

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), made as of this ___ day of _____, 2009, by BUDDINGTON GD, LLC (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner / contract purchaser of certain real property in Prince Georges County, State of Maryland, which is more particularly described as Lots 1 through 14 in Block A, inclusive, as well as Lots 1 through 11 in block B, inclusive, as shown on two (2) plats of subdivision entitled "College Heights West", said plats being recorded among the Land Records of Prince Georges County, Maryland as Plat Book 226, Plat No. 71, Recorded 6/27/08, and Plat Book 226, Plat No. 72, Recorded 6/27/08 (individually, "Lot"; collectively, "Lots");

WHEREAS, the Declarant proposes to develop the Lots for use as single family detached residences;

WHEREAS, the Declarant is marketing the Lots under the name "_____" and for purposes herein, the term "_____" shall hereinafter be referred to individually or collectively as the "Subdivision"; and

WHEREAS, the Declarant desires to provide for the preservation of the value and amenities of the Lots and the improvements to be constructed thereon; and to this end, desires to subject the Lots to the covenants, conditions, restrictions, easements, reservations and charges hereinafter set forth pursuant to a general plan of improvement for the benefit of each owner (individually, "Owner"; collectively, "Owners") of a Lot.

NOW, THEREFORE, the Declarant hereby declares that each of the Lots is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, easements, reservations and charges hereinafter set forth, all of which are declared and agreed to be in aid of a uniform plan of improvement and use of the Lots, and shall be deemed to run with and bind the land and any successor in title to the Declarant having any right, title or interest in any of the Lots, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns. The covenants, conditions, restrictions, easements, reservations, and charges set forth herein are hereby declared to assist in insuring the best and most appropriate means of development and improvement of each Lot; to protect the Owners against damage and inconvenience arising from improper means of developing and improving surrounding Lots and as may depreciate the value of their Lots; to preserve, so far as practicable, the natural beauty of the Lots; to encourage and secure the highest and best development and use of the Lots; to prevent haphazard and inharmonious development and improvement of Lots; and in general to provide adequately for

the development of high quality improvements on the Lots, and thereby to enhance the value of investment made by owners of the Lots.

Article I

Architectural Control and Restrictions

Section 1. Architectural Control. No structure shall be commenced, erected, placed, maintained, moved onto or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way which changes the exterior appearance thereof, nor shall any grading of any Lot be altered in any way, unless final architectural plans and specifications and/or final site plans or grading plans or landscaping plans, as applicable, together with a list of all general contractors, construction managers, major subcontractors and similarly appointed agent(s) of the Owner engaged to perform or supervise the construction of the proposed improvements on the Lot (collectively, the “Plans and Specifications”) shall have been submitted to and approved in writing by the Architectural Control Committee in its sole and absolute discretion. The Architectural Control Committee’s written approval shall also be required for any proposed alterations or changes to Plans and Specifications previously approved by the Architectural Control Committee prior to performing said work. The Architectural Control Committee shall have the power to establish design guidelines, rules and regulations for the review of the Plans and Specifications, provided that, in all instances, the following criteria shall be applied to all Plans and Specifications submitted for approval and each Lot is subject to the following covenants:

- (i). No residential dwelling with two finished stories above grade shall be constructed on a Lot with less than two thousand three hundred square feet of finished living space; no residential dwelling with one finished story above grade shall be constructed on a Lot with less than two thousand square feet of finished living space
- (ii). No residential dwelling or any other structure or improvement shall be constructed on a Lot with vinyl or aluminum siding; any stone installed on a dwelling shall be natural stone, with no cultured stone being used

- (iii). The exterior of any residential dwelling or other structure or improvement constructed on a Lot shall be stone or brick to grade with no exterior concrete surface above grade; and
- (iv). The roof of any residential dwelling or other structure or improvement constructed on a Lot shall be covered with architectural roof shingles or shingles which are recognized within the residential building industry as being of a superior quality to architectural roof shingles;

