

Welcome Package
Gardens at Perry Hall

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

Garden Condominiums

At

Perry Hall Farms

Welcome Packet



We're glad you're here. This packet will give you all the information you need about our community. If you have any questions, please let us know.

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Gardens at Perry Hall Farms Condominiums

The Board of Directors of the Gardens at Perry Hall Farms Condominiums would like to take this opportunity to welcome you to your new home - and to our wonderful community. We sincerely hope you will be happy here.

We have a Condominium Association, run by volunteers, which has a Board of Directors. These volunteers have been elected to these positions by the residents. They meet with the residents periodically to keep them abreast of new developments in our community.

You will be advised when and where the meetings are held on your bulletin board located in your building on the 1st floor opposite the elevators and/or near the entrance to the building. You also have a building captain, whose name is _____ and whose phone number is _____. Your captain is your first contact for questions and comments.

Please call your building captain, Board of Directors member, or Thornhill Properties (our management company) at 410-296-2877, if you need help.

We also have a quarterly newsletter that helps to keep residents informed about the goings on in our community and the surrounding areas. You can advertise your business in this newsletter four times a year for \$75.00.

Included in this packet are emergency "to do" forms:

1. **Please complete the green Emergency Contact/Vehicle Registration form as soon as possible.**

Each owner has one assigned parking spot and a sticker for the rear window of your car, which you should receive from your building captain. The Emergency Contact form (Green Form) should be completely filled in and returned to your building captain. *You will see on that form that it is strongly advised that a spare key be left with your building captain in case of an emergency. Please give that request strong consideration as we have had to break down the front door of units in emergency situations where no spare key was accessible or a contact person was unavailable.*

2. Rules and regulations which have been established and must be followed to keep our community a place in which you will feel safe and proud to live. There is a fining system in place for any violations to these rules. It is our goal to never have to enforce any fines – an indicator that we have caring neighbors who make up our community.



If you find that you have the inclination and talent, our Board and committees always welcome support from as many of our residents as possible. Please let your building captain or a Board member know of your interest.

Thornhill Properties, Inc. is our management company that handles our condominium payments and pays our bills. If you have a problem, please call **Louis Panos** of Thornhill Properties at **410-296-2877**. Louis is our representative at Thornhill Properties and works diligently to address our issues and to keep things running smoothly. If he cannot handle your problem, he will contact a Board Member and we will all work together to resolve any issue.

Again, we welcome you to the Garden Condominiums at Perry Hall Farms and look forward to getting to know you.

Sincerely,

Neil Lockwood

Neil Lockwood
President, Board of Directors
njl1951@verizon.net

Am I Covered By Insurance?

Attention Residents of the Gardens Condominium

Important information regarding your condominium insurance

HMS Insurance Associates provides the insurance coverage for the **Gardens Condominium**. However, insurance coverage purchased by the Association may not provide coverage for all of your insurance needs.

If you are a resident owner of a condominium, you need 2 types of insurance coverage.

- 1) A Master Policy for the Condominium Association, and
- 2) A Unit Owners Condominium Policy (HO6).

What's not covered?

The Master Policy **DOES NOT** provide coverage for your personal property, personal liability, or additional living expenses. The Master Policy **DOES NOT COVER** any improvements to your unit such as new upgraded carpeting or flooring, window treatments, new upgraded appliances, cabinets, or built in bookshelves. This also extends to upgrades made by previous owners of a unit. In addition, if the cause of the damage originates from your unit, **THE UNIT OWNER IS RESPONSIBLE** for the Condominium Association's deductible, up to \$5,000.

What should I do to protect my investment?

1) If you are a resident owner, you should purchase a Unit Owners Condominium Policy (HO6). This policy will provide you with coverage for improvements you make to your condominium unit, provide coverage for personal property, additional living expenses, loss assessment and personal liability.

Who should I call to assist me with my insurance needs?

HMS Insurance Associates, the same agency that provides the Condominium Master Policy, has a dedicated staff of professional insurance agents waiting to answer your call. For more information on your unit owner's policy, please call Joy Davidson at 410-785-1688.

THORNHILL
PROPERTIES INCORPORATED

February 11, 2020

Dear Gardens Condominium Unit Owner:

Please be advised that effective February 6, 2020 the Board of Directors of the Gardens Condominium at Perry Hall Farms, Inc. is as follows:

Neil Lockwood – President, 410-256-0994, NJL1951@verizon.net
Paula Mangione – Vice President, 410-236-4205, paulas331@yahoo.com
Maryann Forte – Secretary, 516-567-6257, maryanneforte@hotmail.com
Antonio DeNicolis – Treasurer, 410-493-2496, adenicolis@comcast.net
Joyce Richardson - Member-At-Large, 410-248-2407, joycebobr@comcast.net

Please feel free to contact our office should you have any questions or concerns.

Very truly yours,

THORNHILL PROPERTIES, INC.
*Agent for the Gardens Condominium
at Perry Hall Farms, Inc.*

Louis G. Panos, II
Vice President

LGP/kb



November 22, 2019

Dear Unit Owner,

The Board of Directors has approved the 2020 budget. The monthly Condominium fee will remain \$190.00 per month in 2020.

Please make your checks payable to: **Gardens Condominium at Perry Hall Farms.**

As a reminder, the fee is due on the first and late after the 15th. A \$15.00 fee will be applied to your account if the payment is not received in our office by the 15th.

If you have any questions, please feel free to contact me at 410-372-0720.

Thank you,

Stacey Smith
SSmith@thornhillbaltimore.com
Bookkeeper for the Gardens Condominium at Perry Hall Farms



Gardens Condominium at Perry Hall Farms, Inc.

Parking Rule

This rule was voted on and approved at the November 4, 2019 meeting of the Board of Directors.

Rule authorization: The following rule is adopted under the provisions of Article XII of the Gardens Condominium Bylaws and Section 11-111 of the Maryland Condominium Act dated October 2018.

Purpose of rule: To easily identify owner vehicles registered with the Board as well as identifying vehicles that may be misusing our parking spaces.

Parking Rule: All vehicles that are regularly parked in designated (by assigned numbers) spaces and/or in overflow lots MUST be registered with the Board using an ECI (Emergency Contact Information). Forms for this purpose are part of the Welcome Packet and can always be obtained from Building Captains or Board Members. Once registered, a parking sticker will be provided which must be displayed and easily visible. If a new vehicle is purchased, the new vehicle must be registered, and a new sticker will be provided. Regular use of parking spaces (numbered or overflow) by a vehicle without a parking sticker may result in towing at the owners' expense after reasonable attempts of identification and notification are made (i.e. contacting building captain of the building nearest the parking violation, checking to see if the vehicle in question is registered on an ECIF, making inquiries of residents, notice under the front windshield wiper, etc.). If reasonable attempts fail to identify the vehicle owner within 48 hours, contact with Thornhill (property management company) will be made to initiate a request for towing the vehicle.

Action timeline: This rule was presented at the September 12, 2019 meeting of the Board of Directors, distributed to all unit owners, and discussed and voted on at the November 4, 2019 meeting of the Board of Directors.

REMINDER

As an owner of a unit within The Garden Condominiums at Perry Hall Farms we are all bound by the Declarations and Bylaws of the Condominium Article XV, Section 4 of the amended Declaration provides:

“No Unit may be leased or rented at any time or for any period of time.”

Any unit owner in violation of these amended Declarations and Bylaws will be prosecuted to the fullest extent of the law.

Board of Directors

BUILDING EMERGENCY CONTACT INFORMATION

FIRE ALARM

- Get out of the building
- Call 911

Water Damage

- Call Building Captain: _____
- If unavailable, call Co-Captain: _____
- If unavailable, call Board Member (keep listings handy)
- If none of the above are available:
The key to the valve room allowing access for turning off the main water is in the fire extinguisher box in the common area. Make yourself familiar with it.

Natural Gas and Carbon Monoxide

For clarification:

Natural Gas has a strong offensive odor often described as rotten eggs. A carbon monoxide detector **WILL NOT** detect natural gas leak. If you detect or suspect a possible natural gas leak, call BGE immediately at 410-685-0123.

Carbon monoxide is odorless. The most common sources of carbon monoxide are from heating and cooking appliances. It could be a by-product of a natural gas fired appliance such as a fire place or furnace. The carbon monoxide detector **WILL** detect such a leak and sound an alarm if it is present. It can be deadly. Open your windows and outside door, inform neighbors, leave the area and call 911.

Fire Drill Evacuation

When alarm sounds, exit your unit immediately. Use the STAIRWAY to lobby of your building. Bring your pets with you. As stated by fire marshals: under no circumstances are elevators to be used when exiting in emergencies, If they fail the occupants are trapped.

Help handicapped/needy neighbors to navigate stairs. If it is not possible, they should exit to their balcony, closing the balcony door behind them and wait for first responders to rescue them. This situation should be pointed out to first responders immediately by neighbors.

As all residents are gathered in the lobby or outside area, the building captain will make sure everyone is accounted for (including any neighbors on balconies) and all should travel to the island opposite the front of the building.

**DRAWING OF WHERE PEOPLE SHOULD BE/REPORT
RELEVANT TO YOUR BUILDING
SHOULD BE ADDED IN THIS SPACE**

EXHIBIT A

THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.

HOUSE RULES

1. All common sidewalks, entrances, passages, courts and open spaces of the Condominium shall not be obstructed or used for any purpose other than ingress to and egress from Units in the Building.
2. Each Owner shall keep his Unit and any other space to which he has sole access in a good state of preservation and cleanliness, and shall not sweep, throw or permit any dirt or other substance to be swept or thrown therefrom or from the doors or windows thereof.
3. No apparatus, projections, appurtenances or the like (other than those originally installed by the developer) shall be attached to the Common Elements or the exterior of the Building without the prior written architectural approval as provided in the By-Laws.
4. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the local Board of Fire Underwriters and the public authorities having jurisdiction, and each Unit Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Unit. All utility services furnished to or used in the Unit shall be for residential purposes only.
5. Toilets and other water apparatus in any Unit shall not be used for any purposes other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into same. Any damage to the Common Elements resulting from misuse of any toilets or other apparatus in a Unit shall be repaired and paid for by the Unit Owner or other occupant of such Unit.
6. No Unit Owner or other occupant shall send any employee or contractor of the Condominium inside or outside of any Unit, any Building or the Condominium on any private business.
7. The agents of the Condominium, and any contractor or workman authorized by the Condominium, may enter any Unit or Building (after reasonable notice to the Owner thereof) at any reasonable hour of the day for the purpose of inspecting such Unit or Building for the presence of any vermin, insects or other pests and for the purpose of taking such measures as

may be necessary to control or exterminate any such vermin, insects or other pests.

8. No vehicle belonging to an Owner or other occupant shall be parked in such manner as to impede or prevent access to any entrance or exit by another vehicle. Automobiles shall only be washed in areas designated by the Board of Directors.

9. Clothes and other articles shall not be dried or aired on or from any patio, balcony, railing or from other portion of the exterior Common Elements of the Building.

10. All Owners and other occupants shall observe Baltimore County trash and recycling procedures. No bulk items, such as mattresses, old furniture and equipment shall be placed out for the trash pick up. No material of an explosive nature (hazardous waste) shall be placed out for trash pick up. Unit Owners or occupants shall be responsible for the disposal of bulk items and hazardous waste.

11. No Owner or other occupant shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. Charcoal grills or other fuel burning apparatus are not to be used on decks or porches except as permitted by applicable local law or ordinance.

These Rules are in addition to, and not in lieu of, the restrictions set forth in the Declaration and the By-Laws and these Rules may be amended from time to time in accordance with the By-Laws and the Maryland Condominium Act.

The Gardens at Perry Hall Farms Placement of Items in the Common Areas

Rules to Place Item(s) in Common Areas

If an individual or group of individuals in a building want to place any type of item in the common area, you must get agreement from your neighbors. Placing items in the common areas is up each individual building.

For all floors except the 1st, a home owner who wants to place a picture, table, chair, flower, mirror, wall hangings of any kind, etc., they must get the approval of their neighbors on their respective floor. 75% is considered consensus (4 homeowners on each floor; 3 out of 4 homeowners must agree).

For the 1st floor, since this is frequented by all homeowners, 75% of the building must agree to the placement of a picture, table, chair, flower, mirror, wall hangings of any kind, etc. In such a case where there is a tie, the Building Captain will be the deciding vote. If consensus cannot be reached, the homeowner can contact the Architectural Committee.

- Revised January, 2019

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TRASH BINS

1. All trash is to be placed in a can on which the lid can be replaced securely.
2. If all cans are filled, please hold your trash in your unit until after the cans have been emptied on trash collection day (currently, Tuesdays) or check another nearby bin where space may be available.
3. **NEVER** place trash/refuse on top of or next to a can. (See #2)
4. **NEVER** place trash/refuse in a can that is already full, resulting in a situation where the lid cannot be secured. (See #2)
5. Trash on top of, next to, and/or in an unsecured can invites raccoons and other varmints to invade our community. There should be no excuses for this to happen (see #2) and if a problem should arise, notify your building captain or Board member so it can be remedied immediately.
6. Improper disposal of trash (failure to simply place your trash bags in a trash can and secure the lid is a finable offence beginning at \$100.00).

On the part of your Board and other caring neighbors who volunteer their time, the bins and cans are periodically power washed, repaired, replaced, and otherwise taken care of.

We make every effort to maintain the cleanliness of our community and simple maintenance by all residents in each building, between those thorough cleanings, is expected. Again, if you see something is in need of attention, please let your building captain or a Board member know.

Fining Schedule and Definitions

1. Limited Common Areas:
 - A. Front and rear patios and balconies
 - B. Elevators, for use of building occupants

2. Common Areas:
 - A. All areas and facilities not part of a unit
 1. Parking areas
 2. Lawn areas
 3. Trees and shrubbery
 4. Sidewalks

3. Unauthorized Storm Doors and Lighting
 - A. All storm doors must be approved by the Architectural Committee
 - B. All outdoor light fixtures must be approved by the Architectural Committee

4. Window Treatments – any/all *must* be *white* to the outside
 - A. Draperies
 - B. Curtains
 - C. Blinds
 - D. Shades

5. Hardwood Flooring
 - A. 70% of floor area must be covered with carpet – *not multiple throw rugs that do not absorb sound*
 - B. Be courteous of your neighbor below; please take off shoes/wear soft soles/slippers

**Any resident found in violation will receive fining notice.
If there is a second occurrence, a fine will be imposed.**

<u>Violation</u>	<u>Declaration/By-Law</u>	<u>Fine (Per Violation)</u>
1. Failure to keep unit in a clean, sanitary & safe conditions and patios & balconies clean and orderly. No littering on property, including any tobacco products.	Section I, Article XII (Declaration)	\$500.00
2. Disturbing unit owners with loud and unusual noises (i.e.: loud music or loud car mufflers, dogs barking).	Section I, Article XII (Declaration)	\$100.00
3. Frozen water pipes due to failure to maintain 65 degrees room temperature. Any resident found turning outside water on after shutdown for winter.	Section 4, Article VII (By-Laws)	\$200.00
4. Using unauthorized colors on exterior wall or interior doors to units.	Section 4, Article XI (By-Laws)	\$10.00/Day
5. Posting signs of any kind, including realtor and/or 'for sale', on common area(s)	Section 5, Article X	\$200.00
6. Storage of any personal items in common area equipment storage closets.	Section 5 Article X (By-Laws)	\$100.00
7. Unauthorized antenna for TV, radio or dish reception on building or railings. No unauthorized lights or articles attached to buildings.	Section 5, Article X (By-Laws)	\$100.00
8. Installing an unauthorized storm door or window treatments. Must show white to the outside.	Section 4, Article XII (By-Laws)	\$100.00
9. Storing of hazardous or flammable/combustible materials which can be a danger to residents.	Section 4, Article XI (By-Laws)	\$500.00
10. No outside cooking of any kind. No charcoal, gas, propane, electric, etc.	Section 5, Articles X (By-Laws)	\$200.00

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<u>Violation</u>	<u>Declaration/By-Law</u>	<u>Fine (Per Violation)</u>
11. Parking commercial vehicles, trailers, RV Campers, trucks over ¾ ton or work trucks with equipment or debris are not permitted.	Section 5, Article X (By-Laws)	\$100.00
12. No major vehicle maintenance (engine/transmission overhaul)	Section 5, Article X (By-Laws)	\$100.00
13. No parking on islands or curbs. No storing of vehicles.	Section 4, Article X (By-Laws)	\$100.00
14. All pets must be on a leash; dogs may not be more than 20" high or 30 lbs. when fully grown.	Section 4, Article X (By-Laws)	\$100.00
15. Failure to immediately clean up and immediately dispose of dog waste when walking dog.	Section 4, Article X (By-Laws)	\$100.00
16. Tethering dogs in common or limited common areas also. Pets disturbing other unit owners (i.e.: barking).	Section 4, Article X (By-Laws)	\$100.00
17. All boxes, including pizza boxes, must be broken down. Shredding to be put into plastic bags. No bedding, furniture, appliances, or bulk items to be placed in trash bins.	Section 5, Article X (By-Laws)	\$100.00
18. Failure to place trash into receptacles and not securing lids.	Section 4, Article X (By-Laws)	\$100.00
19. No feeding wild animals or interfering with removal of wild animals		\$1,000.00
20. No feeding birds and no bird feeders		\$500.00
21. No trimming or cutting of shrubs or bushes.		\$200.00
22. Hardwood floors not 70% covered by carpeting.		\$50.00/per day until corrected

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2019-20
Board of Directors

Neil Lockwood, President

410-256-0994

njl1951@verizon.net

Paula Mangione, Vice-President

410-236-4205

Paulas331@yahoo.com

Maryanne Forte, Recording Secretary

516-567-6257

maryanneforte@hotmail.com

Antonio DeNicolis, Treasurer

410-493-2490

adenicolis@comcast.net

Joyce Richardson, Member-At-Large

410-248-2407

joycebobr@comcast.net

Thornhill Properties, Inc.

Louis Panos

Office: 410-296-2877

Cell: 410-804-8039

FAX: 410-372-0727

lp@thornhillbaltimore.com

6301 N. Charles St., Baltimore, MD 21212

Consider joining a committee!

Expressing one's opinion after the fact has little impact.

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REQUIRED EMERGENCY CONTACT INFORMATION

NAME(S): _____ BLDG #: _____ Unit #: _____

PHONE: _____ CELL: _____

E-Mail: _____

SPARE KEY IS WITH: _____

(It is strongly requested that a Spare Key be left with your building captain.)

IN CASE OF EMERGENCY, PLEASE CONTACT

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

REQUIRED VEHICLES REGISTRATION INFORMATION:

Vehicle # 1

Vehicle # 2

Make: _____ Model: _____ Make: _____ Model: _____

Year: _____ Color: _____ Year: _____ Color: _____

Tag #: _____ Tag #: _____

Space #: _____ Space #: _____

Sticker Received:

Sticker Received:

NOTE: Stickers will be issued for all registered cars. If your car is not registered you will not receive a sticker and your car could be towed. *Please remember to notify us when new vehicles are purchased and/or added.*

PLEASE RETURN THIS FORM TO:

YOUR BUILDING CAPTAIN OR

NEIL LOCKWOOD AT 9615-K HAVEN FARM ROAD

DATE: ____/____/____

Annual Financials
Gardens at Perry Hall

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This document is currently either not available or not applicable for this association.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****

Articles of Incorporation Gardens at Perry Hall

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STATE OF MARYLAND

717505

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

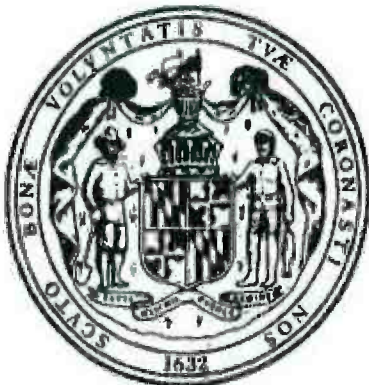
301 West Preston Street Baltimore, Maryland 21201

DATE: MARCH 25, 1999

THIS IS TO ADVISE YOU THAT THE ARTICLES OF INCORPORATION FOR
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
WERE RECEIVED AND APPROVED FOR RECORD, ON MARCH 24, 1999 AT 10:47 AM.

FEE PAID:

70.00



AT5-031

Order: MWR3B
JOSEPH V. STEWART
CHARTER SPECIALIST
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020

J

GCPHF/FINAL108C
3/25/99

3/27/99

1047a

03/24/1999 AT 10:47 A WO # 0000153364

**ARTICLES OF INCORPORATION
OF
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.**

FIRST: The undersigned, Cynthia K. Hitt, whose address is 3600 Crondall Lane, Suite 103, Owings Mills, Maryland 21117, being over eighteen (18) years of age hereby forms a corporation under the public general laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Condominium") is:

THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.

THIRD: The purpose for which the Condominium is formed is to provide for the care, management and operation of the Condominium known as "THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.", which Condominium is or is intended to be established by Declaration and By-Laws intended to be recorded among the Land Records of Baltimore County, Maryland, pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland (hereinafter the "Maryland Condominium Act").

In the promotion of such purpose, the Condominium shall have the powers:

(a) To promote the recreation, health, welfare and safety of the Condominium and the Unit Owners;

(b) To provide for the acquisition of and for the construction, care maintenance, repair and replacement of the Condominium, the Council's Assets and the Common Elements ;

(c) To transact its business, carry on its operations and exercise the powers provided in the Maryland Condominium Act, the Declaration and the By-Laws, and

to do every other matter, act or thing not inconsistent with law, which may be appropriate to promote and attain the purposes set forth in the Maryland Condominium Act, the Declaration or By-Laws;

(d) Generally to take all action and to exercise all powers of a Maryland nonstock corporation pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, as may be amended from time to time.

FOURTH: The address of the principal office of the Condominium in this State is 3600 Crondall Lane, Suite 103, Owings Mills, Maryland 21117.

FIFTH: The Resident Agent of the Corporation is Cynthia K. Hitt, whose address is 3600 Crondall lane, Suite 103, Owings Mills, Maryland 21117. Said Resident Agent is a citizen of the State of Maryland and actually resides therein.

SIXTH: The Condominium is not authorized to issue capital stock. The membership of the Condominium shall consist of the record Unit Owners, as such term is defined in the Declaration, of all Units now or hereafter contained in the Condominium.

SEVENTH: The Condominium shall have a Board of Directors, consisting initially of three (3), which number may be increased or decreased in accordance with the By-Laws of the Condominium but shall never be less than three (3). The names of the initial Directors who shall act as such until their successors are appointed or until the first annual meeting of the unit owners of the Condominium and until their successors are appointed or elected and have qualified are:

EDWARD PERSONETTE
DAVID S. GONZENBACH
STEVEN D. ROSEN

EIGHTH: Except as the Corporations and Associations Article of the Annotated Code of Maryland may otherwise provide, the Condominium shall indemnify any person against reasonable expenses in connection with any action, suit or proceeding to which he was made a party by reason of his serving or having served either the Condominium or any other entity at the request of the Condominium, in any capacity, except when such person(s) shall have been adjudicated to have committed gross misconduct or intentional torts or when such indemnification would be prohibited by any statute, rule or regulation.

NINTH: The Condominium's existence shall be perpetual subject to the rights of the Unit Owners to terminate the Condominium regime, as provided in the Maryland Condominium Act and the Declaration.

TENTH: The Corporation reserves the right to amend, alter or repeal any provision of these Articles in the manner prescribed by law for the amendment of corporate charters, provided, however, that such amendment shall require affirmative vote of Unit Owners representing at least seventy five percent (75%) of the total Votes of the Unit Owners in good standing, as then constituted.

