

CHARING CROSS TOWNHOUSES,

A CONDOMINIUM

FIRST AMENDMENT TO DECLARATION

THIS FIRST AMENDMENT TO DECLARATION, made this ^{30th} day of August, 19 , in Anne Arundel County, State of Maryland, by CHARING CROSS, INC., a body corporate of the State of Maryland, (hereinafter referred to as the "Declarant")

W I T N E S S E T H:

WHEREAS, on July 3, 1979, Declarant executed and recorded a Declaration establishing a Condominium Regime ("The Declaration"); and

WHEREAS, the Declaration is recorded among the Land Records of Anne Arundel County, Maryland, at Liber 3218, folio 539; and

WHEREAS, in Article VI, Section 1. of the Declaration, Declarant expressly reserved to itself the right to add to said Condominium those units consisting of townhouses and common elements which are to be built adjacent to the property and described in Schedules B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q thereof for a period of ten (10) years from the date thereof; and

WHEREAS, Declarant desires to exercise, in part its right to add an additional 7.9426 acres of land to be developed as aforesaid, said land being described in Schedules B (1.299 acres); C (1.925 acres) and D (4.7186 acres) to said Declaration.

NOW, THEREFORE, acting pursuant to the right reserved in Article VI, Section 1. of the Declaration, Declarant hereby declares:

1. That all of that 1.299 acre parcel of land described in Schedule B to said Declaration and more particularly shown on that plat entitled "CHARING CROSS TOWNHOUSES, A CONDOMINIUM PHASE 2", as said plat is recorded among the Land Records of Anne Arundel County in Plat Book E 16, folio 50, is hereby made subject to each and every of the terms, conditions and obligations of said Declaration.

2. That all of that 1.925 acre parcel of land described in Schedule C to said Declaration and more particularly shown on that plat entitled "CHARING CROSS TOWNHOUSES, A CONDOMINIUM PHASE 3", as said plat is recorded among the Land Records of Anne Arundel County in Plat Book E-17, folio 1, is hereby made subject to each and every of the terms, conditions and obligations of said Declaration.

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3. That all of that 4.7186 acre parcel of land described in Schedule D to said Declaration and more particularly shown on that plat entitled "CHARING CROSS TOWNHOUSES, A CONDOMINIUM, PHASE 4", as said plat is recorded among the Land Records of Anne Arundel County in Plat Book E-17, folio 2, is hereby made subject to each and every of the terms, conditions and obligations of said Declaration.

Declarant further certifies that the improvements to said land being Phases 2, 3 and 4, have been erected in conformity with the above-referenced plat.

Declarant, by the recording of this Amendment automatically activates the conversion of the undivided percentage in and to the extent of the common elements appertaining to each condominium unit in accordance with the Schedule of Percentage Interest in Common Elements, Exhibit B, which percentage interest now becomes applicable to the additional common elements added hereby.

IN WITNESS WHEREOF, Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

ATTEST:

CHARING CROSS, INC.

Manda L. Bingham

BY: *John P. Modderno* (SEAL)
JOHN P. MODDERNO

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this 30th day of August, 1979, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JOHN P. MODDERNO who acknowledged him self to be the President of CHARING CROSS, INC., a corporation, and that he as such President 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 him self as such

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

William O. Terry
NOTARY PUBLIC
William O. Terry

MY COMMISSION EXPIRES: 7/1/82

CHARING CROSS TOWNHOUSES, 2280 247 X-
A CONDOMINIUM
SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT TO DECLARATION, made this 11th day of February, 1980, in Anne Arundel County, State of Maryland, by CHARING CROSS, INC., a body corporate of the State of Maryland, (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, on July 3, 1979, Declarant executed and recorded a Declaration establishing a Condominium Regime ("the Declaration"); and

WHEREAS, the Declaration is recorded among the Land Records of Anne Arundel County, Maryland at Liber 3218, folio 539; and

WHEREAS, in Article VI, Section 1 of the Declaration, Declarant expressly reserved to itself the right to add to said Condominium those units consisting of townhouses and common elements which are to be built adjacent to the property and described in Schedules B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q thereof for a period of ten (10) years from the date thereof; and

WHEREAS, Declarant desires to exercise, in part its right to add an additional 1.381 acres of land to be developed as aforesaid, said land being described in Schedule E to said Declaration.

NOW, THEREFORE, acting pursuant to the right reserved in Article VI, Section 1. of the Declaration, Declarant hereby declares:

That all of that 1.381 acre parcel of land described in Schedule F to said Declaration and more particularly shown on that plat entitled "CHARING CROSS TOWNHOUSES, A CONDOMINIUM PHASE 5", as said plat is recorded among the Land Records of Anne Arundel County in Plat Book 17, folio 50, is hereby made subject to each and every of the terms, conditions and obligations of said Declaration.

Declarant further certifies that the improvements to said land being Phase 5 and has been erected in conformity with the above-referenced plat.

Declarant, by the recording of this Amendment automatically activates the conversion of the undivided percentage in and to the

extent of the common elements appertaining to each condominium unit in accordance with the Schedule of Percentage Interest in Common Elements, Exhibit B, which percentage interest now becomes applicable to the additional common elements added hereby.

IN WITNESS WHEREOF, Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

ATTEST:

CHARING CROSS, INC.

D. L. Brighton

BY: John P. Modderno (SEAL)
JOHN P. MODDERNO, President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this 11th day of February, 1980, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JOHN P. MODDERNO, who acknowledged himself to be the President of CHARING CROSS, INC., a corporation, and that he as such President, 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 President.

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

[Signature]

MY COMMISSION EXPIRES:

11/18/81

THE MARYLAND NOTARY PUBLIC CO
SEVENING PARK, MD

CHARING CROSS TOWNHOUSES,

A CONDOMINIUM

THIRD AMENDMENT TO DECLARATION

THIS THIRD AMENDMENT TO DECLARATION, made this 11th day of February, 1980, in Anne Arundel County, State of Maryland, by CHARING CROSS, INC., a body corporate of the State of Maryland, (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, on July 3, 1979, Declarant executed and recorded a Declaration establishing a Condominium Regime ("the Declaration"); and

WHEREAS, the Declaration is recorded among the Land Records of Anne Arundel County, Maryland at Liber 3218, folio 539; and

WHEREAS, in Article VI, Section 1 of the Declaration, Declarant expressly reserved to itself the right to add to said Condominium those units consisting of townhouses and common elements which are to be built adjacent to the property and described in Schedules B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q thereof for a period of ten (10) years from the date thereof; and

WHEREAS, Declarant desires to exercise, in part its right to add an additional 1.304 acres of land to be developed as aforesaid, said land being described in Schedule F to said Declaration.

NOW, THEREFORE, acting pursuant to the right reserved in Article VI, Section 1. of the Declaration, Declarant hereby declares:

That all of that 1.304 acre parcel of land described in Schedule F to said Declaration and more particularly shown on that plat entitled "CHARING CROSS TOWNHOUSES, A CONDOMINIUM PHASE 6", as said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 18, folio 1, is hereby made subject to each and every of the terms, conditions and obligations of said Declaration.

Declarant further certifies that the improvements to said land being Phase 6 and has been erected in conformity with the above-referenced plat.

Declarant, by the recording of this Amendment automatically activates the conversion of the undivided percentage in and to the

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extent of the common elements appertaining to each condominium unit in accordance with the Schedule of Percentage Interest in Common Elements, Exhibit P, which percentage interest now becomes applicable to the additional common elements added hereby.

IN WITNESS WHEREOF, Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

ATTEST:

CHARING CROSS, INC.

[Handwritten signature]

BY: *[Handwritten signature]* (SEAL)
JOHN P. MODDERNO, President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this *11th* day of *February*, 1980, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JOHN P. MODDERNO, who acknowledged himself to be the President of CHARING CROSS, INC., a corporation, and that he as such President, 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 President.

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

[Handwritten signature]

MY COMMISSION EXPIRES:

11/12/77

CHARING CROSS TOWNHOUSES,
A CONDOMINIUM
FOURTH AMENDMENT TO DECLARATION

100-3362-206

THIS FOURTH AMENDMENT TO DECLARATION, made this 19th day of November, 1980, in Anne Arundel County, State of Maryland, by CHARING CROSS, INC., a body corporate of the State of Maryland, (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, on July 3, 1979, Declarant executed and recorded a Declaration establishing a Condominium Regime ("the Declaration"); and

WHEREAS, the Declaration is recorded among the Land Records of Anne Arundel County, Maryland at Liber 3218, folio 539; and

WHEREAS, in Article VI, Section 1 of the Declaration, Declarant expressly reserved to itself the right to add to said Condominium those units consisting of townhouses and common elements which are to be built adjacent to the property and described in Schedules B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q thereof for a period of ten (10) years from the date thereof; and

WHEREAS, Declarant desires to exercise, in part its right to add an additional 1.267 acres of land to be developed as aforesaid, said land being described in Schedule G to said Declaration.

NOW, THEREFORE, acting pursuant to the right reserved in Article VI, Section 1. of the Declaration, Declarant hereby declares:

That all of that 1.267 acre parcel of land described in Schedule G to said Declaration and more particularly shown on that plat entitled "CHARING CROSS TOWNHOUSES, A CONDOMINIUM PHASE 7", as said Plat is recorded among the Land Records of Anne Arundel County in Plat Book E-19, folio 21, is hereby made subject to each and every of the terms, conditions and obligations of said Declaration.

Declarant further certifies that the improvements to said land being Phase 7 and has been erected in conformity with the above-referenced plat.