Section 2. Architectural Control Committee - Operation. Until such time as (i) a Certificate of Occupancy, or such other approval of Prince Georges County, Maryland as is required for the occupancy of a residential dwelling (hereinafter referred to as a “Certificate of Occupancy”), has been issued for the last remaining Lot for which a Certificate of Occupancy has not been issued and (ii) title to the last remaining Lot has been conveyed by the Declarant to an Owner (the “Transition Date”), the Declarant shall be the sole member of the Architectural Control Committee. Thereafter, the Architectural Control Committee shall be composed of three (3) Owners to be selected by the Owners at a meeting of the Owners called for such purpose. Any Owner may call a meeting of the Owners for such purpose after the Transition Date by mailing or delivering written notice thereof, at least seventy -two (72) hours (but not more than sixty (60) days) before such meeting to each Owner. Such notice shall be sent to each Owner at the address of such Owner’s Lot. Such meeting shall be held at the place and time convenient to the greatest number of Owners. The presence of eight (8) Owners at the meeting shall constitute a quorum. Each Owner shall be entitled to one (1) vote. Provided that a quorum is present at such meeting, the vote of at least three (3) Owners shall be required for appointment of an Owner to the Architectural Control Committee.

Section 3. Approval by Architectural Control Committee. All Plans and Specifications submitted to the Architectural Control Committee shall be in such form and shall contain such information as may be required by the Architectural Control Committee, but in any event shall include (i) one set of site and building plans of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks and freespaces, if any are proposed) and all structures on the Lot, and (ii) grading and landscaping plans for the particular Lot.

The Architectural Control Committee shall have the right to disapprove any Plans and Specifications submitted hereunder based on any of the following:

- (i). The failure of the Plans and Specifications to comply with any of the covenants or restrictions set forth herein, or the failure to include any information reasonably requested by the Architectural Control Committee;
- (ii). Objection to the exterior design, color, finish, architecture, height, bulk, location, appearance, materials or appropriateness of any proposed structure;
- (iii). Incompatibility of any proposed structure or use with the structures or uses of other Lots;
- (iv). Objection to the grading, clearing, removal of existing shrubs and trees or driveways for any Lot; and
- (v). Any matter which, in the sole and unfettered judgment of the Architectural Control Committee would render the proposed structure, grading or use to be not in harmony with the general plan of improvement of the Lot with the structures or uses of the other Lots.

The Architectural Control Committee's written approval must be obtained prior to the Owner's submittal of said Plans and Specifications to the appropriate governmental department(s) of Prince Georges County, Maryland for permit approval or commencement of any such construction.

All improvements to a Lot (and all additions, alterations or changes thereto) shall be constructed or made in accordance with the Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee shall not be responsible for any defects in any such plans, or in the construction of any improvements on a Lot.

The Architectural Control Committee shall issue to the Owner its written approval or disapproval of any Plans and Specifications submitted to it for review pursuant to this Declaration within thirty (30) days of the Architectural Control Committee's receipt thereof. Any such notice of disapproval shall contain a

detailed statement of the reasons for Architectural Control Committee's disapproval of such Plans and Specifications. If the Architectural Control Committee fails to issue its written approval or disapproval of such Plans and Specifications within such thirty (30) day period, then the aforesaid Plans and Specifications shall be deemed to have been approved by the Architectural Control Committee.

Section 4. Initiation and Completion of Approved Changes. Construction or alterations in accordance with Plans and Specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved as described above, and shall be substantially completed within eighteen (18) months following the date of commencement, or within such longer period as the Declarant shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the Plans and Specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from Plans and Specifications approved by the Architectural Control Committee without the prior written consent of the Architectural Control Committee. Approval of any particular Plans and Specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such Plans and Specifications, or any elements or features thereof, in the event such Plans and Specifications are subsequently submitted for use in any other instance.

Section 5. Maintenance. The Owner shall perform each of the following obligations, at the Owner's sole cost, from the date of commencement of all improvements or alterations on a Lot approved by the Architectural Control Committee in accordance with the provisions of this Article until the date of completion thereof by the Owner.

(i). The Owner shall protect the pavement, shoulder and gravel walks, adjacent and nearby outlots, streets, and utility structures within the vicinity of the Lot from damage and shall keep pedestrian and road rights-of-way and drives clear of equipment and building materials.

