

Initial
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112

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

**CLOISTERS AT CHARLES III,
A CONDOMINIUM**

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

THIS DECLARATION AND AGREEMENT ("Declaration"), made this 1st day of February, 2007, 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 350, 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 both on Exhibit B hereto and Exhibit B 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 and that certain Confirmatory Deed dated April 19, 2005 and recorded among the Land Records of the County in Liber 21779, folio 215 (the "Property"), containing 9.899 acres of land, more or less, which Developer intends to develop and improve with twenty-six (26) residential Condominium Units (hereinafter the "Units") as part of the Condominium Regime known or to be known as "The Cloisters At Charles III, a Condominium" (hereinafter the "Subdivision"); and

WHEREAS, as part of the scheme of development of the Property, the Subdivision 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 April 4, 2005, No. 090502 (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 line, and all other facilities relating to public sanitary sewer services required pursuant to

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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 all that parcel of ground containing 9.899 acres of land, more or less, particularly described upon Exhibit B hereto.

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. 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

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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, 2010. 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.

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 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

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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 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

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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 Declaration, in accordance with the requirements of Section 32-4-311 of the Baltimore County Code, 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

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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 assess 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.

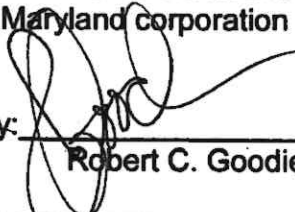
WITNESS/ATTEST:

OWNER:

CLOISTERS HOLDING, LTD.,
a Maryland corporation

Robert L. Callahan

By: _____



(SEAL)

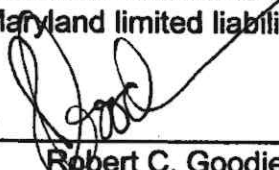
Robert C. Goodier, Jr., President

DEVELOPER:

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

Robert L. Callahan

By: _____



(SEAL)

Robert C. Goodier, Jr., Managing Member

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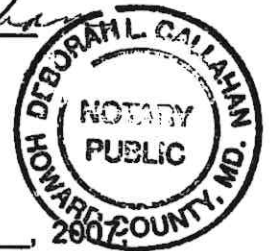
STATE OF MARYLAND, CITY/COUNTY OF Howard, to wit:

I HEREBY CERTIFY, that on this 1st day of Feb, 2007, 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.

Deborah L. Callahan
Notary Public

My Commission Expires: 2/1/08



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

I HEREBY CERTIFY, that on this 1st day of Feb, 2007, 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.

Deborah L. Callahan
Notary Public

My Commission Expires: 2/1/08



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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 350, 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, 2010, 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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Exhibit B

Description

9.899 Acre Parcel

Southeast of Charles Street

Northeast of Armagh Drive

Ninth Election District, Baltimore County, Maryland



McCane-Walker, Inc.

80 East Pennsylvania Avenue

Towson, Maryland 21286

http://www.dmw.com

410 296 3333

Fax 410 296 4705

A Team of Land Planners,

Landscape Architects,

Golf Course Architects,

Engineers, Surveyors &

Environmental Professionals

Beginning for the same at the end of the fourth or South 13 degrees 29 minutes 48 seconds East 964.39 foot line of the first described parcel of land which, by deed dated May 2, 2000, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 14462, Folio 721, was conveyed by Mount Vernon Properties, Inc., to Sheppard & Enoch Pratt Foundation, Inc., at a concrete monument found, thence running with and binding on the fifth, sixth, and part of the seventh lines of said first described parcel, referring all courses of this description to the Grid Meridian established in the Maryland Coordinate System - NAD 83, as now surveyed, the three following courses and distances: (1) South 40 degrees 46 minutes 14 West 34.36 feet, thence (2) South 83 degrees 20 minutes 47 seconds West 226.66 feet to a point of curvature, and thence (3) Southwesterly by a line curving to the right, having a radius of 573.69 feet, for a distance of 60.08 feet (the arc of said curve being subtended by a chord bearing South 53 degrees 59 minutes 04 seconds West 60.06 feet), thence running for lines of division through the hereinmentioned first described parcel of land, as now surveyed the thirty-nine following courses and distances: (4) North 21 degrees 16 minutes 30 seconds West 51.63 feet, thence (5) South 48 degrees 47 minutes 41 seconds West 63.82 feet, thence (6) South 48 degrees 47 minutes 41 seconds West 63.82 feet, thence (7) South 69

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degrees 13 minutes 33 seconds West 59.99 feet, thence (8) South 69 degrees 13 minutes 47 seconds West 60.00 feet, thence (9) South 69 degrees 14 minutes 01 second West 60.01 feet, thence (10) South 69 degrees 13 minutes 37 seconds West 87.11 feet, thence (11) South 58 degrees 57 minutes 03 seconds West 109.32 feet, thence (12) South 51 degrees 48 minutes 39 seconds West 64.13 feet, thence (13) South 44 degrees 31 minutes 05 seconds West 1.02 feet, thence (14) South 52 degrees 39 minutes 42 seconds West 62.40 feet, thence (15) North 42 degrees 04 minutes 56 seconds West 203.18 feet, thence (16) North 65 degrees 22 minutes 47 seconds East 85.34 feet, thence (17) North 61 degrees 27 minutes 00 seconds East 77.50 feet, thence (18) North 29 degrees 11 minutes 00 seconds East 215.50 feet, thence (19) North 18 degrees 02 minutes 00 seconds East 45.00 feet, thence (20) North 35 degrees 00 minutes 00 seconds East 36.50 feet, thence (21) North 35 degrees 04 minutes 00 seconds East 28.13 feet, thence (22) North 82 degrees 04 minutes 45 seconds East 22.85 feet, thence (23) South 49 degrees 44 minutes 07 seconds East 86.04 feet, thence (24) South 59 degrees 35 minutes 13 seconds East 77.24 feet, thence (25) South 61 degrees 26 minutes 00 seconds East 52.36 feet, thence (26) North 89 degrees 29 minutes 52 seconds East 63.11 feet, thence (27) North 57 degrees 29 minutes 16 seconds East 35.02 feet, thence (28) North 10 degrees 25 minutes 16 seconds East 43.15 feet, thence (29) North 22 degrees 32 minutes 20 seconds West 45.51 feet, thence (30) North 32 degrees 10 minutes 21 seconds West 86.41 feet, thence (31) North 28 degrees 14 minutes 14 seconds West 108.82 feet, thence (32) North 17 degrees 03 minutes 16 seconds West 55.48 feet, thence (33) North 00 degrees 19 minutes 26 seconds West 73.85 feet, thence (34) North 02 degrees 10 minutes 03 seconds East 49.76 feet, thence (35) North 24 degrees 55 minutes 45 seconds East