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11:16

Declarant, by the recording of this Amendment automatically activates the conversion of the undivided percentage in and to the extent of the common elements appertaining to each condominium unit in accordance with the Schedule of Percentage Interest in Common Elements, Exhibit D, which percentage interest now becomes applicable to the additional common elements added hereby.

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IN WITNESS WHEREOF, Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

ATTEST:

CHARING CROSS, INC.

Manda S. Bingham

BY: *John P. Modderno* (SEAL)
JOHN P. MODDERNO, President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this *19th* day of *November*, 1980, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JOHN P. MODDERNO, who acknowledged himself to be the President of CHARING CROSS, INC., a corporation, and that he as such President, 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 President.

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

Antonia...
NOTARY PUBLIC

MY COMMISSION EXPIRES:

7-1-82

cl
THE MARYLAND...
... CO.

Ballou Co.

CHARING CROSS TOWNHOUSES,
A CONDOMINIUM

REC-3317 1281

FIFTH AMENDMENT TO DECLARATION

THIS FIFTH AMENDMENT TO DECLARATION, made this 8th day of November, 1979, in Anne Arundel County, State of Maryland, by CHARING CROSS, INC., a body corporate of the State of Maryland, (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, on July 3, 1979, Declarant executed and recorded a Declaration establishing a Condominium Regime ("the Declaration"); and

WHEREAS, the Declaration is recorded among the Land Records of Anne Arundel County, Maryland at Liber 3218, folio 539; and

WHEREAS, in Article VI, Section 1 of the Declaration, Declarant expressly reserved to itself the right to add to said Condominium those units consisting of townhouses and common elements which are to be built adjacent to the property and described in Schedules B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q thereof for a period of ten (10) years from the date thereof; and

WHEREAS, Declarant desires to exercise, in part its right to add an additional 0.653 acres of land to be developed as aforesaid, said land being described in Schedule H to said Declaration.

NOW, THEREFORE, acting pursuant to the right reserved in Article VI, Section 1. of the Declaration, Declarant hereby declares:

That all of that 0.653 acre parcel of land described in Schedule H to said Declaration and more particularly shown on that plat entitled "CHARING CROSS TOWNHOUSES, A CONDOMINIUM PHASE 8", as said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 19, folio 25, is hereby made subject to each and every of the terms, conditions and obligations of said Declaration.

Declarant further certifies that the improvements to said land being Phase 8 and has been erected in conformity with the above-referenced plat.

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Declarant, by the recording of this Amendment automatically activates the conversion of the undivided percentage in and to the extent of the common elements appertaining to each condominium unit in accordance with the Schedule of Percentage Interest in Common Elements, Exhibit B, which percentage interest now becomes applicable to the additional common elements added hereby.

IN WITNESS WHEREOF, Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

ATTEST:

CHARING CROSS, INC.

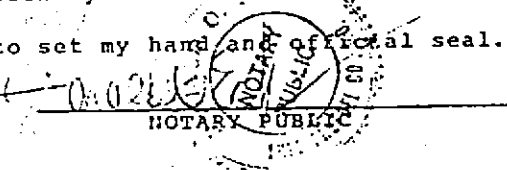
Margaret S. Bingham

BY: *John P. Modderno* (SEAL)
JOHN P. MODDERNO, President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 8th day of December, 1980, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JOHN P. MODDERNO, who acknowledged himself to be the President of CHARING CROSS, INC., a corporation, and that he as such President, 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 President.

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



MY COMMISSION EXPIRES:

7/1/82

THE MARYLAND TITLE CO.
1700 ...
BRYAN PARK, MD. 21148

MARYLAND

X-

CHARING CROSS TOWNHOUSES,
A CONDOMINIUM
SIXTH AMENDMENT TO DECLARATION

This Sixth AMENDMENT TO DECLARATION, made this 6th day of April, 1992, in Anne Arundel County, State of Maryland, by Charing Cross, Inc., a body corporate of the State of Maryland, (hereinafter referred to as the "Declarant")

W I T N E S S E T H:

WHEREAS, On July 3, 1979, Declarant executed and recorded a Declaration establishing a Condominium Regime ("the Declaration"), and

WHEREAS, the Declaration is recorded among the Land Records of Anne Arundel County, Maryland at Liber 3218, folio 539; and

WHEREAS, in Article VI, Section 1 of the Declaration, Declarant expressly reserved to itself the right to add to said Condominium those units consisting of townhouses and common elements which are to be built adjacent to the property and described in Schedules B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q thereof for a period of ten (10) years from the date thereof; and

WHEREAS, Declarant desires to exercise, in part its right to add an additional 0.858 acres of land to be developed as aforesaid, said land being described in Schedule J to said Declaration.

NOW, THEREFORE, acting pursuant to the right reserved in Article VI, Section 1, of the Declaration, Declarant hereby declares:

That all of the 0.858 acre parcel of land described in Schedule J to said Declaration and more particularly shown on that plat entitled "CHARING CROSS TOWNHOUSES, A CONDOMINIUM PHASE 10", as said Plat is recorded among the Land Records of Anne Arundel County in Plat Book E-21, folio 27, is hereby made subject to each and every of the terms conditions and obligations of said Declaration.

Declarant further certifies that the improvements to said land being Phase 10 and has been erected in conformity with the above-referenced plat.

Declarant, by the recording of this Amendment automatically activates the conversion of the undivided percentage in and to the extent of the common

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elements appertaining to each condominium unit in accordance with the Schedule of Percentage Interest in Common Elements, Exhibit J. which percentage interest now becomes applicable to the additional common elements added hereby.

IN WITNESS WHEREOF, Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

ATTEST:

CHARING CROSS, INC.

Patricia M. Courtney

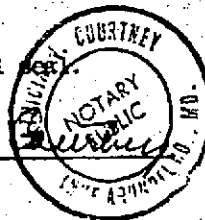
John P. Modderno (SPAL)
John P. Modderno, President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, That on this 6th day of April, 1982, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared JOHN P. MODDERNO, who acknowledged himself to be the President of CHARING CROSS, INC., a corporation, and that he as such President, 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 President.

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

Patricia M. Courtney



My commission expires 7/1/82

3553-793

CHARING CROSS TOWNHOUSES,

A CONDOMINIUM

SEVENTH AMENDMENT TO DECLARATION

This Seventh AMENDMENT TO DECLARATION, made this 27th day of January, 1983, by The Riggs National Bank of Washington, D.C., Inc., Owner, and Successor to Charing Cross, Inc., "Declarant".

WITNESSETH:

WHEREAS, on July 3, 1979, Declarant executed and recorded a Declaration establishing a Condominium Regime ("the Declaration"), and

WHEREAS, the Declaration is recorded among the Land Records of Anne Arundel County, Maryland at Liber 3218, folio 539; and

WHEREAS, in Article VI, Section 1 of the Declaration, Declarant expressly reserved to itself, its successors and assigns, the right to add to said Condominium those units consisting of townhouses and common elements which are to be built adjacent to the property and described in Schedules B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q.

RECORD FEE 14.00
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WHEREAS, The Riggs National Bank of Washington, D.C., Inc., Owner, by Deed recorded on the Land Records of Anne Arundel County, Maryland at Liber 3511, at Page 508 became the successor to Charing Cross, Inc., Declarant; and

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WHEREAS, Owner desires to exercise, in part its right to add an additional 0.766 acres of land to be developed as aforesaid, said land being described in Schedule I to said Declaration.

NOW, THEREFORE, acting pursuant to the right reserved in Article VI Section 1, of the Declaration, Owner hereby declares:

That all of the 0.766 acre parcel of land described in Schedule I to said Declaration and more particularly shown on that plat entitled "CHARING CROSS TOWNHOUSES, A CONDOMINIUM PHASE 9", as said Plat is recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 23, is hereby made subject to each and every of the terms conditions and obligations of said Declaration.

Owner further certifies that the improvements to said land being Phase 9 and has been erected in conformity with the above-referenced plat.

Owner, by the recording of this Amendment automatically activates the conversion of the undivided percentage in and to the extent of the common

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CIRCUIT COURT ANNE ARUNDEL COUNTY
1983 JAN 27 PM 3:48

SINCLAIR S
HARDELAPPE
CHARTERED
LAW & COUNSELLORS
AT LAW
THE OFFICE PARK
SUITE 101
JALLANT FID LANE
MAYLAND 21115
410-282-2400

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3553 794

elements appertaining to each condominium unit in accordance with the Schedule of Percentage Interest in Common Elements, Exhibit B, which percentage interest now becomes applicable to the additional common elements added hereby.

IN WITNESS WHEREOF, Owner has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

WITNESS:

THE RIGGS NATIONAL BANK OF WASHINGTON, D.C., INC.

[Signature]

[Signature] (Seal)
(Officer)

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY, That on this 12th day of January, 1983, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Gerald A. Snaoudi, who acknowledged himself to be the Se. Vice Pres. of The Riggs National Bank of Washington, D.C., Inc., and that he as such Se. Vice Pres. being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of The Riggs National Bank of Washington, D.C., Inc., by himself as such Se. Vice Pres. Officer

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

My Commission Expires:

January 31, 1987

[Signature]
Notary Public

SINCLAIR S
CHAPDELAINE
CHARTERED
ATTORNEYS & COUNSELORS
AT LAW
BOWIE OFFICE PARK
SUITE 103
4300 GALLANT FOX LANE
BOWIE, MARYLAND 20715
13011 262 7600

MAIL to
~~_____~~
ATE
TRILL CORPORATION
~~_____~~
#6 Village Green
Gorton, Md 21114

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EIGHTH
AMENDMENT TO DECLARATION
OF CHARING CROSS TOWNHOUSE'S CONDOMINIUM ASSOCIATION, INC.