(ii). The Owner shall install, prior to the commencement of any construction or site development on the Lot, and shall maintain during the entire period of construction of improvements to the Lot, such protective measures as are acceptable to the Architectural Control Committee in order to protect from damage

those trees that were indicated to be saved on the site plan submitted by the Owner and approved by the Architectural Control Committee in accordance with this Article.

(iii). The Owner shall confine all of its construction activities to the area within the boundary lines of its Lot and the Owner shall take all necessary precautions to protect from damage all property located outside but in the vicinity of the Lot.

(iv). The Owner shall clean the streets affording access to its Lot whenever development or construction activity on and about the Lot dictates that such cleaning is required. All construction waste and debris created as a result of the development of the Lot, including, without limitation, all tree stumps, foliage, sizeable rocks or other obstructions shall be removed by the Owner to a location outside the Subdivision, at its sole expense. No such construction waste or debris shall be stored, piled or dumped on any Lots.

(v). Each Owner shall keep its Lot, and all improvements therein or thereon, in good order and repair and free of debris, weeds, refuse, trash and debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management, to appropriate levels reasonably determined by the Architectural Control Committee.

In the event any property, either in public or private ownership, is damaged because of the failure by the Owner to comply with the terms of this Declaration, the Owner agrees to indemnify, protect, defend and hold the Architectural Control Committee harmless from any claims of any nature that may be made against the Architectural Control Committee as a result of such failure on the part of the Owner to comply with the terms and provisions hereof.

ARTICLE III

USE RESTRICTIONS

In addition to all other covenants contained herein, the use of each Lot therein is subject to the following:

Section 1. Permitted Uses. Each Lot shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain

on any such Lot other than one used as a single-family dwelling, and such ancillary buildings as are reasonable and customarily used in connection with (i) a single-family dwelling (i.e., detached garage, pool house, tool shed).

Section 2. Prohibited Uses. No part of any Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, office, mercantile, storing, vending or other such non-residential purposes, other than what is permitted by applicable Prince Georges County zoning laws, except the Declarant or an Agent of the Declarant may use each Lot for signage, construction offices, and the storage of materials and supplies during the sales period of Lots.

Section 3. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of any Lot, except one (1) sign for each Lot, of not more than thirty inches (30") by twenty-four inches (24"), advertising the Lot for sale or rent. Signs advertising a Lot for sale or rent shall be removed promptly after the sale or rental of the Lot. These restrictions shall not apply to entrance signs, street signs, directional signs, signs for traffic control or safety and community theme signs authorized and maintained by the Declarant or by any public authority. Further, they shall not apply to the Declarant or home builders during the period of construction or sales of Lots, nor shall they 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 or deed in lieu of foreclosure.

Section 4. Structures and Vehicles. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on a Lot at any time as a residence either temporarily or permanently. No trailer (other than a horse trailer), camper, recreational vehicle, or similar equipment, shall be permitted to remain upon a Lot, unless and until the Declarant designates a location and/or building specifications for an enclosed garage in which such vehicle or equipment can be stored, if any. Horse trailers, recreational vehicles and boats shall be permitted provided that such vehicles shall not be used or maintained by Owner in the front yard of Owner's Lot and Owner shall use reasonable efforts to otherwise maintain the vehicle in a location on the Lot which is concealed from public view. Further, other than as may be utilized by an Owner for the care and maintenance of its Lot (i.e. lawn tractors), no motorized vehicle may be used or maintained in the yards or on the sidewalks of a Lot, nor shall any unlicensed motor vehicle be permitted on a Lot.

Section 5. Animals. No animals, livestock or poultry, of any kind or number, shall be raised, bred or kept on any Lot, except that dogs, cats, caged birds, or other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose, and are not kept in unreasonable numbers or in a manner to be a nuisance as more fully described in Section 4 above. Pets shall be attended at all times, and shall be registered, licensed and inoculated as may from time to time be required by law. No pet shall be allowed to roam off of the property of the pet owner. The keeping of pets shall be in strict conformity with all state and local laws and regulations, including, without limitation, all zoning and subdivision regulations and ordinances.

Section 7. Additional Prohibitions.

