

CC&Rs

Council of Unit Owners of Cloister at Charles III, Inc.

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**DECLARATION OF CONDOMINIUM
CLOISTERS AT CHARLES III, A CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM
CLOISTERS AT CHARLES III, A CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM ("Declaration"), made and entered into this 30 day of January, 2007 by CLOISTERS HOLDINGS, LTD., a Maryland corporation (the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon and all appurtenances thereto located in Baltimore County, State of Maryland, and more particularly described in Exhibit "A", (hereinafter referred to as the "Property") attached hereto and made a part hereof; and,

WHEREAS, the Declarant desires to establish a Condominium pursuant to Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (2003), as amended, and it is the desire and intention of the Declarant to divide the Property into condominium units and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, each of which is for the benefit of the Property and the owners thereof from time to time; and,

WHEREAS, prior to the recordation hereof the Declarant has filed for record in the Office of the Clerk of the Circuit Court of Baltimore County, Maryland, a certain condominium plat entitled "The Cloisters at Charles III, Phase I - Units 41 thru 44" (hereinafter referred to as the "Condominium Plat"), which Condominium Plat (consisting of two (2) sheets) is recorded in Condominium Plat Book , 31, at Plat Nos. 221 and 222.

NOW, THEREFORE, the Declarant hereby submits the Property to the provisions of the Act.

**ARTICLE 1
Definitions**

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

Section 1.1. "Act" means the Maryland Condominium Act, as amended from time to time.

Section 1.2. "Association" means the entity comprised of all Unit Owners, sometimes hereinafter referred to as the "Council of Unit Owners".

Section 1.3. "Association Roster" means the record of each Unit Owner's name and address required to be maintained by the Association in accordance with Section 11-109(c) of the Maryland Condominium Act, and shall include the names and addresses of each Unit Owner's mortgagee(s).

Section 1.4. "Board of Directors" means the Board of Directors of the Council of Unit Owners of the Condominium and each member thereof a "member" of the Board of Directors or a "Director".

Section 1.5. "Bylaws" means the Bylaws of the Council of Unit Owners of the Condominium.

Section 1.6. "Commission" means the Maryland-National Capital Park and Planning Commission.

Section 1.7. "Common Elements" means all of the Property other than "Units," and includes both "General Common Elements" and "Limited Common Elements" (as defined in Article 3 hereof).

Section 1.8. "Common Expenses" means any expenses associated with the maintenance, operation, inspection, administration, repair, or replacement (including, without limitation, any reasonable reserves) of the General Common Elements, except to the extent specifically provided otherwise in this Declaration or the Bylaws, or of the Limited Common Elements that are intended to benefit less than all of the Units and Unit Owners and which may be assessed by the Board of Directors against the Unit or Units to which such Limited Common Elements are appurtenant. The Common Expenses shall also include expenses which may be assessed against a particular Unit as provided in this Declaration and the Bylaws and all expenses designated as such by resolution of the Board of Directors, or by this Declaration or the Bylaws.

Section 1.9. "Common Profits" means any income collected or accrued by or on behalf of the Association, other than income derived from assessments against a Unit or Units pursuant to the provisions of this Declaration or the Bylaws.

Section 1.10. "Condominium" means the Property having the status of a "Condominium" pursuant to and as defined in the Act.

Section 1.11. "Condominium Plat" means a certain condominium plat entitled "The Cloisters at Charles III, Phase I - Units 41 thru 44" filed by the Declarant for record in the Office of the Clerk of the Circuit Court for Baltimore County, Maryland.

Section 1.12. "Council of Unit Owners" means the entity comprised of all Unit Owners, sometimes hereinafter referred to as the "Association".

Section 1.13. "Declarant" shall mean and refer to Cloisters Holdings, LTD., a Maryland corporation, and its successors and assigns to whom any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred in writing.

Section 1.14. "Extraordinary Actions" refers to actions taken by or on behalf of the Council of Unit Owners as more particularly described in Article 9, Section 9.10 hereof.

Section 1.15. "Eligible Mortgage Holder" means a holder, insurer, or guarantor of a first mortgage on a Unit who has submitted a written request for notice from the Council of Unit Owners of amendments to the Condominium documents or other significant matters which would affect the interests of the mortgagee.

Section 1.16. "General Common Elements" means all of the "Common Elements" except "Limited Common Elements".

Section 1.17. "Lawn and Garden Area" means any portion of the front, side or rear (if applicable) yard areas of any Unit that contains grass, shrubs, bushes, trees or other planted material; provided, however, that any portion of a Unit which is enclosed by a wall, fence or other obstruction and which is not readily accessible to the Association, as determined by the Board of Directors in its sole discretion, shall not be considered a Lawn and Garden Area.

Section 1.18. "Limited Common Elements" include those designated as such in this Declaration or on the Condominium Plat.

Section 1.19. "Cloisters at Charles Condominium Association" means The Council of Condominium Unit Owners of the Cloisters at Charles Condominium, Inc., a Maryland condominium association.

Section 1.20. "Percentage Interest" means the undivided interest of each Unit Owner, as set forth in Exhibit "D", with respect to Common Elements of the Condominium and the Common Profits and Common Expenses of the Council of Unit Owners.

Section 1.21. "Property" means the land and premises and the buildings constructed or to be constructed thereon and all appurtenances thereto, located in Baltimore County, State of Maryland, and more particularly described in Exhibit "A" of this Declaration.

Section 1.22. "Rules" means the written rules adopted from time to time by the Board of Directors of the Council of Unit Owners in accordance with the Act, the Declaration and the Bylaws.

Section 1.23. "Unit" means a three-dimensional area, as described below and as shown on the Condominium Plat, and includes all improvements contained within such area except such improvements as are expressly excluded in this Declaration or on the Condominium Plat. The upper and lower boundaries of any Unit shall be horizontal planes extended to intersect the lateral or perimetrical boundaries of such Unit. The elevations of such horizontal planes shall be as described on the Condominium Plat. The lateral or perimetrical boundaries of any Unit shall be the vertical planes located on the lines showing the dimensions and location of such Unit, as more particularly shown on the Condominium Plat, extended to intersect the upper and lower horizontal boundaries thereof and to intersect the other lateral or perimetrical boundaries of the Unit, provided, however, that any portion of the lateral or perimetrical boundary of a Unit designed or intended to constitute the boundary between two separate contiguous dwelling units shall coincide with the center line of the party wall(s) between such dwelling units. Unless otherwise designated herein and/or on the Condominium Plat as a Common Element or Limited Common Element, mechanical equipment, fixtures and appurtenances located within or outside of any Unit and designated to serve only that Unit, such as pipes, wires, cables, conduits, electrical receptacles and outlets, ducts, flues, chutes, appliances, and the like, shall be considered a part of the Unit.

Section 1.24. "Unit Owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which owns a Unit; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be a Unit Owner solely by reason of such interest.

ARTICLE 2

Creation of Condominium Regime

Section 2.1. Submission of Property to Act. The Property and all appurtenances thereto shall be held, conveyed, divided, subdivided, leased, rented, occupied, improved, hypothecated and/or encumbered subject to the Act and the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") herein set forth, including the provisions of the Bylaws of the Council of Unit Owners of Cloisters at Charles III, A Condominium (a copy of which is attached hereto and made a part hereof as Exhibit "B"), all of which are declared and agreed to be in aid of a plan for the division of the Property into a Condominium pursuant to the Act, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and by any person acquiring or owning an interest in the Property, including, without limitation, any person, group of persons, corporation, partnership, trust or other entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation; provided, however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant shall inure to the benefit of and be enforceable by only those successors and

assigns of the Declarant to whom any of the same have been specifically assigned or transferred in writing.

By the recordation of this Declaration, the Council of Unit Owners hereby assumes all liability, responsibility and duty for the care, operation and maintenance of the Common Elements, and each Unit Owner hereby assumes or agrees to assume all liability and duty for the care, operation and maintenance of their respective Units, subject, however, to any rights and/or obligations the Council of Unit Owners or each Unit Owner may have pursuant to this Declaration and the Bylaws. Further, the Council of Unit Owners and each Unit Owner, on their own behalf, and on behalf of their successors and assigns, hereby agrees to indemnify and hold Declarant, its successors and assigns harmless from any loss, liability or damage (including attorneys' fees and court costs) arising out of or resulting from the failure of the Council of Unit Owners or each Unit Owner to care for, maintain or properly operate the Common Elements or Units, as applicable.

Section 2.2. Description of the Units. The general description and number of each 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, a copy of which Condominium Plat is annexed hereto as Exhibit "C" (and by this reference is made a part hereof).

Section 2.3. Name of Condominium. The name by which the Condominium shall be known is "Cloisters at Charles III, A Condominium".

ARTICLE 3 Common Elements

Section 3.1. General Common Elements. The "General Common Elements" means all of the Common Elements except Limited Common Elements, and shall (unless otherwise specifically designated herein or on the Condominium Plat), include the following:

(a) The Property (other than Units), parking areas (unless designated as part of a Unit pursuant to this Declaration or the Condominium Plat) and landscaping; and,

(b) The components or installations of central services and utilities serving the General Common Elements or two (2) or more Units, such as power, light, gas, water, sewer, telephone, and master antennae, including tanks, pumps, motors, fans, compressors, pipes, valves, controls and other similar equipment to be used in common (unless a part of a Unit or as a Limited Common Element pursuant to this Declaration or the Condominium Plat); and,

(c) All Units which may hereafter be acquired and held by the Council of Unit Owners on behalf of all Unit Owners; and,

(d) All other elements, other than Units, of common use or necessary to the Condominium's existence, upkeep and/or safety.

Section 3.2. Limited Common Elements. The "Limited Common Elements" include those designated as such in this Declaration or on the Condominium Plat, if any. All areas designated as Limited Common Elements are reserved for the exclusive use of the Unit Owner(s) of the Unit(s) to which they are declared to be appurtenant by appropriate designation in this Declaration or on the Condominium Plat. The right of the Unit Owner(s) to whose Unit(s) the Limited Common Elements are appurtenant to use and enjoy the same shall be subject to such reasonable Rules as the Board of Directors of the Council of Unit Owners may from time to time enact, and are further subject to each Unit Owner's responsibility to pay any charges imposed by the Board of Directors for the use and maintenance of such Limited Common Elements. Pursuant to the Act, the Council of Unit Owners may assess the costs incurred in maintaining any Limited Common Elements against the Unit(s) to which such Limited Common Elements are appurtenant.

ARTICLE 4
Percentage Interest and Voting Rights

Each Unit shall have the same incidents as real property, and the Unit Owner shall hold the same in fee simple and shall have a common right to a share with the other Unit Owners of an undivided fee simple interest in the Common Elements, which shall be known as the "Percentage Interest in the Common Elements". The Percentage Interest in the Common Elements appertaining to each Unit is set forth in Exhibit "D". This percentage is also the Percentage Interest of each Unit Owner in the Common Profits and Common Expenses of the Council of Unit Owners. Each Unit shall be entitled to one (1) vote in the Council of Unit Owners. Except as otherwise specifically provided in this Declaration, the Percentage Interests heretofore described and votes herein established shall not be changed without the unanimous written consent of all of the Unit Owners and the mortgagees (as defined in the Act) evidenced by an appropriate amendment to this Declaration recorded among the Land Records of Baltimore County, Maryland; shall not be separated from the Unit to which they appertain; and shall be deemed conveyed or encumbered with the Unit even though such Percentage Interests and/or votes are not expressly mentioned or described in the conveying deed or other instrument. Subject to the provisions of the Bylaws of the Council of Unit Owners and this Declaration, a Unit Owner may, pursuant to and in accordance with the Act, grant a part of his Unit to another Unit Owner and the part of the Unit conveyed may be incorporated as part of such other Unit, or he may subdivide his Unit, whereupon he shall reallocate a portion of his Percentage Interest in the Common Elements of the Condominium and Percentage Interest in the Common Profits and Common Expenses of the Council of Unit Owners, and the vote appurtenant to his Unit in accordance with the Act.

ARTICLE 5

Covenant Against Partition; Encroachments; Easements

Section 5.1. Covenant Against Partition. The Common Elements, both General and Limited, shall remain undivided and, except as otherwise provided herein and in the Act, shall remain appurtenant to the designated Unit. No Unit Owner or any other person shall bring any action for partition or division thereof except as may be provided for herein and in the Act.

Section 5.2. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of the Units and/or Common Elements, or if any such encroachment shall occur hereafter as a result of construction, reconstruction, repair, shifting, movement or settlement, or otherwise, a valid easement for the encroachment and for the maintenance of the same exists so long as the encroaching Unit and/or Common Elements shall stand. In the event any Unit, any adjoining Unit, or any adjoining Common Elements 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 constructed, reconstructed or repaired, encroachment of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements resulting from such construction, reconstruction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

Section 5.3. Easements.

(a) The Council of Unit Owners (through its Board of Directors, if applicable), its agents and employees, shall have an irrevocable right and non-exclusive easement to enter Units to make repairs to Units or Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. Except in cases involving manifest danger to public safety or property, the Council of Unit Owners (or the Board of Directors, if applicable) shall make a reasonable effort to give notice to the owner of **any Unit to be entered for the purpose of such maintenance and repair pursuant to this subsection 5.3(a).** If damage is inflicted on the Common Elements or any Unit through which access is taken, the Council of Unit Owners, if it is responsible for such damage, is liable for the prompt repair of such damage. An entry by the Council of Unit Owners through its Board of Directors, agents, and employees for the purposes specified in this Section 5.3(a) shall not be considered a trespass. An easement for mutual support shall exist in the Units and the Common Elements.

(b) The Council of Unit Owners (through its Board of Directors, if applicable), its agents and employees, shall have an irrevocable right and an easement to

enter the Lawn and Garden Area within any Unit for purposes of maintaining such Lawn and Garden Area in accordance with the Bylaws.

(c) Each of the sidewalks, lanes, driveways, paved areas, roadways, and any other areas designated as General Common Elements shall be subject to an easement in favor of all of the Unit Owners for reasonable and necessary pedestrian and vehicular ingress and egress to and from the improvements within the Property and to and from all public and private roadways and streets serving the Property. Each Unit Owner shall have a right of ingress and egress to and from such Unit Owner's Unit.

(d) There is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing) for the benefit of the Declarant and its agents a nonexclusive easement over, across and through all of the Property and Common Elements for the purpose of access, the storage of building supplies and materials and equipment in the Common Elements, and, without any limitation, for any and all purposes reasonably related to the completion of the construction, improvement and repair of the Property and the marketing, sales and leasing of Units.

(e) There is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of any real property contiguous to or in the vicinity of the Property (the "Development Area"), and for the benefit of the Declarant, its agents and any person or entity at any time owning any portion of the Development Area, a nonexclusive perpetual blanket easement and right of passage on, through, over, under, and across all of the Property and Common Elements for ingress, egress, installation, replacement, repair, maintenance and use of all utilities, including, but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon and to have construction vehicles, personnel, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant (and its successors and assigns to whom such right has been specifically assigned in writing), the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this Section 5.3(f). In the exercise of any rights under this Section 5.3(f), there shall be no unreasonable interference with the use of the Property or any Unit for residential purposes, or with the Common Elements or the Development Area for the purposes for which each is reasonably intended. Any person or entity exercising any rights under this Section 5.3(f) shall be obligated to promptly repair, at their own expense, any damage caused by the exercise of such rights

and to restore, to the extent practicable, any damaged real or personal property to the condition of such property prior to the exercise of such rights.

(g) There is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the Development Area, and for the benefit of the Declarant, its agents and any person or entity at any time owning any portion of the Development Area, a nonexclusive perpetual blanket easement and right of passage on, through, over, under and across all of the Property and Common Elements for (i) pedestrian and vehicular ingress and egress to and from any and all portions of the Development Area, (ii) parking, (iii) ingress and egress to and from any and all portions of the Development Area by construction equipment, construction personnel and the like to facilitate and enable the development and construction of buildings, improvements and related facilities upon the Property and the Development Area, and (iv) the conduct of all other development and construction related activities as are deemed necessary or desirable by the Declarant or any person or entity at any time owning any portion of the Development Area. The Declarant (and its successors and assigns to whom such right has been specifically assigned in writing) and any person or entity at any time owning any portion of the Development Area shall have all rights and privileges reasonably necessary to the exercise of the foregoing easement, including, without limitation, a reasonable right of ingress and egress on, over and through the Property and Common Elements. In the exercise of any rights under this Section 5.3(g), there shall be no unreasonable interference with the use of the Property or any Unit for residential purposes, or with the Common Elements or the Development Area for the purposes for which each is reasonably intended. Any person or entity exercising any rights under this Section 5.3(g) shall be obligated to promptly repair, at their own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, any damaged real or personal property to the condition of such property prior to the exercise of such rights.

ARTICLE 6

Declarant's Right to Rent or Sell Units

Anything contained in this Declaration or the Bylaws of the Council of Unit Owners to the contrary **notwithstanding**, the Declarant shall have the right to transact any business on the Property and utilize any portion of the Property (including the Common Elements) necessary or desirable to consummate sales or rentals of Units, including, but not limited to, the right to maintain employees in the sales or rental office, and to show Units for sale or rent. The sales or rental office, the furniture and furnishings in the model Units, signs and all items pertaining to the sale or rental of Units by the Declarant shall not be considered Common Elements but shall remain the property of the Declarant. The right to consummate rentals of units and to maintain and start a rental or management office shall extend to any managing agent or rental agents employed by the nominees or designees of the Declarant. Such sales, rental or management office may also be utilized for the sale, rental or management of other residential units in the area for

so long as the Declarant shall own any portion of the Property, the property described in Exhibit "E" attached hereto and made a part hereof or any portion of the Development Area.

In furtherance of the rights granted Declarant in this Article 6, no act of omission or commission shall be taken by any Unit Owner, or the Council of Unit Owners, which, in the sole discretion of the Declarant, would infringe upon the Declarant's ability to sell or rent Units, including, without limitation, altering the design, location or appearance of any of the Common Elements, failing to maintain any portion of the Condominium in accordance with sound property management standards or otherwise detracting from the aesthetic nature of the Condominium established by the Declarant.

ARTICLE 7

Right to Expand Condominium

Section 7.1. Reservation of Right to Expand Condominium. The Declarant hereby reserves the right to expand the Condominium without the consent of the Unit Owners and to annex to the Property additional land and improvements thereon, provided that this reserved right shall terminate on the seventh (7th) anniversary after the date of the recordation of this Declaration and shall otherwise comply with the provisions of Section 11-120 of the Act. **Notwithstanding** the foregoing, Declarant shall be under no obligation to expand the Condominium and any such expansion shall be at Declarant's sole discretion.

Section 7.2. Conditions of Right to Expand Condominium.

(a) The land and the improvements now or hereafter to be located thereon which may be annexed to and made a part of the Condominium are described in Exhibit "E" attached hereto and made a part hereof.

(b) The total number of Units which may be contained in the Condominium is twenty-six (26); however, such Units may be added in stages.

(c) The Percentage Interest in the Common Elements, in the Common Expenses and Common Profits of the Council of Unit Owners and the number of votes appurtenant to any Unit following the addition of any group of Units to the Condominium shall be determined in accordance with the method set forth in Exhibit "D" attached hereto and made a part hereof. The Declarant shall set forth in a Supplementary Declaration at the time of such expansion the Percentage Interests and votes for all Units following the expansion, said figures to be computed in the manner set forth in Exhibit "D".

(d) The expansion of the Condominium shall not be effective until such time as there has been recorded among the Land Records for Baltimore County, Maryland (i) a Supplementary Declaration setting forth the new Percentage Interest in the

Common Elements and Percentage Interest in the Common Profits and Common Expenses appurtenant to each Unit and the vote appertaining thereto, and (ii) an amendment to the Condominium Plat setting forth with respect to the new property which has been added to the Condominium the information that is required to be shown upon the Condominium Plat, pursuant to Section 11-105 of the Act.

Section 7.3. Effect of Expansion. Upon the recordation of the Supplementary Declaration and amendment to the Condominium Plat, each Unit Owner shall automatically have the Percentage Interest in the Common Elements and Percentage Interest in the Common Profits and Common Expenses and the vote appurtenant to his Unit set forth in the Supplementary Declaration. The interest of each mortgagee, as that term is defined in the Act, shall attach by operation of law to the Percentage Interest in the Common Elements appurtenant to the Unit with respect to which it holds a lien. In addition, the assessments for the Common Expenses of the Condominium on each Unit listed on a Supplementary Declaration shall commence upon the recordation of such Supplementary Declaration.

Section 7.4. Power of Attorney. There is hereby reserved unto the Declarant (or such other party as may in writing be designated by the Declarant) an irrevocable Power of Attorney, coupled with an interest, for the purpose of reallocating the Percentage Interests and voting rights appurtenant to each of the Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article 7. Each Unit Owner and each mortgagee of a Unit shall be deemed to have acquiesced in amendments to this Declaration and in amendments to the Condominium Plat for the purpose of adding the aforesaid additional Units and Common Elements to the Condominium, as set forth above, and shall be deemed to have granted unto the Declarant (or such other party as may in writing be designated by the Declarant), an irrevocable Power of Attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such Unit Owner and mortgagee shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant and its successors or assigns, to properly accomplish such amendments.

Section 7.5. Future Improvements. Any improvements situated on property added to the Condominium in accordance with this Article 7 of the Declaration and the Act will be substantially completed prior to annexation and will be substantially consistent in terms of quality of construction and structure type with the initial improvements of the Condominium, unless otherwise approved by the Federal National Mortgage Association ("FNMA"). The Declarant reserves the right to modify the architectural type, style, size and floor plans of the Units and buildings within any property to be annexed within the Condominium.

Section 7.6. FHA Approval. So long as the Federal Housing Administration ("FHA") insures, or agrees to insure, loans made with respect to the sales of Units within the Condominium, no annexation of additional real property shall be made pursuant to this Article 7 of the Declaration except in accordance with a general plan for the expansion of the Condominium previously approved in writing by the FHA or, if no such general plan was approved by the FHA, except following the prior written approval of the FHA. FHA approval shall not be withheld if the additional real property to be annexed substantially conforms to the plan of expansion included as part of Exhibit "C" hereto and the other requirements of HUD Handbook 4265.1, Appendix 24, dated October, 1980, as amended (or other applicable HUD requirements), have been met. Failure to obtain such approval may result in the Units located within the annexed property not being eligible for FHA insured loans, but such failure shall not be deemed to preclude or be a waiver of the Declarant's right to annex additional real property within the jurisdiction of the Condominium.

ARTICLE 8
Miscellaneous

Section 8.1. Construction and Enforcement.

(a) The provisions hereof shall be liberally construed to achieve the purpose of creating a uniform plan for the operation of the Property as a Condominium. Enforcement of this Declaration, the Bylaws attached hereto and the Rules shall be by the Declarant, any Unit Owner and/or the Council of Unit Owners or its Board of Directors by any proceeding at law or in equity against any person or persons violating any of the same, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce any lien created hereby; and the failure or forbearance by the Council of Unit Owners or the Unit Owner of any Unit to enforce any of the Covenants and Restrictions herein or in the Bylaws or Rules shall in no event be deemed a waiver of the right to do so thereafter. The Unit Owners shall have the same rights of enforcement against the Council of Unit Owners as the Council of Unit Owners has against the Unit Owners.

(b) 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 provisions of this Declaration, the Bylaws attached hereto or the Rules, as amended from time to time, cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 8.2. Severability. Invalidation of any part of this Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 8.3. Captions. The captions contained in this Declaration are for convenience only, 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.

Section 8.4. Amendments. This Declaration may be amended only in accordance with the Act. Any amendment to this Declaration shall not become effective until such time as it has been recorded in the same manner as this Declaration among the Land Records of Baltimore County, Maryland. During the period the Declarant controls the Board of Directors of the Council of Unit Owners, any amendment of this Declaration or the Bylaws must receive the prior written consent of the Department of Veteran's Affairs ("VA") if any Unit is subject to a mortgage guaranteed by the VA.

Section 8.5. Consents. Notwithstanding any other provision of this Declaration, unless otherwise provided by statute (or in case of condemnation or insurable loss to the Units and/or Common Elements of the Condominium), neither the Declarant, the Council of Unit Owners nor the Board of Directors shall take any of the following actions unless the approvals indicated have been obtained:

(a) by act or omission, seek to abandon or terminate the Condominium project unless at least eighty percent (80%) of the Unit Owners (except in the case of a taking of all the Units by eminent domain under Section 11-112 of the Act) and at least sixty-seven percent (67%) of the Eligible Mortgage Holders (or at least fifty-one percent (51%) of such Eligible Mortgage Holders in the case of the substantial condemnation or substantial destruction of the Property) have given their prior written approval;

(b) change the pro-rata interest or obligations of any Unit unless all of the first mortgagees and all Unit Owners of the Units have given their prior written approval (except in connection with expansion of the Condominium pursuant to Article 7 hereof);

(c) provided that any Unit is then encumbered by a deed of trust or mortgage which is insured by the FHA or guaranteed by the VA, (i) amend or merge the Condominium regime with a successor Condominium regime, or (ii) construct units within the future phases, if any, of the Condominium which are inconsistent, in terms of quality of construction, with the Units presently within the Condominium, without prior written approval of the FHA and the Administrator of the VA;

(d) except as provided pursuant to the Act or other applicable law, or in case of condemnation or substantial loss to the Units and/or Common Elements, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission without the prior consent of two-thirds (2/3) of the first mortgagees (based on one (1) vote per first mortgage owned) or two-thirds (2/3) of the Unit Owners (other than the Declarant);

(e) except as provided pursuant to the Act or other applicable law, use hazard insurance proceeds for losses to any of the Property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Property and the improvements situated thereon without the prior written consent of two-thirds (2/3) of the first mortgagees (based on one (1) vote per first mortgage owned), or two-thirds (2/3) of the Unit Owners (other than the Declarant);

(f) restore or repair the Condominium after a partial condemnation other than substantially in accordance with the Declaration and the original plans and specifications, unless at least fifty-one percent (51%) of the Eligible Mortgage Holders (based on one (1) vote for each First Mortgage owned) have given their prior written approval;

(g) reallocate interests in the Common Elements after the partial destruction of the Condominium unless at least fifty-one percent (51%) of the Eligible Mortgage Holders have given their prior written approval; or

(h) unless the consent of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Council of Unit Owners are allocated (or such higher percentage as may otherwise be required by this Declaration or the Act) and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages or deeds of trust held by Eligible Mortgage Holders is obtained, amend any material provision of this Declaration, the Bylaws or Condominium Plats which establishes, provides for, governs or regulates any of the following:

- (i) Voting rights;
- (ii) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of such liens;
- (iii) Reductions in reserves for maintenance, repair and replacement of the Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Elements or rights to their use;
- (vi) Definition of Unit boundaries or the exclusive easement rights appertaining to Units;
- (vii) Convertibility of Units into Common Elements or of Common Elements into Units;
- (viii) Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Condominium;
- (ix) Hazard or fidelity insurance requirements;
- (x) Imposition of any restrictions on the leasing of Units;
- (xi) Imposition of any restrictions on the right of a Unit Owner to sell or transfer his or her Unit;

(xii) A decision by the Council of Unit Owners to establish self management if professional management has been required previously by this Declaration, the Bylaws or an Eligible Mortgage Holder;

(xiii) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in this Declaration, the Bylaws or the Act;

(xiv) Any action to terminate the Condominium after substantial destruction or condemnation occurs;

(xv) Any provisions that expressly benefit mortgage holders, insurers or guarantors of first mortgages; or

(xvi) Any provisions regarding the powers and duties of the Board of Directors or the Council of Unit Owners.

An amendment shall not be considered material for purposes of this Section 9.5(h) if such amendment is for purposes of correcting typographical errors or omissions, or is for purposes of clarification only.