THIS EIGHTH AMENDMENT TO DECLARATION, Made this 30th day of August, 1983, in Anne Arundel County, State of Maryland, by Baltimore Federal Savings and Loan Association, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, on July 3, 1979, Charing Cross, Inc., the original Declarant, executed and recorded a Declaration establishing the Condominium Regime (the "Declaration") which Declaration was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3218, folio 539; and

WHEREAS, in Article 6, Section 1 of the Declaration, the original Declarant expressly reserved to itself the right to add to the said condominium those units consisting of townhouses and common elements which were to be built adjacent to the property originally described (the expansion sections), which expansion sections were described in Schedule B, C, D, E, F, G, H, I, J, K, L, M, O, P, and Q thereof for a period of ten years from the date thereof; and

WHEREAS, the Declarant has succeeded to all remaining right, title and interest in and to the original Declarant by virtue of the Deed from Robert F. Vavrins, attorney named in Mortgage, unto Baltimore Federal Savings and Loan Association, which deed was dated the 15th day of June, 1982 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3502, page 503. Such deed arising out of a foreclosure of a certain mortgage duly filed in the Circuit Court for Anne Arundel County, Equity No. 3102956; and

WHEREAS, the Declarant desires to exercise in part its right to add an additional acre of land, more or less, parcel described in Schedule K of the original Declaration.

NOW, THEREFORE, acting pursuant to the right reserved in Article 6, Section 1 of the Declaration, the Declarant hereby declares:

1. That all the 1.91 acre parcel plan described in Schedule K to the said Declaration and more particularly shown on the Plat entitled "Charing Cross Townhouses, a Condominium Phase II" as said plat is recorded among the Land Records of Anne Arundel County, Maryland, simultaneously herewith is hereby made subject to each and every of the terms, conditions and obligations of the said Declaration. The Declarant

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PL

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OF ANNE ARUNDEL COUNTY
SEP 20 1983
E. AUBREY COLLISON
CLERK

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SEP 29 1983

further certifies that the improvements of the said land being Phase II have been erected and conformed with the above-referenced plat.

2. Declarant by the recordation of this Amendment automatically activates the conversation of the undivided percentage interest in and to the extent of the common elements appertaining to each condominium unit in accordance with the schedule of percentage interests and common elements, Exhibit B, which percentage interest now becomes applicable to the additional common elements added hereby.

IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name and on its behalf the day and year first above written.

WITNESS: BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Paul A. Stuart
Paul A. Stuart, Assistant Vice President

BY: *Curtis A. Cadarette* (SEAL)
Curtis A. Cadarette
Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of August, 1983, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared *Curtis A. Cadarette*, Vice President of Baltimore Federal Savings and Loan Association, and he acknowledged that he executed the foregoing for the purposes therein contained on behalf of said Association by himself as Vice President.

AS WITNESS my hand and Notarial Seal.

Mary Lynn DeHest
Notary Public

My Commission Expires: 7/1/88

KJK:kj:300



Reverend + Company

NINTH

AMENDMENT TO DECLARATION

OF CHARING CROSS TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

THIS NINTH AMENDMENT TO DECLARATION, Made this 4th day of JANUARY, 1984, in Anne Arundel County, State of Maryland, by Baltimore Federal Savings and Loan Association, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, on July 3, 1979, Charing Cross, Inc., the original Declarant, executed and recorded a Declaration establishing the Condominium Regime (the "Declaration") which Declaration was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3218, folio 539; and

WHEREAS, in Article 6, Section 1 of the Declaration, the original Declarant expressly reserved to itself the right to add to the said condominium those units consisting of townhouses and common elements which were to be built adjacent to the property originally described (the expansion sections), which expansion sections were described in Schedule B, C, D, E, F, G, H, I, J, K, L, M, O, P, and Q thereof; and

WHEREAS, the Declarant has succeeded to all remaining right, title and interest in and to the original Declarant by virtue of the Deed from Robert F. Yavrina, attorney named in Mortgage, unto Baltimore Federal Savings and Loan Association, which deed was dated the 18th day of June, 1982 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3502, page 503. Such deed arising out of a foreclosure of a certain mortgage duly filed in the Circuit Court for Anne Arundel County, Equity No. 3102956; and

WHEREAS, the Declarant desires to exercise in part its right to complete the expansion of this Condominium Regime by adding the parcels of land described in Schedule L, M, N, O, P and Q of the original Declaration.

NOW, THEREFORE, acting pursuant to the right reserved in Article 6, Section 1 of the Declaration, the Declarant hereby declares:

1. That all the parcels of land described in Schedules L, M, N, O, P, and Q to the said Declaration and more particularly shown on the Plat entitled "Charing Cross Townhouses, a Condominium Phases 12, 13, 14 and 15 and Phases 16 & 17 (Sheets 1-4)" as

E. AUBREY COLLISON
MEM

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CIRCUIT COURT, ANNE ARUNDEL COUNTY

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1450

said plat is recorded among the Land Records of Anne Arundel County, Maryland, in PLAT Book 23 Pages 43 thru 46, ~~is hereby made subject~~ is hereby made subject to each and every of the terms, conditions and obligations of the said Declaration. The Declarant further certifies that the improvements of the said land being Phases 12, 13, 14, 15, 16 and 17 have been erected and conformed with the above-referenced plat.

2. Declarant by the recordation of this Amendment automatically activates the conversion of the undivided percentage interest in and to the extent of the common elements appertaining to each condominium unit in accordance with the schedule of percentage interests and common elements, Exhibit B to the Declaration, which percentage interest now becomes applicable to the additional common elements added hereby.

3. THIS CONFIRMATORY AMENDMENT IS FILED SOLELY TO CORRECT A TYPOGRAPHICAL NON-INCLUSION OF A COMPLETE REFERENCE TO THE PARCELS TO BE ADDED IN THE RECITALS OF THE ORIGINALLY RECORDED NINTH AMENDMENT.

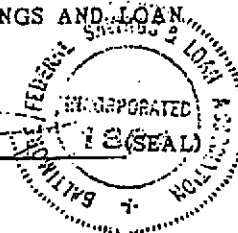
IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name and on its behalf the day and year first above written.

WITNESS:

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Mary Lynn De Hart
MARY LYNN DE HART

BY: *Paul A. Stuart*
Paul A. Stuart
Vice President

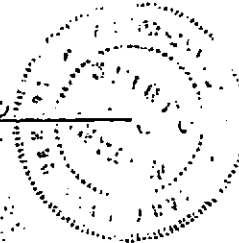


STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of December, 1983, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Paul A. Stuart, Vice President of Baltimore Federal Savings and Loan Association, and he acknowledged that he executed the foregoing for the purposes therein contained on behalf of said Association by himself as Vice President.

AS WITNESS my hand and Notarial Seal.

Mary Lynn De Hart
Notary Public
MARY LYNN DE HART



My Commission Expires: 7/1/86

KJK:kj:300

CALLAHAN, FARWELL & LAUDERMAN
200 E. BALDWIN ST.
BALTIMORE, MARYLAND 21202

CHARING CROSS TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION

ESTABLISHMENT OF THE LANDSCAPING CONTROL COMMITTEE

WHEREAS, Article IX, Section 1 of the Declaration of Charing Cross Townhouses Condominium Association, Inc. provides that the construction be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Condominium Regime; and

WHEREAS, Article V, Section 3 (d) of the By-Laws of Charing Cross Townhouses Condominium Association, Inc. (By-Laws) provides that the Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council of Unit Owners of the Corporation and promulgate and enforce such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use of the limited common elements by the members; and

WHEREAS, Article V, Section 3 (c) of the By-Laws provides for the designation of personnel for the good working order of the condominium project; and

WHEREAS, Article XI Section of the By-Laws provides that the Board of Directors of the Corporation may from time to time designate an Architectural Committee to adopt or promulgate any rule or regulation, or to make any finding pursuant to the authority contained in this Article; and

NOW, THEREFORE, BE IT RESOLVED THAT a Architectural Landscaping Design and Control Committee is established for the purpose of designing annual plans for improvement of the trees, shrubs, bushes, perennials, annuals, and other plants to enhance the appearance and value of the entire Charing Cross properties.

1. ORGANIZATION

A. Term: Members of the Architectural Landscaping Design and Control Committee shall serve for a period of one year and serve at the discretion of the Board of Directors.

B. Chairman: The chairman of the committee shall be the Chairperson of the Architectural Landscaping Design and Control Committee.

C. Number and Membership: The Committee shall consist of as many members of the Association that so volunteer. Members must be in good standing and be approved by the Board of Directors.

D. Minutes: The Chairman shall designate a recording secretary from among the

members of the Committee. The Chairman will report directly to the President and Board of Directors.

E. Committee: The following members have been appointed by the Board of Directors to serve on this Committee:

Ms. Deana M. McCracken	1011 Broderick Court	Chairman
Ms. Christen Kenny	1006 Shreve Court	Member
Ms. Sharon Lambeth	1019 Shreve Court	Member
Ms. Carolyn Mulligan	1002 Broderick Court	Member

2. OPERATION AND FUNCTION

The Committee shall operate and function within the following parameters:

A. The Committee shall meet at least quarterly and/or more often as necessary to carry out the duties of the Committee.

B. The Committee Chairman shall report at least quarterly to the Board of Directors or as necessary for guidance and direction.

C. All funds necessary to carry out the duties assigned shall be approved by the Committee Chairperson up to a limit of \$50.00. Additional funds must be authorized by the Board of Directors.

D. The Committee shall review and make recommendations to the Architectural Control Committee Chairman all Architectural Landscaping design change requests for limited/common areas, and make recommendations to the Board of Directors, where appropriate.

