

MONTGOMERY WEST HOMEOWNERS ASSOCIATION, INC.

AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS, made the 9th day of December, 2003; by the Montgomery West
Homeowners Association, Inc. a Maryland corporation, hereinafter called "the Association."

WITNESSETH

WHEREAS, the property described on the attached Exhibit A was subjected to certain covenants, conditions, and restrictions as set forth in a Declaration of Covenants and Restrictions dated January 21, 1982 (the "Original Declaration"), and recorded January 22, 1982 among the land Records of Montgomery County Maryland, at Liber 5825, folio 317, et seq. by the Ward Development Company, Inc., and supplements and amendments to the Original Declaration recorded among the Land Records at Liber 5901, folio 421 et seq., Liber 6315 folio 744, and Liber 10806, Folio 391; and

WHEREAS, the Association desires to establish the covenants, conditions and restrictions as amended and restated herein in place of and superseding all previous covenants, conditions, and restrictions applicable to the property described on the attached Exhibit A.

WHEREAS, the Original Declaration provides in Article XVII that it could be amended by the affirmative vote of members representing a majority of the members of record at any meeting of the members duly called for such purpose; and

WHEREAS a majority of the members of the Association have voted to amend the Original Declaration as set forth in this Amended and Re- Stated Declaration of Covenants and Restrictions on December 9, 2003.

NOW THEREFORE, the Association hereby declares this Amended and Re- Stated Declaration of Covenants and Restrictions does replace the Original Declaration and supplements and amendments thereto in their entirety, and that all of the property described on Exhibit A attached hereto shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property described on Exhibit A, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

The following words when used in this Declaration shall have the following meanings:

- (a) "Association" shall mean and refer to Montgomery West Homeowners Association.
- (b) "The Property" shall mean and refer to all real property described in Article II hereof.

(c) "Lot" shall mean and refer to all real property described in Article II hereof.

(d) "Common Areas" shall mean and refer to all real property owned by the Association.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single person or family.

(f) "Owner" shall mean and refer to the record owner of the fee simple title to any Lot situated on The Property.

(g) "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity who is a member of the Association.

ARTICLE II

Subject Property

The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Montgomery County, Maryland, and is more particularly described in Exhibit A, attached hereto and by reference made part hereof.

ARTICLE III

Membership

Every person or other entity who or which is a record owner of a fee interest in any Lot which is a part of the premises described in Article II of this Declaration shall be a Member of this Association.

ARTICLE IV

Association of Members

The several members of the Association shall be deemed to be associated and organized, in accordance with the terms of this Declaration, as a non-profit, corporation, the sole purpose of which is the care and maintenance of those certain open spaces and the appurtenances and improvements thereto, and the enforcement of the covenants herein contained.

ARTICLE V

Right of Enjoyment

Every member shall have a right and easement of enjoyment of the common areas and facilities and such easement shall be appurtenant to and shall pass with the fee title to every Lot, subject, however, to the following:

- (a) The right of the Association to adopt and promulgate reasonable rules respecting use of the Common Areas and facilities;
- (b) The right of the Association to impose fees or other sanctions, suspend the voting rights and the rights to use of the Common Areas and facilities of any member in default of payment of any assessment required by the terms of this Declaration, or for any infraction of any of the Documents or published rules and regulations of the Association; and
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas or community facilities to any public or municipal agency, authority or utility for purposes consistent with this Declaration, provided, however, that no such dedication or transfer shall be effective unless a majority of the then members of the Association consent to such dedication or transfer at a special meeting of the members to be called for such purposes; and

(d) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, or public utility, provided, however, that no such licenses, rights of way or easements shall be unreasonable or inconsistent with the rights of the members to the use and enjoyment of the Common Areas and facilities.

ARTICLE VI

Maintenance Assessments

Section 1. Annual assessment. Each member, by acceptance of a deed conveying title to property subject to this Declaration, by acceptance thereof, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay the Association, in advance, the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses. Such annual assessments may, from time to time, be billed upon a monthly, quarterly or, annual basis and shall include but not be limited to the following:

- (a) The cost of all operating expenses of the Common Areas and facilities and
- (b) The cost of necessary management and administration of the Common Areas and facilities; and
- (c) The amount of all taxes and assessments levied against the Common Areas and facilities; and
- (d) The cost of liability insurance on the Common Areas and facilities and the cost of such other insurance as the Association may affect with respect to the Common Areas; and

(e) The cost of utilities, if any, and other services which may be provided by the Association for the Common Areas; and

(f) The cost of maintaining, replacing, repairing and landscaping the Common Areas, including, without limitation, maintenance of any storm water retention basins or the like located upon the Common Areas and the cost of the maintenance of all pathways upon the property, together with such equipment as the Board of Directors shall determine necessary and proper in connection therewith; and

(g) The cost of funding a reserve fund which shall be established and maintained for the replacement of the Common Areas and facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of or fully guaranteed as to principal by the United States of America.

