



The Canbury Woods Association, Inc.
Bylaws, Declaration of Covenants, and
Official Documents

The Canbury Woods Association, Inc.

P.O. Box 218
Hanover, Maryland 21076-9998

September 29, 1993

To All Canbury Woods Residents,

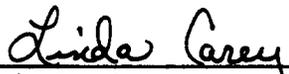
Our Covenants and Bylaws establish how we manage our community and authorize the Board of Directors and Committee members to function for our community. We must all set a goal to keep the community an attractive and desirable place to make our homes. Maintaining our homes, properties, and community common areas will not only sustain a charming community, but will also add value to each homeowner's property. Local real estate statistics show that communities with solid homeowners associations working together to keep high standards for their neighborhoods yield higher re-sale property values than those communities that do not.

We have retained the firm of Silverman & Schild to provide legal services and counsel for The Canbury Woods Association, Inc. Silverman & Schild represents homeowners associations in Maryland. The firm advises community associations on all aspects of association operations including covenant enforcement, collections, developer warranties, maintenance and management contracts, and association document interpretation. Silverman & Schild also represents community associations in court litigation and before state and local legislative bodies.

To make absolutely sure that everyone has a complete, up-to-date copy of our Covenants and Bylaws, we have prepared a replacement copy for every Canbury Woods property owner. Your new free copy (copies normally cost \$50 each) contains the Architectural Rules and Regulations and Procedures along with some Architectural Request forms. Please review and become familiar with our Covenants and Bylaws.

Let's preserve the fine community we have today and strive to make it even better tomorrow.

Sincerely,



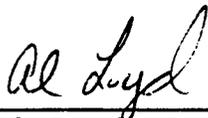
Linda Carey, President
796-2548



Denise Willoth, Vice President
379-5832



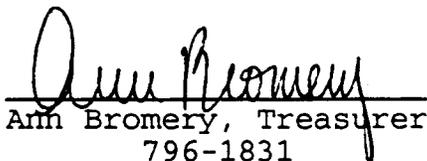
Rich Grantham, Board
379-0526



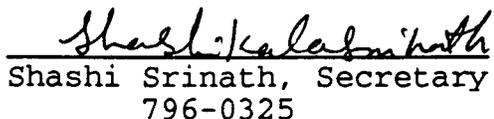
Al Loyd, Board
379-0779



Lou DeTota, Board
379-0813



Ann Bromery, Treasurer
796-1831



Shashi Srinath, Secretary
796-0325

Canbury Woods Homeowners Association

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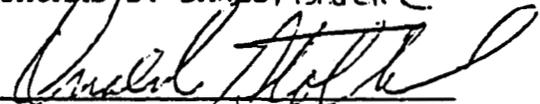
THE CANBURY WOODS ASSOCIATION, INCORPORATED

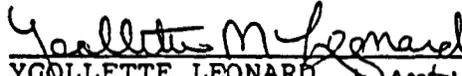
Call to and Waiver of Notice of
First Meeting of Board of Directors

WE, THE UNDERSIGNED, being all of the Directors of THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland (hereinafter referred to as "the Association"), do hereby (1) call the first meeting of the Board of Directors of the Association to be held at 9030 Red Branch Road, Columbia, Maryland, on September 26 1986, at ten o'clock A.M., local time, for the purpose of electing officers and transacting such other business as is necessary or advisable in connection with the Association's organization or the promotion of its contemplated business, (2) waive any right which we may have to be given prior notice of the time, place and purpose of such meeting, and (3) consent to the transaction thereat of any and all business pertaining to the Association's affairs.

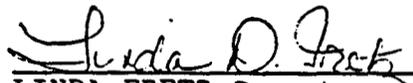
IN WITNESS WHEREOF, we have executed this Call to and Waiver of Notice of First Meeting of Board of Directors, this 18 day of September, 1986.


THOMAS D. DAWES, Director


DONALD STOLKOVICH, Director


YOLLETTE LEONARD, Director


ROD MAY, Director


LINDA FRETZ, Director

THE CANBURY WOODS ASSOCIATION, INCORPORATED

Minutes of First Meeting of Board of Directors

The first meeting of the Board of Directors of THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland (hereinafter referred to as "the Association"), was held at 9030 Red Branch Road, Columbia, Maryland, on September 26, 1986, at ten o'clock A.M., local time, pursuant to a Call and Waiver of Notice thereof, a copy of which has been inserted in the Association's minute book immediately prior to these minutes and has been executed by all of the Association's Directors.

The following Directors, constituting a quorum of the Board of Directors, were present:

Thomas D. Dawes
Donald Stolkavich
Ycollette Lennard
Rod May
Linda Fretz

Mr. Dawes was made temporary chairman of the meeting, and Ms. Lennard was made temporary secretary thereof.

The temporary chairman then presented and read, article by article, a form of by-laws for regulating the government of the Association and for the administration of its affairs, a copy of which has been inserted in the minute book immediately following these minutes. Following a discussion, and upon a motion duly made, seconded and unanimously carried, it was duly

RESOLVED, that the form of by-laws which has been submitted and read to this meeting be, and is hereby, adopted, as and for the Association's By-Laws.

Thereupon, pursuant to the provisions of the Association's By-Laws, was held an election of the Chairman of the Board of Directors. Mr. Dawes was nominated to be the Chairman and, his nomination having been seconded and no further nomination having been made, was unanimously elected to such position. Thereupon, pur-

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suant to the By-Laws and in his capacity as Chairman of the Board of Directors, he assumed the chairmanship of the meeting.

Thereupon was held an election of the Association's officers. The following persons were nominated to be its officers until the first meeting of the Board of Directors held after the first annual meeting of the Association's membership next succeeding their election, and thereafter until their respective successors have been elected and qualified, and, their nominations having been seconded and no further nomination having been made, were unanimously elected:

President:	Thomas D. Dawes
Vice-President:	Donald Stolkavich
Secretary:	Ycollette Lennard
Treasurer:	Ycollette Lennard

Thereupon, pursuant to the By-Laws and in his capacity as Secretary of the Association, Ms. Lennard assumed the position of secretary of the meeting.

The Chairman then presented to the meeting a certified copy of the Association's Articles of Incorporation which had been filed with the State Department of Assessments and Taxation of Maryland, and stated that any and all taxes and fees required by law in connection with such filing had been paid, and that such Articles had been approved for record. Such certified copy, as well as a certification by such Department as to its receipt and approval for record of the same, have been inserted in the Association's minute book immediately after these minutes.

The Chairman then presented to the meeting a copy of the Declaration of Covenants, Easements, Charges and Liens for Canbury Woods, dated August 6, 1986, and recorded among the Land Records of Howard County, Maryland, in Liber 5184 at folios 417 et seq., made by Elkridge Limited Partnership (hereinafter referred to as "the Declaration"). Such copy has been inserted in the Association's minute book immediately after these minutes.

Thereupon, the Chairman presented a proposed budget for the Association's fiscal year terminating on December 31, 1986. Thereupon, following a discussion, and upon a motion duly made, seconded and unanimously carried, it was duly

RESOLVED, that the proposed budget which has been submitted to this meeting be, and is hereby, adopted, as the Association's budget for the fiscal year commencing January 1, 1986.

Thereupon the Directors discussed the Association's Architectural Committee, established by the provisions of Section 8 of the Declaration. Following such discussion, and upon a motion duly made, seconded and unanimously carried, it was duly

RESOLVED, that the Architectural Committee established by the provisions of Section 8 of the Declaration of Covenants, Easements, Charges and Liens for Canbury Woods have three and only three members.

Thereupon was held an election of the members of such Architectural Committee. The following persons were nominated to be its members until the first meeting of the Board of Directors held after the first annual meeting of the Association's membership after the date of this meeting, and thereafter until their respective successors have been elected and qualify, and, their nominations having been seconded and no further nomination having been made, were unanimously elected:

Mr. Thomas D. Dawes
Mr. Donald Stolkovich
Ms. Ycollette Leonard

The Chairman then presented to the meeting a set of architectural guidelines proposed by the Architectural Committee for adoption by the Board of Directors, pursuant to the provisions of Section 8 of the Declaration (a copy of which form has been inserted in the minute book immediately after these minutes). Following a discussion, and upon a motion duly made, seconded and unanimously carried, it was duly

RESOLVED, that the form of architectural guidelines which have been submitted and read to this meeting be, and is hereby, adopted, for use by the Association's Architectural Committee in considering whether to approve any Plans (as that term is defined by provisions of the Declaration of Covenants, Easements, Charges and Liens

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for Canbury Woods) submitted to the Architectural Committee for its review pursuant to such provisions.

Thereupon, following a discussion, and upon a motion duly made, seconded and unanimously carried, it was duly

RESOLVED, that the Treasurer be, and is hereby authorized, empowered and directed to open one or more accounts in Association's name with Provident Bank of Maryland.

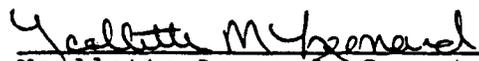
Thereupon, following a discussion, and upon a motion duly made, seconded and unanimously carried, it was duly

RESOLVED, that the Treasurer be, and is hereby, authorized to pay all fees and other expenses incident to and necessary for the organization of the Association;

and it was further duly

RESOLVED, that whenever the Association is required to place its corporate seal to any document, the word "(SEAL)" shall be placed adjacent to the signature of the person who executes such document on the Association's behalf; that such word, placed in such manner, shall constitute the Association's corporate seal; and that the Association shall have no other seal.

There being no further business before the meeting, it was thereupon adjourned.


Yollette Leonard, Secretary

Date: September 24, 1986

CANBURY WOODS

INFORMATION BROCHURE

Canbury Woods is a planned community ("the Community") located in Howard County, Maryland, and being developed by Elkridge Limited Partnership ("the Developer"). Canbury Woods consists of ninety-nine (99) single-family lots ("Lots") and open, green areas ("the Commons"). Each Lot will be owned in fee simple by an individual homeowner ("Owner"), while the Commons will be owned and operated for the private and exclusive use and enjoyment of the Owners and their families and guests by The Canbury Woods Association, Incorporated, a nonstock corporation organized and existing under the law of Maryland ("the Association"), which is the Community's governing entity.

A Declaration for Canbury Woods is being recorded among the Land Records of Howard County, to establish the Community in a manner designed to assure its continued, smooth operation. By virtue of the Declaration, each Owner will have the right both to share with the other Owners in the use and enjoyment of the Commons (subject to rules adopted from time to time by the Association), and to participate in managing the Community's affairs through the Owner's automatic membership in the Association. In return, each Owner is obligated to pay to the Association, in quarterly installments, an assessment to be used by the Association in defraying the cost of operating and maintaining the Commons for the Owners.

This brochure is intended to provide general information about the Community. You may find it useful when reading it in conjunction with the Declaration and the Association's articles of incorporation and by-laws (copies of which you will receive at the time of your entry into an agreement of sale). If you intend to purchase a Lot, it is strongly urged that you read each of these documents and such agreement of sale before executing the latter, since the information contained in this brochure is subject to the legal operation and effect of each of them.

The remainder of this brochure sets forth in greater detail information about Canbury Woods, the Association, and the rights and benefits which are held by the Owners.

1. Organizational structure of the Association.

The Community's affairs will be conducted on a day-to-day basis by the Association, acting through a Board of Directors elected by the Association's members, and through officers elected by the Board of Directors. The Association has five (5) directors, as well as a president, a vice-president, a secretary and a treasurer. At the first annual meeting of the Association's membership, all five of the directorships will be filled, two for terms of three (3) years each, two for terms of two (2) years each, and one for a term of one (1) year. At each subsequent annual meeting of the membership, a successor will be elected to fill the place of each director whose term expires as of such meeting, for a term of three (3) years (with the result that, eventually, each director will be elected for a three-year term, with only some of the directors' terms expiring as of any given annual meeting). Until the first annual meeting of the membership, the directors are designated by the Developer.

2. Membership and voting rights of Owners and Developer.

The Association's membership is comprised of and limited to all of the Owners (including the Developer, so long as it is an Owner, and any builder, so long as it is an Owner). During the period in which the Developer is developing and marketing the Lots ("the Development Period"), the membership will be divided into two classes, the Class A Membership consisting of all of the Owners other than the Developer and any builder, and the Class B Membership consisting of the Developer and each builder. Each person or group of persons which constitutes an Owner and which is a Class A member has one (1) vote in the Association's affairs for each Lot which it owns, while each Class B member has three (3) votes for each Lot which it owns. After the expiration of the Development Period, the membership will no longer be divided into two classes, and each Owner will thereafter have one vote in the Association's affairs for each Lot which it owns.

3. Annexation of additional property.

Under the Declaration, the Developer has reserved the right to expand the Community by adding to it any or all of two (2) adjoining parcels of land, which would be subdivided into Lots, open spaces and roadways prior to such expansion. Such expansion would be accomplished through the subjection of the title to the

annexed land to the operation and effect of the Declaration. If such expansion occurs, each Owner of a Lot in the annexed land would have the same rights and obligations as the Owner of any original Lot, and would automatically become a member of the Association, with the same voting rights as those held by the initial Owners. Any open spaces in the annexed land would become part of the Commons, would be owned by the Association, and could be used by all of the Owners in the manner set forth in the Declaration.

4. Merger or dissolution of the Association.

The Association may be voluntarily dissolved only by the affirmative votes of two-thirds (2/3) of all of the votes held by each Class of membership, in which event (unless such dissolution is incidental to a consolidation or merger with another entity) its assets must be granted to an appropriate public agency which would operate such assets in the same way as that prescribed for the Association itself. During the Development Period, the Association may not be dissolved, or merged or consolidated with another entity, without the approval of the Veterans' Administration and/or the Federal Housing Administration, if either is then insuring a mortgage covering a Lot.

5. Assessments.

Each Owner is liable for an assessment levied annually against his Lot by the Association (an "Annual Assessment") and payable in quarterly installments (subject to any other payment method adopted by the Association). Each Owner is also liable for any special assessment levied by the Association from time to time to defray any special cost incurred by it. The Declaration limits the amount of the Annual Assessment for a Lot during the Association's initial fiscal year to \$120, or \$30 per quarter, and provides that those maximum amounts may not be increased thereafter by more than ten percent (10%) annually without the approval of two-thirds (2/3) of the members of, each Class of membership. While these are maximum amounts, the actual Annual Assessment for a Lot could in fact be in a lower amount.

Each Owner is automatically liable for each Assessment levied against his Lot, and may not waive or avoid such obligation. Each Assessment is enforceable by a lien against the Lot against which it is levied, which in turn may be enforced in the same manner as that pro-

vided by the law of Maryland for the foreclosure of mortgages, and/or through a personal action brought by the Association against the Owner of such Lot.

6. The Commons.

The Commons consist of all of the land within the Community which is not part of an Owner's Lot, and any current or future improvements on such land (including, for example, any tot lots, playgrounds, streets, pads, parking spaces and similar facilities).

No fees are charged for the use of the Commons by the Owners and their family members and guests (although the Declaration empowers the Association to do so if a sufficient number of its members desire to do so).

7. Services provided by the Association.

The Association is responsible for maintaining the Commons (but not the Lots or improvements thereon). The Association may provide other services to the Community, if its board of directors or membership elects for it to do so. The Association may perform certain other important duties, such as engaging a management agent for the operation of the Community (if the Association deems it necessary), determining the degree and type of maintenance and service, promulgating rules and regulations for the use of the Commons, and adopting an operating budget which will reflect assessments adequate to operate and maintain the Commons. Each Owner's possession of a voting right means that he participates (through the directors which he and the other members elect) in managing the Community's affairs. Since any management agent will take its assignments from the Association's president and directors, one of the most important functions which the Owners will be called upon from time to time to perform is that of selecting qualified persons to be directors.

8. Exterior maintenance of dwellings.

The dwellings are owned in fee simple by the individual Owners of the Lots, each of whom is individually responsible for maintaining his own dwelling. The Association has no responsibility for maintaining the exterior or any other area of any such dwelling. The Declaration does empower the Association, however, to enter upon any Lot to enforce certain maintenance obligations imposed by the individual Owners thereunder,

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and to charge the Owner in question for the expense of such action. Such right enables the Association to ensure that the exterior of the homes in the Community and their surrounding yards will be properly maintained in good order and repair, for the good of the entire Community.

9. Architectural control.

Under the provisions of the Declaration, the Association is required to establish an architectural review committee ("the Architectural Committee"), which is empowered to review architectural plans and specifications for any building or other improvements constructed within the Community (none of which may be constructed or modified without the Architectural Committee's approval of such plans and specifications). In addition, the Declaration contains provisions restricting, generally, to residential purposes the use of the dwellings and land at Canbury Woods.

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STATE DEPARTMENT OF ASSESSMENTS

THE CANBURY WOODS ASSOCIATION, INCORPORATED

ARTICLES OF INCORPORATION ⁹⁻²⁴⁻⁸⁶ ^{WED} 10:29 AM

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THESE ARTICLES OF INCORPORATION, made this 24th day of September, 1986, by Ann Reines Kahn, a resident of Maryland having an address at Suite 700, American City Building, Columbia, Maryland 21044,

WITNESSETH, THAT WHEREAS, by an instrument entitled "Declaration of Covenants, Easements, Charges and Liens", dated August 6, 1986, and intended to be recorded among the Land Records of Howard County, Maryland upon the recordation thereamong of these Articles of Incorporation (hereinafter referred to as "the Declaration"), ElkrIDGE Limited Partnership, a limited partnership organized and existing under the law of Maryland, intends to subject to the operation and effect of the Declaration all of that land, situate and lying in the said County, which is described in Exhibit A thereto, together with the improvements thereon and the appurtenances thereto, thereby creating a community with respect to the same known as "Canbury Woods" (hereinafter referred to as "the Community"), all as is more particularly set forth in the Declaration; and

WHEREAS, under the provisions of the Declaration, the affairs of the Community are to be governed by a non-stock corporation organized and existing under the law of Maryland; and

WHEREAS the undersigned, by these Articles of Incorporation, intends to incorporate such entity,

NOW, THEREFORE, THE UNDERSIGNED, being at least eighteen (18) years of age, hereby forms a nonstock corporation under the general laws of the State of Maryland, upon the terms and subject to the conditions which are hereinafter set forth:

Article 1. Name. The name of the corporation (hereinafter referred to as "the Association") is and shall be

THE CANBURY WOODS ASSOCIATION, INCORPORATED

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the original as the same is on file in this office. DATED: 9/24/86

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

Business and previous certification system, effective: 10/2/86

Article 2. Purposes and powers.

2.1. The Association shall have the following purposes and powers:

2.1.1. to promote the recreation, health, safety and welfare of the Community and the Association's membership;

2.1.2. to provide for the acquisition, construction, management, maintenance and care of the Association's property (including, by way of example rather than of limitation, the property referred to as "the Commons" in the provisions of the Declaration);

2.1.3. to do and perform any and all acts and things which a nonstock corporation organized and existing under the general laws of the State of Maryland is empowered to do, without limitation or restriction of any kind (including, by way of example rather than of limitation, any and all acts and things which such a corporation is empowered to do by the provisions of title 2, section 2-103, and title 5, section 5-202 of the Corporations and Associations Article of the Annotated Code of Maryland (1975 edition, as from time to time amended); and

2.1.4. to do and perform any and all acts and things which the Association is authorized or empowered to do by the provisions of the Declaration, as from time to time amended.

2.2. Anything contained in the foregoing provisions of this Article to the contrary notwithstanding, nothing in such provisions shall be deemed to empower the Association to take any action, or to permit the Association not to take any action, if and to the extent that its taking of or failure to take such action is not permitted by the provisions of the Declaration.

Article 3. Principal office and resident agent.

3.1. The post office address of the Association's principal office in Maryland is 9030 Red Branch Road, Suite 210, Columbia, Maryland 21045.

3.2. The name and post office address of the Association's resident agent in Maryland are Thomas D. Dawes, 9030 Red Branch Road, Suite 210, Columbia, Maryland 21045.

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Such resident agent is a citizen of the State of Maryland who actually resides therein.

Article 4. Lack of authority to issue stock.

4.1. The Association is not authorized or empowered to issue capital stock of any type or class.

4.2. Nothing in the foregoing provisions of this Article shall be deemed in any manner to alter or impair any right or power which the Association may have from time to time to issue such bonds, notes and other evidence of secured or unsecured debt, in such amounts, for such consideration, upon such terms and subject to such conditions as the Association may determine.

Article 5. Membership.

5.1. The Association's membership shall consist of and be limited to all of the Owners, as that term is defined by the provisions of the Declaration.

5.2. The Association's membership shall be divided into such classes of membership as are prescribed by the provisions of the Declaration, each of which classes shall exist during such times, and the respective members of which shall have such rights, as are set forth therein.

5.3. An Owner's membership in the Association shall be appurtenant to his Lot, and may not be separated from his ownership thereof.

Article 6. Directors.

6.1. The number of directors which the Association shall have shall be five (5), which number may be increased or decreased by an amendment of the Association's by-laws, but shall never be less than three (3).

6.2. The names of the directors who shall act until the first annual meeting of the Association's membership and until their successors are elected and qualified are:

Thomas D. Dawes
Donald Stolkavich
Ycollette Lennard
Rod May
Linda Fretz

6.3. The Association's board of directors shall exercise all of the Association's powers, except for those, if any, conferred upon or reserved to the Association's members by law, or by the provisions of these Articles of Incorporation, the Association's by-laws or the Declaration, as from time to time amended.

Article 7. Perpetual existence. The Association's existence shall be perpetual.

Article 8. Voting rights.

8.1. The voting rights of each member of the Association are as set forth in the provisions of the Declaration, as from time to time amended (which provisions are hereby incorporated herein by reference).

8.2. Except in those circumstances, if any, in which the giving of a proxy by a member of the Association is expressly permitted by the provisions of the Declaration (in which circumstances such member shall be entitled to vote by such proxy), no member of the Association may vote by proxy.

Article 9. Amendment of Articles of Incorporation.

9.1. These Articles of Incorporation may be amended in and only in the same manner as that set forth in the provisions of section 2-604 of the Corporations and Associations Article of the Annotated Code of Maryland (1975 edition, as amended) for stock corporations, with each member of the Association having the rights thereunder held by a stockholder of a stock corporation.