ELEVENTH: Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration, the By-Laws or the Maryland Condominium Act.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledge the same to be my act on March 25, 1999.

WITNESS:





CYNTHIA K. HITT

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DOCUMENT CODE 02 BUSINESS CODE 04

1111 P.A. Religious Close Stock Nonstock

Merging (Transferor) _____

Surviving (Transferee) _____

- FEES REMITTED -

Base Fee: 20
Org. & Cap. Fee: 50
Expedite Fee: 30
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies: _____
Copy Fee: _____
Certificates: _____
Certificate Fee: _____
Other: _____
TOTAL FEES: 70

(New Name) _____

Credit Card
 Check
 Cash

- Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- Resignation of Resident Agent
- Designation of Resident Agent and Resident Agent's Address
- Change of Business Code
- Adoption of Assumed Name
- Other Change(s)

Documents on _____ Checks

APPROVED BY: [Signature]

CODE _____

ATTENTION: _____

NOTE:

MAIL TO ADDRESS: Cynthia Hill
3600 Crondale Lane #103
Dulings Mills Md 21117-
5401

COMMENT:

70.00
1999-04-16 09:37 AM
0000106258
CUSTOMER ID
WORK ORDER 0000153364

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State of Maryland
**Department of
Assessments and Taxation**



Charter Division

Parris N. Glendening
Governor

Ronald W. Wineholt
Director

Paul B. Anderson
Administrator

CYNTHIA K. HITT
3600 CRONDALL LN
OWINGS MILLS

MD 21117-2239

Date: 04-16-1999

This letter is to confirm acceptance of the following filing:

ENTITY NAME: . . . THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
DEPARTMENT ID : D05263272
TYPE OF REQUEST : ARTICLES OF INCORPORATION
DATE FILED : 03-24-1999
TIME FILED : 10:47-AM
RECORDING FEE : 20.00
DRG. & CAP FEE : 20.00
EXPEDITED FEE : 30.00
FILING NUMBER : 1000003440000000
CUSTOMER ID : 0000106258
WORK ORDER NUMBER : 0000153364

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. A BLANK RETURN WILL BE MAILED BY FEBRUARY OF THE YEAR FOR WHICH THE RETURN IS DUE.

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
301 West Preston Street, Baltimore, Maryland 21201
Telephone (410) 767-1350
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

0000013136

chh006

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STATE OF MARYLAND

594012

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

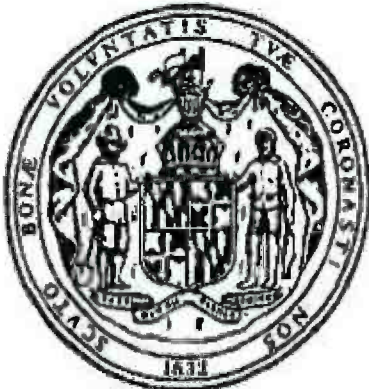
301 West Preston Street Baltimore, Maryland 21201

DATE: DECEMBER 24, 1997

THIS IS TO ADVISE YOU THAT THE ARTICLES OF INCORPORATION FOR
PERRY HALL FARMS MASTER ASSOCIATION, INC.
WERE RECEIVED AND APPROVED FOR RECORD ON DECEMBER 24, 1997 AT 1:34 PM.

FEE PAID:

70.00



HARRY J. NOONAN
CHARTER SPECIALIST

Order: MWR3BK*3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020

EXHIBIT 2

000144

AT5-031

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I.D. NO# : D4869780
ACKN. NO. = 128C3110038
PERRY HALL FARMS MASTER ASSOCIATI
ON, INC.

PHFMA208C
Final December 5, 1997
CKH

12/24/97 AT 01:34 P.M.

**ARTICLES OF INCORPORATION
OF
PERRY HALL FARMS
MASTER ASSOCIATION, INC.**

RECEIVED
97 DEC 24 P1:34

CYNTHIA K. HITT, whose post office address is Watermark Press Building, 3600 Crondall Lane, Suite 103, Owings Mills, Maryland 21117, being at least eighteen (18) years of age, does hereby act as Incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purpose, does hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I. The name of the Corporation shall be:

PERRY HALL FARMS MASTER ASSOCIATION, INC.

ARTICLE II. The post office address of the principal place of business of the Corporation shall be located in Baltimore County, c/o Residential Realty Group, Inc., 3600 Crondall Lane, Suite 103, Owings Mills, Maryland 21117.

ARTICLE III. The resident agent of the Corporation shall be Cynthia K. Hitt, whose post office address is Watermark Press Building, 3600 Crondall Lane, Suite 103, Owings Mills, Maryland 21117. Said resident agent is a citizen and actual resident of the State of Maryland.

ARTICLE IV. The Corporation is formed to provide for the preservation, enhancement, protection, management, maintenance of the Corporation's real and personal property, if any; and for the architectural control of certain Lots and Dwellings located in the 11th Election District of Baltimore County, Maryland; and to promote the health, safety and general welfare of the Owners of the Lots; and for those purposes, the Corporation shall have the following powers:

(a) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in that certain Declaration of Covenants, Conditions and Restrictions, dated December 5, 1997 and recorded in the Land Records of Baltimore County, Maryland, (hereinafter referred to as the "Declaration"), as may be amended from time to time, said Declaration being incorporated by reference herein (capitalized terms in these Articles shall have the same meaning as set forth in the Declaration);

(b) to fix, levy, collect and enforce payment of all Assessments or permitted charges pursuant to the terms of the Declaration; to pay all expenses incident to the

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Order Date: 09-03-2020
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conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

(c) to acquire (by gift, purchase or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(d) to borrow money, and with the assent of two thirds (2/3rds) of the Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) to dedicate, sell or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility upon the terms and conditions set forth in the Declaration;

(f) to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and Common Areas, if any, upon the terms and conditions set forth in the Declaration;

(g) insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of the Corporation or the common benefit of its Members.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation, and the enjoyment or the exercise thereof, as conferred by the General Laws of the State of Maryland.

ARTICLE V. Each Sub Association in the Property shall be a Member of the Corporation.

ARTICLE VI. The Corporation shall have the power to levy and collect Assessments and shall have a lien on each Lot owned in order to secure payment of any sums which shall be due or become due from the Owners for any Assessments or permitted charges.

ARTICLE VII.

(a) This Corporation will not operate for profit and does not contemplate the distribution of gains, profits or dividends to any of the Members nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of paying expenses of the Corporation, such excess shall be applied against future expenses. No compensation shall be paid to any Member, Director and officer for services rendered, unless approved by two thirds (2/3rds) of the Members. Upon dissolution or final liquidation, the Corporation may

make distribution to its Members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

(b) This Corporation shall issue no shares of stock of any kind or nature whatsoever. The Members of this Corporation shall not be personally liable for the debts, liabilities or obligations of this Corporation. The voting rights of the Members shall be as set forth in the Declaration and By-Laws.

ARTICLE VIII. The affairs of the Corporation shall be managed by a Board of Directors. The number of Directors shall be five (5) or eleven (11) persons. The number of Directors may be increased or decreased in accordance with the By-Laws. In no event shall the number of Directors be an even number. Notwithstanding the foregoing, during the Development Period (as defined in the Declaration), the number of Directors constituting the original Board of Directors shall be three (3) and the names and addresses of the persons who are to serve until their successors are duly chosen and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Edward Personette	c/o Residential Realty Group, Inc.
Steven Rosen	3600 Crondall Lane, Suite 103
David S. Gonzenbach	Owings Mills, Maryland 21117

The qualifications, powers, duties, and tenure of the Directors and the manner by which they are to be chosen shall be as set forth in the By-Laws of the Corporation. Officers of this Corporation shall be elected by the Directors and shall serve as provided in the By-Laws.

ARTICLE IX.

(a) The Corporation shall indemnify every officer and Director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding if approved by the then Directors) to which he may be made a party by reason of being or having been an officer or Director at the time such expenses are incurred. The officers and Directors of the Corporation shall not be liable to the Members of the Corporation for any mistake in judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any

other rights to which any officer or Director of the Corporation, or former officer or Director of the Corporation, may be entitled.

(b) The Directors shall exercise their powers and duties in good faith and with a view to the best interests of the Corporation. No contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any other corporation, firm or association in which one or more of the Directors of this Corporation are Directors and officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraphs exist:

(1) the fact that the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith or by a vote sufficient for the purpose; or

(2) the fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(3) the contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

(c) Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such Director or officer of such other corporation, or not so interested.

ARTICLE X. The Corporation shall exist perpetually.

ARTICLE XI. The Corporation reserves the right to amend, alter or repeal any provision of these Articles in the manner prescribed by law for such amendment, however, such amendment shall require the written approval of all of the Members.

ARTICLE XII. The Corporation may be dissolved with the written approval of all of the Members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused, such assets shall be granted, conveyed, and

assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation the 5th day of December, 1997.

WITNESS:

Kelly Coulbourn

CYNTHIA K. HITT



The State of Maryland

Executive Department

OFFICE OF THE SECRETARY OF STATE

ORDER OF REGISTRATION

WHEREAS: The Maryland Condominium Act provides that a public offering statement for a proposed condominium regime be registered with the Secretary of State; and

WHEREAS: PERRY HALL FARMS JOINT VENTURE

has submitted an application and required application fee for the registration of the public offering statement for the proposed condominium regime known as:

THE GARDEN CONDOMINIUM AT PERRY HALL FARMS
(Located in Baltimore County)

WHEREAS: said application has been reviewed and found to be complete and acceptable for registration under Title 11 Real Property Article, Annotated Code of Maryland, 1996 Replacement Volume.

NOW THEREFORE BE IT ORDERED that the public offering statement for the proposed condominium regime known as:

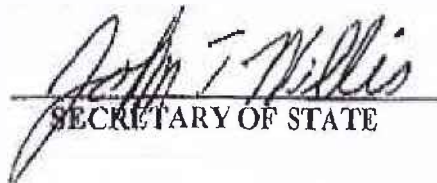
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS

is hereby registered with the Secretary of State of Maryland

PROVIDED HOWEVER, that this **ORDER OF REGISTRATION** is subject to suspension or termination for failure of the registrant to comply with the Maryland Condominium Act or any regulation that the Secretary of State has adopted pursuant to Section 11-127 (e) of the Maryland Condominium Act.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused to be affixed the Seal of the Secretary of State of Maryland, in Annapolis, Maryland this 22nd day of June, 1998,




SECRETARY OF STATE

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Budget
Gardens at Perry Hall

Order: MWR3BKX3C
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Order Date: 09-03-2020
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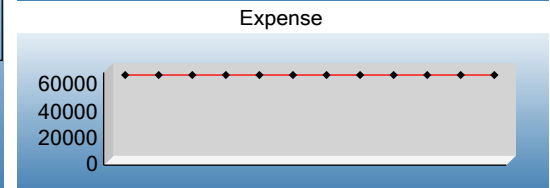
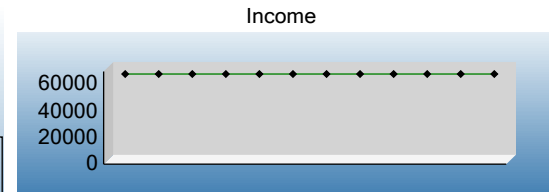
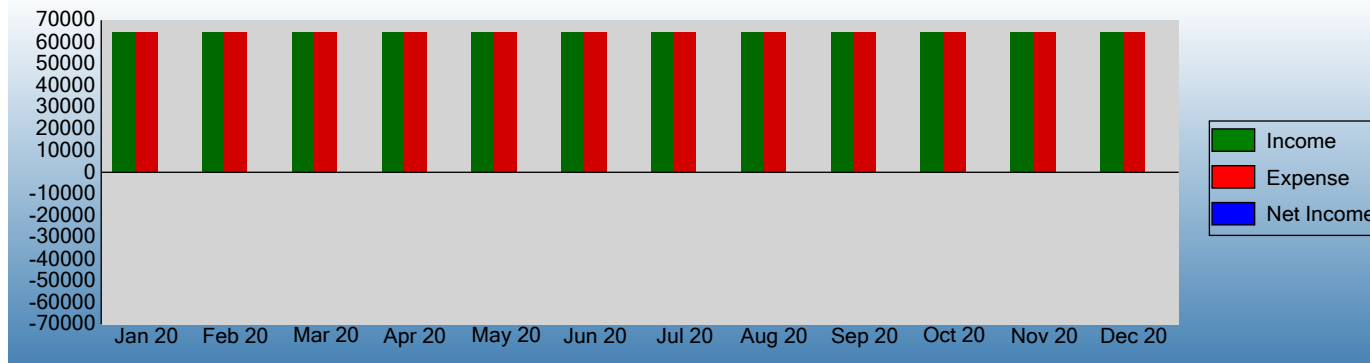
Fiscal Year Budget

Property: Gardens Condo @ Perry Hall Farms
 Monthly recap As of 02/24/20 Profit and Loss

	JAN 20	FEB 20	MAR 20	APR 20	MAY 20	JUN 20	JUL 20	AUG 20	SEP 20	OCT 20	NOV 20	DEC 20	TOTAL
INCOME													
4005 Condominium Fees	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	775,200.00
TOTAL INCOME	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	775,200.00
EXPENSE													
551000 Utilities													
5300 Telephone	1,083.34	1,083.34	1,083.34	1,083.34	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	13,000.00
5540 Electricity	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.67	5,416.66	5,416.66	5,416.66	5,416.66	65,000.00
5583 Water & Sewer	2,833.34	2,833.34	2,833.34	2,833.34	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	34,000.00
551000 Total Utilities	9,333.35	9,333.35	9,333.35	9,333.35	9,333.33	9,333.33	9,333.33	9,333.33	9,333.32	9,333.32	9,333.32	9,333.32	112,000.00
552000 Repairs & Maintenance													
5383 R & M - HVAC	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	625.00	7,500.00
5392 R & M - Carpet Cleaning	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.66	166.66	166.66	166.66	2,000.00
5418 Alarm Repair	333.34	333.34	333.34	333.34	333.33	333.33	333.33	333.33	333.33	333.33	333.33	333.33	4,000.00
5420 Elevator Maintenance	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.67	216.66	216.66	216.66	216.66	2,600.00
5451 Lawn, Trees, Shrubs	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	30,000.00
552000 Total Repairs & Maintena	3,841.68	3,841.68	3,841.68	3,841.68	3,841.67	3,841.67	3,841.67	3,841.67	3,841.65	3,841.65	3,841.65	3,841.65	46,100.00
557000 Contracted													
5409 Alarm Monitoring/Inspection	1,833.34	1,833.34	1,833.34	1,833.34	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	22,000.00
5423 Contract - Elevator	5,916.67	5,916.67	5,916.67	5,916.67	5,916.67	5,916.67	5,916.67	5,916.67	5,916.66	5,916.66	5,916.66	5,916.66	71,000.00
5444 Contract - Snow Removal	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.66	4,166.66	4,166.66	4,166.66	50,000.00
5450 Contract - Grounds	3,218.00	3,218.00	3,218.00	3,218.00	3,218.00	3,218.00	3,218.00	3,218.00	3,218.00	3,218.00	3,218.00	3,218.00	38,616.00
5470 Contract - Repairs	4,583.34	4,583.34	4,583.34	4,583.34	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	55,000.00
5550 Exterminating	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
5600 Contract - Janitorial	2,529.17	2,529.17	2,529.17	2,529.17	2,529.17	2,529.17	2,529.17	2,529.17	2,529.16	2,529.16	2,529.16	2,529.16	30,350.00
557000 Total Contracted	22,497.19	22,497.19	22,497.19	22,497.19	22,497.17	22,497.17	22,497.17	22,497.17	22,497.14	22,497.14	22,497.14	22,497.14	269,966.00
660000 Administrative													
5060 Bank Charges	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.16	4.16	4.16	4.16	50.00
5130 Copy Expense	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	425.00	5,100.00
5200 Permits & Licenses	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.66	41.66	41.66	41.66	500.00
5210 Postage Expense	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
5270 Stationery & Forms	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.66	41.66	41.66	41.66	500.00
5310 Answering Service	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
660000 Total Administrative	712.51	712.51	712.51	712.51	712.51	712.51	712.51	712.51	712.48	712.48	712.48	712.48	8,550.00
667000 Professional Services													
5040 Auditing Expense	164.59	164.59	164.59	164.59	164.58	164.58	164.58	164.58	164.58	164.58	164.58	164.58	1,975.00
5168 Legal Expense	83.34	83.34	83.34	83.34	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	1,000.00

	JAN 20	FEB 20	MAR 20	APR 20	MAY 20	JUN 20	JUL 20	AUG 20	SEP 20	OCT 20	NOV 20	DEC 20	TOTAL
5170 Management Fee Expense	4,328.50	4,328.50	4,328.50	4,328.50	4,328.50	4,328.50	4,328.50	4,328.50	4,328.50	4,328.50	4,328.50	4,328.50	51,942.00
5629 Master Association Fee	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	24,480.00
667000 Total Professional Service	6,616.43	6,616.43	6,616.43	6,616.43	6,616.41	6,616.41	6,616.41	6,616.41	6,616.41	6,616.41	6,616.41	6,616.41	79,397.00
668000 Insurance & Taxes													
5780 Insurance	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.66	6,666.66	6,666.66	6,666.66	80,000.00
5782 Insurance Deductible	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.66	416.66	416.66	416.66	5,000.00
668000 Total Insurance & Taxes	7,083.34	7,083.34	7,083.34	7,083.34	7,083.34	7,083.34	7,083.34	7,083.34	7,083.32	7,083.32	7,083.32	7,083.32	85,000.00
885000 Reserves													
7985 Reserves	14,515.59	14,515.59	14,515.59	14,515.59	14,515.58	14,515.58	14,515.58	14,515.58	14,515.58	14,515.58	14,515.58	14,515.58	174,187.00
885000 Total Reserves	14,515.59	14,515.59	14,515.59	14,515.59	14,515.58	14,515.58	14,515.58	14,515.58	14,515.58	14,515.58	14,515.58	14,515.58	174,187.00
TOTAL EXPENSE	64,600.09	64,600.09	64,600.09	64,600.09	64,600.01	64,600.01	64,600.01	64,600.01	64,599.90	64,599.90	64,599.90	64,599.90	775,200.00
NET INCOME	-0.09	-0.09	-0.09	-0.09	-0.01	-0.01	-0.01	-0.01	0.10	0.10	0.10	0.10	0.00

	JAN 20	FEB 20	MAR 20	APR 20	MAY 20	JUN 20	JUL 20	AUG 20	SEP 20	OCT 20	NOV 20	DEC 20	TOTAL
NET INCOME SUMMARY													
Income	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	64,600.00	775,200.00
Expense	-64,600.09	-64,600.09	-64,600.09	-64,600.09	-64,600.01	-64,600.01	-64,600.01	-64,600.01	-64,599.90	-64,599.90	-64,599.90	-64,599.90	-775,200.00
NET INCOME	-0.09	-0.09	-0.09	-0.09	-0.01	-0.01	-0.01	-0.01	0.10	0.10	0.10	0.10	0.00



Bylaws
Gardens at Perry Hall

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
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BY-LAWS
OF
THE GARDEN CONDOMINIUM
AT
PERRY HALL FARMS, INC.

PERRY HALL, BALTIMORE COUNTY, MARYLAND

BY PERRY HALL FARMS JOINT VENTURE
DEVELOPER

FEBRUARY 15, 1999

LAW OFFICE OF CYNTHIA K. HITT
3600 CRONDALL LANE, SUITE 103
OWINGS MILLS, MARYLAND 21117
410 363 9600
ATTORNEY FOR THE DEVELOPER

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**BY-LAWS
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BY-LAWS
OF

THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.

ARTICLE I.
NAME, LOCATION AND RESIDENT AGENT

Section 1. Name and Location. The name of the Condominium is THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC. The principal office and mailing address of the Condominium are 3600 Crondall Lane, Suite 103, Owings Mills, Maryland 21117, or such other office and address as the Board of Directors (hereinafter the "Board") shall periodically determine. Pursuant to the provisions of Article X of the Declaration, and in accordance with the provisions of Section 11-109 of the Real Property Article of the Annotated Code of Maryland (hereinafter the "Maryland Condominium Act" or the "Act"), the affairs of the Condominium shall be governed and administered by the Council of the Unit Owners of THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC. (hereinafter the "Council"), an entity incorporated as a non-stock corporation under the provisions of the Corporations and Associations Article of the Annotated Code of Maryland.

Section 2. Resident Agent. Cynthia K. Hitt, whose address is 3600 Crondall Lane, Suite 103, Owings Mills, Maryland 21117, a resident of Maryland is designated as the person authorized to accept service of process in any action relating to the Condominium or to the General or Limited Common Elements, as authorized under the Act. The Board may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process, provided that proper notification of such change is promptly filed with the Maryland State Department of Assessments and Taxation, and/or such other agency as may be required by law.

ARTICLE II.
DEFINITIONS

Section 1. "Declaration" means that certain Declaration made the day and year set forth below, by PERRY HALL JOINT VENTURE and NVR HOMES, INC., pursuant to Section 11-101 et seq., of the Act as amended, by which certain described property was submitted to a condominium regime and which Declaration is recorded among the Land Records of Baltimore County, Maryland, immediately prior hereto.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined in the Declaration or in the Act.

ARTICLE III.
BY-LAWS APPLICABILITY

The provisions of these By-Laws are applicable to the Condominium. The terms "Condominium" or "Condominium Regime" or "Regime" as used herein shall include the land, as well as the improvements thereon. In construing these By-Laws, and the government of the Condominium pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland, as may be amended from time to time, pertaining to the government of nonstock corporations, shall be considered as governing to the extent not inconsistent with the provisions of the Act, the Declaration and these By-Laws.

ARTICLE IV.
MEETINGS OF THE COUNCIL OF UNIT OWNERS

Section 1. Place of Meetings. Meetings of the Council shall be held at the principal office or place of business of the Condominium or at such other suitable place convenient to the Council as may be designated by the Board.

Section 2. Annual Meetings. The First Annual Meeting of the Council of the Condominium shall be held within sixty (60) days after the date on which fifty percent (50%) of the Percentage Interests in the Condominium have been conveyed to purchasers for value. Thereafter, annual meetings of the Council shall be held on the First Tuesday in March of each succeeding year or such other date as is hereafter determined by a resolution of the Board. At such meeting there shall be elected by ballot of the Unit Owners, members to the Board of Directors in accordance with the requirements of these By-Laws. The Council may also transact such other business of the Condominium Regime as may properly come before it.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board or upon a petition signed by Unit Owners representing at least twenty-five percent (25%) of the total votes of the Unit Owners in good standing, as then constituted, having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary or his agent to deliver or mail (first class, postage pre-paid) a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner, at his address as it appears in the Roster of Unit Owners of the Condominium on the date of the notice, or if no such address appears, at his last known address. Notice shall be delivered or mailed not less than ten (10) nor more than ninety (90) days prior to such meeting, unless the Act provides for a shorter period of time, in which case the Act will control. Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by such Unit Owner of the time, place and purpose of such meeting. Each Unit Owner shall furnish the Council with his name and current address. A Unit Owner is not entitled to notice of meetings and may not vote at meetings of the Council unless such information is furnished.