The reserve for replacement of the Common Areas and facilities may be expended only for the purpose of effecting the replacement of the Common Areas and facilities, major repairs, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 2. Special Assessments. (a) In addition to the general assessments authorized by this Article, the Association may levy, in any assessment year, a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a capital improvement located upon, or forming a part of the Common Areas and facilities, including the necessary fixtures and personal property related thereto or for such other purpose as the Board of Directors may consider appropriate. (b) The Association may also levy a special assessment against any Owner to reimburse the Association for costs, including reasonable attorney's fees, incurred in bringing any Owner and his or her lot into compliance with the provisions of this Declaration, the Articles of Incorporation, the By-laws or Rules of the Association, and to collect unpaid fines imposed by the Association for violations thereof.

ARTICLE VII

Nonpayment of Assessment

Any assessment levied pursuant to this Declaration, or any installment hereof, which is not paid on the date when due shall be called delinquent and shall, together with late fees, interest thereon and the cost of collection thereof including reasonable attorney's fees, become a continuing lien upon the lot or lots belonging to the member against whom such assessments is levied and shall bind such lot or lots in the hands of the then owners, his heirs, devisees, personal representatives and assigns. The Owner's obligation for costs of collection and reasonable attorneys' fees shall extend to all collection activities, including but not limited to judicial proceedings. Additionally, if any assessment levied pursuant to this Declaration is not paid within 30 days of the date when due, the entire balance of the unpaid annual assessment for the remainder of the fiscal year shall be accelerated and be due and payable immediately. The personal obligation of the member to

pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recovery a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof together with late fees, interest thereon and the cost of collection thereof including reasonable attorney's fees, may be maintained without foreclosing or waiving the lien herein created to secure the same. The lien hereby created shall have priority and preference over any other assessments, liens, judgments or changes of whatever nature, except:

- (a) General and special assessments for ad valorem real estate taxes on the Lot; and
- (b) The liens of any deeds of trusts, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the lien provided for in this Declaration.

No amendment to this section shall effect the rights of the holder of any first mortgage on any Lot, or the indebtedness secured thereby, unless the party thereby secured shall join in the execution of such amendment.

ARTICLE VIII

Enforcement

Section 1. Right to Remove or Correct Violations. In the event of a violation a provision of this Declaration, the Articles of Incorporation or By-Laws of the Montgomery West Homeowners Association, Inc., or any Rules adopted pursuant to the Declaration or Bylaws, upon written notice to the Owner of the Lot on which the violation has occurred, such violation shall be removed or abated within 15 days (or such shorter period as the notice may require) of mailing of the notice to the Owner. If the violation is not removed or abated within the period specified in the notice, then the Association, upon further notice and opportunity for a hearing and upon a

resolution adopted by the Board of Directors, shall have the right to inspect the Lot where the violation has occurred. The costs of removal or abatement, and the reasonable costs of attorneys fees related to removal or abatement may be assessed against the Lot and shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of the Lot, and may be collected as provided in Article VII of this Declaration. The Association shall have the further right to inspect the property to ascertain whether any violation of any provision exists on the Lot.

Section 2. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to levy fines against an Owner or his guests, relatives, lessees or invitees, after notice and opportunity for a hearing, for violation of this Declaration, the Bylaws and any published rules and regulations, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the Bylaws and the Articles of Incorporation and such fine(s) shall also become the binding personal obligation of such Owner.

Section 3. Nothing herein shall be construed to require that written notice be given to an Owner prior to corrective action taken by the Association with regard to any violation occurring on the Common Areas. Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the Bylaws, Articles of Incorporation or rules and regulations, including, but not limited to, legal action for damages or injunctive relief.