9.2. Without limiting the generality of the foregoing provisions of this Article, no amendment of these Articles of Incorporation shall be effective unless approved by the Association's membership by the affirmative vote of three-fourths (3/4) of all of the votes entitled to be cast thereon.

Article 10. Dissolution of the Association.

10.1. The Association may be voluntarily dissolved only in accordance with the provisions of section 5-208 of the Corporations and Associations Article of the Annotated Code of Maryland (1975 edition, as amended), except that such dissolution must have been approved by the Association's membership by the affirmative vote of

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two-thirds (2/3) of all of the votes of each Class of membership entitled to be cast thereon.

10.2. Upon any dissolution of the Association other than incident to its merger or consolidation with another entity, and except as is otherwise required by applicable law, the Association's assets shall be granted to an appropriate public agency to be used by such agency for purposes which are the same as or similar to those for which the Association has been organized; provided, that if such agency does not accept such grant, such assets shall be granted to any nonprofit corporation, association, trust or other entity, to be used by such entity for such purposes.

Article 11. Obtaining approval by Federal
Housing Administration and
Veterans Administration.

Until the Class B Membership (as that term is defined by the provisions of the Declaration) terminates pursuant to the provisions of the Declaration, the consent or approval of the Federal Housing Administration and/or the Veterans Administration shall be obtained to any of the following actions taken while a Mortgage (as that term is defined by the provisions of the Declaration) is in effect which is insured by such entity:

- 11.1. a dissolution of the Association;
- 11.2. a merger or consolidation of the Association with another entity;
- 11.3. the Association's grant of a Mortgage covering any or all of the Commons;
- 11.4. the Association's dedication of any or all of the Commons to public use; and
- 11.5. an amendment of these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned hereby executes and enseals these Articles of Incorporation and acknowledges them to be his act, the day and year first above written.

 (SEAL)
Ann Reines Kahn

THE CANBURY WOODS ASSOCIATION, INCORPORATED

BY-LAWS

ARTICLE I. GENERAL PROVISIONS.

Section 1.1. Definitions.

1.1.1. As used in the provisions of these By-Laws, each of the following terms shall have the meaning hereinafter in this Section ascribed to it:

(1) "Annual Assessment" has the meaning ascribed to it by the provisions of the Declaration.

(2) "Annual Membership Meeting" means an annual meeting of the Membership, held pursuant to the provisions of Section 2.1.

(3) "the Architectural Committee" means the entity referred to as such in the provisions of the Declaration.

(4) "the Articles of Incorporation" means the Association's articles of incorporation, as filed with the State Department of Assessments and Taxation of Maryland, as from time to time amended.

(5) "Assessment" means an Annual Assessment or a Special Assessment.

(6) "Assessment Lien" means a lien created and existing pursuant to the provisions of Section 6 of the Declaration.

(7) "Assessment Year" has the meaning ascribed to it by the provisions of the Declaration.

(8) "the Association" means The Canbury Woods Association, Incorporated, a non-stock corporation organized, and existing under the law of Maryland.

(9) "Association Property" means any and all real property, personal property or other assets beneficially owned by the Association, including, by way of example rather than of limitation, the Commons.

(10) "the Board of Directors" means the board of directors of the Association.

(11) "Board Meeting" means a meeting of the Board of Directors, held pursuant to the provisions of Section 3.7.

(12) "the Class A Membership" has the meaning ascribed to it by the provisions of Section 4 of the Declaration.

(13) "the Class B Membership" has the meaning ascribed to it by the provisions of Section 4 of the Declaration.

(14) "the Commons" has the meaning ascribed to it by the provisions of the Declaration.

(15) "the Community" means all of that real property, situate and lying in Howard County, Maryland, which, by the provisions of the Declaration, has been expressly subjected to the operation and effect thereof.

(16) "the Declaration" means the instrument entitled "Declaration of Covenants, Easements, Charges and Liens", dated August 6, 1986, and recorded among the Land Records of the said County in Liber ____ at folios ____ et seq., made by Elkridge Limited Partnership, as from time to time amended.

(17) "the Developer" has the meaning ascribed to it by the provisions of the Declaration.

(18) "Director" means a member of the Board of Directors, in his capacity as such.

(19) "Lot" has the meaning ascribed to it by the provisions of the Declaration.

(20) "Majority" means more than fifty percent (50%).

(21) "Member" means each person who is a member of the Association under the provisions of the Declaration.

(22) "the Membership" means all of the Members.

(23) "Membership Meeting" means an Annual Membership Meeting or a Special Membership Meeting.

(24) "Mortgage" has the meaning ascribed to it by the provisions of the Declaration.

(25) "Nominating Committee" means the committee referred to in the provisions of Section 3.6.

(26) "Notice Address" has the meaning ascribed to it by the provisions of the Declaration.

(27) "Officers" means, collectively, the President, the Vice-President, the Secretary, the Treasurer and the holder of each other office which the Board of Directors creates pursuant to the provisions of Sections 4.1 and 4.4.

(28) "Owner" has the meaning ascribed to it by the provisions of the Declaration.

(29) "person" means any natural person, trustee, corporation, partnership or other legal entity.

(30) "the President" means the president of the Association.

(31) "Rules and Regulations" means the rules and regulations adopted by the Association pursuant to the provisions of Section 5.3 of the Declaration.

(32) "the Secretary" means the secretary of the Association.

(33) "Special Assessment" has the meaning ascribed to it by the provisions of the Declaration.

(34) "Special Membership Meeting" means a special meeting of the Membership, held pursuant to the provisions of Section 2.2.

(35) "the Treasurer" means the treasurer of the Association.

(36) "the Vice-President" means the vice-president of the Association.

1.1.2. Any other term to which meaning is specifically ascribed by any provision of the Declaration shall for purposes of these By-Laws have such meaning.

Section 1.2. Principal office. The Association's principal office shall be located at c/o Brantly Development Corporation, Suite 210, 9030 Red Branch Road, Columbia, Maryland 21045, but meetings of Members and Directors may be held at such other places within the said County as are from time to time designated by the Board of Directors.

Section 1.3. Fiscal year. The Association's fiscal year shall begin on the first day of January and end on the 31st day of December of every year, except that the Association's first fiscal year shall begin on the date of its incorporation.

Section 1.4. Status and applicability of By-Laws.

1.4.1. These By-Laws, as from time to time amended, are the by-laws referred to as "the By-Laws" in the provisions of the Declaration.

1.4.2. These By-Laws shall be applicable to, and shall govern, the administration of the Association's affairs by or through its Officers, the Board of Directors or the Membership.

ARTICLE II. MEMBERSHIP MEETINGS.

Section 2.1. Annual Membership Meetings. The first Annual Membership Meeting shall be held on a day falling within one year after the date of the Association's incorporation. Each subsequent Annual Membership Meeting shall be held in the same month of each year thereafter.

Section 2.2. Special Membership Meetings. Special Membership Meetings may be called at any time by the President or the Board of Directors, or upon the receipt by the President or the Board of Directors of a written request for such Special Membership Meeting by Members holding at least twenty-five percent (25%) of the total number of votes held by the Class A Membership.

Section 2.3. Notice of Meetings. Written notice of each Membership Meeting shall be given by, or at the direction of, the Secretary or the person authorized to call such Membership Meeting, by mailing a copy of such

notice, postage prepaid, to each Member entitled to vote thereat, addressed to such Member's Notice Address, at least fifteen (15) days before such Membership Meeting (except in the case of those Membership Meetings for which a longer notice period is specified by the provisions of paragraph 6.2.5 of the Declaration, for which such notice shall be given in accordance with such provisions). Such notice shall specify the date, time and place of such Membership Meeting and, in the case of a Special Membership Meeting, its purpose.

Section 2.4. Quorum. The presence at the date, time and place of a Membership Meeting as set forth in such notice, in person or by proxy, of Members holding at least ten percent (10%) of the total number of votes held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting, except as is otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, a quorum does not exist at such date, time and place, a Majority of the Members who are present and entitled to vote thereat shall have the power to adjourn such Membership Meeting from time to time, without notice other than announcement at such Membership Meeting, until a quorum is present, in person or by proxy, as aforesaid.

Section 2.5. Proxies. At all Membership Meetings, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable by the Member who granted it (subject to the operation and effect of the provisions thereof) and shall automatically expire upon conveyance by such Member of the title to his Lot.

Section 2.6. Informal action. Whenever the Membership is required or permitted by the provisions of the Declaration, the Articles of Incorporation or these By-Laws to give or withhold its approval or consent or to take any other action, or whenever the Association's taking of any action, or its effectiveness, is conditioned by such provisions upon the Membership's having given its approval or consent thereto or taken any other action, such approval or consent may be given or withheld, and such action may be taken, by the Membership without a Membership Meeting having been held for such purpose, provided that that number of Members whose votes would have been sufficient to cause such approval or consent to be given or withheld or such action to be taken, at a Membership Meeting duly

called for such purpose at which all Members were present and voting on such question, have consented thereto in writing.

ARTICLE III. THE BOARD OF DIRECTORS.

Section 3.1. Composition and qualifications.

3.1.1. The Board of Directors shall consist of five (5) Directors.

3.1.2. Each Director shall be (a) a natural person; (b) at least twenty-one (21) years old; and (c) either (i) alone or in combination with one or more other persons an Owner, or (ii) an officer, director, employee or agent of a corporation, partnership, trust or other legal entity (other than a natural person) which, either alone or in combination with one or more other persons, is an Owner, provided that the Secretary is given such proof of such natural person's status as officer, director, employee or agent of such entity and of the existence and good standing of such entity as the Secretary may reasonably require.

Section 3.2. Terms of directorships.

3.2.1. The persons named as Directors in the Articles of Incorporation shall serve as such until the first Annual Membership Meeting, at which time their terms as Directors shall expire.

3.2.2. (a) At the first Annual Membership Meeting, a successor shall be elected to each such Director. Two such successors shall be elected to serve for a term of three (3) years, two such successors shall be elected to serve for a term of two (2) years, and one such successor shall be elected to serve for a term of one (1) year.

(b) At each subsequent Annual Membership Meeting, a Director shall be elected to fill the position of each Director whose term expires as of such Membership Meeting, to serve for a term of three (3) years.

Section 3.3. Removal. Any Director may be removed from the Board of Directors, with or without cause, by the vote of Members holding a Majority of the votes held by all of the Members. If a Director dies, resigns or is removed from his position as such, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4. Compensation. No Director shall receive compensation for any service which he renders to the Association, but a Director may be reimbursed for his payment of actual expenses incurred in the performance of his duties. Nothing in the provisions of this Section shall preclude any person who is a Director from (a) simultaneously serving as an officer, partner and/or employee of any corporation, partnership or other entity with which the Association does business and/or which performs management or other services for the Association, and (b) in such person's capacity as such, being compensated by such corporation, partnership or other entity for his service as such.

Section 3.5. Action taken without a Board Meeting. The Directors shall have the right to take any action in the absence of a Board Meeting which they could take at a Board Meeting, by obtaining each Director's written approval thereof. Any action so taken and approved shall have the same effect as though taken at a Board Meeting.

Section 3.6. Nomination and election of Directors.

3.6.1. Nomination. Nomination for election to the Board of Directors shall be made by a committee which shall be known as "the Nominating Committee". Nominations may also be made by Members from the floor at the Annual Membership Meeting at which the election is to be held for which such nominations are made. The Nominating Committee shall consist of a chairman, who shall be a Director, and two or more other persons who are Members. The Nominating Committee shall be appointed by the Board of Directors before each Annual Membership Meeting, to serve from the close of such Annual Membership Meeting until the close of the next Annual Membership Meeting, and such appointment shall be announced at each Annual Membership Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it determines in its discretion, but shall not make fewer nominations than the number of vacancies to be filled. Such nominations shall be made from among persons who are qualified to hold directorships under these By-Laws.

3.6.2. Election. Election to the Board of Directors shall be by signed written ballot. At such election the Members or their proxies may cast, for each vacancy, that number of votes which they are entitled to cast under the provisions of the Declaration. The persons

receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 3.7. Board Meetings.

3.7.1. Regular Board Meetings. Regular Board Meetings shall be held quarterly, without notice, at such date, time and place as is fixed from time to time by resolution of the Board of Directors. If such date falls on a legal holiday, such meeting shall be held at the same time on the next day which is not a legal holiday.

3.7.2. Special Board Meetings. Special Board Meetings shall be held when called by the President or any two Directors, after not less than three (3) days' notice to each Director.

3.7.3. Quorum. The presence at such date, time and place of a Majority of the Directors shall constitute a quorum for the transaction of business at such Board Meeting. Every act done or decision made by a Majority of the Directors present at a duly held Board Meeting at which a quorum is present shall be regarded as the act or decision of the Board of Directors.

Section 3.8. Powers and duties of Board of Directors.

3.8.1. Powers. Except as may be otherwise provided in the Declaration, the Board of Directors shall have the power

(a) to adopt and publish Rules and Regulations governing the use of the Commons and the personal conduct of the Members and their family members and guests thereon, and to establish penalties for infractions thereof;

(b) to suspend the voting rights, and the right to use the recreational facilities included within the Commons, of any Member

(i) during any period in which such Member is in default in the payment of any Assessment levied by the Association; and

(ii) after notice and hearing, for a period of not longer than sixty (60) days, for such Member's infraction of the published Rules and Regulations;

(c) to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration or applicable law;

(d) to declare any directorship to be vacant if the Director who holds it is absent from three (3) consecutive regular Board Meetings called in accordance with these By-Laws; and

(e) subject to the provisions of the Declaration, to employ a manager, an independent contractor or such other employees and agents as the Board of Directors deems necessary, and to prescribe their duties.

3.8.2. Duties. Except as may be otherwise provided in the Declaration, it shall be the duty of the Board of Directors

(a) to cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at each Annual Membership Meeting, or at any Special Membership Meeting when such statement is requested in writing by Members holding at least twenty-five percent (25%) of the total number of votes held by the Class A Membership;

(b) to supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as is more fully provided in the Declaration,

(i) to fix the amount of the Annual Assessment levied against each Lot;

(ii) to send written notice of each Assessment to every Owner subject thereto; and

(iii) to foreclose the Assessment Lien against any Lot for which any such Assessment is not paid within thirty (30) days after the date upon which it is due, and/or to bring an action at law against the Owner of such Lot, if such Owner is personally obligated to pay the same;

(d) to issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. If a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance covering all Association Property;

(f) to cause all Officers, agents or employees of the Association having fiscal responsibilities to be bonded, as the Board of Directors may deem appropriate; and

(g) to cause the Commons to be maintained.

ARTICLE IV. OFFICERS.

Section 4.1. Enumeration of offices. The Officers shall consist of the President, the Vice-President (who shall at all times be Directors), the Secretary, the Treasurer and such other Officers as the Board of Directors may from time to time by resolution designate and create.

Section 4.2. Election of Officers. The Officers shall be elected at the first Board Meeting after each Annual Membership Meeting.

Section 4.3. Term. Each Officer shall hold office for a term of one (1) year unless during such period he resigns, is removed from office or otherwise becomes disqualified to serve as such.

Section 4.4. Special appointments. The Board of Directors may elect such other Officers as the Association's affairs may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors from time to time determines.

Section 4.5. Resignation and removal. Any Officer may be removed from office with or without cause by the Board of Directors. Any Officer may resign at any time by giving written notice thereof to the Board of Directors,

the President or the Secretary. Such resignation shall take effect upon the date of receipt of such notice or at any later time specified therein and (unless otherwise specified therein) need not be accepted to be effective.

Section 4.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer whom he replaced.

Section 4.7. Multiple offices. The offices of the Secretary and the Treasurer may be held simultaneously by the same person. Otherwise, no person shall hold simultaneously more than one office, except in the case of special offices created pursuant to the provisions of Section 4.4.

Section 4.8. Duties. The Officers shall have the following duties:

4.8.1. President. The President shall preside at all Board Meetings; see that all orders and resolutions of the Board of Directors are carried out; sign on behalf of the Association all leases, mortgages, deeds and other written instruments to which it is a party; and co-sign on the Association's behalf all checks and promissory notes which it issues.

4.8.2. Vice-President. The Vice-President shall act in the President's place and stead in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as are prescribed by the Board of Directors.

4.8.3. Secretary. The Secretary shall record the votes and keep the minutes of all Board Meetings and proceedings and all Membership Meetings; serve notice of all Board Meetings and all Membership Meetings; keep appropriate, current records showing the names and Notice Addresses of the Members; and perform such other duties as are prescribed by the Board of Directors.

4.8.4. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; disburse such funds as directed by resolution of the Board of Directors; sign on the Association's behalf all checks and promissory notes which it issues; keep proper books of account for the Association; cause an annual audit of the Association's books to be made

by a public accountant at the completion of each of its fiscal years; prepare an annual budget and a statement of the Association's income and expenditures to be presented to the Membership at each Annual Membership Meeting; and deliver a copy of each of the same to each Member.

ARTICLE V. COMMITTEES.

The Board of Directors shall appoint the members of the Architectural Committee pursuant to the provisions of the Declaration, and of the Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VI. BOOKS AND RECORDS.

The Association's books, records and papers, the Declaration, the Articles of Incorporation and these By-Laws shall at all times be available for inspection by any Member at the Association's principal office (where copies may be purchased at reasonable cost) during reasonable business hours.

ARTICLE VII. ASSESSMENTS.

As is more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments and Special Assessments which are secured by a continuing Assessment Lien upon his Lot. Any Assessment which is not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the date on which it becomes due, it shall bear interest from such date at the rate set forth in the provisions of the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the Assessment Lien against his Lot, and all interest, costs, and reasonable attorney's fees incurred in any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for any Assessment by nonuse of the Commons or abandonment of his Lot.

ARTICLE VIII. AMENDMENT AND CONSTRUCTION OF BY-LAWS.

Section 8.1. Amendment. These By-Laws may be amended at an Annual Membership Meeting or a Special Membership Meeting by a vote of a Majority of those Members who are present in person or by proxy (provided that a

quorum exists for such meeting), except that while there is a Class B Membership, the Federal Housing Administration and the Veterans Administration shall have the right to veto any such amendment made while a Mortgage is in effect which is guaranteed or insured by it.

Section 8.2. Construction. In the case of any conflict between any provision of the Articles of Incorporation and these By-Laws, those of the Articles of Incorporation shall control. In the case of any conflict between any provision of the Declaration and these By-Laws, those of the Declaration shall control. All references made herein to any Section or subsection shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section or subsection of these By-Laws.

IN WITNESS WHEREOF, we, being all of the Association's Directors, have hereunto set our hands, this 26th day of September, 1986.

WITNESS:

Rosa M. Dunkle

Thomas D. Dawes
THOMAS D. DAWES, Director

Rosa M. Dunkle

Donald Stolkovich
DONALD STOLKOVICH, Director

Rosa M. Dunkle

Ycollette Leonard
YCOLLETTE LEONARD, Director

Rosa M. Dunkle

Rod May
ROD MAY, Director

Rosa M. Dunkle

Linda D. Fretz
LINDA FRETZ, Director

CERTIFICATION

I, Ycollette Leonard, the undersigned, hereby certify

(1) that I am the duly elected and acting Secretary of THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland; and

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(2) that the foregoing By-Laws are the original By-Laws of such corporation, as duly adopted at a meeting of its Board of Directors held on September - 26, 1986.

IN WITNESS WHEREOF, I have executed this Certification, this 26th day of September, 1986.

Ycollette M. Leonard
Ycollette Leonard, Secretary. *Ycollette*

CANBURY WOODS

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

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Exhibits

- A Description of Parcel I
- B Lots in Parcel I
- C-1 Description of Parcel II
- C-2 Description of Parcel III
- C-3 Description of Parcel IV

REC'D FEE 204.50
 59 /
 #39194 C184 R02 T1144
 101/13/8

*This includes
 Section 1 Area 2
 per 2/23/88
 description of Baker
 only*

Mail 20
 COLUMBIA TOWN CENTER TITLE COMPANY
 Suite 700, Equitable Bank Center
 Columbia, Maryland 21044

201/28

CANBURY WOODS

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

THIS DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS, made this 22nd day of December 1986, by WELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland having an address at c/o Brantly Development corporation, 9030 Red Branch Road, Suite 210, Columbia, Maryland 21045 (hereinafter referred to as "the Developer"),

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land, situate and lying in Howard County, Maryland, which is hereinafter described and which has been subdivided into the lots and common areas which are hereinafter referred to, together with the improvements thereon and the appurtenances thereto; and

WHEREAS the Developer intends to create on such land a residential community consisting of such residential lots and common areas, the latter containing common improvements and other facilities for the benefit of such community; and

WHEREAS the Developer intends by this Declaration to provide for the preservation of such community's values and amenities and the maintenance of such lots, common areas, common improvements and other facilities, by (1) insuring their proper development, improvement and use; (2) protecting their respective owners against their development or other use in any manner which may depreciate their value; (3) guarding against the erection on any such lot or common area of any building or other improvement containing improper or unsuitable materials; (4) securing and maintaining proper setbacks of such buildings or other improvements from the roadways and sidewalks within such community; (5) enforcing high standards of maintenance and operation of such common areas, common improvements and other facilities for the benefit of the owners of such lots and any other residents of such community; and (6) granting and reserving rights, easements and other privileges, and creating a means for the accumulation and use of funds, to further such purposes, all in order to provide adequately for a residential community of the highest quality and character; and

WHEREAS, to further such purposes, the Developer (1) intends by this Declaration to subject such residential lots and common areas, together with the improvements thereon and the appurtenances thereto, to certain covenants, easements, charges and liens, all as are hereinafter set forth, and (2) has caused to be incorporated a nonstock corporation to which are to be delegated the powers and duties of assessing, collecting and applying all of the charges imposed by the provisions of this Declaration, maintaining and operating such common areas, common improvements and other facilities, and administering

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and enforcing such covenants, easements, charges and liens;
and

WHEREAS the Developer desires to reserve the right hereafter to subject additional land, together with the improvements thereon and the appurtenances thereto, to the operation and effect of this Declaration, thereby expanding the land, improvements and appurtenances which are hereby subjected thereto,

NOW, THEREFORE, the Developer hereby subjects to the operation and effect of the provisions of this Declaration all of that land, situate and lying in the said County, which is described in Exhibit A, the outlines of which are set forth on that certain plat (consisting of three (3) sheets) prepared by Clark, Finefrock, & Sackett, Inc., entitled "Canbury Woods, Lots 1 thru 68, Section 1, Area 1", dated January, 1986, and recorded among the Land Records of the said County in Liber 69 at folios 82-84 et seq.