Section 5. Quorum. The presence, either in person or by proxy, of Unit Owners representing at least twenty five percent (25%) of the total votes of Unit Owners in good standing, as then constituted, shall be required for a quorum for the transaction of business at all meetings of the Council unless a greater number is provided by the Act, the Declaration, the Articles of Incorporation or these By-Laws, in which case the greater number shall be required. In the event quorum by twenty five percent (25%) is not acquired at the meeting, then the meeting may be adjourned from time to time in accordance with Section 5-206 of the Corporations and Associations Article of the Annotated Code of Maryland, or any successor statute thereto. If the number of votes at a meeting drops below the quorum during the meeting and the lack of quorum is then questioned, no business may thereafter be transacted. If the lack of quorum is not questioned, it is deemed waived.

Section 6. Voting. At every meeting of the Council, each Unit Owner shall have the right to cast the number of votes held by the Unit Owner under the provisions of the Declaration. The vote of the Unit Owners, in person or by proxy, representing fifty-one percent (51%) of the votes cast at that meeting, shall decide the question presented, unless the question is one upon which, by express provision of the Act, the Declaration or these By-Laws, a different vote is required, in which case such express provision shall govern and control. No Unit Owner shall be eligible to be nominated and elected to an office or to the Board, if the Unit Owner is more than sixty (60) days delinquent in any payment of Assessments or other permitted charges due the Condominium. No Unit Owner shall be eligible to vote at any meeting of the Council, if the Council has recorded a statement of lien on his Unit and the necessary amount to release the lien has not been paid at the time of the meeting.

Section 7. Proxies. A Unit Owner may appoint any other Unit Owner, the Developer, the Management Agent, the Mortgagee of the Unit, the Unit Owner's attorney or the Unit Owner's lessee as his proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board before the appointed time of each meeting. A proxy not appointed to vote as directed by the Unit Owner may be used for purposes of meeting quorum and for voting on general matters of business before the Council, but may not be used for purposes of election of members of the Board. Unless limited by its terms or by statute, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary, by the death of the Unit Owner or by conveyance of the Unit to which the Membership is appurtenant.

Section 8. Order of Business. Without limiting additions to the agenda that may be adopted by the Board for each meeting, the general order of business at meetings of the Unit Owners shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.

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In the case of a special meeting, only items (a) and (b) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V. DIRECTORS

Section 1. Number. The affairs of the Council shall be governed by a Board comprised of three (3) persons, which number may be increased or decreased by a resolution of the Board, provided such number of Directors shall never be less than three (3). After the First Annual Meeting of the Council, the members of the Board shall be Unit Owners.

Section 2. Initial Directors. The initial Directors (hereinafter "Initial Directors") shall be appointed by the Developer and need not be Unit Owners. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records of Baltimore County, Maryland until such time as their successors have been appointed or elected and are qualified are as follows:

EDWARD A. PERSONETTE, DAVID S. GONZENBACH and STEVEN D. ROSEN

The Initial Directors shall serve until the First Annual Meeting of the Council, at which time the Unit Owners shall elect a Board, all as prescribed herein. Until the First Annual Meeting, the Initial Directors may be removed and their successors appointed by the Developer, its successors and assigns.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not, by law or by these By-Laws, directed to be exercised and done by the Council. The powers and duties of the Board shall include, but not be limited to, the following:

A. To provide for the care and upkeep of the Condominium, the Units and the Common Elements, as constituted from time to time, in a manner consistent with law and the provisions of these By-Laws and the Declaration;

B. To grant easements, rights-of-way, licenses, leases in excess of one (1) year or similar interests for the provision of communication systems, telephone cables, antennas, sewer lines, water lines, electrical cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium; for any other purpose as may be considered necessary and appropriate by the Board for the orderly maintenance, preservation and enjoyment of the Common Elements; or for the health, welfare, safety and/or convenience of the Condominium, the Unit Owners and the Developer. Nothing in this Section shall enlarge the authority granted to the Board by the Act and all actions of the Board shall be in conformity with the Act;

C. To establish and provide for the collection of Assessments and other permitted charges (including but not limited to maintenance charges and fines) from the Unit Owners and for the establishment and/or enforcement of liens therefor in a manner consistent with the Act,

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the Maryland Contract Lien Act, the Declaration and these By-Laws;

D. To designate, hire and/or dismiss contractors and personnel necessary for the good working order of the Condominium and for the proper care and maintenance of the General and Limited Common Elements and to provide utilities and services for the Condominium, all in a manner consistent with all applicable State and local law, the Declaration and these By-Laws; and

E. To promulgate and enforce such Rules, as may be deemed necessary respecting the use, occupancy and maintenance of the Condominium, the Units, and the Common Elements, to prevent unreasonable interference with the use and occupancy of the Condominium, the Units and the Common Elements by the Unit Owners, all in a manner consistent with the Act, all applicable State and local law, the Declaration and these By-Laws.

F. To impose fines for architectural, use or Rules violations in accordance with the Dispute Settlement Mechanism set forth in Section 11-113 of the Act. Following the procedures set forth in Article XII for Rules adoption, the Board shall also have the power to adopt, a different scheme or dispute settlement mechanism for the imposition of fines.

Section 4. Nominations. At least sixty (60) days before each annual meeting, the President may appoint a Nominating Committee of three (3) Unit Owners, at least one of whom is not a Director. Such Nominating Committee, after considering the qualifications of respective nominees, may select one or more nominees for each directorship to be filled at such annual meeting, and if such a selection is made, shall present its nominations to the Secretary at least fifteen (15) days before the annual meeting. In addition, at least forty-five (45) days prior to the notice of the annual meeting, a call for nominations shall be sent to all Unit Owners. Any Unit Owner(s) may nominate a candidate for each directorship to be filled at any annual meeting by presenting such nomination in writing signed by such Unit Owner(s) to the Secretary. A Unit Owner may nominate himself or any other Unit Owner to be a member of the Board. At least fifteen (15) days before the annual meeting, each Unit Owner and proxy holder shall be furnished a written list of all such nominees for directorships and shall be furnished with a ballot for the election of directors. Only nominations made at least fifteen (15) days before notice of an election shall be listed on the election ballot. Election materials prepared with funds of the Council of Unit Owners shall list the candidates in alphabetical order and may not indicate a candidate preference. Nominations may also be made from the floor of the meeting at which the election to the Board is held.

Section 5. Term of Office. The terms of the Initial Directors shall expire when their successors have been appointed by the Developer or when their successors have been elected at the First Annual Meeting of the Council and are qualified, whichever is the first to occur. At the First Annual Meeting of the Council, the term of office of the Directors receiving the first and second greatest number of votes shall be fixed for two (2) years and the term of office of the Director receiving the third greatest number of votes shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. Directors shall hold office until their successors have been elected, are qualified and the newly constituted Board of Directors holds its first meeting. It is the intent of this Section to allow for staggered terms of office and in the event of an change in

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the number of Directors, the staggered terms shall be adjusted accordingly.

Section 6. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Council at the next annual meeting.

Section 7. Removal of Directors. After the First Annual Meeting, at any duly called regular or special meeting of the Board, any Director may be removed by the Board for cause, by the affirmative vote of a majority of the entire Board and a successor may then and there be appointed to fill the vacancy thus created for the unexpired portion of the Director so removed. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The term of any Director who has a Statement of Lien recorded against his Unit shall be automatically terminated and the remaining Directors shall appoint his successor as provided above.

After the First Annual Meeting, a Director may be removed with or without cause upon the presentation of a petition signed by twenty five percent (25%) of the Unit Owners in good standing as constituted from time to time. Upon the presentation of such a petition to the President or to the Secretary, the President shall call a special meeting of the Council in accordance with the notice requirement herein for the purpose of discussing the proposed removal. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. In the event the Director is removed a vote may be taken at the same meeting to elect a successor to fill the vacancy thus created for the unexpired term of the Director so removed.

Section 8. Compensation. Except for the Initial Directors, and any of their successors appointed prior to the First Annual Meeting of the Council, no remuneration shall be paid to any Director who is also a Unit Owner for services performed by him for the Council in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board before the services are undertaken.

Section 9. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election or as soon as practical, at such date, time and place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a quorum of the Board is present.

Section 10. Regular Meetings. At least once annually, the Board shall send each Unit Owner notice of the tentative dates of the Board meetings. All meetings of the Board shall be open, except as provided in the Act. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to the Unit Owners and to each Director, personally, by mail or by telephone, or by such other means so as to give effective notice, at least three (3) days prior to the day of such meeting.

Section 11. Special Meetings. Special meetings of the Board may be called by the President and shall be called by the President or Secretary upon the written request of at least two (2) Directors. Notice of a special meeting of the Board stating the time, place and purpose of the meeting shall be given to each Director, personally, by mail or by telephone, at least three (3) days prior to the day of such meeting, unless the circumstances of the special meeting constitute an emergency meeting requiring a shorter notice.

Section 12. Waiver of Notice. Before or at any meeting of the Board, any Directors may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such meeting following an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Fidelity Bonds. The Board shall require that all Management Agents, officers and employees of the Council handling or responsible for Council or trust funds shall furnish adequate fidelity bonds with a corporate surety satisfactory to the Board and in amounts equal to or in excess of the total of six (6) months assessments on all Units and the sum of the reserve fund established pursuant to Article IX of these By-Laws. The premiums on such bonds shall be paid by the Council, except that any fidelity bonds required to be provided by any Management Agent as a condition of employment for management of the Condominium may be required by the Board, in its discretion, to be paid by the Management Agent. The Council shall be named as obligee (or as an additional obligee in the case of a Management Agent's bond) under the bond. Any such fidelity bond must include a provision requiring ten days' written notice to the Council before cancellation or substantial modification.

ARTICLE VI. OFFICERS

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. Officers elected by the Initial Directors need not be Unit Owners. After the First Annual Meeting of the Council, the Board may elect officers who shall be Unit Owners. The Board may combine the offices of Secretary and Treasurer or may elect an assistant secretary and an assistant treasurer and such other officers as in the judgment of the Board may be necessary.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office until their successors have been elected and are qualified.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Council and a member of the Board. He shall preside at all meetings of the Council and the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to, the power to appoint committees from among the Unit Owners, or other qualified persons, from time to time, as he may decide in his discretion is appropriate, to assist in the conduct of the affairs of the Council.

Section 5. Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint another member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Council, and shall have charge of the permanent records of the Council and such other books and papers as the Board may direct; and shall, in general, perform all the duties incidental to the office of Secretary, including counting the votes at meetings of the Council. In the Secretary's absence, the President shall designate another person to count such votes.

Section 7. Treasurer. The Treasurer shall have responsibility for Council funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Council in such depositories as may from time to time be designated by the Board.

Section 8. Delegation. The Board may delegate any or all of the duties of the officers to a Management Agent or banking institution and following such delegation, such officer's remaining duties shall include the supervision of the Management Agent or banking institution to which such duties were delegated.

Section 9. Compensation. The Board shall have the power to fix the compensation for all officers of the Council who are not Unit Owners but shall have the power to fix the compensation for all officers of the Council who are Unit Owners only with the approval of the Council.

ARTICLE VII.

LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Liability and Indemnification. The Council shall indemnify every Director and officer of the Council against any and all expenses, including counsel fees and any settlement approved by the Board, reasonably incurred by or imposed upon any Director or

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officer in connection with any action, suit or other proceeding to which the Director or officer may be made a party by reason of being or having been an Director or officer of the Council, whether or not such person is an Director or officer at the time such expenses are incurred. The Directors and officers of the Council shall be liable to the Council and the Unit Owners for gross negligence, willful misconduct or bad faith, but shall not be liable for mistakes of judgment or otherwise if made in good faith. The Directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council, except to the extent that such Directors or officers may also be Unit Owners, and the Council shall indemnify and forever hold each such Director and officer free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be in addition to and not in lieu of any other rights to which any Director or officer of the Council, or former Director or officer of the Council, may be entitled by law or statute. The Council, through its Board, may elect to apply the provisions of this Section to employees and agents of the Council on a cases by case basis.

Section 2. Common or Interested Directors.

A. The Directors shall exercise their powers and duties in good faith and with a view to the best interests of the Council.

B. For so long as the Developer elects one or more Directors to the Board, no contract or other transaction between the Council and one or more of its Directors, or between the Council and any corporation, firm or association, including the Developer, in which one or more of the Directors are directors or officers, or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board, or any committee thereof, which authorizes or approves the contract or other transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(1) The fact of the common directorate, office or interest is disclosed or known to the Board, or a majority thereof, or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or other transaction in good faith by a vote sufficient for the purpose; or

(2) The fact of the common directorate, office or interest is disclosed or known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or other transaction in good faith by a vote sufficient for the purpose; or

(3) The contract or other transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed.

(4) For so long as the Developer elects one or more directors to the Board, common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board, or any committee thereof, which authorizes, approves or ratifies any contract or other transaction, any may vote thereat to authorize any contract or other transaction with like force and effect as if he were not the director or officer of the other corporation or as if he were not so interested.

ARTICLE VIII.
MANAGEMENT

Section 1. Management and Common Expenses. For the benefit of the Units and the Unit Owners thereof, the Board shall manage, operate and maintain the Condominium and shall enforce the provisions of these By-Laws and may pay all Common Expenses, including by way of example rather than as a limitation, payment of the following expenses:

A. The cost of providing water, sewer, electricity (including street lighting) or other necessary utilities to the extent that the same are not separately provided, metered or billed to each Unit; the cost of landscaping, snow removal and other necessary services for the Common Elements, provided, however, that nothing herein contained shall require the Board to provide utilities or services to the Units or the Limited Common Elements that are deemed the responsibility of the Unit Owner(s).

B. The cost of public liability, fire and extended coverage insurance on the Common Elements and the Units and the cost of such other insurance as the Board or the Council may elect.

C. The cost of the management services to operate, manage and maintain the Condominium to the extent deemed advisable by the Board, together with the services of such other personnel as the Board shall consider necessary for the operation, management and maintenance of the Condominium.

D. The cost of providing such legal and accounting services as may be considered necessary to the operation of the Condominium.

E. The cost of maintaining, replacing, repairing and landscaping the Common Elements, including such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and unless otherwise provided in the Declaration or these By-Laws, the Board shall have the exclusive right to provide for and acquire same; provided, however, that nothing herein contained shall require the Board to maintain, replace, repair or landscape those portions of the Unit or the Limited Common Elements that are deemed the responsibility of the Unit Owner(s).

F. The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council is required to secure, to pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the Common Elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Unit or Units, the cost thereof shall be specially assessed to the Unit Owner or Owners thereof in the manner provided below.

G. The cost of the maintenance or repair of any Unit reasonably necessary in the discretion of the Board to protect the General and Limited Common Elements or to preserve the appearance or value of the Condominium or otherwise for the general welfare of all Unit Owners; provided, however, that no such maintenance or repair shall be undertaken without (i) a resolution by the Board and (ii) reasonable written notice to the Unit Owner of the Unit proposed

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to be maintained or repaired; provided, further, that the cost thereof shall be assessed against the Unit for which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the Unit Owner at which time the amount shall become due and payable; shall be a continuing lien and obligation of said Unit Owner; and shall be collected from the Unit Owner in the same manner as an Assessment as provided in Article IX hereof.

H. The cost of any maintenance, repair or replacement contracted for between the Council, or its Management Agent, and individual Unit Owner(s) having to do with an individual Unit; provided that the cost thereof shall be assessed against the Unit for which such maintenance, repair or replacement is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the Owner of said Unit at which time the amount shall become due and payable; shall be a continuing lien and obligation of said Unit Owner; and shall be collected from the Unit Owner in the same manner as an Assessment as provided in Article IX hereof.

I. Any amount necessary to discharge any lien or encumbrance levied against the Condominium or any portion thereof, which, in the opinion of the Board, may constitute a lien against any of the General or Limited Common Elements rather than a lien against the interests of a Unit Owner or against any individual Unit.

Section 2. Management Agent. The Board shall employ a professional Management Agent at a rate of compensation established by the Board. The Council shall not undertake self-management or otherwise fail to employ a professional Management Agent. The Board may delegate such of its duties, powers or functions to the Management Agent, as the Board shall authorize pursuant to a Management Agreement, provided that any such Management Agreement shall provide for termination thereof by either party for cause and without payment of a termination fee on up to thirty (30) days written notice and by either party without cause and without payment of a termination fee on up to ninety (90) days written notice. Any such contract shall have a maximum term of two (2) years.

Section 3. Duty to Maintain. Except for maintenance requirements imposed upon the Council, if any, each Unit Owner shall, at his own expense, maintain, repair and replace his Unit and any and all equipment, appliances or fixtures situated within the Unit and its other appurtenances in good order, condition and repair, in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Unit and such appurtenances. All Unit Owners shall, at their own expense, maintain, repair and replace any plumbing fixtures; heating and air conditioning equipment; lighting fixtures; refrigerators; freezers; dishwashers; washers and dryers; disposals; trash compactors; ranges and/or other equipment that may be in, or appurtenant to such Unit and which serve only that Unit. Any Unit Owner may contract for the performance of any maintenance, repair or replacement of any item listed in this Section which is his responsibility with the Management Agent and the cost of the same shall be assessed as provided in Section 1(h) of this Article.

In addition to the foregoing, each Unit Owner shall, at his own expense, maintain, repair and replace those items referenced in Article XII of the Declaration.

Additionally, to prevent the freezing of any water in any pipe, plumbing fixture or other facility in the Condominium, each Unit Owner, at his own expense shall maintain the temperature inside his Unit at not less than fifty degrees (50°) Fahrenheit at all times throughout the year.

The Board shall have the authority to adopt such reasonable rules regarding maintenance of the Units and Limited Common Elements by the Unit Owner(s) as may be necessary or required for the operation, maintenance and preservation of the Condominium and its Unit Owners.

Section 4. Failure to Maintain. Each Unit Owner shall be responsible for any and all damage caused by his failure to maintain his Unit and any other items for which he is responsible pursuant to the Declaration or these By-Laws. In the event that a Unit Owner fails to maintain, repair or restore his Unit and all improvements thereon and/or any other items for which he is responsible pursuant to the Declaration or these By-Laws, the Developer, the Master Association or the Council shall have (i) the right to fine the Unit Owner in accordance with the proper procedures for imposing a fine; or (ii) the right to enter upon the Unit and maintain, repair or restore the Unit in accordance with the procedures of Article XIII hereof. Each Unit Owner does hereby grant the Board, or its duly authorized agents, the right of entry upon his Unit and/or Limited Common Element to effect emergency repairs. The Board shall contact the Unit Owner as soon as practical under the circumstances in the case of any such emergency entry and repair.

Section 5. Limitation of Liability. The Council shall not be liable for any failure of water supply or other utilities or services to be obtained by the Council or paid for out of the Common Expenses. The Council shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored within any Unit or upon any of the General or Limited Common Elements. No diminution or abatement of the Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, separately contracted maintenance to a Unit, or from any action taken by the Council to comply with any law, ordinance, or with the order or directive of any municipal or other governmental authority. THE COUNCIL IS NOT A PROVIDER OF SECURITY SERVICES FOR THE UNITS AND PROPERTY, AND UNIT OWNERS SHOULD IMPLEMENT SECURITY MEASURES, IF DESIRED, TO PROTECT THEIR PERSONS, UNITS, AND PERSONALTY.

ARTICLE IX. ASSESSMENTS

Section 1. Covenant to Pay Assessments. From and after the recordation of the Declaration and these By-Laws, each Unit Owner by acceptance of a deed, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed to pay his proportionate share of the Common Expenses through the payment of:

- A. Annual Assessments;
- B. If applicable, Special Assessments;

- C. If applicable, the amount of separately contracted maintenance for which the Unit Owner is liable pursuant to Article VIII; and
- D. If applicable, the amount of any fine levied against the Unit or the Unit Owner for violation of the Rules of the Council.

The separately contracted maintenance and fines (sometimes hereinafter the "Permitted Charges") when assessed by the Council shall be included in the term "Assessments" where the context so requires, it being intended by this Article that Permitted Charges shall be treated in the same manner as Assessments for purposes of levy, payment, the Council's rights and the Unit Owner's obligations set forth herein. The Annual and Special Assessments and Permitted Charges (hereinafter collectively the "Assessments"), together with interest, late fees, costs of collection, and reasonable attorneys' fees, shall be a charge on, and shall be a continuing lien upon the Unit against which each such levy is made.

A Unit Owner shall be liable for all Assessments, or any installments thereof, coming due while he is the owner of a Unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for which a Statement of Lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee. Each Assessment, together with interest, late fees, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Unit Owner as of the date of imposition of the Assessment. No Unit Owner may exempt himself from liability for Assessments by a waiver of the use or enjoyment of any of the Common Elements, or by abandonment of any Unit belonging to him.

Section 2. Purpose of Assessments. The Assessments levied by the Council, by way of example rather than as a limitation, may be used for the following purposes:

- A. The cost of all operating expenses of the Council, as the same may be constituted from time to time, for utilities and services procured and furnished, including charges by the Council for facilities and services furnished by it;
- B. The cost of necessary management and administration, including fees paid to any Management Agent;
- C. The amount of all taxes and assessments levied against the Council or upon any property which it is otherwise required to pay, if any;
- D. The cost of public liability, fire and extended coverage insurance on the Condominium and the cost of such other insurance as the Council may effect;
- E. The cost of furnishing sewer, water, electric and other utilities, to the extent furnished by the Council;
- F. The cost of funding all reserves established by the Council, including, when appropriate, general operating reserve(s) and/or the reserve(s) for replacement of the Common Elements or the equipment, if any, in the Condominium;

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G. The estimated cost of repairs, maintenance and replacement of the improvements in the Condominium, including Common Elements, to be made by the Council.

Section 3. Annual Assessments. The Board shall determine the Annual Assessment against each Unit by preparation and adoption of the annual proposed budget. The Annual Assessment may be payable in monthly, quarterly, semi-annually or annually installments, as determined by the Board.

At least thirty (30) days prior to its adoption, the Board shall mail to each Unit Owner a copy of the budget and a Notice of the Annual Assessment. The budget and the Notice of Annual Assessment shall be sent pursuant to the notice requirements of Article XVIII hereof. The budget may be amended by the Board only in accordance with the Act.

The Board's failure to act in the manner provided herein before the expiration of any budget period shall not invalidate any such action if taken at a later time. Until a budget is established for any Assessment Year, however, the Annual Assessment applicable to an Unit Owner and his Unit shall be presumed to be the Annual Assessment applicable to the preceding Assessment Year and each Unit Owner shall be bound to pay such Annual Assessment in the manner applicable to the preceding Assessment Year.

Section 4. Special Assessments.

A. In addition to the Annual Assessment authorized by this Article, the Board may levy in any Assessment Year, a Special Assessment or Special Assessments for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property; or (ii) the payment of unexpected or unbudgeted costs resulting from extraordinary events; or (iii) the payment of expenses for any other purpose as the Board may consider appropriate.

B. Prior to levying any such Special Assessment, the Board shall schedule a hearing for comment on the proposed levy of any Special Assessment by the Unit Owners. Notice of the hearing shall include a copy of the proposed Special Assessment, its proposed due date(s) for payment, the date, time, location, and agenda of the hearing shall be sent to all Unit Owners at least fifteen (15) days prior to the meeting date.

C. A quorum of the Board shall be in attendance at the comment hearing; if a quorum is not present, a new hearing shall be scheduled within seven (7) days. A member of the Board shall preside over any hearings so convened and shall limit discussion to the parameters of the published agenda. Any Unit Owner may appear and speak at these hearings, or provide comment by written statement.