(a) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on a Lot, or any part thereof, except that building materials may be kept in neat and safe fashion on a Lot during the period of construction of improvements thereon. Trash and garbage containers shall not be permitted to remain in public view, except on days of collection (and the evening before such collection day). All refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon a Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen. No incinerator shall be kept or maintained on a Lot. Garbage, trash or other refuse shall be placed in secure, covered containers.

(b) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon a Lot at any time except during the period of construction of a dwelling on a Lot. No decorative lawn ornaments shall be erected or maintained upon a Lot. 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, which may unreasonably change, obstruct, or retard direction or flow of any drainage channels or would obstruct unreasonably the view of traffic on public streets. Outdoor clothes dryers or clothes lines are specifically prohibited.

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

(d) No play equipment including, without limitation basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling on a Lot. Basketball backboards and supporting poles, that are not attached to the dwelling, may be installed on a Lot provided they are maintained in good repair and are located behind the front building line of the dwelling on the Lot on which it is located, and also behind the front building line of the dwelling immediately adjacent to the basketball backboard location. Notwithstanding the foregoing, children's play equipment other than basketball backboards and basketball hoops may be located in front of the front building line of the dwelling immediately adjacent to the subject Lot, if the view from the adjacent dwelling is screened by fence, vegetation, or otherwise, or if the adjacent dwelling is a sufficient distance from the play equipment so that the location thereof beyond the front building line of the adjacent dwelling does not create an unreasonable unsightly view thereof from said adjacent dwelling, all as determined by the Declarant.

(e) No vegetable gardens shall be maintained between the rear building line of the dwelling on a Lot and the street and, in any event, vegetable gardens shall be maintained in a manner calculated to minimize erosion and to promote a neat appearance free of weeds and clutter.

(f) No play equipment shall be installed between the rear building line of the dwelling on a Lot and the street.

(g) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling) shall be stored in the front yard or side on a Lot.

(h) No fence installed on a Lot shall be more than (6) feet in height. Chain link and other wire fencing is specifically prohibited except those chain link fences which are installed around swimming pools and tennis courts. No chain link fence shall be installed in front of the rear building line of the dwelling and garage on that Lot and shall not be located closer than eight (8) feet to any lot line. Board on board or corral fences may be installed behind the rear building line of each dwelling. Board on board fences are prohibited in front or side yards other than (i) the community fencing constructed by the Declarant for the Subdivision.

(i) Any storm door installed on a dwelling on a Lot must match the paint color of the door or door trim on which it is installed. Any storm window installed on a dwelling on a Lot must match the paint color of the window on which it is installed.

(j) The installation of solar panels on the front of a dwelling on a Lot is prohibited. Solar panels that are not attached to the main house and are located in the front or side yards are strictly prohibited. Solar panels located in the rear yard of a Lot must be screened with landscaping so that they are not visible from the street or from the main indoor and outdoor living areas of dwellings of adjacent Lots.

(k) A tennis court(s) and/or swimming pool can only be constructed, installed and maintained on a Lot only if they are located behind the rear building line of the dwelling on the Lot on which it is located.

(l) No school, or church, day care facility for children, or any type of group home of individuals not related by marriage or family lineage shall be maintained or operated upon a Lot.

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

Section 8. Antennae. No outside radio or television receiving or transmitting antennae or external apparatus shall be installed on a Lot without the approval of the Declarant which may establish specific rules and requirements. Normal radio and television installations wholly within a building are excepted. Satellite dish antennas shall not be any larger than two (2) feet in diameter, shall not be installed in front yards or on the front side of roofs, must strictly conform with all state, county and federal regulations and requirements and require the prior written approval of the Declarant.

Section 9. Exemptions From Use Restrictions. None of the restrictions set forth in this Declaration shall be applicable to the activities of the Declarant, its officers, employees, agents or assigns, in their development, construction, marketing and sale of the Lots or other lots and parcels within the Subdivision.

Section 10. Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Lots; provided that such easements do not encroach upon any residential dwelling improvement constructed upon the Lot in accordance with the terms and provisions of this Declaration or otherwise unreasonably interfere with the Owner's use and enjoyment of the Lot.