TOGETHER WITH all of the improvements thereon and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which tract, improvements and appurtenances are hereinafter referred to collectively as "Parcel I"),

SUBJECT TO the operation and effect of any and all instruments recorded among the said Land Records before the recordation thereamong of this Declaration,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions.

1.1. As used in the provisions of this Declaration, the following terms have the meanings hereinafter ascribed to them:

1.1.1. "Annual Assessment" has the meaning ascribed to it by the provisions of subsection 6.2.

1.1.2. "the Architectural Committee" means the entity referred to in the provisions of Section 8.

1.1.3. "Assessment" means an Annual Assessment or a Special Assessment.

1.1.4. "Assessment Lien" means a lien imposed under the provisions of subsection 6.4.

1.1.5. "the Association" means the entity referred to in the provisions of Section 4.

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1.1.6. "Association Property" means any and all real property, personal property or other assets which are beneficially owned by the Association, including, by way of example rather than of limitation, the Commons.

1.1.7. "the Board of Directors" means the board of directors of the Association.

1.1.8. "Builder" means each person who acquires a Lot from the Developer or another Builder, not to occupy it as a residence, but to construct, in the ordinary course of such person's business, a Dwelling on such Lot and sell or lease it to another person for such other person to occupy as a residence.

1.1.9. "the By-Laws" means the by-laws of the Association, as from time to time amended.

1.1.10. "Class A Member" has the meaning ascribed to it by the provisions of subsection 4.3.

1.1.11. "Class A Membership" means all of the Class A Members.

1.1.12. "Class B Member" has the meaning ascribed to it by the provisions of subsection 4.3.

1.1.13. "Class B Membership" means all of the Class B Members.

1.1.14. "the Commons" has the meaning ascribed to it by the provisions of subsection 3.1.

1.1.15. "the Community" means the aggregate of (a) Parcel I and (b) each Future Parcel or portion thereof which, at the time in question, has been added to the Community through an expansion thereof.

1.1.16. "the Community Plat" means the plats referred to hereinabove, together with any amendatory plats thereto which at any time hereafter has become effective pursuant to the provisions of this Declaration and applicable law.

1.1.17. "the Contract Lien Act" means the statute entitled "Contract Lien Act" and codified as title 14 of the Real Property Article of the Code.

1.1.18. "Contract Purchaser" means any person who enters into a contract (other than a land installment contract, as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Maryland Code, which has been recorded among the Land Records) which, at the time in question, entitles such person to purchase a Lot from the Developer, a Builder or any other person, but who does not hold the legal title of record to such Lot.

1.1.19. "this Declaration" means this instrument, as from time to time amended.

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1.1.20. "Dedicated Roadway" means each portion of the Community (a) which, by the Community Plat or otherwise, is dedicated to the said County or another governmental body for public use as a roadway, either (i) before or simultaneously with the recordation of this Declaration among the Land Records, or (ii) thereafter pursuant to the provisions of Section 5, and (b) such dedication of which has been accepted by such entity.

1.1.21. "the Developer" means (a) the person hereinabove named as such, (b) such person's heirs, personal representatives and successors, (c) each person to whom such named person or any other person who is the Developer expressly assigns its rights as the Developer hereunder in the manner set forth in the provisions of subsection 11.2, and (d) each such assignee's heirs, personal representatives and successors; provided, that no Owner, Builder, Mortgagee, Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed to be the Developer.

1.1.22. "the Development Period" has the meaning ascribed to it by the provisions of Section 4.

1.1.23. "Dwelling" means a "dwelling", as that term is defined by the provisions of Section 103 of the zoning ordinance of the said County.

1.1.24. "Future Parcel" has the meaning ascribed to it by the provisions of Section 7.

1.1.25. "the Land Records" means the Land Records of the said County.

1.1.26. "Lessee" means any lessee or sub-lessee of a Lot from the Developer or another Owner or person.

1.1.27. "Lot" has the meaning ascribed to it by the provisions of subsection 3.1.

1.1.28. "Majority" means more than fifty percent (50%).

1.1.29. "the Maryland Code" means the Annotated Code of Maryland (in each instance of reference whichever edition contains the most recent codification of the statute referred to), as from time to time amended.

1.1.30. "Member" has the meaning ascribed to it by the provisions of Section 4.

1.1.31. "the Membership" means all of the Members.

1.1.32. "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Commons, and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time to time in the locality of the Community (including, by way of example rather than of

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limitation, any such other form of security arrangement arising under any deed of trust, sale and leaseback documents, lease and leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.1.33. "Mortgagee" means the person secured by a Mortgage.

1.1.34. "Mortgagee in Possession" means any person who is either (a) a Mortgagee which has possession of a Lot as a result of a default under a Mortgage held by such person, or (b) the Owner of a Lot as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either through a foreclosure proceeding under a Mortgage securing such person and covering such Lot, or in lieu of such foreclosure proceeding.

1.1.35. "Mortgagor" means the Owner of a Lot, the title to which is encumbered by a Mortgage.

1.1.36. "Notice Address" has the meaning ascribed to it by the provisions of Section 11.

1.1.37. "Notice of Lien" has the meaning ascribed to it by the provisions of paragraph 6.4.1.

1.1.38. "Owner" means any person or combination of persons (including, by way of example rather than of limitation, the Developer and any Builder) who (a) holds the legal title to a Lot under a deed or other instrument, or (b) is the purchaser of a Lot under a land installment contract (as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Maryland Code), if and only if such deed, other instrument or land installment contract is recorded among the Land Records at the time in question; provided, that (a) no Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed an Owner; and (b) no Mortgagee shall be deemed the Owner of a Lot unless and until it acquires of record the Mortgagor's equity of redemption therein.

1.1.39. "Parcel" means Parcel I or any Future Parcel.

1.1.40. "Parcel I" has the meaning hereinabove ascribed to it.

1.1.41. "Parcel II", "Parcel III" and "Parcel IV" each has the meaning ascribed to it by the provisions of Section 7.

1.1.42. "person" means any natural person, trustee, corporation, partnership or other legal entity.

1.1.43. "Plans" has the meaning ascribed to it by the provisions of Section 7.

1.1.44. "Recreational Vehicle" means anything which constitutes a "Recreational Vehicle" for purposes of the provisions of the zoning ordinance of the said County.

1.1.45. "the Rules and Regulations" means the rules and regulations adopted by the Association pursuant to the provisions of paragraph 5.3.3, as from time to time amended.

1.1.46. "Special Assessment" has the meaning ascribed to it by the provisions of subsection 6.2.

1.1.47. "Statement of Lien" has the meaning ascribed to it by the provisions of subsection 6.4.

1.1.48. "Structure" means anything which constitutes a "Structure" for purposes of the provisions of the zoning ordinance of the said County; provided that, in addition, each of the following shall be deemed a Structure for purposes of the provisions of this Declaration:

(a) any thing or device, the placement of which upon any Lot might affect the physical appearance thereof (including, by way of example rather than of limitation, any building, shed, covered patio, fountain, pool, radio or television antenna or receiving dish, tree, shrubbery, paving, curbing, landscaping, fence or wall, sign or signboard); and

(b) any excavation or fill, the volume of which exceeds ten (10) cubic yards; and

(c) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or the flow of any water in any natural or artificial stream, wash or drainage channel on or across any Lot.

1.1.48. "Use" has the meaning ascribed to it by the provisions of Section 103 of the zoning ordinance of the said County; provided, that without limiting the generality of the foregoing provisions of this sentence, (a) any activity or purpose deemed by any governmental authority charged with enforcing such regulations to be a "use" for purposes of such regulations, and (b) any purpose for which any Structure or land is used or occupied, and (c) any activity, occupation, business or operation carried on in a Structure or on any land, shall be deemed a "Use".

1.2. Any other term to which meaning is specifically ascribed by any provision of this Declaration shall for purposes of this Declaration have such meaning.

Section 2. Name. The Community shall be known as "Canbury Woods".

Section 3. Lots, Commons and Dedicated Roadways.

3.1. The Community shall be comprised of (a) all of those areas referred to in the provisions of subsection 3.2 (each of which is hereinafter referred to as a "Lot"), (b) all of those areas referred to in the provisions of subsection 3.3 (hereinafter referred to collectively as "the Commons"), and (c) all Dedicated Roadways.

3.2. Lots.

3.2.1. Number of Lots.

(a) So long as the Community has not been expanded pursuant to the provisions of Section 7, the Community shall contain sixty-four (64) Lots.

(b) From and after any such expansion, and until any further such expansion, the Community shall contain that number of Lots equalling the total of (i) the number of Lots contained therein immediately before such expansion, and (ii) the number of lots contained in their entirety within the land thereby added to the Community (as set forth on such subdivision or other plat as is recorded among the Land Records in connection with such expansion or the subdivision of such land), and designated as Lots in the amendatory instrument by which, pursuant to such provisions, such expansion is effected.

3.2.2. Location of Lots. The location, dimensions and configuration of each Lot are shown on the Community Plat.

3.2.3. Designation of Lots. Each Lot shall have and be known by a number corresponding to the number shown with respect to it on the Community Plat. The number of each Lot is designated in a schedule attached hereto as Exhibit B.

3.3. Commons. The Commons shall consist of all of the land from time to time within the Community but not within any Lot or Dedicated Roadway, together with all of the improvements thereon (including, by way of example rather than of limitation, all streets and sidewalks not within a Dedicated Roadway, curbs, storm water retention basins and drainage lines, utility lines, buildings, fencing, swimming pools, tennis or other racquet courts, tot lots and playgrounds, ball diamonds, marina facilities and other, similar facilities from time to time existing on such land), and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining.

Section 4. The Association.

4.1. Authority. The Community's affairs shall be governed by The Canbury Woods Association, Incorporated, a nonstock corporation organized and existing under the law of Maryland.

4.2. Membership. The Association's membership shall be comprised of and limited to all of those persons (each of whom is herein referred to as a "Member") who, either alone or in combination with one or more other persons, is an Owner (including, by way of example rather than of limitation, the Developer and any Builder during such times as the Developer or such Builder is an Owner). An Owner's membership in the Association shall be appurtenant to his Lot, and may not be separated from his ownership thereof.

4.3. Voting.

4.3.1. Classes of Membership.

(a) Development Period.

(i) During the Development Period, the Membership shall be comprised of the Class A Membership and the Class B Membership.

(ii) The Class A Membership shall consist of all of the Members other than the Developer and any Builder, and the Class B Membership shall consist of the Developer and each Builder.

(b) After the Development Period, the Membership shall be all of one class, consisting of all of the Members.

4.3.2. Number of votes.

(a) During the Development Period each Class A Member, and thereafter each Member,

(i) who alone is the Owner of a Lot shall be entitled to cast one vote in the Association's affairs for each such Lot; or

(ii) who with any other person is the Owner of a Lot shall, jointly with such other persons, be entitled to cast one vote in the Association's affairs for each such Lot (which vote shall be exercised as such persons determine among themselves, provided that in no event may such persons cast fractional votes or cast with respect to any such Lot more than one such vote).

(b) During the Development Period,

(i) each Class B Member shall be entitled to cast three votes in the Association's affairs for each vote which it would be entitled to cast, were it a Class A Member; and

(ii) each Builder shall be conclusively presumed, by its having accepted the conveyance of the legal title to a Lot from the Developer or another Builder,

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(A) to have given the Developer an irrevocable and exclusive proxy entitling the Developer, at each meeting of the Membership held while such Builder holds such title, to cast the votes in the Association's affairs which such Builder holds under the foregoing provisions of this Section on each question which comes before such meeting; and

(B) to have agreed with the Developer that such proxy is given to and relied upon by the Developer in connection with the Developer's development, construction, marketing, sale and leasing of any or all of the Community (including any Future Parcel), and is coupled with an interest.

4.3.3. Commencement and termination of Development Period.

(a) The Development Period shall consist of the period commencing on the date hereof and terminating on the date on which the total number of votes held by the Class A Membership becomes equal to the total number of votes held by the Class B Membership; provided, that anything contained in the foregoing provisions of this subparagraph to the contrary notwithstanding, if at any time or from time to time after such termination the Community is expanded pursuant to the provisions of Section 7, in each instance the Development Period shall re-commence as of the time at which such expansion occurs, and shall terminate thereafter on the date on which the total number of votes held by the Class A Membership becomes equal to the total number of votes held by the Class B Membership.

(b) Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Development Period shall, if not then already terminated, terminate on the earlier to occur of (i) the Developer's termination thereof by executing and recording among the Land Records an instrument expressly providing for such termination and making specific reference to this paragraph, and (ii) the fifth (5th) anniversary of the date hereof.

4.4. Fidelity bonds. Each director, officer and employee of the Association, any manager of the Commons, and any director, partner, officer or employee of such manager, whose duties as such require him to handle or be responsible for funds of the Association or in its possession or control through any trust or other arrangement, shall, if demanded in writing by the Association, before commencing such duties furnish the Association with a fidelity bond covering his said activities, in form and amount and with a corporate surety which are reasonable and appropriate under the circumstances and are satisfactory to the Board of Directors. The premium for any such bond shall be paid by the Association.

4.5. Actions taken by the Association.

4.5.1. Whenever the Association is required or permitted by the provisions of this Declaration to take

any action, it shall do so only in accordance with the provisions of the Articles of Incorporation and the By-Laws.

4.5.2. Whenever the Membership is required or permitted by the provisions of this Declaration to give or withhold its approval or consent or to take any other action, or whenever the taking of any action by the Association, or the effectiveness thereof, is conditioned by the provisions of this Declaration upon the Membership's having given its approval or consent thereto or upon its having taken any other action, such approval or consent may be given or withheld, and such action may be taken, by the Membership without a Membership Meeting having been held for such purpose, provided that each Member is given prior written notice thereof, and the number of Members whose votes would have been sufficient to cause such approval or consent to be given or withheld or such action to be taken, at a Membership Meeting duly called for such purpose at which all Members were present and voting on such question, have consented thereto in writing.

Section 5. Ownership of, and rights in, Commons.

5.1. Property rights in and to Commons.

5.1.1. (a) The Developer shall be entitled to convey to the Association the legal title to any or all of the Commons at any time hereafter, and/or to retain the legal title to the same until the Developer has completed any improvements which the Developer intends to make thereto, or until such earlier or later time as, in the Developer's judgment, the Association is able to maintain the same in accordance with the provisions of this Declaration; provided, that the Developer shall convey to the Association (i) the legal title to all of the Commons within Parcel I by not later than the date on which the Developer or any Builder conveys to any person (other than the Developer or a Builder) the legal title to any Lot within Parcel I, and (ii) the legal title to all of the Commons within any Future Parcel or portion thereof added to the Community by an expansion thereof by not later than the date on which the Developer or any Builder conveys to any person (other than the Developer or a Builder) the legal title to any Lot within such Future Parcel or portion thereof.

(b) The title to the Commons to be conveyed to the Association, as aforesaid, shall be good and marketable and insurable at regular rates by a title insurer authorized to do business in Maryland, and shall be conveyed in fee simple by a deed containing covenants by the Developer that it is seized of, and has done nothing to encumber, such title and will give such further assurances of the same as may be requisite, all subject to and only to the operation and effect of (i) each instrument recorded among the Land Records before the recording thereamong of this Declaration; and (ii) each instrument or matter of the types listed in the provisions of paragraph 5.1.2 which is then recorded among the Land Records.

(c) Subject to the operation and effect of the provisions of paragraph 5.1.2 and subsection 5.3, the Association shall not convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Commons, without the express written consent thereto of Members holding at least two-thirds (2/3) of the total number of votes then held by, respectively, each class of the Membership.

5.1.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, while the Association holds the legal title to any or all of the Commons, it may take any or all of the following actions:

(a) make an express confirmatory conveyance to any Owner of such easements in and other rights with respect to the Commons as under the provisions of this Declaration are held by such Owner.

(b) grant, convey or dedicate (i) to any one or more public or quasi-public governmental bodies or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Commons for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds or pumping stations, water lines, mains or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Association considers appropriate for the provision of any utility or utility service to any Parcel (whether or not it then or thereafter is part of the Community), (ii) to the said County or any other governmental body, any land then forming part of the Commons which is improved or to be improved by a roadway or sidewalk; provided, that no such grant, conveyance or dedication shall be made unless the Association and the person to which it is to be made have agreed upon the manner in which the thing granted will be operated and maintained for the use and enjoyment of the Owners and any other members of the general public who are thereafter entitled to use and enjoy the same. After such grant, conveyance or dedication, that portion of (or interest in) the Commons which is the subject thereof shall not be part of the Commons.

(c) grant a Mortgage pursuant to the provisions of paragraph 5.3.1.

(d) convey the legal title to, or any interest in, any or all of the Commons to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (ii) under threat of such condemnation or exercise and in lieu thereof (after which grant, conveyance or dedication, that portion of the Commons which is the subject of the same shall not be part of the Commons).

(e) grant a leasehold interest in or a license with respect to any or all of the Commons to any person, for a period terminating not later than the third (3rd) anniversary of the date of such grant.

(f) grant or reserve, by or to the Developer, for the benefit of any Future Parcel or portion thereof (whether or not it then or thereafter is part of the Community), an easement in, over and through the Commons for the construction, installation, use, operation, maintenance, repair and replacement of any facility or roadway of the types enumerated in the provisions of this paragraph 5.1.2.

(g) grant to any one or more Owners, for the benefit of such Owners' respective Lots, an exclusive license to use any respective portion of the Commons which is improved as an automotive vehicle parking space and is, at the time in question, designated by the Association, acting in its sole discretion (by painted numbering on the curbing or pavement for such space or in any other manner) by the same number as that of such Lot, for and only for the noncommercial parking of automotive vehicles, if and to the extent that such parking is permitted by the provisions of paragraph 9.2.1 in the case of Lots. In such event, such Lot shall not have, and the Association shall not grant for the benefit of such Lot or any other portion of the Community, any license or other right to use such space in any other manner or for any other purpose.

5.1.3. Easement and license benefiting Lots and burdening Commons or other Lots.

(a) Each Lot shall have the benefit of a non-exclusive easement for the use of

(i) each main, duct, stack, raceway, wire, conduit, drain, pipe, meter or other device located within the Commons or another Lot and used in providing any utility or service to the first such Lot;

(ii) each street and walkway which from time to time is within the Commons, or which crosses any Lot and affords access to the Commons or another Lot.

(b) Each Lot shall have the benefit of a non-exclusive license for the use of the remainder of the Commons, provided that

(i) such use is in accordance with applicable law and the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations;

(ii) any admission or other fee which the Association then charges for such use is paid;

(iii) no person other than the Association may construct, reconstruct, alter or maintain any Structure or make or create any excavation or fill-

upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the Commons; and

(iv) no person shall without first obtaining the Association's consent do anything on the Commons which will cause an increase in any premium paid by the Association for liability or other insurance with respect to the Commons, or the cancellation of any such insurance.

5.1.4. Development easements. The Developer shall have (and, if and to the extent that any one or more such easements are expressly granted by the Developer to any Builder by an instrument recorded among the Land Records, such Builder shall have), and the Developer hereby reserves, perpetual, non-exclusive easements in, over and through the Commons

(a) for pedestrian and vehicular ingress and egress to and from each public roadway which at any time abuts the Community, from and to each Parcel (whether or not it is then part of the Community), for access by (i) the Developer and its heirs, personal representatives, successors and assigns as owner of each respective Parcel or Lot or other portion thereof, (ii) any Builder, (iii) any contractor, subcontractor, real estate agent or broker utilized by the Developer or by any Builder, and (iv) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of such respective Parcel or Lot; and

(b) for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities of the types enumerated in the provisions of paragraph 5.1.2, to and from their respective points of connection with those respective public utility lines and facilities to which they are to be connected, from and to each Parcel (whether or not it then is part of the Community), for the benefit of (i) the Developer and its heirs, personal representatives, successors and assigns as owner of any Parcel or Lot or other portion thereof, (ii) any Builder, (iii) each resident or other occupant of such Parcel or Lot or other portion, and (iv) their respective agents, employees, invitees, visitors and guests.

5.2. Maintenance of Commons and other portions of the Community.

5.2.1. The Association shall regularly maintain in good order and repair,

(a) the Commons (including, by way of example rather than of limitation, all of the improvements referred to in the provisions of subsection 3.3 as being contained within the Commons);

(b) any portion of any Dedicated Roadway not paved as a public road or devoted to any other public purpose (including, by way of example rather than of limitation, any portion of such Dedicated Roadway improved as (i) a parking area, the use of which is restricted to Owners, or (ii) a traffic island), if and to the extent that it is not the practice of the said County or any other governmental body having jurisdiction over such Dedicated Roadway to maintain the same; and

(c) each street, walkway or utility line or facility which crosses any Lot and over which any other Lot has the benefit of an easement for ingress and egress, or for any utility or other service, under the provisions of this Declaration.

5.2.2. Without limiting the generality of the foregoing provisions of this paragraph, the Association shall (unless such maintenance duty is assumed by any governmental authority having jurisdiction thereover) keep all grass growing within the Commons regularly mowed, and maintain each storm water retention or sedimentation pond within the Commons, keeping it clean and free of debris.

5.3. Control of Commons. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Association may

5.3.1. borrow money to improve the Commons in accordance with the provisions of this Declaration, and secure its repayment by subjecting any or all of the Commons which it owns to the lien of a Mortgage; provided that anything contained in the provisions of such Mortgage to the contrary notwithstanding, if there is a default in the performance of the borrower's obligations thereunder the Mortgagee's remedies on account of such default shall, with respect to the property covered by such lien, be limited to those of (a) taking possession of any or all of the same, (b) thereafter charging admission or other fees as a condition to the continued use thereof by the Owners, their family members and guests, and (c) if necessary and if not prohibited by applicable law, opening the enjoyment thereof to the general public or any segment thereof until such debt is satisfied;

5.3.2. take such steps as are reasonably necessary to protect such property against foreclosure under such Mortgage (including, by way of example rather than of limitation, that of opening the enjoyment thereof to the general public or any segment thereof, as aforesaid);

5.3.3. adopt reasonable rules and regulations governing the use of the Commons by Owners, their family members and guests or any other person;

5.3.4. charge reasonable admission and other fees for use of the Commons (other than those streets, walkways and utility lines and facilities which are subject to the easement created by the provisions of subparagraph 5.1.3(a)); and

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5.3.5. suspend the right of any Owner or his family members and guests to use the Commons (except for such streets, parking areas, walkways and utility lines and facilities),

(a) for so long as such an Assessment levied against such Owner's Lot remains unpaid, and

(b) for any period (not exceeding in length sixty (60) days plus the time during which such infraction continues) for any infraction of the Rules and Regulations.