D. After comment is held on the proposed Special Assessment at the hearing, the Board shall vote on its passage. A majority vote of those members of the Board present and voting is required to levy the Special Assessment. A Notice of Special Assessment shall be given at least thirty (30) days prior to the due date of the Special Assessment or the first installment thereof (if permitted to be paid in installments) and sent pursuant to the notice requirements set forth in Article XVIII hereof. The Special Assessment may be payable in monthly, quarterly, semi-annually or annually installments, as determined by the Board, and as

prescribed in the Notice of Special Assessment.

Section 5. Reserves.

A. The Council shall establish and maintain a reserve fund (hereinafter the "Reserve Fund for Replacements") by the allocation and payment to such reserve fund of an amount to be designated, from time to time, by the Board, which amount shall not be less than five percent (5%) of the Annual Assessments levied pursuant to the provisions of this Article. Such reserve fund shall be conclusively deemed to be a Common Expense. The Reserve Fund for Replacements shall be deposited in a special account with a lending institution, the accounts of which are insured by a federal agency, or may, in the discretion of the Board, be invested in the obligations of, or fully guaranteed as to principal by the federal government or any State, County or municipal government in the United States of America. The Reserve Fund for Replacements may be expended only for the purpose of (i) effecting the repair and/or replacement of the Common Elements; (ii) the repair and/or replacement of equipment in the Condominium; and (iii) operating contingencies of a non-recurring nature.

B. The amounts required to be allocated to the Reserve Fund for Replacements may be reduced, by appropriate resolution of the Board, upon the accumulation in such reserve fund of a sum equal to twenty percent (20%) of the full replacement value of the Condominium as annually determined by the Board for fire insurance purposes. The proportionate interest of any Unit Owner in the Reserve Fund for Replacements shall be considered appurtenant to his Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Unit to which it appertains, and shall be deemed to be transferred with such Unit.

C. The Board shall have the authority to establish other reserve funds separate from the Reserve Fund for Replacements on such other conditions and for such other purposes as the Board deems necessary for the benefit of the Condominium.

Section 6. Certificate of Payment. The Council shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Council setting forth whether the Assessments relative to a specific Unit have been paid. A properly executed certificate of the Council as to the status of Assessments relative to a specific Unit is binding upon the Council as of the date of its issuance.

Section 7. Non-Payment of Assessments. Upon the failure of the Unit Owner to pay the Assessment, or any installment thereof (if such Assessment was permitted to be paid in installments), when due, the following shall apply:

A. **Acceleration.** If any Assessment, or any installment thereof, is not paid within fifteen (15) days after the due date, then upon notice to the Unit Owner as provided by the Act, the entire unpaid balance of the Assessment for the fiscal year may be accelerated and shall be delinquent and immediately due and payable in full.

B. **Late Fees.** The delinquent Assessment or any installment thereof shall also be subject to a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the delinquent Assessment or installment thereof or the highest late fee allowed by the Act, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent

payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days.

C. Interest. Any delinquent Assessment or any installment thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest interest rate allowed by law, whichever is greater.

D. Costs of Collection and Attorneys' Fees. Each delinquent Unit Owner shall also be responsible for payment of all costs of collection and reasonable attorneys' fees incurred by the Council as a result of non-payment of any delinquent Assessment or installment thereof.

E. Lien, Foreclosure or Action at Law. The Council shall also have the right to enforce collection of the delinquent Assessments by bringing an action at law against each Owner personally obligated to pay same, or may establish and foreclose a lien against the Unit pursuant to Title 14 of the Real Property Article of the Annotated Code of Maryland, as amended from time to time, and any successor statute thereto (hereinafter the "Maryland Contract Lien Act").

F. Suspension of Rights and Services. For so long as the Assessments remain delinquent, upon fifteen (15) days prior written notice to the delinquent Unit Owner, the Council shall also have the right to suspend the rights and privileges of a delinquent Unit Owner, including but not limited to, parking privileges, the right to use the Common Elements of the Condominium, and the right to vote (provided, however, that prior to suspension of the right to vote, a Statement of Lien has been recorded against the Unit and the amount necessary to release the lien has not been paid). Upon fifteen (15) days prior written notice to the delinquent Unit Owner, the Council shall also have the right to suspend services rendered to the Unit Owner, such as utilities, maintenance and replacements, provided that basic ingress and egress and use of the Unit is not denied or impaired and provided further that the properties of or the services rendered to other Unit Owners, other Units, the Common Elements or the Condominium as a whole are not impaired or otherwise adversely effected.

Section 8. Enforcement and Priority of Lien.

A. So long as the Maryland Contract Lien Act remains in effect, when entitled to a lien, the Council may proceed to establish and enforce the lien in accordance with the Maryland Contract Lien Act.

B. In the event the Maryland Contract Lien Act shall not be in force and effect, when entitled to a lien, the Council shall have the immediate right to enforce collection of the delinquent Assessments through foreclosure in the same manner and subject to the same requirements as the foreclosure of mortgages and deeds of trust on real property in the State of Maryland containing a power of sale or an assent to a decree.

C. By acceptance of a deed therefore, whether or not it shall be so expressed in such deed, each Unit Owner shall be deemed to have expressly authorized the establishment, enforcement and foreclosure of the lien by the Council subject to the rules pertaining to foreclosures of mortgages and deeds of trust containing a power of sale or an assent to a decree, in accordance with the public general laws of the State of Maryland and the Maryland

Rules of Procedure, as amended from time to time, or any successor statute, relating to the foreclosure of real property, as if the Council were the mortgagee and the Unit Owner were the mortgagor.

D. Any sale or transfer pursuant to foreclosure shall not relieve the Unit Owner or the Unit from the liability for any Assessments thereafter becoming due, nor from the lien for any subsequent delinquent Assessment.

Section 9. Release of Lien. Upon the timely curing of any default for which a lien was filed or recorded by the Council, the officers of the Council are hereby authorized to file or record, as the case may be, an appropriate release of such lien, upon payment by the defaulting Unit Owner of a release fee, to be determined by the Council, but not to exceed One Hundred Dollars (\$100.00), to cover the costs of preparing and filing or recording such release.

Section 10. One Satisfaction; Cumulative Remedies; Waiver. The enumeration of the rights of the Council and Board contained in this Article IX is made in furtherance, and not in limitation, of the rights and remedies conferred by law upon the Council, or the Board, to collect the Common Expenses or enforce any lien against any Unit, and is not intended, by mention of any particular right or remedy, to limit or restrict the Council, or the Board, which shall have all powers and rights necessary or convenient for collection of the common expenses. The lien, the right to institute suit for collection and the right to foreclose pursuant to the lien shall be in addition to and not in substitution for all other rights and remedies which the Council, its successors and assigns, may have hereunder or now or hereafter existing at law or in equity, by statute or otherwise, provided there be but one satisfaction of the claim. The election of any one or more of the remedies shall not constitute a waiver of the right to pursue other available remedies.

Section 11. Subordination of the Lien to Mortgages. Except to the extent of a recorded Statement of Lien recorded prior to the lien of the Mortgagee, the lien provided for herein shall be subordinate to the lien of any institutional Mortgagee providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first and purchase money second mortgage combination designed to facilitate purchase money financing due to statutory lending limits. Sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien (but not the personal obligation) as to delinquent Assessments which became due prior to such sale or transfer except to the extent of surplus proceeds realized as a result of such sale or transfer. No sale or transfer shall relieve a subsequent Unit Owner from liability for any Assessments becoming due after such sale or transfer.

Section 12. Notice to Mortgagees.

A. Upon written request from a Mortgagee, the Council shall give written notice to the Mortgagee of any Assessment or installment thereof (if such Assessment is permitted to be paid in installments) or Permitted Charge that becomes delinquent for a period in excess of sixty (60) days and of any other default by the Unit Owner with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

B. The Board may, in its sole and absolute discretion, extend the provisions of this

Section to the holders of a mortgage, or the indebtedness secured thereby, not otherwise entitled thereto.

Section 13. Foreclosure of Lien. Foreclosure of the lien shall not take place until after the Mortgagee of that Unit is notified pursuant to Section 4(d) of this Article and the said Mortgagee is given fifteen (15) days to obtain compliance by the Unit Owner with the assessment requirements herein before stated.

ARTICLE X. USE RESTRICTIONS

Section 1. Non-Residential Use.

A. Except as otherwise permitted herein, no Unit shall be devoted to a Use other than a residential use; no Unit may be occupied at any one time by more than one (1) family; and no Unit may be used for transient or hotel purposes.

B. Professional and/or home offices or home based business not constituting a primary or substantial Use of the Dwelling or the Unit is permitted with the following restrictions. The owner of the professional or home office must reside in the Unit in which the office is located and the use must otherwise comply with all local laws and ordinances regulating the use of residences, professional offices and home based businesses. No profession or home industry shall be conducted in any Unit that may be or become an annoyance or nuisance to the neighborhood or the other Unit Owners. Such profession or home industry shall be deemed a nuisance and prohibited if the activity relating thereto can be seen, heard, smelled, or if any activity relating thereto, overburdens the Property with noise, traffic or other visual or audible effects. Any such proposed profession or home industry shall obtain prior written approval from the Board or the Architectural Committee.

C. No Unit or any part thereof, or any Limited or General Common Element, including the roads, sidewalks and open space areas may be used for the operation of a day care center or a "Family Day Care Home" (as that term is defined under Title 5, Subtitle 5 of the Family Law Article, Annotated Code of Maryland) or by any Family Day Care Home providers as an area for Family Day Care Home activities. "Family Day Care Home" means a home registered or required to be registered under Title 5 of the Family Law Article of the Annotated Code of Maryland, as amended from time to time, and includes any Unit within which Family Day Care is provided. Notwithstanding the foregoing, the Council may, at any time hereafter, enact an Amendment to these By-Laws expressly permitting the use of a Unit as a Family Day Care Home. Any Amendment to permit the use of a unit as a Home shall be proposed, voted upon, and enacted in accordance with the procedures set forth in these By-Laws, except that the Amendment shall be considered adopted and enacted upon the affirmative vote of Unit Owners representing fifty-one (51%) percent of the total votes of the Unit Owners in good standing, as then constituted, at any meeting of the Council duly called for such purpose. Upon enactment of such an Amendment, a Unit Owner may thereafter establish and operate a Family Day Care Home within a Unit, and shall be entitled, in the ordinary course of operation of the Family Day Care Home, to the use of roads, sidewalks, and other Common Elements of the Condominium. Establishment and operation of the Family Day Care Home shall be subject to the following

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requirements:

1. The Unit Owner or Day Care Provider operating the Home from the Unit shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Unit Owner shall provide a copy of the license to the Board prior to establishing and operating the Home.

2. The Unit Owner or Day Care Provider shall obtain the liability insurance described in Article 48A, Section 481D of the Annotated Code of Maryland, or any successor statute, in at least the minimum amount described in that Section. The Unit Owner or Day Care Provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Board before establishing and operating the Home. The Condominium may not require the Unit Owner or Day Care Provider to obtain insurance in an amount greater than the minimum amounts set forth in the Code Section set forth above.

3. The Unit Owner or Day Care Provider shall pay, on a pro-rata basis with other Homes then in operation, any increase in the Condominium's insurance costs attributable solely to the establishment and operation of the Home, upon presentation of a statement from the Board setting forth the increased costs and requesting payment of same. The increased insurance costs may be levied against the Unit and shall be considered an Assessment when so levied; shall be a continuing lien against the Unit when so levied and a personal obligation of said Unit Owner; and shall be collected from the Unit Owner in the same manner as an Assessment as provided in Article IX hereof.

4. The Unit Owner or Day Care Provider shall be responsible for payment of a fee determined by the Board, for the Family Day Care Home's entitlement to use of the Common Elements of the Condominium. The Board shall establish the fee and shall advise all Unit Owners or Day Care Providers operating Family Day Care Homes of the amount due on an annual basis. The fee shall not be in an amount in excess of Fifty Dollars (\$50.00). Upon presentation of a statement for the annual fee and demand for payment, the Unit Owner or Day Care Provider shall promptly remit payment to the Board. The fee may be levied against the Unit and shall be considered an Assessment when so levied; shall be a continuing lien against the Unit when so levied and a personal obligation of said Unit Owner; and shall be collected from the Unit Owner in the same manner as an Assessment as provided in Article IX hereof.

5. The Board may regulate the number of Family Day Care Homes operating within the Condominium, provided that the number permitted may not be less than 7.5 percent of the total Units within the Condominium.

Section 2. Rental of Units. A Unit Owner may lease his Unit subject to the following terms and conditions:

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A. Any lease between an Unit Owner and a lessee must be in writing and shall not be for a term of less than six (6) months.

B. The lease shall state that no pets are allowed to be kept on the property by the lessee.

C. The lease shall state that it is subject in all respects to, and that the lessee shall comply with, all of the provisions of the Declaration, the Articles of Incorporation, these By-Laws and the Rules of the Condominium, and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease, and upon such default the Unit Owner shall be entitled to terminate the lease and evict the lessee.

D. The lease shall in no way relieve the Unit Owner of any duty or obligation imposed by this Declaration, the Articles of Incorporation, the By-Laws or the Rules of the Condominium, including penalties for the violation thereof, even if such violation shall be caused by the actions of the Unit Owner's lessee.

E. If any Unit Owner shall lease his Unit for residential purposes, such lease shall first be submitted to the Board for its approval. No portion of any Unit (other than an entire Unit) shall be leased for any period. The lease shall contain covenants obligating the Unit Owner's lessee to observe all rules and regulations of the Council, as promulgated from time to time, and all restrictions and conditions imposed by the Declaration, these By-Laws, and the Rules of the Condominium. If the Unit Owner fails to provide these documents, the Board may provide said documents, billing the reasonable cost of same to the Unit Owner. If the Unit Owner fails to comply with this subparagraph, such failure to comply shall be a violation of these By-Laws, subject to a fine for the violation and enforceable at law or equity. The Board may adopt standard lease covenant language for use by the Unit Owners and such additional Rules with respect to the leasing of Units as may be necessary from time to time.

Section 3. Occupancy, Etc. The right to use or occupy any Unit within the Condominium, the right to reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any Unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in these By-Laws and/or Rules duly adopted by the Board. No such restriction shall be based upon age, race, religion, family composition, sex or place of national origin. The provisions of this subsection shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a Mortgagee in lieu of foreclosure.

Section 4. Itemization of Use Restrictions.

A. No noxious or offensive trade or activity shall be carried on upon the Condominium or upon any Unit, nor shall any odor, noise or light emanate therefrom, nor shall anything be done upon the Condominium which may be or become an annoyance or nuisance to the neighborhood or the other Unit Owners.

B. There shall be no obstruction of any Common Elements. Nothing shall be stored

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upon any Common Elements, except as herein provided, without the approval of the Board. Vehicular parking upon the Common Elements may be regulated by the Board.

C. Nothing shall be done or maintained in any Unit, or upon any Common Elements, which will increase the rate of insurance on any Unit or Common Elements, or result in the cancellation thereof, without the prior written approval of the Board. Nothing shall be done or maintained in any Unit or upon Common Elements which would be in violation of any law. No waste shall be committed upon any Common Elements.

D. No structural alteration, construction, addition or removal of any Unit or Common Elements shall be commenced or conducted except in strict accordance with the provisions of the Declaration, these By-Laws, Federal, State and Local Laws.

E. No livestock, poultry, birds, insects, or other animals of any kind, regardless of number, temporarily or permanently, shall be raised, bred or maintained upon the Common Elements or within any Unit, except that up to two (2) household domestic pets, including dogs, cats, birds, fish or similar household domesticated animal may be kept within a Unit, provided they are not raised, bred or maintained for commercial purposes, and provided further, that the Unit Owner insures that all applicable State and County animal control laws and ordinances are followed and provided further that no such animal(s) shall be or become an annoyance or a nuisance or cause a disturbance to the neighborhood or other Unit Owners or constitute a threat to the health or safety of the other Unit Owners. The Board may adopt additional Rules with respect to household pets as may be necessary from time to time.

F. Except for political signs as may be allowed by State or local law, and except for such signs as may be posted by the Declarant for promotional purposes and signs of a directional nature, no signs, flags, banners or hangings of any character shall be erected, posted, or displayed upon, in or about any Unit or the Common Elements so as to be visible on the exterior of the Unit or the Common Elements. It is intended by this sub-section that there be no signs of any type except as expressly exempted herein and except as permitted by government law or regulation specifically pre-empting the effect of these private covenants.

G. No junk vehicle, commercial vehicle, trailer, truck over 3/4 ton, camper, camp truck, house trailer, recreational vehicle, boat or boat trailer shall be parked, stored or maintained in the open upon any Common Elements or upon the parking areas of the Condominium or on the dedicated rights-of-way. No automobile or other permitted vehicle which does not display current registration (except for vehicles eligible for registration as "Historic Motor Vehicles" under applicable State or local laws) shall be parked, stored or maintained in the open upon any Common Elements or upon the other parking areas of the Condominium or on the dedicated rights-of-way. The repair or extraordinary maintenance of automobiles or other permitted vehicles shall not be carried out anywhere on the Common Elements, except as provided for below (and except for bona fide emergencies). The Council, through its Board, may designate, provide and maintain a suitable area for designated activities such as the parking of such vehicles and/or the minor repair of vehicles as the Board may determine.

H. Except as elsewhere provided in the Declaration and these By-Laws, no part of the Units or the Common Elements shall be used for commercial activities of any character. This

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subsection shall not apply to the use of Units or Common Elements by the Developer for its sole display, promotional or sales purposes.

I. No burning of any trash, and no unreasonable or unsightly accumulation or storage of bulk materials, lumber, metals, new or used building materials, litter, or trash of any other kind shall be permitted within any Unit or upon any Common Elements (except for building material being utilized during the construction reconstruction or repair of any approved Structure may be stored for a reasonable period of time only while such activities are being carried on.) Trash and recycling containers shall be kept in a clean and sanitary condition and shall not be permitted to remain in public view except on days of trash or recycling collection. The Council may, in its discretion, adopt reasonable Rules relating to the size, shape, color, number, type and manner of storage and location of trash and recycling containers. This subsection shall not apply to the Developer during the period of construction of the Condominium.

J. No structure of a temporary character, trailer, tent, shack, shed, barn or other outbuilding shall be erected, installed or maintained upon any of the Common Elements at any time except as approved in accordance with the provisions of Article XI hereof.

K. No permanent exterior clothes dryer or clothesline shall be erected, installed or maintained upon any Limited or General Common Elements. Only collapsible or retractable clothes dryers or clotheslines shall be used, and they shall be collapsed or retracted when not in use.

L. Except as allowed by any pre-emptive Federal, State or local law, no outside television or radio aerial, dish, tower or antenna, or other aerial, dish, tower or antenna, for reception or transmission, shall be maintained upon any Unit or upon any General or Limited Common Elements without the prior written consent of the Council. To the extent allowed by applicable law, the Council shall have the authority to enforce architectural requirements with respect the placement, screening and the aesthetics of any such permitted antenna structures. It is intended by this sub-section that there be no outside antenna type Structures except as permitted by government law or regulation specifically pre-empting the effect of these private covenants.

M. No exterior lighting on any Unit or Limited Common Element shall be directed outward from the boundaries of the Unit or placed in a manner so as to be or become an annoyance or nuisance to the neighborhood or the other Unit Owners. No items or materials shall be hung on the exterior of the Building(s) or draped from windows over the exterior of the Building(s).

N. Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises; and no musical instruments, radios, televisions, CD players, phonographs, stereos, and amplifiers shall be used in such manner as to disturb other Unit Owners. No broadcast or loudspeaker unit(s) shall be placed outside or be directed to the outside of the Unit so as to be or become an annoyance or nuisance to the neighborhood or the other Unit Owners.

O. Outdoor cooking is strictly prohibited on any of the Common Elements except in such areas as may be designated and subject to such Rules regarding same that may be

adopted by the Board.

Section 5. Use Violations. In the event an Unit Owner violates any use restriction or any Rule with respect to a use restriction, the provisions of the Declaration or these By-Laws, the Developer, the Master Association and/or the Council, through the Board, may levy a fine or fines against such Unit Owner for the violation(s); or, following notice to the Unit Owner and opportunity to cure, the Developer, the Master Association and/or the Board, through its authorized agents, shall have the right to enter upon the Unit and abate the violation in accordance with Article XIII hereof. The Board shall also have the right to enforce compliance by injunction or other legal means as the Board deems appropriate. Any fines imposed or any costs and expenses incurred as a result of abating the violation (including administrative costs and attorneys' fees) may be levied against the Unit and shall be considered an Assessment when so levied; shall be a continuing lien against the Unit when so levied and a personal obligation of said Unit Owner; and shall be collected from the Unit Owner in the same manner as an Assessment as provided in Article IX hereof.

Section 6. Appeal to the Master Association Architectural Committee. In the event an Unit Owner is dissatisfied with the decision of the Council with respect to use restrictions, the Unit Owner may appeal in writing to the Master Association Architectural Committee within thirty (30) days of the action by the Council. The Master Association Architectural Committee shall receive and consider the appeal in accordance with the procedure for appeal set forth in the Master Association's governing documents.

Section 7. Exemptions. The provisions set forth in this Article shall not apply to the Developer or any Builder, their respective successors and assigns, agents, employees, contractors and invitees. Nor shall the provisions of this Article apply to any modification, Structures, proposed Structure or Uses commenced, erected or maintained by any Builder until after completion thereof by the Builder and the conveyance thereof to a Unit Owner; provided, that general Unit and Building architectural designs and general improvement options offered with respect to the newly constructed Units, Buildings and other improvements on the land built by any Builder shall be subject to the prior approval thereof by the Developer.

On any part of the land and on or in any Structure or Unit which has not yet been conveyed to the County or to a Unit Owner, the Developer, any Builder may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs, and special lighting reasonably related to the development, construction and sale of the Units thereon, subject only to the prior approval of the Developer.

The Developer and any Builder shall be entitled to conduct on the land, and on or in any Structure or any Unit, all activities normally associated with and convenient to the development of the land and the development, construction, reconstruction, maintenance, repair, sale and lease of the Units and such activities shall not be construed as offensive or a nuisance hereunder.

ARTICLE XI.
ARCHITECTURAL CONTROL

Section 1. Architectural Committee.

A. There shall be an architectural committee (hereinafter referred to as the "Architectural Committee") for the Condominium. The Architectural Committee shall have a minimum of three (3) members, each of whom shall (notwithstanding the expiration of the period referred to in the provisions of subsection (b) of this Section 1) serve as such until the earlier to occur of:

- (1) his resignation from the Architectural Committee, or
- (2) his replacement pursuant to the following provisions of this Section by the Developer or the Board.

B. The Developer shall have the exclusive right from time to time to designate and replace the members of the Architectural Committee until the later to occur of:

- (1) the expiration of the Development Period, or
- (2) transfer of control of the Board to the Unit Owners.

Notwithstanding the foregoing, at any time prior to the foregoing events, the Developer may delegate architectural review powers and duties to the Council by express written instrument signed by the Developer and recorded among the Land Records of Baltimore County, Maryland.

C. Thereafter, the Board, shall have the right to designate and replace the members of the Architectural Committee who will serve at the pleasure of the Board.

Section 2. Architectural Approval.

A. It is intended by the provisions of these By-Laws, that the Developer shall have sole architectural review and enforcement powers and duties until transfer of control of the Architectural Committee as set forth above. Nothing herein shall prevent the Developer from creating an Advisory Architectural Committee whose members are from the Unit Owners other than the Developer; however such Advisory Architectural Committee shall have non-binding advisory powers only and only the decision of the Developer-appointed Architectural Committee shall be final and binding.