E. Make an annual report to the Board of Directors on the quality of work by any landscaping contractors and make recommendations as renewal of contracts come due.

F. Provide recommendations to the Board of Directors on any projects that are being let to bid for landscaping services.

G. Provide annually a proposed landscaping budget which will include:

- (1) a prioritized list of expenditures for pending projects; and a
- (2) break down these funds quarterly

H. Establish and coordinate community wide self-help plantings to further stretch the Associations funds. Seek funding for the approved landscape improvements (i.e. material needed to complete the project) from the Board of Directors.

THE ABOVE RESOLUTION WAS APPROVED AND ADOPTED AT A REGULAR MEETING OF THE CHARING CROSS TOWNHOUSES CONDOMINIUM ASSOCIATION, INC BOARD OF DIRECTORS HELD 8-26-97 BY THE VOTE OF:

<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<u>Lucille Helpa</u> Lucille Helpa (President)
<input type="checkbox"/> yes	<input type="checkbox"/> no	<u>Carolyn Mulligan</u> Carolyn Mulligan (Vice President)
<input type="checkbox"/> yes	<input type="checkbox"/> no	<u>Donald Walton</u> Donald Walton (Treasurer)
<input type="checkbox"/> yes	<input type="checkbox"/> no	<u>Scott Wetterau</u> Scott Wetterau (Secretary)
<input type="checkbox"/> yes	<input type="checkbox"/> no	<u>Ken Dodge</u> Ken Dodge (Member-at-Large)

THIS DECLARATION, made and entered into in the County of Anne Arundel, State of Maryland, this 3rd day of JULY, 1979, by CHARING CROSS, INC., a body corporate of the State of Maryland, hereinafter and in the Exhibits and Schedules hereto sometimes called the "Declarant".

WHEREAS, the Declarant is the owner in fee simple of that certain lot of ground known and designated as part of "CHARING CROSS TOWNHOUSES, A CONDOMINIUM", and more particularly set forth on Schedule A, attached hereto sometimes called the "Property".

WHEREAS, the Declarant is the owner of certain units, and other improvements heretofore constructed upon the aforesaid premises, which property is intended to constitute a "Condominium Regime" pursuant to Real Property Article, Title 11, of the Annotated Code of Maryland and it is the desire and intention of the Declarant to divide said property and the improvements thereon into condominium units to sell and convey the same together with the existing and future rights, titles, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverters, obligations, easements, equitable servitudes, charges and liens, all as hereinafter set forth, each of which is for the benefit of and is binding upon said Property, the subsequent owners and mortgagees therefor; and.

WHEREAS, simultaneously with the recording hereof, the Declarant is filing for record in the office of the Clerk of the Circuit Court for Anne Arundel County, Maryland, a certain Plat of Condominium Subdivision hereinafter referred to as the "Condominium Plat" which Condominium Plat consisting of 2 sheets is to be recorded in Condominium Plat Book Records of Anne Arundel County; and

WHEREAS, the Declarant desires and intends by the recordation of this Declaration and the aforementioned Condominium Plat, which is intended to be a part hereof, to submit the "Property" together with the improvements heretofore or hereafter constructed thereon, and all the appurtenances thereto, to the provisions of Real Property Article, Title 11, of the Annotated Code of Maryland as a Condominium Regime, to be known as "CHARING CROSS TOWNHOUSES, A CONDOMINIUM".

NOW, THEREFORE, the Declarant hereby declares that the property herein described is submitted to the Condominium Regime herein established and as provided for by the Condominium Act pursuant to Real Property Article, Title 11, of the Annotated Code of Maryland as now in effect and as amended from time to time, hereinafter referred to as the "Condominium Project", and the Declarant also reserves the irrevocable right for a period of TEN (10) years after the date hereof to add to said Condominium Regime all or part of the units which are to be constructed, as hereinafter set forth in Schedules B through Q. The Condominium hereby submitted being described in Schedule A hereof, located in Anne Arundel County, State of Maryland, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or encumbered, together with the existing and future rights, titles, interests and benefits appertaining thereto, and subject to the covenants, restrictions, uses, limitations, reverters, obligations, easements, equitable servitudes, charges and liens, hereinafter sometimes referred to as "covenants and restrictions" hereinafter set forth including the provisions of the By-Laws of the Council of Unit Owners of the Condominium, attached hereto as "Exhibit A" and by the references incorporated herein, all of which are declared and agreed to be in, and of a plat of improvements of said property, and the division thereof into condominium units and common elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performances of an obligation.

ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and/or any and all exhibits hereto shall have the following meanings:

A. "Unit" or condominium unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories, provided, always, that any such unit has direct exit to a thoroughfare or public road or to a common element leading to a thoroughfare or public road.

(i) The space bounded by and contained within the bottom, top, front, rear and sides of the unit which is shown on the Condominium Plat as being included within such unit, which bottom, top, front, rear and sides are, for purposes of this Declaration, hereinafter more particularly defined:

(a) The bottom of the unit shall consist of the lower surface of the concrete, brick and/or masonry sub-floor of the lowermost floor of the unit.

(b) The top of the unit shall consist of the uppermost surface of the outer shingle or other covering of the roof of the unit, or the top of the chimney, whichever is uppermost.

(c) The front of the unit shall consist of the outermost finished exterior surface of the front wall of the unit.

(d) The rear of the unit shall consist of the outermost finished exterior surface of the rear wall of the unit.

(e) The two (2) sides of the unit shall, respectively, correspond to the two (2) side walls of the unit in the following manner:

(1) With respect to any of the said side walls which constitutes a party wall, the side of the unit corresponding thereto shall pass through the center thereof, so as to enclose one-half (1/2) of the thickness of such party wall.

(2) With respect to any of the said side walls which does not constitute a party wall, the side of the unit corresponding thereto shall correspond with the outermost finished exterior surface thereof.

(ii) Each and every exterior or interior wall, portion of a party wall, roof, footing, foundation, basement or other floor, column, girder, joist, beam, partition, window, storm window, screen, door, storm door, pipe, drain, wire, electrical devices, duct, furnace, water heater, plumbing fixtures, kitchen or other appliance, door knob, knocker, exterior electrical fixture, shutter, chimney, fireplace, railing or other improvement or structure (regardless of whether any of the same are load-bearing, provide support for the unit or otherwise are part of the structure thereof) (1) which is contained within the space defined in Article I, Section 1A hereof, or (2) which is not contained within such space but which forms a connected and integral part of, or is appended or affixed to, the improvements lying within.

(iii) The ground (including, by way of example, rather than of limitation, any and all gravel or other fill material) lying under the bottom of the unit as hereinabove defined;

(iv) The airspace lying over the top of the unit as hereinabove defined;

(v) Any heating or air-conditioning unit or compressor, concrete slab, patio, porch, deck, area way, storage shed, private sidewalk, fence or other improvement lying on or above the surface of the ground outside of the unit but within the common elements forming the rear and the front yards of the unit (and which are more particularly referred to in the provisions of Article III, Section 2 hereof); provided,

that the space contained within or occupied by any of the improvements referred to in this Article I, Section 1 A shall not constitute part of any unit; and further provided, that to the extent that any of the said fences and any of the walls of any such storage shed is, respectively, a party fence or a party wall, such party fence or party wall shall be included within such unit only to the center thereof, so as to include one-half (1/2) of the thickness of such party fence or party wall.

(vi) Anything contained in the foregoing provisions of this Article I, Section 1 A to the contrary notwithstanding, no portion of any main, duct, stock, raceway, wire, conduit, drain, pipe, meter or other device which shall be located within the space hereinabove described, or shall otherwise hereinabove referred to, and which shall be used in providing any utility or service to any portion of the Condominium other than, or in addition to, such unit, shall be deemed to be part of such unit.

(vii) Each unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon any unit owner, by virtue of his ownership of the legal title to a unit, any interest in any other unit.

B. "Condominium" means the property subject to the Condominium Regime under the Real Property Article, Title 11 of the Annotated Code of Maryland

C. "Unit owner" or "unit co-owner" means any person, group of persons, corporation, trust or other legal entity or any combination thereof, which owns a condominium unit within the Condominium, project, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of any obligation shall not be an owner.

D. "Council of Unit Owners" is the incorporated body that governs the affairs of the Condominium and is comprised of all unit "owners" and is hereafter sometimes referred to in this Declaration and By-Laws as the "Corporation".

E. "Common elements" means all of the Condominium except the units.

F. "Records" means to record pursuant to the laws of this State and the affected political subdivision related to the recording of deeds and plats.

G. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 2 means all that land shown in Schedule B attached hereto, being 1.299 acres of land, more or less, and all of those buildings containing up to 7 units and all appurtenances to be located on said property.

H. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 3 means all that land shown in Schedule C attached hereto, being 1.925 acres of land, more or less, and all of those buildings containing up to 8 units and all appurtenances to be located on said property.

I. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 4 means all that land shown in Schedule D attached hereto, being 4.7186 acres of land, more or less, and all of those buildings containing up to 7 units and all appurtenances to be located on said property.

J. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 5 means all that land shown in Schedule E attached hereto, being 1.381 acres of land, more or less, and all of those buildings containing up to 8 units and all appurtenances to be located on said property.

K. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 6 means all that land shown in Schedule F attached hereto, being 1.304 acres of land, more or less, and all of those buildings containing up to 7 units and all appurtenances to be located on said property.

L. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 7 means all that land shown in Schedule G attached hereto, being 1.267 acres of land, more or less, and all of those buildings containing up to 8 units and all appurtenances to be located on said property.

M. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 8 means all that land shown in Schedule H attached hereto, being 0.653 acres of land, more or less, and all of those buildings containing up to 7 units and all appurtenances to be located on said property.

N. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 9 means all that land shown in Schedule I attached hereto, being 0.766 acres of land, more or less, and all of those buildings containing up to 8 units and all appurtenances to be located on said property.

O. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 10 means all that land shown in Schedule J attached hereto, being 0.858 acres of land, more or less, and all of those buildings containing up to 8 units and all appurtenances to be located on said property. *2.495*

P. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 11 means all that land shown in Schedule K attached hereto, being 1.191 acres of land, more or less, and all of those buildings containing up to 8 units and all appurtenances to be located on said property.

Q. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 12 means all that land shown in Schedule L attached hereto, being 0.715 acres of land, more or less, and all of those buildings containing up to 5 units and all appurtenances to be located on said property.

R. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 13 means all that land shown in Schedule M attached hereto, being 0.390 acres of land, more or less, and all of those buildings containing up to 5 units and all appurtenances to be located on said property.

S. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 14 means all that land shown in Schedule N attached hereto, being 0.809 acres of land, more or less, and all of those buildings containing up to 6 units and all appurtenances to be located on said property.

T. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 15 means all that land shown in Schedule O attached hereto, being 1.128 acres of land, more or less, and all of those buildings containing up to 7 units and all appurtenances to be located on said property.

U. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 16 means all that land shown in Schedule P attached hereto, being 0.876 acres of land, more or less, and all of those buildings containing up to 8 units and all appurtenances to be located on said property.

V. "CHARRING CROSS TOWNHOUSES, A CONDOMINIUM" Phase 17 means all that land shown in Schedule Q attached hereto, being 2.685 acres of land, more or less, and all of those buildings containing up to 7 units and all appurtenances to be located on said property.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Anne Arundel, State of Maryland, and is that certain lot of ground being known and designated as part of "CHARING CROSS TOWNHOUSES, A CONDOMINIUM", described on Schedule A attached hereto and made a part hereof.

Section 2. Property That May Be Subjected to This Condominium Regime. The land owned by the Declarant which may be in the future submitted to the Condominium form of ownership as part of "CHARING CROSS TOWNHOUSES, A CONDOMINIUM" shown as phases 2 through 17 on Schedules B through Q attached hereto; and as shown on the condominium Plat.

Section 3. General Description of the Buildings.

A. The buildings located on the property are generally described as townhouses in groups of two or more.

Section 4. The Name of the Condominium. This Condominium shall be known as "CHARING CROSS TOWNHOUSES, A CONDOMINIUM".

Section 5. The Condominium Units. The general description and number of each condominium unit, including its area, location and such other data as may be necessary or appropriate for its identification, is set forth on the Condominium Plat, which Condominium Plat is incorporated herein and by this reference made a part hereof.

ARTICLE III

Section 1. General Common Elements. Except as otherwise set forth on the Condominium Plat, the general common elements shall mean all of the property except the units and the limited common elements including, but not limited to:

- A. The property described in Article II, Section 1 hereof; and such other property referred to in Article VII hereof; and
- B. Open space, roadways, parking areas not designated as limited common elements, and playground areas, except as otherwise provided; and
- C. The compartments or installations of central services situate outside of the units such as power, light, hot and cold water, utilities, including, but in no way limited to, all pipes, conduits, cables and wire outlets and other utility lines; and
- D. General trash areas and the like, if any, and, in general, all devices or installations existing for common use; and
- E. All other elements of the Condominium project rationally of common use or necessary to its existence, upkeep and safety.

Section 2. Limited Common Elements.

- A. The limited common elements shall consist of any and all of the common elements which are designated by shading on the Condominium Plat as limited common elements, and are reserved herein for the exclusive use of the owner or owners of one or more, but less than all, of the units.
- B. The right to the use of each of the limited common elements shall be, and is hereby, so reserved and restricted to the such owner or owners in accordance with such designation.
- C. With respect to each of the units (and with respect to each of the areas which will constitute units by virtue of an expansion of the Condominium pursuant to the provisions of Article VII hereof), each of the following shall constitute a limited common element which is hereby reserved for the exclusive use of the owner or owners of such unit:
 - (i) The rear yard of the unit forming part of such unit, consisting of the space which is bounded on its front by the rear of the unit, on its two (2) perimetrical sides and its rear by side and rear lines therefor as shown on the Condominium Plat, on its bottom by the ground, and on its top by the sky;
 - (ii) The planting area, if any, in the front yard of the unit forming part of such unit, consisting of the space which is bounded on its rear by the front of the unit, on its two (2) perimetrical sides and its front by side and front lines therefor as shown on the Condominium Plat, on its bottom by the ground, and on its top by the sky; and
 - (iii) The ground lying under, and the airspace lying over, the said rear yard and the said front yard, and not included within such unit.

Section 3. Contribution. Each unit owner, in proportion to his percentage interest factor, as shown in Exhibit B, shall contribute toward payment of the common expenses and no unit owner shall be exempt from contributing toward said common expenses either by waiver of the use of enjoyment of the common elements, or any of them, or by the abandonment of his condominium unit. The contribution of each unit owner toward common expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws.

ARTICLE IV

Section 1. Undivided Percentage Interests in Common Elements. Each unit owner shall own an undivided percentage interest in the common elements of the condominium equal to that set forth on "Exhibit E" attached hereto and by this and other reference made a part hereof. The undivided percentage interests in the common elements set forth on "Exhibit B" shall have a permanent character and, except as specifically provided in the Condominium Act, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The undivided percentage interests in the common elements set forth on "Exhibit B" may not be separated from the condominium unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the individual percentage interest in the common elements appertaining to such unit whether or not such percentage interest is expressly described or mentioned.

Section 2. Percentage Interests in Common Expenses and Common Profits. Each unit owner shall have a percentage interest in the common expenses and common profits of the condominium equal to that set forth on "Exhibit B" attached hereto and by this and other reference made a part hereof. The percentage interests in the common expenses and common profits set forth on "Exhibit B" may not be separated from the condominium unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the percentage interests in the common expenses and common profits appertaining to such unit, whether or not such percentage interest is expressly described or mentioned.

Section 3. Voting Rights. At any meeting of the Council of Unit Owners each unit owner shall be entitled to cast, on each question, the number of votes appurtenant to his condominium unit as set forth on "Exhibit B" attached and by this and other reference made a part hereof. In the event the number of votes appurtenant to each condominium unit is not specifically set forth on "Exhibit B" then each unit owner shall be entitled to cast one vote on each question at any meeting of the Council of Unit Owners.

Section 4. Individual Unit Deeds.

A. Future interests. Each Deed to a condominium unit shall also be deemed to include therein a provision for a future fee estate to the undivided percentage interest in the common elements as set forth in the "Schedule of Percentage Interests in Common Elements", "Exhibit B", that Declarant has the option to add to the Condominium development, and to take effect in the event of each recording by the Declarant of an Amendment to the Declaration to add any one or more of "Charring Cross Townhouses", phases 2 through 17.

B. Reverter. Each Deed to a condominium unit shall also be deemed to include therein a provision for the Automatic Reverter to the Declarant by the operation of law upon each recording by the Declarant of an Amendment and/or Amendments to add any one or more of "Charring Cross Townhouses", phases 2 through 17,

of the estate of any Grantee of the individual unit deeds for that portion of the undivided interest in the common elements appertaining to the unit prior to the recording of the amendment or amendments which exceeds the undivided interest in the total common elements appertaining to such unit by reason of such amendment or amendments.

C. Mortgages. The estate passing to any mortgagee upon the execution of a mortgage by any Grantee of any individual unit shall include and have the benefit of the future interest and be subject to the reverter as set forth in subparagraphs A and B hereof.

ARTICLE V

Section 1. Covenant Against Partition. The common elements, both general and limited, shall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Condominium Act.

Section 2. Encroachments. If any portion of the common elements now encroaches upon any condominium unit, or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the common elements, as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any unit, any adjoining condominium unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of parts of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or upon any portion of the common elements, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

For all purposes incident to the interpretation of deeds, the Condominium Plat and all other instruments of title relating to any condominium unit in the condominium project, the existing physical boundaries of any condominium unit constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any condominium unit.

Section 3. Easements. Each condominium unit shall be subject to an easement to the unit owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and other common elements located within or accessible only from any particular condominium unit and for support. Any parking space designated as a limited common element, if there be any, and reserved for exclusive use by the owner of a particular condominium unit shall be subject to an easement to the unit owners of all of the other condominium units for pedestrian ingress and egress to and from the building.

Section 4. Easement to Declarant. There is hereby reserved to the Declarant, its agents, successors and assigns, a non-exclusive easement over all of the common elements of the Condominium for purposes of access, the storage of building supplies and materials and equipment, and, without any limitation, for any and all purposes reasonably related to the completion of the marketing, construction, rehabilitation and repair of the Condominium.

Declarant further reserves unto itself, its successors and assigns, pedestrian and vehicular non-exclusive easements for ingress, egress and parking to and through the roadways, parking areas and walkways for the benefit of the owners, users, licensees and invitees of the property as are more particularly set forth in Article I, Section 1, subparagraphs G through V hereof.

Declarant further reserves unto itself, its successors and assigns, non-exclusive utility easements for the installation, use and maintenance to and through the property for the benefit of the property as are more particularly set forth in Article I, Section 1, subparagraphs G through V hereof, through those portions of the property in which the utilities are now located or in which easements for utilities now exist.

Section 5. Grant of Easements by Council of Unit Owners. The Council of Unit Owners shall have the authority to grant specific easements, rights-of-way, licenses and similar interests affecting the common elements if the grant is approved by the affirmative vote of unit owners having seventy-five percent or more of the votes.