Section 8.6. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned or transferred (exclusively or non-exclusively) by the Declarant to its successors and assigns (hereinafter referred to as an "Assignee") by an instrument in writing. Unless expressly otherwise agreed between the parties to any such assignment or transfer (i) the Declarant shall not assume or be responsible for any liabilities, warranties or obligations which have or may accrue to any such Assignee under this Declaration or pursuant to law in connection with such Assignee's development of any lot or parcel of land subject, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Units, Common Elements, buildings or other improvements constructed, or to be constructed, by or on behalf of any such Assignee, and (ii) such Assignee shall not assume or be responsible for any liabilities, warranties or obligations which have or may accrue to the Declarant under this Declaration or pursuant to law in connection with the development of any lot or parcel of land subject, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Units, Common Elements, buildings or other improvements constructed, or to be constructed, by or on behalf of the Declarant. Any such written assignment or transfer shall specify that the Assignee has the obligation to meet the registration and disclosure requirements of the Act regarding any Units, Common Elements, buildings or other improvements constructed, or to be constructed, by or on behalf of such Assignee.

Section 8.7. Declarant Reserved Rights. No amendment to this Declaration or the Bylaws may remove, revoke, modify or amend any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant under this Declaration or the Bylaws, or any provision of this Declaration or the Bylaws that otherwise inures to the benefit of the Declarant, without the prior written consent of the Declarant.

Section 8.8. Declarant's Power of Attorney. The Declarant hereby reserves for itself, its successors, transferees and assigns, for a period of ten (10) years from the date the first Unit is conveyed to an individual purchaser, or until it conveys title to the last Unit, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, Eligible Mortgage Holders, mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to this Declaration, the Bylaws or the Condominium Plat which may be so required by FNMA, FHA, VA, the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA") or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Condominium, or institutional lender or title insurance company designated by the Declarant.

(a) By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, Eligible Mortgage Holder, mortgagee or other lienholder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein.

(b) No such agreement, document, amendment, supplement or other instrument which adversely affects the value or substantially alters the floor plan of a Unit, or changes the Percentage Interest appurtenant to such Unit, or substantially increases the financial obligations of the Unit Owner, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without the prior written consent of the affected Unit Owner(s) and all owners of any mortgage(s) encumbering the Unit(s) owned by the affected Unit Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any mortgage which encumbers any Unit shall not be made without the prior written consent of the owners of all such mortgages.

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant, its successors, transferees and assigns until the initial conveyance of all Units planned to be within the Condominium or the expiration of same.

Section 8.9. Extraordinary Actions. Although the Board of Directors shall generally have broad powers to regulate, govern and manage the Condominium, the power to approve certain Extraordinary Actions shall remain vested in the Council of

Unit Owners. Any provision of this Declaration or the Bylaws to the contrary **notwithstanding**, the Board of Directors shall not be authorized to take any Extraordinary Actions without the affirmative vote of Unit Owners representing not less than sixty-seven percent (67%) of the Unit Owners present, in person or by proxy, and voting at any meeting of the Association. As used herein, the term "Extraordinary Actions" shall mean any and all actions taken by or on behalf of the Council of Unit Owners, including, without limitation, commencing or maintaining any litigation, arbitration or similar proceeding (except for routine common expense collection matters, or actions required to enforce the restrictions on use of Units, Rules or architectural controls set forth in Article 5 of the Bylaws) which would reasonably require the expenditure of funds in excess of Fifteen Thousand Dollars (\$15,000.00) in the aggregate during any fiscal year of the Association. However, Extraordinary Actions shall not be deemed to include actions by the Council of Unit Owners in connection with the normal care, upkeep, repair, maintenance or replacement of any of the existing Common Elements, including the establishment and utilization of reserves for the repair or replacement of existing Common Elements. Such actions with respect to the normal care, upkeep, repair, maintenance or replacement of any of the existing Common Elements shall be subject to Article 5, Sections 5.2, 5.3 and 5.4 of the Bylaws. Each planned expenditure of more than Ten Thousand Dollars (\$10,000.00) shall require the aforesaid consent of Unit Owners representing not less than sixty-seven percent (67%) of the Unit Owners present, in person or by proxy, and voting at any meeting of the Association.

Section 8.10. Cloisters at Charles Condominium Association. The Declarant has entered into a Common Use and Maintenance Agreement (the "Agreement") with the Cloisters at Charles Condominium Association which provides for the common use and maintenance of certain facilities located on the Cloisters at Charles Condominium Association property and under which Common Use and Maintenance Agreement the Cloisters at Charles III, A Condominium will assess against the Unit Owners certain costs attributable to the common maintenance of the shared facilities located on the Cloisters at Charles Condominium Association property including, but not limited to, the existing roads, landscaping and entry gate. The costs which are attributable to the shared facilities shall be assessed as part of the common expenses assessed against all Unit Owners in the Condominium. Notwithstanding any provisions contained in any Declaration or By-Laws recorded among the Land Records of Baltimore County by Cloisters Holdings to the contrary, all owners of any condominium unit established and declared by Cloisters Holdings shall be bound by the terms and conditions of the Agreement and no Condominium Association or Counsel of Unit Owners of any such condominium association established and declared by Cloisters Holdings shall be entitled to revoke or in any way (except as specified in the Agreement), unilaterally modify the terms and conditions of the Agreement.

Section 8.11. Anderson Easement - Rights, Limitations and Reservations. The Declarant has entered into a Declaration of Perpetual Easement and Quit Claim Deed with Mary Lee B. Anderson which is recorded among the Land Records of Baltimore County in Liber S.M. No. 21622, folio 689, which grants to Mary Lee B. Anderson an

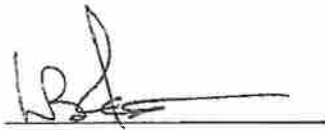
easement on the property owned by Declarant which is the subject of the within Declaration and is more particularly shown in the aforesaid Declaration of Perpetual Easement and Quit Claim Deed (the "Anderson Property Easement"). The Anderson Property Easement provides that the Anderson Property Easement is for the sole use of Mary Lee B. Anderson and shall not be used or entered upon by the condominium association or any owner of any condominium unit established and declared under the condominium regime. The Anderson Property Easement is located within the general common elements of the condominium regime as established by this Declaration and the Condominium Plats and shall remain in its natural state as passive open space and the Council of Unit Owners is prohibited from taking any action which will change or modify the Anderson Property Easement from its natural state as exists on the date of this Declaration. The Declarant reserves the right, without the consent of the Council of Unit Owners or the owner of any unit, whether prior to or after such time as control of the Association is turned over to the Unit Owners, to subdivide the Property described in this Declaration the property contained within the Anderson Property Easement by either a minor subdivision or a property line adjustment as is determined to be required by Baltimore County and to convey the property described in the Anderson Property Easement to Anderson in fee simple in accordance with the terms of an Agreement dated January 21, 2005 between Cloisters Holdings and Anderson. In the event that the Declarant has not exercised the rights reserved in this provision to subdivide the property contained within the Anderson Property Easement and the Declarant has ceased its existence, then the Council of Unit Owners shall be entitled to exercise the rights of the Declarant to subdivide the property contained within the Anderson Property Easement and convey the same to Anderson in fee simple and the action of the Council of Unit Owners shall require the approval of only a majority of the then existing Board of Directors of the Council of Unit Owners of the Condominium.

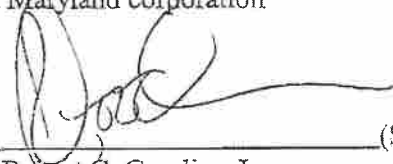
IN WITNESS WHEREOF, the Declarant has caused this writing to be executed and delivered in its name and on its behalf on the day and year first above written.

ATTEST:


DECLARANT:

CLOISTERS HOLDINGS, LTD.,
a Maryland corporation



BY:  (SEAL)
Robert C. Goodier, Jr.
President

Reviewed for compliance with
Baltimore County Code
Section(s) 32-4-211(c) only.
Not reviewed for compliance
with any other Baltimore County
requirements.


Assistant County Attorney
Baltimore County Office of Law

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 29th day of January, 2007 before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. Goodier, Jr., the President of Cloisters Holdings, LTD. and he, being known to me (or satisfactorily proven) acknowledged that he executed the within and foregoing Declaration in his capacity as the President of said corporation as the act and deed of said corporation for the uses and purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.



Notary Public

My Commission Expires: 9-8-2010



DECLARANT'S CERTIFICATION

I HEREBY AFFIRM under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article of the Annotated Code of Maryland, if applicable, have been fulfilled.

WITNESS OR ATTEST:

CLOISTERS HOLDINGS, LTD., a
Maryland corporation

Robert C. Goodier, Jr.

BY: *Robert C. Goodier, Jr.* (SEAL)
Robert C. Goodier, Jr.
President

ATTORNEY'S CERTIFICATE

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

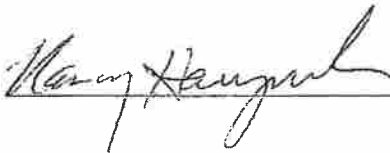
Laurence B. Raber
Laurence B. Raber

LENDER AGREEMENT

JOHN D. LONG, Sole Acting Trustee, and MERCANTILE MORTGAGE CORPORATION, a Maryland corporation, who are, respectively, the trustee and beneficiary under an Indemnity Deed of Trust and Security Agreement dated August 19, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 22428, folio 352; an Indemnity Deed of Trust and Security Agreement dated May 31, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 21971, folio 691; and an Indemnity Deed of Trust and Security Agreement dated December 26, 2006 and recorded among the Land Records of Baltimore County in Liber S.M. No. 24985, folio 301 (the "Deeds of Trust"), (a) join in this Declaration to subject to the Condominium Regime, and the legal effect hereof, all of the right, title and interest under the Deeds of Trust in Unit Numbers 41-44 as shown on the Plat entitled "The Cloisters at Charles III, Phase I - Units 41 Thru 44", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. ____, folio ____; and (b) agree that, by this Declaration, their interest in such real property under the Deeds of Trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in each Unit and its Common Elements Percentage, all as set forth in The Cloisters at Charles III, A Condominium Declaration. Nothing in this Lender Agreement shall create between Cloisters Holdings, Ltd. and any such Person any relationship or partnership or association.

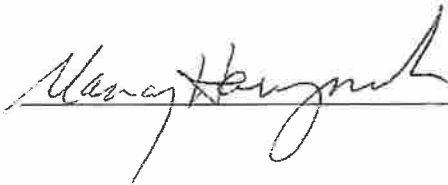
IN WITNESS WHEREOF, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives, this 7 day of February, 2007.


WITNESS/ATTEST:





MERCANTILE MORTGAGE CORPORATION





John D. Long, Senior Vice President

0025230 300

EXHIBIT A

(Legal Description)



christopher consultants
 engineering · surveying · land planning

Exhibit A
Metes and Bounds Description of Phase One
A 84,722 Square Foot or 1.9450 Acre Parcel
The Cloisters at Charles III, a Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

Beginning for the same at a point 44.40 feet from the beginning of the North 42° 04' 56" West 203.18 foot line as shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland, in Plat Book 78, Page 90. Thence leaving said point and running with and binding on a portion of said 203.18 foot line, a common line between said plat and the "Plat of Lot 1 and Lot 2, The Cloisters At Charles" recorded among the aforesaid Land Records at Plat Book 61, Page 56, as now surveyed, and referring all bearings of this description to the Maryland State Plane Coordinates System as indicated on said plat,

B1- North 42° 04' 56" West 24.02 feet, thence leaving said common line and running through said Section III for a new line of division for Phase One, along a private road, the following 25 courses and distances,

B2- North 45° 49' 29" East 34.48 feet, thence

C2- Northeasterly 107.19 feet along the arc of a tangent curve deflecting to the right, having a radius of 262.00 feet and a chord bearing and distance of **North 57° 32' 43" East 106.44 feet**, thence

B3- North 69° 15' 57" East 342.40 feet, thence

C3- Northeasterly 85.94 feet along the arc of a tangent curve deflecting to the left, having a radius of 188.00 feet and a chord bearing and distance of **North 56° 10' 10" East 85.20 feet**, thence

C4- Northeasterly 79.47 feet along the arc of a tangent curve deflecting to the right, having a radius of 187.00 feet and a chord bearing and distance of **North 55° 14' 55" East 78.88 feet**, thence

B4- North 67° 25' 26" East 101.85 feet, thence

C5- Northeasterly 78.60 feet along the arc of a tangent curve deflecting to the left, having a radius of 75.00 feet and a chord bearing and distance of **North 37° 19' 56" East 75.05 feet**, thence

C6- Northwesterly 68.57 feet along the arc of a tangent curve deflecting to the left, having a radius of 85.00 feet and a chord bearing and distance of **North 15° 48' 38" West 66.73 feet**, thence

christopher consultants, ltd.
 7172 columbia gateway drive, suite 100
 columbia, maryland 21046

voice 410.872.8690
 fax 410.872.8693
 web site www.christopherconsultants.com

- B5- North 38° 51' 42" West 91.94 feet, thence
- C7- Northwesterly 7.85 feet along the arc of a tangent curve deflecting to the left, having a radius of 5.00 feet and a chord bearing and distance of North 83° 51' 42" West 7.07 feet, thence
- B6- South 51° 08' 18" West 13.00 feet, thence
- B7- North 38° 51' 42" West 14.57 feet, thence
- C8- Northwesterly 11.92 feet along the arc of a tangent curve deflecting to the right, having a radius of 217.00 feet and a chord bearing and distance of North 37° 17' 15" West 11.92 feet, thence
- B8- North 54° 17' 12" East 13.06 feet, thence
- C10- Northwesterly 86.09 feet along the arc of a tangent curve deflecting to the right, having a radius of 199.00 feet and a chord bearing and distance of North 21° 54' 55" West 85.42 feet, thence
- B9- North 09° 31' 18" West 49.16 feet, thence
- C11- Northwesterly 7.85 feet along the arc of a tangent curve deflecting to the left, having a radius of 5.00 feet and a chord bearing and distance of North 54° 31' 18" West 7.07 feet, thence
- B10- South 80° 28' 42" West 13.00 feet, thence
- B11- North 09° 31' 18" West 25.50 feet, thence
- B12- North 80° 28' 42" East 13.00 feet, thence
- C12- Northeasterly 7.85 feet along the arc of a tangent curve deflecting to the left, having a radius of 5.00 feet and a chord bearing and distance of North 35° 28' 42" East 7.07 feet, thence
- B13- North 09° 31' 18" West 3.24 feet, thence
- C13- Northwesterly 54.30 feet along the arc of a tangent curve deflecting to the right, having a radius of 224.00 feet and a chord bearing and distance of North 02° 34' 39" West 54.17 feet, thence
- C14- Northeasterly 74.13 feet along the arc of a non-tangent curve deflecting to the right, having a radius of 124.00 feet and a chord bearing and distance of North 21° 29' 35" East 73.03 feet, thence leaving said private road and running through said portion of Section III

North 54° 10' 49" West 143.96 feet to a point on the Northern boundary line of the aforesaid plat, said point being at the end of the North 40° 02' 42" East 97.89 foot line, thence running with and binding on the common boundary line between "A Portion of Section III, Cloisters At Charles" and the property of Sheppard & Enoch Pratt Foundation, Inc. recorded in the aforesaid Land Records in Liber 14462, Folio 721, the six following courses and distances

B14- North 45° 59' 12" East 70.25 feet, thence

B15- North 29° 23' 10" East 43.24 feet, thence

B16- North 47° 19' 48" East 52.17 feet, thence

B17- North 65° 28' 22" East 36.20 feet, thence

B18- North 49° 32' 50" East 30.92 feet, and thence

B19- North 36° 21' 58" East 84.57 feet to the northeastern most point on the aforesaid plat, said point also being the beginning of the South 13° 44' 44" East 876.62 foot line, thence running with and binding on a portion of said line

South 13° 44' 44" East 313.96 feet, thence leaving said line and running through said portion of Section III

B20- South 76° 15' 16" West 50.38 feet to a point on said private road, thence running with and binding on said private road the following 35 courses and distances

B21- North 48° 59' 29" West 13.28 feet, thence

C15- Southwesterly 7.30 feet along the arc of a tangent curve deflecting to the left, having a radius of 5.00 feet and a chord bearing and distance of South 89° 11' 54" West 6.67 feet, thence

C16- Southwesterly 51.43 feet along the arc of a tangent curve deflecting to the right, having a radius of 40.00 feet and a chord bearing and distance of South 84° 13' 07" West 47.96 feet, thence

C17- Southwesterly 40.82 feet along the arc of a tangent curve deflecting to the left, having a radius of 30.00 feet and a chord bearing and distance of South 82° 04' 24" West 37.74 feet, thence

C18- Southwesterly 67.60 feet along the arc of a tangent curve deflecting to the left, having a radius of 100.00 feet and a chord bearing and distance of South 23° 43' 55" West 66.32 feet, thence

C19- Southeasterly 48.48 feet along the arc of a tangent curve deflecting to the left, having a radius of 200.00 feet and a chord bearing and distance of South 02° 34' 39" East 48.36 feet, thence

- B22- South 09° 31' 18" East 79.88 feet, thence
- C20- Southeasterly 7.85 feet along the arc of a tangent curve deflecting to the left, having a radius of 5.00 feet and a chord bearing and distance of South 54° 31' 18" East 7.07 feet, thence
- B23- North 80° 28' 42" East 13.00 feet, thence
- B24- South 09° 31' 18" East 3.02 feet, thence
- C21- Southeasterly 47.98 feet along the arc of a tangent curve deflecting to the left, having a radius of 157.00 feet and a chord bearing and distance of South 18° 16' 34" East 47.79 feet, thence
- B25- South 62° 58' 10" West 12.93 feet, thence
- C22- Southwesterly 8.00 feet along the arc of a tangent curve deflecting to the left, having a radius of 5.00 feet and a chord bearing and distance of South 17° 07' 36" West 7.17 feet, thence
- C23- Southeasterly 30.99 feet along the arc of a tangent curve deflecting to the left, having a radius of 175.00 feet and a chord bearing and distance of South 33° 47' 20" East 30.95 feet, thence
- B26- South 38° 51' 42" East 97.81 feet, thence
- C24- Southeasterly 7.85 feet along the arc of a tangent curve deflecting to the left, having a radius of 5.00 feet and a chord bearing and distance of South 83° 51' 42" East 7.07 feet, thence
- B27- North 51° 08' 18" East 13.00 feet, thence
- B28- South 38° 51' 42" East 8.70 feet, thence
- C25- Southeasterly 19.57 feet along the arc of a tangent curve deflecting to the right, having a radius of 127.00 feet and a chord bearing and distance of South 34° 26' 48" East 19.55 feet, thence
- B29- South 59° 58' 06" West 13.11 feet, thence
- C26- Southwesterly 7.63 feet along the arc of a tangent curve deflecting to the left, having a radius of 5.00 feet and a chord bearing and distance of South 16° 13' 31" West 6.91 feet, thence
- C27- Southeasterly 65.95 feet along the arc of a tangent curve deflecting to the right, having a radius of 109.00 feet and a chord bearing and distance of South 10° 11' 10" East 64.94 feet, thence

- C28- **Southwesterly 42.18 feet** along the arc of a tangent curve deflecting to the right, having a radius of **99.00 feet** and a chord bearing and distance of **South 19° 20' 35" West 41.86 feet**, thence
- C29- **Southeasterly 7.61 feet** along the arc of a tangent curve deflecting to the left, having a radius of **5.00 feet** and a chord bearing and distance of **South 12° 04' 23" East 6.90 feet**, thence
- B30- **South 55° 41' 43" East 13.12 feet**, thence
- C30- **Southwesterly 40.18 feet** along the arc of a tangent curve deflecting to the right, having a radius of **117.00 feet** and a chord bearing and distance of **South 44° 08' 37" West 39.99 feet**, thence
- B31- **North 36° 01' 04" West 13.12 feet**, thence
- C31- **Northwesterly 7.61 feet** along the arc of a tangent curve deflecting to the left, having a radius of **5.00 feet** and a chord bearing and distance of **North 79° 38' 24" West 6.90 feet**, thence
- C32- **Southwesterly 18.46 feet** along the arc of a tangent curve deflecting to the right, having a radius of **99.00 feet** and a chord bearing and distance of **South 62° 04' 51" West 18.44 feet**, thence
- B32- **South 67° 25' 26" West 101.85 feet**, thence
- C33- **Southwesterly 69.27 feet** along the arc of a tangent curve deflecting to the left, having a radius of **163.00 feet** and a chord bearing and distance of **South 55° 14' 55" West 68.75 feet**, thence
- C34- **Southwesterly 96.91 feet** along the arc of a tangent curve deflecting to the right, having a radius of **212.00 feet** and a chord bearing and distance of **South 56° 10' 10" West 96.07 feet**, thence
- B33- **South 69° 15' 57" West 342.40 feet**, thence
- C35- **Southwesterly 97.37 feet** along the arc of a tangent curve deflecting to the left, having a radius of **238.00 feet** and a chord bearing and distance of **South 57° 32' 43" West 96.69 feet**, thence
- B34- **South 45° 49' 29" West 35.36 feet** to the place of beginning.

Containing 84,722 square feet, or 1.9450 acres, more or less, within the boundaries of this description.

Being a part of "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005, and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90.

0025230 300

I hereby certify that this metes and bounds description was personally prepared by me or that I was in responsible charge over its preparation, and the surveying work reflected in it, and that this description is in compliance with Comar section 09.13.06.08 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors.

Alan Vincent Burke, Jr.

Alan Vincent Burke, Jr.
Professional Land Surveyor, Md. No. 10946



2-7-07

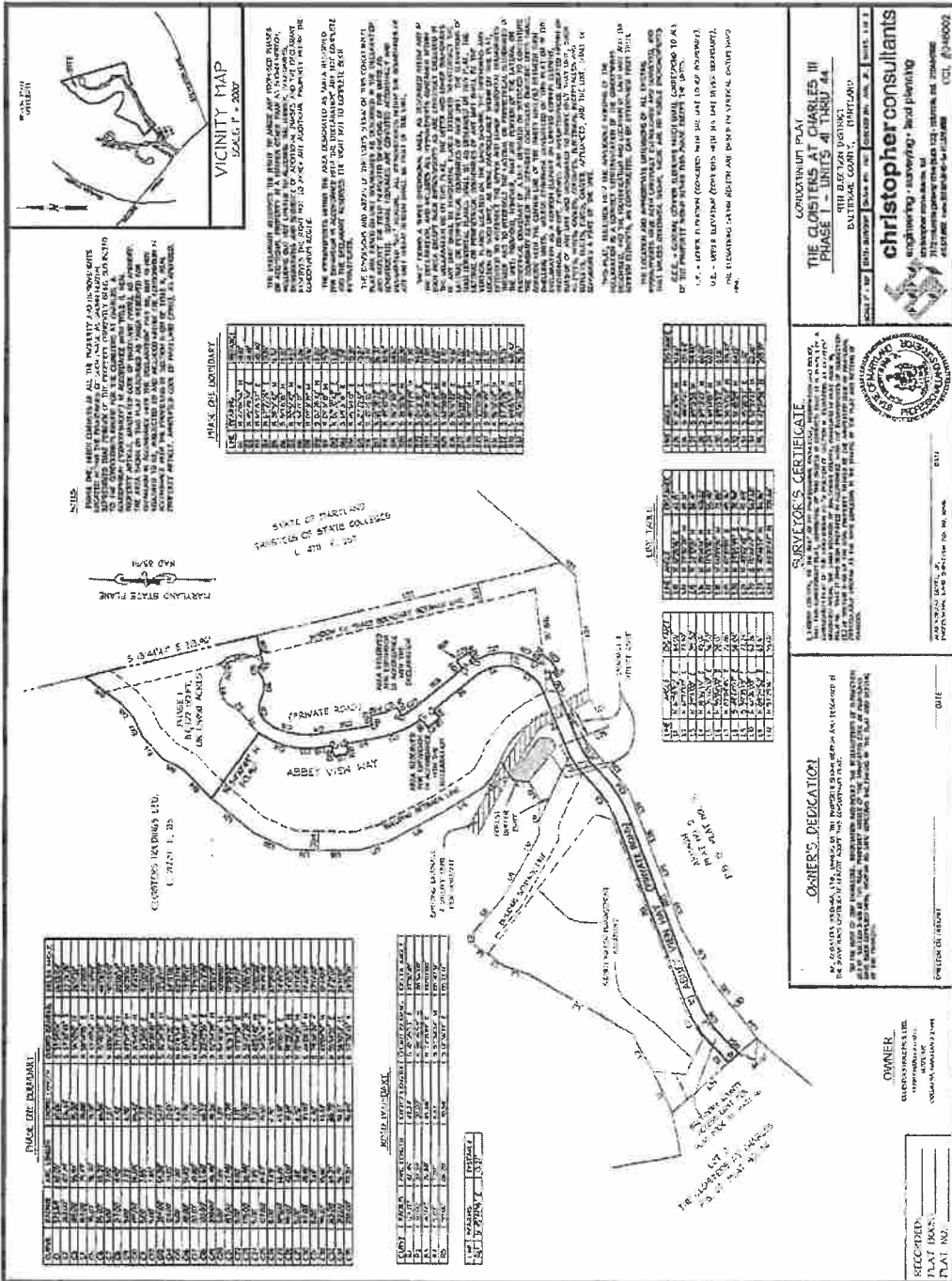
EXHIBIT B

(Bylaws)

025230 354

EXHIBIT C

(Condominium Plat - Phase 1)



NOTE: THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

PLANS DIE PARADISE

NO.	AREA	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
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PLANS DIE PARADISE

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PLANS DIE PARADISE

NO.	AREA	DESCRIPTION	AREA (SQ. M)	PERCENTAGE
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OWNER'S DECLARATION

I, the undersigned, being the owner of the property described in the above plan, do hereby declare that the same is intended to be used as a residential development and that the same is to be used in accordance with the provisions of the relevant laws and regulations.

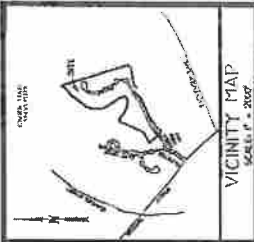
SURVIVOR'S CERTIFICATE

I, the undersigned, being the survivor of the property described in the above plan, do hereby certify that the same is intended to be used as a residential development and that the same is to be used in accordance with the provisions of the relevant laws and regulations.

christopher consultants

engineering - surveying - land planning

112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 88

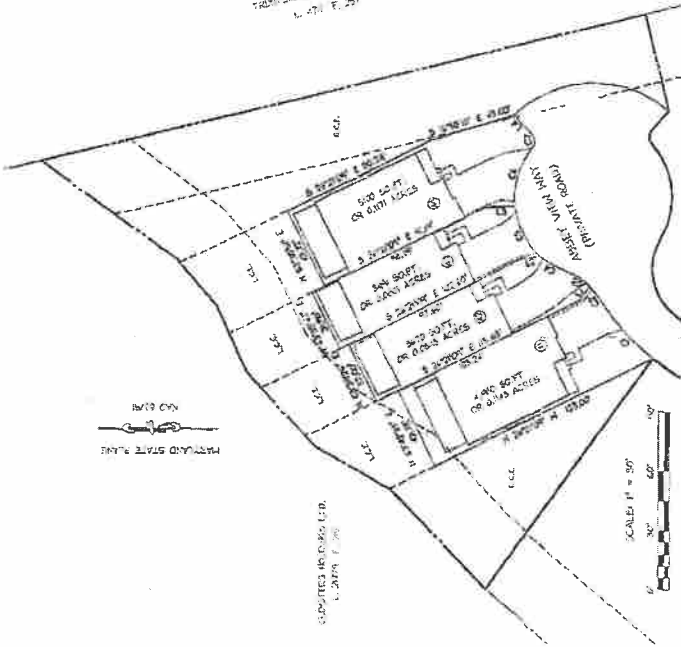
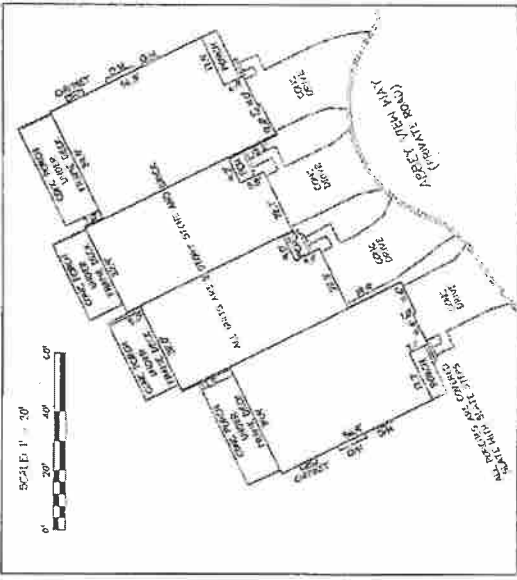


CURVE DATA

STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
1+00.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+10.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+20.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+30.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+40.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+50.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+60.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+70.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+80.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+90.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
2+00.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'

LINE TABLE

STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
1+00.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+10.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+20.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+30.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+40.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+50.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+60.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+70.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+80.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
1+90.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'
2+00.00	122.00'	122.00'	122.00'	122.00'	122.00'	122.00'



CONDOMINIUM PLAN
THE CLOISTERS AT CHURCH III
PHASE III
 100 ELECTRA DRIVE
 BALTIMORE COUNTY, MARYLAND

OWNER'S DEDICATION
 THE UNDERSIGNED, THE STATE OF MARYLAND, DO HEREBY DEDICATE AND CONVEY TO THE PUBLIC THE FOLLOWING DESCRIBED PROPERTY TO BE USED AS A PUBLIC HIGHWAY AND TO BE MAINTAINED AS SUCH BY THE STATE OF MARYLAND.