5.4. Management of Commons.

5.4.1. The Association may enter into an agreement with any person for such person to provide management services to the Association for the Commons, so long as such agreement

(a) expressly provides that either party thereto may, without the consent of any other party thereto, terminate such agreement without cause at any time and without payment of a termination fee, provided that it has given to each other party thereto written notice of its intention to do so by not later than thirty (30) days before the effective date of such termination;

(b) is for a term of not longer than one (1) year;

(c) if provision is made therein for a renewal of such agreement from time to time by agreement of the parties thereto, provides that no such renewal provision and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Association to such agreement for longer than one (1) year from the date of such renewal or combination of renewals (and, to the extent that any such agreement does not expressly so provide, it shall be deemed to do so).

5.4.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, the Association shall not effectuate any decision by it both (a) to terminate any such management agreement, and (b) thereafter to assume or undertake the management of the Commons without utilizing or employing professional management services with respect to the same, without obtaining each first Mortgagee's prior written approval thereof.

Section 6. Assessments.

6.1. Right to levy Assessments. The Association shall obtain funds to pay its current or capital expenses incurred in performing its obligations under the provisions of this Declaration, and to create adequate reserves for the maintenance, repair and replacement of those portions, if any, of the Commons which must be replaced on a periodic basis, and for the payment of its future such expenses, by from time to time levying an assessment (each

of which is hereinafter referred to as an "Assessment") against each Owner and his respective Lot, all upon the terms, for the purposes and subject to the conditions which are set forth in the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

6.2. Procedure for levying Assessments. Any determination by the Association to levy Assessments and/or of their respective amounts shall be made in the following manner:

6.2.1. Classes of Assessments.

(a) The Assessments shall consist of annual Assessments (each of which is hereinafter referred to as an "Annual Assessment") and special Assessments (each of which is hereinafter referred to as a "Special Assessment").

(b) (i) The proceeds of the Annual Assessments may be used by the Association to defray any cost incurred by it in accordance with, or for any other purpose permitted by, the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

(ii) The proceeds of any Special Assessments shall be used by the Association to defray any cost incurred by it either in constructing, reconstructing, repairing or replacing any of the Commons or any other Association Property or as the result of any expansion of the Community pursuant to the provisions of Section 7, or any other extraordinary expense incurred by the Association.

6.2.2. Period of Assessments.

(a) Each Assessment shall be levied for one of those calendar years (each of which is hereinafter referred to as an "Assessment Year") during which this Declaration remains in effect; provided, that the initial Assessment Year shall commence on the date on which this Declaration is recorded among the Land Records, and shall terminate on the thirty-first (31st) day of December next succeeding such date.

(b) Not more than one Annual Assessment shall be levied against a Lot for any Assessment Year.

6.2.3. Allocation of Assessments among Lots.

(a) Except as is otherwise provided in this paragraph 6.2.3, (i) the respective amounts of any Annual Assessments levied for an Assessment Year shall be equal, (ii) the respective amounts of any Special Assessments levied for an Assessment Year shall be equal, and (iii) no Assessment of one class may be levied for an Assessment Year against one Lot unless an Assessment of such class is at the same time levied for such Assessment Year against each Lot not exempt from such levy under the provisions of this subparagraph 6.2.3.

(b) If during an Assessment Year a Lot is added to the Community through an expansion thereof,

(i) the Association shall be deemed, automatically and without the necessity of further action, to have levied against such Lot for such Assessment Year each Assessment which the Association has levied against the other Lots for such Assessment Year; and

(ii) the respective amount of each such Assessment shall be determined in accordance with the foregoing provisions of this paragraph 6.2.3 as if such Lot formed part of the Community at the commencement of such Assessment Year, but shall then be reduced to a fraction thereof, the numerator of which shall be the number of days remaining in such Assessment Year as of the date of such expansion, and the denominator of which shall be three hundred sixty-five (365).

(c) Until the earliest to occur of (i) the acquisition of the legal title to a Lot hereafter by a person other than the Developer or any Builder, (ii) the issuance by the said County of a certificate of occupancy for the first Dwelling hereafter constructed upon such Lot, or (iii) the second (2nd) anniversary of the date on which such Lot is first subjected to the operation and effect of this Declaration, each Annual Assessment or Special Assessment levied against such Lot shall be in an amount equalling twenty-five percent (25%) of the amount which such Assessment would be, but for the provisions of this subparagraph 6.2.3(b).

(d) Anything contained in the provisions of this Section to the contrary notwithstanding, no Assessment may be levied against (i) the Commons, (ii) any Dedicated Roadway, or (iii) any other portion of the Community to the extent of (A) any easement or other interest therein held by any governmental or quasi-governmental authority or public utility company under the provisions of this Declaration or otherwise, or (B) any interest therein which is then exempt from real property taxation by the law of Maryland, upon the terms and to the extent of such exemption.

**6.2.4. Adoption by Board of Directors;
notice of Assessment; when Assess-
ments are due and payable.**

(a) By, not later than the thirtieth (30th) day before an Assessment Year commences, the Board of Directors shall adopt a budget for the Association for such Assessment Year, setting forth for such Assessment Year (i) the aggregate amount of the Annual Assessments to be levied, and (ii) the respective amount of the Annual Assessment to be levied against each Lot. By not later than the fifteenth (15th) day before such Assessment Year commences, the Association shall provide a copy of such budget to each Owner at its Notice Address. The Association's failure to take any such action by the time set forth hereinabove for taking the same shall not invalidate such action if taken later, but until such action is taken.

each Member shall pay to the Association on account of the Annual Assessment for the next Assessment Year, on the date or dates on which such Annual Assessment would have been due had the Association taken such action before such date, an amount equal to the Annual Assessment for the preceding Assessment Year (or the initial installment thereof, if such Annual Assessment was payable in installments).

(b) If the Association so permits, (i) any Assessment may be paid to the Association in monthly or other installments in accordance with a schedule determined by the Association and (ii) any Assessment (or installment thereof, if payable in installments) may be prepaid.

(c) So much of an Annual Assessment as does not exceed the maximum amount which the Association may levy without obtaining the consent of the Membership in accordance with the provisions of subparagraph 6.2.5(b) (or one installment of such Assessment, if payable in installments) shall be due on the first (1st) day of such Assessment Year without the necessity of further action by the Association (and any subsequent installments thereof shall be due on the respective dates set forth in such schedule); provided, that if the amount of an Annual Assessment exceeds such maximum amount, as aforesaid, no portion of such excess shall be due unless and until the Membership has consented to the levying of such excess.

(d) Any Special Assessment (or the initial installment thereof, if payable in installments) shall be due on the later of (i) the first (1st) day of the Assessment Year for which it is levied, or (ii) any later date specified therefor by the Association (and any subsequent installments thereof shall be due on the respective dates set forth in such schedule).

(e) Anything contained in the foregoing provisions of this paragraph to the contrary notwithstanding, if a Lot is exempt from such levy at the commencement of an Assessment Year but during such Assessment Year becomes eligible for such levy, the Assessment thus levied shall be due on the later of (i) the date on which such Assessment would have been due were such Lot part of the Community at the commencement of such Assessment Year, or (ii) the date on which such Lot becomes eligible for such levy.

6.2.5. Limitations on certain Assessments.

(a) Without Membership's approval. Other than pursuant to the provisions of subparagraph 6.2.5(b), the Association may not levy against any Lot any Special Assessment or an Annual Assessment in an amount which,

(i) for the initial Assessment Year, exceeds One Hundred Twenty and 00/100 Dollars (\$120.00); or

(ii) for any Assessment Year thereafter, exceeds one hundred ten percent (110%) of the maximum amount permitted to be levied as an Annual Assessment for the immediately preceding Assessment Year.

(b) With Membership's approval.

(i) The Association may levy against each Lot for an Assessment Year that portion of an Annual Assessment which exceeds the maximum sum which the Association may levy for such Assessment Year without approval by the Membership, as aforesaid, after and only after having been authorized to do so by two-thirds of the votes cast on such question by those Members of each Class of Membership who are present and voting on such question at a Membership Meeting held in accordance with the following provisions of this subparagraph 6.2.5(b).

(ii) The Association shall send to each Member at its Notice Address a written notice of the date, time and place of any Membership Meeting at which such question is to be considered by not later than the thirtieth (30th) and not more than the sixtieth (60th) day before such date. The presence at such date, time and place, in person or by proxy, of Members holding at least sixty percent (60%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting. If such quorum does not exist thereat, the Association may call another Membership Meeting for such purpose for a date not more than sixty (60) days after the first said date, by sending to each Member at its Notice Address a written notice of the date, time and place thereof in the same manner as that set forth hereinabove. The presence at such date, time and place, in person or by proxy, of Members holding at least thirty percent (30%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting.

6.3. Owners' personal liability for Assessments.

6.3.1. Each Owner shall be personally liable for payment of each Assessment (or each installment thereof, if payable in installments) which becomes due for a Lot while he is its Owner. An Owner may not avoid such liability by waiving any right to use the Commons or other right which he holds under the provisions of this Declaration or otherwise, abandoning or otherwise terminating his use of such Lot, or conveying the title to such Lot after the same becomes due.

6.3.2. An Owner shall not be personally liable for payment of any Assessment or installment thereof which becomes due for a Lot

(a) before he becomes its Owner (notwithstanding that an Assessment Lien for such Assessment may be imposed upon the title to such Lot while held by such Owner, pursuant to the provisions of subsection 6.4), or

(b) after he ceases to be its Owner.

6.3.3. If an Owner becomes the Owner of a lot during an Assessment Year, such Owner shall be personally liable for that portion of each Assessment levied against such Lot during such Assessment Year which is equal to the amount of such Assessment determined in accordance with the provisions of paragraph 6.2.3, reduced to a fraction thereof, the numerator of which shall be the number of days in such Assessment Year during which such Owner is the Owner of such Lot, and the denominator of which shall be three hundred sixty-five (365).

6.4. Assessment Lien; priority thereof.

6.4.1(a) At any time within two (2) years after an Assessment is levied against a Lot and before it is paid in full to the Association, the Association may give notice to the Owner thereof (by certified mail, returned receipt requested) of the Association's intent to create a lien against such Lot (hereinafter referred to as a "Notice of Lien").

(b) The form of the Notice of Lien shall be determined by the Association in the exercise of its sole discretion, provided that the Notice of Lien complies with the requirements of section 14-203 of the Contract Lien Act.

6.4.2.(a) The Association may execute and record among the Land Records in accordance with the provisions of section 14-204 of the Contract Lien Act a statement (hereinafter referred to as a "Statement of Lien") for such Assessment or any installment thereof (if payable in installments and if the Association elects to make such Statement of Lien applicable to such installment rather than to such Assessment in full), (i) within one hundred twenty (120) days after giving the Notice of Lien, if the Unit Owner fails to file a complaint in the Circuit Court of the said County in accordance with the provisions of section 14-203 of the Contract Lien Act within thirty (30) days after the Association gives the Notice of Lien, or (ii) within thirty (30) days after the Circuit Court of the said County orders the imposition of a lien pursuant to such provisions.

(b) The form of such Statement of Lien shall be determined by the Association in the exercise of its sole discretion, so long as it constitutes a "statement of lien" for purposes of the provisions of section 14-203 of the Contract Lien Act.

6.4.3. Each Assessment (or installment thereof, if payable in installments) levied against a Lot shall be a lien (herein referred to as an "Assessment Lien") upon the title to such Lot from the time when a Statement of Lien for such Assessment or installment is recorded among the Land Records pursuant to the foregoing provisions of this subsection 6.4 and the provisions of section 14-203 of the Contract Lien Act, until such Assessment or installment is paid.

6.4.4. An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Lot against which such Assessment Lien is imposed, if and only if such Mortgage is recorded among the Land Records before a Statement of Lien imposing such Assessment Lien is recorded thereamong.

6.4.5. An Assessment Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and covering real property situate and lying in the said County.

6.5. Interest on unpaid Assessments. Each Assessment (or installment thereof, if payable in installments) shall bear interest on its unpaid balance from the thirtieth (30th) day after it becomes due, until paid, at the lesser of (a) the rate of twenty percent (20%) per annum, or (b) the highest rate from time to time permitted by applicable law to be charged upon the same. In addition to such interest, the Association shall be entitled to levy against the Owner and Lot in question a late charge of \$20.00 for each Assessment or installment thereof which is not paid within thirty (30) days after it becomes due, which late charge shall automatically become part of such Assessment or installment for all purposes of the provisions of this Declaration.

6.6. Recovery of unpaid Assessments.

6.6.1. The Association shall be entitled to recover in an action at law or in equity, from any person liable for payment of any or all of an Assessment, and without waiving the Assessment Lien therefor, a money judgment for both (a) such Assessment (including, by way of example rather than of limitation, the amount of any deficiency resulting from any foreclosure of such Assessment Lien), and (b) any and all interest accrued thereon through the date of such recovery, and costs incurred by the Association in obtaining such recovery (including, by way of example rather than of limitation, that of reasonable attorneys' fees).

6.6.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, no such action may be brought to foreclose upon such Assessment Lien or otherwise to recover any of such Assessment, unless it is brought on or before the third (3rd) anniversary of the date on which a statement of lien is recorded among the said Land Records in accordance with the provisions of paragraph 6.4.2.

6.7. Certificate as to payment of Assessments. The Association shall, upon written request at any time by any person liable for payment of any Assessment or installment thereof, or who holds any interest in a Lot against which an Assessment has been levied, deliver to such person a certificate signed by an officer of the Association, setting forth whether such Assessment or installment has

been paid. Any such certificate so delivered shall be conclusive evidence of the payment of each Assessment or installment thereof therein stated to have been paid.

Section 7. Expansion of the Community.

7.1. The Developer hereby reserves, for a period of seven (7) years after the date hereof, the right (which shall be exercisable at its sole discretion, but only in accordance with the provisions of this Section) to expand the Community from time to time by subjecting to the operation and effect of this Declaration, and thereby adding to the Community, all or any portion or portions of any one or more of those parcels of land, situate and lying in the said County, which are described in Exhibits C-1 through C-3, respectively, together with all of the respective improvements on such portions and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (each of which parcels, together with such improvements thereon and appurtenances thereto, is hereinafter sometimes referred to as "Parcel II" through "Parcel IV", respectively, or as a "Future Parcel"). The Developer's right to expand the Community reserved in this subsection 7.1 shall be exercisable, with respect to any such portion or portions of a Future Parcel, either before or after conveyance of the legal title to the same to a person other than the Developer.

7.2. Any such expansion shall be accomplished by, and become effective upon and only upon, the amendment of this Declaration by the recordation among the Land Records of an appropriate amendatory instrument which

7.2.1. sets forth a legal description of each Future Parcel or portion thereof added to the Community by such expansion;

7.2.2. expressly subjects the same to the operation and effect of this Declaration; and

7.2.3. if such Future Parcel or portion thereof has been subdivided into residential lots and/or open spaces in accordance with applicable law governing the subdivision of land in the said County,

(a) describes such residential lots and open spaces by reference to them as designated on the plat which, pursuant to such law, is recorded among the Land Records in connection with such subdivision,

(b) designates each such residential lot as a Lot and the remainder of such Future Parcel or portion thereof (other than any Dedicated Roadway therein) as part of the Commons for purposes of this Declaration, and

(c) designates such plat (if such plat is other than the original Community Plat) as an amendatory plat to the Community Plat for purposes of this Declaration.

7.3. Form of instrument.

7.3.1. Except to the extent that the form and contents of any such amendatory instrument or subdivision plat are dictated by applicable law, they may be determined by the Developer in the exercise of its sole discretion, and the effectiveness of neither any such expansion nor the execution or recordation of any such instrument or plat shall be conditioned upon the consent thereto or joinder therein by any person (including, by way of example rather than of limitation, the Association or any Owner) other than the Developer. The Developer shall be entitled to execute and/or record any such instrument or plat, and/or to take any other action with respect thereto, to the extent that such action is, in the opinion of the Developer's legal counsel, necessary or desirable to effectuate the provisions of this Section.

7.3.2. Without limiting the generality of the foregoing provisions of this subsection, the Developer may by the provisions of any such amendatory instrument or plat, or at any time before the conveyance to the Association of such land, if any, as is added to the Commons by such expansion, reserve for the benefit of any Future Parcel or portion thereof (regardless of whether it is ever part of the Community) such easement rights of the type reserved by the Developer by the provisions of this Declaration as the Developer determines to reserve in the exercise of its sole discretion, all without the necessity of obtaining any other person's consent thereto or joinder therein.

7.4. Upon any such expansion of the Community, the title to each Future Parcel or portion thereof which is thereby added to the Community shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it formed part of the Community on the date hereof.

Section 8. Architectural Committee and control.

8.1. Architectural Committee.

8.1.1. The Board of Directors shall from time to time designate three or more individuals to constitute a committee to be known as "the Architectural Committee", which shall have the powers and duties conferred upon it by the provisions of this Section.

8.1.2. The affirmative vote of a Majority of the membership of the Architectural Committee shall be required for it to

(a) recommend to the Board of Directors the adoption or promulgation of any of the Rules and Regulations which are hereinafter in this Section referred to;

(b) make any finding, determination, ruling or order; or

(c) issue any permit, authorization or approval pursuant to the provisions of this Section.

8.1.3. Unless such decision is reversed or modified by the Board of Directors upon the written application of any Owner made to the Board of Directors within ten (10) days after the date on which the Architectural Committee makes a decision on any matter referred to in the provisions of subparagraphs 8.1.2(b) and (c), such decision shall be final.

8.2. Architectural control.

8.2.1. No Structure may be commenced, constructed, erected, placed, maintained or permitted to remain on a Lot, and no Structure existing on a Lot may be altered in any way (including (a) exterior painting and (b) interior painting or other modifications which are visible from the exterior thereof) which, in the judgment of the Architectural Committee, materially changes the exterior appearance thereof, and no Use may be commenced on a Lot, unless prior thereto plans and specifications therefor, and a description of any such use (herein referred to collectively as "Plans"), have been submitted to and approved in writing by the Architectural Committee.

8.2.2. Such Plans shall (a) designate by reference to the Community Plat each Lot for which such Plans are submitted; (b) include a plan of each such Lot showing the nature, exterior color scheme, kind, shape, height, materials and location (both with respect to each such Lot and with respect to Structures located on adjoining portions of the Community) of all Structures then existing or proposed by such Plans to be placed thereon, any existing or proposed front, rear and side setbacks from such Structures, and the location of any existing or proposed parking spaces and driveways upon such Lot; and (c) be in such form and contain such other information as are required by the Architectural Committee.

8.3. Certain Rules and Regulations, and statements of policy.

8.3.1. The Architectural Committee may propose to the Board of Directors, and the Board of Directors may cause the Association to adopt, (a) certain Rules and Regulations governing the form and content of any Plans to be submitted to the Architectural Committee for its consideration, and (b) statements of policy with respect to its approval or disapproval of the architectural styles or details, or other matters, reflected in such Plans.

8.3.2. Such Rules and Regulations may be amended or revoked by the Board of Directors at any time in the same manner as the Rules and Regulations may be amended or or revoked generally, and any such statement of policy may be amended or revoked by the Architectural Committee at any time.

8.3.3. The inclusion or omission of any matter in or from, or the amendment of, any of such Rules and Regulations or statement of policy shall not be deemed to bind the Architectural Committee to approve or disapprove any Plans or to constitute a waiver of the exercise

of the Architectural Committee's discretion as to any such matter; provided, that no such amendment or revocation shall affect the finality of any such approval granted before such amendment or revocation.

8.4. Basis for disapproval.

8.4.1. The Architectural Committee may disapprove any Plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(a) such Plans, or any Structure or Use covered by such Plans, are not in accordance with the provisions of this Declaration, or of the said Rules and Regulations and statements of policy;

(b) such Plans do not contain information which the Architectural Committee may reasonably require to be contained therein;

(c) any Structure covered by such Plans is incompatible with any Structure on or Use of any Lot, due to the former's exterior design, height, bulk, shape, color scheme, finish, style of architecture, configuration, appearance, materials, location or relative cost;

(d) any Use covered by such Plans is incompatible with any Structure on or Use of any Lot;

(e) the existence, size, configuration or location of any parking area proposed for such Lot is incompatible with, or insufficient, inadequate or inappropriate in relation to, any existing or proposed Use or Structure on such Lot or elsewhere within the Community; and

(f) any other set of circumstances which, in the reasonable judgment of the Architectural Committee, would render any Structure or Use which is the subject of such Plans inharmonious with the general plan of development of the Community.

8.4.2. (a) If the Architectural Committee disapproves any Plans or approves them only upon the satisfaction of any specified condition requiring the modification of such Plans or the taking of any other action, it shall immediately notify the applicant thereof in writing, and shall furnish with such notice a statement of the grounds on which it was based.

(b) If the Architectural Committee approves any Plans without conditioning such approval on the satisfaction of any such condition, it shall immediately notify the applicant thereof in writing.

(c) Unless the Architectural Committee, by written notice to the applicant, disapproves any Plans submitted to it or approves them only upon the satisfaction of any specified condition, as aforesaid, within forty-five (45) days after such Plans are submitted to it,

it shall conclusively be deemed for all purposes of this Declaration to have approved such Plans unconditionally for each Lot for which they were so submitted.

8.5. Effect of approval. The Architectural Committee's approval of Plans for any Lot for which such Plans are submitted to it shall not constitute a waiver of its right, in its sole discretion, to disapprove such Plans or any of the features or elements included therein if such Plans are subsequently submitted to it for any other Lot; but (subject to the operation and effect of the provisions of paragraph 8.1.3.), as to any Lot for which such Plans are so approved, such approval shall be final and irrevocable.