B. No Unit and no Structure as part of a Unit may be modified in a manner that changes the exterior appearance thereof (including (i) exterior painting, (ii) interior painting or modifications that are visible from or affect the exterior of the Unit and (iii) changes to elevation, topography or landscaping)(but excluding (i) exterior repainting in the same color as the existing color, and (ii) interior painting or other interior modifications not visible from or affecting the exterior of the Unit); No Structure as part of or on part of the Unit may be commenced, constructed, erected, placed, maintained or permitted to remain on a Unit, and no Use may be

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commenced or changed on a Unit unless, prior thereto, plans and specifications for and a description of any such Use (hereinafter referred to collectively as "Plans"), have been submitted to and expressly approved in writing by the Architectural Committee.

C. Where necessary for the full consideration of the proposed modification, Structure or Use, the Plans should include (i) a reference to the Unit number and address; (ii) an exterior elevation plan showing the nature, exterior color scheme, kind, shape, height and location of all existing and proposed Structures on the Unit and on the adjoining Units; (iii) a site plan showing the location and size of all existing and proposed Structures, all setbacks, all parking spaces, driveways and sidewalks; (iv) detailed construction plans; (v) description of materials and equipment; (vi) such other information required by the Architectural Committee.

D. The Architectural Committee shall have the absolute right to refuse to accept an application or to withhold acceptance of an application until Plans showing in reasonable detail the nature of the proposed modification, Structure or Use, have been submitted to and accepted for consideration by the Architectural Committee. The Architectural Committee shall have the absolute right to refuse to grant such approval for any aesthetic or other reasonable cause. In considering whether to grant any such approval, the Architectural Committee may consider the suitability of the proposed modification, Structure or Use with relation to the Unit and to the other Units, and may base such consideration upon such, if any, information concerning the nature, kind, shape, height, materials, location and approximate cost of the proposed modification, Structure or Use as is furnished to the Architectural Committee, all to the end that any approved proposed modification, Structure or Use shall be in harmony with, and have no adverse effect upon, its immediate surroundings and the other Units.

E. The application for the proposed modification, Structure or Use shall be in such form and content as the Architectural Committee shall determine. The Architectural Committee may propose to the Board and the Board may adopt and publish (i) Rules regarding the form and content of the Plans and (ii) any statements of policy or Architectural Guidelines as may be appropriate to further the scheme of development and the harmony of design in the Property. Such Rules and Guidelines may be amended or revoked at any time, however, such amendment or revocation shall not affect approvals granted prior thereto. Such Rules and Guidelines shall not be deemed to bind the Architectural Committee to approve or disapprove any Plans or otherwise impinge upon the Architectural Committee's unfettered discretion with respect to architectural control. Notwithstanding the foregoing, prior to the adoption and publication of any such Rules and/or Guidelines, the same shall be submitted to the Master Association Architectural Committee for review and approval.

F. If any Unit Owner submits a written application for a proposed modification, Structure or Use to the Architectural Committee and such application is accepted by the Architectural Committee as to form and content, and the Architectural Committee fails to take action on said application within sixty (60) days of receipt and acceptance of the application as complete, such application and the proposed modification, Structure or Use shall be deemed to have been approved. Notwithstanding any other provisions of this Declaration to the contrary, "action on the application" includes any of the following: oral notification of a denial, written notification of a denial, oral or written approval, oral or written approval with conditions, or return of the application for additional information. In the event of oral or written notification of a denial

or return of the application for additional information, the application shall be considered denied.

G. The affirmative vote of a majority of the members of the Architectural Committee shall be required to take any action; however, during the period of Developer control of the Architectural Committee, the majority may designate one member to act for it.

H. The Architectural Committee shall not be liable to any Unit Owner for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any Plans, or (ii) the construction or performance of any work, whether or not pursuant to approved Plans. Notwithstanding anything contained herein to the contrary, all modifications, Structures and Uses shall be constructed, erected, commenced or maintained only in accordance with applicable laws, regulations and policies of the County or any other governmental body having authority and jurisdiction over the Property.

Section 3. Exemptions. The provisions set forth in this Article shall not apply to any proposed modification, Structures or Uses commenced, erected or maintained by the Developer or a Builder on or as a part of any Unit owned by the Developer or a Builder until after completion of the Dwelling and any improvements thereon and the conveyance by a deed therefor to an end user Unit Owner.

Section 4. Architectural Violations. In the event an Unit Owner fails to obtain architectural approval, or proceeds to effect an architectural modification, Structure or Use that does not conform to the approval granted, or otherwise violates the provision of this Article VIII, following notice to the Unit Owner and opportunity to cure, the Developer, the Master Association and/or the Council, through the Board, may fine the Unit Owner; or, following notice to the Unit Owner and opportunity to cure, the Developer, the Master Association and/or the Board, through its authorized agents, shall have the right to enter wherever the violation exists and abate the violation in accordance with Article XIII hereof. The Board shall also have the right to enforce compliance by injunction or other legal means as the Board deems appropriate. Any fines imposed or any costs and expenses incurred as a result of abating the violation (including administrative costs and attorneys' fees) may be levied against the Unit and shall be considered an Assessment when so levied; shall be a continuing lien against the Unit when so levied and a personal obligation of said Unit Owner; and shall be collected from the Unit Owner in the same manner as an Assessment as provided in Article IX hereof.

Section 5. Appeal to the Master Association. In the event an Unit Owner is dissatisfied with the decision of the Architectural Committee, the Unit Owner may appeal in writing to the Master Association Architectural Committee within thirty (30) days of the decision by the Architectural Committee. The Master Association Architectural Committee shall receive and consider the appeal, hold a hearing and render a written decision in accordance with the procedure for appeal set forth in the Master Association's governing documents. Unless the Unit Owner appeals the decision of the Architectural Committee in accordance with this Section, the decision of the Architectural Committee shall be considered final and binding.

ARTICLE XII.
RULES

Section 1. Board Authority. It is the declared intention of the Council that Rules shall be freely adopted by the Board, and without the requirement of a vote of the entire Council as a requisite to their adoption. Each Rule adopted shall state that the Rule was adopted under the provisions of this Article and Section 11-111 of the Act. All Rules are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these By-Laws. Should any adopted Rules contradict any provisions of the Declaration or these By-Laws, the provisions of the Declaration and these By-Laws shall take precedence. The Rules of the Condominium are attached hereto as Exhibit A and made a part hereof.

Section 2. Proposed Rules. All Rules proposed by the Board or by any committee appointed by the Board to act on its behalf shall be dated as of the date of the meeting at which the Rule was considered, and shall be communicated to the Council in writing within seven (7) days after said meeting date, and shall be published to the Council for hearing and comment from the Unit Owners. The proposed Rule shall also be published to the Master Association and notwithstanding the Board's authority stated herein, shall be subject to the Master Association's prior written approval.

Section 3. Rule Adoption.

A. The Board shall schedule a hearing for comment and adoption of the Rule. Notice of the hearing shall include a copy of the proposed rule, its proposed effective date, the date, time, location, and agenda of the hearing, and shall be communicated by the Board to the Unit Owners and the Master Association at least fifteen (15) days prior to the meeting date.

B. A quorum of the Board shall be in attendance at the hearing; if a quorum is not present, a new hearing shall be scheduled within seven (7) days.

C. A member of the Board shall preside over any hearings so convened and shall limit discussion to the parameters of the published agenda. Any Unit Owner may appear and speak at these hearings, or provide comment by written statement.

D. After comment is held on the proposed Rule at the hearing, the Board shall vote on its passage. A majority vote of those members of the Board present and voting is required to adopt the Rule.

E. Any Rule adopted by the Board will be considered enacted unless (i) disapproved by the Master Association, or (ii) within fifteen (15) days after the Board vote, a petition calling for a special meeting is filed with the Board. The petition must be signed by at least fifteen percent (15%) of the Unit Owners in good standing as then constituted. Following the filing of a petition, the Board shall schedule a special meeting of the Council, to be held within thirty (30) days after the Board's receipt of the petition. Written notice of the meeting must be given to each Unit Owner at least fifteen (15) days prior to the special meeting date.

F. A quorum of the Unit Owners must be in attendance at the special meeting. If a

quorum is not present, the Rule will be considered final. If a quorum is present, and fifty percent (50%) of the Unit Owners present and voting disapprove the Rule, the Rule will be considered void; provided that those Unit Owners voting to disapprove represent at least thirty-three percent (33%) of the total votes of the Unit Owners.

Section 4. Right of Appeal.

A. Each Unit Owner shall have a right to appeal to the Board for an individual exception to any Rule adopted by the Board.

B. The appeal period shall begin on the effective date of the Rule, and shall run for a period of thirty (30) days.

C. No appeals shall be considered, except by permission of the Board, if filed after the expiration of the appeal period.

D. All appeals shall be in writing, shall be signed and dated by the Unit Owner or the Unit Owners making such appeal, and shall be delivered to the Council. The Board shall forward all such appeals to the Master Association for review and approval. The Board shall consider all appeals and shall render a decision on the appeal within sixty (60) days. Said decision shall be in writing, and shall be addressed to the Unit Owner or Unit Owners making the appeal. If the Board shall deny an individual exception, there shall be no requirement of publication as to the denial.

E. If the Board shall grant an individual exception to an adopted Rule, the Board shall publish, or communicate in a reasonable manner, an explanation of the reasons for granting the exception to the Unit Owners and to the Master Association.

Section 5. Effect of Rules. Said Rules, upon proper adoption under the above procedures, shall be enforceable and may be enforced in the same manner as all other provisions of these By-Laws.

**ARTICLE XIII.
RIGHT OF ENTRY TO ABATE VIOLATIONS**

Section 1. Right of Entry. Each Unit Owner shall and does hereby grant a right of entry to the Developer, the Council through the Board or the Board's authorized agents (i) in case of any emergency originating in, or threatening his Unit or the Common Elements (ii) for the purpose of repairing and maintaining said Unit as provided in Article XIII hereof, or (iii) for the purpose of abating an architectural, use or Rules violation, whether the Unit Owner is present at the time or not. In addition, each Unit Owner shall and does hereby grant right of entry to any person authorized by the Board to provide extermination or other services or repairs necessary to (i) maintain the Condominium, including the Units, in a clean and sanitary condition or (ii) effect cost savings measures for the benefit of the Condominium, including the Units. Except in the event of an emergency, the Board shall provide reasonable notice to Unit Owner(s) prior to exercising such right of entry. Exercise of the right of entry shall not be a trespass by the

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Developer, the Council, the Board, the Management Agent, or their authorized agents, contractors and/or employees. Any cost and expense incurred in the exercise of such entry and abatement of the violation (including administrative costs and attorneys fees) may be levied against the Unit and shall be considered an Assessment when so levied; shall be a continuing lien against the Unit when so levied and a personal obligation of said Unit Owner; and may be collected from the Unit Owner in the same manner as an Assessment as provided in Article IX hereof.

Section 2. Master Association's Right of Entry. The Master Association has (and is intended to have) the right of entry and the right to abate violations with respect to the Condominium's property. In the event of a violation by a Unit Owner, and the failure of the Council to enforce the covenants with respect thereto, the Master Association may, upon ten (10) days' prior written notice to the Council and the Unit Owner (unless, in the discretion of the Master Association's Board of Directors, an emergency necessitates a shorter period of time), exercise the right of entry and the right to abate the violation in accordance with the Council's governing documents as though the Master Association were Council. Any cost and expense incurred in the exercise of such entry and abatement of the violation (including administrative costs and attorneys fees) may be levied against the Unit and shall be considered an Assessment when so levied; shall be a continuing lien against the Unit when so levied and a personal obligation of said Unit Owner; and may be collected from the Unit Owner by the Master Association in the same manner as an Assessment as provided in Article IX of these By-Laws as if the Master Association were the Council. Any cost or expense not recovered from the Unit Owner with respect to such enforcement shall be an expense of the Master Association and may be assessed in the Annual or in a Special Assessment provided for in the Master Association Declaration.

ARTICLE XIV. INSURANCE

Section 1. Insurance.

A. The Council, shall obtain and maintain to the extent reasonably available, the following insurance policies and coverage, and shall pay the premiums therefor as an item of Common Expense:

(1) Property insurance on the Common Elements and Units, exclusive of improvements and betterments installed in Units by Unit Owners, insuring against all risks of direct physical loss commonly insured against including extended coverage, vandalism and malicious mischief. The total amount of insurance may not be less than the full replacement cost of all insurable improvements and all Council assets within the Condominium without deduction for depreciation but less a deductible amount determined by the Board, provided the total insurance after application of deductibles will not be less than eighty percent (80%) of the full replacement cost of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from such policies; and

(2) Comprehensive public liability insurance, including medical payments insurance, in an amount determined by the Board but not less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements or any Council assets.

B. The Council may carry any other insurance it deems appropriate to protect the Council and/or the Unit Owners.

C. Each such insurance policy shall:

(1) Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of his/her ownership of an undivided interest in the Common Elements or membership in the Council;

(2) Provide that the insurer waives its right to subrogation under the policy against any Unit Owner or members of his/her household;

(3) Provide that an act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Council of Unit Owners, does not void the policy and is not a condition to recovery under the policy; and

(4) Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.

(5) Conform in all other respects to the requirements for insurance under the Act, except as may be specifically set forth elsewhere in these By-Laws.

D. Any loss covered by the property policy under subsection (a)(1) shall be adjusted with the Council, but the insurance proceeds for that loss shall be payable to any insurance Trustee designated for the purpose, or otherwise to the Council, and not to any Unit Owner or to any lien holder. The insurance Trustee or the Council shall hold any insurance proceeds in trust for Unit Owners and lien holders as their interest may appear. Subject to the provisions of Article XV, Section 1, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the Condominium is terminated.

E. An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Council and, upon request, to any Unit Owner, Mortgagee, or beneficiary under a Deed of Trust. The insurance may not be canceled until thirty (30) days after the notice of the proposed cancellation has been mailed to the Council of Unit Owners, each Unit Owner and each Mortgagee to whom certificates of insurance have been issued.

F. An insurance policy issued to the Council does not prevent a Unit Owner from obtaining insurance for his own benefit. It is recommended that each Unit Owner should obtain his own insurance policy on his Unit in the HO-6 form with an "improvements and betterments", "alterations and additions" or similar endorsement. NOTICE IS HEREBY GIVEN BY THE DEVELOPER THAT THE CONDOMINIUM INSURANCE POLICIES REFERRED TO HEREIN DO NOT INSURE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, BETTERMENTS OR MODIFICATIONS TO ANY UNIT AS SOLD BY THE DEVELOPER.

**ARTICLE XV.
CASUALTY DAMAGE**

Section 1. Use of Insurance Proceeds.

A. Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Council unless:

- (1) The Condominium is terminated;
- (2) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or

(3) Eighty percent (80%) of the Unit Owners, including every Owner of an Unit or an assigned Limited Common Element which will not be rebuilt, vote not to rebuild.

B. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

C. If the damaged or destroyed portion of Condominium is not repaired or replaced:

(1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

(2) The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned; and

(3) The remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their Percentage Interests.

D. If the Unit Owners vote not to rebuild any Unit, that Unit's Percentage Interest, votes in the Council, and Common Expense liability shall be automatically reallocated upon the vote as if the Unit had been condemned and the provisions of the Declaration shall govern, and the Council promptly shall prepare, execute, and record an amendment to the Declaration

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reflecting the re-allocations. If, as a result of any repair or reconstruction, any change is made in the location of the boundaries of any Unit or Common Elements, the Council shall record an Amendment to the Condominium Plat and to the Declaration as may be appropriate to conform to the location of the change, and to adjust the Percentage Interest and Common Expense liability associated with such change, if any, and the Council shall hold a power of attorney from each Unit Owner and Mortgagee for such purpose. Notwithstanding the provisions of this subsection, the Act governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE XVI. FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year and end on the 31st day of December, except that the first year of the Council shall begin on the date of the recording of the Declaration. The commencement date of the fiscal year herein established shall be subject to change by the Board in its discretion.

Section 2. Books and Accounts. Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed account, in chronological order, of the receipts and expenditures affecting the Condominium and its administration and shall specify the maintenance and repair expenses of the Common Elements and services and any other expenses incurred. The amount of any assessment required for payment on any capital expenditures of the Council shall be credited upon the books of the Council to the "Paid-in-Surplus" account as a capital contribution by the Unit Owners.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Condominium shall be audited and if such audit is by an independent Certified Public Accountant, his report shall be prepared, and may be certified, in accordance with generally accepted auditing standards. Based upon such audit or report, the Council shall furnish the Unit Owners with an annual financial statement, including the income and disbursements of the Council.

Section 4. Inspection of Books. The books and accounts of the Council and vouchers accrediting the entries made thereupon, shall be available for examination by the Unit Owners and/or their duly authorized agents, attorneys and Mortgagees, during normal business hours, after reasonable written notice of a request for inspection is delivered personally or by mail (first class, postage prepaid) to the Council. The Board may adopt reasonable Rules relating to inspections and copying of the books and records of the Council.

ARTICLE XVII. AMENDMENTS

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing sixty-six and two-thirds percent (66-2/3%) of the total votes of the Unit Owners in good standing, as then constituted, at any regular meeting or special meeting of the Council duly called for such purpose in accordance with the provisions of the Act.

Amendments may be proposed by the Board or by a Petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Unit Owners in good standing, as then constituted. A description of the proposed amendment shall accompany the notice of the regular or special meeting at which such proposed amendment is to be voted upon, and said notice shall also be sent to Eligible Mortgagees. Any amendment adopted by the Council shall be effective only upon recordation among the Land Records of Baltimore County, Maryland. The recorded amendment shall set out the Sections of these By-Laws being amended and the applicable provisions of the Act. The provisions of this Article are further subject to the rights of the Developer and the Eligible Mortgages as set forth in the Declaration.

ARTICLE XVIII. NOTICES

Section 1. Duty to Provide Information to Council. Immediately upon becoming a Unit Owner, such Unit Owner shall give the Council the following information about the Unit Owner: (i) full name(s); (ii) number and address of Unit; (iii) mailing addresses of all record Unit Owners; (iv) the name of the Unit Owner who is designated to vote if the Unit is owned by multiple record Owners (optional); (v) name and mailing address of Mortgagees, if any (optional) and (v) a signed copy of the deed with the recording references noted thereon (optional). Immediately upon becoming a Mortgagee of a Unit in the Condominium, such Mortgagee shall give the Council the following information about the Mortgagee: (i) full name(s); (ii) number and address of Unit; (iii) mailing address; (iv) a signed copy of the deed or instrument by which it acquired such status, with the recording references noted thereon. Any change in the information required above shall be made promptly.

Section 2. Failure to Provide Information to Council. Any Unit Owner who fails to furnish the Council with the information required in (i) through (iii) above or Mortgagee who fails to furnish the Council with the information required in (i) through (v) above shall not be considered an Eligible Unit Owner or Eligible Mortgagee and shall not have the right under the Declaration, these By-Laws or any other documents of the Condominium to be given Notice by the Council or the Board; or to cast any Vote (unless otherwise permitted by the Council); or to otherwise be recognized as such by the Council or the Board or any agent or employee thereof.

Section 3. Maintenance of Roster by Council. The Council shall maintain on a current basis a Roster of Unit Owners and Mortgagees showing for each Unit, all information about its Unit Owner and Mortgagees, and any Voter therefor, given to the Council pursuant to this Article. Unless and until the Council receives notice otherwise, the Council, any Unit Owner and any Mortgagee shall have the right to rely on the information contained in the Roster for purposes of determining to whom Notice is to be given, by whom a Vote may be cast, and any other action to be taken by the Council, the Unit Owner or the Mortgagee.

Section 4. Notices. Any notice required to be given hereunder by the Council ("Notice"), shall be deemed to be duly given the business day the Notice is delivered or the business day following the day such Notice shall be deposited in the United States mail if delivery is by first-class postage prepaid, registered or certified mail, addressed (i) if to an Unit Owner (other than the Developer), to the address of such Unit Owner as it appears on the Unit Owners' roster; (ii) if to a Mortgagee, to the address furnished to the Council for such Mortgagee, and in the absence of any address for such Mortgagee then to the last known address, if any, or in care of the Unit Owner. Nothing herein contained shall preclude the personal service of

any Notice in the manner prescribed for personal service of a summons or other legal process, nor shall anything contained herein be construed to alter the required method for service under any applicable Federal, State, County or local law.

ARTICLE XIX.
COMPLIANCE-INTERPRETATION-MISCELLANEOUS

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of the Act and all applicable State and local laws and ordinances notwithstanding anything in these By-Laws to the contrary, whether expressed or implied.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the Act. In the event of any conflict between these By-Laws and the Declaration, the provision of the Declaration shall control; in the event of any conflict between the By-Laws and the applicable Sections of the Act, the provisions of the Act control.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

Section 5. Captions. The captions and table of contents contained in these By-Laws are for convenience and ease of use only, and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Gender, Etc. Whenever in these By-Laws the context so required, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

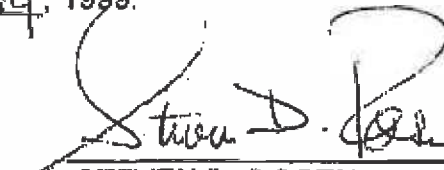
SECRETARY'S CERTIFICATION

I, STEVEN D. ROSEN, DO HEREBY CERTIFY:

1. That I am the duly elected and acting Secretary of THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC. (the "Corporation"), and;

2. That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted by the Board of Directors thereof on the 18th day of February, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 18th day of February, 1999.


STEVEN D. ROSEN (SEAL)
Secretary

IN WITNESS WHEREOF, the Declarant, Perry-Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc., have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES LP
BY: JTL CORPORATION, GP

Kathy Auwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Maire E. Cecil

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

I hereby affirm under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article, if applicable, have been fulfilled.

ATTEST:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy Auwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

NVR HOMES, INC.

Maire E. Cecil

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

Tennessee
STATE OF MARYLAND
COUNTY OF *Hamilton*, TO WIT:

On this *18th* day of *February*, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy J. Escham
NOTARY PUBLIC

My Commission Expires: *6/9/01*

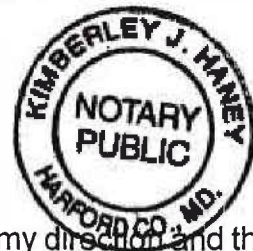
STATE OF MARYLAND
COUNTY OF *HARFORD*, TO WIT:

On this *30* day of *FEB*, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: *5/8/01*



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR TIMORE COUNTY COMMENTS
Beth Woodland
COUNTY SOLICITOR
Order: MWR3BKX
Address: 13 Brook Farm Ct U
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

EXHIBIT A**THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.****HOUSE RULES**

1. All common sidewalks, entrances, passages, courts and open spaces of the Condominium shall not be obstructed or used for any purpose other than ingress to and egress from Units in the Building.
2. Each Owner shall keep his Unit and any other space to which he has sole access in a good state of preservation and cleanliness, and shall not sweep, throw or permit any dirt or other substance to be swept or thrown therefrom or from the doors or windows thereof.
3. No apparatus, projections, appurtenances or the like (other than those originally installed by the developer) shall be attached to the Common Elements or the exterior of the Building without the prior written architectural approval as provided in the By-Laws.
4. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the local Board of Fire Underwriters and the public authorities having jurisdiction, and each Unit Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Unit. All utility services furnished to or used in the Unit shall be for residential purposes only.
5. Toilets and other water apparatus in any Unit shall not be used for any purposes other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into same. Any damage to the Common Elements resulting from misuse of any toilets or other apparatus in a Unit shall be repaired and paid for by the Unit Owner or other occupant of such Unit.
6. No Unit Owner or other occupant shall send any employee or contractor of the Condominium inside or outside of any Unit, any Building or the Condominium on any private business.
7. The agents of the Condominium, and any contractor or workman authorized by the Condominium, may enter any Unit or Building (after reasonable notice to the Owner thereof) at any reasonable hour of the day for the purpose of inspecting such Unit or Building for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
8. No vehicle belonging to an Owner or other occupant shall be parked in such manner as to impede or prevent access to any entrance or exit by another vehicle. Automobiles shall only be washed in areas designated by the Board of Directors.
9. Clothes and other articles shall not be dried or aired on or from any patio, balcony, railing or from other portion of the exterior Common Elements of the Building.
10. All Owners and other occupants shall observe Baltimore County trash and recycling procedures

No bulk items, such as mattresses, old furniture and equipment shall be placed out for the trash pick up. No material of an explosive nature (hazardous waste) shall be placed out for trash pick up. Unit Owners or occupants shall be responsible for the disposal of bulk items and hazardous waste

11. No Owner or other occupant shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. Charcoal grills or other fuel burning apparatus are not to be used on decks or porches except as permitted by applicable local law or ordinance.

