

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 2nd day of April, 1979, by CHARTLEY CENTER, INC., a Maryland corporation, hereinafter called "Declarant".

BACKGROUND STATEMENT OF FACTS

This Background Statement of Facts is not merely prefatory but is expressly made a part of this Declaration.

By Deed dated October 13, 1977, and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5814, folio 516, W. J. Dickey & Sons, Incorporated conveyed to Arundel Lumber Company, Inc., hereinafter called "Arundel", a tract of land, hereinafter called "Dickey Property", containing 199.79 acres of land, more or less, located in the First Election District of Baltimore County, Maryland, adjacent to the Patapsco State Park. The Dickey Property is shown on the plat (the "Density Plat") entitled "1st Amended Zoning & Density Distribution Plat Dickey Property" and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 43, folio 22. The northernmost 152.52 acres of the Dickey Property, designated "Parcel One" on the Density Plat, hereinafter called "Ellicott Mills", and the southernmost 24.56 acres of the Dickey Property, designated "Parcel Three" on the Density Plat, hereinafter called "Stage Two of Drexel Woods", are owned by Arundel. The remaining 22.71 acres of the Dickey Property, designated "Parcel Two on the Density Plat, hereinafter called "Stage One of Drexel Woods", is owned by Declarant, who proposes to develop same as a residential community to be known as Drexel Woods, containing seventy one (71) residential dwelling units, with Local Open Space. Heretofore, Declarant has subdivided Stage One of Drexel Woods into seventy one (71) residential lots, all as shown on the plats entitled "Plat One Drexel Woods" and "Plat Two Drexel Woods" and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 43, folios 48 and 49, respectively.

A Storm Water Management Facility meeting Baltimore County requirements for the storm water management of the Dickey Property (Ellicott Mills and Stages One and Two of Drexel Woods) is intended to be constructed on Stage One of Drexel Woods. It is anticipated that upon completion of the Storm Water Management Facility, its ownership, maintenance, operation, repair and improvement will be taken over by Baltimore County, who will thereafter bear the cost of its maintenance, operation, repair and improvement. However, in the event Baltimore County is unwilling to own, maintain, operate, repair and improve the Storm Water Management Facility, or in the event it is unwilling to pay the entire cost of its operation, maintenance, repair and improvement, it is intended that the entire cost of maintenance, operation, repair and improvement of the Storm Water Management Facility not paid for by Baltimore County will be borne by the owners from time to time of land within the Dickey Property in accordance with the following ratio: (a) so long as Stage Two of Drexel Woods is not annexed to Stage One of Drexel Woods in accordance with Article II hereof, then thirty-two percent (32%) of such costs will be borne by the owners from time to time of land within Stage One of Drexel Woods and seven percent (7%) of such costs will be borne by the owners from time to time of

TRANSFER TAX NOT REQUIRED

William F. Laudeman
Acting Director of Finance

land within Stage Two of Drexel Woods; (b) if Stage Two of Drexel Woods is annexed to Stage One of Drexel Woods as provided for in Article II hereof, then thirty-nine percent (39%) of such costs will be borne by the owners from time to time of the land within Stage One of Drexel Woods and Stage Two of Drexel Woods, as one entire property; and (c) sixty-one percent (61%) of such costs will be borne by the owners from time to time of land within Ellicott Mills. The foregoing apportionment of the entire cost of operation, maintenance, repair and improvement of the Storm Water Management Facility, hereby fixed, shall hereafter be called "fixed proportion" or "fixed proportion of the cost of the Storm Water Management Facility".

Declarant desires to subject Stage One of Drexel Woods to the following covenants, terms and conditions in order to:

(a) Insure that the Local Open Space will be used, improved, maintained, operated and repaired in a proper manner and in accordance with Baltimore County requirements.

(b) Insure that the appropriate fixed proportion of the cost of the Storm Water Management Facility not otherwise borne by Baltimore County will be paid by the owners of land within Stage One of Drexel Woods so that the Storm Water Management Facility can be maintained, operated, repaired and improved in accordance with Baltimore County requirements.

(c) Provide for distribution among the record owners of the costs of maintaining, operating, repairing and improving the Common Areas and of the appropriate fixed proportion of the cost of the Storm Water Management Facility.

NOW, THEREFORE, THIS DECLARATION WITNESSETH, Declarant hereby declares that Stage One of Drexel Woods shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, all of which are for the purpose of enhancing the value and desirability of the property and shall be deemed to run with and bind the land, and inure to the benefit of and be enforceable by Declarant and Association, their respective successors and assigns, and, in addition, any person hereafter acquiring or owning any interest in the property, including particularly each record owner, as from time to time determined.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

(a) "Association" shall mean and refer to Drexel Woods Homeowners Association, Inc., its successors and assigns.

(b) "Property" shall mean and refer to all of Stage One of Drexel Woods and such additions thereto as may hereafter be made pursuant to the provisions of Article II hereof.