ARTICLE VI

Section 1. Additional Sections. The Declarant reserves the irrevocable right for a period of TEN (10) years after the date hereof to add to said Condominium the units consisting of townhouses and common elements which are to be built adjacent to the property and described in Schedules B through Q, attached hereto, such land being more particularly shown on Sheet 1 of the Condominium Plat. Each owner of a condominium unit in "CHARING CROSS TOWNHOUSES, A CONDOMINIUM", by acceptance of a Deed to such unit and each mortgagee or a mortgage on such or beneficiary and trustee of a deed of trust unit shall be deemed to have acquiesced in amendments of this Declaration, By-Laws and Plats for the purpose of adding additional units and common elements as set forth above and shall be deemed to have given the Declarant an irrevocable power of attorney coupled with an interest to effectuate such amendments and to have agreed to and covenanted to execute such further documents, if any, as may be required by the Declarant to properly accomplish such amendments, if any question is raised with respect thereto. Such amendment or amendments shall be accomplished by the Declarant, its successors and assigns by recording among the Land Records and Plat Records of Anne Arundel County appropriate amendment or amendments to the Declaration and By-Laws certifying that Phase 2 and, if applicable, Phase 3 through 17 have been erected in conformity with the plats, and by Declarant making the following declaration therein: "Declarant, by recording of this Amendment automatically activates the conversion of the undivided percentage interest in and the extent of the common elements appertaining to each condominium unit in accordance with the Schedule of Percentage Interests in Common Elements, Exhibit B, which percentage interest now becomes applicable to the additional common elements added herety". Construction of the building in Phases 2 through 17 shall be of similar quality as in "CHARING CROSS TOWNHOUSES, A CONDOMINIUM", however, the Declarant shall have no duty or obligation to add any one or more of Phases 2 through 17 to "CHARING CROSS TOWNHOUSES, A CONDOMINIUM" and may sell or dispose of said land or use the same for some other purpose, including separate condominium, or condominiums, in which event the power of attorney shall be deemed revoked and the possibilities of reverter established by the Deeds to the unit owners shall be deemed to be extinguished and the unit owners shall henceforth hold their interest in the common elements free and clear of any condition precedent, to the end and intent that each unit owner shall hold the exclusive fee simple ownership of his unit and an undivided fee simple interest in the common elements, in accordance with the percentages set forth in Exhibit B; and each condominium unit, together with the undivided interest in the common elements appurtenant thereto subject to the terms hereof may be conveyed, leased, encumbered, inherited or devised by Will, as though each unit were entirely independent of all other units and of the building in which the condominium units are located. Declarant may add Phases 2 through 17 in any numerical order it elects. The maximum number of units which may be added is 114.

Section 2. Non-completion and/or Non-expansion. In the event that any improvement in any phase of the property shown hereon is not completed or, if any additional phase or phases are not added to the Condominium Regime described in the Declaration, the Declarant, its successors or assigns shall not make any conveyance of any portion of the property shown on the Condominium Plat not in the Condominium Regime described in the Declaration until it shall have made such conveyances and taken all other actions as may be required in order to assure that all phases of the property are in compliance with the applicable laws and regulations of Anne Arundel County, Maryland.

ARTICLE VII

Section 1. Units Subject to Declaration and By-Laws. All present and future owners, tenants and occupants of units shall be subject to, and comply with the provisions of the Condominium Act, of this Declaration and the By-Laws, as provided for in the By-Laws, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration and the By-Laws, as they may be amended from time to time, and all of such pro-

visions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE VIII

Section 1. Amendment of Declaration. Except as is provided for in Article VII hereof and in the Condominium Act, this Declaration may be amended only with the written consent of all of the unit owners and the holders of all mortgages on the condominium units in the Condominium. Any such amendment shall be effective only upon the recordation of a Declaration of Amendment among the Land Records of Anne Arundel County, Maryland.

ARTICLE IX

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Condominium Regime. Enforcement of these covenants and restrictions shall be by any proceeding at Law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any condominium unit to enforce any lien created hereby; and the failure or forbearance by the "Council of Unit Owners" or the unit owner of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provisions hereof, each of which shall remain in full force and effect.

Section 3. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

ATTEST: J. Selby CHARING CROSS, INC. BY: J. P. Modderno (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 3rd day of JULY, 1979, before me, a Notary Public of the State of Maryland, appeared JOHN C. MODDERNO, who acknowledged himself to be the President of CHARING CROSS, INC., and that he, as such President, being authorized so to do, executed the within Declaration for the purposes therein contained, by signing in my presence, the name of the corporation, by himself as such President.

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

J. P. Modderno
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/1/82



PHASE ONE

SCHEDULE A

BEGINNING FOR THE SAME on the South side of Jeffery Drive, 60 feet wide at point no. 103 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45, thence running with and binding along southerly R/W line of Jeffery Drive,

1) Easterly 343.48 feet along the arc of a curve deflecting to the left having a radius of 410.0 feet to point no. 109 said point also being on the boundary of the aforementioned Plat of Charring Cross thence binding along said boundary line,

2) South 35 degrees 55 minutes 12 seconds West 529.28 feet to point no. 99 said point also being in the centre line of a 15 foot R/W for storm drain as shown on the aforementioned plat, thence running along the centre line of the said R/W,

3) North 51 degrees 45 minutes 13 seconds West 139.30 feet, thence the following two courses and distances

4) North 35 degrees 55 minutes 12 seconds East 188.53 feet

5) North 42 degrees 40 minutes 12 seconds East 30.63 feet to point no. 103 the point of beginning.

CONTAINING in all 0.999 acres of land, more or less.

TOGETHER WITH utility easements as shown on said plat and as described hereafter:

BEGINNING for the same on the south side R/W line of Jeffery Drive, 60 feet wide at a point 47.08 feet from point 97 along the curve between points 97 and 103 as shown on the aforementioned Plat One, of CHARRING CROSS thence running with and binding along southerly R/W line of Jeffery Drive

1) Easterly 58.11 feet along the said curve deflecting to the right having a radius of 350.00 feet then leaving the said R/W line of Jeffery Drive

2) South 12 degrees 00 minutes 00 seconds East 38.92 feet

3) South 54 degrees 04 minutes 48 seconds East 70.21 feet

4) South 35 degrees 55 minutes 12 seconds West 7.5 feet

5) South 54 degrees 04 minutes 48 seconds East 23.65 feet

6) South 29 degrees 08 minutes 00 seconds East 35.91 feet

7) South 51 degrees 45 minutes 13 seconds East 83.06 feet to a point on the southerly boundary line of said plat thence running along the said boundary line

8) South 35 degrees 55 minutes 12 seconds West 51.78 feet thence leaving the said boundary line

9) North 29 degrees 08 minutes 00 seconds West 95.50 feet

10) North 51 degrees 45 minutes 13 seconds West 162.92 feet to the point of beginning.

TOGETHER WITH an easement for ingress and egress through Phase Two as described hereafter:

BEGINNING for the same on the south side R/W line of Jeffery Drive, 60 feet wide at a point 143.68 feet westerly from point 103 along the curve between points 103 and 97 as shown on the aforementioned Plat One of CHARRING CROSS thence

1) South 31 degrees 33 minutes 57 seconds East 11.01 feet

2) By an arc curving to the left having a radius of 88.00 feet for a length of 34.58 feet

3) South 54 degrees 04 minutes 48 seconds East 36.94 feet

4) South 35 degrees 55 minutes 12 seconds West 24.00 feet

5) North 54 degrees 04 minutes 48 seconds West 36.94 feet

6) By an arc of a curve deflecting to the right having a radius of 112.00 feet for a length of 44.01 feet

7) North 31 degrees 33 minutes 57 seconds West 11.02 feet to a point on the said southerly R/W line of Jeffery Drive then binding along the said R/W line of Jeffery Drive

8) By an arc of the said curve deflecting to the right having a radius of 350.00 feet for a length of 24.01 feet to the point of beginning.

PHASE TWO

SCHEDULE B

BEGINNING FOR THE SAME at point no. 84 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS", as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65 folio 45, said point also being the north westerly corner of Parcel F thence binding along the boundary of the aforementioned plat

- 1) North 36 degrees 13 minutes 11 seconds East 157.00 feet to point no. 149 said point also being on the center line of 15.00 feet R/W for water thence binding along said center line of the three following courses and distances
 - 2) South 49 degrees 44 minutes 30 seconds East 96.05 feet to point no. 148 thence
 - 3) By an arc curving to the right having a radius of 270.00 feet for a length of 147.52 feet to point no. 147 thence
 - 4) South 18 degrees 26 minutes 10 seconds East 95.34 feet to point no. 146 said point being on the northerly R/W line of Jeffery Drive as laid out 60.00 feet wide thence binding along said R/W line the following two courses and distances
 - 5) By an arc curving to the left having a radius of 410.00 feet for a length of 239.24 feet to point no. 15 thence
 - 6) South 34 degrees 27 minutes 45 seconds West 73.45 feet to point no. 14 said point being on the northerly R/W line of Barger's Road as laid out 30.00 feet wide and thence
 - 7) North 18 degrees 56 minutes 17 seconds West 81.66 feet thence
 - 8) North 34 degrees 51 minutes 47 seconds East 202.00 feet to a point on the center line of 15.00 feet R/W for sewer thence binding along said center line
 - 9) North 55 degrees 08 minutes 13 seconds West 120.35 feet to a point on the easterly outline of recreation area Parcel F as shown on the aforementioned plat thence binding along the easterly and northerly outline of Parcel F
 - 10) North 36 degrees 13 minutes 11 seconds East 9.53 feet to point no. 91 thence
 - 11) North 53 degrees 46 minutes 49 seconds West 59.99 feet to point no. 84 and the point of beginning.
- CONTAINING in all 1.299 acres of land, more or less.