These Rules are in addition to, and not in lieu of, the restrictions set forth in the Declaration and the By-Laws and these Rules may be amended from time to time in accordance with the By-Laws and the Maryland Condominium Act.

EXHIBIT B**THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.****ARCHITECTURAL APPLICATION**
SYNOPSIS OF THE PROCESS

The Architectural Committee has formulated the enclosed application process for architectural requests. This application process is important to any changes you may wish to make to your unit or the Limited Common Elements appurtenant to your Unit. The following synopsis might help clarify how the process works.

- ~ **Who receives the application?** The Management Company.
- ~ **How do I get an application?** An application may be obtained from the Management Company.
- ~ **What do I do with the application after it has been completed?** Mail or hand deliver the application to the Management Company.
- ~ **Should I complete all portions of the application?** Yes, incomplete or blank portions of the application may cause delay or denial.
- ~ **How long will it take for a decision to be made once the application is received by the Committee?** In accordance with the Condominium documents, the Committee has 60 days to review the application and make a decision. **Please note: No exterior alteration should be made until you have received approval of your application by the Committee.**
- ~ **Who should I call if I have any questions about any of the procedures?** You can call the Management Company.

The following checklist will serve as a guide when you process your application:

I HAVE

- _____ read the Condominium documents pertaining to the proposed alteration.
- _____ attached a copy of my survey with the proposed alterations sketched on it.
- _____ attached any other required sketches drawings, color samples materials, etc.
- _____ signed the application.
- _____ completed the application in its entirety.

THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
ARCHITECTURAL APPLICATION
IMPORTANT INFORMATION

The Condominium documents are a set of legal documents which are part of your deed of ownership and "run with the land" (i.e., transfer to future owners). This binding contract assures minimum standards for land use, architectural design and property maintenance. The Declaration and By-Laws provide for your membership in the Council of Unit Owners, as well as for the operation of the Condominium, the Architectural Committee, and the architectural review process.

If you proceed with an alteration before obtaining written approval, you do so at your own risk and your property would be in violation of the Condominium documents. You would then face the cost of removing or modifying the alteration to comply with the Architectural Committee's decision should your application not meet requirements. In considering the application, the Committee will not be influenced for or against the application if work is commenced prior to approval. However, for the reasons stated above, residents are strongly urged not to undertake construction in advance.

If you have a complaint about an approved or unapproved alteration of a neighbors property, please contact the Condominium at the above address.

Once the application has been approved, work must commence within six (6) months, or the approval is void and an application must be re-submitted and re-approved. Unless otherwise agreed in writing, all work should finish within sixty (60) days or the project will be considered abandoned and the Association may take appropriate measures to clean up the property in accordance with the Declaration.

EXTERIOR ALTERATION APPLICATION

Please mail to:

**P.O. Box 767
Bel Air, Maryland 21014**

From: (Please print or type)

Name: _____

Address: _____

Phone Number: _____

Unit Number: _____

Description of Changes Desired: Give full details of purpose and/or reason, type and color of materials to be used, and location on the property:

If the change is for a change in paint color, attach a sample and model number of the paint or stain color. If the change is for a structural change, ground planting, fencing, rearrangement, etc., attach a sketch or architectural plan, etc.

Acknowledgment of Adjacent Property Owners

This acknowledgment indicates an awareness of the intent of the applicant to make an exterior change and does not constitute nor indicate approval or disapproval.

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

EXTERIOR ALTERATION APPLICATION, page 2

NOTES:

1. An application will be processed by the Architectural Committee, provided (1) the application indicates that the proposed change will strictly conform to the Condominium documents and (2) the applicant expressly agrees to make the alterations in strict conformance therewith.
2. Submit an fully completed application to the address noted herein. When plans are required, they must be submitted with the application.
3. Rental unit residents may only submit an application through the property owner.
4. At the meeting of the Architectural Committee, all comments with respect to architectural concerns will be heard, and, in general, a decision will be rendered at that time.
5. Formal response usually follows within thirty (30) to sixty (60) days of receipt of application. If the Architectural Committee requests additional information, the review period begins once again.
6. If an applicant disagrees with the decision, he has the right to request review by the Master Association's Board of Directors, which request must be made within thirty (30) days of the decision by the Architectural Committee.
7. No alterations to land or buildings in accordance with these plans shall violate the Condominium documents nor any of the Building and Zoning Codes of Baltimore County, to which the above property is subject. Further, the approval of this Application shall not be construed as a waiver or modification of any covenants of the Condominium documents or any governmental restrictions.
8. Baltimore County law may require that you file plans with the County and obtain a building permit from Baltimore County. Approval of this application is contingent upon obtaining such any governmental permit(s) where required.

_____ I understand and agree that no work on this request shall commence until written approval of the Architectural Committee has been received by me.

_____ I understand this application usually takes between thirty (30) and sixty (60) days for complete review.

_____ I have read and understand the Condominium documents in regard to architectural control.

Owner's Signature(s) _____

Date: _____

Date: _____

EXTERIOR ALTERATION APPLICATION, page 3

INSTRUCTIONS TO APPLICANT

Log # _____

Draw a simple sketch or include clipping or pictures in space below. Please limit attachments to 8 1/2 x 11, or, if larger submit in duplicate. Show location of item on the property by a sketch or by a copy of your plot plan given to you by your builder.

Date: _____

This application may be xeroxed for multiple applications.

REVIEW CRITERIA 0013552 313

The Architectural Committee evaluates all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the housing type and the individual site, since what may be an acceptable design of an exterior in one instance may not be for another. Design decisions made by the Architectural Committee in reviewing applications are not based on personal opinion or taste. Judgments of acceptable design are based on the following criteria which represent in more specific terms the general standards of the Condominium documents.

RELATION TO THE NATURAL ENVIRONMENT. Fencing in particular can have damaging effects on the feeling of open space. Other factors such as removal of trees, disruption of the natural topography and changes in rate or direction of storm water run-off also adversely affect the natural environment.

CONFORMANCE WITH DECLARATION. All applications are reviewed to confirm that the project is in conformance with the Condominium documents.

VALIDITY OF CONCEPT. The basic idea must be sound and appropriate to its surroundings.

DESIGN COMPATIBILITY. The proposed improvement must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

LOCATION AND IMPACT ON NEIGHBORS. The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. When a proposed alteration has possible impact on adjacent properties, it is suggested that the applicant discuss the proposal with neighbors prior to making application. It may be appropriate in some cases to submit neighbor comments along with the application.

SCALE. The size (in three dimensions) of the proposed alteration should relate well to adjacent structures and its surrounding. For example, a large addition to a small house may be inappropriate.

COLOR. Color may be used to soften or intensify visual impact. Parts of the addition that are similar to the existing house such as roofs and trim should be matching in color.

MATERIALS. Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house. For instance, vertical wood siding on the original house should be reflected in an addition. On the other hand, an addition with wood siding may be compatible with a brick house.

WORKMANSHIP. Workmanship is another standard which is applied to all exterior alterations. The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards. The Association assumes no responsibility for the safety of new construction by virtue of design or workmanship.

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)

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

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, and TOTAL DUE.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other, and 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: CYNTHIA K. HITT, ESQUIRE
Address: WATERMARK PRESS BLDG 3600 CRONDALL LANE, STE 103 OWINGS MILLS, MARYLAND 21117 Phone: (410)363-9600

11 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).

TRANSFER TAX NOT REQUIRED
DATE OF DEED AND INSTRUMENT
BALTIMORE COUNTY FINANCE AND
Per Eric S. Spherber
Author: Eric S. Spherber
Date: 2/25/20
Since 08-10-2019

Since Reserved for County Validator

Table with columns: Transfer Number, Date Received, Deed Reference, Assigned Property No., Sub, Map, Plat, Lot, Block, Use, Parcel, Section, Dist. Cd., Town Cd., Ex. St., Ex. Cd.

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Hold for resale
Hold for Docs

0021283 627

**AMENDMENT TO THE BY-LAWS OF
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.**

(INSURANCE DEDUCTIBLE, QUORUM, LEASING, ATTORNEY'S FEES)

WHEREAS, The Garden Condominium at Perry Hall Farms, Inc. (hereinafter the "Condominium") is a duly created condominium by virtue of the recordation of its Declaration and By-Laws (the "By-Laws") in the Land Records of Baltimore County, Liber 13552, Folio 237 *et seq.*; and

WHEREAS, the Council of Unit Owners (the "Council") has determined it is necessary to amend the By-Laws pertaining to insurance deductibles, quorum, leasing and attorney's fees; and

WHEREAS, pursuant to Article XVII, Section 1 of the By-Laws, the By-Laws may be amended by the affirmative vote of Unit Owners representing sixty-six and two thirds percent (66-2/3) of the total votes of Unit Owners in good standing at any meeting of the Council duly called for such purposes in accordance with the provisions of the Act; and

WHEREAS, the affirmative vote of Unit Owners representing sixty-six and two thirds percent (66-2/3) of the total votes of the Condominium have approved this Amendment.

NOW THEREFORE, the By-Laws of The Garden Condominium at Perry Hall Farms, Inc., are hereby amended as follows:

A. Article IV, Section 4 shall be deleted in its entirety and replaced with the following provisions:

AFTER RECORDING RETURN TO:
FOUNTAINHEAD TITLE GROUP - MATS DIV.
10025 GOVERNOR WARFIELD PARKWAY
SUITE 400, ONE COLUMBIA CENTER
COLUMBIA, MD 21044

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

Handwritten initials or mark.

Section 4. Notice of Meetings.

A. It shall be the duty of the Secretary or his agent to deliver or mail (first class, postage pre-paid) a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner, at his address as it appears in the Roster of Unit Owners of the Condominium on the date of the notice, or if no such address appears, at his last known address. Notice shall be delivered or mailed not less than ten (10) nor more than ninety (90) days prior to such meeting, unless the Act provides for a shorter period of time, in which case the Act will control. Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by such Unit Owner of the time, place and purpose of such meeting. Each Unit Owner shall furnish the Council with his name and current address. A Unit Owner is not entitled to notice of meetings and may not vote at meetings of the Council unless such information is furnished.

(B) The notice shall also state that if the number of persons present in person or by proxy at a properly called meeting of the Council is insufficient to constitute a quorum, another meeting of the Council may be called for the same purpose if:

(1) The notice of the meeting stated that the procedure authorized by the Section might be invoked; and

(2) By majority vote, the Unit Owners present in person or by proxy call for the additional meeting.

(C) At least fifteen (15) days notice of the time, place and purpose of the additional meeting shall be delivered or mailed to each Unit Owner at the address shown on the Roster of Unit Owners as set forth in these By-Laws. The notice shall contain the quorum and voting provisions set forth below:

(1) At the additional meeting, those Unit Owners present in person or by proxy constitute a quorum.

(2) A majority of the Unit Owners present in person or by proxy :

(a) May approve or authorize the proposed action at the additional meeting; and

(b) May take any other action that could have been taken at the original meeting if a sufficient number of Unit Owners had been present.

(D) This Section may not be construed to affect the percentage of votes required to amend the Declaration or By-Laws or to take any other action required to be taken by a specified percentage of votes.

B. Article IV, Section 5 shall be deleted in its entirety and replaced with the following provision:

Section 5. Quorum. A quorum is deemed present throughout any meeting of the Council if persons entitled to cast twenty-five percent (25%) (or such lesser percentage as may be provided by the Maryland Condominium Act) of the total authorized votes are present in person or by proxy at the beginning of the meeting.

C. Article X, Section 2 shall be deleted in its entirety.

D. Article X, Section 5 shall be deleted in its entirety and replaced with the following provision:

Section 5. Use Violations. In the event a Unit Owner violates any use restriction or any Rule with respect to a use restriction, the provisions of the Declaration or these By-Laws, the Master Association and/or the Council, through the Board, may levy a fine or fines against such Unit Owner for the violation(s); or, following notice to the Unit Owner and opportunity to cure, the Master Association and/or the Board, through its authorized agents, shall have the right to enter upon the Unit and abate the violation in accordance with Article XIII hereof. The Board shall also have the right to enforce compliance by injunction or other legal means as the Board deems appropriate. In any legal proceeding instituted by the Master Association, the Council or an Owner or arising out of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of such proceeding and all attorney's fees actually incurred. In the event that a legal proceeding was not filed against an Owner, but attorney's fees were nonetheless incurred in enforcing these By-Laws, the Declaration or the duly enacted Rules and Regulations against an Owner, the Council may assess all such attorney's fees against the Owner and thereafter said fees shall constitute a lien against that Owner's Unit and be collectible in the same manner as an assessment.

E. Article XI, Section 2(F) shall be deleted in its entirety and replaced with the following provision:

F. In the event the Architectural Committee fails to approve or disapprove a written application for a proposed modification, Structure or Use within sixty (60) days of receipt of said written application, the request is automatically disapproved. However, if so desired by the requesting Unit Owner, the proposed modification, Structure or Use application shall be deemed to be resubmitted on the 61st day after the original application.

F. Article XIV, Section 1(F) shall be deleted in its entirety and replaced with the following provision:

F. **Unit Owner Policies.** Each Owner shall, at his or her own expense, obtain additional insurance ("Owner's Individual Insurance") respecting his or her Unit as contemplated under Section 11-114 of the Maryland Condominium Act and these Bylaws. Owner's Individual Insurance coverage on Residential Units shall be written on a condominium Unit Owner's policy form, and must include personal liability coverage with limits as determined by the Board of Directors, from time to time. Said limit shall be combined single limit bodily injury and property damage. Such policy or an endorsement or rider to such policy shall include, if available, "Building Coverage" or its equivalent to cover damage which is less than the amount of any deductible under the Condominium's master property damage insurance coverage or to cover any portion thereof for which the owner may be liable. A Tenant who is renting or leasing a Unit shall provide general liability renter's insurance in the same amounts and with the same terms as that required for Owner's Individual Insurance. The Board may, from time to time, adopt rules which set additional or greater requirements for Owner's Individual Insurance coverage, including the minimum amount of Building Coverage and Liability Coverage to be included and the maximum amount of the permissible deductible. The Condominium shall be named as an additional insured on each Owner's Individual Insurance policy as to Building Coverage and the Condominium, the Board and the Managing Agent shall be named as an additional insured as to Liability Coverage, and shall receive a minimum notice of cancellation or non-renewal of thirty (30) days. No Owner shall be entitled to exercise his or her right to maintain insurance coverage in any manner which would decrease the amount which the Board, on behalf of all the Owners, will realize under any insurance policy which the Board may have in force on the Condominium at any particular time. **NOTICE IS HEREBY GIVEN THAT THE CONDOMINIUM INSURANCE POLICIES REFERRED TO HEREIN DO NOT INSURE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, BETTERMENTS OR MODIFICATIONS TO ANY UNIT.**

H. By adding a new Article XX at the end of the existing By-Laws:

ARTICLE XX
INSURANCE: INSURANCE DEDUCTIBLE, SUBROGATION, UNINSURED
LOSS AND PAYMENT OF PROCEEDS

Section 1. **Insured Loss.** In the event of an insured loss to a Unit or common element under the Association's master casualty insurance policy, if the loss is caused by anything in a Unit or anything deemed to be a part of the Unit, the Owner of said unit shall bear the responsibility for all costs, including the insurance deductible, up to the amount of one thousand dollars (\$1,000.00) or such greater amount as may be permitted from time to time by the Act, without regard to the negligence of the Unit owner or his or her tenant, guest or invitee. In the event there are contributing sources to the damage, all costs, including the payment of the insurance deductible, shall be apportioned as determined by the Board of Directors, in its sole discretion. The amount

of the insurance deductible owed by a Unit owner shall be charged as an Assessment and may be collected in the same manner as an Assessment in accordance with Section 11-110 of the Maryland Condominium Act. The amount of the insurance deductible which exceeds \$1,000.00, or such greater amount as may be permitted by the Act, is the responsibility of the Council and is a common expense. Further, if the loss originates from the common elements, the insurance deductible shall be paid by the Council as a common expense. If the amount of damage does not meet the deductible, no claim shall be filed against the master casualty insurance policy.

Section 2. Subrogation. In the event that the Council is required to pay a deductible amount in excess of the \$1,000.00, (or such greater amount as may be permitted by the Act) paid by the Unit owner for a loss the cause of which originated in the Unit, the Council shall be entitled to subrogate against said Unit owner, his tenants, guests or invitees for the full amount paid by the Council plus costs and all attorney's fees actually incurred if the Board of Directors determines, in its sole discretion, that the Unit owner or his tenants, guests or invitees was negligent and caused the damage.

Section 3. Uninsured Loss. In the event of an uninsured loss, if the loss is caused by anything in a Unit or for which the Unit Owner has the maintenance, repair or replacement responsibility, the Owner of said Unit shall bear the responsibility for all damages and costs associated with such loss, including repairs to the Unit, other Units and the common elements and all costs and attorney's fees actually incurred, the aggregate of which shall become an assessment and a lien against the Unit and collectible in the same manner as an assessment.

Section 4. Payment of Proceeds. There shall be no insurance trustee. All proceeds of physical damage insurance policies purchases by the Board of Directors for the benefit of the Association shall be paid to the Board of Directors. The Board shall disburse such funds as it determines appropriate.

IN WITNESS THEREOF, on this 27 day of October, 2004, the Council of Unit Owners on behalf of The Garden Condominium at Perry Hall Farms, Inc. executed the foregoing Amendment to the By-Laws of The Garden Condominium at Perry Hall Farms, Inc.

The Garden Condominium at Perry Hall Farms, Inc.

President

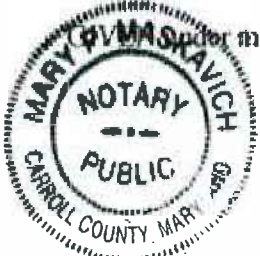
By: *Ralph J. B. [Signature]*

Secretary

By: *[Signature]*

STATE OF MARYLAND
COUNTY OF

I, Mary P. Maskevich, a Notary Public in and for the State of Maryland, do hereby certify that Ralphac Clark known to me (or satisfactorily proven) to be the person named as the President of The Garden Condominium at Perry Hall Farms, Inc. personally appeared before me in the above-referenced jurisdiction, and as President, and by virtue of the authority vested in him/her, acknowledge that the Amendment to the By-Laws to be the Act and Deed of the Council of Unit Owners of The Garden Condominium at Perry Hall Farms, Inc..



for my and seal this 29 day of October 2004.

Mary P. Maskevich
Notary Public

My Commission expires: 11/2008

CERTIFICATE OF THE SECRETARY OF
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.

(INSURANCE DEDUCTIBLE, QUORUM, LEASING, ATTORNEY'S FEES)

I hereby certify that on the 27 day of October, 2004, that I was acting Secretary of The Garden Condominium at Perry Hall Farms, Inc. at the meeting of the Condominium at which the aforesaid Amendment was approved, and that I was the person authorized pursuant to the Condominium's By-Laws to count the votes at said meeting. I further certify that said approval was by Unit owners having the percentage of votes required by the By-Laws, that the required written notice of the same was mailed to all Unit owners and that accordingly, the aforesaid Amendment shall be effective.

ATTEST:

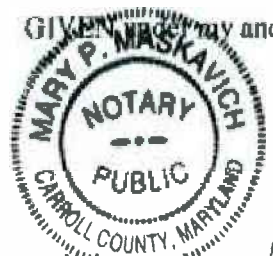
BY: Reginald J. Berto
President

BY: Kit Major
Secretary

STATE OF MARYLAND
COUNTY OF Carroll

I, Mary P. Maskavich a Notary Public in and for the State of Maryland, do hereby certify that Kit Major known to me (or satisfactorily proven) to be the person named as the Secretary of The Garden Condominium at Perry Hall Farms, Inc. personally appeared before me in the above-referenced jurisdiction, and as Secretary, and by virtue of the authority vested in him/her, acknowledge the Amendment to the By-Laws to be the Act and Deed of the Council of Unit Owners of The Garden Condominium at Perry Hall Farms, Inc.

GIVEN my hand and seal this 29 day of October 2004.



Mary P. Maskavich
Notary Public

My Commission expires: 1/1/2008

**BY-LAWS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

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**BY-LAWS
OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

**ARTICLE I.
NAME AND LOCATION**

Section 1. Name and Location. The name of this Corporation is PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Master Association" or the "Corporation.") The principal place of business and mailing address of the Corporation is c/o Residential Realty Group, Inc., 3600 Crondall Lane, Suite 103, Owings Mills, Maryland 21117. Said principal office may be changed by the Board of Directors at any time and from time to time. The Corporation is a non-profit, non-stock corporation organized under the laws of the State of Maryland. The Corporation may have such other offices within or without the State of Maryland as the Board of Directors or the Members may from time to time designate. This Corporation shall be the Master Association described in the Declaration (hereinafter defined).

Section 2. Applicability. These By-Laws and each provision thereof shall be applicable to all Sub Associations, Lots, Units and Owners within the community known as Perry Hall Farms Community, situate in Baltimore County, Maryland, for the Property or the sections thereof that have been annexed into the Master Association.

**ARTICLE II.
DEFINITIONS**

Section 1. "Master Association" means the PERRY HALL FARMS MASTER ASSOCIATION, INC., its successors and assigns.

Section 2. "Articles of Incorporation" means the Articles of Incorporation of the Master Association filed with the Maryland State Department of Assessments and Taxation, as the same may be amended from time to time.

Section 3. "Declaration" means that certain Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded in the Land Records of Baltimore County, Maryland, and any declaration amendatory or supplementary thereto.

Section 4. "Manager" or "Management Agent" means that person, company or other entity retained by the Master Association to provide maintenance and management services (including the collection and disbursing of Master Association funds as directed by the Master Association) for the Master Association.

Section 5. Other Capitalized Terms. Any other capitalized term used in these By-Laws shall have the same meaning set forth in the Declaration except where said meaning is clearly inappropriate.

ARTICLE III.
MEETING OF MEMBERS

Section 1. Place of Meetings. Meetings of the Membership shall be held at the principal office or place of business of the Master Association or at such other suitable place convenient to the Membership as may be designated by the Board.