OWNER'S CERTIFICATE
 I, the undersigned, being duly qualified, do hereby certify that the above described property is a public highway and is to be maintained as such by the State of Maryland.

RECORDED
PLAT BOOK
PLAT NO.

christopher consultants
 engineering • surveying • land planning
 11111 WOODBURN ROAD, SUITE 100
 BALTIMORE, MARYLAND 21286
 TEL: 410-580-0002



OWNER
 CHRISTOPHER CONSULTANTS
 11111 WOODBURN ROAD, SUITE 100
 BALTIMORE, MARYLAND 21286

RECORDED
PLAT BOOK
PLAT NO.

EXHIBIT D

**THE CLOISTERS AT CHARLES III, A CONDOMINIUM
PHASE 1 - 4 UNITS
SCHEDULE OF PERCENTAGE INTERESTS AND VOTES**

<u>UNIT NUMBER</u>	<u>PERCENTAGE INTEREST</u>	<u>VOTES</u>
41	25%	1
42	25%	1
43	25%	1
44	<u>25%</u>	<u>1</u>
Total:	100%	4

In Section 7.1 of this Declaration, the Declarant has reserved the right to expand the Condominium in accordance with Section 11-120 of the Act. If the Condominium is expanded to include additional Units, then the Percentage Interests appurtenant to the Units previously subjected to the condominium regime, as well as the Percentage Interests for the additional Units which are being added to the condominium regime, will be computed as follows:

Determine the total number of Units in the Condominium, including those already in the condominium regime, as well as those which are being added. The Percentage Interest appurtenant to each Unit within the Condominium can then be calculated using the following formula (subject to one or more Units having a slightly different Percentage Interest for rounding purposes):

$$\text{Percentage Interest} = 100 \div \text{Total Number of Units within the Condominium}$$

As an example, assume (solely for purposes of this example) that two (2) Units are added in Phase 2, such that the total number of Units in the Condominium would be four (4). The Percentage Interest appurtenant to each Unit upon completion of Phase 2 would be computed as follows:

$$\text{Percentage Interest: } 100 \div 4 = 25\%$$

The practical effect of adding additional phases is that the Percentage Interest appurtenant to each Unit is reduced, while the Condominium gets proportionately larger. Based on the foregoing, the maximum Percentage Interest for each Unit within the Condominium will be 50%. If the Condominium is expanded to include a total of twenty-six (26) Units, the minimum Percentage Interest for each Unit within the Condominium would be 16.6666%. The Declarant reserves the right to change the maximum and/or minimum Percentage Interests for Units within the Condominium in the

event that Phase 1 of the Condominium, or the Condominium as fully expanded, should contain more or less than the foregoing number of Units.

Each Unit, whether presently within the Condominium or subsequently added by expansion, shall always have one (1) vote in the Council of Unit Owners.

0025230 359

EXHIBIT E

(Legal Description - Expansion Area)

P:\LLS\WPDATA\cloisters at charles iii.declaration.wpd

0025230 360



christopher consultants
engineering • surveying • land planning

Exhibit B
Metes and Bounds Description of Areas Reserved for Expansion
The Cloisters At Charles III, A Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

Expansion Area 1 - South and Eastern Portion
124,254 Square Feet or 2.8525 Acres

Beginning for the same at a point at the Southwestern most corner of a parcel of land shown on a plat entitled "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90, said point being the beginning of the North 42° 04' 56" West 203.18 foot line. Thence running with and binding on a portion of said line, as now surveyed, and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat,

North 42° 04' 56" West 44.40 feet, thence leaving said line and running through a portion of Section III and binding reversely on the southern line of a private road the following 34 courses

B34- **North 45° 49' 29" East 35.36 feet**, thence

C35- **Northeasterly 97.37 feet** along the arc of a tangent curve deflecting to the right, having a radius of 238.00 feet and a chord bearing and distance of **North 57° 32' 43" East 96.69 feet**, thence

B33- **North 69° 15' 57" East 342.40 feet**, thence

C34- **Northeasterly 96.91 feet** along the arc of a tangent curve deflecting to the left, having a radius of 212.00 feet and a chord bearing and distance of **North 56° 10' 10" East 96.07 feet**, thence

C33- **Northeasterly 69.27 feet** along the arc of a tangent curve deflecting to the right, having a radius of 163.00 feet and a chord bearing and distance of **North 55° 14' 55" East 68.75 feet**

B32- **North 67° 25' 26" East 101.85 feet**, thence

C32- **Northeasterly 18.46 feet** along the arc of a tangent curve deflecting to the left, having a radius of 99.00 feet and a chord bearing and distance of **North 62° 04' 51" East 18.44 feet**, thence

C31- **Southeasterly 7.61 feet** along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of **South 79° 38' 24" East 6.90 feet**, thence

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- B31- South 36° 01' 04" East 13.12 feet, thence
- C30- Northeasterly 40.18 feet along the arc of a tangent curve deflecting to the left, having a radius of 117.00 feet and a chord bearing and distance of North 44° 08' 37" East 39.99 feet, thence
- B30- North 55° 41' 43" West 13.12 feet, thence
- C29- Northwesterly 7.61 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of North 12° 04' 23" West 6.90 feet, thence
- C28- Northeasterly 42.18 feet along the arc of a tangent curve deflecting to the left, having a radius of 99.00 feet and a chord bearing and distance of North 19° 20' 35" East 41.86 feet, thence
- C27- Northwesterly 65.95 feet along the arc of a tangent curve deflecting to the left, having a radius of 109.00 feet and a chord bearing and distance of North 10° 11' 10" West 64.94 feet, thence
- C26- Northeasterly 7.63 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of North 16° 13' 31" East 6.91 feet, thence
- B29- North 59° 58' 06" East 13.11 feet, thence
- C25- Northwesterly 19.57 feet along the arc of a tangent curve deflecting to the left, having a radius of 127.00 feet and a chord bearing and distance of North 34° 26' 48" West 19.55 feet, thence
- B28- North 38° 51' 42" West 8.70 feet, thence
- B27- South 51° 08' 18" West 13.00 feet, thence
- C24- Northwesterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of North 83° 51' 42" West 7.07 feet, thence
- B26- North 38° 51' 42" West 97.81 feet, thence
- C23- Northwesterly 30.99 feet along the arc of a tangent curve deflecting to the right having a radius of 175.00 feet and a chord bearing and distance of North 33° 47' 20" West 30.95 feet, thence
- C22- Northeasterly 8.00 feet along the arc of a tangent curve deflecting to the right having a radius of 5.00 feet and a chord bearing and distance of North 17° 07' 36" East 7.17 feet, thence
- B25- North 62° 58' 10" East 12.93 feet, thence

- C21- **Northwesterly 47.98 feet** along the arc of a tangent curve deflecting to the right, having a radius of **157.00 feet** and a chord bearing and distance of **North 18° 16' 34" West 47.79 feet**, thence
- B24- **North 09° 31' 18" West 3.02 feet**, thence
- B23- **South 80° 28' 42" West 13.00 feet**, thence
- C20- **Northwesterly 7.85 feet** along the arc of a tangent curve deflecting to the right, having a radius of **5.00 feet** and a chord bearing and distance of **North 54° 31' 18" West 7.07 feet**, thence
- B22- **North 09° 31' 18" West 79.88 feet**, thence
- C19- **Northwesterly 48.48 feet** along the arc of a tangent curve deflecting to the right, having a radius of **200.00 feet** and a chord bearing and distance of **North 02° 34' 39" West 48.36 feet**, thence
- C18- **Northeasterly 67.60 feet** along the arc of a tangent curve deflecting to the right, having a radius of **100.00 feet** and a chord bearing and distance of **North 23° 43' 55" East 66.32 feet**, thence
- C17- **Northeasterly 40.82 feet** along the arc of a tangent curve deflecting to the right, having a radius of **30.00 feet** and a chord bearing and distance of **North 82° 04' 24" East 37.74 feet**, thence
- C16- **Northeasterly 51.43 feet** along the arc of a tangent curve deflecting to the left, having a radius of **40.00 feet** and a chord bearing and distance of **North 84° 13' 07" East 47.96 feet**, thence
- C15- **Northeasterly 7.30 feet** along the arc of a tangent curve deflecting to the right, having a radius of **5.00 feet** and a chord bearing and distance of **North 89° 11' 54" East 6.67 feet**, and thence
- B21- **South 48° 59' 29" East 13.28 feet**, thence leaving said private road and running through said portion of Section III
- B20- **North 76° 15' 16" East 50.38 feet** to a point on the **South 13° 44' 44" East 876.62** foot line of said plat, said point being **313.96 feet** from the beginning thereof, thence running with and binding on the remaining portion of said line
- L22- **South 13° 44' 44" East 562.66 feet**, thence running with and binding on the next 13 lines of said plat
- L23- **South 40° 46' 14" West 34.36 feet**, thence
- L24- **South 83° 20' 47" West 226.66 feet**, thence

- C1- **Southwesterly 60.08 feet** along the arc of a tangent curve deflecting to the right, having a radius of **573.69 feet** and a chord bearing and distance of **South 53° 59' 04" West 60.06 feet**, thence
- L25- **North 21° 16' 39" West 51.63 feet**, thence
- L26- **South 48° 47' 41" West 127.64 feet**, thence
- L27- **South 69° 13' 33" West 59.99 feet**, thence
- L28- **South 69° 13' 47" West 60.00 feet**, thence
- L29- **South 69° 14' 01" West 60.01 feet**, thence
- L30- **South 69° 13' 37" West 87.11 feet**, thence
- L31- **South 58° 57' 03" West 109.32 feet**, thence
- L32- **South 51° 48' 39" West 64.13 feet**, thence
- L33- **South 45° 00' 57" East 1.02 feet**, and thence
- L34- **South 52° 39' 42" West 62.40 feet**, to the place of beginning.

Containing 124,254 square feet, or 2.8525 acres of land, more or less within the boundaries of this description.

Expansion Area 2 - North and Western Portion
222,148 Square Feet or 5.0998 Acres

Beginning for the same at a point 68.42 feet from the beginning of the North 42° 04' 56" West 203.18 foot line as shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90, thence leaving said point and running with and binding on the remainder of said 203.18 foot line, a common line between said plat and the "Plat of Lot 1 and Lot 2, The Cloisters At Charles" recorded among the aforesaid Land Records at Plat Book 61, Page 56, as now surveyed, and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat,

North 42° 04' 56" West 134.76 feet, thence running with and binding on the next 21 lines of said plat

- L1- **North 61° 58' 52" East 84.02 feet**, thence
- L2- **North 61° 27' 00" East 77.50 feet**, thence
- L3- **North 29° 11' 00" East 215.50 feet**, thence

- L4- North 18° 02' 00" East 45.00 feet, thence
 L5- North 35° 00' 00" East 36.50 feet, thence
 L6- North 35° 04' 00" East 28.13 feet, thence
 L7- North 82° 04' 45" East 22.85 feet, thence
 L8- South 49° 44' 07" East 86.04 feet, thence
 L9- South 59° 35' 13" East 77.24 feet, thence
 L10- South 61° 26' 00" East 52.36 feet, thence
 L11- North 89° 29' 52" East 63.11 feet, thence
 L12- North 57° 29' 16" East 35.02 feet, thence
 L13- North 10° 25' 16" East 43.15 feet, thence
 L14- North 22° 32' 20" West 45.51 feet, thence
 L15- North 32° 10' 21" West 86.41 feet, thence
 L16- North 28° 14' 14" West 108.82 feet, thence
 L17- North 17° 03' 16" West 55.48 feet, thence
 L18- North 00° 19' 26" west 73.85 feet, thence
 L19- North 02° 10' 03" East 49.76 feet, thence
 L20- North 24° 55' 45" East 70.94 feet, and thence
 L21- North 40° 02' 42" East 97.89 feet, thence leaving said line and running through a portion of Section III

South 54° 10' 49" East 143.96 feet to a point on the northern boundary of a private road, thence running with and binding reversely on said private road the following 25 courses and distances

- C14- Southwesterly 74.13 feet along the arc of a non-tangent curve deflecting to the left, having a radius of 124.00 feet and a chord bearing and distance of South 21° 29' 35" West 73.03 feet, thence
 C13- Southeasterly 54.30 feet along the arc of a tangent curve deflecting to the left, having a radius of 224.00 feet and a chord bearing and distance of South 02° 34' 39" East 54.17 feet, thence

- B13- South 09° 31' 18" East 3.24 feet, thence
- C12- Southwesterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 35° 28' 42" West 7.07 feet, thence
- B12- South 80° 28' 42" West 13.00 feet, thence
- B11- South 09° 31' 18" East 25.50 feet, thence
- B10- North 80° 28' 42" East 13.00 feet, thence
- C11- Southeasterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 54° 31' 18" East 7.07 feet, thence
- B9- South 09° 31' 18" East 49.16 feet, thence
- C10- Southeasterly 86.09 feet along the arc of a tangent curve deflecting to the left, having a radius of 199.00 feet and a chord bearing and distance of South 21° 54' 55" East 85.42 feet, thence
- C9- Southwesterly 7.73 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 09° 59' 20" West 6.98 feet, thence
- B8- South 54° 17' 12" West 13.06 feet, thence
- C8- Southeasterly 11.92 feet along the arc of a tangent curve deflecting to the left, having a radius of 217.00 feet and a chord bearing and distance of South 37° 17' 15" East 11.92 feet, thence
- B7- South 38° 51' 42" East 14.57 feet, thence
- B6- North 51° 08' 18" East 13.00 feet, thence
- C7- Southeasterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 83° 51' 42" East 7.07 feet, thence
- B5- South 38° 51' 42" East 91.94 feet, thence
- C6- Southeasterly 68.57 feet along the arc of a tangent curve deflecting to the right, having a radius of 85.00 feet and a chord bearing and distance of South 15° 48' 38" East 66.73 feet, thence
- C5- Southwesterly 78.60 feet along the arc of a tangent curve deflecting to the right, having a radius of 75.00 feet and a chord bearing and distance of South 37° 19' 56" West 75.05 feet, thence

0025230 66

B4- South 67° 25' 26" West 101.85 feet, thence

C4- Southwesterly 79.47 feet along the arc of a tangent curve deflecting to the left, having a radius of 187.00 feet and a chord bearing and distance of South 55° 14' 55" West 78.88 feet, thence

C3- Southwesterly 85.94 feet along the arc of a tangent curve deflecting to the right, having a radius of 188.00 feet and a chord bearing and distance of South 56° 10' 10" West 85.20 feet, thence

B3- South 69° 15' 57" West 342.40 feet, thence

C2- Southwesterly 107.19 feet along the arc of a tangent curve deflecting to the left, having a radius of 262.00 feet and a chord bearing and distance of South 57° 32' 43" West 106.44 feet, and thence

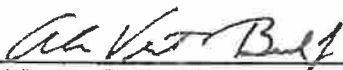
B2- South 45° 49' 29" West 34.48 feet to the place of beginning.

Containing 222,148 square feet, or 5.0998 acres of land, more or less, within the boundaries of this description.

Being a part of "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90.

I hereby certify that this metes and bounds description was personally prepared by me or that I was in responsible charge over its preparation, and the surveying work reflected in it, and that this description is in compliance with Comar section 09.13.06.08 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors.




Alan Vincent Burke, Jr.
Professional Land Surveyor Md. No. 10946

2-7-07
Date

Exhibit - E

0025230 368

CIRCUIT COURT OF MARYLAND FOR BALTIMORE COUNTY


CLOISTERS AT CHARLES III,
A Condominium

* * * * *

ORDER

Upon consideration of the untimely closing of the Courthouse on February 20, 2007, due to a power outage, it is the 21st day of February, 2007, hereby

ORDERED, that the Clerk of the Court shall accept for recording among the Land Records of Baltimore County as of February 20, 2007, the condominium plat entitled "The Cloisters at Charles III, Phase I - Units 41 thru 44" and the condominium declaration for the Cloisters at Charles III, A Condominium despite these documents being presented for recording on February 21, 2007


Judge

William E. Allen, Chief Deputy Clerk

SUPPLEMENTARY DECLARATION
CLOISTERS AT CHARLES III. A CONDOMINIUM

ON FILE
Mar 14, 2007 00:39 PM

THIS SUPPLEMENTARY DECLARATION, made and entered into this 17th day of April, 2007, by CLOISTERS HOLDINGS, LTD., a Maryland corporation (hereinafter and in the exhibits attached hereto sometimes called the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon (hereinafter called the "Additional Property"), located in Baltimore County, Maryland, and more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, prior to the recordation hereof, the Declarant recorded among the Land Records of Baltimore County, Maryland on January 30, 2007, in Liber 25230 at folio 277, et seq., a certain Declaration of Condominium for Cloisters at Charles III, A Condominium with exhibits thereto (hereinafter called the "Declaration"); and

WHEREAS, prior to the recordation hereof, the Declarant has recorded among the aforesaid Land Records a certain plat entitled "The Cloisters at Charles III, A Condominium", as Condominium Plat Book 31, at Plat No. 221, et seq. (hereinafter called the "Plat"); and

WHEREAS, by the recordation of the Declaration and the Plat, the Declarant submitted the Property as described in Exhibit "A" of said Declaration to the provisions of the Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1996), as amended (hereinafter called the "Act"), as a Condominium; and

WHEREAS, the Declarant retained in the Declaration the absolute right, to be exercised prior to seven (7) years from the date of recordation of the Declaration to annex to the Condominium, as originally established by the Declaration, the Additional Property, including improvements thereon and appurtenances thereto, thereby submitting same to each and every provision of the Declaration and the Act; and

WHEREAS, the Declarant intends by the execution and recordation hereof to exercise the aforesaid right to expand the Condominium as originally established by the Declaration.

NOW, THEREFORE, the Declarant hereby grants and declares that all of the Property and Additional Property and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or

encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter and in the Declaration set forth, including the provisions of the Bylaws of the Council of Unit Owners of Cloisters at Charles III, A Condominium (a copy of which is attached to the Declaration as Exhibit "B" and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for establishing the Property and the Additional Property as a Condominium, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and/or any Unit owner in accordance with the Declaration.

As of the recordation of this Supplementary Declaration, the Additional Property and all improvements thereon are hereby annexed and made a part of the Condominium to the same extent as and if the Additional Property was fully described in Exhibit "A" of the Declaration.

As of the recordation of this Supplementary Declaration, the Common Elements and Condominium Units described on Exhibit "B" attached hereto and made a part hereof are made a part of the Condominium to the same extent as and if they were fully described in the Condominium Plat attached to the Declaration as Exhibit "C" thereto.

As of the recordation of this Supplementary Declaration, each Unit in the Condominium shall have the Percentage Interest in Common Elements and votes as set forth in Exhibit "C" attached hereto and made a part hereof. A copy of the Condominium Expansion Plat entitled "Condominium Plat, The Cloisters at Charles III, Phase 2 - Units 31 through 34", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 31, folio 258, 259 is attached hereto as Exhibit "D".

Section 1. Severability. Invalidation of any part of this Second Supplementary Declaration by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect. The provisions of this Second Supplementary Declaration shall be liberally construed so as to effect the expansion of the Condominium as contemplated by the Act, the Declaration and this Second Supplementary Declaration.

Section 2. Captions. The captions contained in this Second Supplementary Declaration are for convenience only, are not a part of this Second Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Second Supplementary Declaration.

Section 3. Definitions. Unless specified herein to the contrary, the defined terms used herein shall have the same meaning as in the 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.

WITNESS OR ATTEST:

CLOISTERS HOLDINGS, LTD. a Maryland corporation

Robert L. Callahan

BY: _____ (SEAL)

Robert C. Goodier, Jr.
President

STATE OF MARYLAND

*

to wit:

*

COUNTY OF HOWARD

*

I HEREBY CERTIFY that on this 17 day of April, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. Goodier, Jr., known to me (or satisfactorily proven) to be the President of Cloisters Holdings, Ltd., LLC, a Maryland corporation, and that such President, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

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

Robert L. Callahan
Notary Public

My Commission Expires: 2/1/08

[NOTARIAL SEAL]



ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Chit D.R.

LENDER AGREEMENT

JOHN D. LONG, Sole Acting Trustee, and MERCANTILE MORTGAGE CORPORATION, a Maryland corporation, who are, respectively, the trustee and beneficiary under an Indemnity Deed of Trust and Security Agreement dated August 19, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 22428, folio 352 and an Indemnity Deed of Trust and Security Agreement dated May 31, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 21971, folio 691; and an Indemnity Deed of Trust and Security Agreement dated December 26, 2006 and recorded among the Land Records of Baltimore County in Liber S.M. No. 24985, folio 301 (the "Deeds of Trust"), (a) join in this Second Supplementary Declaration to subject to the Condominium Regime, and the legal effect hereof, all of the right, title and interest under the Deeds of Trust in Unit Numbers 31-34 as shown on the Plat entitled "The Cloisters at Charles III, Phase 2 - Units 31 through 34", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 258, 259, and (b) agree that, by this Supplementary Declaration, their interest in such real property under the Deeds of Trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in each Unit and its Common Elements Percentage, all as set forth in The Cloisters at Charles III, A Condominium Declaration. Nothing in this Lender Agreement shall create between Cloisters Holdings, Ltd. and any such Person any relationship or partnership or association.

IN WITNESS WHEREOF, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives, this 17th day of April, 2007.

WITNESS/ATTEST:

Emak Corneil

John D. Long
John D. Long, Sole Acting Trustee

MERCANTILE MORTGAGE CORPORATION

Emak Corneil

John D. Long
John D. Long, Senior Vice President



christopher consultants
engineering • surveying • land planning

Exhibit A
Metes and Bounds Description of Phase Two
A 35,305.9 Square Foot or 0.8105 Acre Parcel
The Cloisters at Charles III, a Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

Beginning for the same at a point 313.96 feet from the beginning of the South 13° 44' 44" East 876.62 foot line as shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland, in Plat Book 78, Page 90. Thence leaving said point and running with and binding on a portion of said 876.62 foot line, as now surveyed, and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat,

South 13° 44' 44" East 177.09 feet to a point, thence leaving said plat line and running in, over, through and across said Section III for a new line of division for Phase Two

South 80° 28' 42" West 201.11 feet to a point on the eastern right of way line of a private road, thence running with and binding reversely on a portion of said eastern right of way line, the following eight (8) courses and distances, viz:

- BC1- Northwesterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of North 54° 31' 18" West 7.07 feet to a point, thence
- B1- North 09° 31' 18" West 79.88 feet to a point, thence
- BC2- Northwesterly 48.48 feet along the arc of a tangent curve deflecting to the right, having a radius of 200.00 feet and a chord bearing and distance of North 02° 34' 39" West 48.36 feet to a point, thence
- BC3- Northeasterly 67.60 feet along the arc of a tangent curve deflecting to the right, having a radius of 100.00 feet and a chord bearing and distance of North 23° 43' 55" East 66.32 feet to a point, thence
- BC4- Northeasterly 40.82 feet along the arc of a tangent curve deflecting to the right, having a radius of 30.00 feet and a chord bearing and distance of North 82° 04' 24" East 37.74 feet to a point, thence
- BC5- Northeasterly 51.43 feet along the arc of a tangent curve deflecting to the left, having a radius of 40.00 feet and a chord bearing and distance of North 84° 13' 07" East 47.96 feet to a point, thence

christopher consultants, ltd.
7172 columbia gateway drive, suite 100
columbia, maryland 21046

voice 410.872.8690
fax 410.872.8693
web site www.christopherconsultants.com

BC6- Northeasterly 7.30 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 89° 11' 54" East 6.67 feet to a point, thence

B2- South 48° 59' 29" East 13.28 feet to a point, thence leaving said private right of way and running in, over, through and across Section III

B3- North 76° 15' 16" East 50.38 feet to the place of beginning.

Containing 35,305.9 square feet, or 0.8105 acres, more or less, within the boundaries of this description.

Being a part of "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005, and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90.

I hereby certify that this metes and bounds description was personally prepared by me or that I was in responsible charge over its preparation, and the surveying work reflected in it, and that this description is in compliance with Comar section 09.13.06.08 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors.



Alan Vincent Burke, Jr.

4-25-07

Alan Vincent Burke, Jr.
Professional Land Surveyor, Md. No. 10946

Date

Exhibit "C"

Schedule of Percentage Interests and Votes
Phase 2 - Units 31 through 34
Cloisters at Charles III, a Condominium

<u>Unit</u>	<u>Percentage Interests</u>	<u>Votes</u>
<u>Phase I</u>		
41	12.5%	1
42	12.5%	1
43	12.5%	1
44	12.5%	1
<u>Phase II</u>		
31	12.5%	1
32	12.5%	1
33	12.5%	1
34	<u>12.5%</u>	<u>1</u>
Total:	100%	8

Exhibit "D"

(Condominium Plat)

RECORDED
 PLAT BOOK
 PLAT NO.

OWNER
 CLUSTERS HOLDINGS LTD.
 10000 W. 10TH AVE.
 DENVER, CO 80202

OWNER'S DEDICATION

1. The Clusters at Charles III, Phase II - Units 31 through 34, is a residential development consisting of 4 units, 31 through 34, located on the east side of the 10th Avenue, between the 10th Avenue and the 11th Avenue, in the City and County of Denver, Colorado.

2. The Clusters at Charles III, Phase II - Units 31 through 34, is a residential development consisting of 4 units, 31 through 34, located on the east side of the 10th Avenue, between the 10th Avenue and the 11th Avenue, in the City and County of Denver, Colorado.

SUPERVISOR'S CERTIFICATE

I, the undersigned, Supervisor of the City and County of Denver, Colorado, do hereby certify that the Clusters at Charles III, Phase II - Units 31 through 34, is a residential development consisting of 4 units, 31 through 34, located on the east side of the 10th Avenue, between the 10th Avenue and the 11th Avenue, in the City and County of Denver, Colorado.