(c) "Stage One of Drexel Woods" shall mean and refer to the 22.71 acre tract of land located on the west side of Chantilla Road in the First Election District of Baltimore County, Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at the end of the 14th line of the first parcel of the land which by deed dated October 13, 1977, and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5814, folio 516, was conveyed by W. J. Dickey & Sons, Incorporated to Arundel Lumber Company, Inc., thence leaving said place of beginning and running and binding reversely on a part of said 14th line, referring all courses of this description to the meridian of said first parcel, (1) North 41 degrees 19 minutes 46 seconds East 748.11 feet to the East side of Chantilla Road, 60 feet wide, as laid out and shown on Plat 3, Section 5, "Woodbridge Valley", recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 35, folio 105, thence leaving the 14th line of the first parcel of land described in said deed and running for new lines of division through the land described as the aforesaid first parcel, of which the parcel now being described is a part, the 9 following courses and distances, viz: binding on the northerly prolongation of said East side of Chantilla Road, as proposed to be extended, (2) North 09 degrees 47 minutes 17 seconds East 92.25 feet, thence running across the bed of Chantilla Road, as proposed, (3) North 80 degrees, 12 minutes 43 seconds West 60.00 feet to the West side thereof, thence running and binding thereon, as proposed, the 2 following courses and distances, viz: (4) North 09 degrees 47 minutes 17 seconds East 59.01 feet to a point of curve, thence (5) Northeasterly by a line curving to the right, with a radius of 330 feet, for a distance of 90.00 feet (the arc of said curve being subtended by a chord bearing North 17 degrees 36 minutes 04 seconds East 89.72 feet), thence leaving said West side of Chantilla Road, as proposed, and running (6) North 35 degrees 24 minutes 01 seconds West 275.00 feet, thence (7) North 81 degrees 53 minutes 09 seconds 242.22 feet, thence (8) South 77 degrees 02 minutes 54 seconds West 421.71 feet, thence (9) South 20 degrees 21 minutes 58 seconds West 170.43 feet, and thence (10) South 81 degrees 13 minutes 20 seconds West 200.00 feet to the end of the second line of the first parcel of the land described in the hereinabove mentioned deed, thence running and binding reversely on a part of said second line, (11) South 36 degrees 14 minutes 43 seconds West 430.00 feet, thence leaving said second line, and again running for new lines of division through the land described as the first parcel in the hereinabove mentioned deed, the 7 following courses and distances, viz: (12) South 69 degrees 45 minutes 42 seconds East 191.77 feet, thence (13) South 36 degrees 36 minutes 42 seconds East 118.00 feet, thence (14) South 14 degrees 15 minutes 49 seconds East 206.15 feet, thence (15)

South 28 degrees 10 minutes 21 seconds East 168.00 feet, thence (16) South 73 degrees 02 minutes 57 seconds East 243.51 feet to the North side of a road of variable width as proposed to be laid out, thence running and binding thereon (17) Northeast-erly by a line curving to the left with a radius of 321.20 feet for a distance of 80.04 feet (the arc of said curve being subtended by a chord bearing North 38 degrees 11 minutes 22 seconds East 79.83 feet), thence leaving the North side of said road and running across the bed thereof, and continuing the same course (18) South 60 degrees 48 minutes 13 seconds East 135.91 feet to intersect the 15th line of the first parcel of land described in the hereinabove mentioned deed, at a point distant 159.02 feet measured Southwesterly on said line, from the beginning thereof, thence running and binding reversely on a part of said 15th line (19) North 19 degrees 09 minutes 00 seconds East 159.02 feet to the place of beginning, containing 22.71 acres of land, more or less.

SAME BEING the land and premises which, by Deed dated May 26, 1978, and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5889, folio 904, was granted and conveyed by Arundel Lumber Company, Inc., to Chartley Center, Inc.; and

SAME BEING ALSO the land and premises shown on the plats entitled Plat One Drexel Woods and Plat Two Drexel Woods, recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr., No. 43, at folios 48 and 49, respectively, and the land and premises designated "Parcel Two" on the plat entitled "1st Amended Zoning & Density Distribution Plat Dickey Property" and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 43, folio 22.

(d) "Stage Two of Drexel Woods" shall mean and refer to the 24.56 acre tract of land located on the south side of Stage One of Drexel Woods in the First Election District of Baltimore County, Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME on the Northeast side of the Baltimore National Pike, U. S. Route 40, at the beginning of the first parcel of land which by deed dated October 13, 1977, and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5814, folio 516, was conveyed by W. J. Dickey & Sons, Incorporated, to Arundel Lumber Company, Inc., thence leaving said place of beginning and the Northeast side of U. S. Route 40 and running and binding on the first line and on a part of the second line of the first parcel of the land being described in said deed, referring all courses of this description to the meridian of said first parcel, the 2 following courses and distances, viz: (1) North 03 degrees 00