PHASE THREE

SCHEDULE C

BEGINNING FOR THE FIRST PART at point no. 11 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS", as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45 said point also lying on the northerly R/W line of Barger's Road as laid out 30 feet wide, thence leaving said R/W line and binding along the boundary of aforementioned plat the following three courses and distances

- 1) North 34 degrees 51 minutes 27 seconds East 50.28 feet to point no. 87 thence
- 2) North 06 degrees 15 minutes 40 seconds East 110.00 feet to point no. 85 thence
- 3) North 36 degrees 13 minutes 11 seconds East 167.00 feet to point no. 84 said point also being the boundary line of parcel F thence running along east boundary line of said parcel
- 4) South 53 degrees 46 minutes 49 seconds East 59.99 feet to point no. 91 thence along southerly boundary line of Parcel F
- 5) South 36 degrees 13 minutes 11 seconds West 9.53 feet to a point on the center line of 15.00 feet R/W for sewer thence binding along said center line
- 6) South 55 degrees 08 minutes 13 seconds East 120.35 feet thence
- 7) South 34 degrees 51 minutes 47 seconds West 202.00 feet thence
- 8) South 18 degrees 56 minutes 17 seconds East 81.66 feet to point no. 14 said point being at the intersection of the northerly R/W line of the aforementioned Barger's Road and westerly R/W line of Jeffery Drive and thence binding along said R/W line of Barger's Road the following courses and distances
- 9) North 67 degrees 51 minutes 24 seconds West 77.98 feet to point no. 12 thence
- 10) North 71 degrees 26 minutes 23 seconds West 126.31 feet to the beginning point no. 11.

CONTAINING in all 1.158 acres of land, more or less.

BEGINNING FOR THE SECOND PART at point no. 9 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45, said point also being at the intersection of the southerly R/W line of Bargers Road (30 feet wide) and the westerly R/W line of Jeffrey Drive (60 feet wide) thence binding along said westerly R/W line the following two courses and distances

- 1) South 34 degrees 27 minutes 45 seconds West 95.98 feet to point no. 10 thence
- 2) South 77 degrees 54 minutes 51 seconds West 36.30 feet to point no. 5 said point also being on the northerly R/W line of Davidsonville Road (50 feet wide) thence running along said northerly R/W line North 58 degrees 38 minutes 03 seconds West 496.27 feet to point no. 6 said point also being at the intersection with the southerly R/W line of Bargers Road (30 feet wide) thence leaving said northerly R/W line of Davidsonville Road and binding along said southerly R/W line of Bargers Road the following three courses and distances
- 1) South 75 degrees 03 minutes 23 seconds East 82.74 feet to point no. 7 thence
- 2) South 71 degrees 26 minutes 23 seconds East 388.53 feet to point no. 8 thence
- 3) South 67 degrees 51 minutes 24 seconds East 70.49 feet to point no. 9 and the point of beginning, being all of parcel C as shown and recorded on the abovementioned plat.

CONTAINING 0.767 acres of land, more or less.

PHASE FOUR

SCHEDULE D

BEGINNING FOR THE FIRST PART at a point no. 96A as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45, said point also being the intersection of the northerly R/W line of Barger's Road (30 feet wide) and the easterly R/W line of Jeffery Drive (60 feet wide) thence binding along said easterly R/W line of Jeffery Drive the following two courses and distances

- 1) North 34 degrees 27 minutes 45 seconds East 60.35 feet to point no. 97 thence
- 2) By a line curving to the right having a radius of 350.00 feet for a length of 302.12 feet to point no. 103 thence leaving said road
- 3) South 42 degrees 40 minutes 12 seconds West 30.63 feet thence.
- 4) South 35 degrees 55 minutes 12 seconds West 188.53 feet thence
- 5) South 51 degrees 45 minutes 13 seconds East 139.30 feet thence binding along the boundary of the aforementioned plat
- 6) South 35 degrees 55 minutes 12 seconds West 79.80 feet to point no. 117 said point also being on the aforementioned northerly R/W line of Barger's Road thence binding along said northerly R/W line the following two courses and distances
- 7) By an arc curving to the left having a radius of 865.00 feet for a length of 247.87 feet to point No. 96 thence
- 8) North 67 degrees 51 minutes 24 seconds West 4.08 feet to point no. 96A the point of beginning.

CONTAINING in all 0.872 acres of land, more or less.

BEGINNING FOR THE SECOND PART at point no. 4 as shown on Plat Two Parcel D and E "CHARRING CROSS" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 65 folio 46 said point also being on the southerly R/W line of Bargers Road (30 feet wide) thence binding on said southerly R/W line the following seven courses and distances

1) South 67 degrees 51 minutes 24 seconds East 10.63 feet to point no. 5 thence

2) By a line curving to the right having a radius of 835.00 feet for a length of 240.66 feet to point no. 6 thence

3) South 35 degrees 55 minutes 12 seconds West 6.16 feet to point no. 7 thence

4) South 53 degrees 53 minutes 57 seconds East 318.45 feet to point no. 8 thence

5) South 54 degrees 39 minutes 37 seconds East 1,693.72 feet to point # 9 thence

6) South 50 degrees 37 minutes 00 seconds East 81554 feet to point no. 10 thence

7) By a line curving to the left having a radius of 485.00 feet for a length of 249.79 feet to point no. 11 said point also being at the intersection with the northerly R/W line of Davidsonville Road then binding along said northerly R/W line the following two courses and distances:

1) By a line curving to the left having a radius of 2,786.00 feet for a length of 822.07 feet to point no. 1 thence

2) North 58 degrees 38 minutes 03 seconds West 1,737.21 feet to point no. 2 said point also being at the intersection with the easterly R/W line of Jeffrey Drive (60 feet wide) thence running with said easterly R/W line the following two courses and distances:

1) North 12 degrees 05 minutes 05 seconds East 34.39 feet to point no 3 thence

2) North 34 degrees 27 minutes 45 seconds East 105.84 feet to point no. 4 and the point of beginning, being all of parcel D as shown and recorded on the abovementioned plat.

CONTAINING 3.800 acres of land more or less.

BEGINNING FOR THE THIRD part at point no. 12 as shown on Plat Two, Parcels D and E "CHARRING CROSS" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 46 said point also being on the northerly R/W line of Bangers Road (30 feet wide) thence leaving said northerly R/W line South 33 degrees 58 minutes 06 seconds East 153.62 feet to point no. 13 thence South 45 degrees 15 minutes 08 seconds West 12.36 feet to point no. 14 said point also being on the northerly R/W line of Davidsonville Road thence running with said northerly R/W line of Davidsonville Road by a line curving to the left having a radius of 2,786.00 feet for a length of 88.58 feet to point no. 15 said point also being at the intersection with the northerly R/W line of Bangers Road (30 feet wide) thence binding along said northerly R/W line of Bangers Road by a line curving to the left having a radius of 515.00 feet for a length of 70.79 feet to point no. 12 and the point of beginning, being all of parcel E as shown and recorded on the above-mentioned plat.

CONTAINING 0.0466 acres of land, more or less.

PHASE FIVE

SCHEDULE E

BEGINNING FOR THE SAME at point no. 149 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45, thence binding along the boundary of the said plat

- 1) North 36 degrees 13 minutes 11 seconds East 276.17 feet to the point no. 79, thence
- 2) South 13 degrees 24 minutes 04 seconds East 306.32 feet, thence
- 3) South 19 degrees 57 minutes 33 seconds East 181.03 feet to the point no. 30 said point being on the northerly R/W line of Jeffery Drive as laid out 60 feet wide, thence binding along said R/W line
- 4) By an arc curving to the left having a radius of 410.00 feet for a length of 114.65 feet to the point no. 146 said point being on the center line of 15.00 feet R/W the following three courses and distances
- 5) North 18 degrees 26 minutes 10 seconds West 95.34 feet to the point no. 147 thence
- 6) By an arc of a curve to the left having a radius of 270.00 feet for a length of 147.52 feet to the point no. 148, thence
- 7) North 49 degrees 44 minutes 30 seconds West 96.05 feet to the beginning point no. 149.

CONTAINING in all 1.381 acres of land, more or less.

PHASE SIX

SCHEDULE F

BEGINNING FOR THE SAME at point no. 79 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45, thence

- 1) South 78 degrees 18 minutes 57 seconds East 113.61 feet, thence
- 2) South 20 degrees 00 minutes 00 seconds East 432.65 feet to the point no. 34 said point being on the northerly R/W line of Jeffery Drive as laid out 60 feet wide thence binding along said R/W line
- 3) By an arc curving to the right having a radius of 350.00 feet for a length of 133.00 feet to the point no. 30, thence
- 4) North 19 degrees 57 minutes 33 seconds West 181.03 feet, thence
- 5) North 13 degrees 24 minutes 04 seconds West 306.32 feet to the point no. 79 the point of beginning.

CONTAINING 1.304 acres of land, more or less.