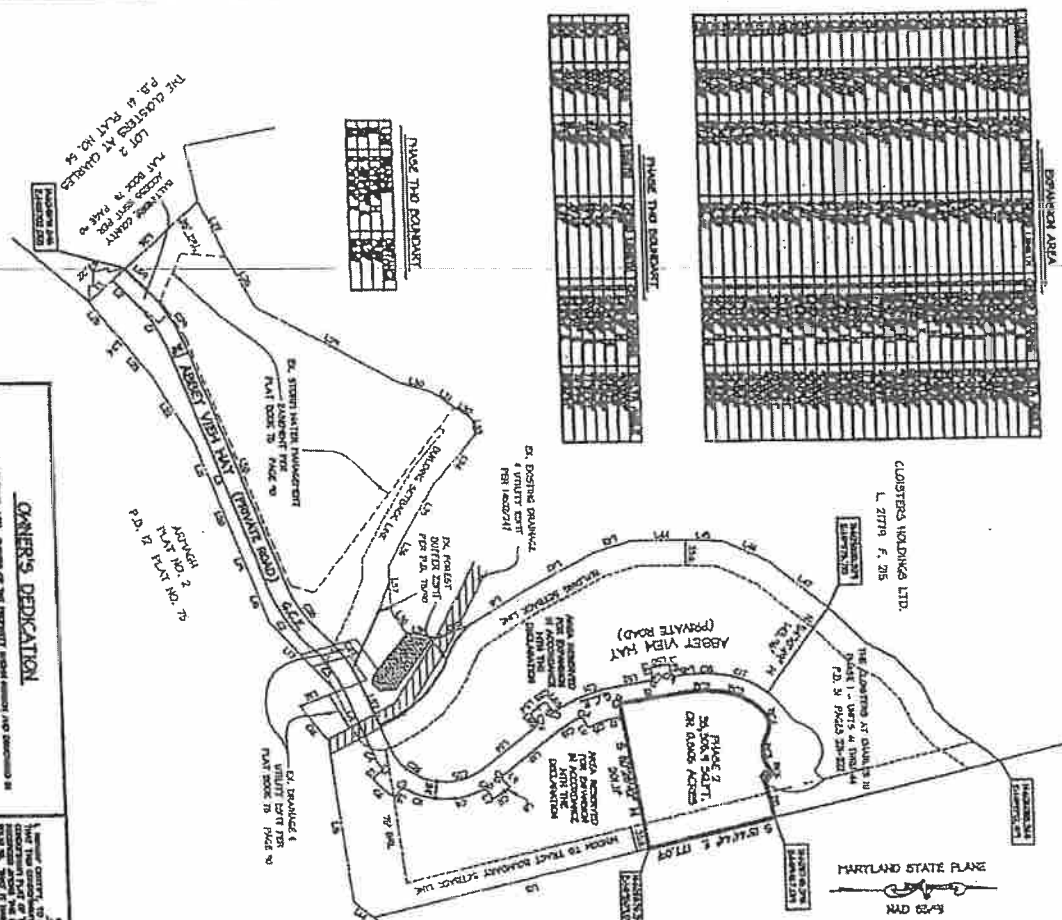
CONTRIBUTOR PLAT
THE CLUSTERS AT CHARLES III
PHASE II - UNITS 31 THRU 34

7TH ELECTION DISTRICT
 DALLIEN COUNTY, HAWAII

christopher consultants
 engineering • surveying • land planning

1177 KANAWA DRIVE, SUITE 200, HONOLULU, HI 96813
 TEL: 808-943-8888 FAX: 808-943-8889
 WWW.CHCONSULTANTS.COM

1408-225



NOTES

1. THE CLUSTERS AT CHARLES III, PHASE II - UNITS 31 THRU 34, IS A RESIDENTIAL DEVELOPMENT CONSISTING OF 4 UNITS, 31 THRU 34, LOCATED ON THE EAST SIDE OF THE 10TH AVENUE, BETWEEN THE 10TH AVENUE AND THE 11TH AVENUE, IN THE CITY AND COUNTY OF DENVER, COLORADO.

2. THE CLUSTERS AT CHARLES III, PHASE II - UNITS 31 THRU 34, IS A RESIDENTIAL DEVELOPMENT CONSISTING OF 4 UNITS, 31 THRU 34, LOCATED ON THE EAST SIDE OF THE 10TH AVENUE, BETWEEN THE 10TH AVENUE AND THE 11TH AVENUE, IN THE CITY AND COUNTY OF DENVER, COLORADO.



VICINITY MAP
 SCALE 1" = 2000'

L 26212 F. 723

SUPPLEMENTARY DECLARATION

CLOISTERS AT CHARLES III, A CONDOMINIUM

54 1055
SEP 27 2007 10:02 AM

THIS SUPPLEMENTARY DECLARATION, made and entered into this 19th day of September, 2007, by CLOISTERS HOLDINGS, LTD., a Maryland corporation (hereinafter and in the exhibits attached hereto sometimes called the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon (hereinafter called the "Additional Property"), located in Baltimore County, Maryland, and more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, prior to the recordation hereof, the Declarant recorded among the Land Records of Baltimore County, Maryland on January 30, 2007, in Liber 25230 at folio 277, et seq., a certain Declaration of Condominium for Cloisters at Charles III, A Condominium with exhibits thereto (hereinafter called the "Declaration"); and

WHEREAS, prior to the recordation hereof, the Declarant has recorded among the aforesaid Land Records a certain plat entitled "The Cloisters at Charles III, A Condominium", as Condominium Plat Book 31, at Plat No. 221, et seq. (hereinafter called the "Plat"); and

WHEREAS, by the recordation of the Declaration and the Plat, the Declarant submitted the Property as described in Exhibit "A" of said Declaration to the provisions of the Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1996), as amended (hereinafter called the "Act"), as a Condominium; and

WHEREAS, the Declarant retained in the Declaration the absolute right, to be exercised prior to seven (7) years from the date of recordation of the Declaration to annex to the Condominium, as originally established by the Declaration, the Additional Property, including improvements thereon and appurtenances thereto, thereby submitting same to each and every provision of the Declaration and the Act; and

WHEREAS, the Declarant intends by the execution and recordation hereof to exercise the aforesaid right to expand the Condominium as originally established by the Declaration.

NOW, THEREFORE, the Declarant hereby grants and declares that all of the Property and Additional Property and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or

encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter and in the Declaration set forth, including the provisions of the Bylaws of the Council of Unit Owners of Cloisters at Charles III, A Condominium (a copy of which is attached to the Declaration as Exhibit "B" and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for establishing the Property and the Additional Property as a Condominium, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and/or any Unit owner in accordance with the Declaration.

As of the recordation of this Supplementary Declaration, the Additional Property and all improvements thereon are hereby annexed and made a part of the Condominium to the same extent as and if the Additional Property was fully described in Exhibit "A" of the Declaration.

As of the recordation of this Supplementary Declaration, the Common Elements and Condominium Units described on Exhibit "B" attached hereto and made a part hereof are made a part of the Condominium to the same extent as and if they were fully described in the Condominium Plat attached to the Declaration as Exhibit "C" thereto.

As of the recordation of this Supplementary Declaration, each Unit in the Condominium shall have the Percentage Interest in Common Elements and votes as set forth in Exhibit "C" attached hereto and made a part hereof. A copy of the Condominium Expansion Plat entitled "Condominium Plat, The Cloisters at Charles III, Phase IV - Units 21 through 23", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 31, folio 317, 318 is attached hereto as Exhibit "D".

Section 1. Severability. Invalidation of any part of this Second Supplementary Declaration by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect. The provisions of this Second Supplementary Declaration shall be liberally construed so as to effect the expansion of the Condominium as contemplated by the Act, the Declaration and this Second Supplementary Declaration.

Section 2. Captions. The captions contained in this Second Supplementary Declaration are for convenience only, are not a part of this Second Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Second Supplementary Declaration.

Section 3. Definitions. Unless specified herein to the contrary, the defined terms used herein shall have the same meaning as in the 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.

WITNESS OR ATTEST:

CLOISTERS HOLDINGS, LTD. a Maryland corporation

Deborah L Callahan

[Signature]

BY: _____ (SEAL)

Robert C. Goodier, Jr.
President

STATE OF MARYLAND

*

to wit:

*

COUNTY OF HOWARD

*

I HEREBY CERTIFY that on this ^{4th} 19 day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. Goodier, Jr., known to me (or satisfactorily proven) to be the President of Cloisters Holdings, Ltd., LLC, a Maryland corporation, and that such President, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

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

Deborah L Callahan

Notary Public

My Commission Expires: 2/1/08

[NOTARIAL SEAL]



ATTORNEY'S CERTIFICATION

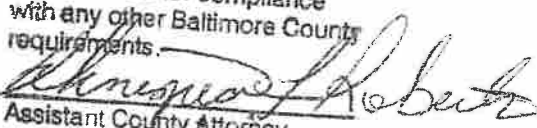
I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



After recording, please return to:

Reese and Carney, LLP
10715 Charter Drive, Suite 200
Columbia, Maryland 21044
Attn: Heather Swan, Esq.
File no. 43032/8064

Reviewed for compliance with
Baltimore County Code
Section(s) 32-4-211 only.
Not reviewed for compliance
with any other Baltimore County
requirements.



Assistant County Attorney
Baltimore County Office of Law



Exhibit A
Metes and Bounds Description of Phase Three
A 37,134.5 Square Foot or 0.8525 Acre Parcel
The Cloisters At Charles III, a Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

Beginning for the same at the end of the North 17° 03' 16" West 55.46 foot line (L10) as shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland, in Plat Book 78, Page 90. Thence from the point of beginning so fixed, running with and binding on the boundary line of said plat and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat, the four (4) following courses and distances, viz:

North 00° 19' 26" West 73.85 feet to a point, thence

North 02° 10' 03" East 49.76 feet to a point, thence

North 24° 55' 45" East 70.94 feet to a point, and thence

North 40° 02' 42" East 97.89 feet to a point at the northwestern corner of Phase One, as shown on a plat entitled, "Condominium Plat, The Cloisters at Charles III, Phase I - Units 41 Thru 44" dated January 30, 2007 and recorded among the Land Records of Baltimore County, Maryland in Plat Book 31, Page 221. Thence leaving said boundary of Section III and running with and binding on Phase One

South 54° 10' 49" East 143.96 feet to a point on the western right of way line of a private road as shown on the plat of a portion of Section III. Thence running with and binding reversely on said western right of way line the following six (6) courses and distances, viz:

BC1- Southwesterly 74.13 feet along the arc of a tangent curve deflecting to the left, having a radius of 124.00 feet and a chord bearing and distance of South 21° 29' 35" West 73.03 feet to a point, thence

BC2- Southeasterly 54.30 feet along the arc of a tangent curve deflecting to the left, having a radius of 224.00 feet and a chord bearing and distance of South 02° 34' 39" East 54.17 feet to a point, thence

B1- South 09° 31' 18" East 3.24 feet to a point, thence

BC3- Southwesterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 35° 28' 42" West 7.07 feet to a point, thence

B2- South 80° 28' 42" West 13.00 feet to a point, thence

B3- South 09° 31' 18" East 11.17 feet to a point, thence leaving said western right of way line and running in, through, over and across said Section III for a new line of division

South 78° 41' 50" West 175.62 feet to the place of beginning.

Containing 37,134.5 square feet, or 0.8525 acres of land, more or less, within the boundaries of this description.

Being a part of "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005, and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90.

I hereby certify that this metes and bounds description was personally prepared by me or that I was in responsible charge over it's preparation, and the surveying work reflected in it, and that this description is in compliance with Comar section 09.13.06.08 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors.



Alan Vincent Burke, Jr.
Alan Vincent Burke, Jr.
Professional Land Surveyor Md. No. 10946

6-26-07
Date

Exhibit "B"

BEING KNOWN AND DESIGNATED as Condominium Unit Nos. 21-23, as created by a Declaration of Condominium, Cloisters at Charles III, A Condominium, dated January 30, 2007, and recorded among the Land Records of Baltimore County on February 20, 2007, in Liber S.M. No. 25230, folio 277, as amended by a Supplementary Declaration dated September 4, 2007, and recorded among the Land Records of Baltimore County in Liber S.M. No. _____, folio _____, and as shown and designated on the Condominium Plat entitled "The Cloisters at Charles III, Phase IV - Units 21 through 23", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 317, 318

TOGETHER WITH an undivided percentage interest in the general common elements of the Cloisters at Charles III, A Condominium as set forth in the Declaration of Condominium hereinabove referred to.

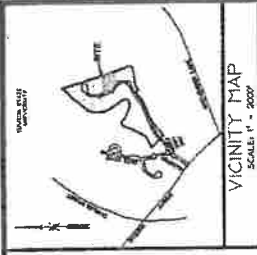
Exhibit "C"

Schedule of Percentage Interests and Votes
Phase 4 - Units 21 through 23
Cloisters at Charles III, a Condominium

<u>Unit</u>	<u>Percentage Interests</u>	<u>Votes</u>
<u>Phase I</u>		
41	6.67%	1
42	6.67%	1
43	6.67%	1
44	6.67%	1
<u>Phase II</u>		
31	6.67%	1
32	6.67%	1
33	6.67%	1
34	6.67%	1
<u>Phase III</u>		
51	6.67%	1
52	6.67%	1
53	6.67%	1
54	6.67%	1
<u>Phase IV</u>		
21	6.67%	1
22	6.67%	1
23	<u>6.62%</u>	<u>1</u>
Total:	100%	15

Exhibit "D"

(Condominium Plat)



VICINITY MAP
SCALE: 1" = 2000'

NOTE: THE BOUNDARY LINES OF ALL THE PROJECT AND ADJACENT AREAS SHOWN ON THIS MAP ARE BASED ON THE RECORD PLANS AND SURVEYS OF THE PROJECT AND ADJACENT AREAS. THE BOUNDARY LINES OF THE PROJECT AND ADJACENT AREAS ARE BASED ON THE RECORD PLANS AND SURVEYS OF THE PROJECT AND ADJACENT AREAS. THE BOUNDARY LINES OF THE PROJECT AND ADJACENT AREAS ARE BASED ON THE RECORD PLANS AND SURVEYS OF THE PROJECT AND ADJACENT AREAS.

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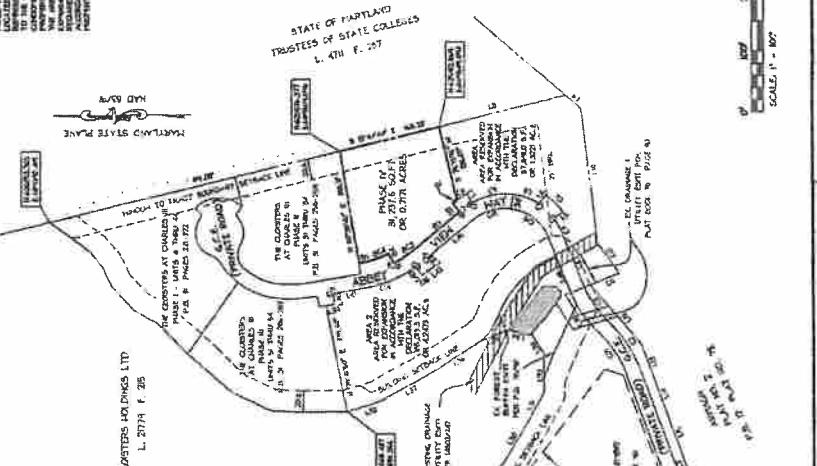
THE RECORD PLANS ON WHICH THIS MAP IS BASED ARE THE RECORD PLANS OF THE PROJECT AND ADJACENT AREAS. THE BOUNDARY LINES OF THE PROJECT AND ADJACENT AREAS ARE BASED ON THE RECORD PLANS AND SURVEYS OF THE PROJECT AND ADJACENT AREAS. THE BOUNDARY LINES OF THE PROJECT AND ADJACENT AREAS ARE BASED ON THE RECORD PLANS AND SURVEYS OF THE PROJECT AND ADJACENT AREAS.

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EXPANSION AREA

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)
1	1,234	28
2	1,234	28
3	1,234	28
4	1,234	28
5	1,234	28
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89	1,234	28
90	1,234	28
91	1,234	28
92	1,234	28
93	1,234	28
94	1,234	28
95	1,234	28
96	1,234	28
97	1,234	28
98	1,234	28
99	1,234	28
100	1,234	28



PHASE IV - UNITS 21 THRU 28

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)
21	1,234	28
22	1,234	28
23	1,234	28
24	1,234	28
25	1,234	28
26	1,234	28
27	1,234	28
28	1,234	28

PHASE IV - UNITS 21 THRU 28

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)
21	1,234	28
22	1,234	28
23	1,234	28
24	1,234	28
25	1,234	28
26	1,234	28
27	1,234	28
28	1,234	28

PHASE IV - UNITS 21 THRU 28

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)
21	1,234	28
22	1,234	28
23	1,234	28
24	1,234	28
25	1,234	28
26	1,234	28
27	1,234	28
28	1,234	28

PHASE IV - UNITS 21 THRU 28

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)
21	1,234	28
22	1,234	28
23	1,234	28
24	1,234	28
25	1,234	28
26	1,234	28
27	1,234	28
28	1,234	28

CONCRETE PLAN
THE CLUSTERS AT CHARLES III
PHASE IV - UNITS 21 THRU 28
BALTIMORE COUNTY, MARYLAND

christopher consultants
engineering - surveying - land planning
1000 W. BELT ROAD, SUITE 200, BALTIMORE, MD 21286
TEL: 410-528-1100 FAX: 410-528-1101

SURVEYOR'S CERTIFICATE

I, *[Signature]*, a duly licensed Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original plan as filed with me on this day of *2* 20*07*.

DATE: *2/20/07*

[Signature]
PROFESSIONAL ENGINEER, STATE OF MARYLAND
No. *12345* License No. *12345*

OWNER'S DECLARATION

I, the undersigned, owner of the property above described and recipient of the Surveyor's Certificate above, do hereby declare that the plan is a true and correct copy of the original plan as filed with me on this day of *2* 20*07*.

DATE: *2/20/07*

[Signature]
OWNER

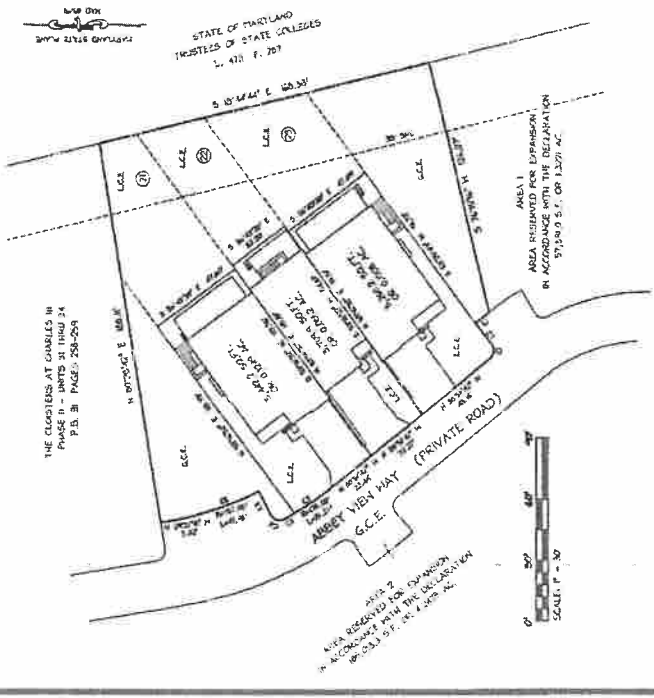
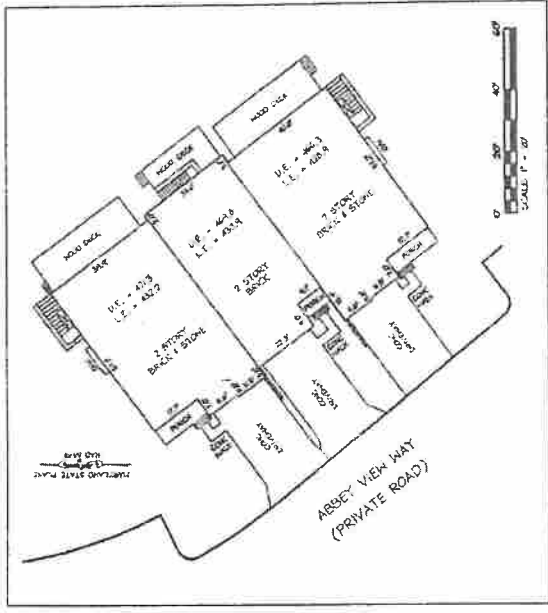
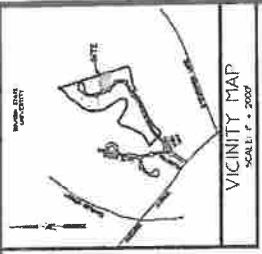
RECORDED
PLAT BOOK
PLAT NO.

CURVE TABLE

CHORD	ARC LENGTH	ANGLE	CHORD BEHIND	CHORD AHEAD
100.00	100.00	180.00	100.00	100.00
100.00	100.00	170.00	100.00	100.00
100.00	100.00	160.00	100.00	100.00
100.00	100.00	150.00	100.00	100.00
100.00	100.00	140.00	100.00	100.00
100.00	100.00	130.00	100.00	100.00
100.00	100.00	120.00	100.00	100.00
100.00	100.00	110.00	100.00	100.00
100.00	100.00	100.00	100.00	100.00

LINE TABLE

STATION	CHORD	ARC LENGTH	ANGLE	CHORD BEHIND	CHORD AHEAD
100.00	100.00	100.00	180.00	100.00	100.00
100.00	100.00	100.00	170.00	100.00	100.00
100.00	100.00	100.00	160.00	100.00	100.00
100.00	100.00	100.00	150.00	100.00	100.00
100.00	100.00	100.00	140.00	100.00	100.00
100.00	100.00	100.00	130.00	100.00	100.00
100.00	100.00	100.00	120.00	100.00	100.00
100.00	100.00	100.00	110.00	100.00	100.00
100.00	100.00	100.00	100.00	100.00	100.00



CONVEYANCE PLAN
THE CLUSTERS AT CHARLES III
PHASE IV - UNITS 21 THRU 23
11th ELECTION DISTRICT
NAT. ELECTORAL DISTRICT
11th ELECTION DISTRICT

christopher consultants
engineering, surveying, land planning
1112 PATENTERS PARKWAY SUITE 200
COLUMBIA, MARYLAND 21046
TEL: 410-326-7000 FAX: 410-326-7001
WWW.CHRCRIP.COM

SURVEYOR'S CERTIFICATE

I, **CHRISTOPHER CONSULTANTS**, a firm duly organized and existing under the laws of the State of Maryland, and duly qualified to practice as a professional engineering firm, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same appears in my office, and that the same has been prepared and executed in accordance with the provisions of the laws of the State of Maryland, and that the same is a true and correct copy of the original plat as the same appears in my office, and that the same has been prepared and executed in accordance with the provisions of the laws of the State of Maryland.

DATE: _____

BY: *Christopher Consultants*

OWNER'S DEDICATION

I, **CHRISTOPHER CONSULTANTS**, do hereby dedicate to the public use of the State of Maryland the area shown on the foregoing plat, and do hereby certify that the same is a true and correct copy of the original plat as the same appears in my office, and that the same has been prepared and executed in accordance with the provisions of the laws of the State of Maryland.

DATE: _____

BY: *Christopher Consultants*

OWNER
THE CLUSTERS AT CHARLES III
11th ELECTION DISTRICT
NAT. ELECTORAL DISTRICT
11th ELECTION DISTRICT

RECORDED:
PLAY BOOK:
PLAY NO.:

MDB-240



Exhibit A
Metes and Bounds Description of Phase Four
A 31,237.5 Square Foot or 0.7171 Acre Parcel
The Cloisters at Charles III, a Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

Beginning for the same at a point 491.05 feet from the beginning of the South 13° 44' 44" East 876.62 foot line as shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland, in Plat Book 78, Page 90. Thence leaving said point and running with and binding on a portion of said 876.62 foot line, as now surveyed, and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat,

South 13° 44' 44" East 168.33 feet to a point, thence leaving said plat line and running in, over, through and across said Section III for a new line of division for Phase Four

South 76° 15' 16" West 126.07 feet to a point on the eastern right of way line of Abbey View Way, a 24 foot wide private road, thence running with and binding on a portion of said eastern right of way line, the following nine (9) courses and distances, viz:

- B1- North 38° 51' 42" West 8.70 feet to a point, thence**
- B2- South 51° 08' 18" West 13.00 feet to a point, thence**
- BC1- Northwesterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of North 83° 51' 42" West 7.07 feet to a point, thence**
- B3- North 38° 51' 42" West 97.81 feet to a point, thence**
- BC2- Northwesterly 30.99 feet along the arc of a tangent curve deflecting to the right, having a radius of 175.00 feet and a chord bearing and distance of North 33° 47' 20" West 30.95 feet to a point, thence**
- BC3- Northeasterly 8.00 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of North 17° 07' 36" East 7.17 feet to a point, thence**
- B4- North 62° 58' 10" East 12.93 feet to a point, thence**
- BC4- Northwesterly 47.98 feet along the arc of a tangent curve deflecting to the right, having a radius of 157.00 feet and a chord bearing and distance of North 18° 16'**

34" West 47.79 feet to a point, thence

B5- North 09° 31' 18" West 3.02 feet to a point that intersects the southern boundary line of Phase II, as laid out and shown on a plat entitled, "The Cloisters at Charles III, Phase II - Units 31 Thru 34" and recorded among the aforesaid Land Records in Plat Book 31, Page 258. Thence leaving said private right of way and running reversely with and partly on said Phase II


B3- North 80° 28' 42" East 188.11 feet to the place of beginning.

Containing 31,237.5 square feet, or 0.7171 acres, more or less, within the boundaries of this description.

Being: a part of "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005, and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90. Also being part of the land conveyed from Sheppard and Enoch Pratt Foundation, Inc. to Cloisters Holdings LTD. by deed dated May 4, 2004 and recorded among the aforesaid Land Records in Liber 20064, Folio 636, and also by Confirmatory Deed dated April 19, 2005 and recorded in Liber 21779, Folio 215.

I hereby certify that this metes and bounds description was personally prepared by me or that I was in responsible charge over its preparation, and the surveying work reflected in it, and that this description is in compliance with Comar section 09.13.06.08 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors.




Alan Vincent Burke, Jr.
Professional Land Surveyor, Md. No. 10946

Date

Exhibit "A"

(Legal Description - Phase IV)

Exhibit "B"

BEING KNOWN AND DESIGNATED as Condominium Unit Nos. 41-44, as created by a Declaration of Condominium, Cloisters at Charles III, A Condominium, dated January 30, 2007, and recorded among the Land Records of Baltimore County on February 20, 2007, in Liber S.M. No. 25230, folio 277, as amended by a Supplementary Declaration dated April 17, 2007, and recorded among the Land Records of Baltimore County in Liber S.M. No. _____, folio _____, and as shown and designated on the Condominium Plat entitled "The Cloisters at Charles III, Phase 2 - Units 31 through 34", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 258, 259

TOGETHER WITH an undivided percentage interest in the general common elements of the Cloisters at Charles III, A Condominium as set forth in the Declaration of Condominium hereinabove referred to.