8.6. Inspection of Lots. Any agent of the Association may at any reasonable time (but only after having given written notice of the same to the Owner thereof by not later than five (5) days prior thereto) enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Lot or Structure, and any Use thereof, are in accordance with the provisions hereof, and neither the Association nor such agent shall be deemed to have committed any trespass or other wrongful act by reason of such entry or inspection.

8.7. Certificate of compliance and approval.

8.7.1. After the completion on a Lot of the construction or alteration of any Structure, or the commencement of any Use thereon, the Association (or the Developer, as to Plans approved by the Developer pursuant to the provisions of subsection 8.9) shall, on written request by the Owner or any Mortgagee thereof, issue a certificate in a form suitable for recordation among the Land Records,

(a) identifying such Lot and such Structure or Use; and

(b) stating that the Architectural Committee (or the Developer, as the case may be) has approved Plans covering such Structure or Use in the manner set forth in the provisions of this Section, and believes that such Structure or Use complies therewith.

8.7.2. The Association may charge such Owner a reasonable fee for the issuance of such certificate, the payment of which at the time of the request for such certificate shall be a condition to its obligation hereunder to issue the same.

8.7.3. Such Owner shall bear the cost of recording such certificate among the Land Records.

8.8. Removal.

8.8.1. If any Structure is altered, erected, placed or maintained, or any new Use commenced, on any Lot.

other than in accordance with Plans approved by the Architectural Committee pursuant to the foregoing provisions of this Section, such action shall be deemed to be a violation of the provisions of this Section and, promptly after the Association gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such Use shall cease, so as to terminate such violation.

8.8.2. If within fifteen (15) days after having been given such notice such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and the Association shall have a lien therefor which is enforceable in the same manner as an Assessment Lien imposed upon such Lot.

8.9. Developer's or Builder's Plans. Nothing in the foregoing provisions of this Section shall be deemed in any way to require that the Developer or any Builder submit to the Architectural Committee, or obtain its approval of, Plans for any Structure to be constructed upon a Lot (or any Use or condition thereof) before the initial conveyance of record of the title to such Lot to a person other than the Developer or a Builder, if and only if Plans therefor have been approved in writing by the Developer, it being the Developer's intention that, where the Developer has approved such Plans, the provisions of this Section which require approval of such Plans, Use or condition by the Architectural Committee not be applicable to a Lot until the title thereto is hereafter first acquired of record by a person other than the Developer or a Builder.

Section 9. Use of Lots.

9.1. Uses prohibited absolutely.

9.1.1. Subject to the operation and effect of the provisions of paragraph 9.1.2,

(a) no Lot shall be devoted to a principal Use other than a residential Use;

(b) no Lot may contain more than one residential Structure at any time (which Structure must be a detached residential Structure, may constitute not more than one Dwelling, and may be used as a residence at any one time by not more than one family);

(c) no Lot or Dwelling may be used for transient or hotel purposes; and

(d) no trailer, basement, tent, shack, garage, barn, other outbuilding or other Structure of a temporary character located on any Lot shall be used as a temporary or permanent residence.

9.1.2. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit

(a) the use by the Developer, and any Builder, and their respective agents, employees, officers, contractors and invitees, of the improvements on each Lot of which the Developer or such Builder is then the Owner (i) as offices or as speculative or sample dwellings in connection with its development, construction, replacement, repair, maintenance, marketing, sale or leasing of any Lot, or (ii) in any other manner, unless any other person would, were he the Owner thereof, be prohibited or restricted in the same manner; or

(b) (provided that in each instance of such use the Architectural Committee has approved the same in the manner set forth in the provisions of Section 8) for the maintenance and operation of a church, school, library, playground, park, swimming pool, tennis, squash, racquetball or similar facility, open space and any related structure, if owned and operated by the Association or any nonprofit entity or governmental body.

9.2. Uses prohibited without approval by Architectural Committee. Subject to the foregoing provisions of this Section, and unless the Architectural Committee has approved the same in the manner set forth in the provisions of Section 7,

9.2.1. no automobile, Recreational Vehicle, boat, boat trailer, or any similar item shall be temporarily or permanently parked or stored on any Lot or portion of the Commons (a) except in an automotive vehicle parking space and (b) unless (i) such item fits within the boundaries of such parking space and (ii) current and valid license plates are affixed thereto.

9.2.2. no machinery shall be placed or operated on any Lot or in any Dwelling, except for such machinery as is customarily utilized in occupying a private residence.

9.2.3. no profession or home industry shall be conducted on any Lot or in any Dwelling.

9.2.4. no lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot; provided, that

(a) building materials being utilized in the construction, reconstruction or repair of any Structure in accordance with the provisions of Section 8 may be stored thereon while such activities are being carried on, and

(b) if trash or other refuse from such Lot is disposed of by being collected and carried away on a regular and recurring basis, containers containing the same may be placed in the open on any day on which a collection is to be made, at a place on or adjacent to such Lot which affords access thereto to the person making such

collection (but further provided, that (i) such containers shall be stored at all other times so that they are not visible from elsewhere within the Community, and (ii) the Association may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers).

9.2.5. no tree having a diameter of three inches or more, as measured at a point two feet above the ground level, shall be removed from any Lot.

9.2.6.(a) no chain link fence shall be erected or maintained on any Lot.

(b) no fence or wall shall (i) exceed forty-eight inches in height unless it fully or partially encloses any swimming pool, tennis court, patio or open garden court, or is a retaining wall required by the topography of such Lot or any adjacent portion of the Community, or (ii) interfere with any underground or surface drainage structure, pipe or ditch.

9.2.7. no livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept on any Lot, either temporarily or permanently (except that two (2) or fewer dogs, cats or other household pets licensed by the said County or other applicable governmental authority, if licensing requirements are applicable thereto, may be kept on a Lot if not kept, bred or maintained thereon for any commercial purpose).

9.3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or in any Dwelling, no odor shall be permitted to emanate therefrom, and no condition shall be maintained thereon, so as to render any Lot or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to any of the Community, any occupant thereof or any property.

9.4. Repair of Structures. Each Owner shall at all times keep his Lot and the exterior of all Structures thereon in good condition and repair and adequately painted or otherwise finished.

9.5. Landscaping. Except for patios, walkways, flower gardens, hedges and trees, which shall be neatly maintained, all unimproved open areas on any Lot shall be maintained in lawns, which shall be kept mowed to a height not exceeding four inches.

9.6. Right of entry. The Association and the Developer shall each have the right to enter on any Lot and (a) trim or prune any tree, hedge or other planting whose height or location on such Lot is, in the Association's judgment, unreasonably detrimental to any adjoining property, is unattractive or obscures the view of street traffic from any Lot, or (b) cure any violation of the provisions of this Section, all provided that such Owner is given fifteen (15) days' prior written notice of such action, except in the case of an emergency, in which event only such notice need be given as is reasonable.

under the circumstances. In such event, such Owner shall pay to the Association the amount of any and all reasonable expenses incurred by the Association in taking such action, within ten (10) days after such Owner's receipt of written demand therefor from the Association.

Section 10. Rights of Mortgagees.

10.1. General.

10.1.1. Regardless of whether a Mortgagee in Possession of a Lot is its Owner, (a) such Mortgagee in Possession shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Community Plat, the Articles of Incorporation, the By-Laws and applicable law which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Owner thereof.

10.1.2. Any Mortgagee in Possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Owner; provided, that nothing in the foregoing provisions of this paragraph 10.1.2 shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Owner to satisfy any of the same.

10.2. Rights of first refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Association, to and only to the extent that it arises under the provisions of this Declaration, the Articles of Incorporation or the By-Laws, it being the Developer's intention that nothing in the foregoing provisions of this subsection be deemed in any way to alter or impair the operation and effect of any right of first refusal or similar restriction given by an Owner or any other person to the Association or any other person but not arising under the provisions of this Declaration, the Articles of Incorporation or the By-Laws.

10.3. Priority over Assessment. A Mortgagee's interest in a Lot under its Mortgage shall be

10.3.1. free of any claim or lien for any Assessment levied against such Lot before such Mortgage is recorded among the Land Records (unless before such recordation a Statement of Lien covering such Assessment is recorded among the Land Records pursuant to the provisions of subsection 6.4), other than any claim for a pro rata share of the amount represented by such Assessment which results from any pro rata reallocation of such Assessment among all of the Lots, including such Lot; and

10.3.2. free of any such claim or lien arising after such recordation of such Mortgage, and before such Mortgagee becomes a Mortgagee in Possession of such Lot.

10.4. Actions conditioned on Mortgagee's approval. Unless two-thirds (2/3) of the first Mortgagees of all Lots then within the Community have given their prior written approval thereof, the Association shall not by act or omission

10.4.1. seek to abandon, partition, subdivide, encumber, sell or transfer the Commons (provided, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Commons shall not be deemed to be prohibited by the foregoing provisions of this subsection), or

10.4.2. use any proceeds derived from hazard insurance and paid to the Association on account of any damage to or destruction of any of the Commons, for other than the repair, replacement or reconstruction thereof, or

10.4.3. fail to maintain fire and extended coverage insurance on so much of the Commons as is insurable, on a current replacement cost basis, in an amount not less than one hundred percent (100%) of the insurable value thereof (based on its current replacement cost), or

10.4.4. change the method of determining the Assessments, or

10.4.5. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, set forth in the provisions of this Declaration, pertaining to the architectural design or the exterior appearance or maintenance of Lots or improvements thereon, or the maintenance and upkeep of the Commons.

10.5. Inspection; statement and notice. A Mortgagee shall, upon request of the Association, and provided that it has furnished the Association with the information referred to in the provisions of subsection 11.12, be entitled to

10.5.1. inspect the Association's books and records during normal business hours;

10.5.2. receive an annual financial statement of the Association within ninety (90) days after the end of any fiscal year of the Association;

10.5.3. be given timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings;

10.5.4. be given timely written notice of the occurrence of any substantial damage to or destruction of the Commons, or if the Commons are made the subject of

any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority; and

10.5.5. be given written notice by the Association of any default by the Owner of such Mortgagee's Lot in performing such Owner's obligations under the provisions of this Declaration, the Association's articles of incorporation or the By-Laws which is not cured within thirty (30) days after such default commences.

10.6. Taxes on Commons. The first Mortgagees may, jointly or singly, pay any or all taxes or other charges which are in default and which may or have become a charge against any of the Commons, and may pay any or all overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of any such policy, for the Commons. Any first Mortgagee making any such payment shall be owed immediate reimbursement therefor from the Association.

10.7. Approval by Federal Housing Administration and Veterans Administration. Until the Class B Membership terminates pursuant to the provisions of Section 4, the consent or approval of the Federal Housing Administration and/or the Veterans Administration shall be obtained to any of the following actions taken while a Mortgage is in effect which is insured by such entity:

10.7.1. an expansion of the Community pursuant to the provisions of Section 7;

10.7.1. a dedication of any portion of the Commons to public use; and

10.7.2. an amendment of this Declaration.

Section 11. General.

11.1. Effectiveness. This Declaration shall become effective on and only on its having been executed and acknowledged by the Developer, and recorded among the Land Records.

11.2. Assignment.

11.2.1. The Developer shall be entitled at any time to assign to any person any or all of its right, title and interest as "the Developer" hereunder (including, by way of example rather than of limitation, the Developer's rights under, or held pursuant to, the provisions of Sections 4, 5, 7 and 8) by an instrument which makes specific reference to this subsection, and is executed and delivered by the Developer and such assignee and recorded among the Land Records.

11.2.2. The Developer may from time to time hereafter permit any right which it then holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

11.3. Amendment and termination.

11.3.1. Except as is otherwise provided in this Declaration, this Declaration and the Community Plat may be amended or terminated by and only by an instrument or plat (a) executed by Owners of at least two-thirds (2/3) of the Lots (one of which must, during the Development Period, be the Developer), and by each Mortgagee whose right, title or interest hereunder would be adversely affected thereby, and (b) recorded among the Land Records.

11.3.2. This Declaration, as amended from time to time, shall remain in full force and effect (a) until the fortieth (40th) anniversary of the date hereof, and (b) thereafter until there is recorded among the Land Records an instrument which, expressly and by specific reference to this paragraph 11.3.2, and in the manner set forth in the foregoing provisions of this subsection, terminates the operation and effect of this Declaration as of a date specified in the provisions of such instrument, in which event such termination shall be effective as of such date.

11.3.3. Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Developer may, without obtaining the consent thereto of any Owner, Mortgagee or other person, amend this Declaration or the Community Plat if and only if such amendment is (in the Developer's reasonable opinion) necessary to correct obvious typographical, mathematical or similar errors therein.

11.4. Waiver. The Developer shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by the Developer in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

11.5. Applicable law. This Declaration shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

11.6. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

11.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the Community Plat

or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

11.8. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any Section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

11.9. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Lot, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder therein of the Owner of such Lot.

11.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

11.11. General plan of development.

11.11.1. The provisions of this Declaration shall conclusively be deemed to be part of a general plan or scheme of development and use for the real property which, at the time in question, comprises the Community and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Lot and the Commons; provided, that they shall not be deemed to be part of a general plan or scheme of development and use for, or to be covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to),

(a) any Future Parcel or portion thereof unless and until it is added to the Community through an expansion thereof pursuant to the provisions of Section 7, or

(b) any land not within Parcel I or any Future Parcel.

11.11.2. If any Owner or other person fails to comply with any of such provisions, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief, or both, in any or all of the Developer, the Association and each Owner, and their respective heirs, personal representatives, successors and assigns.

11.11.3. Both the Developer, by delivering to the Association a deed conveying to it the title to any or all of the Commons, or to any person a deed conveying to such person the title to a Lot, and the Association or such person, by accepting such delivery, shall be deemed thereby to have agreed with each other and with each other Owner to be bound by the provisions of this Declaration.

11.11.4. Any lease or licensing agreement entered into by an Owner or another person and covering any or all of a Lot, or by the Association and covering any of the Commons, shall be in writing and shall expressly provide that (a) the terms of the lease or license thereby created are in all respects subject to the operation and effect of the provisions of this Declaration, and (b) any failure by the lessee or licensee thereunder to comply with such provisions shall constitute a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so.

11.11.5. Each person who, together with any other person, is an Owner or a Lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

11.12. Notices.

11.12.1. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to any person shall be in writing, and (a) shall be deemed to have been provided forty-eight (48) hours after having been deposited as first class mail in the United States mails, postage prepaid, and addressed (i) if the addressee is the Developer, to its address which is set forth hereinabove or to such other address in the United States of America as the Developer may designate from time to time by notice to the Association, with a copy to the Developer's attorney, Gregory L. Reed, Esquire (whose address is Frank, Bernstein, Conaway & Goldman, Suite 700, American City Building, Columbia, Maryland 21044), (ii) if the addressee is the Association or the Architectural Committee, to the address of the Association's resident agent as set forth in the Articles of Incorporation, or to such other address in the United States of America as the Association may designate from time to time by notice to the Owners, (iii) if the addressee is an Owner (other than the Developer) or a Mortgagee who (in accordance with the provisions of the Articles of Incorporation and the By-Laws) has notified the Association of its status as such and furnished the Association with its address in the United States of America, to such person's said address (herein referred to as such person's "Notice Address"), and (iv) if the addressee either (A) has not so notified the Association and furnished it with its address, as aforesaid, or (B) is any other person, to such address in the United States of America as is used by the United States Postal Service for the delivery of mail to such person or his Lot, or (b) shall be deemed to have been provided upon actual hand or other delivery to such person.

11.12.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless an Owner or a Mortgagee has notified the Association of its status as such and furnished the Association with its address in accordance with the provisions of the Articles of Incorporation or the By-Laws, such person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice, demand, consent, approval, request or other communication or document by the Association, (b) to participate in the consideration of or cast any vote on any question voted upon by the Membership, or (c) otherwise to be recognized as such by the Association or any Owner.

11.13. Waiver of reversionary right. The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Developer or any other person any reversionary right with respect to any Lot. Any such reversionary right is hereby expressly waived.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and sealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS or ATTEST:

ELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland,

By: BRANTLY DEVELOPMENT CORPORATION, a corporation organized and existing under the law of Maryland

Diana H. Maddell

by [Signature] (SEAL)
John F. Liparini,
President

The Developer

STATE OF MARYLAND: COUNTY OF HOWARD: TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 1986, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared John F. Liparini, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Brantly Development Corporation, a corporation organized and existing under the law of Maryland, the general partner of ELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland and the entity named in such instrument as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on July 1, 1987.



CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

DONALD L. MISKELLY and GEORGE H. MANTAKOS, Trustees, and FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland, who are, respectively, the trustees and the beneficiary under a deed of trust dated April 25, 1986, and recorded among the Land Records of Howard County, Maryland, in Liber 1468 at folios 499 et seq., from Elkridge Limited Partnership, hereby join in the foregoing Declaration for the express purpose of subjecting all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A to such Declaration to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 2nd day of December, 1986.

WITNESS:

[Signature]
[Signature]

Donald L. Miskelly (SEAL)
DONALD L. MISKELLY, Trustee
[Signature] (SEAL)
GEORGE H. MANTAKOS, Trustee

ATTEST:

[Signature]

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland,
by Charles C. Holman (SEAL)
CHARLES C. HOLMAN
EXECUTIVE VICE PRESIDENT

CONSENT AND AGREEMENT OF MORTGAGEES

ROBERT LEE BAKER AND JUDITH ANN BAKER, his wife, residents of Maryland, who are the mortgagees under a Mortgage dated July 16, 1986, and recorded among the Land Records of Howard County, Maryland in Liber 1499 at folios 166 et seq., from Elkridge Limited Partnership, hereby join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under such mortgage in and to the real property described in Exhibit C-3 to such Declaration to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Mortgagee shall be deemed in any way to create between the person named in such Declaration as "the Developer" and the undersigned any relationship of partnership or joint venture.

IN WITNESS WHEREOF, the said mortgagees have executed and ensealed this Consent and Agreement of Mortgagees, this 22nd day of December, 1986.

WITNESS:

James B. Stewart

Robert Lee Baker (SEAL)
ROBERT LEE BAKER

James B. Stewart

Judith Ann Baker (SEAL)
JUDITH ANN BAKER

STATE OF MARYLAND: COUNTY OF Howard : TO WIT:

I HEREBY CERTIFY that on this 22nd day of December, 1986, before me, a Notary Public for the state and county aforesaid, personally appeared ROBERT LEE BAKER, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

James B. Stewart
Notary Public

My commission expires on July 1, 1990.



STATE OF MARYLAND: COUNTY OF St. Mary's : TO WIT:

I HEREBY CERTIFY that on this 22nd day of February, 1986, before me, a Notary Public for the state and county aforesaid, personally appeared JUDITH ANN BAKER, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

James B. Stiller, Jr.
Notary Public

My commission expires on July 1, 1990.



CANBURY WOODS

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

EXHIBIT A

Description of Parcel I

ALL OF THAT LAND, situate and lying in Howard County, Maryland, which is described as follows:

(a) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 64, as shown on a plat (consisting of three (3) sheets) prepared by Clark, Finefrock & Sackett, Inc., entitled "Canbury Woods, Lots 1 thru 68, Section 1, Area 1", dated January, 1985, and intended to be recorded among the Land Records of the said County simultaneously with the recordation thereamong of this Declaration;

(b) the lots designated as "Community Owned Open Space Lot 65", "Community Owned Open Space Lot 66", "Community Owned Open Space Lot 67" and "Community Owned Open Space Lot 68"; and

(c) the roadways designated as "Hanover Court" and "Bakers Byway" on the said plat.

CANBURY WOODS

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

EXHIBIT B

Lots in Parcel I

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,
14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27,
28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41,
42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,
56, 57, 58, 59, 60, 61, 62, 63 and 64, as shown on plat
(consisting of three (3) sheets) prepared by Clark,
Finefrock & Sackett, Inc., entitled "Canbury Woods, Lots 1
thru 68, Section 1, Area 1", dated January, 1985, and
intended to be recorded among the Land Records of the said
County simultaneously with the recordation thereamong of
the Declaration.

CANBURY WOODS

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

EXHIBIT C-1

Description of Parcel II

ALL OF THAT LAND, situate and lying in Howard County, Maryland, which is described as follows:

(a) Lots 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102 and 103, as shown on a plat (consisting of two (2) sheets) prepared by Clark, Finefrock & Sackett, entitled "Canbury Woods, Lots 69 thru 103, Section 1, Area 2", dated April, 1986 and intended to be recorded among the said Land Records simultaneously with the recordation thereamong of this Declaration; and

(b) the roadways designated as "Bakers Byway" and "Adcock Lane" on the said plat.

ARK/09-20-86
1456Q

LIBER 1584 FOLIO 150

CANBURY WOODS

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

EXHIBIT C-2

Description of Parcel III

PARCEL ONE

Beginning for the same at the end of the eleventh or South 33° 21' 29" East 490.07 feet line of Exhibit A-2 in the conveyance from Evergreen Valley Associates to Elkridge Limited Partnership, which conveyance is described in deed dated April 28, 1956, and recorded in the Land Records of Howard County in Liber 1468, folio 486, etc., (1) Running thence and binding reversely on said line North 33° 21' 29" West 490.07 feet to a concrete monument found at the southerly right of way line of the Susquehanna Transmission Company (2) thence, binding on said right of way North 75° 28' 21" East 227.66 feet to the westermost corner of open space lot 70 of Mount Augustine, Plat 6141, recorded January 24, 1985, among the Land Records of Howard County, (3) thence binding reversely on said lot 70 South 33° 04' 39" East 289.86 feet to the northerly side of the right of way of the Baltimore and Ohio Railroad, thence, binding on said right of way the three following courses: (4) South 59° 26" West 67.61 feet; (5) South 31° 23' 26" West 102.30 feet; (6) South 33° 26" West 84.17 feet to the place of beginning. Containing 1.87 acres or less.