Section 2. Annual Meetings. There shall be an annual meeting of the Members of the Master Association held each year on such date and at such time as the Board may determine in any month January through May. If the Board fails to set a date for the annual meeting in any year, then such meeting for that year shall be held at 8:00 p.m. on the third (3rd) Wednesday of April. At the annual meeting a Board of Directors shall be formed in accordance with the requirements of Article IV, Section 1 of these By-Laws. The Members may also transact such other business of the Master Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board or upon a petition signed by Members representing at least twenty percent (20%) of the total Membership entitled to vote having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each meeting or special meeting, stating the purpose thereof as well as time and place where it is to be held, to each Member of the Master Association at least ten (10) days but not more than ninety (90) days prior to such meeting. Attendance by a Member at any meeting of the Members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or the elected representatives of three or more Members constitute a quorum for the transaction of business at all meetings of Members unless a greater number is provided by the Declaration, Articles of Incorporation or these By-Laws.

Section 6. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum is not present, the Members who are present may adjourn the meeting from time to time until the quorum established by these By-Laws or the quorum prescribed by general corporate law shall be present.

Section 7. Voting.

(a) Each Member shall have the right to cast one (1) vote. The majority vote of the Members present at any meeting duly called shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

(b) There shall be no voting by proxy by any Member.

(c) The vote of a member shall be cast by the representative of the Sub Association Member elected by the Sub Association's Board of Directors to cast such vote. Such voting representative may be, but does not necessarily have to be, a member of the Sub Association's Board of Directors.

Section 8. Selection of Directors. Each Sub Association Member shall select one person to be a member of the Master Association's Board of Directors. At the annual meeting, the representative of the Sub Association Member shall submit the Sub Association Member's selection for Director. The Director selected by each Sub Association shall be an Owner in the Sub Association, and shall have been elected by a majority vote of the Sub Association's Board of Directors. In the event the number of Directors on the Master Association's Board of Directors increases to eleven (11) members, then each Member shall have the right to submit two selections and the remaining Director shall be elected by a majority vote of the Members of the Master Association present and voting at a duly called annual meeting.

Section 9. Order of Business. The order of business at meetings of the Members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Selection of Directors.
- (g) Unfinished business.
- (h) New business.

In the case of a special meeting, only items (a) and (b) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE IV.
DIRECTORS

Section 1. Number. The affairs of the Master Association shall be managed by a Board of Directors consisting of five (5) or eleven (11) persons which number may be increased or decreased from 5 to 11 or from 11 to 5 from time to time by a majority vote of the Board. Directors shall be Owners in the Master Association. Notwithstanding the foregoing, until the expiration of the Development Period, the Board of Directors shall consist of three (3) persons who need not be Owners in the Master Association and who shall be designated by the Declarant and they shall hold office until their successors are duly elected and have qualified.

Section 2. Powers. The Board shall have all the powers not reserved to the Members of the Master Association as may be necessary for the administration of the affairs of the Master Association, including, but not limited to, the power:

(a) to declare a position of the Board to be vacant if the member occupying such position (i) shall be absent without good cause from three (3) consecutive meetings of the Board; (ii) is delinquent in the payment of Assessments to the Master Association or to the Sub Association of which he is a part, for a period in excess of thirty (30) days; (iii) is in violation of any provisions of the Declaration or these By-Laws or any rule or regulation of the Master Association for a period in excess of thirty (30) days; (iv) is incapable of performing the duties of a member of the Board or is guilty of malfeasance in his position such as theft, or the commission of a civil or criminal act adverse to the Master Association or to the Sub Association of which he is a part.

(b) to promulgate, adopt and enforce such rules and regulations (including imposition of penalties for violations thereof) as may be deemed proper respecting the use, occupancy and maintenance of the Lots, the Master Association's real and personal property, if any, and the Property, all of which shall be consistent with law, the Declaration and these By-Laws;

(c) to promulgate, adopt and enforce such architectural standards and guidelines (including imposition of penalties for violations thereof) as may be proper for the preservation, enhancement, protection and maintenance of the scheme of development; and

(d) to properly exercise for the Master Association of all powers, duties and authority delegated to the Master Association as more fully in the Declaration and not reserved to the Membership by any other provision of law, the Declaration, the Articles of Incorporation or these By-Laws.

Section 3. Duties. The Board shall have the duty to administer the affairs of the Master Association not otherwise directed to be administered by the others, including, but not limited to, the duty:

(a) to care for and maintain the Master Association's real and personal property in a manner consistent with the law, the Declaration and these By-Laws;

(b) to establish and collect Assessments and/or permitted charges from the Members and to establish and/or enforce liens therefor in a manner consistent with law, the Declaration and these By-Laws;

(c) to designate, direct, supervise, hire, and/or dismiss any and all personnel or independent contractors, including a management agent, necessary for the good working order of the Master Association, for the proper care of the Master Association's property, and for services for the Master Association in a manner consistent with law, the Declaration and these By-Laws;

(d) to cause to be kept a complete record of all the Board's act and the corporate acts of the Master Association; and

(e) to properly exercise for the Master Association of all powers, duties and authority delegated to the Master Association as more fully provided in the Declaration and not reserved to the Membership by any other provision of law, the Declaration, the Articles of Incorporation or these By-Laws.

Section 4. Term of Office. Directors may be selected for a term of one year, two years or three years, and staggered terms are permitted as the Members may decide at the annual meeting at which the selection takes place.

Section 5. Vacancies. Vacancies on the Board caused by any reason other than an increase in the number of Directors, shall be filled by vote of the Sub Association's Board of Directors whose Director vacated the position or was removed therefrom. Each person so selected shall be a Director until a successor is selected at the next annual meeting. Vacancies caused by an increase in the Board shall be filled by the Sub Association Members as provided above for the selection of a Director.

Section 6. Removal. Any Director may be removed from the Board, with or without cause, by a vote of all Members of the Master Association at any annual or special meeting duly called for such purpose. Prior to the first annual meeting of the Master Association, any Director may be removed from the Board, with or without cause, by the Declarant.

Section 7. Compensation. No remuneration shall be paid to any Director for services performed by him for the Master Association unless approved by a vote of two thirds (2/3rds) of the Members.

Section 8. Organizational Meeting. The first meeting of a newly selected Board shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were selected, and no notice shall be necessary to the newly selected Directors in order legally to constitute such meeting, provided a majority of the entire Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a resolution of Board, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given at least annually to each Director and all Members, personally or by mail or telephone.

Section 10. Special Meetings. Special meetings of the Board may be called by the President of the Board on three (3) days' notice to each Director, given personally or by mail or telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board no notice shall be required and any business which may properly come before the Board at such meeting may be transacted.

Section 12. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. There shall be no voting by proxy by a Director.

Section 13. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 14. Fidelity Bonds. The Board shall require that all officers, agents and employees of the Master Association handling or responsible for association, corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Master Association.

ARTICLE V. OFFICERS

Section 1. Designation. The principal officers of the Master Association shall be a President, a Vice President, a Secretary, and a Treasurer, or a Secretary/Treasurer all of whom shall be elected by the Board and none of whom shall be related by marriage or otherwise. Prior to the first annual meeting of Members, the officers of the Master Association need not be Members of the Master Association. Thereafter, all officers of the Master Association shall be Owners in the Master Association. Until expiration of the Development Period, the officers may also be officers, agents or employees of the Declarant.

Section 2. Election of Officers. The officers of the Master Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, or any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Master Association. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the Membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Master Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Master Association; he shall have custody of the seal of the Master Association; he shall have charge of the

Membership transfer books and of such other books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Master Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Master Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Master Association, in such depositories as may from time to time be designated by the Board.

Section 8. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

Section 9. Compensation. No remuneration shall be paid to any officer for services performed by him for the Master Association unless approved by a vote of two thirds (2/3rds) of the Members.

ARTICLE VI. MANAGEMENT

Section 1. Common Expenses. The Master Association, acting by and through its Board, shall manage, operate and maintain the Common Areas and, for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund provided for herein, the following:

(a) The cost of providing water, sewer, recycling and trash collection, electrical and other necessary utility services for the Master Association's real and personal property.

(b) The cost of directors and officers liability, fire and extended liability insurance for the Master Association's real and personal property and the cost of such other insurance as the Master Association may effect, or deem appropriate.

(c) The cost of the services of a person or firm to manage the Master Association together with the services of such other personnel as the Board shall consider necessary for the operation of the Master Association.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Master Association.

(e) The cost of painting, maintaining, replacing, repairing and landscaping the Master Association's real and personal property and such furnishings and equipment as the Board shall determine are necessary and proper, and the Board shall have the

exclusive right and duty to acquire the same; PROVIDED, HOWEVER, that nothing herein contained shall require the Master Association to paint, repair or otherwise maintain any Lot or any fixtures, appliances or equipment located therein belonging to the Owner thereof, such maintenance being the sole responsibility of the Owner or occupant thereof.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Master Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the Master Association and its property.

Section 2. Management Agent. The Master Association may, by contract in writing, delegate any of its ministerial duties, powers or functions to a Management Agent. The Master Association and the Board shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Execution of Master Association Documents. With the prior authorization of the Board, all notes and contracts shall be executed on behalf of the Master Association by either the President or Vice President, and all checks shall be executed on behalf of the Master Association by such officers, agents or other persons as are from time to time authorized by the Board.

ARTICLE VII. FINANCES

Section 1. Fiscal Year. The fiscal year of the Master Association shall be determined by the Board.

Section 2. Books and Accounts. Books and accounts of the Master Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project and its administration and shall specify the maintenance and repair expenses of the Common Areas and services, and of any other expenses incurred. The amount of any assessment required for payment of any capital expenditures of the Master Association shall be credited upon the books of the Master Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 3. Inspection of Books. The books and records of the Master Association and vouchers accrediting the entries made thereupon, shall be available for examination by the Members of the Master Association, their duly authorized agents and attorneys, and to any first Mortgage of any Lot or Unit in the Property, and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably

related to their interests, as they may appear. The Master Association may adopt reasonable rules and regulations with respect to any such right of inspection.

ARTICLE VIII.
AMENDMENT AND APPROVALS

Section 1. Amendments by Members. These By-Laws may be amended by an affirmative vote of all of the Members. Any amendment during the Development Period shall also require the prior written consent of the Declarant.

Section 2. Amendments by Declarant. As long as there are Class B Members, the Declarant reserves the right to unilaterally amend these By-Laws to meet the requirements of the Federal Housing Administration, Veterans's Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, any title insurance company or any other governmental or quasi-governmental agency, or to meet the requirements of any mortgage lender; provided, however, that any such amendment shall not materially adversely affect the substantive rights hereunder of any Member other than Declarant. Any such amendment shall be distributed to all Members.

Section 3. FHA/VA Approval. Notwithstanding anything contained herein to the contrary, the Declarant shall have the absolute unilateral right, power and authority to modify the provisions of these By-Laws, if such modification is required by the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or any other Federal, State or County or local government agencies, as a condition precedent to the approval of the Property or any part thereof or any Lots thereon, for mortgage financing qualification under applicable government mortgage financing programs. If the Federal Housing Administration or Veterans Administration (or any successor agency or any similar governmental agency) has approved the Property or any part thereof or any Lots thereon for any applicable government mortgage financing programs, and if prior approval by the FHA or the VA (or any successor agency or any similar governmental agency) of an amendment is required by applicable law or regulation for qualification under such financing programs, then any amendments to these By-Laws shall also require the prior consent of any such approving agency.

ARTICLE IX.
INTERPRETATION - MISCELLANEOUS

Section 1. Conflict. These By-Laws are subordinate and subject in all respects to the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the content, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control. The provisions of the Declaration are incorporated herein by reference.

Section 2. Notices. Unless another type of notice is specifically provided for, herein, any and all notices called for in these By-Laws shall be given in accordance with the notice provisions set forth in the Declaration.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restoration, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions and headings contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Construction. All references made herein (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; and (ii) in the singular or plural numbers shall be deemed to have been made respectively in the plural or the singular where appropriate as well.

IN WITNESS WHEREOF, the Directors of Perry Hall Farms Master Association, Inc., have hereunto set their hands this 5th day of December, 1997.

WITNESS:

THIS IS A COPY OF THE FINAL DOCUMENT. THE FULLY EXECUTED FINAL DOCUMENT IS FILED WITH THE BOOKS AND RECORDS OF THE ASSOCIATION AND MAY BE VIEWED AT ANY TIME DURING NORMAL BUSINESS HOURS UPON WRITTEN REQUEST.

Edward Personette

Steven Rosen

David S. Gonzenbach

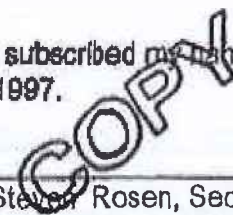
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CERTIFICATION

I, STEVEN ROSEN, DO HEREBY CERTIFY:

1. That I am the duly elected and acting Secretary of Perry Hall Farms Master Association, Inc. (the "Corporation"), and;
2. That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted by the Board of Directors thereof on the 5th day of December, 1997.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 5th day of December, 1997.


_____(SEAL)
Steven Rosen, Secretary

PERRY HALL FARMS MASTER ASSOCIATION, INC.

**INFORMAL ORGANIZATIONAL ACTION
OF THE BOARD OF DIRECTORS**

December 29, 1997

The undersigned, constituting all of the members of the Board of Directors of PERRY HALL FARMS MASTER ASSOCIATION, INC., a Maryland corporation (the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, hereby consent as follows:

RESOLVED: That the Articles of Incorporation of this Corporation filed with the State Department of Assessments and Taxation on or about December 29, 1997, and attached hereto and incorporated by reference herein be and the same hereby are approved and accepted.

RESOLVED: That the By-Laws attached hereto and incorporated by reference herein be and the same are hereby declared to be the By-Laws of the Corporation.

RESOLVED: That the following persons be and they are hereby elected as officers of the Corporation in the respective capacities set forth after their several names, the term of office of each person to be until their first annual meeting of the Board of Directors and until their respective successors shall be elected and qualified:

Edward A. Personette	President
David S. Gonzenbach	Vice President
Steven D. Rosen	Secretary/Treasurer

RESOLVED: That Mercantile Safe Deposit & Trust Co. be and it hereby is designated as a depository of this Corporation, and that the corporate banking resolutions of said bank are incorporated herein by reference and the same hereby unanimously are adopted and approved.

RESOLVED: That the Corporation apply for an employer identification number with the Department of the Treasury, Internal Revenue Service and that the Corporation elect to qualify as a "Homeowners' Association" for purposes of the Internal Revenue Code and accompanying regulations.

RESOLVED: That the Secretary/Treasurer of the Corporation be, and is hereby authorized to prepare, acknowledge, and file all applications or reports as shall be necessary to effect the foregoing Resolutions.

RESOLVED: That the Secretary/Treasurer be and is hereby authorized and directed to pay all fees and expenses incident to and necessary for the organization and qualification of the Corporation, including, without limitation, all legal and accounting fees and costs to procure proper corporate books.

RESOLVED: That any and all actions taken or contracts entered into heretofore by an officer and/or director for the Corporation, either as officer and/or director, as well as any and all actions taken or contracts entered into by said persons as individuals, acting for the Corporation, be and the same are hereby ratified, approved and confirmed by the Corporation, and all such contracts by the Corporation, and all such contracts adopted as though said individual had at such time full power and authority to act for the Corporation and in the same manner as if each and every act had been done pursuant to the specific authorization of the Corporation.

WITNESS our hands and seals the day and year first above written.

THIS IS A COPY OF THE FINAL DOCUMENT. THE FULLY EXECUTED FINAL DOCUMENT IS FILED WITH THE BOOKS AND RECORDS OF THE ASSOCIATION AND MAY BE VIEWED AT ANY TIME DURING NORMAL BUSINESS HOURS UPON WRITTEN REQUEST.

Edward A. Personette

Steven D. Rosen

David S. Gonzenbach

MAPHE/INF

**AMENDMENT TO THE BY-LAWS OF
THE MASTER ASSOCIATION AT PERRY HALL FARMS, INC.**

THIS AMENDMENT TO BY-LAWS OF THE MASTER ASSOCIATION AT PERRY HALL FARMS, INC., is made the 2nd day of JUNE, 2005.

WHEREAS, Article V, Section 1 of the By-Laws currently reads:

The affairs of the Master Association shall be managed by a Board of Directors consisting of five (5) or eleven (11) persons which number may be increased or decreased from 5 to 11 or from 11 to 5 from time to time by a majority vote of the Board. Directors shall be Owners in the Master Association. Notwithstanding the foregoing, until the expiration of the Development Period, the Board of Directors shall consist of three (3) persons who need not be Owners in the Master Association and who shall be designated by the Declarant and they shall hold office until their successors are duly elected and have qualified.

WHEREAS, this provision was originally based on the projection that there would be five (5) Sub-Associations. The Members desire to change this provision to reflect the current number of Sub-Associations at seven(7). At the annual meeting of the Association on June 2, 2005, the Members of the Association resolved to and did amend the By-Laws of the Association as set forth below.

NOW, THEREFORE, WITNESSETH:

That Article V, Section 1 of the By-Laws be deleted in its entirety and the following inserted in lieu thereof to provide as follows:

The affairs of the Master Association shall be managed by a Board of Directors consisting of an odd number of persons no less than seven (7) and no more than fifteen (15) persons which number may be increased or decreased from time to time by a unanimous vote and written Resolution of the Board of Directors. Any reference in these By-Laws to a specific number of Directors shall be adjusted accordingly. Directors shall be Owners in the Master Association. Directors shall hold office until their successors are duly selected and have qualified.

WITNESS the execution of this Amendment the day and year first above written.

THE MEADOWS AT PERRY HALL FARMS CA, INC.

THE FIELDS AT PERRY HALL FARMS CA, INC. ✓

THE COACH HOUSE CONDOMINIUM AT PHF, INC

THE GARDEN CONDOMINIUM AT PHF, INC. ✓

THE TOWNES AT PERRY HALL FARMS CA, INC.

THE CARRIAGE HOUSE CONDOMINIUM AT PHF, INC

Duane K. Milton, President

THE WINDSOR CONDOMINIUM AT PHF, INC

**DECLARATION OF
THE GARDEN CONDOMINIUM
AT
PERRY HALL FARMS, INC.**

PERRY HALL, BALTIMORE COUNTY, MARYLAND

BY PERRY HALL FARMS JOINT VENTURE
DEVELOPER

February 15, 1999

LAW OFFICE OF CYNTHIA K. HITT
3600 CRONDALL LANE, SUITE 103
OWINGS MILLS, MARYLAND 21117
410 363 9600
ATTORNEY FOR THE DEVELOPER

**DECLARATION
OF
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.**

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DECLARATION

OF

THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.

THIS DECLARATION, made this 18th day of February, 1999, by PERRY HALL FARMS JOINT VENTURE, hereinafter referred to as the "Declarant" or the "Developer") and NVR HOMES, INC. (hereinafter the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Developer has subjected the title to certain real property on which the Developer intends to create a community consisting of residences, including single family detached unit, single family attached units and condominium units, to the Declaration of Covenants, Conditions And Restrictions of Perry Hall Farms Master Association, Inc. (the "Master Association Declaration"). The community is to be known as the "Perry Hall Farms Community."

B. Pursuant to the Master Association Declaration, the Master Association (hereinafter defined) holds certain rights to administer the affairs of the Perry Hall Farms Community and to own and operate certain parts of the Community, to levy certain assessments against properties in the Community (including the Units of this Condominium to be created) and to exercise certain oversight with respect to architectural control and rules and regulations of the Sub Associations in the Community as a provided in the terms of the documents relating to the Master Association and the Sub Associations.

C. In furtherance of the Community, the Developer has conveyed to the Builder/Vendor and the Builder/Vendor, as the fee simple owner of all that land situate in Baltimore County, Maryland and described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Property"), desires to submit the whole of said land, together with the Buildings erected thereon and all rights, alleys, ways, privileges, appurtenances and advantages thereto belonging, or in any way appertaining, to a Condominium regime (hereinafter the "Condominium") established under the provisions of the Maryland Condominium Act, Section 11-101, et seq. of the Real Property Article of the Annotated Code of Maryland, as amended from time to time (hereinafter called the "Act").

D. The Property shall be held, conveyed, divided, subdivided, leased, rented and occupied, improved, hypothecated or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereafter set forth, including provisions of the By-Laws of THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC. intended to be recorded immediately following hereafter among the Land Records of Baltimore County, Maryland, and all notes, legends, memoranda and other data appearing on the Condominium Plats hereinafter described, all of which are declared and agreed to be in aid of a plan for the improvement of the Property, and the division thereof into condominium units and common elements and shall be deemed to run with and bind the land, and shall inure

to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof which holds such interest solely as security for the performance of an obligation.

NOW THEREFORE, the Developer, its successors and assigns, and the Builder/Vendor do hereby expressly establish and declare the following:

**ARTICLE I.
DEFINITIONS**

Section 1. **"Master Association"** means PERRY HALL FARMS MASTER ASSOCIATION, INC., a Maryland non-profit, non-stock corporation, its successors and assigns.

Section 2. **"Sub Association(s)"** means the homeowners associations and/or the condominium regimes in the Perry Hall Farms Community, and includes this Condominium.

Section 3. **"Act"** means the Maryland Condominium Act, Title 11 of the Real Property Article of the Annotated Code of Maryland (1996 Repl. Vol., 1997 Cum. Supp.), as amended from time to time.

Section 4. **"Additional Phases"** means all that real property described on Exhibit B attached hereto and made a part hereof, and as shown on the Condominium Plats, not now subjected to this Declaration, but intended to be annexed into and brought within the jurisdiction of the Condominium in accordance with Article IV hereof.

Section 5. **"Assessment"** means an "Annual Assessment" or a "Special Assessment," or either of them, as the context may require, imposed upon the Unit Owners pursuant to Article X hereof. Separately contracted maintenance charges and fines (sometimes hereinafter the "Permitted Charges") when assessed by the Council pursuant to this Declaration or the By-Laws shall be included in the term "Assessments" where the context so requires, it being intended that Permitted Charges shall be treated in the same manner as Assessments for purposes of levy, payment, the Council's rights and the Unit Owner's obligations set forth in this Declaration, in the By-Laws or in the Rules of the Condominium, as may be amended from time to time.

Section 6. **"Board"** means the Board of Directors of the Council.

Section 7. **"Common Elements"** means the "General Common Elements" and "Limited Common Elements" as those terms are defined in Article VI hereof.

Section 8. **"Common Expenses"** means expenses which are incurred by the Council in the exercise of its rights or the performance of its obligations which are vested in or imposed upon the Council by the Act, this Declaration or the By-Laws.

Section 9. **"Condominium Plat(s)"** or **"Plat(s)"** means collectively, the plats referred to in this Declaration and recorded among the Land Records of Baltimore County, Maryland,

together with any amended plats thereof. The terms may be used interchangeably and shall have the same meaning herein unless the context clearly indicates otherwise.

Section 10. **"Council"** means the Council of Unit Owners of this Condominium.

Section 11. **"Developer"** means PERRY HALL FARMS JOINT VENTURE, its successors and assigns. The term "Developer" and "Declarant" may be used interchangeably and shall have the same meaning herein unless the context clearly indicates otherwise.

Section 12. **"Development Period"** means that period of time commencing with the date of this Declaration and ending on the later to occur of (a) the tenth (10th) anniversary date thereof, or (b) the issuance of a use and occupancy permit by Baltimore County for the occupancy of a Dwelling on at least ninety percent (90%) of the anticipated Lots and Units in the Community subject to the Declaration of the Master Association. The "anticipated number of Lots and Units in the Community" at this time means 1134 dwelling units, which number shall be subject to increase or decrease based on final record plats and final build out of the Community. Notwithstanding the foregoing, at any time, the Declarant may sign a written instrument stating the Development Period to be officially terminated as of a date certain.

Section 13. **"Limited Common Elements"** means the "Limited Common Elements" designated as such and reserved for the exclusive use of one or more, but not all of the Units as set forth in Article VI hereof and on the Condominium Plat.