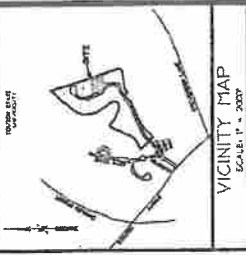
Exhibit "C"

Schedule of Percentage Interests and Votes
Phase 4 - Units 21 through 23
Cloisters at Charles III, a Condominium

<u>Unit</u>	<u>Percentage Interests</u>	<u>Votes</u>
<u>Phase I</u>		
41	6.67%	1
42	6.67%	1
43	6.67%	1
44	6.67%	1
<u>Phase II</u>		
31	6.67%	1
32	6.67%	1
33	6.67%	1
34	6.67%	1
<u>Phase III</u>		
51	6.67%	1
52	6.67%	1
53	6.67%	1
54	6.67%	1
<u>Phase IV</u>		
21	6.67%	1
22	6.67%	1
23	<u>6.62%</u>	<u>1</u>
Total:	100%	15

Exhibit "D"

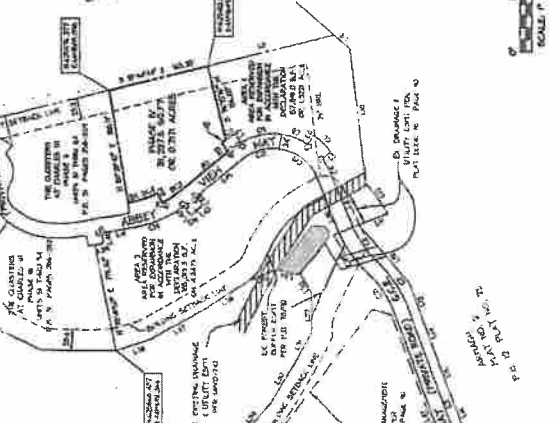
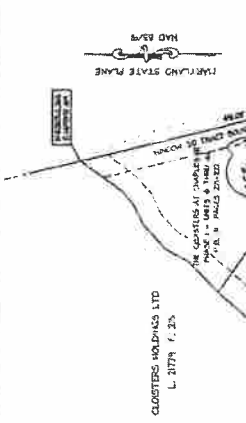
(Condominium Plat)



THE DESIGNER HEREBY CERTIFIES THAT HE HAS REVIEWED ALL RECORDS AND INSTRUMENTS IN HIS POSSESSION OR CONTROL AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. HE HAS ALSO REVIEWED THE RECORDS AND INSTRUMENTS OF THE PREVIOUS DESIGNER AND HAS FOUND THEM TO BE TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. HE HAS ALSO REVIEWED THE RECORDS AND INSTRUMENTS OF THE PREVIOUS DESIGNER AND HAS FOUND THEM TO BE TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

THE DESIGNER HEREBY CERTIFIES THAT HE HAS REVIEWED ALL RECORDS AND INSTRUMENTS IN HIS POSSESSION OR CONTROL AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. HE HAS ALSO REVIEWED THE RECORDS AND INSTRUMENTS OF THE PREVIOUS DESIGNER AND HAS FOUND THEM TO BE TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

SECTION	DESCRIPTION	AREA	PERCENTAGE
1	SECTION 1	100.00	100.00
2	SECTION 2	100.00	100.00
3	SECTION 3	100.00	100.00
4	SECTION 4	100.00	100.00
5	SECTION 5	100.00	100.00
6	SECTION 6	100.00	100.00
7	SECTION 7	100.00	100.00
8	SECTION 8	100.00	100.00
9	SECTION 9	100.00	100.00
10	SECTION 10	100.00	100.00



SECTION	DESCRIPTION	AREA	PERCENTAGE
1	SECTION 1	100.00	100.00
2	SECTION 2	100.00	100.00
3	SECTION 3	100.00	100.00
4	SECTION 4	100.00	100.00
5	SECTION 5	100.00	100.00
6	SECTION 6	100.00	100.00
7	SECTION 7	100.00	100.00
8	SECTION 8	100.00	100.00
9	SECTION 9	100.00	100.00
10	SECTION 10	100.00	100.00

SECTION	DESCRIPTION	AREA	PERCENTAGE
1	SECTION 1	100.00	100.00
2	SECTION 2	100.00	100.00
3	SECTION 3	100.00	100.00
4	SECTION 4	100.00	100.00
5	SECTION 5	100.00	100.00
6	SECTION 6	100.00	100.00
7	SECTION 7	100.00	100.00
8	SECTION 8	100.00	100.00
9	SECTION 9	100.00	100.00
10	SECTION 10	100.00	100.00

christopher consultants
ENGINEERING - SURVEYING - LAND PLANNING
10000 WOODBURN ROAD, SUITE 200
FARMINGTON, MARYLAND 21048
TEL: 410-326-1000
FAX: 410-326-1001
WWW.CHRISTOPHERCONSULTANTS.COM
DCL 1046002

SURVEYOR'S CERTIFICATE
I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF MARYLAND, HAVE BEEN DULY SWORN AND DEPOSED THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE FACTS AND CIRCUMSTANCES OF THE MATTER HEREIN SET FORTH AND THAT I AM NOT AWARE OF ANY OTHER FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE TRUTH AND ACCURACY OF THE FOREGOING.

DATE: 9/20/19
SIGNATURE: [Signature]
SURVEYOR: [Name]

OWNER'S DEDICATION
I, THE UNDERSIGNED, BEING THE OWNER OF THE FOREGOING, DO HEREBY DEDICATE THE FOREGOING TO THE PUBLIC USE OF THE STATE OF MARYLAND, AND I HEREBY WARRANT THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE FACTS AND CIRCUMSTANCES OF THE MATTER HEREIN SET FORTH AND THAT I AM NOT AWARE OF ANY OTHER FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE TRUTH AND ACCURACY OF THE FOREGOING.

DATE: _____
SIGNATURE: _____
OWNER: [Name]

RECORDED: _____
INDEXED: _____
FILED: _____
PLAT 183: _____

LENDER AGREEMENT

JOHN D. LONG, Sole Acting Trustee, and PNC BANK, NATIONAL ASSOCIATION, a national banking institution existing under the laws of the United States of America, successor by merger to Mercantile Mortgage Corporation, who are, respectively, the trustee and beneficiary under an Indemnity Deed of Trust and Security Agreement dated August 19, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 22428, folio 352 and an Indemnity Deed of Trust and Security Agreement dated May 31, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 21971, folio 691; and an Indemnity Deed of Trust and Security Agreement dated December 26, 2006 and recorded among the Land Records of Baltimore County in Liber S.M. No. 24985, folio 301 (the "Deeds of Trust"), (a) join in this Fourth Supplementary Declaration to subject to the Condominium Regime, and the legal effect hereof, all of the right, title and interest under the Deeds of Trust in Unit Numbers 21 through 23 as shown on the Plat entitled "The Cloisters at Charles III, Phase IV - Units 21 through 23", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 317, 318; and (b) agree that, by this Supplementary Declaration, their interest in such real property under the Deeds of Trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in each Unit and its Common Elements Percentage, all as set forth in The Cloisters at Charles III, A Condominium Declaration. Nothing in this Lender Agreement shall create between Cloisters Holdings, Ltd. and any such Person any relationship or partnership or association.

IN WITNESS WHEREOF, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives, this 19th day of June, 2007.

WITNESS/ATTEST:

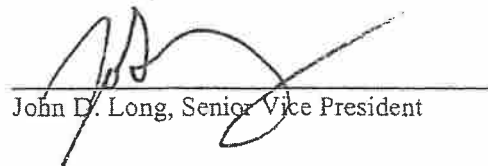




John D. Long, Sole Acting Trustee

PNC BANK, NATIONAL ASSOCIATION





John D. Long, Senior Vice President

SUPPLEMENTARY DECLARATION

CLOISTERS AT CHARLES III, A CONDOMINIUM

THIS SUPPLEMENTARY DECLARATION, made and entered into this 15th day of October, 2007, by CLOISTERS HOLDINGS, LTD., a Maryland corporation (hereinafter and in the exhibits attached hereto sometimes called the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon (hereinafter called the "Additional Property"), located in Baltimore County, Maryland, and more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, prior to the recordation hereof, the Declarant recorded among the Land Records of Baltimore County, Maryland on January 30, 2007, in Liber 25230 at folio 277, et seq., a certain Declaration of Condominium for Cloisters at Charles III, A Condominium with exhibits thereto (hereinafter called the "Declaration"); and

WHEREAS, prior to the recordation hereof, the Declarant has recorded among the aforesaid Land Records a certain plat entitled "The Cloisters at Charles III, A Condominium", as Condominium Plat Book 31, at Plat No. 221, et seq. (hereinafter called the "Plat"); and

WHEREAS, by the recordation of the Declaration and the Plat, the Declarant submitted the Property as described in Exhibit "A" of said Declaration to the provisions of the Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1996), as amended (hereinafter called the "Act"), as a Condominium; and

WHEREAS, the Declarant retained in the Declaration the absolute right, to be exercised prior to seven (7) years from the date of recordation of the Declaration to annex to the Condominium, as originally established by the Declaration, the Additional Property, including improvements thereon and appurtenances thereto, thereby submitting same to each and every provision of the Declaration and the Act; and

WHEREAS, the Declarant intends by the execution and recordation hereof to exercise the aforesaid right to expand the Condominium as originally established by the Declaration.

NOW, THEREFORE, the Declarant hereby grants and declares that all of the Property and Additional Property and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or

encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter and in the Declaration set forth, including the provisions of the Bylaws of the Council of Unit Owners of Cloisters at Charles III, A Condominium (a copy of which is attached to the Declaration as Exhibit "B" and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for establishing the Property and the Additional Property as a Condominium, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and/or any Unit owner in accordance with the Declaration.

As of the recordation of this Supplementary Declaration, the Additional Property and all improvements thereon are hereby annexed and made a part of the Condominium to the same extent as and if the Additional Property was fully described in Exhibit "A" of the Declaration.

As of the recordation of this Supplementary Declaration, the Common Elements and Condominium Units described on Exhibit "B" attached hereto and made a part hereof are made a part of the Condominium to the same extent as and if they were fully described in the Condominium Plat attached to the Declaration as Exhibit "C" thereto.

As of the recordation of this Supplementary Declaration, each Unit in the Condominium shall have the Percentage Interest in Common Elements and votes as set forth in Exhibit "C" attached hereto and made a part hereof. A copy of the Condominium Expansion Plat entitled "Condominium Plat, The Cloisters at Charles III, Phase V - Units 61 through 64", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 31, folio 323,324 is attached hereto as Exhibit "D".

Section 1. Severability. Invalidation of any part of this Second Supplementary Declaration by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect. The provisions of this Second Supplementary Declaration shall be liberally construed so as to effect the expansion of the Condominium as contemplated by the Act, the Declaration and this Second Supplementary Declaration.

Section 2. Captions. The captions contained in this Second Supplementary Declaration are for convenience only, are not a part of this Second Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Second Supplementary Declaration.

Section 3. Definitions. Unless specified herein to the contrary, the defined terms used herein shall have the same meaning as in the 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.

WITNESS OR ATTEST:

CLOISTERS HOLDINGS, LTD. a Maryland corporation

[Signature]

BY: _____ (SEAL)

Robert C. Goodier, Jr.
President

STATE OF MARYLAND

*

to wit:

COUNTY OF HOWARD

*

*

I HEREBY CERTIFY that on this 15th day of October, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. Goodier, Jr., known to me (or satisfactorily proven) to be the President of Cloisters Holdings, Ltd., LLC, a Maryland corporation, and that such President, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

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

[Signature]
Notary Public

My Commission Expires: 9-8-2010

[NOTARIAL SEAL]



Reviewed for compliance with
Baltimore County Code
Section(s) 32-4-221(c) only.
Not reviewed for compliance
with any other Baltimore County
requirements.

[Signature]
Assistant County Attorney
Finance Court Office of Law

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



After recording, please return to:

Reese and Carney, LLP
10715 Charter Drive, Suite 200
Columbia, Maryland 21044
Attn: Heather Swan, Esq.
File no. 43032/8064

LENDER AGREEMENT

JOHN D. LONG, Sole Acting Trustee, and PNC BANK, NATIONAL ASSOCIATION, a national banking institution existing under the laws of the United States of America, successor by merger to Mercantile Mortgage Corporation, who are, respectively, the trustee and beneficiary under an Indemnity Deed of Trust and Security Agreement dated August 19, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 22428, folio 352 and an Indemnity Deed of Trust and Security Agreement dated May 31, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 21971, folio 691; and an Indemnity Deed of Trust and Security Agreement dated December 26, 2006 and recorded among the Land Records of Baltimore County in Liber S.M. No. 24985, folio 301 (the "Deeds of Trust"), (a) join in this Fifth Supplementary Declaration to subject to the Condominium Regime, and the legal effect hereof, all of the right, title and interest under the Deeds of Trust in Unit Numbers 61 through 64 as shown on the Plat entitled "The Cloisters at Charles III, Phase V - Units 61 through 64", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 323, 324, and (b) agree that, by this Supplementary Declaration, their interest in such real property under the Deeds of Trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in each Unit and its Common Elements Percentage, all as set forth in The Cloisters at Charles III, A Condominium Declaration. Nothing in this Lender Agreement shall create between Cloisters Holdings, Ltd. and any such Person any relationship or partnership or association.

IN WITNESS WHEREOF, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives, this 15th day of ~~June~~ April, 2007.

WITNESS/ATTEST:

Sarah Kline

John D. Long
John D. Long, Sole Acting Trustee

PNC BANK, NATIONAL ASSOCIATION

Sarah Kline

By: John D. Long
John D. Long, Senior Vice President

SUPPLEMENTARY DECLARATION

CLOISTERS AT CHARLES III. A CONDOMINIUM

THIS SUPPLEMENTARY DECLARATION, made and entered into this 27th day of June, 2007, by CLOISTERS HOLDINGS, LTD., a Maryland corporation (hereinafter and in the exhibits attached hereto sometimes called the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon (hereinafter called the "Additional Property"), located in Baltimore County, Maryland, and more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, prior to the recordation hereof, the Declarant recorded among the Land Records of Baltimore County, Maryland on January 30, 2007, in Liber 25230 at folio 277, et seq., a certain Declaration of Condominium for Cloisters at Charles III, A Condominium with exhibits thereto (hereinafter called the "Declaration"); and

WHEREAS, prior to the recordation hereof, the Declarant has recorded among the aforesaid Land Records a certain plat entitled "The Cloisters at Charles III, A Condominium", as Condominium Plat Book 31, at Plat No. 221, et seq. (hereinafter called the "Plat"); and

WHEREAS, by the recordation of the Declaration and the Plat, the Declarant submitted the Property as described in Exhibit "A" of said Declaration to the provisions of the Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1996), as amended (hereinafter called the "Act"), as a Condominium; and

WHEREAS, the Declarant retained in the Declaration the absolute right, to be exercised prior to seven (7) years from the date of recordation of the Declaration to annex to the Condominium, as originally established by the Declaration, the Additional Property, including improvements thereon and appurtenances thereto, thereby submitting same to each and every provision of the Declaration and the Act; and

WHEREAS, the Declarant intends by the execution and recordation hereof to exercise the aforesaid right to expand the Condominium as originally established by the Declaration.

NOW, THEREFORE, the Declarant hereby grants and declares that all of the Property and Additional Property and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or

encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter and in the Declaration set forth, including the provisions of the Bylaws of the Council of Unit Owners of Cloisters at Charles III, A Condominium (a copy of which is attached to the Declaration as Exhibit "B" and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for establishing the Property and the Additional Property as a Condominium, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and/or any Unit owner in accordance with the Declaration.

As of the recordation of this Supplementary Declaration, the Additional Property and all improvements thereon are hereby annexed and made a part of the Condominium to the same extent as and if the Additional Property was fully described in Exhibit "A" of the Declaration.

As of the recordation of this Supplementary Declaration, the Common Elements and Condominium Units described on Exhibit "B" attached hereto and made a part hereof are made a part of the Condominium to the same extent as and if they were fully described in the Condominium Plat attached to the Declaration as Exhibit "C" thereto.

As of the recordation of this Supplementary Declaration, each Unit in the Condominium shall have the Percentage Interest in Common Elements and votes as set forth in Exhibit "C" attached hereto and made a part hereof. A copy of the Condominium Expansion Plat entitled "Condominium Plat, The Cloisters at Charles III, Phase III - Units 51 through 54", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 31, folio 286, 287 is attached hereto as Exhibit "D".

Section 1. Severability. Invalidation of any part of this Second Supplementary Declaration by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect. The provisions of this Second Supplementary Declaration shall be liberally construed so as to effect the expansion of the Condominium as contemplated by the Act, the Declaration and this Second Supplementary Declaration.

Section 2. Captions. The captions contained in this Second Supplementary Declaration are for convenience only, are not a part of this Second Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Second Supplementary Declaration.

Section 3. Definitions. Unless specified herein to the contrary, the defined terms used herein shall have the same meaning as in the 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.

WITNESS OR ATTEST:

CLOISTERS HOLDINGS, LTD. a Maryland corporation

Deborah L Callahan

BY: [Signature] (SEAL)
Robert C. Goodier, Jr.
President

STATE OF MARYLAND

*

to wit:

*

COUNTY OF HOWARD

*

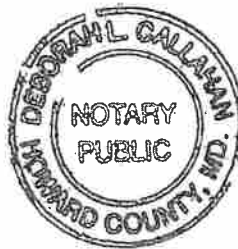
I HEREBY CERTIFY that on this 26th day of June, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. Goodier, Jr., known to me (or satisfactorily proven) to be the President of Cloisters Holdings, Ltd., LLC, a Maryland corporation, and that such President, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

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

Deborah L Callahan
Notary Public

My Commission Expires: 2/1/08

[NOTARIAL SEAL]

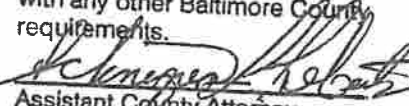


ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



Reviewed for compliance with
Baltimore County Code
Section(s) 32-4-2-11(c) only.
Not reviewed for compliance
with any other Baltimore County
requirements.


Assistant County Attorney
Baltimore County Office of Law

LENDER AGREEMENT

JOHN D. LONG, Sole Acting Trustee, and MERCANTILE MORTGAGE CORPORATION, a Maryland corporation, who are, respectively, the trustee and beneficiary under an Indemnity Deed of Trust and Security Agreement dated August 19, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 22428, folio 352 and an Indemnity Deed of Trust and Security Agreement dated May 31, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 21971, folio 691; and an Indemnity Deed of Trust and Security Agreement dated December 26, 2006 and recorded among the Land Records of Baltimore County in Liber S.M. No. 24985, folio 301 (the "Deeds of Trust"), (a) join in this Third Supplementary Declaration to subject to the Condominium Regime, and the legal effect hereof, all of the right, title and interest under the Deeds of Trust in Unit Numbers 51 through 54 as shown on the Plat entitled "The Cloisters at Charles III, Phase III - Units 51 through 54", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 286, and (b) agree that, by this Supplementary Declaration, their interest in such real property under the Deeds of Trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in each Unit and its Common Elements Percentage, all as set forth in The Cloisters at Charles III, A Condominium Declaration. Nothing in this Lender Agreement shall create between Cloisters Holdings, Ltd. and any such Person any relationship or partnership or association.

IN WITNESS WHEREOF, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives, this 27th day of June, 2007.

WITNESS/ATTEST:

Connie Starleper

John D. Long
John D. Long, Sole Acting Trustee

MERCANTILE MORTGAGE CORPORATION

Connie Starleper

John D. Long
John D. Long, Senior Vice President

P:\LBR\WPDATA\goodier-cloisters condominium.111.sup decl 3 .wpd

0025888 514

Exhibit "A"

(Legal Description - Phase III)

Exhibit "B"

BEING KNOWN AND DESIGNATED as Condominium Unit Nos. 51-54, as created by a Declaration of Condominium, Cloisters at Charles III, A Condominium, dated January 30, 2007, and recorded among the Land Records of Baltimore County on February 20, 2007, in Liber S.M. No. 25230, folio 277, as amended by a Supplementary Declaration dated June __, 2007, and recorded among the Land Records of Baltimore County in Liber S.M. No. ____, folio ____, and as shown and designated on the Condominium Plat entitled "The Cloisters at Charles III, Phase III - Units 51 through 54", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 286,287

TOGETHER WITH an undivided percentage interest in the general common elements of the Cloisters at Charles III, A Condominium as set forth in the Declaration of Condominium hereinabove referred to.

Exhibit "C"

Schedule of Percentage Interests and Votes
Phase 3 - Units 51 through 54
Cloisters at Charles III, a Condominium

<u>Unit</u>	<u>Percentage Interests</u>	<u>Votes</u>
<u>Phase I</u>		
41	8.33%	1
42	8.33%	1
43	8.33%	1
44	8.33%	1
<u>Phase II</u>		
31	8.33%	1
32	8.33%	1
33	8.33%	1
34	8.33%	1
<u>Phase III</u>		
51	8.33%	1
52	8.33%	1
53	8.33%	1
54	<u>8.33%</u>	<u>1</u>
Total:	100%	12

0025888 517

Exhibit "D"
(Condominium Plat)

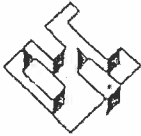


Exhibit A
Metes and Bounds Description of Phase Three
A 37,134.5 Square Foot or 0.8525 Acre Parcel
The Cloisters At Charles III, a Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

Beginning for the same at the end of the North 17° 03' 16" West 55.48 foot line (L10) as shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland, in Plat Book 78, Page 90. Thence from the point of beginning so fixed, running with and binding on the boundary line of said plat and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat, the four (4) following courses and distances, viz:

North 00° 19' 26" West 73.85 feet to a point, thence

North 02° 10' 03" East 49.76 feet to a point, thence

North 24° 55' 45" East 70.94 feet to a point, and thence

North 40° 02' 42" East 97.89 feet to a point at the northwestern corner of Phase One, as shown on a plat entitled, "Condominium Plat, The Cloisters at Charles III, Phase I - Units 41 Thru 44" dated January 30, 2007 and recorded among the Land Records of Baltimore County, Maryland in Plat Book 31, Page 221. Thence leaving said boundary of Section III and running with and binding on Phase One

South 54° 10' 49" East 143.96 feet to a point on the western right of way line of a private road as shown on the plat of a portion of Section III. Thence running with and binding reversely on said western right of way line the following six (6) courses and distances, viz:

BC1- Southwesterly 74.13 feet along the arc of a tangent curve deflecting to the left, having a radius of 124.00 feet and a chord bearing and distance of South 21° 29' 35" West 73.03 feet to a point, thence

BC2- Southeasterly 54.30 feet along the arc of a tangent curve deflecting to the left, having a radius of 224.00 feet and a chord bearing and distance of South 02° 34' 39" East 54.17 feet to a point, thence

B1- South 09° 31' 18" East 3.24 feet to a point, thence

BC3- Southwesterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 35° 28' 42" West 7.07 feet to a point, thence

B2- South 80° 28' 42" West 13.00 feet to a point, thence

B3- South 09° 31' 18" East 11.17 feet to a point, thence leaving said western right of way line and running in, through, over and across said Section III for a new line of division

South 78° 41' 50" West 175.62 feet to the place of beginning.

Containing 37,134.5 square feet, or 0.8525 acres of land, more or less, within the boundaries of this description.

Being a part of "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005, and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90.

I hereby certify that this metes and bounds description was personally prepared by me or that I was in responsible charge over it's preparation, and the surveying work reflected in it, and that this description is in compliance with Comar section 09.13.06.08 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors.

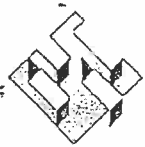


Alan Vincent Burke, Jr.

Alan Vincent Burke, Jr.
Professional Land Surveyor Md. No. 10946

6-26-07

Date



00263421 135

Exhibit A
Metes and Bounds Description of Phase Five
A 34,942.1 Square Foot or 0.8022 Acre Parcel
The Cloisters At Charles III, a Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

Beginning for the same at a point on the North 32° 10' 21" West 86.41 foot line as laid out and shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland, in Plat Book 78, Page 90. Said point being 13.91 feet from the beginning thereof. Thence from the point of beginning so fixed, running with and binding on the boundary line of said plat and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat, the three (3) following courses and distances, viz:

North 32° 10' 21" West 72.50 feet to a point, thence

North 28° 14' 14" West 108.82 feet to a point, and thence

B1- North 17° 03' 16" West 55.48 feet to a point at the southwestern corner of Phase III, as shown on a plat entitled, "Condominium Plat, The Cloisters at Charles III, Phase III - Units 51 Thru 54" and recorded among the Land Records of Baltimore County, Maryland in Plat Book 31, Page 286. Thence leaving said boundary of Section III, Plat Book 78, Page 90, and running with and binding on Phase III

North 78° 41' 50" East 175.62 feet to a point on the western right of way line of Abbey View Way, a private road as shown on the plat of a portion of Section III. Thence running with and binding reversely on said western right of way line the following eight (8) courses and distances, viz:

B2- South 09° 31' 18" East 14.33 feet to a point, thence

B3- North 80° 28' 42" East 13.00 feet to a point, thence

BC1- Southeasterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 54° 31' 18" East 7.07 feet to a point, thence

B4- South 09° 31' 18" East 49.16 feet to a point, thence

BC2- Southeasterly 86.09 feet along the arc of a tangent curve deflecting to the left, having a radius of 199.00 feet and a chord bearing and distance of South 21° 54' 55" East 85.42 feet to a point, thence

0026342 136

BC3- **Southwesterly 7.73 feet** along the arc of a tangent curve deflecting to the right, having a radius of **5.00 feet** and a chord bearing and distance of **South 09° 59' 20" West 6.98 feet** to a point, thence

B5- **South 54° 17' 12" West 13.06 feet** to a point, and thence

BC4- **Southeasterly 11.92 feet** along the arc of a tangent curve deflecting to the left, having a radius of **217.00 feet** and a chord bearing and distance of **South 37° 17' 15" East 11.92 feet** to a point, thence leaving said western right of way line and running in, through, over and across said Section III, for a new line of division


South 57° 49' 39" West 144.39 feet to the place of beginning.

Containing 34,942.1 square feet, or 0.8022 acres of land, more or less, within the boundaries of this description.

Being a part of "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90.

I hereby certify that this metes and bounds description was personally prepared by me or that I was in responsible charge over it's preparation, and the surveying work reflected in it, and that this description is in compliance with Comar section 09.13.06.08 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors.




Alan Vincent Burke, Jr.
Professional Land Surveyor Md. No. 10946

10-10-07
Date

00263421037

Exhibit "B"

BEING KNOWN AND DESIGNATED as Condominium Unit Nos. 61-64, as created by a Declaration of Condominium, Cloisters at Charles III, A Condominium, dated January 30, 2007, and recorded among the Land Records of Baltimore County on February 20, 2007, in Liber S.M. No. 25230, folio 277, as amended by a Supplementary Declaration dated October 15, 2007, and recorded among the Land Records of Baltimore County in Liber S.M. No. _____, folio _____, and as shown and designated on the Condominium Plat entitled "The Cloisters at Charles III, Phase V - Units 61 through 64", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 323, 324

TOGETHER WITH an undivided percentage interest in the general common elements of the Cloisters at Charles III, A Condominium as set forth in the Declaration of Condominium hereinabove referred to.