PARCEL TWO

Beginning for the same at the end of the ninth or South 33° 21' 29" East 10 feet line of the above referenced Exhibit A-2 in the conveyance from Evergreen Valley Associates to Elkridge Limited Partnership thence binding reversely on said line (1) North 33° 21' 29" West 796.10 feet to a point 473.35 feet from the beginning of the eighth or South 32° 45' East 1254.43 feet line of Deed from Ferdinand Sybert to Joseph Marc and Catherine Marc, his wife, dated October 10, 1942, and recorded among the Land Records of Howard County in Liber 176, folio 119, thence continuing reversely on said eighth line North 33° 21' 29" West 91.78 feet to a point on said line, thence, for a line of division across the property of the herein grantor, Phyllis L. Adock, North 60° 15' 41" East 211.32 feet to point number seventeen at the rear of lot 1 in Mount Augustine plat 6140, recorded among the Land Records of Howard County, thence, running reversely on said outline of said plat, (4) South 33° 09" East 509.26 feet to point fourteen, thence, continuing reversely on the line of Mount Augustine plat 6141, recorded among the Land Records of Howard County, (5) South 33° 04' 39" East 437.59 feet to the northerly side of the Susquehanna Transmission Company right of way, thence, binding on the North-

PARCEL TWO

LIBER 1534 FOLIO 50

to the place of beginning. Containing 4.50 acres, more or less.

Being part of the land described in Deed dated November 29, 1951, and recorded among the Land Records of Howard County in Liber 229, folio 73, which was granted and conveyed by Horace Wilderson and Maud M. Wilderson, his wife, to Phyllis L. Adcock.

CANBURY WOODS

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

EXHIBIT C-3

Description of Parcel IV

COLUMBIA TOWN CENTER TITLE COMPANY
Suite 700, Equitable Bank Center
Columbia, Maryland 21044

DESCRIPTION FOR CONVEYANCE
FROM
JOHN D. BAKER, ET AL, TO
ELKRIDGE LIMITED PARTNERSHIP

BEGINNING FOR THE SAME at the beginning of a parcel described in Exhibit A-2 which by deed dated April 28, 1986, and recorded in the Land Records of Howard County in Liber 1468 page 486, etc., was conveyed by Evergreen Valley Associates Limited Partnership to Elkridge Limited Partnership, said beginning being the same point of beginning cited in the Coates to John D. Baker, Jr., et al, deed recorded in the Land Records of Howard County in Liber 424 page 499, etc., thence running with and binding on the first line of the Elkridge Limited Partnership parcel (1) North 31 degrees 18 minutes West 845.9 feet, thence running with and binding on a part of the second line of the Coates to Baker deed (2) South 54 degrees 11 minutes West 569.5 feet to a point that is North 54 degrees 11 minutes East 220.00 feet from the end of said second line of Coates to Baker, thence (3) for a line of division on a bearing South 37 degrees more or less, East for a distance of 620 feet, more or less, to intersect the sixth line of the Coates to Baker deed at a point North 75 degrees 34 minutes East 210.00 feet from the beginning of said line, thence, running with and binding on the remainder of said sixth line (4) North 75 degrees 34 minutes East 645.96 feet to the place of beginning. Containing 9.9 acres of land, more or less.

SUBJECT TO A RIGHT OF ACCESS, 50 feet wide, reserved to J. D. Baker, Jr., et al, said right of access to be conveyed to J. D. Baker Jr., et al, in fee, by Elkridge Limited Partnership at the completion of the Land Subdivision process for ingress and egress by J. D. Baker Jr., et al, to the public street to be dedicated by Elkridge Limited Partnership within the herein described parcel.

BEING a part of that tract of land which by deed dated September 9, 1964, was conveyed by Donald L. Coates and Mary F. Coates, his wife, to John D. Baker, Jr., and Hilda M. Baker, his wife, and recorded among the Land Records of Howard County in Liber 424 folio 499, etc.

89
50

✓✓ CANBURY WOODS

FIRST AMENDMENT OF DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS

THIS AMENDMENT OF DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS (this "Amendment") is made this 15th day of March, 1988, by ELKRIDGE LIMITED PARTNERSHIP (the "Developer"),

WITNESSETH, THAT WHEREAS, by a Declaration of Covenants, Easements, Charges and Liens (the "Declaration") dated December 12, 1986 and recorded among the Land Records of Howard County, Maryland in Liber 1584 at folios 418 et seq., made by the Declarant, the Declarant subjected to the operation and effect of the Declaration all of the land in the said County which is described in Exhibit A thereto, together with the improvements thereon and the appurtenances thereto, all as is more particularly set forth in the provisions of the Declaration (collectively, "Parcel I"; and

WHEREAS, by the provisions of the Declaration, the Developer reserved, for a period of years set forth therein, the right (which is exercisable at the Developer's sole discretion, but only in accordance with such provisions) to expand the land, improvements thereon and appurtenances thereto which from time to time are subject to the operation and effect of the Declaration (the "Community") by subjecting to the operation and effect of the Declaration, and thereby adding to the Community, all or any portion or portions of any one or more of those parcels of land in the said County (together with the improvements thereon and the appurtenances thereto) which are hereinafter and in the Declaration referred to as "Future Parcels"); and

WHEREAS, the said period of years not having expired, the Developer intends by this Amendment to subject part of the Future Parcels to the operation and effect of the Declaration, as aforesaid,

NOW, THEREFORE, the Declarant hereby subjects to the operation and effect of the Declaration all of that land in the said County which is described in Exhibit A (the plat referred to in Exhibit A being hereby designated as the Amendatory Plat"),

TOGETHER WITH all of the improvements on the said tracts and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which tracts, improvements and appurtenances are hereinafter collectively referred to as the "Additional Property"),

SUBJECT TO the operation and effect of any and all instruments recorded among the said Land Records before the recordation thereamong of this Amendment, and pertaining to any or all of the Additional Property.

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions. As used herein, the terms "Dedicated Roadway", "Lot", "Owner" and the "Commons" have the meaning given to them by the provisions of the Declaration.

Section 2. Lots and Commons.

2.1. The Community shall hereafter include a total of ninety-six (96) Lots, consisting of

2.1.1. the sixty-four (64) Lots heretofore included within the Community under the provisions of the Declaration, and

2.1.2. the thirty-two (32) additional Lots which are designated in Exhibit A (each of which is hereby designated as a "Lot" for purposes of the provisions of the Declaration).

2.2. the Commons shall hereafter include (in addition to the real property included within the Commons under the provisions of the Declaration) all of the Additional Property which is not part of any Lot or Dedicated Roadway.

Section 3. General.

3.1. Effectiveness. This Amendment shall become effective on and only on its having been executed and acknowledged by the Developer, and recorded among the said Land Records.

3.2. Applicable law. This Amendment shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

3.3. Headings. The headings of the sections and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

3.4. Constructions. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

3.5. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

3.6. General Plan of Development. The provisions of the Declaration and of this Amendment shall conclusively be deemed to be part of a general plan or scheme of development and use for the Community and as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Lot, the Commons and the Dedicated Roadways, all upon the terms and subject to the conditions set forth in the provisions of the Declaration and herein; provided, that the same shall not be deemed covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to) (a) any Future Parcel or portion thereof unless and until it is added to the Community through an expansion thereof pursuant to the provisions of the Declaration, or (b) any land or improvements not within Parcel I or any Future Parcel. The Lots and Commons included within the Community by the recordation of this Amendment among the said Land Records shall in all respects be subject to the operation and effect of the Declaration, to the same extent and in the same manner as if they were included therein by the recordation of the Declaration among the said Land Records.

3.7. Effect of this Amendment. The provisions of the Declaration shall for all purposes thereof be, and are hereby, amended in the manner set forth in the provisions of this Amendment. Except as is set forth herein, the provisions of the Declaration shall hereafter remain in full force and effect, as if this Amendment had not been made.

IN WITNESS WHEREOF, the Declarant has executed and ensealed this Amendment or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

ATTEST: w.t.!

✓ ✓ ELKRIDGE LIMITED PARTNERSHIP

✓ ✓ By: BRANTLY DEVELOPMENT CORPORATION,
General Partner

Linda D. Frick

By: [Signature] (SEAL)

John F. Liparini, President

STATE OF MARYLAND, COUNTY OF HOWARD, ss:

I HEREBY CERTIFY that on this 15th day of March, 1988, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared JOHN F. LIPARINI, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of BRANTLY DEVELOPMENT CORPORATION, a Maryland corporation and the general partner of ELKRIDGE LIMITED PARTNERSHIP, a Maryland limited partnership and the entity named in such instrument as the "Declarant", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and notarial seal the day and year first above written.

My Commission Expires:

7/1/90

John F. Liparini
Notary Public

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

DONALD L. MISKELLY and GEORGE H. MANTAKOS, Trustees, and FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, who are, respectively, the trustees and the beneficiary under a deed of trust dated April 24, 1986 and recorded among the Land Records of Howard County, Maryland in Liber 1468 at folios 499 et seq., hereby join in this Amendment for the express purpose of subjecting all of their right, title and interest under the said deed of trust in and to the real property described in Exhibit A to this Amendment to the operation and effect of this Amendment.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in this Amendment as the "Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 28th day of March, 1988.

WITNESS/ATTEST:

Lena K. Stajke

Lena K. Stajke

Abraham J. Lippold

Donald L. Miskelly (SEAL)
Donald L. Miskelly, Trustee

George H. Mantakos (SEAL)
George H. Mantakos, Trustee

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By: Charles C. Holman (SEAL)
Charles C. Holman
Executive Vice President

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 28th day of March, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared DONALD L. MISKELLY, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as Trustee for the purpose therein contained, and that it is his act and deed.

...WITNESS my hand and notarial seal.

Abraham J. Lippold
Notary Public

My Commission Expires:

July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 28th day of March, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GEORGE H. MANTAKOS, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as Trustee for the purpose therein contained, and that it is his act and deed.

WITNESS my hand and notarial seal.

My Commission Expires:

July 1, 1990

Deborah J. Leopoldt
Notary Public

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 28th day of March, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Charles C. Helman, who acknowledged himself to be the Sec. Vice President of FAIRVIEW FEDERAL SAVINGS & LOAN, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence the name of the corporation by himself as such officer.

WITNESS my hand and notarial seal.

My Commission Expires:

July 1, 1990

Deborah J. Leopoldt
Notary Public

EXHIBIT A

Description of the Additional Property

ALL OF THAT LAND in Howard County, Maryland which consists of:

(a) Lots numbered 69 thru 100, inclusive, shown on a plat (consisting of two (2) sheets), prepared by Clark, Finefrock & Sackett, Inc., entitled "Canbury Woods, Lots 69 thru 103, Section 1, Area 2", dated April, 1986, and recorded among the said Land Records as Plat Nos. 7413 and 7414;

(b) the lots designated as "Community Owned Open Space Lot 101", "Community Owned Open Space Lot 102", and "Community Owned Open Space Lot 103" on the said plat; and

(c) the roadways designated as "Bakers Place" and "Adcock Lane" on the said plat.

*Returned to: Ann M. Senter, Legal Office
Ste. 125 Two Century Plaza
Columbia Md. 21024*

143
/✓✓
CANBURY WOODSSECOND AMENDMENT OF DECLARATION OF
COVENANTS, EASEMENTS, CHARGES AND LIENS

THIS AMENDMENT OF DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS (this "Amendment") is made this 22nd day of August, 1988, by ELKRIDGE LIMITED PARTNERSHIP (the "Developer"),

WITNESSETH, THAT WHEREAS, by a Declaration of Covenants, Easements, Charges and Liens (the "Declaration") dated December 12, 1986 and recorded among the Land Records of Howard County, Maryland in Liber 1584 at folios 418 et seq., made by the Declarant, the Declarant subjected to the operation and effect of the Declaration all of the land in the said County which is described in Exhibit A thereto, together with the improvements thereon and the appurtenances thereto, all as is more particularly set forth in the provisions of the Declaration (collectively, "Parcel I"; and

WHEREAS, by the provisions of the Declaration, the Developer reserved, for a period of years set forth therein, the right (which is exercisable at the Developer's sole discretion, but only in accordance with such provisions) to expand the land, improvements thereon and appurtenances thereto which from time to time are subject to the operation and effect of the Declaration (the "Community") by subjecting to the operation and effect of the Declaration, and thereby adding to the Community, all or any portion or portions of any one or more of those parcels of land in the said County (together with the improvements thereon and the appurtenances thereto) which are hereinafter and in the Declaration referred to as "Future Parcels"); and

WHEREAS, by an amendment to the Declaration heretofore recorded among the said Land Records, the Developer has subjected part of the Future Parcels to the operation and effect of the Declaration; and

WHEREAS, the said period of years not having expired, the Developer intends by this Amendment to subject an additional part of the Future Parcels to the operation and effect of the Declaration, as aforesaid,

NOW, THEREFORE, the Declarant hereby subjects to the operation and effect of the Declaration all of that land in the said County which is described in Exhibit A (the plat referred to in Exhibit A being hereby designated as the Amendatory Plat"),

52.57

TOGETHER WITH all of the improvements on the said tracts and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which tracts, improvements and appurtenances are hereinafter collectively referred to as the "Additional Property),

SUBJECT TO the operation and effect of any and all instruments recorded among the said Land Records before the recordation thereamong of this Amendment, and pertaining to any or all of the Additional Property.

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions. As used herein, the terms "Dedicated Roadway", "Lot", "Owner" and the "Commons" have the meaning given to them by the provisions of the Declaration.

Section 2. Lots and Commons.

2.1. the Community shall hereafter include a total of one hundred twenty-eight (128) Lots, consisting of

2.1.1. the ninety-six (96) Lots heretofore included within the Community under the provisions of the Declaration, and

2.1.2. the thirty-two (32) additional Lots which are designated in Exhibit A (each of which is hereby designated as a "Lot" for purposes of the provisions of the Declaration).

2.2. the Commons shall hereafter include (in addition to the real property included within the Commons under the provisions of the Declaration) all of the Additional Property which is not part of any Lot or Dedicated Roadway.

Section 3. General.

3.1. Effectiveness. This Amendment shall become effective on and only on its having been executed and acknowledged by the Developer, and recorded among the said Land Records.

3.2. Applicable law. This Amendment shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

3.3. Headings. The headings of the sections and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

3.4. Constructions. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

3.5. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

3.6 General Plan of Development. The provisions of the Declaration and of this Amendment shall conclusively be deemed to be part of a general plan or scheme of development and use for the Community and as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Lot, the Commons and the Dedicated Roadways, all upon the terms and subject to the conditions set forth in the provisions of the Declaration and herein; provided, that the same shall not be deemed covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to) (a) any Future Parcel or portion thereof unless and until it is added to the Community through an expansion thereof pursuant to the provisions of the Declaration, or (b) any land or improvements not within Parcel I or any Future Parcel. The Lots and Commons included within the Community by the recordation of this Amendment among the said Land Records shall in all respects be subject to the operation and effect of the Declaration, to the same extent and in the same manner as if they were included therein by the recordation of the Declaration among the said Land Records.

3.7. Effect of this Amendment. The provisions of the Declaration shall for all purposes thereof be, and are hereby, amended in the manner set forth in the provisions of this Amendment. Except as is set forth herein, the provisions of the Declaration shall hereafter remain in full force and effect, as if this Amendment had not been made.

IN WITNESS WHEREOF, the Declarant has executed and ensealed this Amendment or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

-ATTEST: *not*

✓ ✓
ELKRIDGE LIMITED PARTNERSHIP

✓ ✓
By: BRANTLY DEVELOPMENT CORPORATION,
General Partner

John F. Liparini

By: *[Signature]* (SEAL)
John F. Liparini, President

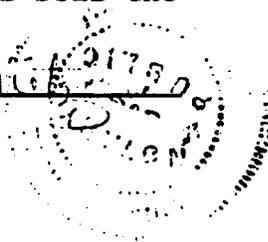
STATE OF MARYLAND, COUNTY OF HOWARD, ss:

I HEREBY CERTIFY that on this 9th day of August, 1988, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared JOHN F. LIPARINI, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of BRANTLY DEVELOPMENT CORPORATION, a Maryland corporation and the general partner of ELKRIDGE LIMITED PARTNERSHIP, a Maryland limited partnership and the entity named in such instrument as the "Declarant", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and notarial seal the day and year first above written.

My Commission Expires:
7/1/90

[Signature]

Notary Public


CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

DONALD L. MISKELLY and GEORGE H. MANTAKOS, Trustees, and FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, who are, respectively, the trustees and the beneficiary under a deed of trust dated April 24, 1986 and recorded among the Land Records of Howard County, Maryland in Liber 1468 at folios 499 et seq., hereby join in this Amendment for the express purpose of subjecting all of their right, title and interest under the said

deed of trust in and to the real property described in Exhibit A to this Amendment to the operation and effect of this Amendment.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in this Amendment as the "Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 14th day of August, 1988.

WITNESS/ATTEST:

Kathleen Long

Kathleen Long

Kathleen Long

✓ Donald L. Miskelly (SEAL)
Donald L. Miskelly, Trustee

✓ George H. Mantakos (SEAL)
George H. Mantakos, Trustee

✓ FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By: Charles O'Neil (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 14th day of August, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared DONALD L. MISKELLY, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as Trustee for the purpose therein contained, and that it is his act and deed.

WITNESS my hand and notarial seal.

My Commission Expires:

7-01-90

Kathleen Long
Notary Public

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 14th day of August, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GEORGE H. MANTAKOS, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as Trustee for the purpose therein contained, and that it is his act and deed.

WITNESS my hand and notarial seal.

My Commission Expires:

7-01-90

Kathleen R. G. [Signature]
Notary Public

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 14th day of August, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Charles C. Halman, who acknowledged himself to be the Exec. V.P. of FAIRVIEW FEDERAL SAVINGS & LOAN, and that he as such Exec. V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence the name of the corporation by himself as such officer.

WITNESS my hand and notarial seal.

My Commission Expires:

7-01-90

Kathleen R. G. [Signature]
Notary Public

CONSENT AND AGREEMENT OF MORTGAGEE

ROBERT L. BAKER and JUDITH ANN BAKER, the mortgagee under a Mortgage dated July 16, 1986, and recorded among the Land Records of Howard County, Maryland in Liber 1499 at folios 166 et seq., hereby join in this Amendment for the express purpose of subjecting all of their right, title and interest under the said mortgagee in and to the real Property to the operation and effect of this Amendment.

Nothing in the foregoing provisions of this Consent and Agreement of Mortgagee shall be deemed in any way to create between the person named in this Amendment as the "Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the said mortgagee has executed and ensealed this Consent and Agreement of Mortgagee or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 18 day of August, 1988.

WITNESS/ATTEST:

Rodolph May Jr

Robert L. Baker (SEAL)
ROBERT L. BAKER

Rodolph May Jr

Judith A. Baker (SEAL)
JUDITH ANN BAKER

STATE OF MARYLAND, COUNTY OF Howard, SS:

I HEREBY CERTIFY that on this 18 day of August, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT L. BAKER, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as Trustee for the purpose therein contained, and that it is his act and deed.

WITNESS my hand and notarial seal.

My Commission Expires:

7/1/90

Linda D. Fitch
Notary Public

STATE OF MARYLAND, COUNTY OF

, ss:

I HEREBY CERTIFY that on this 18th day of August, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JUDITH ANN BAKER, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as Trustee for the purpose therein contained, and that it is her act and deed.

WITNESS my hand and notarial seal.

My Commission Expires:

7/1/90

Judith A. Baker
Notary Public

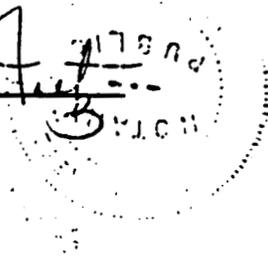


EXHIBIT A

Description of Additional Property

ALL OF THAT LAND in Howard County, Maryland which consists of:

(a) Lots numbered 104 thru 135, inclusive, shown on a plat (consisting of three (3) sheets), prepared by Clark, Finefrock & Sackett, Inc., entitled "Canbury Woods, Lots 104 thru 136, Section 2, Area 1, a Resubdivision of Lot 73, Section 1, Area 2", dated September, 1987, and recorded among the said Land Records as Plat Nos. 7998 through 8000, inclusive;

(b) the lot designated as "Community Owned Open Space Lot 136" on the said plat; and

(c) the roadways designated as "Adcock Lane" and "Arrowwood Court" on the said plat.

RECD FEE 52.1
----- 1
#105110 C184 R01 T1
08/2

CORCORAN TITLE COMPANY

SUITE 104, 2000 CENTURY PLAZA
10632 LITTLE PATUXENT PARKWAY
COLUMBIA, MARYLAND 21044

146

CANBURY WOODS

THIRD AMENDMENT OF DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS

THIS THIRD AMENDMENT OF DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS (this "Amendment") is made this 9th day of August, 1988, by ELKRIDGE LIMITED PARTNERSHIP (the "Developer"),

WITNESSETH, THAT WHEREAS, by a Declaration of Covenants, Easements, Charges and Liens (the "Declaration") dated December 12, 1986 and recorded among the Land Records of Howard County, Maryland in Liber 1584 at folios 418 et seq., made by the Declarant, the Declarant subjected to the operation and effect of the Declaration all of the land in the said County which is described in Exhibit A thereto, together with the improvements thereon and the appurtenances thereto, all as is more particularly set forth in the provisions of the Declaration (collectively, "Parcel I"; and

WHEREAS, by the provisions of the Declaration, the Developer reserved, for a period of years set forth therein, the right (which is exercisable at the Developer's sole discretion, but only in accordance with such provisions) to expand the land, improvements thereon and appurtenances thereto which from time to time are subject to the operation and effect of the Declaration (the "Community") by subjecting to the operation and effect of the Declaration, and thereby adding to the Community, all or any portion or portions of any one or more of those parcels of land in the said County (together with the improvements thereon and the appurtenances thereto) which are hereinafter and in the Declaration referred to as "Future Parcels"); and

FEE 40.5
14
#131620 C134 R01 T14
09/28

WHEREAS, by amendments to the Declaration heretofore recorded among the said Land Records, the Developer has subjected part of the Future Parcels to the operation and effect of the Declaration; and

WHEREAS, the said period of years not having expired, the Developer intends by this Amendment to subject an additional part of the Future Parcels to the operation and effect of the Declaration, as aforesaid,

NOW, THEREFORE, the Declarant hereby subjects to the operation and effect of the Declaration all of that land in the said County which is described in Exhibit A (the plat referred to in Exhibit A being hereby designated as the Amendatory Plat"),

17
40.17

TOGETHER WITH all of the improvements on the said tracts and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which tracts, improvements and appurtenances are hereinafter collectively referred to as the "Additional Property"),

SUBJECT TO the operation and effect of any and all instruments recorded among the said Land Records before the recordation thereamong of this Amendment, and pertaining to any or all of the Additional Property.