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From: Reese & Carney, LLP

410-730-0700 0025186-592 05/018 F-230

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70.94 feet, thence (36) North 40 degrees 02 minutes 42 seconds East 97.89 feet, thence (37) North 45 degrees 59 minutes 12 seconds East 70.25 feet, thence (38) North 29 degrees 23 minutes 10 seconds East 43.24 feet, thence (39) North 47 degrees 19 minutes 48 seconds East 52.17 feet, thence (40) North 65 degrees 28 minutes 22 seconds East 36.20 feet, thence (41) North 49 degrees 32 minutes 50 seconds East 30.92 feet, and thence (42) North 36 degrees 21 minutes 58 seconds East 84.57 feet to intersect the hereinmentioned fourth line of the first described parcel of the hereinmentioned deed, said point being 876.62 feet from the end thereof, thence running with and binding on part of said fourth line, as now surveyed, (43) South 13 degrees 44 minutes 44 seconds East 876.62 feet to the point of beginning; containing 9.899 acres of land, more or less, as surveyed by Daft-McCune-Walker, Inc., in January, 2003.

Being a portion of the first described parcel of land which, by deed dated May 2, 2000, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 14462, Folio 721, was conveyed by Mount Vernon Properties, Inc., to Sheppard & Enoch Pratt Foundation, Inc.

Project No. 88067.56 (L88067.56)

April 8, 2004



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(Type or Print in Black Ink Only—All Copies Must Be Legible)

(Check Box if Addendum/Intake Forms Attached)

TOTAL \$95.00
 Rec'd # 24877
 BK # 1023
 09/16/2007

1 Type(s) of Instruments
 2 Conveyance Type Check Box

Deed Mortgage Other *Declaration*
 Deed of Trust Lease *Water/Sewer Charge*
 Improved Sale Unimproved Sale Multiple Accounts *Other Assign*
 Arms-Length [1] Arms-Length [2] Arms-Length [3] Length Sale [9]

3 Tax Exemptions (if Applicable) Cite or Explain Authority

Recordation
 State Transfer
 County Transfer

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	\$	Transfer and Recordation Tax Consideration	
Any New Mortgage	\$	Transfer Tax Consideration	\$
Balance of Existing Mortgage	\$	X () %	\$
Other:	\$	Less Exemption Amount	\$
Other:	\$	Total Transfer Tax	\$
Full Cash Value	\$	Recordation Tax Consideration	\$
		X () per \$500	\$
		TOTAL DUES	\$

5 Fees

Amount of Fees	Doc 1	Doc 2
Recording Charge	\$ 75.00	\$ 20.00
Surcharge	\$ 20.00	\$ 20.00
State Recordation Tax	\$	\$
State Transfer Tax	\$	\$
County Transfer Tax	\$	\$
Other	\$	\$
Other	\$	\$

Agent: *[Signature]*
 Taxable
 C.B. Credit
 Ag. Tax/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).

District: *DECLARATION 2006/1636* Property Tax ID No. (1) Grantor Liber/Edito Map Parcel No. Var. SOC
 Submission Name: *The Cloisters At Charles III Court* Lot (Gr) Block (3b) Sec/AR(3c) Plat Ref. Sqft/Acreage (4)
 Location/Address of Property Being Conveyed (2)
 Other Property Identifiers (if applicable) Water Meter Account No.
 Residential or Non-Residential Fee Simple or Ground Rent Amount:
 Partial Conveyance? Yes No Description/Amt. of Sqft/Acreage Transferred:
 If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc 1 - Grantor(s) Name(s): *Clayton Holdings, Ltd. Goddard Builders At The Cloisters, LLC*
 Doc 2 - Grantor(s) Name(s): *Goddard Builders At The Cloisters, LLC*
 Doc 1 - Owner(s) of Record, if Different from Grantor(s)
 Doc 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc 1 - Grantee(s) Name(s)
 Doc 2 - Grantee(s) Name(s): *Cloisters Utilities, LLC*
 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, Esq.* Return to Contact Person
 Firm: *Cugel, Cash, Elbert & Quasney, P.C.* Hold for Pickup
 Address: *600 Washington Avenue, Suite 300* Return Address Provided
Towson, Md 21284 Phone: (410) 823-1881

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
 Farm/Mineral Verification Agricultural Verification Whole Part Tran-Process Verification
 Transfer Number Date Received Dead Reference Assigned Property No.
 Land Use Zoning Map Geo. Tax No. **TAX NOT REQUIRED** **TAX NOT REQUIRED**
 Buildings Use Director of Budget and Finance

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