0026342 1038

Exhibit "C"

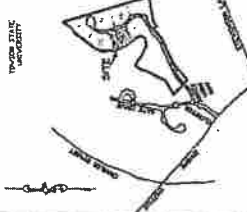
**Schedule of Percentage Interests and Votes
Phase 5 - Units 61 through 64
Cloisters at Charles III, a Condominium**

<u>Unit</u>	<u>Percentage Interests</u>	<u>Votes</u>
<u>Phase I</u>		
41	5.26%	1
42	5.26%	1
43	5.26%	1
44	5.26%	1
<u>Phase II</u>		
31	5.26%	1
32	5.26%	1
33	5.26%	1
34	5.26%	1
<u>Phase III</u>		
51	5.26%	1
52	5.26%	1
53	5.26%	1
54	5.26%	1
<u>Phase IV</u>		
21	5.26%	1
22	5.26%	1
23	5.26%	1
<u>Phase V</u>		
61	5.26%	1
62	5.26%	1
63	5.26%	1
64	<u>5.32%</u>	<u>1</u>
Total:	100%	19

0026342 139

Exhibit "D"

(Condominium Plat)

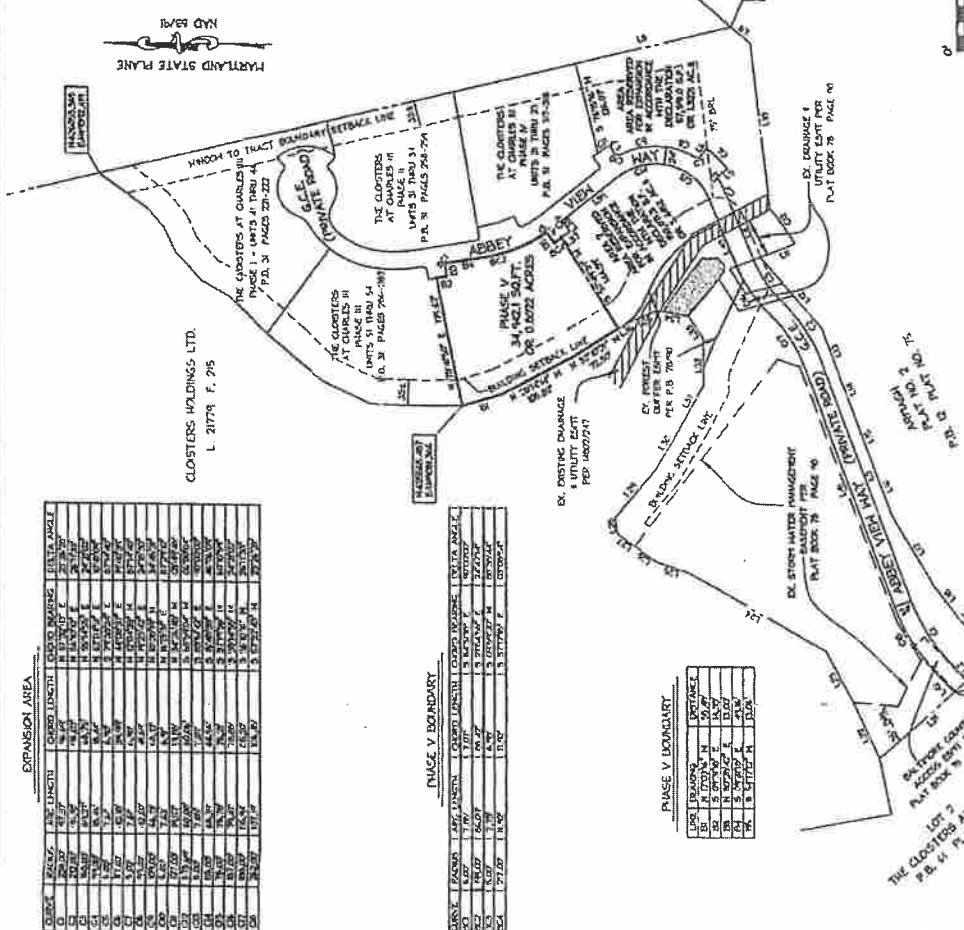


VICINITY MAP
SCALE 1" = 2000'

NOTES:
PHASE V, WHICH CONSISTS OF ALL THE PARCELS AND IMPROVEMENTS...
THE AREA SHOWN ON THIS PLAN DESCRIBED AS 'AREA RESERVED FOR...'
ACCORDANCE WITH THE PROVISIONS OF SECTION 8-203 OF TITLE 11, REAL...

Table with 3 columns: DISTANCE, BEARING, and AREA. Lists various measurements and areas for different lots.

STATE OF MARYLAND
TRUSTEES OF STATE COLLEGES
L. 47H F. 267

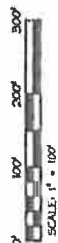


EXPANSION AREA table with columns: LOT, AREA, DISTANCE, BEARING, AREA. Lists lot numbers and their respective dimensions and areas.

PHASE V BOUNDARY table with columns: POINT, BEARING, DISTANCE, POINT, BEARING, DISTANCE. Lists boundary points and measurements.

PHASE V BOUNDARY table with columns: POINT, BEARING, DISTANCE, POINT, BEARING, DISTANCE. Lists boundary points and measurements.

THE DECLARANT RESERVES THE RIGHT TO ANY AND ALL IMPROVED PARCELS...
THE DECLARANT RESERVES THE RIGHT TO ANY AND ALL IMPROVED PARCELS...
THE DECLARANT RESERVES THE RIGHT TO ANY AND ALL IMPROVED PARCELS...



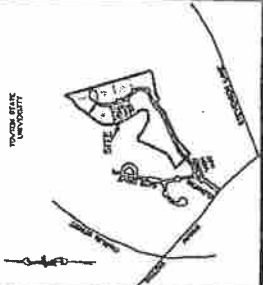
CHRISTOPHER CONSULTANTS
engines - surveying - land planning
7172 Corporate Parkway, Suite 100, Columbia, MD 21046-0006
CCL 90400022

SURVEYOR'S CERTIFICATE
I, ALAN WENDY BARBER, II, a duly licensed Professional Land Surveyor in the State of Maryland...
DATE: 10-11-07

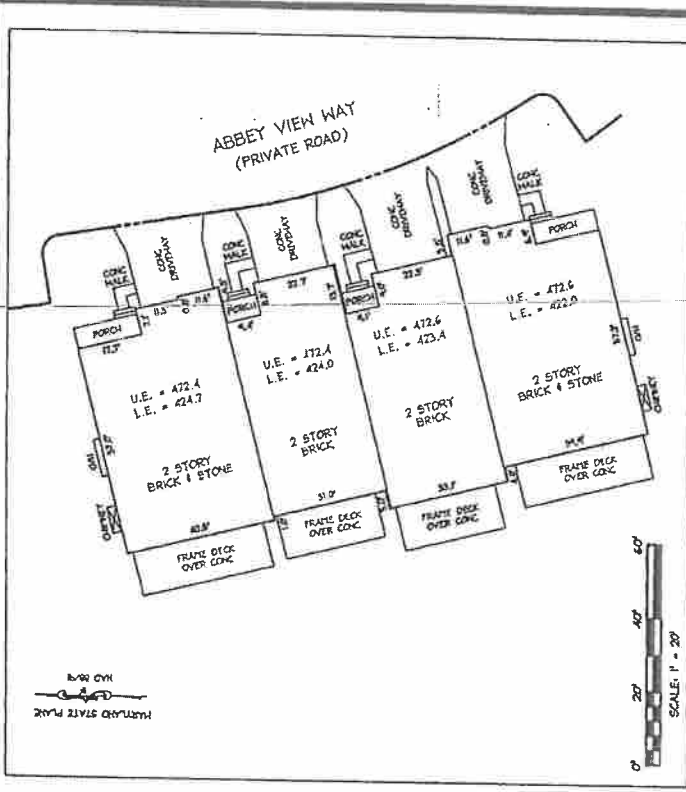
OWNER'S DEDICATION
THE CLUSTERS HOLDINGS, LTD., BEHALF OF THE PROPERTY OWNERS HEREBY AND DECORATED IN...
DATE: _____

OWNER
CLUSTERS HOLDINGS, LTD.
6076 CHARLTON GARDEN
SUITE 300
COLUMBIA, MARYLAND 21046

0026342 141



VICINITY MAP
SCALE: 1" = 200'



CONDOMINIUM PLAT
THE CLOISTERS AT CHARLES III
PHASE V - UNITS 61 THRU 64

8TH ELECTION DISTRICT
BAL, THORPE COUNTY, MARYLAND

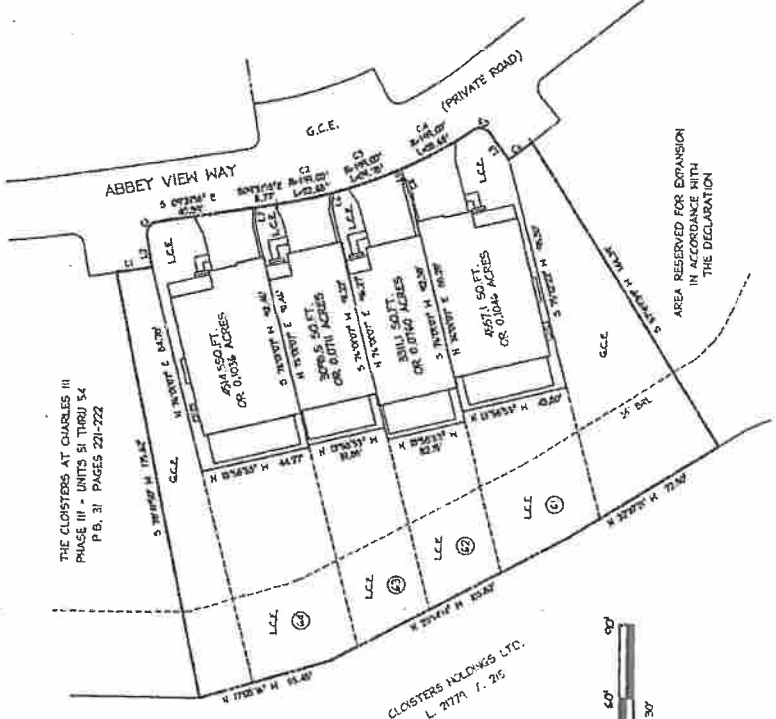
christopher consultants
engineering - surveying - land planning
1712 BRANTLEY PARKWAY, SUITE 100, CHARLES, MD 20840-2000
410.527.8800 FAX: 410.527.8800 CCL 8040002

LINE TABLE

LINE	DESCRIPTION	BEARING	DISTANCE
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18	TO CORNER	N 89° 52' 30" W	13.00'
19	TO CORNER	S 89° 52' 30" E	13.00'
20	TO CORNER	N 89° 52' 30" W	13.00'

CURVE TABLE

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4	1.0000	S 89° 52' 30" E	N 89° 52' 30" W	S 89° 52' 30" E
5	1.0000	N 89° 52' 30" W	S 89° 52' 30" E	N 89° 52' 30" W
6	1.0000	S 89° 52' 30" E	N 89° 52' 30" W	S 89° 52' 30" E
7	1.0000	N 89° 52' 30" W	S 89° 52' 30" E	N 89° 52' 30" W
8	1.0000	S 89° 52' 30" E	N 89° 52' 30" W	S 89° 52' 30" E
9	1.0000	N 89° 52' 30" W	S 89° 52' 30" E	N 89° 52' 30" W
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12	1.0000	S 89° 52' 30" E	N 89° 52' 30" W	S 89° 52' 30" E
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14	1.0000	S 89° 52' 30" E	N 89° 52' 30" W	S 89° 52' 30" E
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17	1.0000	N 89° 52' 30" W	S 89° 52' 30" E	N 89° 52' 30" W
18	1.0000	S 89° 52' 30" E	N 89° 52' 30" W	S 89° 52' 30" E
19	1.0000	N 89° 52' 30" W	S 89° 52' 30" E	N 89° 52' 30" W
20	1.0000	S 89° 52' 30" E	N 89° 52' 30" W	S 89° 52' 30" E



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INVESTIGATION AND BELIEF, THAT THE PLAT AND MAP HEREON MADE, IN CONNECTION WITH THE CONVEYANCE OF THE REAL ESTATE HEREIN DESCRIBED, IS A TRUE AND CORRECT REPRESENTATION OF THE REALITY AS THE SAME EXISTS IN THE PHASE OF THE PLAT AND MAP SET FORTH THEREON.

ALAN WICKERT, SURVEYOR
PROFESSIONAL LAND SURVEYOR, NO. 0196

DATE: 10-16-07

OWNER'S DEDICATION

I, THE UNDERSIGNED, HEREBY DEDICATE TO THE PUBLIC, THE AREA RESERVED FOR EXPANSION IN ACCORDANCE WITH THE DECLARATION, IN CONNECTION WITH THE CONVEYANCE OF THE REAL ESTATE HEREIN DESCRIBED, AND ASSESS THE LIABILITY OF MAINTENANCE OF SAID AREA TO THE REAL PROPERTY INTERESTS IN THE UNITS DESCRIBED IN THIS PLAT AND MAP, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE DECLARATION.

DATE: _____

OWNER:
CLOISTERS HOLDINGS LTD.
1712 BRANTLEY PARKWAY
SUITE 100
CHARLES, MARYLAND 20840

RECORDED: _____
PLAT BOOK: _____
PLAT NO.: _____

SUPPLEMENTARY DECLARATION

CLOISTERS AT CHARLES III, A CONDOMINIUM

THIS SUPPLEMENTARY DECLARATION, made and entered into this 10th day of November, 2007, by CLOISTERS HOLDINGS, LTD., a Maryland corporation (hereinafter and in the exhibits attached hereto sometimes called the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon (hereinafter called the "Additional Property"), located in Baltimore County, Maryland, and more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, prior to the recordation hereof, the Declarant recorded among the Land Records of Baltimore County, Maryland on January 30, 2007, in Liber 25230 at folio 277, et seq., a certain Declaration of Condominium for Cloisters at Charles III, A Condominium with exhibits thereto (hereinafter called the "Declaration"); and

WHEREAS, prior to the recordation hereof, the Declarant has recorded among the aforesaid Land Records a certain plat entitled "The Cloisters at Charles III, A Condominium", as Condominium Plat Book 31, at Plat No. 221, et seq. (hereinafter called the "Plat"); and

WHEREAS, by the recordation of the Declaration and the Plat, the Declarant submitted the Property as described in Exhibit "A" of said Declaration to the provisions of the Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1996), as amended (hereinafter called the "Act"), as a Condominium; and

WHEREAS, the Declarant retained in the Declaration the absolute right, to be exercised prior to seven (7) years from the date of recordation of the Declaration to annex to the Condominium, as originally established by the Declaration, the Additional Property, including improvements thereon and appurtenances thereto, thereby submitting same to each and every provision of the Declaration and the Act; and

WHEREAS, the Declarant intends by the execution and recordation hereof to exercise the aforesaid right to expand the Condominium as originally established by the Declaration.

NOW, THEREFORE, the Declarant hereby grants and declares that all of the Property and Additional Property and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or

encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter and in the Declaration set forth, including the provisions of the Bylaws of the Council of Unit Owners of Cloisters at Charles III, A Condominium (a copy of which is attached to the Declaration as Exhibit "B" and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for establishing the Property and the Additional Property as a Condominium, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and/or any Unit owner in accordance with the Declaration.

As of the recordation of this Supplementary Declaration, the Additional Property and all improvements thereon are hereby annexed and made a part of the Condominium to the same extent as and if the Additional Property was fully described in Exhibit "A" of the Declaration.

As of the recordation of this Supplementary Declaration, the Common Elements and Condominium Units described on Exhibit "B" attached hereto and made a part hereof are made a part of the Condominium to the same extent as and if they were fully described in the Condominium Plat attached to the Declaration as Exhibit "C" thereto.

As of the recordation of this Supplementary Declaration, each Unit in the Condominium shall have the Percentage Interest in Common Elements and votes as set forth in Exhibit "C" attached hereto and made a part hereof. A copy of the Condominium Expansion Plat entitled "Condominium Plat, The Cloisters at Charles III, Phase VI - Units 71 through 74", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 31, folio 334, 335 is attached hereto as Exhibit "D".

Section 1. Severability. Invalidity of any part of this Second Supplementary Declaration by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect. The provisions of this Second Supplementary Declaration shall be liberally construed so as to effect the expansion of the Condominium as contemplated by the Act, the Declaration and this Second Supplementary Declaration.

Section 2. Captions. The captions contained in this Second Supplementary Declaration are for convenience only, are not a part of this Second Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Second Supplementary Declaration.

Section 3. Definitions. Unless specified herein to the contrary, the defined terms used herein shall have the same meaning as in the 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.

WITNESS OR ATTEST:

CLOISTERS HOLDINGS, LTD. a Maryland corporation

Robert L. Callahan

BY: [Signature] (SEAL)
Robert C. Goodier, Jr.
President

STATE OF MARYLAND

*

to wit:

*

COUNTY OF HOWARD

*

I HEREBY CERTIFY that on this 24th day of November, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. Goodier, Jr., known to me (or satisfactorily proven) to be the President of Cloisters Holdings, Ltd., LLC, a Maryland corporation, and that such President, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

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

Robert L. Callahan
Notary Public

My Commission Expires: 2/1/08

[NOTARIAL SEAL]



ATTORNEY'S CERTIFICATION

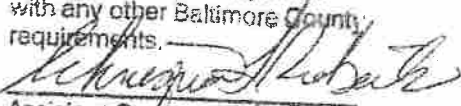
I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



After recording, please return to:

Reese and Carney, LLP
10715 Charter Drive, Suite 200
Columbia, Maryland 21044
Attn: Heather Swan, Esq.
File no. 43032/8064

Reviewed for compliance with
Baltimore County Code
Section(s) 32-4-271(c) only.
Not reviewed for compliance
with any other Baltimore County
requirements.



Assistant County Attorney
Baltimore County Office of Law

LENDER AGREEMENT

JOHN D. LONG, Sole Acting Trustee, and PNC BANK, NATIONAL ASSOCIATION, a national banking institution existing under the laws of the United States of America, successor by merger to Mercantile Mortgage Corporation, who are, respectively, the trustee and beneficiary under an Indemnity Deed of Trust and Security Agreement dated August 19, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 22428, folio 352 and an Indemnity Deed of Trust and Security Agreement dated May 31, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 21971, folio 691; and an Indemnity Deed of Trust and Security Agreement dated December 26, 2006 and recorded among the Land Records of Baltimore County in Liber S.M. No. 24985, folio 301 (the "Deeds of Trust"), (a) join in this Sixth Supplementary Declaration to subject to the Condominium Regime, and the legal effect hereof, all of the right, title and interest under the Deeds of Trust in Unit Numbers 71 through 74 as shown on the Plat entitled "The Cloisters at Charles III, Phase VI - Units 71 through 74", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 334; and (b) agree that, by this Supplementary Declaration, their interest in such real property under the Deeds of Trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in each Unit and its Common Elements Percentage, all as set forth in The Cloisters at Charles III, A Condominium Declaration. Nothing in this Lender Agreement shall create between Cloisters Holdings, Ltd. and any such Person any relationship or partnership or association.

IN WITNESS WHEREOF, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives, this 27th day of November, 2007.

WITNESS/ATTEST:

Erin Connel

[Signature]
John D. Long, Sole Acting Trustee

PNC BANK, NATIONAL ASSOCIATION

Erin Connel

By: [Signature]
John D. Long, Senior Vice President

Exhibit "A"

(Legal Description - Phase VI)



Exhibit A
Metes and Bounds Description of Phase Six
A 26,164.5 Square Foot or 0.6007 Acre Parcel
The Cloisters At Charles III, a Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

Beginning for the same at a point on the North 32° 10' 21" West 86.41 foot line as laid out and shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland, in Plat Book 78, Page 90. Said point being at the beginning of said 86.41 foot line. Thence from the point of **beginning** so fixed, running partly with and binding on the boundary line of said plat and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat, the three (3) following courses and distances, viz:

B14- North 32° 10' 21" West 13.91 feet to a point at the southwestern corner of Phase V, as shown on a plat entitled, "Condominium Plat, The Cloisters at Charles III, Phase V - Units 61 Thru 64" and recorded among the Land Records of Baltimore County, Maryland in Plat Book 31, Page 323. Thence leaving said boundary of Section III, Plat Book 78, Page 90, and running with and binding on Phase V

North 57° 49' 39" East 144.39 feet to a point that intersects the western right of way line of Abbey View Way, a private road as shown on the plat of a portion of Section III. Thence running **with and binding** reversely on said western right of way line the following seven (7) courses and distances, viz:

B1- South 38° 51' 42" East 14.57 feet to a point, thence

B2- North 51° 06' 18" East 13.00 feet to a point, thence

BC1- Southeasterly 7.85 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 83° 51' 42" East 7.07 feet to a point, thence

B3- South 38° 51' 42" East 91.94 feet to a point of curvature, thence

BC2- Southeasterly 68.39 feet along the arc of a tangent curve deflecting to the right, having a radius of 85.00 feet and a chord bearing and distance of South 15° 48' 38" East 66.56 feet to a point, thence

BC3- Southwesterly 78.78 feet along the arc of a tangent curve deflecting to the right, having a radius of 75.00 feet and a chord bearing and distance of South 37° 19' 56" West 75.21 feet to a point, and thence

Exhibit "B"

BEING KNOWN AND DESIGNATED as Condominium Unit Nos. 71-74, as created by a Declaration of Condominium, Cloisters at Charles III, A Condominium, dated January 30, 2007, and recorded among the Land Records of Baltimore County on February 20, 2007, in Liber S.M. No. 25230, folio 277, as amended by a Supplementary Declaration dated November __, 2007, and recorded among the Land Records of Baltimore County in Liber S.M. No. ____, folio ____, and as shown and designated on the Condominium Plat entitled "The Cloisters at Charles III, Phase VI - Units 71 through 74", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio 334, 335.

TOGETHER WITH an undivided percentage interest in the general common elements of the Cloisters at Charles III, A Condominium as set forth in the Declaration of Condominium hereinabove referred to.

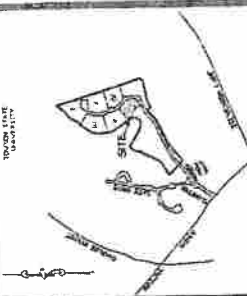
Exhibit "C"

Schedule of Percentage Interests and Votes
Phase 5 - Units 61 through 64
Cloisters at Charles III, a Condominium

<u>Unit</u>	<u>Percentage Interests</u>	<u>Votes</u>
<u>Phase I</u>		
41	4.34%	1
42	4.34%	1
43	4.34%	1
44	4.34%	1
<u>Phase II</u>		
31	4.34%	1
32	4.34%	1
33	4.34%	1
34	4.34%	1
<u>Phase III</u>		
51	4.34%	1
52	4.34%	1
53	4.34%	1
54	4.34%	1
<u>Phase IV</u>		
21	4.34%	1
22	4.34%	1
23	4.34%	1
<u>Phase V</u>		
61	4.34%	1
62	4.34%	1
63	4.34%	1
64	4.34%	1
<u>Phase VI</u>		
71	4.34%	1
72	4.34%	1
73	4.34%	1
74	<u>4.52%</u>	<u>1</u>
Total:	100%	23

Exhibit "D"

(Condominium Plat)

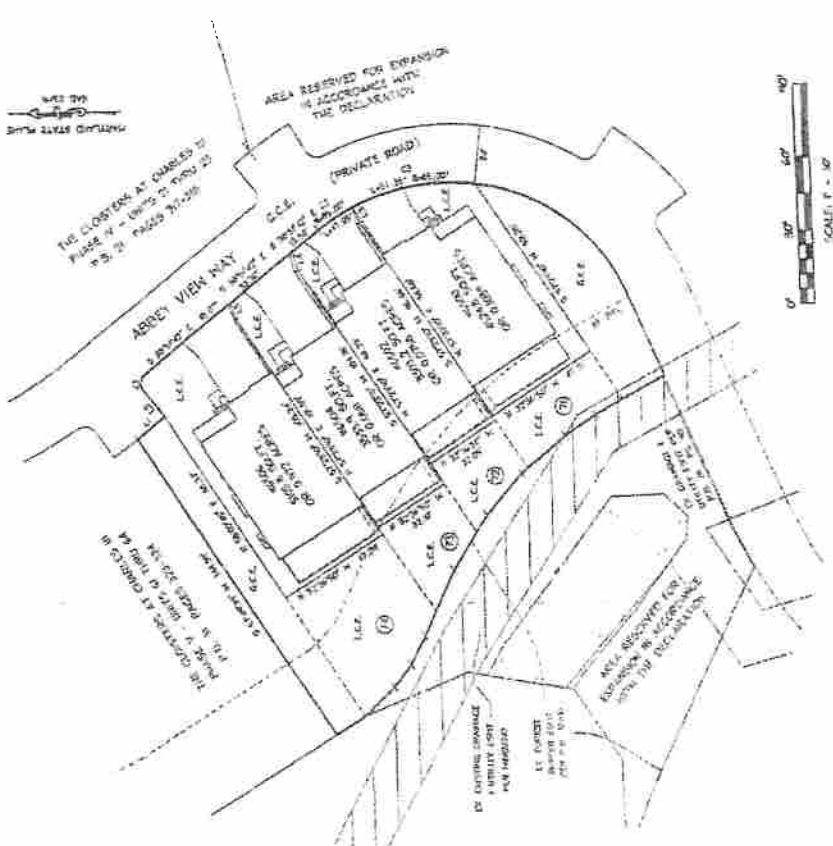


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CURVE TABLE

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CONDOMINIUM PLAN
THE CLOISTERS AT CHARLES III
PHASE VI - UNITS 71 THRU 74

christopher consultants
engineering, surveying, land planning

1111 EASTLIGH DISTRICT
SHELBY COUNTY, TENNESSEE

DATE: 08/20/08
SHEET: 2 OF 4

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original plat as recorded in the public records of the county of Shelby, Tennessee, and that the same is a true and correct copy of the original plat as recorded in the public records of the county of Shelby, Tennessee, and that the same is a true and correct copy of the original plat as recorded in the public records of the county of Shelby, Tennessee.

Surveyor

OWNER'S DECLARATION

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original plat as recorded in the public records of the county of Shelby, Tennessee, and that the same is a true and correct copy of the original plat as recorded in the public records of the county of Shelby, Tennessee.

Owner

COPY

SUPPLEMENTARY DECLARATION

CLOISTERS AT CHARLES III, A CONDOMINIUM

THIS SUPPLEMENTARY DECLARATION, made and entered into this 4th day of June, 2008, by CLOISTERS HOLDINGS, LTD., a Maryland corporation (hereinafter and in the exhibits attached hereto sometimes called the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon (hereinafter called the "Additional Property"), located in Baltimore County, Maryland, and more particularly described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, prior to the recordation hereof, the Declarant recorded among the Land Records of Baltimore County, Maryland on January 30, 2007, in Liber 25230 at folio 277, et seq., a certain Declaration of Condominium for Cloisters at Charles III, A Condominium with exhibits thereto (hereinafter called the "Declaration"); and

WHEREAS, prior to the recordation hereof, the Declarant has recorded among the aforesaid Land Records a certain plat entitled "The Cloisters at Charles III, A Condominium", as Condominium Plat Book 31, at Plat No. 221, et seq. (hereinafter called the "Plat"); and

WHEREAS, by the recordation of the Declaration and the Plat, the Declarant submitted the Property as described in Exhibit "A" of said Declaration to the provisions of the Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1996), as amended (hereinafter called the "Act"), as a Condominium; and

WHEREAS, the Declarant retained in the Declaration the absolute right, to be exercised prior to seven (7) years from the date of recordation of the Declaration to annex to the Condominium, as originally established by the Declaration, the Additional Property, including improvements thereon and appurtenances thereto, thereby submitting same to each and every provision of the Declaration and the Act; and

WHEREAS, the Declarant intends by the execution and recordation hereof to exercise the aforesaid right to expand the Condominium as originally established by the Declaration.

NOW, THEREFORE, the Declarant hereby grants and declares that all of the Property and Additional Property and all appurtenances thereto shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and/or

encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter and in the Declaration set forth, including the provisions of the Bylaws of the Council of Unit Owners of Cloisters at Charles III, A Condominium (a copy of which is attached to the Declaration as Exhibit "B" and by this reference incorporated herein), all of which are declared and agreed to be in aid of a plan for establishing the Property and the Additional Property as a Condominium, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant and/or any Unit owner in accordance with the Declaration.

As of the recordation of this Supplementary Declaration, the Additional Property and all improvements thereon are hereby annexed and made a part of the Condominium to the same extent as and if the Additional Property was fully described in Exhibit "A" of the Declaration.

As of the recordation of this Supplementary Declaration, the Common Elements and Condominium Units described on Exhibit "C" attached hereto and made a part hereof are made a part of the Condominium to the same extent as and if they were fully described in the Condominium Plat attached to the Declaration as Exhibit "C" thereto.

As of the recordation of this Supplementary Declaration, each Unit in the Condominium shall have the Percentage Interest in Common Elements and votes as set forth in Exhibit "D" attached hereto and made a part hereof. A copy of the Condominium Expansion Plat entitled "Condominium Plat, The Cloisters at Charles III, Phase VII - Units 11 through 13", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 31, folio383, 384 is attached hereto as Exhibit "E".

Section 1. Severability. Invalidation of any part of this Second Supplementary Declaration by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect. The provisions of this Second Supplementary Declaration shall be liberally construed so as to effect the expansion of the Condominium as contemplated by the Act, the Declaration and this Second Supplementary Declaration.

Section 2. Captions. The captions contained in this Second Supplementary Declaration are for convenience only, are not a part of this Second Supplementary Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Second Supplementary Declaration.

Section 3. Definitions. Unless specified herein to the contrary, the defined terms used herein shall have the same meaning as in the 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.