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions. As used herein, the terms "Dedicated Roadway", "Lot", "Owner" and the "Commons" have the meaning given to them by the provisions of the Declaration.

Section 2. Lots and Commons.

2.1. the Community shall hereafter include a total of one hundred sixty (160) Lots, consisting of

2.1.1. the one hundred twenty-eight (128) Lots heretofore included within the Community under the provisions of the Declaration, and

2.1.2. the thirty-two (32) additional Lots which are designated in Exhibit A (each of which is hereby designated as a "Lot" for purposes of the provisions of the Declaration).

2.2. the Commons shall hereafter include (in addition to the real property included within the Commons under the provisions of the Declaration) all of the Additional Property which is not part of any Lot or Dedicated Roadway.

Section 3. General.

3.1. Effectiveness. This Amendment shall become effective on and only on its having been executed and acknowledged by the Developer, and recorded among the said Land Records.

3.2. Applicable law. This Amendment shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be

brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

3.3. Headings. The headings of the sections and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

3.4. Constructions. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

3.5. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

3.6. General Plan of Development. The provisions of the Declaration and of this Amendment shall conclusively be deemed to be part of a general plan or scheme of development and use for the Community and as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Lot, the Commons and the Dedicated Roadways, all upon the terms and subject to the conditions set forth in the provisions of the Declaration and herein; provided, that the same shall not be deemed covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to) (a) any Future Parcel or portion thereof unless and until it is added to the Community through an expansion thereof pursuant to the provisions of the Declaration, or (b) any land or improvements not within Parcel I or any Future Parcel. The Lots and Commons included within the Community by the recordation of this Amendment among the said Land Records shall in all respects be subject to the operation and effect of the Declaration, to the same extent and in the same manner as if they were included therein by the recordation of the Declaration among the said Land Records.

3.7. Effect of this Amendment. The provisions of the Declaration shall for all purposes thereof be, and are hereby, amended in the manner set forth in the provisions of this Amendment. Except as is set forth herein, the provisions of the Declaration shall hereafter remain in full force and effect, as if this Amendment had not been made.

EXHIBIT A

Description of Additional Property

ALL OF THAT LAND in Howard County, Maryland which consists of:

(a) Lots numbered 138 thru 169, inclusive, shown on a plat (consisting of four (4) sheets), prepared by Clark, Finefrock & Sackett, Inc., entitled "Canbury Woods, Lots 137 thru 170, Section 2, Area 2, a Resubdivision of Lots 88-91, 97-100, 102 & 103, Section 1, Area 2 & Lot 6 Adcock Property", dated October, 1987, and recorded among the said Land Records as Plat Nos. 8083 through 8086, inclusive;

(b) the lots designated as "Community Owned Open Space Lot 137" and "Community Owned Open Space Lot 170" on the said plat; and

(c) the roadways designated as "Adcock Lane" and "River Birch Court" on the said plat.

IN WITNESS WHEREOF, the Declarant has executed and ensealed this Amendment or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

ATTEST:

ELKRIDGE LIMITED PARTNERSHIP

By: BRANTLY DEVELOPMENT CORPORATION,
General Partner

[Signature]

By: [Signature] (SEAL)
John F. Liparini, President

STATE OF MARYLAND, COUNTY OF HOWARD, ss:

I HEREBY CERTIFY that on this 9th day of August, 1988, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared JOHN F. LIPARINI, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of BRANTLY DEVELOPMENT CORPORATION, a Maryland corporation and the general partner of ELKRIDGE LIMITED PARTNERSHIP, a Maryland limited partnership and the entity named in such instrument as the "Declarant", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and notarial seal the day and year first above written.

My Commission Expires:

7/1/90

[Signature]
Notary Public

RETURN TO:
ANN M. IVESTER
SUITE 125, 2000 CENTURY PLAZA
10632 LITTLE PATUXENT PARKWAY
COLUMBIA, MARYLAND 21044
(301) 740-1011

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

DONALD L. MISKELLY and GEORGE H. MANTAKOS, Trustees, and FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, who are, respectively, the trustees and the beneficiary under a deed of trust dated July 11, 1986 and recorded among the Land Records of Howard County, Maryland in Liber 1502 at folios 475 et seq., hereby join in this Amendment for the express purpose of subjecting all of their right, title and interest under the said

deed of trust in and to the real property described in Exhibit A to this Amendment to the operation and effect of this Amendment.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in this Amendment as the "Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 14th day of August, 1988.

WITNESS/ATTEST:

Kathleen Ash

Donald L. Miskelly (SEAL)
Donald L. Miskelly, Trustee

Kathleen Ash

George H. Mantakos (SEAL)
George H. Mantakos, Trustee

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

Kathleen Ash

By: Charles [Signature] (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 14th day of August, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared DONALD L. MISKELLY, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as Trustee for the purpose therein contained, and that it is his act and deed.

WITNESS my hand and notarial seal.

My Commission Expires:

Kathleen Ash
Notary Public

7-01-90

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 4th day of August, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GEORGE H. MANTAKOS, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as Trustee for the purpose therein contained, and that it is his act and deed.

WITNESS my hand and notarial seal.

My Commission Expires:

7-01-90

Ruthless Galy
Notary Public

STATE OF MARYLAND, COUNTY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 4th day of August, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Charles C. Holman, who acknowledged himself to be the Exec. V.P. of FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, and that he as such Exec. VP, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence the name of the corporation by himself as such officer.

WITNESS my hand and notarial seal.

My Commission Expires:

7-01-90

Ruthless Galy
Notary Public

Liber 1599 Folio 718

DEED

THIS DEED, made this 4th day of November, 1986, by and between ELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland (hereinafter referred to as "the Developer"), and THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland (hereinafter referred to as "the Association"),

WITNESSETH, THAT FOR AND IN CONSIDERATION of the premises (the actual consideration paid or to be paid for the within conveyance being \$0.00), and for other consideration, the receipt and adequacy of which are hereby acknowledged, the Developer hereby grants and conveys unto the Association and its successors and assigns, in fee simple, all of that land, situate and lying in Howard County, Maryland, which is described in Exhibit A hereto,

TOGETHER WITH any and all improvements thereon and any and all rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which land, improvements and appurtenances are hereinafter referred to collectively as "the Property"),

TO HAVE AND TO HOLD the Property unto and to the proper use and benefit of the Association and its successors and assigns, in fee simple, subject to the operation and effect of any and all instruments and matters of record.

WITHOUT LIMITING THE GENERALITY of the foregoing provisions of this Deed, the Developer and the Association hereby acknowledge to and agree with each other, for themselves and their respective heirs, personal representatives, successors and assigns, (1) that the title to the Property being conveyed to the Association by this Deed is encumbered by, and is being conveyed subject to, the operation and effect of an instrument entitled "Declaration of Covenants, Easements, Charges and Liens" (hereinafter, as amended, referred to as "the Declaration") dated August 6, 1986, and recorded among the Land Records of the said County in Liber 1584 at folios 417 et seq., made by the Developer; (2) that the provisions of the Declaration constitute, and have been so recorded as part of, a general plan or scheme of development and use for all of that real property, situate and lying in the said county, which is therein and hereinafter referred to as "the Community", as from time to time constituted, including the Property (but not for any real property not within the Community, as from time to time constituted); (3) that the provisions of the Declaration are and shall be covenants which run with, bind upon, benefit and burden the title to both the Property and the remainder of the Community, as fully and completely as if such provisions were set forth at length in this Deed (and for that purpose such provisions are hereby incorporated herein by reference); (4) that the Property is part of "the Commons", as that term is defined by such provisions; and (5) that the Developer

and the Association shall, by their mutual execution and delivery of this Deed, be bound by the operation and effect of such provisions (including, by way of example rather than of limitation, those requiring the Association and its successors and assigns as owner of the Property to utilize it in accordance with the provisions of the Declaration).

THE DEVELOPER HEREBY COVENANTS that it will warrant specially the title to the Property which is hereby granted, and will execute such further assurances thereof as may be requisite.

THE DEVELOPER HEREBY CERTIFIES that the within grant is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the Developer's property and assets.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Deed or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS or ATTEST:

ELDRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland,

By: BRANTLY DEVELOPMENT CORPORATION, a corporation organized and existing under the law of Maryland,

Bianchi Marshall

by John F. Liparini (SEAL)
John F. Liparini, President

The Developer

ATTEST: witness

THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland,

Lida D. Dawes

by Thomas D. Dawes (SEAL)
Thomas D. Dawes, President

The Association

STATE OF MARYLAND: COUNTY OF HOWARD: TO WIT:

I HEREBY CERTIFY that on this 30 day of October, 1986, before me, a Notary Public for the state and county aforesaid, personally appeared John F. Liparini, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Brantly Development Corporation, a corporation organized and existing under the law of Maryland and the general partner of ELKRIDGE LIMITED

PARTNERSHIP, a limited partnership organized and existing under the law of Maryland and the entity named in such instrument as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Diana H. Marshall
Notary Public

My commission expires on 7/1/90.

STATE OF MARYLAND: COUNTY OF HOWARD: TO WIT:

I HEREBY CERTIFY that on this 30th day of October, 1986, before me, a Notary Public for the state and county aforesaid, personally appeared Thomas D. Dawes, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland and the entity named in such instrument as "the Association", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Linda D. Jaetz
Notary Public

My commission expires on July 1, 1990.

JOINDER AND RELEASE BY
TRUSTEES AND BENEFICIARY

DONALD L. MISKELLY and GEORGE MANTAKOS, Trustees, and FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland, who are, respectively, the trustees and the beneficiary under a deed of trust dated _____, 198_, and recorded among the Land Records of Howard County, Maryland, in Liber 1468 at folios 499 et seq., from Elkrige Limited Partnership, hereby join in the foregoing Deed for the express purpose of (1) conveying to THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland, all of their right, title and interest under the said deed of trust in and to the real property described in Exhibit A to such Deed, and (2) thereby releasing from the lien, operation and effect

of such deed of trust all of their said right, title and interest in and to the said real property, so that such real property is now and hereafter shall be free and clear of the lien, operation and effect of such deed of trust as if it had never been subject thereto, but without altering or impairing the lien, operation and effect of such deed of trust as to the remainder of the real property now subject thereto.

Nothing in the foregoing provisions of this Joinder and Release by Trustees and Beneficiary shall be deemed in any way to create between the person named in such Deed as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Joinder and Release by Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 4th day of Nov, 1986.

WITNESS:

<u><i>Charles C. Detman</i></u>	<u><i>Donald L. Miskelly</i></u> (SEAL) DONALD L. MISKELLY, Trustee
<u><i>Charles C. Detman</i></u>	<u><i>George Mantakos</i></u> (SEAL) GEORGE MANTAKOS, Trustee

ATTEST:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland,

<u><i>Charles C. Detman</i></u>	by <u><i>Charles C. Detman</i></u> (SEAL) <i>Charles C. Detman</i> Executive Vice President
---------------------------------	---

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 4th day of Nov, 1986, before me, a Notary Public for the state and county aforesaid, personally appeared DONALD L. MISKELLY, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kathleen Osgood
Notary Public

My commission expires on 7-01-90.

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 4th day of Nov. 1986, before me, a Notary Public for the state and county aforesaid, personally appeared GEORGE MANTAKOS, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kathleen Osgood
Notary Public

My commission expires on 7-01-90.

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 4th day of Nov. 1986, before me, a Notary Public for the state and county aforesaid, personally appeared Charles C. Dolman, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Executive V.P. of FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kathleen Osgood
Notary Public

My commission expires on 7-01-90.

DEED

by and between

ELKRIDGE LIMITED PARTNERSHIP

and

THE CANBURY WOODS ASSOCIATION, INCORPORATED

EXHIBIT A

Description of the Property

ALL OF THAT LAND, situate and lying in Howard County, Maryland, which is described as follows:

The lots designated as "Community Owned Open Space Lot 65", "Community Owned Open Space Lot 66", "Community Owned Open Space Lot 67" and "Community Owned Open Space Lot 68", as shown on a plat (consisting of three (3) sheets) prepared by Clark, Finefrock & Sackett, Inc., entitled "Canbury Woods, Lots 1 thru 68, Section 1, Area 1", dated January, 1985, and recorded among the Land Records of the said County in Plat Book _____ at folios _____, et seq.

DEED

THIS DEED, made this 21st day of October, 1988, by and between Elkrige Limited Partnership, a limited partnership organized and existing under the law of Maryland (hereinafter referred to as "the Developer"), and The Canbury Woods Association, Incorporated, a corporation organized and existing under the law of Maryland (hereinafter referred to as "The Association").

WITNESSETH, THAT FOR AND IN CONSIDERATION of the premises (the actual consideration paid or to be paid for the within conveyance being \$0.00), and for other consideration, the receipt and adequacy of which are hereby acknowledged, the Developer hereby grants and conveys unto the Association and its successors and assigns, in fee simple, all of that land, situate and lying in Howard County, Maryland, which is described in Exhibit A hereto,

TOGETHER WITH any and all improvements thereon and any and all rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which land, improvements and appurtenances are hereinafter referred to collectively as "the Property"),

TO HAVE AND TO HOLD the Property unto and to the proper use and benefit of the Association and its successors and assigns, in fee simple, subject to the operation and effect of any and all instruments and matters of record.

WITHOUT LIMITING THE GENERALITY of the foregoing provisions of this Deed, the Developer and the Association hereby acknowledge to and agree with each other, for themselves and their respective heirs, personal representatives, successors and assigns, (1) that the title to the Property being conveyed to the Association by this Deed is encumbered by, and is being conveyed subject to, the operation and effect of an instrument entitled "Declaration of Covenants, Easements, Charges and Liens" (hereinafter, as amended, referred to as "the Declaration") dated December 22, 1986, and recorded among the Land Records of the said County in Liber 1584 at folios 417 et seq., made by the Developer; (2) that the provisions of the Declaration constitute, and have been so recorded as part of, a general plan or scheme of development and use for all of that real property, situate and lying in the said county, which is therein and hereinafter referred to as "the Community", as from time to time constituted, including the Property (but not for any real property not within the Community, as from time to time constituted); (3) that the provisions of the Declaration are and shall be covenants which run with, bind upon, benefit and burden the title to both the Property and the remainder of the Community, as fully and completely as if such provisions were set forth fully and completely as if such provisions were set forth at length in this Deed (and for that purpose such provisions are hereby incorporated herein by reference); (4) that the property is part of "the Commons", as that term is defined by such provisions; and (5) that the Developer and the Association shall, by their mutual execution and delivery of this Deed, be bound by the operation and effect of such provisions (including, by way of example rather than of limitation, those requiring the Association and its successors and assigns as owner of the Property to utilize it in accordance with the provisions of the Declaration).

RECEIVED FOR...
State of Maryland
Assessment and Taxation
for...
Paul Hand 10/31/88

All documents certified
for recording...
10/31/88
...
01-214500

Federal Transfer Tax in the
...
Signature Paul Hand

CLARK • FINEFROCK & SACKETT, INC.

ENGINEERS • PLANNERS • SURVEYORS

DESCRIPTION
 COMMUNITY OWNED OPEN SPACE LOT 101
 CANBURY WOODS
 SECTION 1 AREA 2

Being a piece or parcel of land, the same being part of the land conveyed from Evergreen Valley Associates Limited Partnership to Elkridge Limited Partnership by a deed dated April 28, 1986 and recorded in Liber 1468 at Folio 486; also being all of Lot 101 as shown on a plat of subdivision entitled "CANBURY WOODS LOTS 69 THRU 103 SECTION 1 AREA 2" and recorded as Plat 7414, both among the Land Records of Howard County, Maryland.

BEGINNING FOR THE SAME at the common front corner of said Lots 101 and 69; thence running with the common lines of said Lots 101 and 69, the following two (2) courses and also running with the outline of said Lot 101, the following nine (9) courses

- 1) North 61° 56' 40" West 33.49 feet to a point; thence
- 2) North 14° 00' 00" West 66.96 feet to a point; thence
- 3) South 85° 05' 22" East 55.51 feet to a point; thence
- 4) North 25° 16' 43" East 10.67 feet to a point; thence
- 5) North 57° 01' 52" East 208.10 feet to a point; thence
- 6) South 32° 58' 08" East 45.13 feet to a point on the northwesterly right of way line of Adcock Lane, being 50.00 feet wide; thence running with said right of way, the following three (3) courses

- 7) 2.20 feet along the arc of a curve deflecting to the left, having a radius of 465.00 feet (Chord: South 48° 08' 08" West 2.20 feet) to a point of tangency; thence
- 8) South 48° 00' 00" West 134.58 feet to a point of curvature; thence
- 9) 132.14 feet along the arc of a curve deflecting to the right, having a radius of 375.00 feet (Chord: South 58° 05' 41" West 131.46 feet) to the point of beginning, containing 17,856 square feet or 0.4099 of an acre of land.

THE DEVELOPER HEREBY COVENANTS that it will warrant specially the title to the Property which is hereby granted, and will execute such further assurances thereof as may be requisite.

THE DEVELOPER HEREBY CERTIFIES that the within grant is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the Developer's Property and assets.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Deed or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS or ATTEST:



Elkridge Limited Partnership, a limited partnership organized and existing under the law of Maryland,

BY: Brantly Development Corporation, a corporation organized and existing under the law of Maryland.

BY: John F. Liparini (SEAL)
John F. Liparini, President
The Developer

Barbara C. Kelly
Witness

The Canbury Woods Association, Incorporation, a corporation organized and existing under the law of Maryland,

BY: Thomas D. Dawes (SEAL)
Thomas D. Dawes, President
The Association

Linda D. Fritz
Witness

STATE OF MARYLAND: COUNTY OF HOWARD: TO WIT:

I HEREBY CERTIFY that on this 31st day of October, 1988, before me, a Notary of Public for the state and county aforesaid, personally appeared John F. Liparini, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Brantly Development Corporation, a corporation organized and existing under the law of Maryland and the general partner of Elkridge Limited Partnership, a limited partnership organized and existing under the law of Maryland and the entity named in such document as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purpose therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Linda D. Fritz
Notary Public

My commission expires on 7/1/90

STATE OF MARYLAND: COUNTY OF HOWARD: TO WIT:

I HEREBY CERTIFY that on this 21st day of October, 1988, before me a Notary Public for the state and county aforesaid, personally appeared Thomas D. Dawes, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of The Canbury Woods Association, Incorporation, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purpose herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first written.



Notary Public

My commission expires on 7/1/90

Return to
Bougain Development Group
9030 Red Branch Rd
210
Columbia, MD 21045

200
MAY 1988

DEED

OCT 11 1988

THIS DEED, made this 1st day of March, 1988, by and between ELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland (hereinafter referred to as "the Developer"), and THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland (hereinafter referred to as "the Association").

WITNESSETH, THAT FOR AND IN CONSIDERATION of the premises (the actual consideration paid or to be paid for the within conveyance being \$0.00), and for other consideration, the receipt and adequacy of which are hereby acknowledged, the Developer hereby grants and conveys unto the Association and its successors and assigns, in fee simple, all of the land, situate and lying in Howard County, Maryland, which is described in Exhibit A hereto,

TOGETHER WITH any and all improvements thereon and any and all rights, alleys, way, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which land, improvements and appurtenances are hereinafter referred to collectively as "the Property").

TO HAVE AND TO HOLD the Property unto and to the proper use and benefit of the Association and its successors and assigns, in fee simple, subject to the operation and effect of any and all instruments and matters of record,

RECORD FEE 30.50
208 #

WITHOUT LIMITED THE GENERALITY of the foregoing provisions of this Deed, the Developer and the Association hereby acknowledge to and agree with each other, for themselves and their respective heirs, personal representatives, successors and assigns, (1) that the title to the Property being conveyed to the Association by this Deed is encumbered by, and is being conveyed subject to, the operation and effect of an instrument entitled "Declaration of Covenants, Easements, Charges and Liens" (hereinafter, as amended, referred to as "the Declaration") dated December 22, 1986, and recorded among the Land Records of the said County in Liber 1584 at folios 417, et seq., made by the Developer; (2) that the provisions of the Declaration constitute, and have been so recorded as part of, a general plan or scheme of development and use for all of that real property, situate and lying in the said county, which is therein and hereinafter referred to as "the Community", (as from time to time constituted); (3) that the provisions of the Declaration are and shall be covenants which run with, bind upon, benefit and burden the title to both the Property and the remainder of the Community, as fully and completely as if such provisions were set forth at length in this Deed (and for that purpose such provisions are hereby incorporated herein by reference); (4) that the Property is part of "the Commons", as that term is defined by such provisions; and (5) that the Developer and the Association shall, by their mutual execution and delivery of this Deed be bound by the operation and effect of such provisions (including, by way of example rather than of limitation, those requiring the Association and its successors and assigns as owner of the Property to utilize it in accordance with the provisions of the Declaration).

154520 C184 R01 712:32
09/16/88

THE DEVELOPER HEREBY COVENANTS that it will warrant specially the title to the Property which is hereby granted, and will execute such further assurances thereof as may be requisite.

THE DEVELOPER HEREBY CERTIFIES that the within grant is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the Developer's property and assets.

Agricultural Transfer Tax on the amount of \$ N/A

Signature Carl Hand

REGISTERED CLERK
State Department of
Assessment and Taxation
20000
Date

Carl Hand 9/16/88

All Taxes on this property have been paid to the State of Maryland as of 8/5/88. There are no outstanding tax sales. MLE

P/A 01-184499



CLARK • FINEFROCK & SACKETT, INC.