(b) There is hereby reserved unto the Declarant and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights, a blanket easement upon, across and under the Lots (provided that such easement does not encroach upon any residential dwelling improvement constructed upon the Lot in accordance with the terms and provisions of this Declaration or otherwise unreasonably interfere with the Owner's use and enjoyment of the Lot), for vehicular and pedestrian ingress and egress, curb cuts, slope or grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Lots from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment within the Lots, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of any of the Lots, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise of the aforesaid right of ingress and egress within the Lots or any of them. Without limiting the generality of the foregoing, the Declarant further reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Lot(s); provided, however, that if requested by the Declarant, any party having an interest in any Lot shall promptly join in and execute such confirmatory easements and other agreements. Each Lot shall further be subject to a public pedestrian access easement over and upon any sidewalk (or the replacement thereof) constructed on the Lot by the Declarant or an Agent of the Declarant, which sidewalk is reasonably deemed to be for the use of all of the Owners.

Section 13. Rights. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever water, sanitary, electricity, sewer, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within any Lot, the Owner of any Lot, or the Declarant shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Lot in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in Subparagraph (a) above shall be only to the extent necessary to entitle the Owner or the Declarant serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

Article IV

General Provisions

Section 1. Covenants Run With Land and Term of Enforceability. These covenants are to run with the land and shall be binding on all Owners of Lots and all persons claiming under them for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of no less than fifteen (15) of the Lots. Notwithstanding the foregoing, until such time as the Declarant has conveyed title to the last Lot owned by the Declarant, no Amendment shall be deemed effective unless approved and executed by the Declarant in its sole and absolute discretion.

Section 2. Assignment of Declarant's Rights. The Declarant shall have the right to assign any or all of its rights, powers, obligations and privileges to any other corporation, association, or person, or to an architectural control committee designated by the Declarant, upon such terms and conditions as it deems appropriate. Such assignment or assignments shall be effective upon notice of such assignment to the Owners, and may be further evidenced by the recordation among the Land Records of Prince Georges County, Maryland, of an instrument evidencing same.

Section 3. Reservation of Rights by Declarant. All Owners of Lots expressly stipulate and agree that, inasmuch as the Declarant is the most interested party in maintaining the orderly and harmonious means of development which by this Declaration is sought to be maintained, the Declarant has rightfully reserved unto itself, and its successors and assigns, as herein set forth, the right to waive, modify, amend or alter such of the restrictions as it, in its sole discretion, may deem best for the benefit of the development or maintenance of the whole community comprising the Subdivision in any particular instance, which waiver, modification, amendment or alteration shall be evidenced by, and shall be effective upon, the written consent of the Declarant and the then Owner of the Lot upon which said restrictions are to be waived, modified, amended or altered. Any waiver, modification, amendment or alteration of a particular restriction as same affects a particular Lot or Lots shall not be construed to waive, alter, modify, or amend the applicability of the restrictions, as stated herein, to any other Lot or Lots.

Section 4. Effect on Mortgages. It is expressly provided that the breach of any of the foregoing conditions, or of any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, as to the said premises, or any part thereof, encumbered by such mortgage or deed of trust; but said conditions shall be binding upon and effective against any Owner of a Lot, whose title thereto is acquired by foreclosure, trustees, sale, or otherwise, as to any breach occurring after said acquirement of title.

Section 5. Effect of Invalidity. Each of the provisions hereof shall be deemed independent of the others, and invalidation of any one of more of the terms and conditions contained herein, or any part or parts thereof, by judgments or court order, shall in no way affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

Section 6. Binding Effect. This Declaration shall bind and benefit the Declarant and the Owners and their successors and assigns. Whenever used in this Declaration the singular shall include the plural the plural the singular, and the sue of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Buddington GD, LLC, has caused this Declaration to be executed and delivered by its duly authorized officer on the day and year first above written.

WITNESS:

BUDDINGTON GD, LLC

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF MARYLAND :
 : to wit:
COUNTY OF PRINCE GEORGES :

I HEREBY CERTIFY that on this ____ day of _____, 2009, before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of Buddington GD, LLC, and that being authorized to do so, he executed the foregoing and annexed instrument on behalf of Buddington GD, LLC for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

[NOTARIAL SEAL]