WITNESS OR ATTEST:

Candace L. Priddy

CLOISTERS HOLDINGS, LTD. a Maryland corporation

BY: *[Signature]* (SEAL)
Robert C. Goodier, Jr.
President

STATE OF MARYLAND

*

*

*

to wit:

COUNTY OF HOWARD

I HEREBY CERTIFY that on this 7th day of June, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. Goodier, Jr., known to me (or satisfactorily proven) to be the President of Cloisters Holdings, Ltd., LLC, a Maryland corporation, and that such President, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

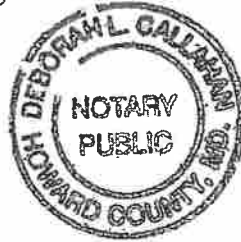
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Deborah L. Callahan

Notary Public

My Commission Expires 2/28/12

[NOTARIAL SEAL]



ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

A handwritten signature in black ink, appearing to read "H. Swan", is written over a horizontal line.

After recording, please return to:

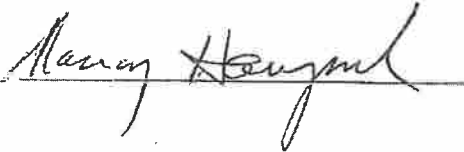
Reese and Carney, LLP
10715 Charter Drive, Suite 200
Columbia, Maryland 21044
Attn: Heather Swan, Esq.
File no. 43032/8064

LENDER AGREEMENT

JOHN D. LONG, Sole Acting Trustee, and PNC BANK, NATIONAL ASSOCIATION, a national banking institution existing under the laws of the United States of America, successor by merger to Mercantile Mortgage Corporation, who are, respectively, the trustee and beneficiary under an Indemnity Deed of Trust and Security Agreement dated August 19, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 22428, folio 352 and an Indemnity Deed of Trust and Security Agreement dated May 31, 2005 and recorded among the Land Records of Baltimore County in Liber S.M. No. 21971, folio 691; and an Indemnity Deed of Trust and Security Agreement dated December 26, 2006 and recorded among the Land Records of Baltimore County in Liber S.M. No. 24985, folio 301 (the "Deeds of Trust"), (a) join in this Seventh Supplementary Declaration to subject to the Condominium Regime, and the legal effect hereof, all of the right, title and interest under the Deeds of Trust in Unit Numbers 11 through 13 as shown on the Plat entitled "The Cloisters at Charles III, Phase VII - Units 11 through 13", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 31, folio ³⁸³~~384~~; and (b) agree that, by this Supplementary Declaration, their interest in such real property under the Deeds of Trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in each Unit and its Common Elements Percentage, all as set forth in The Cloisters at Charles III, A Condominium Declaration. Nothing in this Lender Agreement shall create between Cloisters Holdings, Ltd. and any such Person any relationship or partnership or association.

IN WITNESS WHEREOF, each such Person has signed this Lender Agreement or caused it to be signed on its behalf by its authorized representatives, this 4th day of June, 2008.

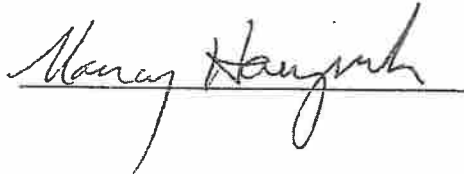
WITNESS/ATTEST:






John D. Long, Sole Acting Trustee

PNC BANK, NATIONAL ASSOCIATION



By: 

John D. Long, Senior Vice President

Exhibit "A"

(Legal Description - Phase VII)



Exhibit A
Metes and Bounds Description of Phase Seven
A 35,335.4 Square Foot or 0.8112 Acre Parcel
The Cloisters at Charles III, a Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

Beginning for the same at a point 659.38 feet from the beginning of the South 13° 44' 44" East 876.62 foot line as shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland, in Plat Book 78, Page 90. Said point also being at the end of the South 13° 44' 44" East 168.33 foot line as shown on a plat entitled, "The Cloisters At Charles III, Phase IV – Units 21 Thru 23" dated September 18, 2007 and recorded among the aforesaid Land Records in Plat Book 31, Page 317. Thence leaving said point and running with and binding on the remainder of said 876.62 foot line, as now surveyed, and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat,

South 13° 44' 44" East 217.24 feet to the end of said 876.62 foot line; thence continuing along said plat line (Plat Book 78, Page 90), the two (2) following courses and distances:

B1- South 40° 46' 14" West 34.36 feet to a point, and thence running with and binding on a portion of the South 83° 20' 47" West 226.66 foot plat line

South 83° 20' 47" West 167.00 feet to a point, thence leaving said plat boundary line and running in, over, through and across a portion of Section III, for a new line of division

B2- North 06° 39' 13" West 51.20 feet to a point on the eastern right of way line of Abbey View Way, a 24 foot wide private road, thence running with and binding on a portion of said eastern right of way line, the following eight (8) courses and distances, viz:

BC1- Northeasterly 40.18 feet along the arc of a tangent curve deflecting to the left, having a radius of 117.00 feet and a chord bearing and distance of North 44° 08' 37" East 39.99 feet to a point, thence

B3- North 55° 41' 43" West 13.12 feet to a point, thence

BC2- Northwesterly 7.61 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of North 12° 04' 23" West 6.90 feet to a point, thence

BC3- Northeasterly 42.00 feet along the arc of a tangent curve deflecting to the left, having a radius of 99.00 feet and a chord bearing and distance of North 19° 23' 42" East 41.69 feet to a point, thence

- BC4- **Northwesterly 66.13 feet** along the arc of a tangent curve deflecting to the left, having a radius of **109.00 feet** and a chord bearing and distance of **North 10° 08' 19" West 65.12 feet** to a point, thence
- BC5- **Northeasterly 7.63 feet** along the arc of a tangent curve deflecting to the right, having a radius of **5.00 feet** and a chord bearing and distance of **North 16° 13' 31" East 6.91 feet** to a point, thence
- B4- **North 59° 58' 06" East 13.11 feet** to a point, and thence
- BC6- **Northwesterly 19.57 feet** along the arc of a tangent curve deflecting to the left, having a radius of **127.00 feet** and a chord bearing and distance of **North 34° 26' 48" West 19.55 feet** to a point at the southwestern corner of The Cloisters, Phase IV, as laid out and shown on the aforesaid Plat recorded in Plat Book 31, Page 317, thence leaving said eastern right of way line of Abbey View Way and running with and binding on the southern boundary line of said Phase IV

North 76° 15' 16" West 126.07 feet to the place of beginning.

Containing 35,335.4 square feet or 0.8112 acres of land, more or less, within the boundaries of this description.

Being: a part of "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005, and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90. Also being part of the land conveyed from Sheppard and Enoch Pratt Foundation, Inc. to Cloisters Holdings LTD. by deed dated May 4, 2004 and recorded among the aforesaid Land Records in Liber 20064, Folio 636, and also by Confirmatory Deed dated April 19, 2005 and recorded in Liber 21779, Folio 215.

I hereby certify that this metes and bounds description was personally prepared by me or that I was in responsible charge over its preparation, and the surveying work reflected in it, and that this description is in compliance with Comar section 09.13.06.08 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors.



Alan Vincent Burke, Jr.
 Alan Vincent Burke, Jr.
 Professional Land Surveyor, Md. No. 10946

6-3-8
 Date

Exhibit "B"

(Legal Description - General Common Elements Expansion)



christopher consultants
engineering · surveying · land planning

Exhibit B
Metes and Bounds Description of General Common Element Areas 1 and 2
The Cloisters At Charles III, A Condominium
Tax Map 69 Parcel 1298
9th Election District Baltimore County, Maryland

General Common Element Area #1 – North and Western Portion
123,906.8 Square Feet or 2.8445 Acres

Beginning for the same at a point 67.22 feet from the beginning of the North 42° 04' 56" West 203.18 foot line as shown on a plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90, thence leaving said point and running with and binding on the remainder of said 203.18 foot line, a common line between said plat and the "Plat of Lot 1 and Lot 2, The Cloisters At Charles" recorded among the aforesaid Land Records at Plat Book 61, Page 56, as now surveyed, and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat,

L18- North 42° 04' 56" West 135.96 feet to a point, thence running with and binding on the next 14 lines of said plat, viz:

L19- North 64° 58' 52" East 84.02 feet to a point, thence

L20- North 61° 27' 00" East 77.50 feet to a point, thence

L21- North 29° 11' 00" East 215.50 feet to a point, thence

L22- North 18° 02' 00" East 45.00 feet to a point, thence

L23- North 35° 00' 00" East 36.50 feet to a point, thence

L24- North 35° 04' 00" East 28.13 feet to a point, thence

L25- North 82° 04' 45" East 22.85 feet to a point, thence

L26- South 49° 44' 07" East 86.04 feet to a point, thence

L27- South 59° 35' 13" East 77.24 feet to a point, thence

L28- South 61° 26' 00" East 52.36 feet to a point, thence

L29- North 89° 29' 52" East 63.11 feet to a point, thence

L30- North 57° 29' 16" East 35.02 feet to a point, thence

L31- North 10° 25' 16" East 43.15 feet to a point, thence

L32- North 22° 32' 20" West 45.51 feet to a point, thence leaving the boundary line of said plat and running with and binding on a portion of the southwestern boundary line of The Cloisters At Charles, Phase VI as laid out and shown on a plat entitled "The Cloisters At Charles III, Phase VI – Units 71 Thru 74" and recorded in the aforesaid Land Records in Plat Book 31, Page 334 the nine (9) following courses and distances, viz:

L33- South 44° 01' 11" East 17.09 feet to a point, thence

L34- South 52° 58' 06" East 11.32 feet to a point, thence

L35- South 62° 54' 54" East 12.88 feet to a point, thence

L36- South 64° 57' 23" East 29.75 feet to a point, thence

L37- South 57° 38' 29" East 26.30 feet to a point, thence

L38- South 49° 35' 39" East 22.17 feet to a point, thence

L39- South 39° 53' 09" East 23.55 feet to a point, thence

L40- South 33° 27' 44" East 15.04 feet to a point, thence

L41- South 28° 38' 21" East 32.19 feet to a point that intersects the western right of way line of a 24 foot private road known as Abbey View Way, thence running with and binding reversely on said private road the following six (6) courses and distances, viz:

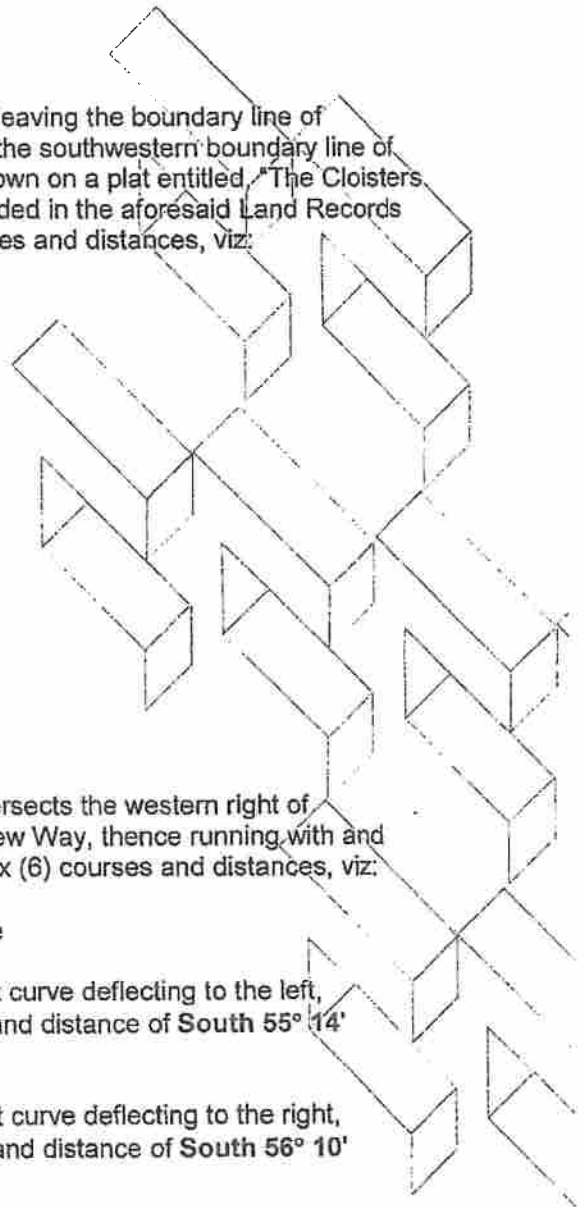
L42- South 67° 25' 26" West 64.95 feet to a point, thence

C7- Southwesterly 79.47 feet along the arc of a tangent curve deflecting to the left, having a radius of 187.00 feet and a chord bearing and distance of South 55° 14' 55" West 78.88 feet to a point, thence

C8- Southwesterly 85.94 feet along the arc of a tangent curve deflecting to the right, having a radius of 188.00 feet and a chord bearing and distance of South 56° 10' 10" West 85.20 feet to a point, thence

L43- South 69° 15' 57" West 342.40 feet to a point, thence

C9- Southwesterly 107.19 feet along the arc of a tangent curve deflecting to the left, having a radius of 262.00 feet and a chord bearing and distance of South 57° 32' 43" West 106.45 feet to a point, and thence



L44- South 45° 49' 29" West 34.48 feet to the place of beginning.

Containing 123,906.8 square feet, or 2.8445 acres of land, more or less, within the boundaries of this description.

General Common Element Area #2 – South and Eastern Portion
22,255.5 Square Feet or 0.5109 Acres

Beginning for the same at a point at the Southwesternmost corner of a parcel of land shown on a plat entitled "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005 and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90, said point being the beginning of the North 42° 04' 56" West 203.18 foot line. Thence running with and binding on a portion of said line, as now surveyed, and referring all bearings of this description to the Maryland State Plane Coordinate System as indicated on said plat,

- L1- North 42° 04' 56" West 43.20 feet, thence leaving said line and running through a portion of Section III and binding reversely on the southern line of a 24 foot private road, known as Abbey View Way, the following 16 courses, viz:
- L2- North 45° 49' 29" East 35.36 feet to a point, thence
- C1- Northeasterly 97.37 feet along the arc of a tangent curve deflecting to the right, having a radius of 238.00 feet and a chord bearing and distance of North 57° 32' 43" East 96.69 feet to a point, thence
- L3- North 69° 15' 57" East 342.40 feet to a point, thence
- C2- Northeasterly 96.91 feet along the arc of a tangent curve deflecting to the left, having a radius of 212.00 feet and a chord bearing and distance of North 56° 10' 10" East 96.07 feet to a point, thence
- C3- Northeasterly 69.27 feet along the arc of a tangent curve deflecting to the right, having a radius of 163.00 feet and a chord bearing and distance of North 55° 14' 55" East 68.75 feet to a point, thence
- L4- North 67° 25' 26" East 101.85 feet to a point, thence
- C4- Northeasterly 18.46 feet along the arc of a tangent curve deflecting to the left, having a radius of 99.00 feet and a chord bearing and distance of North 62° 04' 51" East 18.44 feet to a point, thence
- C5- Southeasterly 7.61 feet along the arc of a tangent curve deflecting to the right, having a radius of 5.00 feet and a chord bearing and distance of South 79° 38' 24" East 6.90 feet to a point, thence

- L5- South 36° 01' 04" East 13.12 feet to a point at the beginning of the North 06° 39' 13" West 51.20 foot line of The Cloisters At Charles III, Phase VII, thence leaving said eastern right of way line of the 24 foot private right of way known as Abbey View Way, and running with and binding reversely on said 51.20 foot line of Phase VII
- L6- South 06° 39' 13" East 51.20 feet to a point on the South 83° 20' 47" West 226.66 foot boundary line of the aforementioned plat entitled, "Plat of a Portion of Section III, Cloisters At Charles" recorded at Plat Book 78, Page 90, thence running with and binding on the remainder of said 226.66 foot line
- L7- South 83° 20' 47" West 59.66 feet to a point, thence running with and binding on the southern boundary lines of the aforesaid plat recorded in Plat Book 78, Page 90
- C6- Southwesterly 60.08 feet along the arc of a tangent curve deflecting to the right, having a radius of 573.69 feet and a chord bearing and distance of South 53° 59' 04" West 60.06 feet to a point, thence
- L8- North 21° 16' 39" West 51.63 feet to a point, thence
- L9- South 48° 47' 41" West 127.64 feet to a point, thence
- L10- South 69° 13' 33" West 59.99 feet to a point, thence
- L11- South 69° 13' 47" West 60.00 feet to a point, thence
- L12- South 69° 14' 01" West 60.01 feet to a point, thence
- L13- South 69° 13' 37" West 87.11 feet to a point, thence
- L14- South 58° 57' 03" West 109.32 feet to a point, thence
- L15- South 51° 48' 39" West 64.13 feet to a point, thence
- L16- South 45° 00' 57" East 1.02 feet to a point, and thence
- L17- South 52° 39' 42" West 62.39 feet, to the place of beginning.

Containing 22,255.5 square feet, or 0.5109 acres of land, more or less within the boundaries of this description.

Being: a part of "Plat of a Portion of Section III, Cloisters At Charles" dated July 25, 2005, and recorded among the Land Records of Baltimore County, Maryland in Plat Book 78, Page 90. Also being part of the land conveyed from Sheppard and Enoch Pratt Foundation, Inc. to Cloisters Holdings LTD. by deed dated May 4, 2004 and recorded among the aforesaid Land Records in Liber 20064, Folio 636, and also by Confirmatory Deed dated April 19, 2005 and recorded in Liber 21779, Folio 215.

I hereby certify that this metes and bounds description was personally prepared by me or that I was in responsible charge over its preparation, and the surveying work reflected in it, and that this description is in compliance with Comar section 09.13.06.08 of the Minimum Standards of Practice as now adopted by the Maryland Board for Professional Land Surveyors.



Alan Vincent Burke, Jr.
Alan Vincent Burke, Jr.
Professional Land Surveyor Md. No. 10946

6-3-08
Date

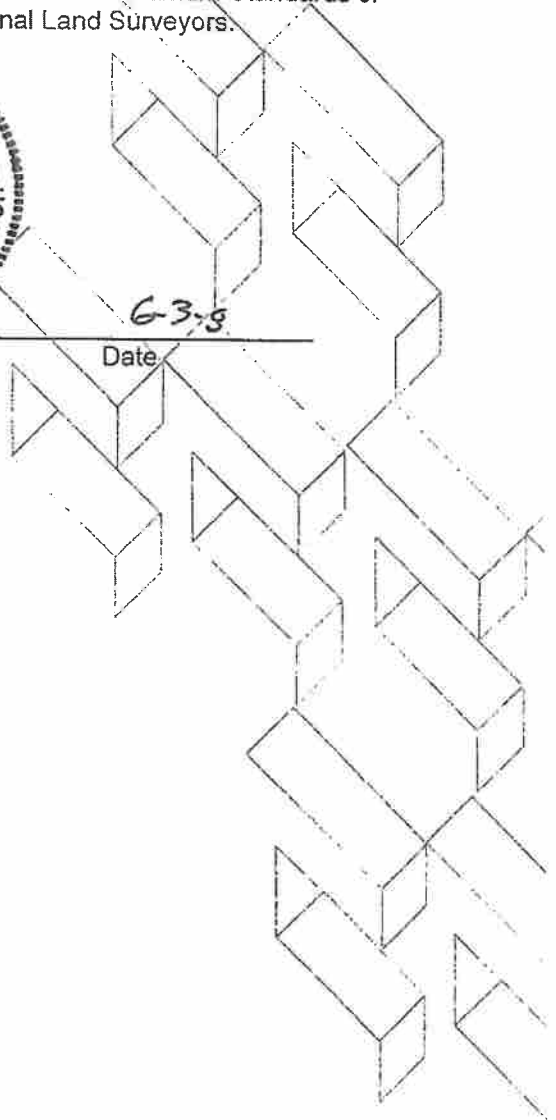


Exhibit "C"

BEING KNOWN AND DESIGNATED as Condominium Unit Nos. 11-13, as created by a Declaration of Condominium, Cloisters at Charles III, A Condominium, dated January 30, 2007, and recorded among the Land Records of Baltimore County on February 20, 2007, in Liber S.M. No. 25230, folio 277, as amended by a Supplementary Declaration dated June __, 2008, and recorded among the Land Records of Baltimore County in Liber S.M. No. ____, folio ____, and as shown and designated on the Condominium Plat entitled "The Cloisters at Charles III, Phase VII - Units 11 through 13", which Condominium Plat is recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. ____, folio ____.

TOGETHER WITH an undivided percentage interest in the general common elements of the Cloisters at Charles III, A Condominium as set forth in the Declaration of Condominium hereinabove referred to.

Exhibit "D"

Schedule of Percentage Interests and Votes
Phase VII - Units 11 through 13
Cloisters at Charles III, a Condominium

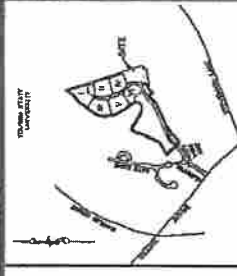
<u>Unit</u>	<u>Percentage Interests</u>	<u>Votes</u>
<u>Phase I</u>		
41	3.85%	1
42	3.85%	1
43	3.85%	1
44	3.85%	1
<u>Phase II</u>		
31	3.85%	1
32	3.85%	1
33	3.85%	1
34	3.85%	1
<u>Phase III</u>		
51	3.85%	1
52	3.85%	1
53	3.85%	1
54	3.85%	1
<u>Phase IV</u>		
21	3.85%	1
22	3.85%	1
23	3.85%	1
<u>Phase V</u>		
61	3.85%	1
62	3.85%	1
63	3.85%	1
64	3.85%	1
<u>Phase VI</u>		
71	3.85%	1
72	3.85%	1
73	3.85%	1
74	3.85%	1

[CONTINUED ON NEXT PAGE]

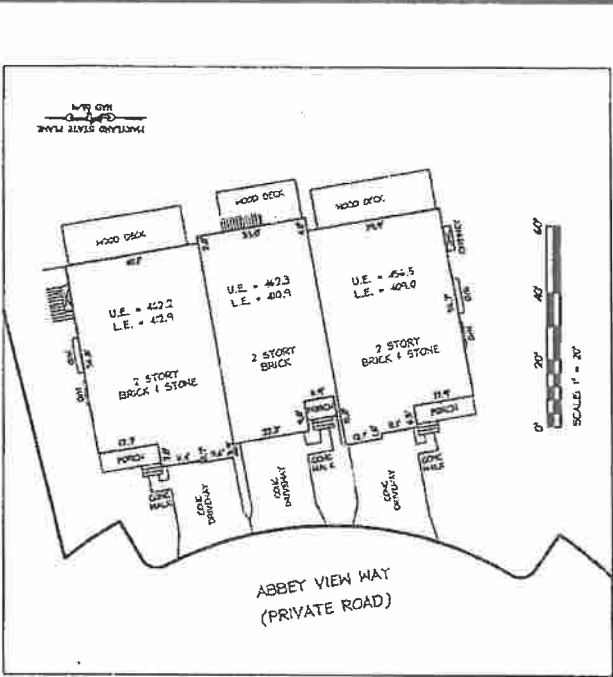
Phase VII

11	3.85%	1
12	3.85%	1
13	3.75%	<u>1</u>
Total:	100%	26

Exhibit "E"
(Condominium Plat)



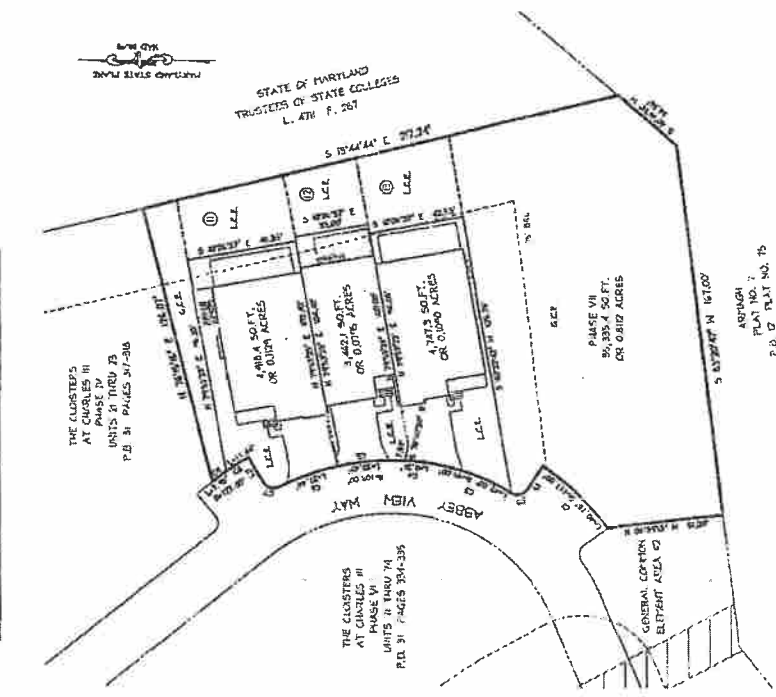
VICINITY MAP
ADC #2070323
SCALE: 1" = 2000'



SCALE: 1" = 20'

LINE TABLE

LINE	DESCRIPTION	REFERENCE
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SCALE: 1" = 30'