minutes 00 seconds West 898.24 feet and thence (2) North 36 degrees 14 minutes 43 seconds East 430.21 feet, thence leaving the second line of the first parcel of the land described in aforesaid deed and running for new lines of division through the lands described therein, of which the parcel now being described is a part, the 7 following courses and distances, viz: (3) South 69 degrees 45 minutes 42 seconds East 191.77 feet, thence (4) South 36 degrees 36 minutes 42 seconds East 118.00 feet, thence (5) South 14 degrees 15 minutes 49 seconds East 206.16 feet, thence (6) South 28 degrees 10 minutes 21 seconds East 168.00 feet, thence (7) South 73 degrees 02 minutes 57 seconds East 243.51 feet to the North side of a road of variable width as proposed to be laid out; thence running and binding thereon (8) North-easterly by a line curving to the left with a radius of 321.20 feet for a distance of 80.04 feet (the arc of said curve being subtended by a chord bearing North 38 degrees 11 minutes 22 seconds East 79.83 feet), thence leaving the North side of said road and running across the bed thereof, and continuing the same course (9) South 60 degrees 48 minutes 13 seconds East 135.91 feet to intersect the 15th line of the first parcel of land described in the above mentioned deed, at a point distant 159.02 feet measured Southwesterly on said line from the beginning thereof, thence in part running and binding on a part of said 15th line and in part binding on the Southeast side of an existing 20-foot easement or right-of-way, which by deed dated November 23, 1923, and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 586, folio 23, was conveyed by W. J. Dickey & Sons, Incorporated, to Annie V. Carroll, and also in part binding on the 19th line of the first parcel of the land described in the first hereinabove mentioned deed, in all, (10) South 19 degrees 09 minutes 00 seconds West 1,230.26 feet to the aforesaid Northeast side of U. S. Route 40, thence running and binding thereon and also binding on the 20th line of the first parcel of the land described in the first hereinabove mentioned deed (11) North 48 degrees 29 minutes 27 seconds West 757.86 feet to the place of beginning, containing 24.56 acres of land, more or less.

SAME BEING the land and premises designated "Parcel Three" on the plat entitled "1st Amended Zoning & Density Distribution Plat Dickey Property" and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 43, folio 22.

(e) "Lot" or "lots" shall mean and refer to (i) one or more of the seventy-one (71) building lots created or established on Stage One of Drexel Woods, and shown on Plat One Drexel Woods

6
and Plat Two Drexel Woods, mentioned in paragraph (f) hereof; and (ii) one or more of the building lots shown on any recorded subdivision plat of Stage Two of Drexel Woods, when and as annexed to the property pursuant to Article II hereof, as said lot or lots may from time to time hereafter be created or established; in each case excepting any public road or street, any common area and any drainage reservation shown on such plat.

(f) The terms "common areas" and "community facilities" shall be interchangeable and shall mean and refer to all property owned or leased by the Association, or otherwise available to the Association for the use, benefit and enjoyment of the record owners. The common areas to be owned by the Association at the time of the conveyance of the first lot by Declarant to another intending to reside thereon, generally called a "homeowner", are described as follows:

The local open space shown on Plat One Drexel Woods and Plat Two Drexel Woods, recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 43, folios 48 and 49, comprised of 6.190 acres of land, more or less, located on the north, northwest and west sides of Drexel Woods Drive, and the 1.939 acres of land, more or less, located on the south, southeast and east side of Drexel Woods Drive, same being all the land shown on said plats except for: Lots A-1, A-2, A-3, and A-4, Block A, Lots 1 to 25, inclusive, Block B, and Lots 1 to 42, inclusive, Block C; the 6.551 acre drainage reservation; and roads and streets.

SUBJECT, HOWEVER, to the right of Declarant to discharge surface water thereon and to lay, install, construct, place and maintain on, over, or under the common areas, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities, to provide adequate utility service to any lot now or hereafter laid out on the property, any addition thereto, or the general area in which same is located together with the right and privilege of entering upon said common area for such purposes and making openings and excavations therein, provided that same be covered and the ground be restored and left in good condition, all reserved by Declarant for itself, its successors and assigns, including Baltimore County, Maryland, and any utility company, to whom Declarant may grant, convey, transfer, set over and assign the same, or any part thereof.

(g) "Storm Water Management Facility" means and refers to the 6.551 acres of land, more or less, designated "Drainage Reservation" on the aforesaid Plat One Drexel Woods and Plat Two Drexel Woods, together with the storm water management facility to be located thereon, more particularly referred to in the foregoing Background Statement of Facts.

(h) The term "entity holding title to the Storm Water Management Facility" shall not include a governmental body.

(i) "Record owner" shall mean and refer to the person,

7
firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot on the property, as said lot is now or may from time to time hereafter be created or established, either in his; her or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, hold the record title to any one lot, whether in a real property tenancy, partnership relationship or otherwise, all of same, as a unit, and not otherwise shall be deemed a single record owner and shall be or become a single member of the Association by virtue of ownership or such lot. The term "record owner", however, shall not mean or refer to any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee named in any mortgage covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt.

(j) "Declarant" shall mean and refer to Chartley Center, Inc., a Maryland corporation, and its successors and assigns, but only if any such successor or assign shall have acquired record title to more than three undeveloped lots for the purpose of improvement of each lot by construction thereon of a single family dwelling.

(k) "Mortgage" shall mean and refer to a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "mortgagee" shall mean and refer to the grantee named in a mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured under any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor. "First Mortgage" shall mean, refer to and include a mortgage with priority over all other mortgages.

(l) "Member" shall mean and refer to each record owner of one or more lots now or hereafter created or established on the property, including Stage Two of Drexel Woods when and as annexed to the property pursuant to Article II hereof, if entitled to membership in, and made a member of, the Association under Article V hereof. Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then Class A members of the Association and by the specified percentage of the then Class B members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then members" of the Association, then such action shall be required to be taken by the specified percentage of the then total membership of the Association.

(m) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION AND ANNEXATION THERETO

1. The real property which is and shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved sub-

ject to the terms and provisions of this Declaration is the property (Stage One of Drexel Woods) located in Baltimore County, Maryland, and more particularly described in the foregoing Background Statement of facts.