PHASE SEVEN

SCHEDULE C

BEGINNING FOR THE SAME at point no. 70 said point being at the intersection of the northerly R/W line of Ethel Drive (60 feet wide) and the easterly boundary line of Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45 thence binding along said northerly R/W line the following courses and distances

- 1) North 54 degrees 04 minutes 48 seconds West 319.99 feet thence leaving the said R/W line of Ethel Drive
- 2) North 35 degrees 55 minutes 12 seconds East 119.49 feet thence
- 3) South 56 degrees 16 minutes 37 seconds East 193.72 feet thence
- 4) North 33 degrees 43 minutes 23 seconds East 135.09 feet to a point on the northerly boundary line of the aforementioned plat thence binding along the said boundary line
- 5) South 47 degrees 52 minutes 56 seconds East 122.79 feet to point no. 71 thence binding along the easterly boundary line of said plat
- 6) South 33 degrees 43 minutes 23 seconds West 248.85 feet to point no. 70, the point of beginning.

CONTAINING in all 1.267 acres of land, more or less.

PHASE EIGHT

SCHEDULE H

BEGINNING FOR THE SAME at a point located on the South 47 degrees 52 minutes 56 seconds East 939.52 feet northerly boundary line of the Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45 thence binding along the said boundary line

- 1) South 47 degrees 52 minutes 56 seconds East 189.52 feet thence leaving the said boundary line
- 2) South 33 degrees 43 minutes 23 seconds West 135.09 feet thence
- 3) North 56 degrees 16 minutes 37 seconds West 193.72 feet thence
- 4) North 35 degrees 55 minutes 12 seconds East 162.87 feet to the point of beginning.

CONTAINING in all 0.653 acres of land, more or less.

PHASE NINE

SCHEDULE I

BEGINNING FOR THE SAME at point no. 138 said point being on the northerly R/W line of Ethel Drive (60 feet wide) and also being on the center line of 15.00 feet R/W for water as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65 folio 45, thence binding along the said R/W line for water the following courses and distances

- 1) North 52 degrees 10 minutes 00 seconds East 8.04 feet to point no. 139 thence
- 2) By an arc of a curve deflecting to the left having a radius of 110.00 feet for a length of 18.56 feet to point no. 140 thence
- 3) North 42 degrees 30 minutes 00 seconds East 250.79 feet to point no. 141 said point being on the northerly boundary line of the aforementioned plat thence binding along the said boundary line
- 4) South 47 degrees 52 minutes 56 seconds East 101.17 feet thence leaving the said boundary line
- 5) South 35 degrees 55 minutes 12 seconds West 282.36 feet to a point on the northerly R/W line of Ethel Drive thence binding along the said R/W line of Ethel Drive the following courses and distances
- 6) North 54 degrees 04 minutes 48 seconds West 45.60 feet to a point no. 63 thence
- 7) By an arc of a curve deflecting to the right having a radius of 190.00 feet for a length of 53.88 feet to point no. 62 thence
- 8) North 37 degrees 50 minutes 00 seconds West 38.00 feet to point no. 138, the point of beginning.

CONTAINING in all 0.766 acres or land, more or less.

PHASE TEN

SCHEDULE J

BEGINNING FOR THE SAME at point no. 58 said point also being on the northerly R/W line of Ethel Drive (60 feet wide) as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45 thence

1) North 38 degrees 28 minutes 51 seconds East 245.79 feet to a point on the northerly boundary line of aforementioned plat thence binding along the said boundary line

2) South 47 degrees 52 minutes 56 seconds East 150.00 feet to point No. 141 said point also being on the center line of 15 feet R/W for water thence leaving the said boundary line and binding along the center line of said R/W line for water the following courses and distances

3) South 42 degrees 30 minutes 00 seconds West 250.79 feet to point no. 140 thence

4) By an arc of a curve deflecting to the right having a radius of 110.00 feet for a length of 18.56 feet to point no. 139 thence

5) South 52 degrees 10 minutes 00 seconds West 8.04 feet to a point no. 138 on the northerly R/W line of Ethel Drive thence binding along the said R/W line of Ethel Drive the following courses and distances

6) North 37 degrees 50 minutes 00 seconds West 114.16 feet to point no. 59 thence

7) By an arc of a curve deflecting to the right having a radius of 25.00 feet and a length of 21.68 feet to point no. 58, the point of beginning.

CONTAINING in all 0.858 acres of land, more or less.

PHASE ELEVEN

SCHEDULE K

BEGINNING FOR THE SAME at point no. 77 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45 thence binding along the northerly boundary line of said plat

- 1) South 47 degrees 52 minutes 56 seconds East 376.05 feet thence leaving the said boundary line
- 2) South 38 degrees 28 minutes 51 seconds West 245.79 feet to point no. 58 said point also being on the northerly R/W line of Ethel Drive (60 feet wide) thence binding along the said R/W line
- 3) By an arc of a curve deflecting to the left having a radius of 60.00 feet for a length of 95.15 feet thence leaving the said R/W line
- 4) North 11 degrees 00 minutes 00 seconds East 16.96 feet thence
- 5) North 16 degrees 00 minutes 00 seconds West 209.43 feet thence
- 6) North 08 degrees 51 minutes 58 seconds West 157.29 feet to point no. 77 the point of beginning.

CONTAINING in all 1.191 acres of land, more or less.

PHASE TWELVE

SCHEDULE L

BEGINNING FOR THE SAME at point no. 124 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45, said point also being on the outline of recreation area Parcel J thence

- 1) North 16 degrees 09 minutes 14 seconds West 33.99 feet to a point on the boundary line of the aforementioned plat thence binding along the said boundary line
 - 2) North 45 degrees 49 minutes 17 seconds East 338.03 feet to point no. 77 thence
 - 3) South 08 degrees 51 minutes 58 seconds East 157.29 feet thence
 - 4) South 16 degrees 00 minutes 00 seconds East 64.33 feet thence
 - 5) South 74 degrees 00 minutes 00 seconds West 124.30 feet to a point on the outline of recreation area between point no. 125 and 126 of Parcel J thence binding along the outline of said recreation area
 - 6) North 11 degrees 30 minutes 00 seconds West 75.95 feet to point no. 125 thence
 - 7) South 57 degrees 00 minutes 00 seconds West 167.31 feet to point no. 124, the point of beginning.
- CONTAINING in all 0.715 acres of land, more or less.

PHASE THIRTEEN

SCHEDULE M

BEGINNING FOR THE SAME at a point located on the R/W line of Ethel Drive cul-de-sac 117.29 feet from point no. 55 along the arc of a curve between points no. 55 and 58 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45 thence leaving the said R/W line

- 1) North 65 degrees 50 minutes 00 seconds West 25.01 feet thence
 - 2) South 64 degrees 00 minutes 00 seconds West 6.53 feet thence
 - 3) North 16 degrees 00 minutes 00 seconds West 159.97 feet thence
 - 4) North 74 degrees 00 minutes 00 seconds East 106.33 feet thence
 - 5) South 16 degrees 00 minutes 00 seconds East 145.10 feet thence
 - 6) South 11 degrees 00 minutes 00 seconds West 16.96 feet thence
 - 7) By an arc of a curve deflecting to the left having a radius of 60.00 feet for a length of 80.11 feet to the point of beginning.
- CONTAINING in all 0.390 acres of land, more or less.

PHASE FOURTEEN

SCHEDULE N

BEGINNING FOR THE SAME at point no. 124 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M "CHARRING CROSS", as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45 said point, also being on the outline of recreation area Parcel J, thence binding along the said outline of Parcel J

- 1) North 57 degrees 00 minutes 00 seconds East 167.31 feet to point no. 125 thence
- 2) South 11 degrees 30 minutes 00 seconds East 75.95 feet thence
- 3) North 74 degrees 00 minutes 00 seconds East 17.97 feet thence
- 4) South 16 degrees 00 minutes 00 seconds East 159.97 feet thence
- 5) South 64 degrees 00 minutes 00 seconds West 135.11 feet thence
- 6) North 31 degrees 28 minutes 43 seconds West 145.26 feet to point no. 127 thence
- 7) North 16 degrees 09 minutes 14 seconds West 70.23 feet to point no. 124 the point of beginning.

CONTAINING in all 0.809 acres of land, more or less.

PHASE FIFTEEN

SCHEDULE O

BEGINNING FOR THE SAME at point no. 78 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, J, K, L and M " CHARRING CROSS" as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45, thence binding along the boundary of said plat

- 1) North 45 degrees 49 minutes 17 seconds East 308.47 feet thence leaving the said boundary line
- 2) South 16 degrees 09 minutes 14 seconds East 104.22 feet thence
- 3) South 31 degrees 28 minutes 43 seconds East 145.26 feet thence
- 4) South 64 degrees 00 minutes 00 seconds West 200.00 feet to a point on the boundary line of the aforementioned plat thence binding along the said boundary line
- 5) North 56 degrees 32 minutes 34 seconds West 175.37 feet to a point no. 78 the point of beginning.

CONTAINING in all 1.128 acres of land, more or less.

PHASE SIXTEEN

SCHEDULE P

BEGINNING FOR THE SAME point 79 as shown on Plat One, Parcels A, B, B-1, C, F, G, H, I, K, L and M "CHARRING CROSS" as recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 65, folio 45, thence binding along the boundary of said plat

- 1) North 56 degrees 32 minutes 34 seconds West 78.14 feet thence leaving the said boundary line
 - 2) North 64 degrees 00 minutes 00 seconds East 341.64 feet thence
 - 3) South 65 degrees 50 minutes 00 seconds East 25.01 feet to a point on the R/W line of Ethel Drive cul-de-sac thence binding along the said R/W line
 - 4) By an arc of a curve deflecting to the left having a radius of 60.00 feet for a length of 117.29 feet to point no. 55 thence leaving the said R/W line
 - 5) South 59 degrees 30 minutes 00 seconds West 238.58 feet thence
 - 6) North 78 degrees 18 minutes 57 seconds West 113.61 feet to point no. 79 the point of beginning.
- CONTAINING in all 0.876 acres of land, more or less.