CURVE TABLE

STATION	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	ANGLE	PIECE
0+00	S 89° 57' 10" W	100.00	100.00	90°	1
0+17.47	S 89° 57' 10" W	100.00	100.00	90°	1
0+34.94	S 89° 57' 10" W	100.00	100.00	90°	1
0+52.41	S 89° 57' 10" W	100.00	100.00	90°	1
0+69.88	S 89° 57' 10" W	100.00	100.00	90°	1
0+87.35	S 89° 57' 10" W	100.00	100.00	90°	1
1+04.82	S 89° 57' 10" W	100.00	100.00	90°	1
1+22.29	S 89° 57' 10" W	100.00	100.00	90°	1
1+39.76	S 89° 57' 10" W	100.00	100.00	90°	1
1+57.23	S 89° 57' 10" W	100.00	100.00	90°	1
1+74.70	S 89° 57' 10" W	100.00	100.00	90°	1
1+92.17	S 89° 57' 10" W	100.00	100.00	90°	1
2+09.64	S 89° 57' 10" W	100.00	100.00	90°	1
2+27.11	S 89° 57' 10" W	100.00	100.00	90°	1
2+44.58	S 89° 57' 10" W	100.00	100.00	90°	1
2+62.05	S 89° 57' 10" W	100.00	100.00	90°	1
2+79.52	S 89° 57' 10" W	100.00	100.00	90°	1
2+96.99	S 89° 57' 10" W	100.00	100.00	90°	1
3+14.46	S 89° 57' 10" W	100.00	100.00	90°	1
3+31.93	S 89° 57' 10" W	100.00	100.00	90°	1
3+49.40	S 89° 57' 10" W	100.00	100.00	90°	1
3+66.87	S 89° 57' 10" W	100.00	100.00	90°	1
3+84.34	S 89° 57' 10" W	100.00	100.00	90°	1
4+01.81	S 89° 57' 10" W	100.00	100.00	90°	1
4+19.28	S 89° 57' 10" W	100.00	100.00	90°	1
4+36.75	S 89° 57' 10" W	100.00	100.00	90°	1
4+54.22	S 89° 57' 10" W	100.00	100.00	90°	1
4+71.69	S 89° 57' 10" W	100.00	100.00	90°	1
4+89.16	S 89° 57' 10" W	100.00	100.00	90°	1
5+06.63	S 89° 57' 10" W	100.00	100.00	90°	1
5+24.10	S 89° 57' 10" W	100.00	100.00	90°	1
5+41.57	S 89° 57' 10" W	100.00	100.00	90°	1
5+59.04	S 89° 57' 10" W	100.00	100.00	90°	1
5+76.51	S 89° 57' 10" W	100.00	100.00	90°	1
5+93.98	S 89° 57' 10" W	100.00	100.00	90°	1
6+11.45	S 89° 57' 10" W	100.00	100.00	90°	1
6+28.92	S 89° 57' 10" W	100.00	100.00	90°	1
6+46.39	S 89° 57' 10" W	100.00	100.00	90°	1
6+63.86	S 89° 57' 10" W	100.00	100.00	90°	1
6+81.33	S 89° 57' 10" W	100.00	100.00	90°	1
6+98.80	S 89° 57' 10" W	100.00	100.00	90°	1
7+16.27	S 89° 57' 10" W	100.00	100.00	90°	1
7+33.74	S 89° 57' 10" W	100.00	100.00	90°	1
7+51.21	S 89° 57' 10" W	100.00	100.00	90°	1
7+68.68	S 89° 57' 10" W	100.00	100.00	90°	1
7+86.15	S 89° 57' 10" W	100.00	100.00	90°	1
8+03.62	S 89° 57' 10" W	100.00	100.00	90°	1
8+21.09	S 89° 57' 10" W	100.00	100.00	90°	1
8+38.56	S 89° 57' 10" W	100.00	100.00	90°	1
8+56.03	S 89° 57' 10" W	100.00	100.00	90°	1
8+73.50	S 89° 57' 10" W	100.00	100.00	90°	1
8+90.97	S 89° 57' 10" W	100.00	100.00	90°	1
9+08.44	S 89° 57' 10" W	100.00	100.00	90°	1
9+25.91	S 89° 57' 10" W	100.00	100.00	90°	1
9+43.38	S 89° 57' 10" W	100.00	100.00	90°	1
9+60.85	S 89° 57' 10" W	100.00	100.00	90°	1
9+78.32	S 89° 57' 10" W	100.00	100.00	90°	1
9+95.79	S 89° 57' 10" W	100.00	100.00	90°	1
10+13.26	S 89° 57' 10" W	100.00	100.00	90°	1
10+30.73	S 89° 57' 10" W	100.00	100.00	90°	1
10+48.20	S 89° 57' 10" W	100.00	100.00	90°	1
10+65.67	S 89° 57' 10" W	100.00	100.00	90°	1
10+83.14	S 89° 57' 10" W	100.00	100.00	90°	1
11+00.61	S 89° 57' 10" W	100.00	100.00	90°	1
11+18.08	S 89° 57' 10" W	100.00	100.00	90°	1
11+35.55	S 89° 57' 10" W	100.00	100.00	90°	1
11+53.02	S 89° 57' 10" W	100.00	100.00	90°	1
11+70.49	S 89° 57' 10" W	100.00	100.00	90°	1
11+87.96	S 89° 57' 10" W	100.00	100.00	90°	1
12+05.43	S 89° 57' 10" W	100.00	100.00	90°	1
12+22.90	S 89° 57' 10" W	100.00	100.00	90°	1
12+40.37	S 89° 57' 10" W	100.00	100.00	90°	1
12+57.84	S 89° 57' 10" W	100.00	100.00	90°	1
12+75.31	S 89° 57' 10" W	100.00	100.00	90°	1
12+92.78	S 89° 57' 10" W	100.00	100.00	90°	1
13+10.25	S 89° 57' 10" W	100.00	100.00	90°	1
13+27.72	S 89° 57' 10" W	100.00	100.00	90°	1
13+45.19	S 89° 57' 10" W	100.00	100.00	90°	1
13+62.66	S 89° 57' 10" W	100.00	100.00	90°	1
13+80.13	S 89° 57' 10" W	100.00	100.00	90°	1
13+97.60	S 89° 57' 10" W	100.00	100.00	90°	1
14+15.07	S 89° 57' 10" W	100.00	100.00	90°	1
14+32.54	S 89° 57' 10" W	100.00	100.00	90°	1
14+50.01	S 89° 57' 10" W	100.00	100.00	90°	1
14+67.48	S 89° 57' 10" W	100.00	100.00	90°	1
14+84.95	S 89° 57' 10" W	100.00	100.00	90°	1
15+02.42	S 89° 57' 10" W	100.00	100.00	90°	1
15+19.89	S 89° 57' 10" W	100.00	100.00	90°	1
15+37.36	S 89° 57' 10" W	100.00	100.00	90°	1
15+54.83	S 89° 57' 10" W	100.00	100.00	90°	1
15+72.30	S 89° 57' 10" W	100.00	100.00	90°	1
15+89.77	S 89° 57' 10" W	100.00	100.00	90°	1
16+07.24	S 89° 57' 10" W	100.00	100.00	90°	1
16+24.71	S 89° 57' 10" W	100.00	100.00	90°	1
16+42.18	S 89° 57' 10" W	100.00	100.00	90°	1
16+59.65	S 89° 57' 10" W	100.00	100.00	90°	1
17+17.12	S 89° 57' 10" W	100.00	100.00	90°	1
17+34.59	S 89° 57' 10" W	100.00	100.00	90°	1
17+52.06	S 89° 57' 10" W	100.00	100.00	90°	1
17+69.53	S 89° 57' 10" W	100.00	100.00	90°	1
17+86.99	S 89° 57' 10" W	100.00	100.00	90°	1
18+04.46	S 89° 57' 10" W	100.00	100.00	90°	1
18+21.93	S 89° 57' 10" W	100.00	100.00	90°	1
18+39.40	S 89° 57' 10" W	100.00	100.00	90°	1
18+56.87	S 89° 57' 10" W	100.00	100.00	90°	1
18+74.34	S 89° 57' 10" W	100.00	100.00	90°	1
18+91.81	S 89° 57' 10" W	100.00	100.00	90°	1
19+09.28	S 89° 57' 10" W	100.00	100.00	90°	1
19+26.75	S 89° 57' 10" W	100.00	100.00	90°	1
19+44.22	S 89° 57' 10" W	100.00	100.00	90°	1
19+61.69	S 89° 57' 10" W	100.00	100.00	90°	1
19+79.16	S 89° 57' 10" W	100.00	100.00	90°	1
19+96.63	S 89° 57' 10" W	100.00	100.00	90°	1
20+14.10	S 89° 57' 10" W	100.00	100.00	90°	1
20+31.57	S 89° 57' 10" W	100.00	100.00	90°	1
20+49.04	S 89° 57' 10" W	100.00	100.00	90°	1
20+66.51	S 89° 57' 10" W	100.00	100.00	90°	1
20+83.98	S 89° 57' 10" W	100.00	100.00	90°	1
21+01.45	S 89° 57' 10" W	100.00	100.00	90°	1
21+18.92	S 89° 57' 10" W	100.00	100.00	90°	1
21+36.39	S 89° 57' 10" W	100.00	100.00	90°	1
21+53.86	S 89° 57' 10" W	100.00	100.00	90°	1
21+71.33	S 89° 57' 10" W	100.00	100.00	90°	1
21+88.80	S 89° 57' 10" W	100.00	100.00	90°	1
22+06.27	S 89° 57' 10" W	100.00	100.00	90°	1
22+23.74	S 89° 57' 10" W	100.00	100.00	90°	1
22+41.21	S 89° 57' 10" W	100.00	100.00	90°	1
22+58.68	S 89° 57' 10" W	100.00	100.00	90°	1
23+16.15	S 89° 57' 10" W	100.00	100.00	90°	1
23+33.62	S 89° 57' 10" W	100.00	100.00	90°	1
23+51.09	S 89° 57' 10" W	100.00	100.00	90°	1
23+68.56	S 89° 57' 10" W	100.00	100.		

MR./MADAM CLERK:
PLEASE INDEX THE NAME OF EACH
PARTY, AND THE SUBDIVISION
NAME, IN BOTH THE GRANTOR
AND GRANTEE INDEXES.

**CLOISTERS AT CHARLES
SECTION III**

**DECLARATION AND AGREEMENT
ESTABLISHING WATER AND SEWER
FACILITIES CHARGES**

THIS DECLARATION AND AGREEMENT ("Declaration"), made this 29th day of April, 2005, by and between **CLOISTERS HOLDINGS, LTD.**, a Maryland corporation with a business address of 10705 Charter Drive, Suite 320, Columbia, Maryland 21044 (hereinafter referred to as the "Owner") and **GOODIER BUILDERS AT THE CLOISTERS, LLC**, a Maryland limited liability company with a business address of 10705 Charter Drive, Suite 320, Columbia, Maryland 21044 (hereinafter referred to as the "Developer").

WHEREAS, Owner is the owner, in fee simple, of all that land or property situate within Baltimore County, Maryland and more particularly described in Exhibit A attached to that certain deed dated May 4, 2004 and recorded among the Land Records of Baltimore County, Maryland (hereinafter the "County") in Liber SM 20064, Folio 636 (the "Property"), containing 1.595 acres of land, more or less, as shown on a Plat entitled "Plat of a Portion of the Cloisters at Charles, Section III", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 75, folio 98 (the "Plat"). Developer intends to develop and improve the Property with six (6) residential Condominium Units (hereinafter the "Units") as part of the Condominium Regime known or to be known as "The Cloisters At Charles II Condominium" (hereinafter the "Subdivision"); and

WHEREAS, as part of the scheme of development of the Property, the Condominium and/or the Units have been or are to be provided with water pipes in the streets; all required transmission lines to appropriate water supply; the physical water connection from the water pipes in the streets to each individual Unit, and all other facilities relating to public water services required under the certain Utility Agreement or Public Works Agreement dated June 28, 2004, No. 01492 UAO (the "Utility Agreement") between the Owner and/or the Developer and the County (all of such pipes, appurtenances, connections, facilities and associated components being herein referred to collectively as the "Water Facilities"); and sewer pipes in the streets, and the physical sewer connections from the sewer pipes in the streets to each individual lot

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line, and all other facilities relating to public sanitary sewer services required pursuant to the Utility Agreement (all of such pipes, connections and facilities being herein referred to collectively as the "Sewer Facilities"); and

WHEREAS, Developer has agreed with the County that in consideration of the Developer's construction of the Water and Sewer Facilities in accordance with the County's specifications at no cost to the County and, upon completion of the connection of the Water Facilities to the County water distribution system, and the Sewer Facilities to the public sanitary sewer system, the County will not impose certain charges (including front foot benefit assessments or water and/or sewer benefit assessments) against the Lots; and

WHEREAS, because the Property is not currently subject to any water or sewer benefit assessments, the Owner and the Developer being entitled to do so under Section 32-4-310 of the Baltimore County Code have covenanted and agreed to establish charges and a lien relating thereto upon that portion of the Property to be subdivided and developed into the Units whereby the cost of the construction and installation of the Water Facilities and the Sewer Facilities is to be paid by the owner or owners of the Units, their successors, personal representatives and assigns, in annual installments over a period of thirty-three (33) years. As used herein, the term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Unit, but excluding those having such interest merely as security for the performance of an obligation. Owner shall for purposes hereunder be also defined as the party(ies) primarily liable from time to time for the payment of real estate taxes to the County for the Unit. Except for the proration of the first and last years as hereinafter set forth, payments are to be made in equal annual installments (each such annual installment, whether or not prorated, is referred to individually herein as a "Water Facilities Charge" and/or a "Sewer Facilities Charge" and collectively as the "Water Facilities Charges" and/or the "Sewer Facilities Charges"); and

WHEREAS, the maintenance after construction of the Water and/or Sewer Facilities insofar as they are located within the streets, public rights-of-way and easements on any portion of an individual Unit included within an easement in favor of the County, is to be the responsibility of the County or appropriate governmental agencies, and the maintenance after construction of those portions of the Water and/or Sewer Facilities located within a Unit and not located within the streets and public rights-of-way and easements in favor of the County shall be the responsibility of the Unit Owner; and

WHEREAS, the water supplied to and used by each Unit and the sewerage disposal associated with each Unit, are to be furnished, and billed for, by the County, to said individual Unit owners from time to time, and are to be paid for as billed; and

WHEREAS, in order to make the covenant and agreement to pay the Water Facilities Charges and the Sewer Facilities Charges a covenant and agreement running with the Property and binding upon the parties hereto and each of their successors, personal representatives and assigns, the parties to this Agreement have agreed to

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enter into this Declaration whereby the Owner and the Developer will declare that the portion of the Property to be subdivided and developed into the Units (whether existing as of the date hereof or subsequently constructed) are subject to the covenants, agreements and charges hereinafter set forth, all as part of and in furtherance of the general scheme of development of the Units owned by the Owner in the Subdivision.

NOW, THEREFORE, in consideration of the performance of the covenants, agreements, conditions, charges and liens hereinafter set forth and within the above recitals which are incorporated herein by reference, the Owner and the Developer do hereby covenant and agree as follows:

FIRST: The foregoing recitals are incorporated herein as a substantive part of this Declaration.

SECOND: The Owner and the Developer do hereby declare that all of the following Property and all Units to be developed and subdivided therefrom as part of the Condominium are subject to the covenants, agreements, conditions, charges and liens hereinafter set out and said covenants, agreements, conditions, charges and liens shall run with the Property and/or the Units and shall be binding upon the Developer, the Owner and, upon the owners of each Unit, and their respective successors and assigns, and upon all the land described as follows:

BEING KNOWN AND DESIGNATED as all that parcel of ground containing 1.595 acres of land, more or less, as shown on a Plat entitled "Plat of a Portion of Cloisters at Charles, Section III", which Plat is recorded among the Land Records of Baltimore County, in Plat Book S.M. No. 75, folio 98.

THIRD: The Property and each of the Units to be purchased shall be subject to this Declaration and the annual Water Facilities Charges and Sewer Facilities Charges, representing annual charges for the construction and installation of Water Facilities and Sewer Facilities for the Property or Subdivision, the construction and installation of water and sewer pipes in the streets, and the connection from the water and sewer pipes in the streets of the Subdivision to the individual Units, and water and sewer transmission lines as needed, which Water Facilities Charges and Sewer Facilities Charges shall constitute liens or encumbrances on the Units with respect to which said charges are made.

FOURTH: From and after the date hereof, upon fee simple conveyance of any Unit or any other portion of the Property comprising a Unit, any and each such grantee shall pay all charges provided for in this Declaration at the times and in the manner required herein, whether or not such requirement be so expressed in any conveyance deed. Said charges shall include, without limitation, all those charges due and unpaid at the time said grantee acquires title, and all those charges thereafter falling due as long as said grantee shall hold title of record, without the right in any event to reimbursement from the Developer or the Owner for charges which said owner may pay in advance.

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The Water Facilities Charges and Sewer Facilities Charges together with interest, late fees and all costs incurred by the Developer, its successors or assigns, in the collection of the same, including reasonable attorneys' fees, shall be a continuing lien upon the Unit (including all improvements thereon) against which each such Water Facilities Charge and/or Sewer Facilities Charges are made, pursuant to the Maryland Contract Lien Act. Each such Water Facilities Charge and/or Sewer Facilities Charge, together with interest, costs, late fees and attorneys' fees, shall be the personal obligation of the person (or joint and several obligation if more than one owner) who was the owner of a Lot at the time when the charge fell due. A certificate in writing, signed by a representative or agent of the Developer, its successors or assigns, will be given on demand to any Unit owner liable for said charges, setting forth the status of such charges with respect to the Unit in question and in reference to which an inquiry is made, and such certificate in favor of any one relying thereon to his damage shall be binding on the Developer, its successors and assigns.

FIFTH: The annual Water Facilities Charges and Sewer Facilities Charges described herein shall commence (the "Commencement Date") with respect to each Unit subdivided and developed from the Property on the earlier to occur of (a) the day of the initial conveyance of said Unit from the Owner to a grantee, including without limitation, any foreclosure by any party holding a mortgage or deed of trust encumbering a Unit or Units or any deed or deeds in lieu of foreclosure, or (b) January 1, 2007. Said Water Facilities Charges and Sewer Facilities Charges shall terminate (except as to any unpaid Water Facilities Charges and/or Sewer Facilities Charges, interest, costs, late fees and attorneys' fees accruing) with respect to each Unit, thirty-three (33) years following the Commencement Date, unless sooner paid in full as hereinafter provided. Said Water Facilities Charges shall be paid annually by each Unit Owner to the Developer, its successors or assigns, in equal installments of Three Hundred Ninety Dollars (\$390.00) per Unit per year and the Sewer Facilities Charges shall be paid annually by each Unit Owner to the Developer, its successors or assigns, in equal installments of Three Hundred Ninety Dollars (\$390.00) per Unit per year. The aggregate annual installment due for the Water and Sewer Facilities Charges being Seven Hundred Eighty Dollars (\$780.00). The annual Water Facilities Charges and the Annual Sewer Facilities Charges shall be due and payable in advance on the first (1st) day of January of every year; provided, however, that the first year's payment shall be due and payable on the Commencement Date and shall be prorated according to the number of days from the Commencement Date to December 31st of the year of the Commencement Date and the 34th year's payment shall be the applicable annual payment less the prorated amount paid for the first year. In addition to the Annual Water Facilities Charges and Sewer Facilities Charges above provided for the first residential purchaser of each Lot made subject to this Declaration shall be obligated to pay to the Declarant, its successors or assigns, at settlement upon the sale and purchase of the Lot, a one time set up fee not to exceed Twenty-Five Dollars (\$25.00), to defray the cost associated with setting up a collection account relating to the annual Water and Sewer Facilities Charges respecting such Lot.

SIXTH: Pursuant to §32-4-311 of the Baltimore County Code, the Developer, or its successors and assigns, shall provide to each Unit owner an annual statement

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regarding the Water and Sewer Facilities Charges on each such Unit indicating (a) the annual amount due, (b) the remaining term, and (c) the total amount of any outstanding principal balance of the Water and Sewer Facilities Charges still due on such Unit.

SEVENTH: All Water Facilities Charges and Sewer Facilities Charges payable in accordance with this Declaration shall be payable to the Developer, its successors and assigns, in accordance with the billings issued from time to time by the Developer Utility Company, its successors and assigns. Failure to receive a bill or statement therefore from the Developer, or its successors or assigns, does not, however, relieve an owner or owners of his/her/its/their liability to pay Water Facilities Charges, Sewer Facilities Charges, or interest thereon, or late fees, costs and/or attorneys' fees provided for herein.

EIGHTH: If any such Water and Sewer Facilities Charges remain unpaid for thirty (30) days after the due date provided for herein, regardless of whether the billing for the Water and Sewer Facilities Charges has been sent or received, there shall be a late payment charge of ten percent (10%) of the late payment, plus the Water and Sewer Facilities Charges shall bear interest at the rate of one and one-half (1.5%) percent per month dating from its due date until paid, together with late charges and reasonable attorneys' fees of at least Five Hundred Dollars (\$500.00) or as actually expended, whichever is greater. The Developer, and/or its successors and assigns, may collect the delinquent Water and Sewer Facilities Charges by a contract action at law or by a bill in equity to enforce such Water and Sewer Facilities Charges, which such Water and Sewer Facilities Charges shall be deemed to be a lien against the real property or Unit to which assessed enforceable and collectible under the Maryland Contract Lien Act contained in the Real Property Article of the Annotated Code of Maryland, together with interest at the rate of 1.5% per month and late charges and reasonable attorneys' fees, together with any private process server and other collection costs, and any judgment or decree obtained, where the Defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. The lien created hereby and as may be obtained pursuant to the Maryland Contract Lien Act shall be effective from and shall relate back to the date of execution and recordation of this Declaration, which hereby secures payment from this date of all the Water and Sewer Facilities Charges and costs and expenses of collection, and shall not be subordinate to any other liens or mortgages or deeds of trust. The Developer, and/or its successors and assigns, may sue at law or file a bill in equity to enforce the Water and Sewer Facilities Charges and all other fees or charges due hereunder against the owner of record at the time such Water and Sewer Facilities Charges became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof in a newspaper of general circulation in the county once a week for three (3) successive weeks shall constitute notice to all persons having any interest in the property or Unit. After written notice thereof by certified mail to all affected owners and parties as well as any creditors holding security interests of record on the property, the Declarant, and/or its successors and assigns, may accelerate the remaining Water and Sewer Facilities Charges and declare them to be due and payable in their entirety thirty (30) days after such written notice. If the full amount of said accelerated Water and Sewer Facilities Charges are not paid within

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thirty (30) days thereafter, then the entire balance remaining due may be collected by the Developer, and/or its successors and assigns, as a lien against the land or Unit as provided above, which lien shall be effective and date from the date of execution and recording of this Declaration, and shall not be subordinate to any other liens or mortgages or deeds of trust. In that regard, the Owner retains a power of sale of the Property herein described and also grants a power of sale to the Developer, and/or its successors and assigns, and all owners of all Units burdened hereby by accepting title to such Unit consent to the passage of a decree of sale, and the Developer, and/or its successors and assigns, may upon such default and acceleration sell the Unit pursuant to the Maryland Rules of Procedure, and any parties affected hereby consent to the passage of a decree for the sale of the Unit and premises and improvements at public auction pursuant to the then applicable rules of procedure for the Circuit Courts of Maryland relating to sales of property and foreclosure of mortgages and other security devices. Notwithstanding any acceleration rights that the Developer, and/or its successors and assigns, may exercise, any Unit owners, or their successors and assigns, shall have the right to have enforcement of this Declaration discontinued at any time prior to the sale pursuant to any decree of sale or power of sale referred to herein if they shall meet certain conditions as follows:

8.1 All sums then due together with interest and all costs and attorneys' fees shall be paid, excluding the accelerated portion of the claim;

8.2 All expenses incurred in enforcing this Declaration including but not limited to all attorneys' fees expended, court costs, private process server fees or any other costs actually incurred in the enforcement of same shall be paid.

In the event the above conditions are fulfilled, then this Declaration and the obligations set forth herein shall remain fully effective as if no acceleration had occurred. The Developer's, and/or its successors and assigns, right to declare acceleration shall accrue in the event that there shall be a default in payment under the terms of this Declaration in two (2) separate years.

NINTH: No sale, lease, mortgage, disposition or transfer of the Property, or any of the Units to be subdivided and developed therefrom shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions and charges and, thereupon, all the covenants, agreements, conditions and charges herein contained shall run with and bind the Property, each and all of the Units and premises to be subdivided and developed therefrom and every part thereof, the Developer, its successors and assigns, and the present and future owners of the Property and each of the Units to be subdivided and developed therefrom, and each of their successors, personal representatives and assigns.

TENTH: If an owner of any Unit, to be subdivided and developed at the Property sells, assigns, transfers or otherwise disposes of (including judicial sale by foreclosure or otherwise) said Unit, the owner shall (a) provide notice to its successor in sales information and any purchase agreement of the terms and conditions of this

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Declaration, in accordance with the requirements of Section 32-4-311 of the Baltimore County Code, ~~1998~~, as amended from time to time; and (b) require that the notification be included in any future purchase agreement, assignment, conveyance, transfer or other disposition of the Unit. In the event any such owner fails to comply with the conditions set forth in this ITEM TENTH, that owner shall be responsible for accelerated payment of the remaining balance of the full aggregate amount of the Water Facilities Charges and Sewer Facilities Charges pertaining to the Unit made part of such disposition. The notice required by this Section shall be substantially in the form and substance as contained in the "Water and Sewer Facilities Assessment Notification Addendum " attached hereto as Exhibit A.

ELEVENTH: The Developer shall have the right to assign, transfer, pledge or in any fashion encumber to any party its right to asses and collect any of the charges set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed and delivered the date first above written.

WITNESS/ATTEST:

OWNER:

CLOISTERS HOLDING, LTD.,
a Maryland corporation

Deborah L. Callahan

By: _____

[Signature] (SEAL)
Robert C. Goodier, Jr., President

DEVELOPER:

GOODIER BUILDERS AT THE CLOISTERS, LLC,
a Maryland limited liability company

Deborah L. Callahan

By: _____

[Signature] (SEAL)
Robert C. Goodier, Jr., Managing Member

STATE OF MARYLAND, CITY/COUNTY OF Howard, to wit:

I HEREBY CERTIFY, that on this 29th day of April, 2005, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Robert C. Goodier, Jr.**, who acknowledged himself to be the President of CLOISTERS HOLDING, LTD. (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing in my presence the name of the Company by himself as President.

AS WITNESS, my hand and Notarial Seal.

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0021972 076



Deborah L. Callahan

My Commission Expires:

2/1/08

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STATE OF MARYLAND, CITY/COUNTY OF Howard, to wit:

I HEREBY CERTIFY, that on this 29th day of April, 2005, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Robert C. Goodier, Jr.**, who acknowledged himself to be the Managing Member of Goodier Builders At The Cloisters, LLC (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company for the purposes therein contained, by signing in my presence the name of the Company by himself as the Managing Member of the Company.

AS WITNESS, my hand and Notarial Seal.



My Commission Expires: 2/1/08

F:\BALTW\WP\SSMITH\DWQ\Goodier Builders\declarat

EXHIBIT A

WATER AND SEWER FACILITIES
ASSESSMENT NOTIFICATION ADDENDUM

ADDENDUM dated _____ to Contract of Sale dated _____
between Buyer _____, and Seller _____,
for Property located at _____.

"NOTICE TO PURCHASERS OF REAL ESTATE IN BALTIMORE COUNTY: THIS PROPERTY IS SUBJECT TO A FEE OR ASSESSMENT CHARGED UNDER THE AUTHORITY GRANTED TO DEVELOPER PURSUANT TO § 32-4-310 OF THE BALTIMORE COUNTY CODE, WHICH PURPORTS TO COVER OR DEFRAY THE COST OF INSTALLING ALL OR PART OF THE PUBLIC WATER OR SEWER FACILITIES CONSTRUCTED BY THE DEVELOPER OR ITS ASSIGNEE FOR THE SUBDIVISION KNOWN AS CLOISTERS AT CHARLES SECTION III. THIS FEE OR ASSESSMENT IS SEVEN HUNDRED EIGHTY DOLLARS (\$780.00) PER YEAR PAYABLE ANNUALLY IN THE MONTH OF JANUARY TO GOODIER BUILDERS AT THE CLOISTERS, LLC, 10705 CHARTER DRIVE, SUITE 320, COLUMBIA, MARYLAND 21044, (HEREINAFTER CALLED "LIENHOLDER") COMMENCING UPON THE EARLIER TO OCCUR OF (A) THE INITIAL CONVEYANCE OF THE PROPERTY FROM CLOISTERS HOLDINGS, LTD. TO A GRANTEE, OR (B) JANUARY 1, 2007, AND CONTINUING FOR THIRTY-THREE (33) YEARS. THERE MAY BE A RIGHT OF PREPAYMENT OR DISCOUNT FOR EARLY PAYMENT WHICH MAY BE ASCERTAINED BY CONTACTING THE LIENHOLDER. THE FEE AND ASSESSMENT IS A CONTRACTUAL OBLIGATION BETWEEN THE LIENHOLDER AND EACH OWNER OF THIS PROPERTY, THAT RUNS WITH THE LAND, AND IS NOT IN ANY WAY A FEE OR ASSESSMENT OF BALTIMORE COUNTY."

Buyer's Signature

Date

Buyer's Signature

Date

Seller's Signature

Date

Seller's Signature

Date

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0021972 079

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

FD SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
BAD3 Ref # 79527
TO Blk # 413
03, 2005 09:14 am

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Consideration Amount
Finance Office Use Only
Transfer and Recordation Tax Consideration

5 Fees
Amount of Fees
Recording Charge
Surcharge
State Recordation Tax
State Transfer Tax
County Transfer Tax
Other
Other

6 Description of Property
SDAT requires submission of all applicable information.
A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Daniel W. Quasney, Esquire
Firm: SAGAL, CASSIN, FILBERT & QUASNEY, P.A.
Address: 105 W. Chesapeake Avenue, Suite 400
Towson, MD 21204 Phone: (410) 823-0110

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER.
Assessment Information
Yes No Will the property being conveyed be the grantee's principal residence?
Yes No Does transfer include personal property? If yes, identify:
Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Transfer Number Date Received Deed Reference Assigned Property No
Year 20 29 Geo. Map Sub Block
Land Zoning Grid Plat Lot
Buildings Parcel Section Occ. Cd
Total Ex. St. Ex. Gd.

REMARKS
COUNTY TRANSFER TAX
Per Sec 33-139

Distribution: White - Clerk's Office
Canary - SDAT Per
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)
RECORDATION TAX
Date 6/3/05 T.P. ART 12-108

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 21972, p. 0079, MSA_CE62_21827, Date available 06/09/2005. Printed 02/05/2020.

Space Reserved for County Validation

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