2. At any time, and from time to time, within seven years of the date of this Declaration, all or any part of Stage Two of Drexel Woods may be annexed to the property, and become part thereof, without the consent of any of the members of the Association, provided that the Veterans Administration and the Federal Housing Administration determine that the annexation is in accord with the general plan heretofore approved by them. The scheme of the within covenants, conditions and restrictions, however shall not be extended to or cover all or any part of Stage Two of Drexel Woods unless and until the same is annexed to the property (Stage One of Drexel Woods) described in the foregoing Background Statement of Facts.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records of Baltimore County, Maryland, which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants, Conditions and Restrictions to such annexed property. Such Supplementary Declaration may contain such complimentary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property; provided, however, that in no event shall any such addition or modification be substantially inconsistent with the provisions of the within Declaration, and provided further that such addition or modification is approved by the Veterans Administration and the Federal Housing Administration as is in accord with the general plan heretofore approved by them, as aforesaid.

ARTICLE III

COMMON AREAS

1. Declarant shall grant and convey to Association, and the latter shall take and accept from the former, the common areas to be owned at the time of the conveyance of the first lot by Declarant to another intending to reside thereon, generally called a "homeowner", all, however, subject to the covenants, conditions and restrictions hereinafter set forth, which are hereby imposed upon the aforesaid common areas for the benefit of Declarant, Association and record owners, their respective heirs, personal representatives, successors and assigns, and, in addition, subject to the following: Declarant shall reserve unto and for itself, its successors and assigns (a) the bed, in fee, of all streets, avenues and public highways shown on any plat of the property, or any addition thereto, for future conveyance to Baltimore County, Maryland, and (b) the right to discharge surface water on the common areas in accordance with the natural flow thereof, or under any drainage or storm water management plan approved by Baltimore County, Maryland, the right to place or install storm water management and sediment control facilities thereon or therein, and, further, the right to lay, install, construct, place and maintain on, over or under the common areas, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities to provide adequate utility service to any lot now or hereafter laid out or established on Stage One of Drexel Woods, Stage Two of Drexel Woods, or the area in which located, and enter upon said common areas for such purposes and for

1
the purpose of making openings and excavations therein, provided the ground be restored and left in good condition.

2. The common areas to be conveyed to the Association under paragraph 1. of this Article III shall be deemed local open space tracts and common areas, property and facilities, for the use, benefit and enjoyment, in common, of each present and future member of the Association, who, by necessity, is a record owner of a lot. Said common areas shall be retained in their natural state and no structure or improvement of any kind shall be erected, placed or maintained thereon, except and provided as follows: Structures or improvements designed exclusively for community or recreational use, shelters, benches, chairs and other seating facilities, fences and walls, roads, walkways and grading, electric wiring and standards to provide illumination, and planting may be erected and maintained thereon for the use, comfort and enjoyment of members of the Association, or the establishment, retention and preservation of the natural growth or topography of the area, or for aesthetic reasons.

3. No noxious or offensive activity shall be carried on upon the aforesaid common areas, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the aforesaid common areas, as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of said common areas, which proportionate share shall be determined on the basis which the number of lots owned by the member bears to the total number of lots then laid out or established on the property.

5. The right of each member of the Association to use the aforesaid common areas shall be subject to the terms, conditions and provisions set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of said common areas. All of said terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Declarant, or either thereof, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate the same, or any thereof, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, Association or Declarant shall each have the right summarily to abate or remove any breach or violation by any member at the cost and expense of such member.

6. The residents of dwellings which may hereafter be erected on the land comprising Ellicott Mills and Stage Two of Drexel Woods shall have the right to use any paths which may be laid out on any common areas solely for the purpose of pedestrian access between the commercial area in or on Ellicott Mills, and any part of Stage One or Stage Two of Drexel Woods.

ARTICLE IV

RECORD OWNERS AND PROPERTY RIGHTS

1. Declarant shall hold, and hereafter grant and convey the lots subject to the covenants, conditions and restrictions

10

hereinafter set forth, which are hereby imposed upon said lots for the benefit of Declarant, Association and record owners, their respective heirs, personal representatives, successors and assigns, to the end and intent that each record owner of a lot shall have and hold his lot subject to the following: Each record owner, in common with all other record owners, shall have the right and privilege to use and enjoy the common areas for the purposes for which designed. Such right and privilege, which shall be appurtenant to and pass with the title to the lot of each record owner, shall include particularly, but not by way of limitation, use and enjoyment of all common areas provided for the use, benefit and enjoyment of the record owners, subject, however, to the right of the Association to suspend the voting rights and rights to use of any recreational facilities by a record owner for any period in which any assessment against his lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of published rules and regulations of the Association.

2. Any record owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the common areas, with any facilities thereon, to the members of his family, his tenants or contract purchasers who reside on the property.

3. Each record owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the common areas, as such rules, regulations and restrictions are from time to time adopted by Association for the safety, care, maintenance, good order and cleanliness of said common areas. Further, each record owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the common areas.

4. The aforesaid rights, privileges and easements of the record owners are at all times subject to the right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members; provided, however, no such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded among the Land Records of Baltimore County, Maryland.