Section 4. Attorney's fees. With respect to any suit, legal action or dispute regarding the enforcement, application or interpretation of any provision of the Declaration, Bylaws, Articles of Incorporation, Rules or Regulations or any decision of the Board of Directors, the Association or any committee appointed by the Board of Directors, brought in any court or other dispute resolution forum (including the Montgomery County Commission on Common Ownership Communities), the prevailing party in such action or dispute shall be entitled to recover from the unsuccessful party its reasonable attorney's fees, costs, and other expenses incurred. Such right of recovery shall include all costs, expenses and attorney's fees related to the matter whether incurred before or after the initiation of any litigation or other dispute resolution process.

ARTICLE IX

Meeting of Members

Meetings of the membership shall be held at least annually at a suitable place in Montgomery County, Maryland, which is reasonably convenient to the membership, and may from time to time be designated by the Board of Directors. The first annual meeting of the members of the Association shall be held at such time and place as may be designated by the Board of Directors, provided, however, that the first annual meeting shall be held within one year after the filing of this Declaration. The annual meetings of the members shall be held as may be determined by the Board of Directors. Notice of such meetings shall be given by the Board of Directors not less than ten or more than sixty days prior to such meeting by mailing a notice thereof to each member. All meetings of the membership shall be conducted in accordance with Roberts Rules of Order.

ARTICLE X

Board of Directors

The affairs of the Association shall be governed by a Board of Directors composed of an uneven number of at least three (3) natural persons and not more than nine (9) natural persons.

All meetings of the Board of Directors shall be conducted in accordance with Roberts Rules of Order. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by this Declaration directed to be done by the members. The powers and duties of the Board of Directors shall include, but shall not be limited to the following:

- (a) Care and upkeep of the Common Areas and facilities, including the establishment of reasonable rules and regulations governing the details of the operation of the Association and the uses of the lots and Common Areas of the Association; and
- (b) Establishment, collection, use and expenditure of the assessments from the members and the filing and enforcement of liens and other penalties for any unpaid assessments; and
- (c) Purchasing insurance upon the Common Areas and facilities; and
- (d) Maintaining, repairing, restoring or reconstructing all or any part of the Common Areas; and
- (e) Establishment of procedures, including fines and penalties for enforcement of Rules and Regulations and the documents of the Association and delinquencies in assessments.

ARTICLE XI

Architectural and Environmental Standards

No building, fence, wall or other improvements or structure shall be commenced, placed, moved, altered or maintained upon the property subject to the terms hereof, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change shall have been submitted to and approved in writing as to, harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors.

Subject to the same limitations as hereinabove provided, it shall be prohibited to install, erect, attach, apply, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any other Common areas, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change shall have been submitted to and approved in writing as to, harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors.

An application shall be deemed approved unless the Board of Directors denies the application within 60 days following the date of its submission. All work approved in the application must be completed within 1 year of the date of approval, unless the Board of

Directors extends the completion period for good cause shown upon the request of the Owner. The Board of Directors shall provide a written explanation to the Owner in the event that it denies an application for an architectural change.

ARTICLE XII

Prohibited Uses and Nuisances

Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors, or as may be necessary in connection with the reasonable and necessary repairs or maintenance to any dwelling or to any Common Areas:

(a) No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other audible sound device beyond the property line, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets, provided further that they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of

Directors, the Architectural and Environmental Control Committee, shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any kind shall be permitted on any lot.

(d) Except as the Board of Directors or documents may provide, no commercial vehicle, trailer, camper, camp truck, house trailer, boat (except for boats under sixteen feet, hidden from view) nor non-operable, non-licensed vehicle nor other similar machinery or equipment of any kind or character shall be kept in the open on the property (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities); nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon (except for bona fide emergencies). Upon written request, which shall include current registered license plate number, the Board of Directors may grant "non-commercial vehicles" to be parked no more than 15 days on property and "boats over sixteen feet" to be parked no more than 15 days on property.

(e) Trash and garbage containers, and containers containing recyclable materials and yard waste to be collected by a municipality, shall not be permitted to remain in public view except on the evening before and the day of collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.

(f) No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other

than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right of way to any municipality, political subdivision, public utility or other public body or authority or to the Association, the Declarant or any other person for any purpose.

(g) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance and all cable connections or replacements, no water pipe, sewer pipe, gas line, drainage pipe, television cable or similar transmission line shall be installed or maintained on any lot above the surface of the ground.

(h) No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(i) [Intentionally omitted]

(j) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable or other buildings shall be erected, used or maintained on any lot at any time.

(k) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, and political signs placed in accordance with local and state law, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Declaration defined) is maintained, and provided further that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who

comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding arrangement, assignment of deed in lieu of foreclosure.