ENGINEERS • PLANNERS • SURVEYORS

DESCRIPTION
 COMMUNITY OWNED OPEN SPACE LOT 136
 CANBURY WOODS
 SECTION 2 AREA 1

Being a piece or parcel of land, situate, lying and being in the Elkridge (1st) District of Howard County, Maryland; the same being part of the land conveyed to Elkridge Limited Partnership from John D. Baker, Jr., et al, by a deed dated July 16, 1986 and recorded in Liber 1499 at Folio 162; also being all of Community Owned Open Space Lot 136 as shown on a plat of subdivision entitled "CANBURY WOODS LOTS 104 THRU 136 SECTION 2 AREA 1" and recorded as Plat 7998 ^{thru 8000}; both among the Land Records of Howard County, Maryland

BEGINNING FOR THE SAME at the common front corner of Lots 125 and 136; thence running with the southwesterly right of way line of Arrowwood Court, being 50 feet wide, the following course and also running with the outline of said Open Space Lot 136, the following eight (8) courses

- 1) 20.58 feet along the arc of a curve deflecting to the left, having a radius of 50.00 feet (Chord: South 37° 12' 39" East 20.43 feet) to a point; thence
- 2) South 41° 00' 00" West 159.30 feet to a point; thence
- 3) South 55° 00' 00" East 114.56 feet to a point; thence
- 4) South 75° 23' 35" West 286.31 feet to a point; thence
- 5) North 28° 00' 00" West 137.63 feet to a point; thence

PAGE 1 OF 2

FEBRUARY 26, 1988

- 6) North 60° 00' 00" East 191.00 feet to a point; thence
- 7) South 45° 00' 00" East 94.32 feet to a point; thence
- 8) North 41° 00' 00" East 164.42 feet to the point of beginning,
containing 41,667 square feet or 0.9565 of an acre of land, more
or less.

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Deed or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS

✓ ELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland,

✓ BY: BRANTLY DEVELOPMENT CORPORATION, a corporation organized and existing under the law of Maryland,

by [Signature] (SEAL)
John F. Liparini, President
The Developer

[Signature]

WITNESS:

THE CANBURY WOODS ASSOCIATION, INCORPORATION, a corporation organized and existing under the law of Maryland,

by [Signature] (SEAL)
Thomas D. Dawes, President
The Association

[Signature]

STATE OF MARYLAND: COUNTY OF HOWARD: TO WIT:

I HEREBY CERTIFY that on this 1st day of March, 1988, before me, a Notary of Public for the state and county aforesaid, personally appeared John F. Liparini, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Brantly Development Corporation, a corporation organized and existing under the law of Maryland and the general partner of ELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland and the entity named in such instrument as the "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first written.

[Signature]
Notary Public

My commission expires on 7/1/90

STATE OF MARYLAND: COUNTY OF HOWARD: TO WIT:

I HEREBY CERTIFY that on this 1st day of March 1988, before me, a Notary of Public for the state and county aforesaid, personally appeared Thomas D. Dawes, know to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland and the entity named in such instrument as the "the Association", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]
Notary Public

My commission expires on 7/1/90

JOINDER AND RELEASE BY TRUSTEES AND BENEFICIARY

DONALD L. MISKELLY and GEORGE MANTAKOS, Trustees, and FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland, who are, respectively, the trustees and the beneficiary under a deed of trust dated April 24th, 1986, and recorded among the Land Records of Howard County, Maryland, in Liber 1468 at folios 499 et seq., from Elkridge Limited Partnership, hereby join in the foregoing Deed for the express purpose of (1) conveying to THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland, all of their right, title and interest under the said deed of trust in and to the real property described in Exhibit A to such Deed, and (2) thereby releasing from the lien, operation and effect of such deed of trust all of their said right, title and interest in and to the said real property, so that such real property in now and hereafter shall be free and clear of the lien, operation and effect of such deed of trust as if it had never been subject thereto, but without altering or impairing the lien, operation and effect of such deed of trust as to the remainder of the real property now subject thereto.

Nothing in the foregoing provisions of this Joinder and Release by Trustees and Beneficiary shall be deemed in any way to create between the person named in such Deed as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

WITNESS:

[Signature]
[Signature]

[Signature] (SEAL)
Donald L. Miskelly, Trustee
[Signature] (SEAL)
George Mantakos, Trustee

ATTEST:

[Signature]
Vice President

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland,

by [Signature] (SEAL)
Charles C. Holman
Executive Vice President

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 3rd day of Nov, 1988, before me, a Notary Public for the state and county aforesaid, personally appeared DONALD L. MISKELLY, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]
Notary Public

My commission expires on 7/10/90

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 3rd day of March, 1988, before me, a Notary Public for the state and county aforesaid, personally appeared George Mantakos, Trustee, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kathleen Berg
Notary Public

My commission expires on 7/6/90

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 3rd day of March, 1988, before me, a Notary Public for the state and county aforesaid, personally appeared Charles C. Holman, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Executive Vice President of FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kathleen Berg
Notary Public

My commission expires on 7/6/90

Return to:
Parlam Development Group Inc.
9030 Red Branch Rd.
Suite 210
Columbia, MD 21045

DEED

THIS DEED, made this 1st day of March, 1988, by and between ELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland (hereinafter referred to as "the Developer"), and THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland (hereinafter referred to as "the Association").

WITNESSETH, THAT FOR AND IN CONSIDERATION of the premises (the actual consideration paid or to be paid for the within conveyance being \$0.00), and for other consideration, the receipt and adequacy of which are hereby acknowledged, the Developer hereby grants and conveys unto the Association and its successors and assigns, in fee simple, all of the land, situate and lying in Howard County, Maryland, which is described in Exhibit A hereto,

TOGETHER WITH any and all improvements thereon and any and all rights, alleys, way, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which land, improvements and appurtenances are hereinafter referred to collectively as "the Property") **RECORD FEE 34.50**

TO HAVE AND TO HOLD the Property unto and to the proper use and benefit of the Association and its successors and assigns, in fee simple, subject to the operation and effect of any and all instruments and matters of record. **209 W**

WITHOUT LIMITED THE GENERALITY of the foregoing provisions of this Deed, the Developer and the Association hereby acknowledge to and agree with each other, for themselves and their respective heirs, personal representatives, successors and assigns, (1) that the title to the Property being conveyed to the Association by this Deed is encumbered by, and is being conveyed subject to, the operation and effect of an instrument entitled "Declaration of Covenants, Easements, Charges and Liens" (hereinafter, as amended, referred to as "the Declaration") dated December 22, 1986, and recorded among the Land Records of the said County in Liber 1584 at folios 417, et seq., made by the Developer; (2) that the provisions of the Declaration constitute, and have been so recorded as part of, a general plan or scheme of development and use for all of that real property, situate and lying in the said county, which is therein and hereinafter referred to as "the Community", (as from time to time constituted); (3) that the provisions of the Declaration are and shall be covenants which run with, bind upon, benefit and burden the title to both the Property and the remainder of the Community, as fully and completely as if such provisions were set forth at length in this Deed (and for that purpose such provisions are hereby incorporated herein by reference); (4) that the Property is part of "the Commons", as that term is defined by such provisions; and (5) that the Developer and the Association shall, by their mutual execution and delivery of this Deed be bound by the operation and effect of such provisions (including, by way of example rather than of limitation, those requiring the Association and its successors and assigns as owner of the Property to utilize it in accordance with the provisions of the Declaration). **C184 RO1 T12:33 09/16/88**

THE DEVELOPER HEREBY COVENANTS that it will warrant specially the title to the Property which is hereby granted, and will execute such futher assurances thereof as may be requisite.

THE DEVELOPER HEREBY CERTIFIES that the within grant is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the Developer's property and assets.

RECORDED
By Carol Hand 9/16/88

All Taxes on Appointments notified to the collector of Howard County on 8/5/88
7/A 01-189999

Agricultural Transfer
Signature Carol Hand



CLARK • FINEFROCK & SACKETT, INC.

ENGINEERS • PLANNERS • SURVEYORS

DESCRIPTION
COMMUNITY OWNED OPEN SPACE LOT 137
CANBURY WOODS
SECTION 2 AREA 2

Being a piece or parcel of land, situate, lying and being in the Elkridge (1st) District of Howard County, Maryland; the same being part of the land conveyed to Elkridge Limited Partnership from Evergreen Valley Associates, by a deed dated April 28, 1986 and recorded in Liber 1468 at Folio 486; also being all of Community Owned Open Space Lot 137 as shown on a plat of subdivision entitled "CANBURY WOODS LOTS 137 THRU 170 SECTION 2 AREA 2" and recorded as Plat ~~8083~~^{THRU 8086}; both among the Land Records of Howard County, Maryland

BEGINNING FOR THE SAME at point #96 as shown on said Plat; said point also being the common front corner of Lots 137 and 141; thence running with the outline of said Open Space Lot 137, the following eight (8) courses

- 1) South 20° 00' 00" East 176.61 feet to a point; thence
- 2) South 43° 00' 00" East 420.57 feet to a point; thence
- 3) South 58° 00' 00" East 60.00 feet to a point; thence
- 4) South 75° 23' 35" West 95.00 feet to a point; thence
- 5) North 57° 00' 00" West 148.01 feet to a point; thence
- 6) South 75° 00' 00" West 27.56 feet to a point; thence

PAGE 1 OF 2

FEBRUARY 26, 1988

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Deed or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS

ELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland,

BY: BRANTLY DEVELOPMENT CORPORATION, a corporation organized and existing under the law of Maryland,

Juda D. Jantz

by John F. Liparini (SEAL)
John F. Liparini, President
The Developer

WITNESS:

THE CANBURY WOODS ASSOCIATION, INCORPORATION, a corporation organized and existing under the law of Maryland,

Juda D. Jantz

by Thomas D. Dawes (SEAL)
Thomas D. Dawes, President
The Association

STATE OF MARYLAND: COUNTY OF HOWARD: TO WIT:

I HEREBY CERTIFY that on this 1st day of March, 1988, before me, a Notary of Public for the state and county aforesaid, personally appeared John F. Liparini, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Brantly Development Corporation, a corporation organized and existing under the law of Maryland and the general partner of ELKRIDGE LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland and the entity named in such instrument as the "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first written.

Juda D. Jantz
Notary Public

My commission expires on 7/1/90

STATE OF MARYLAND: COUNTY OF HOWARD: TO WIT:

I HEREBY CERTIFY that on this 1st day of March, 1988, before me, a Notary of Public for the state and county aforesaid, personally appeared Thomas D. Dawes, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland and the entity named in such instrument as the "the Association", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Juda D. Jantz
Notary Public

My commission expires on 7/1/90

JOINDER AND RELEASE BY TRUSTEES AND BENEFICIARY

DONALD L. MISKELLY and GEORGE MANTAKOS, Trustees, and FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland, who are, respectively, the trustees and the beneficiary under a deed of trust dated April 24th, 1986, and recorded among the Land Records of Howard County, Maryland, in Liber 1468 at folios 499 et seq., from Elkridge Limited Partnership, hereby join in the foregoing Deed for the express purpose of (1) conveying to THE CANBURY WOODS ASSOCIATION, INCORPORATED, a corporation organized and existing under the law of Maryland, all of their right, title and interest under the said deed of trust in and to the real property described in Exhibit A to such Deed, and (2) thereby releasing from the lien, operation and effect of such deed of trust all of their said right, title and interest in and to the said real property, so that such real property in now and hereafter shall be free and clear of the lien, operation and effect of such deed of trust as if it had never been subject thereto, but without altering or impairing the lien, operation and effect of such deed of trust as to the remainder of the real property now subject thereto.

Nothing in the foregoing provisions of this Joinder and Release by Trustees and Beneficiary shall be deemed in any way to create between the person named in such Deed as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

WITNESS:

[Signature]
[Signature]

[Signature] (SEAL)
Donald L. Miskelly, Trustee
[Signature] (SEAL)
George Mantakos, Trustee

ATTEST:

[Signature]
Vice President

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland,
by [Signature] (SEAL)
Charles C. Holman
Executive Vice President

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 24 day of March 1988, before me, a Notary Public for the state and county aforesaid, personally appeared DONALD L. MISKELLY, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]
Notary Public

My commission expires on 12-01-90

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 8th day of April, 1988, before me, a Notary Public for the state and county aforesaid, personally appeared George Mantakos, Trustee, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]
Notary Public

My commission expires on 7-01-90

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 8th day of April, 1988, before me, a Notary Public for the state and county aforesaid, personally appeared Charles C. Holman, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Executive Vice President of FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]
Notary Public

My commission expires on 7-01-90

Return to: BritAm Development Group, Inc.
9030 Red Branch Rd.
Suite 210
Columbia, MD 21045

THE CANBURY WOODS ASSOCIATION, INCORPORATED

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS

THIS AMENDMENT is made this 6th day of February, 1996 by THE CANBURY WOODS ASSOCIATION, INCORPORATED.

WITNESSETH:

WHEREAS, certain lots, the owners of which are members of The Canbury Woods Association, Incorporated ("the Association"), are subject to a Declaration of Covenants, Easements, Charges and Liens recorded on January 13, 1987 in Liber 1584, Folio 417 among the Land Records of Howard County, Maryland ("Declaration") by the terms of such Declaration or the First, Second and Third Amendments to such Declaration recorded among the Land Records of Howard County, Maryland at Liber 1806; Folio 028; Liber 1872, Folio 0610; and Liber 1890, Folio 0736, respectively; and

WHEREAS, the membership of the Association has determined that it is in the interest of the Association to make certain changes to its Declaration; and

WHEREAS, pursuant to the provisions of Section 11.3.1 of the Declaration, the owners of two-thirds (2/3) of the lots have approved changes in the Declaration as evidenced by their signatures which are attached to this document and made apart hereof; and

WHEREAS, the changes will not adversely affect the right, title and interest of any Mortgagee as defined in the Declaration, thus not requiring mortgagee approval of such amendments; and

10 00
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Canbury Woods Assoc
10000
Howard County, Maryland
Liber 1584, Folio 417
Liber 1806, Folio 028
Liber 1872, Folio 0610
Liber 1890, Folio 0736

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NOW THEREFORE, pursuant to Section 11.3.1 of the Declaration, the Declaration is hereby amended as follows:

1. The following language is added to Section 6.6 of the Declaration as Section 6.6.3:

6.6.6 In the event any assessment or installment of an annual assessment is not paid within thirty (30) days of the due date, the Board of Directors may accelerate the remaining balance of the annual assessment for that fiscal year and declare such balance to be immediately due and payable in full. The accelerated annual assessment shall be subject to the Association's lien on the Lot and shall be the personal obligation of the Owner of such Lot.

2. Section 11 of the Declaration of Covenants, Easements, Charges and Liens is amended by the addition of Section 11.14 which provides as follows:

11.14 Enforcement. This Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association may be enforced by any Owner or Mortgagee of a Lot and the Board of Directors of the Association against any Owner, tenant, Developer, occupant of a Lot, the Board of Directors, Mortgagee or other party having an interest in a Lot or the administration of the Community. Such enforcement shall include, without limitation, the power of the Board of Directors to levy fines for any violation of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations provided the violator and the Owner (if not the violator) are provided written notice of the violation and an opportunity for a hearing before the Board of Directors or a designated committee.

With respect to any 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 or resolution of the Board of Directors, the Association or any committee appointed by the Board of Directors, brought in any dispute resolution forum (including, without limitation, court or arbitration), 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.

IN WITNESS WHEREFORE, the undersigned officers of the Canbury Woods Association, Incorporated hereby certify that the instruments attached hereto are true and genuine and that the foregoing Amendments were duly approved by at least two-thirds (2/3) of the owners of lots subject to the Declaration.

ATTEST:

THE CANBURY WOODS ASSOCIATION, INCORPORATED

Suzanne Blanchett
Secretary, The Canbury Woods Association, Incorporated

By: Al Loyd
Al Loyd, President

STATE OF MARYLAND)
PRINCE GEORGE'S)
COUNTY OF ~~HOWARD~~) SS:

I hereby certify that on this 8th day of Feb., 1996, before me, a Notary Public, personally appeared Al Loyd and ~~Suzanne~~^{Suzanne Blanchett}, the President and Secretary, respectively, of The Canbury Woods Association, Incorporated, who are personally well known to me or satisfactorily proven to be the president and secretary, respectively, of The Canbury Woods Association, Incorporated and that they have been duly authorized to execute, and have executed, the foregoing instrument for the purposes stated therein, and that such instrument is the act and deed of The Canbury Woods Association, Incorporated.

(SEAL)

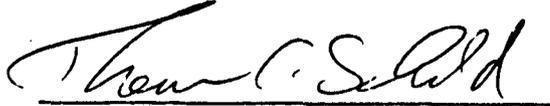
Andrea Gwara
Notary Public

My Commission Expires: 4-28-97

L:\WP51\FILES\TCSC\DECL-AMD.CNW {9602}

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.



Thomas C. Schild

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IMP FD SURE \$	2.00
RECORDING FEE	20.00
TOTAL	22.00
Rept # 1000	Rept # 15343
DIR DWA	BIR # 748
Feb 05, 1996	10:46

THE CANBURY WOODS ASSOCIATION, INC.

BOARD OF DIRECTOR POLICY RESOLUTION

ARCHITECTURAL CONTROL -

UPDATE TO RULES AND REGULATIONS AND STATEMENTS OF POLICY

At a regularly scheduled meeting of the Board of Directors of Canbury Woods Homeowners Association, Inc. held on December 5, 1993, at which a quorum was present, the Board of Directors, by not less than a majority vote of such quorum, adopted the following resolution:

As authorized by section 8.2 of the Declaration Of Covenants and Bylaws, the Architectural Committee has established the following additions and/or changes to rules and regulations and procedures for all homeowners. All Architectural rules and regulations are to be used in conjunction with Section 9 "Use of Lots". In cases where Section 9 and the rules and regulations describe the same subject, the most recent adopted rules and regulations will always supersede all prior established rules and regulations and Section 9 with regard to that subject.

Rules and Regulations - Updates of December 1993

1. To eliminate the occasional burden for the volunteers serving on the Architectural Committee to process Architectural requests in great haste (sometimes requested overnight), all Architectural Requests shall be submitted through the mail. Per Section 8.4.2.(c), requests will be processed within forty-five (45) days. Mailing address:

The Architectural Committee
P.O. Box 218
Hanover, Maryland
21076-9998

The Architectural Committee volunteers meet once a month (currently during the third week of each month) and will process the requests at the monthly meeting.

2. The Architectural Committee will likewise communicate their decisions on requests through the mail. However, a telephone call will be placed to the homeowner for quick notification if requested on the Architectural Request Form.

3. Since the Architectural decisions are those of the Committee and not a single individual, an official Architectural Committee seal will be used to certify all official documents of the Architectural Committee in lieu of personal signatures. The seal is a rubber stamp impression of unique design.

4. To eliminate any possible confusion on architectural decisions, the Committee is hereby authorized to use three standard form letters when responding to homeowners architectural requests. When responding to a request, the Committee will use only one of the following three letters (sample copies attached):

1. Approval Form
2. Approval, with RESTRICTIONS Form
3. Disapproval Form

5. Per Section 8.7 "Certificate of compliance and approval", the Architectural Committee has established the *Architectural Certification Form* for this use (sample attached).

Architectural Committee

Architectural Request Form

Your Name _____
 Address _____
 Telephone number(s) _____
 Date _____

Mail to:
 The Architectural Committee
 P. O. Box 218
 Hanover, Maryland 21076-9998
 Date received by the Committee: _____

In accordance with the covenants and bylaws (specifically Sections 8 and 9), and the established rules and regulations, I request your consent to make the following changes, alterations, or additions to my house or lot (e.g., shed, fence, deck, etc.):

Please attach: a detailed description, a drawing (or blueprint) of your plans, and a duplicate copy of your property plat (you should have copies of your property plat with your settlement papers). Please draw your proposed structure on the copy of your plat.

I understand the Architectural Committee will act on this request and provide me with a written response of their decision within forty-five (45) days after I submit my request. I further understand and agree to the following provisions:

1. All work will be performed at a time and in a manner to minimize interference to others.
2. I will be responsible for complying with all state and local laws, codes, and requirements in connection with this work.
3. I understand that the decision by the Architectural Committee is final, but can be appealed to the Board of Directors upon written request by me within ten (10) days of the Committee's decision.
4. The contractor is: _____.
5. The work will start on or about _____ and should be completed on or about _____.
6. I will also notify the Architectural Committee when the work is completed.
7. Upon completion and final approval, I may request the Architectural Committee issue to me a written certificate in a form suitable for recordation among the Land Records.

Your Signature

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THE CANBURY WOODS ASSOCIATION, INC.

APPROVAL FORM

Architectural Committee

YOUR REQUEST TO CONSTRUCT _____

YOUR REQUEST HAS BEEN APPROVED.

HOMEOWNERS NAME AND ADDRESS:

DATE OF APPROVAL: _____

SEAL

THE CANBURY WOODS ASSOCIATION, INC.

APPROVAL FORM WITH RESTRICTIONS

ARCHITECTURAL COMMITTEE

YOUR REQUEST TO CONSTRUCT _____

**YOUR REQUEST HAS BEEN APPROVED WITH THE
FOLLOWING RESTRICTIONS:** _____

HOMEOWNERS NAME AND ADDRESS:

DATE OF APPROVAL: _____ **(MUST ABIDE BY THE
SEAL RESTRICTIONS)**

THE CANBURY WOODS ASSOCIATION, INC.

DISAPPROVAL FORM

Architectural Committee

YOUR REQUEST TO CONSTRUCT _____

**YOUR REQUEST HAS NOT BEEN APPROVED BASED ON
THE FOLLOWING:** _____

**Per Section 8.1.3 You may appeal the decision in writing to the Board of
Directors within ten (10) days of the date of disapproval.**

HOMEOWNERS NAME AND ADDRESS:

DATE OF DISAPPROVAL: _____

SEAL

THE CANBURY WOODS ASSOCIATION, INC.

**CERTIFICATION FORM
Architectural Committee**

AT THE WRITTEN REQUEST OF THE PROPERTY OWNER:

NAME: _____

ADDRESS: _____

Per Section 8.7 "Certificate of the Compliance and Approval" of the Declaration of Covenants, The Architectural Committee of The Canbury Woods Association, Inc. hereby declares the following to be compliant with all Association Declarations and other official documents:

Per Section 8.7.3: "Such Owner shall bear the cost of recording such certificate among the Land Records."

The Architectural Committee of The Canbury Woods Association, inc. further declares:

This certificate is deemed suitable for recordation among the Land Records of Howard County, Maryland.

Per Section 8.7.2, the fee of the certificate is: _____

Date of Certificate: _____

SEAL