5. Every record owner of a lot on the property shall take and hold legal title to said lot SUBJECT to the reserved and absolute right, power and authority of Declarant, its successors or assigns, to modify, revise, amend or change in any appropriate manner of public record, any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. This reserved right, power and authority vested in Declarant, its successors and assigns, may be exercised IF AND ONLY IF either the Veterans Administration or Federal Housing Administration shall require such action as a condition precedent to the approval by such agency of the United States of the property, and any and all residential lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration or Federal Housing Administration programs; also this reserved right, power and authority vested in Declarant, its successors and assigns, shall expire automatically, simultaneously and coincident with the issuance of the aforesaid approval by such federal agencies or by January 1, 1981, whichever shall sooner occur. Nothing in this

paragraph 5 shall permit the Declarant, without the consent of the entity holding title to the Storm Water Management Facility, to make any amendment which would materially adversely affect the making, collection, and enforcement of the Storm Water Management Portion (hereinafter defined) of an annual assessment or of a Storm Water Management Improvement Assessment (hereinafter defined).

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

1. Every record owner of a lot which is subject to assessment shall become and be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. The Association shall have, two classes of voting membership:

Class A. Except for Declarant, who shall be a Class B member, a Class A member shall be a record owner holding title to one or more lots laid out on the property. Each Class A member in good standing shall be entitled to one vote per lot, for each lot owned by him, in all proceedings in which action shall be taken by members of the Association.

Class B. A Class B member shall be the Declarant, as defined in paragraph (g) of Article I hereof. Each Class B member in good standing shall be entitled to three votes per lot for each lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, as a Class A member, or Class B member, hold the record title to any lot, all of same, as a unit, and not otherwise, shall be deemed a single Class A or Class B member of the Association, as the case may be. The vote of any Class A member or Class B member comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, shall be cast in the manner provided for in the Charter of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per lot, if a Class A member, or more than three votes per lot, if a Class B member, for each lot owned by them.

Conversion. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on January 1, 1985, or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by Class B members of the Association.

ARTICLE VI

COVENANT FOR ASSESSMENTS

1. The Declarant, for each lot owned by it within the property, hereby covenants, and each record owner, by acceptance of

the deed hereafter conveying any such lot to him, whether or not so expressed in such deed, shall be deemed to have covenanted and agreed to pay to the Association: (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements; such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest, costs and reasonable attorney's fees which may be imposed thereon, shall be a charge on the land and a continuing lien upon each of the lots against which each such assessment is made. Each such assessment or charge, together with any interest, costs and reasonable attorney's fees imposed thereon, shall also be the personal obligation of the record owner holding title to any lot at the time when the assessment fell due or was first payable. The personal obligation for any delinquent assessment or charge, however, shall not pass to the record owner's successor or successors in title unless expressly assumed by such successor or successors.

2. Assessments and charges levied by the Association shall be used exclusively for the following purposes: promotion of the recreation, health, safety and welfare of the residents in or on the property; improvement, operation, care and maintenance of the common areas, including casualty, liability and other insurance deemed necessary therefor; payment of all public charges and assessments applicable to the common areas, except to the extent that such public charges and assessments may be levied against any lot laid out on the property so that same is payable directly by the record owner thereof, in the same manner as real property taxes assessed or assessable against the lot; and payment of the cost of maintaining, operating, repairing and improving the Storm Water Management Facility, not otherwise borne by Baltimore County, in accordance with Baltimore County requirements, but only to the extent herein provided for.

Each annual assessment shall be divided into two portions, as follows: one portion (the "Storm Water Management Portion") shall be used exclusively to defray the appropriate fixed proportion of the annual cost of the Storm Water Management Facility, and the Second Portion (the "Open Space Portion") shall be used (a) to promote the recreation, health, safety and welfare of the record owners, and (b) for the use, improvement, maintenance, operation and repair of the Common Areas.

3. Annual assessments shall be fixed and limited as follows:

(a) Until the first day of January of the year immediately following the conveyance of the first lot by the Declarant to any other record owner, the maximum Open Space Portion of the annual assessment shall be sixty Dollars (\$60.00) per lot.

(b) From and after January 1 of the year immediately following the conveyance of the first lot by the Declarant to any other record owner, the maximum annual Open Space Portion of the assessment may be increased each year by not more than eight percent (8%) of the maximum assessment for the previous year without a vote of the membership of the Association.

(c) From and after January 1 of the year immediately

13
following the conveyance of the first lot by the Declarant to any other record owner, the maximum Open Space Portion of the annual assessment may be increased above the eight percent (8%) specified in subparagraph (b) hereof only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy at a meeting duly called for such purpose.

(d) Neither the Declarant, nor any lot to which it holds the record title, shall be exempt from assessment hereunder, but, notwithstanding anything elsewhere set forth herein, the following allowance shall be made by the Association to Declarant in each instance: the Open Space Portion of the annual assessments or charges made or levied against any lot to which the Declarant holds record title shall equal twenty-five percent (25%) of the Open Space Portion of the annual assessment or charge made or levied against any other lot laid out on the property, to the end and intent that the Declarant shall not pay more, or less, than twenty-five percent (25%) of the per lot Open Space Portion of the annual assessment, established by the Association under subparagraphs (a), (b) or (c) of this paragraph 3.