(1) No structure, planting or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) Unless permitted by Federal law, no outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property except that such aerials or antennae may be erected and maintained within the dwellings located upon the Property.

(n) No member shall make any private or exclusive or proprietary use of any of the common areas except with the specific approval of the Board of Directors and then only on a temporary basis and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

ARTICLE XIII

Residential Use-Leasing

All dwellings shall be used for private residential purposes exclusively, except that a professional office, no-impact home-based business, as defined in the Maryland Homeowners Association Act, or day care center may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provision of any applicable

zoning law, ordinance or regulation. As used in this section the term "professional office" shall mean rooms used for office purposes by a member of any recognized including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics.

ARTICLE XIV

Fiscal Management

The fiscal year of the Association shall be determined by the Board of Directors.

ARTICLE XV

Reciprocal Easements

Each and every lot shall be subject to an easement for the benefits of the lots adjoining it in order that the owners thereof may from time to time, come upon each lot for the purposes of gaining access to Dwellings. The reciprocal easement hereby created shall be construed as to permit the reasonable utilization thereof for purposes of repair and maintenance of dwellings only.

ARTICLE XVI

Officers

The Board of Directors, elected as aforesaid, shall, from time to time, elect at least a President, Vice President, and Secretary and Treasurer.

ARTICLE XVII

Amendment

This Declaration may be amended by the affirmative vote of members representing a majority of the then members of record at any meeting of the members duly called for such purpose, provided, however, that no such amendment shall be permitted or accomplished which has the effect of substantially modifying the requirement that the Association care for and maintain the Common areas owned by it, nor shall any amendment be accomplished which excuses any member from payment of his pro rata share of the cost of maintaining such Common areas.

ARTICLE XVIII

Rights of the Maryland-National Capital Park and Planning Commission

Any other provision of the Bylaws, the Declaration, or the Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed:

- (a) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities; provided, however, that the granting or rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) abandon or terminate the Declaration; or

(c) modify or amend any material or substantive provision of the Declaration, or the Bylaws or the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

IN WITNESS WHEREOF, Montgomery West Homeowners Association, Inc. has, on this 11 day of February, 2007 caused the foregoing Amended and Restated Declaration to be executed by Heather Patton as its true and lawful attorney-in-fact to acknowledge and execute the same as the act and deed of Montgomery West Homeowners Association, Inc.

MONTGOMERY WEST

HOMEOWNERS ASSOCIATION, INC.

By:

Heather Patton
Heather Patton, President

Attest:

Thelena Smith Williams, Secretary

STATE OF MARYLAND:

COUNTY OF MONTGOMERY:

I HEREBY CERTIFY that on this 11th day of February, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Heather Patton personally well known to me to be the President of Montgomery West Homeowners Association, Inc., who acknowledged the foregoing to be act and deed of Montgomery West Homeowners Association, Inc. and that he/she executed the same for the purposes therein contained.


IN WITNESS my hand and Notarial seal the day and year first above written.

Notary Public

ZAHEER MOTALA
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 9, 2007


CERTIFICATE OF SECRETARY OF THE
MONTGOMERY WEST HOMEOWNERS ASSOCIATION, INC.


In accordance with the Bylaws of the Montgomery West Homeowners Association, Inc. the Secretary, as the person authorized to count votes of the owners, hereby certifies that the Amended and Restated Declaration of Covenants and Restrictions to which this Certificate is attached was approved by a majority of the owners of the lots in the Montgomery West Homeowners Association, Inc. pursuant to Article XVII of the Declaration.


Thelena Smith Williams, Secretary
Montgomery West Homeowners Association, Inc.

STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY) ss:

I, Zaheer Motala, a Notary Public in and for the State of Maryland and the County aforesaid do hereby certify that the undersigned, personally appeared the Secretary of the Montgomery West Homeowners Association, Inc., Thelena Smith Williams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purpose therein contained.

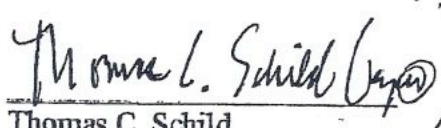
Given under my hand and seal this 11th day of February, 2004 

 Notary Public
ZAHEER MOTALA
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 9, 2007

My Commission Expires: _____

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by me or under my supervision, and that I am an attorney, duly admitted to the practice of law by the Court of Appeals of Maryland.


Thomas C. Schild