

WHEREAS, The deeds for property in the Golden Beach and Patuxent Knolls developments contain covenants as set forth in the deeds attached to this resolution; and

WHEREAS, with regard to the enforcement of these resolutions, the only duty specifically assigned to BEMANCO by the Purchase Contract is collection of the \$28 annual maintenance fee; and

WHEREAS, collection of the \$28 annual maintenance fee does not provide sufficient revenue to enforce the non monetary covenants which appear in the deeds referenced above,

THE BOARD OF DIRECTORS HEREBY RESOLVES:

1. That the enforcement of all covenants, with the exception of the collection of the \$28 annual maintenance fee, rests with the property owners either individually or collectively, through class action suits.
2. That BEMANCO shall not be responsible for the expense, legal and otherwise, incurred in the course of actions undertaken by property owners to enforce non-monetary covenants.
3. That the Board, if requested by a property owner, will review the pleadings in any lawsuit to enforce a non-monetary covenant.
4. That the Board, in its discretion, may assist property owners in any legal action through consultation, advice and the giving of testimony.
5. That BEMANCO reserves its right to take action to enforce any and all covenants applicable to properties adjacent to property owned by BEMANCO.

11/13/85

02/20/08-retyped

LIBER 002 189

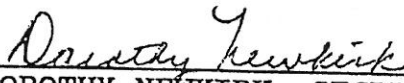
RESOLUTION OF BOARD OF DIRECTORS
FOR BEACH MANAGEMENT CORPORATION
OF GOLDEN BEACH

11:38AM01/14/92B HOMASC \$5.00

DUE TO increasing need for funds to maintain our beaches, ramps and piers, the Board of Directors of Golden Beach Management Corporation hereby resolves effective January 1, 1992:

A) All attorney fees and court costs resulting from the collection of delinquent beach assessment fees will be passed on to the delinquent lot owner.

THIS Resolution was passed by the Board of Directors of Beach Management Corporation at the monthly meeting of August 21, 1991.

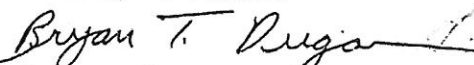


DOROTHY NEWKIRK, SECRETARY
Beach Management Corporation
of Golden Beach

Madam Clerk,

Please index in Land Records and ^{record in} the Homeowner's Association docket book.

Kenney & Lacer


Bryan T. Dugan, Atty.

RESOLUTION OF BOARD OF DIRECTORS
FOR BEACH MANAGEMENT CORPORATION
OF GOLDEN BEACH

11:38AM 01/14/92B HDMASC \$:5.00

DUE TO increasing need for funds to maintain our beaches, ramps and piers, the Board of Directors of Golden Beach Management Corporation hereby resolves effective January 1, 1992:

- A) To increase the late charges for the Beach Dues from \$3.00 to \$5.00 for the first year; and
- B) The 1st day of April will indicate the late date rather than July 1st; and
- C) The rate of interest charged for late fees will increase from 6% to 10%. This rate will become effective the second year of a delinquent account.

THIS Resolution was passed by the Board of Directors of Beach Management Corporation at the monthly meeting of July 24, 1991.

Dorothy Newkirk

 DOROTHY NEWKIRK, SECRETARY
 Beach Management Corporation
 of Golden Beach

Madam Clerk,

Please index in Land Records and ^{record in} the Homeowner's Association docket book.

Kenney & Lacer

Bryan T. Dugar

 Bryan T. Dugar, Atty.

RESTRICTIVE COVENANTS, EASEMENTS AND CHARGES

1. The land hereby conveyed shall be used only for the purposes of family residence and appropriate uses accessory thereto. No building shall be erected thereon except a single family dwelling house and garage appurtenant thereto and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building, fence or other structure shall be erected or altered unless the plans, specifications, including color scheme, and plot plan therefor, are submitted to and formally approved in writing by the Grantor, its successors or assigns, and a copy of such plans, specifications and plot plan, as so approved shall be permanently filed with the Grantor, its successors or assigns, before any work is begun. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and Local Departments of Health. No sign of any description may be erected or placed on any portion of the land without the express written approval of Grantor, its successors or assigns. No tent, trailer or out building shall ever be erected or maintained on the tract, and no garage or basement shall at any time be used as a temporary or permanent residence.
2. No business or occupation of any kind, other than home practice of physician, may at any time be carried on or permitted upon the said land, except in those areas which may be designated for such purposes on the subdivision Plats of Golden Beach, filed among the Plat Records of St. Mary's County.
3. No animals, except household pets, shall be kept or maintained on any part of said property. The term "household pets," as herein used, shall include only dogs, cats and caged birds kept within the residence. No pigeons or other fowl and no kennelled or caged animals of any kind shall be permitted.
4. The Grantor reserves to itself, its successors, licenses and assigns, an easement or right of way over a strip of ground 10 feet in width along the side, front and rear outlines of the lot or lots hereby conveyed, for the purpose of installation and maintenance of public utilities, including but not limited to gas, water, electricity, telephone, sewerage and drainage and any appurtenance to the supply lines therefor, including guy wires, transformers, meters, etc. by overhead transmission lines or underground plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public authority or utility company may desire to serve said lots, with no obligation to Grantor to supply such services. The Grantor reserves to itself, its successors and assigns, the beds of roads, drains, alleys and ways shown on the Plat of Golden Beach aforesaid, and reserves the right, without compensation to Grantees or anyone claiming through or under them at any time, to dedicate all roads, ways or alleys and drainage systems, ditches, outfalls and lines laid out or shown upon said Plat to public use and/or to convey the same to the State or County or any agency or instrumentality thereof. No dedication to public use of roads, alleys, ways or beaches is intended by this deed.
5. All of the residential lots shown upon the subdivision Plat of Golden Beach hereinbefore referred to, shall be subject to an annual charge of Twenty-eight Dollars (\$28.00) per lot, payable on the first day of January of each year hereafter which shall be paid to Golden Beach, Inc., which shall be collection agent for Shoreline Beach, Incorporated, or to Shoreline Beach, Incorporated, if billed by it, which latter corporation shall be the owner of said charge, for the use of the beaches shown on said plat of Golden Beach, which privileges for use are not assignable except with

conveyance of the lot charged with said payment, and then only upon written approval of Shoreline Beach, Incorporated, its or their successors or assigns. It is expressly agreed that said charge shall constitute a lien or encumbrance on the land with respect to which said charge is made which shall bind the land and by virtue of taking title to any of the land included in said tract, the owner or owners thereof from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay Grantors, its or their successors or assigns aforesaid, all charges provided for in this paragraph.

Shoreline Beach, Incorporated, shall maintain the beaches in its own discretion, or as it shall undertake by contract with the Grantor herein, and Grantees shall have no rights to dictate or require maintenance of such beaches or have any rights therein other than the reasonable use thereof in accordance with the rules and regulations of such corporation. Grantees, for themselves, their heirs and assigns, covenant to use said beaches only in accordance with the rules and regulations which may from time to time be promulgated with reference thereto, and vest Grantor and Shoreline Beach, Incorporated, its or their successors or assigns, with the power to deprive any persons, including Grantees, members of their families, their heirs and assigns, of the use of such beaches, temporarily or permanently, for infraction of such rules and regulations, without impairing the aforesaid obligation to pay such charges, or the lien therefor.

6. Failure to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to one occurring prior or subsequently thereto.

See Liber 165, Folio 370