(e) The Board of Directors of the Association may fix the Open Space Portion of the annual assessment or charges against each member at any amount, not in excess of the maximum. Said Board of Directors, without the necessity of a vote of the members of the Association, must fix the Storm Water Management Portion of the annual assessment in such amount as will equal the annual appropriate fixed proportion of the cost of the Storm Water Management Facility for the year to which the assessment relates as such cost is determined by the entity then holding title to the Storm Water Management Facility. The Storm Water Management Portion of the annual assessment is presently estimated at Twenty Dollars (\$20.00) per lot for the first annual assessment, however each record owner, by acceptance of the Deed hereafter conveying a lot to him, shall be deemed to have acknowledged that this is only an estimate and that the Storm Water Management Portion of the first annual assessment may be more or less than presently estimated.

4. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the common areas, including fixtures and personal property related thereto, provided that any such assessment shall first be approved separately by two-thirds of each class of members of the Association, voting in person or by proxy at a meeting duly called for such purpose. In addition to special assessments for capital improvements to the common areas, the Association shall levy special assessments for the purpose of defraying, in whole or in part, the appropriate fixed proportion of the reasonably estimated cost of any reconstruction, repair or replacement of a capital improvement upon the Storm Water Management Facility (hereinafter called a Storm Water Management Capital Improvement Assessment), including fixtures and personal property related thereto, as such cost is determined by the entity then holding title to the Storm Water Management Facility, to the extent same is not borne by Baltimore County.

5. The costs of maintaining, operating and repairing the Storm Water Management Facility, and the cost of any reconstruction,

repair or replacement of a capital improvement to the Storm Water Management Facility, to be borne by the record owners shall be the appropriate fixed proportion of that amount, as may be reasonably determined by the entity from time to time holding title to the Storm Water Management Facility to be required in order that the Storm Water Management Facility may be operated and maintained in accordance with Baltimore County standards. It shall be the obligation of the Association to contact that entity prior to December 1 of each calendar year to obtain from that entity an estimate of the costs to be incurred in such maintenance, operation and repair during the ensuing calendar year and in any reconstruction, repair or replacement of a capital improvement which will not be borne by Baltimore County and, as hereinbefore provided, to assess the appropriate fixed proportion of such cost among the record owners. The Storm Water Management Portion of any assessment and any Storm Water Management Capital Improvement Assessment against the lot and record owner thereof shall be paid over by the Association to the entity holding title to the Storm Water Management Facility promptly upon receipt of the same by the Association.

6. Written notice of any meeting of members of the Association called for the purpose of taking any action authorized under Section 3 or 4 of this Article VI, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence, in person or by proxy, of members entitled to not less than sixty percent (60%) of all the votes of each class of members entitled to be cast at such meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and, at such subsequent meeting, the presence, in person or by proxy, of members entitled to not less than thirty percent (30%) of all the votes of each class of members entitled to be cast at such meeting shall be necessary and sufficient to constitute a quorum. No such subsequent meeting, however, shall be held more than sixty (60) days following the preceding meeting.

7. Except as provided in paragraph 3(d) of this Article VI, both annual and special assessments and charges must be fixed at a uniform rate for all lots and same may be collected on a monthly or other periodic installment basis.

8. The annual assessments provided for herein shall commence as to all lots on the first day of the first month following conveyance of the common areas to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days before the first day of each calendar year, each calendar year to be an annual assessment period. Written notice of the annual assessment shall be sent to each record owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand in writing for the benefit of a specific person named therein, and for a reasonable charge, furnish a Certificate within seven (7) days signed by an officer of the Association setting forth whether or not the assessments and charges on a specified lot have been paid. Failure of the Association to furnish such Certificate in timely fashion shall be deemed conclusive proof to the party requesting same and fully binding upon the Association that said assessments and charges are

15

fully paid and current. This provision shall not affect the power of the Association to enforce its rights against the then record owner for any assessments and charges due and unpaid but shall remove the effect thereof as a lien on the specified lot if title is transferred of public record within sixty (60) days following such written demand. A properly executed Certificate of the Association as to the status of assessments and charges on a lot is binding upon the Association as of the date of its issuance.

9. The entity holding title to the Storm Water Management Facility may bring an action against the record owner personally obligated to pay the same for the Storm Water Management Portion of an annual assessment and for any Storm Water Management Capital Improvement Assessment in arrears, or foreclose the lien for the entire amount of the assessment which is in arrears, in the same manner as the Association. If the lien being foreclosed is for an unpaid annual assessment the proceeds of such foreclosure shall be applied pro rata to the Storm Water and Open Space Portions of the assessment, and the Open Space Portion shall be paid over to the Association. If by January 31 of any year the Association shall have failed to make an annual assessment for such year, or, having made an annual assessment for said year, shall have failed to include the Storm Water Management Portion therein, all in violation of the requirement to do so as set forth in subparagraph (e) of paragraph 3 of this Article VI, then the entity holding title to the Storm Water Management Facility shall have the right to make the Storm Water Management Portion of the assessment, to send notice thereof to each record owner, and to collect the same from the record owner all to the same extent as though the assessment had been made by the Association. If the Association shall have failed to make a Storm Water Management Capital Improvement Assessment within sixty (60) days of the date the entity holding title to the Storm Water Management Facility shall have given the Board of Directors of the Association written notice of the need therefor and the amount thereof, and in violation of the requirement to make such assessment as set forth in paragraph 4 of this Article VI, then the entity holding title to the Storm Water Management Facility shall have the right to make the Storm Water Management Capital Improvement Assessment, to send notice thereof to each record owner, and to collect the same from the record owner all to the same extent as through the assessment had been made by the Association. Upon request of the entity holding title to the Storm Water Management Facility, the Association shall furnish said entity with a current list of the names and addresses of the members of the Association.

10. (a) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date, computed at the highest rate allowed by law. The Association may bring an action at law against the record owner personally obligated to pay the same, or foreclose the lien against the lot subject to the assessment. No record owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

In foreclosing the lien against the lot subject to the assessment, the following shall apply: If there be any default in the payment of any assessment, annual or special, and such default shall continue for a period of thirty (30) days, the Association shall have the immediate right to enforce collection of the assessment through foreclosure in the same manner, and subject to

the same requirements, as the foreclosure of mortgages or deeds of trust on real property in the State of Maryland, containing a power of sale or an assent to a decree. By the acceptance of any title to, or ownership of a lot, the record owner shall be deemed to have expressly: (i) authorized enforcement and foreclosure of the lien of the assessment by the Association, in the same manner, and subject to the same requirements, as the foreclosure of mortgages on real property in this State, containing a power of sale or an assent to a decree; (ii) assented to the passage of a decree for the sale of his lot after the continuance of his default, for more than thirty (30) days; and (iii) covenanted, agreed and declared that, after the continuance of his default in payment of the assessment for more than thirty (30) days, the then President, acting as agent of the Association and the natural person authorized to exercise the power of sale on its behalf, shall have the absolute power, right and privilege to sell the lot of the defaulting record owner in accordance with the Public General Laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such Laws and Rules are from time to time amended and supplemented; provided, however, that no action may be brought to enforce the lien except after ten days' written notice to the defaulting record owner, given by registered mail, return receipt requested, at the address of the record owner shown on the roster or books of the Association.

Upon any sale hereunder of a lot of a defaulting record owner, the proceeds shall be applied as follows: first, to the payment of expenses incident to such sale, including a commission to the party making the sale; second, to the payment of all claims of the Association against the defaulting record owner, whether the same shall have matured or not; and third, the surplus, if any, to said defaulting record owner, or to whomever may be entitled to the same. It is expressly understood that, at any such sale, the Association may be a purchaser of the lot, free and clear of any right or equity of redemption of the defaulting record owner, such right and equity being deemed expressly waived and released. The Association shall have the right both to institute suit for collection of the unpaid assessment and to enforce the lien of such assessment against the lot of the defaulting record owner, provided there be but one satisfaction of the claim.

The foregoing enumeration of the rights of the Association is made in furtherance, and not in limitation of the rights and remedies conferred by law upon the Association to collect the assessments, annual or special, or to enforce any lien against the lot of a defaulting record owner, and is not intended, by mention of any particular right or remedy, to limit or restrict the Association, which shall have all powers and rights necessary or convenient for collection of the assessments due it.

(b) If the Association fails to enforce collection of any assessment, annual or special, including the Storm Water Management Portion of the annual assessment, and the Storm Water Management Capital Improvement Assessment, by institution of foreclosure proceedings within fifteen (15) days after the right to commence such proceeding vests in the Association, then the entity holding title to the Storm Water Management Facility shall also have the right immediately to enforce collection of the assessment through foreclosure, all in the same manner as the Association, as fully and to the same extent as though such entity were expressly named and designated in paragraph 10(a) of Article VI of this Declaration, wherever the Association is

17
named and designated, as the party authorized and empowered to fore-
close the lien of the assessment.

11. The lien of the assessments and charges provided for herein shall be subordinate to general and special assessments for real estate taxes on the lot and the lien of any first mortgage covering the lot, duly recorded prior to assessment of the charge or charges as a lien on such lot, or after receipt from the Association of a Certificate issued under paragraph 7 above. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except to the extent that same are collectible from any surplus remaining after payment of the outstanding balance due under the mortgage, together with all costs incurred in the foreclosure proceedings. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, sign, tank, pool, game facility, or structure of any kind, including any driveway, walkway and outside lighting, shall be commenced, erected or maintained on any lot, nor shall any addition thereto (including awnings and screenings) or change or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) be made until plans and specifications, in duplicate, showing the nature, kind, shape, height, colors, materials, locations and approximate cost of such building, fence, wall, sign, tank, pool, game facility, structure, driveway, walkway, lighting, addition, change or alteration shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural control committee comprised of three (3) or more members appointed by the Board, which shall have the absolute right to refuse to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons. In so passing upon such plans or specifications, the Board of Directors or architectural control committee shall have the right to take into consideration the use and suitability of the proposed building, fence, wall, sign, tank, pool, game facility, structure, driveway, walkway, lighting, addition, change or alteration, the location thereof, the materials of which it is to be built or made, and the color and design thereof, with relation to the site upon which it is proposed to erect or keep the same, harmony with its surroundings and the effect on the outlook from adjacent or neighboring property. If the Board of Directors or its designated architectural control committee fails to approve or disapprove any building, fence, wall, sign, tank, pool, game facility, structure, driveway, walkway, or lighting, or any addition thereto, or change or alteration therein, within thirty (30) days after the plans and specifications therefor have been submitted to it by the record owner, approval will be conclusively presumed so that no further approval will be required for the foregoing and the record owner shall be deemed to have fully complied with this Article.

13

ARTICLE VIII

RESTRICTIONS ON USE OF LOTS

1. Each lot shall be used for residential purposes only; and no building shall be erected, altered or maintained on any lot, other than a single family dwelling, not exceeding three stories in height, with only garages for not more than two non-commercial automobiles, and swimming pools, or either of them, as accessory structures, except as provided as follows:

(a) A real estate sales, management or construction office or trailer, with signs, may be erected, maintained and operated on any lot, or in any building or structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development or initial sale of any lot, or the construction of improvements on any lot, now or hereafter laid out on the property. Nothing herein, however, shall be construed to permit any real estate sales, management or construction office, trailer or sign after the initial sales or construction period.

(b) Any part of any dwelling house now or hereafter erected on any lot may be used as an office or studio of a physician, dentist, lawyer, architect, engineer, artist, accountant, or other professional person, for the practice of such professions, providing that the physician, dentist, lawyer, architect, engineer, artist, accountant, or other professional person using such office or studio actually resides in the same dwelling house, in which such office or studio is located, and provided further that such office does not occupy more than twenty-five percent (25%) of the total floor area of such dwelling house and does not involve the employment of any professional associate or more than one non-resident employee.

(c) Any part of any lot or lots and any improvement now or hereafter erected thereon may be used for the purposes of a church, school, except business or trade school, library, playground, park, tennis court or other recreational facility, swimming pool, with adjacent parking area and facilities, or community-owned non-commercial place of public assembly.

No part of any lot, nor any improvements now or hereafter erected on any lot, shall be used for any of the purposes set forth in subparagraphs (a), (b) or (c) hereof without the written consent and approval of Declarant, which consent shall not be unreasonably withheld.

2. No building, tank, pool, game facility or other structure of any kind, or any part thereof, shall be located on any lot closer to the front lot line or closer to the side street lot line than the record minimum building setback lines. For the purposes of the covenant contained in this paragraph 2, eaves, steps, open porches, bay windows, chimneys and patios shall be considered as a part of a building or structure. However, an encroachment into the herein mentioned setback areas of no more than twelve (12) inches shall not constitute a violation of these restrictions.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may

14
become an annoyance or nuisance to the neighborhood.

4. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding permitted to be erected on any lot shall at any time be used as a residence, either temporarily or permanently.

5. No boat, or trailer of any kind, including a trailer and boat trailer, unless located entirely within the building permitted to be erected, and no commercial or inoperable vehicle of any kind shall be parked or stored on any lot. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway.

6. Except as otherwise expressly provided in paragraph 1 (a) hereof, no sign of any kind shall be erected, displayed or maintained on any lot, except one lawful sign, no more than five square feet, advertising the property for sale or rent.

7. No animals, livestock or poultry of any kind, including pigeons, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, not in excess of two, in the aggregate, may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. No fence or wall shall be erected, placed, altered or maintained on any lot nearer to any street than the minimum building setback line established on the lot. Where two adjacent dwellings are set back different distances from the street, no fence or wall between such two adjacent dwellings shall be closer to the street than the front wall of the dwelling most distant from said street. No fence or wall shall be erected except in compliance with Article VII hereof, and, when erected, shall not interfere with underground or surface utility or draining structures, pipes or ditches. The restrictions contained in this paragraph number 8 shall not apply to retaining walls required by topography, which retaining walls, however, shall require the written consent of the Board of Directors of the Association, or its designated architectural committee, as provided in Article VII hereof.

9. No outside or exterior antenna of any kind for use with radio or television shall be installed or maintained on any lot, or on any building or other structure located on any lot, whether or not being a part thereof and whether or not detachable therefrom.

ARTICLE IX

DECLARANT'S RIGHTS FREELY TO DEVELOP DREXEL WOODS

Each record owner, by acceptance of a deed for his lot, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed (i) that Declarant shall have no obligation to build or install any improvement on any of the common areas or any other land within the property; and (ii) that Declarant shall have the right to resubdivide Stage One of Drexel Woods in accordance with Baltimore County regulations, provided the Veterans Administration and the Federal Housing Administration determine that the resubdivision is in accordance with the general plan heretofore approved by them.

ARTICLE X

GENERAL PROVISIONS

1. The Association, or any record owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any record owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions of this Declaration which shall remain in full force and effect.

3. The covenants and restrictions of this Declaration shall run with and bind the land, forever. However, this Declaration may be amended at any time within twenty (20) years from the date of recordation hereof, by an instrument signed by not less than ninety percent (90%) of the record owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of said record owners. Notwithstanding the foregoing, or any other provision of this Declaration, any amendment to any provision of this Declaration which would materially adversely affect the making, collection and enforcement of the Storm Water Management Portion of an annual assessment, or of a Storm Water Management Capital Improvement Assessment, shall require the consent of the entity holding title to the Storm Water Management Facility.

4. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA): annexation of additional properties, including any part or parts of Stage Two of Drexel Woods, as provided for in Article II hereof; mergers and consolidations; mortgaging of common area; dissolution; and amendment of this Declaration of Covenants, Conditions and Restrictions.


IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal, this 2nd day of April, 1979.

ATTEST:

CHARTLEY CENTER, INC.

Doras A. Rodney
Doras A. Rodney, Secretary

BY: Alvin J. Myerberg (SEAL)
Alvin J. Myerberg, Vice-President



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