Section 14. **"Mortgagee"** means the holder of any mortgage or the trustee of any deed of trust or other security interest in a Unit or the beneficiary of any deed of trust on any Unit within the Condominium. **"Eligible Mortgagee"** means the holder of a first mortgage, trustee of a deed of trust or other security interest in a Unit or the beneficiary of any deed of trust on a Unit, which has notified the Council, in writing, of its name and address and that it holds a security interest in a Unit and that it requests notices afforded to Eligible Mortgagees under this Declaration and the By-Laws.

Section 15. **"Owner"** means the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is part of the Property, including contract sellers, but excluding contract purchasers and those having such interest as security for the performance of an obligation. The term "Owner" and "Unit Owner" may be used interchangeably and shall have the same meaning herein unless the context clearly indicates otherwise.

Section 16. **"Structure"** means any structure defined as such by the County zoning regulations provided that, in addition thereto for purposes of this Declaration, the term Structure includes (a) a Unit; (b) any other thing, item or device, the placement of which affects the physical appearance of the Unit, the Common Elements or the Building of which the Unit is a part; (c) any excavation or fill, the volume of which exceed 10 cubic yards; and (d) any excavation, diversion or disturbance of the land which affects the physical appearance of a Unit, the Common Elements or the Building of which the Unit is a part, or alters the natural flow of surface waters upon or across the Property.

Section 17. **"Unit"** means that space as defined by the provisions of Article VI hereof

and by the Condominium Plat further describing same.

Section 18. "Use" means any use defined as such by the County zoning regulations provided that, in addition thereto for purposes of this Declaration, the term Use includes (i) any purpose for which a Structure or a Unit is used or occupied, and (ii) any activity, occupation, business or operation carried on or in a Structure or Unit.

ARTICLE II. CREATION OF THE CONDOMINIUM

Section 1. **Site.** The Developer hereby submits the land described in Exhibit A and the improvements constructed thereon and shown on the Plats entitled "Condominium Plat - Phase A9, The Garden Condominium at Perry Hall Farms, Inc." recorded simultaneously herewith among the Plat Records of Baltimore County, Maryland, to a Condominium regime provided for by the Act, and establishes a Condominium regime containing one (1) Building having a total of twelve (12) Units and Common Elements.

Section 2. **Buildings.** The land, as improved by the Building(s) and improvements constructed thereon, is more fully described in Plats prepared and certified by Morris & Ritchie Associates, Inc, registered surveyors in the State of Maryland, which Plats are intended to be recorded simultaneously herewith, consisting of two (2) sheets, Sheet 1 of 2 and Sheet 2 of 2 (hereinafter the "Plats"). The Plats are considered a part of this Declaration as if fully incorporated herein.

ARTICLE III. DESCRIPTION OF THE CONDOMINIUM

The Condominium, Phase A9, consists of one (1) Building, containing twelve (12) separately designated and legally described fee simple estates ("Units") and the Common Elements, as shown on the Plats. The Unit(s) are single family residential garden apartment style dwelling units and the addresses of the Units are 2 Brook Farm Court, Units A, B, C, D, E, F, G, H, J, L, M, and N.

ARTICLE IV. ADDITIONAL PHASES

Section 1. **Right to Expand.** The Developer hereby reserves the exclusive right for a period of ten (10) years after the date hereof to expand the Condominium by the annexation of additional property into the Condominium regime. Phase A 9 submitted to the Condominium pursuant to this Declaration consists of 12 Units. The Developer contemplates that fifteen (15) Additional Phases may be added to the Condominium consisting of 12 or 24 Units in each Phase.

The maximum number of Units that may be added to the Condominium through Additional Phases is 348. The total number of Units in Condominium, as fully expanded, may not exceed 360 Units.

The right to expand the Condominium may be exercised by and only by the Developer, in its sole discretion, and may be exercised by adding the Additional Phase or Phases in their entirety or in increments or sub-Phases, and in any order the Developer may choose. The Developer, without the consent of the Unit Owners, shall have the right to change, modify or substitute building and unit types to be constructed upon the Additional Phases, as now or hereafter submitted to this Condominium.

Section 2. Consent to Expansion. Each Owner of a Unit and each Mortgagee shall hereby be deemed to have acquiesced in and consented to any amendment of this Declaration, the By-Laws and the Condominium Plats as may be required for the purpose of adding the Additional Phases as set forth above and shall be deemed to have given the Developer, its successors and assigns and Trustees under Deeds of Trust, an irrevocable power of attorney, coupled with an interest, to effectuate such amendment and to have agreed to and covenanted to execute such further documents, if any, as may be required by the Developer to properly accomplish such amendment.

Section 3. Amendment of Documents. The submission of the Additional Phases shall be accomplished by the Developer filing among the Land and Plat Records of Baltimore County, Maryland, the appropriate Amendment to this Declaration and Supplement to the Condominium Plats, containing appropriate certifications that the improvements in the Additional Phase have been substantially completed as shown thereon. Thereafter the Developer, its successors and assigns, may convey to each Unit Owner in the Additional Phase, an undivided interest in the Common Elements of the Phases submitted to the Condominium prior to such Amendment, along with an undivided interest in the Common Elements of the Additional Phase to be added by such Amendment. Such undivided interests are to be in proportion to the Percentage Interests as set forth in Article VII hereof and applicable, as therein provided, to the Condominium after the Additional Phase submitted by such Amendment. In order to effectuate the foregoing, the undivided interests in the Common Elements in the Phases submitted to the Condominium prior to the Amendment in question, which are to be conveyed to Unit Owners in the Additional Phase submitted by such Amendment, shall automatically revert to and be vested in the Developer, its successors and assigns and Trustees under Deeds of Trust, upon the filing of such Amendment.

Section 4. Vesting of Percentage Interests. It is further intended and it is hereby declared, that as each Additional Phase is annexed to the Condominium, each Owner of a Unit in the Condominium as the same is constituted prior to the Amendment (and the holder of any mortgages or beneficiary of or Trustee in any Deed of Trust on such Unit, as its interests appear), shall have and be vested with an undivided interest in the Common Elements in the Additional Phase, such interest to be in proportion to the Percentage Interests as set forth in Article VII hereof and applicable as therein provided to the Condominium after the Additional Phase submitted by such Amendment, and that such vesting shall occur immediately and absolutely upon the filing of such Amendment, without the necessity of any separate conveyance of such interests.

Section 5. Applicability of the Act. It is further intended and it is hereby specifically declared by the Developer that the provisions of Section 11-120 of the Act shall be applicable to the Condominium created hereunder and the Developer does hereby elect to conform to the

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requirements of Section 11-120.

Section 6. Other Instruments. The foregoing notwithstanding, the Developer shall execute and record, from time to time, as may be reasonably required by any Unit Owner or holder of any mortgage or any beneficiary of any Deed of Trust on any Unit, such other and further instruments of conveyance as may be necessary in the circumstances to validly carry out the intent and purpose set forth above with regard to vesting of interests in the Common Elements.

**ARTICLE V.
NAME OF THE CONDOMINIUM**

This Condominium shall be known as:

THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.

**ARTICLE VI.
UNITS AND COMMON ELEMENTS**

Section 1. Units.

A. Each Unit shall be conveyed by the name of the Condominium and its Unit number. The Unit number, the dimensions, the area, and the location of each Unit is shown on the Condominium Plats.

B. Each Unit shall consist of an enclosed space or spaces designated as a single family residential unit. The Unit shall occupy that part of the Building as shown on the Condominium Plats.

C. Each Unit shall consist of:

(1) A three dimensional space generally described by planes as follows, the location of which planes is designated on the Condominium Plats:

(a) **Bottom.** The bottom of the Unit is a horizontal plane located at the point of the lower surface of the subfloor and extending in every direction to the points where it closes with vertical planes forming the perimeter of the Unit.

(b) **Top.** The top of the Unit for the first and second floor Units is a horizontal plane at the point located at the point of the lower surface of the subfloor of the Unit above the first floor and second floor Unit. The top of the Unit for the third floor Units is a horizontal plane or angular plane corresponding to the plane just below the roof truss as shown on the Condominium Plats. All structural or infrastructure elements shall be excluded from such space, including but not limited to trusses, hanger bars, girders, common utility piping systems and ceiling or floor support grid systems, and further excluding from first floor and second floor Units all utility piping systems

lines serving the Unit or Units above, whether or not the same are Common Elements.

(c) Perimeter. The perimeter of the Unit is circumscribed by vertical planes which are formed by the stud interior face of the sheetrock forming the exterior walls of the Unit as shown on the Condominium Plats.

(2) Any air space lying upward from the bottom of the Unit, inward from the perimeter of the Unit and below the top of that Unit.

(3) The Unit shall include all Improvements where ever located and even though the same may be within the General or Limited Common Elements as defined herein to the extent that such Improvements serve or provide service to that Unit only. Improvements which shall include, but not be limited to: Interior partitions; interior and exterior doors (including frames, trim, seals, casings and thresholds); windows and window frames (including drip caps, sills, sashes, trim, molding, seals and casings); pipes (including sprinkler pipes and condensate lines); conduits; ducts; switches; vents; wiring; fixtures or other facilities for the provision of heat, ventilation, air conditioning, plumbing, electrical power, lighting, telephone service or television reception (to the extent such ownership is not retained by the company supplying such service); and all plumbing, electrical and mechanical equipment designed for use by that Unit only.

(4) The heating and air conditioning system (including any heat pump, and heat pump pad, if any) and the air space above (but extending only up to the plane forming the top of the Unit) to the extent that any such system serves that Unit only, as such systems may appear on the Condominium Plats, even though the same may be within the General or Limited Common Elements as defined herein; and

(5) All other improvements contained within the aforesaid three dimensional space.

D. It is intended by this Declaration that each Unit shall consist of that space shown as the Unit on the Condominium Plats both in the horizontal and in the vertical.

E. Each Unit and the General and Limited Common Elements (described below), are more specifically shown on the Condominium Plats and the Developer intends that the Condominium Plats shall diagrammatically govern where this Declaration is silent.

F. No Building or Structure shall ever be erected, constructed, altered, reconstructed, placed or permitted to remain on all or any part of the land of the Condominium, other than Units designed for single family residential occupancy in connection with the establishment of a Condominium regime pursuant to the Act, or buildings or structures rendering service or providing recreational facilities to the Condominium, and associated improvements for the exclusive use and benefit of all Unit Owners.

Section 2. Common Elements.

A. All areas and facilities which are not part of a Unit comprise the Common

Elements, some of which Common Elements may be shown on the Condominium Plats, including, but not limited to: all streets; curbs; sidewalks; stairways; recreational areas; parking areas; parking islands; lawn areas; except as hereinafter modified; trees and shrubbery; conduits; sewers; water mains; storm drains and other lines; exterior lighting; mailbox clusters; all other conduits, wire outlets, and utility lines not located within a Unit or serving only one Unit (in which case they are part of the Unit); and all other parts of the Condominium, devices, apparatus and installations existing for common use or necessary or convenient to the existence, maintenance or safety of the Condominium.

B. The Common Elements shall be exclusively owned in common by all of the Unit Owners. The ownership interest in the Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by the Act.

C. Except as provided herein, all Common Elements in the Condominium are subject to perpetual easements for the use in common thereof for ingress, egress and utilities. This provision and covenant shall run with the land and the benefits and burdens thereof, and shall inure to the benefit of and be binding upon the Developer, its successors and assigns, and the Unit Owners, their heirs, successors, personal representatives and assigns.

D. Except as hereinafter provided, the cost of maintaining, repairing and replacing the Common Elements shall be borne by the Council of Unit Owners as an item of the Common Expense.

E. Each Unit Owner, in proportion to his Percentage Interest in the Common Expenses and Common Profits (as set forth below), shall contribute toward payment of the Common Expenses and no Unit Owner shall be exempt from contributing toward said Common Expenses either by waiver of the use or enjoyment of the Common Elements, or by the abandonment of his Unit. The contribution of each Unit Owner toward Common Expenses shall be determined, levied and assessed as a continuing lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Baltimore County, Maryland simultaneously herewith (hereinafter the "By-Laws").

Section 3. General and Limited Common Elements.

A. The Condominium's General Common Elements include all Common Elements, including all open space, except the Limited Common Elements hereinafter described.

B. The Condominium has the following Limited Common Elements:

(1) Those areas comprising generally the front or rear patios on ground floor Units, and the balconies, if any, on the second and third floor Units, as are outlined on the Condominium Plats and designated "LCE" for such Unit.

(2) Those elevators located in certain of the Buildings as are outlined on the Condominium Plats and are designated "LCE" for the use of Units in that Building.

Subject to any easements reserved or granted herein, and subject to the right of the Council to enter upon the Limited Common Elements as provided herein or in the By-Laws or in the Act, the right to use such Limited Common Element is reserved to such Unit or Units in accordance with such designation and no person other than the Unit Owner of such Unit or Units, their family members, guests and lessees, shall have any right to use them.

Section 4. Encroachments.

A. If any Common Elements, or any part thereof, now or at any time hereafter, encroaches upon any Unit, or any Unit encroaches upon any Common Element or other Unit, whether such encroachment is attributable to construction, settlement, or shifting of the Building, or any other reason whatsoever beyond the control of the Board or any Owner, there shall arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Board or for the Owner, their respective heirs, personal representatives, successors and assigns, to provide for the encroachment and non-disturbance of the Common Element, or the Unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue.

B. Conveyance or other disposition of a Unit shall be deemed to include and convey, or be subject to, any easement(s) arising under the provisions of this Declaration without specific or particular reference to such easement(s).

Section 5. Easements.

A. In addition to the easements reserved on the Plats for the benefit of the Developer, its successors and assigns, governmental authorities, public utilities and Mortgagees:

(1) Developer, for itself, its successors and assigns, hereby declares that every Unit Owner shall have a perpetual easement in, upon, through and over the land shown on the Plats, to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position in which it is located by reason of the gradual forces of settlement, nature and the elements.

(2) Developer hereby reserves unto itself, its successors and assigns, an easement in, upon, through and over the land described in Exhibit A necessary for the development of Additional Phases and in, upon, through and over the land of Condominium, as from time to time constituted, for as long as the Developer, its successors and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust, shall be engaged in the construction, development and sale of Units, which easement shall be for the purpose of construction, installation, maintenance and repair of the existing Buildings and appurtenances thereto, for ingress and egress to all Units and all Common Elements, and for use of all sidewalks, walkways, roadways, parking areas, existing and future model units for sales promotion and exhibition. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for the Development Period for such purposes as may be reasonably necessary for the Developer or its agents to complete the Condominium or service any Unit thereof, such right of entry to be exercised upon reasonable notice to the Unit Owner.

(3) Developer reserves unto itself, its successors, assigns and agents, an easement in, upon, through and over the land of Condominium, as from time to time constituted, for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system(s) serving the Condominium.

(4) Developer reserves unto itself, its successors and assigns, and unto Baltimore County (i) an easement in, upon, through and over the land of Condominium, as from time to time constituted, for installation, inspection, maintenance, repair and replacement of any public improvements located therein and for any other purpose relating to the obligations of the property owner, the Developer, its successor and assigns, or Baltimore County; and (ii) an easement on, over, under and through any part of the Property for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, telephone and other communication systems, pipes, lines, mains, conduits, poles, transformers and any other equipment or machinery, necessary or incidental to the proper functioning of any utility system or public improvements serving the Property. In the event Baltimore County enters the Property for the purpose of maintaining a stormwater management facility, the County shall have the right to assess any cost involved in such maintenance to the owner(s) of the facility.

(5) Each Unit Owner shall have a perpetual easement for the continuance of any encroachment by his Unit on any adjoining Unit or on any General or Limited Common Element, now existing as a result of construction of the Building or which may come into existence hereafter as a result of the reconstruction of the Building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands.

B. The Council, or its authorized designee, shall have an irrevocable right and easement to enter any Unit to make repairs 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 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. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Owner responsible, or the Council if it is responsible, shall be liable for the prompt repair thereof. An entry by the Council for the purposes specified in this Section shall not be considered a trespass.

C. The Council shall have the authority to grant such easements, rights-of-way, licenses, leases in excess of one (1) year or similar interest through or over the Common Elements as is provided in the Act.

Section 6. Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

ARTICLE VII.
PERCENTAGE INTERESTS

Section 1. Percentage Interests in the Common Elements. Each Unit shall have the same Percentage Interest in the Common Elements of the Condominium. The Percentage Interest in the Common Elements of the Condominium for each Unit, expressed as a fractional formula, shall always have as its numerator the number 1 and the denominator thereof shall be the total number of Units submitted to the Condominium.

Section 2. Percentage Interests in the Common Expenses and Common Profits. The Percentage Interest in the Common Expenses and Common Profits for each Unit in each Phase shall be calculated in accordance with Section 1 hereof. The Percentage Interests may be changed only in accordance with the Act.

ARTICLE VIII.
UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES

All present and future Unit Owners, tenants, and other occupants of Units shall be subject to, and shall comply with, the provisions of the Act, this Declaration, the By-Laws, and the Rules, as they may be amended from time to time. The acceptance of a deed of conveyance, the entry into a lease agreement, or the commencement of occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or other occupant; and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE IX.
MEMBERSHIP AND VOTING

Section 1. Membership. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a Unit within the Condominium as the same is constituted from time to time, shall be a Unit Owner; provided, however, that any person, group of persons, general partnership, limited partnership, corporation, 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 deemed a Unit Owner. Upon becoming the Owner of a Unit or Units, the Unit Owner shall automatically become a member of the Council of Unit Owners of this Condominium and shall remain a member of the Council until such time as his ownership ceases for any reason, at which time his membership in the Council shall automatically cease.

Section 2. Voting. Each Unit in the Condominium as constituted from time to time shall have one (1) vote at meetings of the Council and said one (1) vote is appurtenant to the Unit.

ARTICLE X.
ADMINISTRATION OF THE CONDOMINIUM

Section 1. By the Council. The affairs of the Condominium shall be governed by the Council, an entity incorporated as a non-stock corporation, organized and existing under the laws of Maryland, the members of which shall be the Unit Owners. The Council shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by the provisions of this Declaration, the By-Laws or applicable law. As provided in the By-Laws, the Council may obtain funds for the payment of Common Expenses from time to time by levying Annual Assessments and Special Assessments against the Owners.

Section 2. By the Board. As further set forth in the By-Laws, certain rights and obligations of the Council may be managed by a Board of Directors duly elected by the Owners, the powers and duties of which Board is further specifically set forth in the By-Laws.

ARTICLE XI.
ALTERATIONS AND EXTERIOR MODIFICATIONS

Unit Owners may not alter or modify their Unit or alter or modify the Limited Common Elements appurtenant to their Unit without first obtaining architectural approval as set forth in Article XI of the By-Laws.

ARTICLE XII.
MAINTENANCE, REPAIR AND REPLACEMENT

Section 1. Maintenance by Owners. Each Unit Owner shall maintain, repair and replace all portions of his Unit and the Limited Common Elements appurtenant thereto, and each improvement thereon or therein, except those portions of or duties with respect to the Limited Common Elements which are under the provisions of this Declaration to be undertaken by the Council. Each Unit Owner shall keep his Unit and the Limited Common Elements appurtenant to his Unit in an orderly, neat and clean condition.

By way of example and not as a limitation, the following items of maintenance, repair and replacement shall be performed by the Unit Owners and such maintenance, repair and replacement shall not be the responsibility of the Council or an item of Common Expense:

A. Any heating and air conditioning systems, hot water heaters, smoke detectors, fixtures, equipment and appliances and all chutes, flues, ducts, conduits, wires, pipes or other apparatus installed or contained within the Unit or located in the Limited Common Elements but defined as part of the Unit in accordance with Article VI hereof;

B. All windows, storm windows, screens and the exterior door, storm door and exterior door and window frames including any sliding glass doors and the trim, casings, seals or glazing thereof and the repair or replacement of any broken glass with respect thereto;

C. Fireplaces, including the inspection and cleaning of all fireplaces and fireplace flues at least once annually, however, the replacement of any flue stack serving more than one Unit shall be the responsibility of the Council;

D. All chutes, flues, ducts, conduits, wires, water pipes, sewer pipes, sprinkler pipes and condensate lines or other apparatus whether or not installed or contained within the Unit, but serving only that one Unit, including the inspection, cleaning or flushing of all such items at least once annually;

E. Any alteration or modification to a Unit or to the Limited Common Elements appurtenant thereto unless such responsibility is expressly assumed by the Council in the architectural approval of same;

F. The removal of all snow and ice from the Limited Common Elements appurtenant to the Unit, if any, if and when necessary.

Each Owner shall perform such maintenance, repairs and replacements in such manner and at such hours as to not unreasonably disturb any other Unit Owner.

In the event any Owner fails to maintain, repair or replace all portions of his Unit or Limited Common Elements as set forth herein, same shall be deemed a violation of this Declaration and, in addition to the right of entry by the Council to remedy the violation, the Council may assess the Owner for any expenses incurred by the Council (including but not limited to administrative costs and attorneys' fees relating to pursuit of the violation) for maintenance, repair or replacement of the Unit, the Limited Common Elements or for repairs or replacements to other Units or the Common Elements resulting from the negligent act, the failure to act, or the failure of such Owner, his family members, tenants, invitees or other user of the Unit to maintain, repair or replace all portions of the Unit. Such expenses may be levied and the collection of such expenses may be enforced against the Owner in the same manner as regular Assessments.

Section 2. Maintenance by the Council. Except as provided elsewhere in this Declaration or in the By-Laws, the Council shall maintain, repair, and replace all Common Elements, the cost of which shall be a Common Expense.

ARTICLE XIII. EMINENT DOMAIN

Section 1. "Taking". In this Article, the term "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding. This Declaration specifically provides for an allocation of any award for a taking under the power of eminent domain of all or a part of the Condominium. This Declaration also provides for (1) reapportionment or other change of the Percentage Interests appurtenant to each Unit remaining after taking; (2) the rebuilding, relocation or restoration of any improvements so taken in whole or in part; and (3) the termination of the Condominium following any taking.

Section 2. Award of Damages. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

A. Each Unit Owner shall be entitled to the entire award for the taking of all or part of his respective Unit and for consequential damages of his Unit.

B. Any award for the taking of Limited Common Elements shall be allocated to the Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective Percentage Interests in the Common Elements.

C. Any award for the taking of General Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

Section 3. Restoration. Following the taking of a part of the Condominium, the Council shall not be obligated to replace improvements taken but promptly shall undertake to restore the remaining improvements of the Condominium to a safe and habitable condition. Any costs of such restoration shall be a Common Expense.

Section 4. Adjustment of Percentage Interests. Following the taking of all or a part of any Unit, the Percentage Interest appurtenant to the Unit shall be adjusted in proportion to the amount of floor area of the Unit so taken bears to the floor areas of the Unit prior to the taking. Those Units not the subject of the taking shall have their respective Percentage Interests adjusted accordingly, by computing the revised Percentage Interest of each such Unit as the percentage of square footage for each such Unit after the taking bears to the total square footage of all Units after the taking; thereby assuring that the total Percentage Interests for all Units will always equal one hundred (100%) percent. Following the taking, the Council shall promptly prepare and record an Amendment to the Declaration reflecting the new Percentage Interests and, if necessary, the number of votes appurtenant to the Units. Following the taking of all of a Unit, the right to vote appurtenant to that Unit shall terminate.

Section 5. Distribution of Damages. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

Section 6. Rights Excluded From Taking. Except to the extent specifically described in the Condemnation Declaration or grant in lieu thereof, a taking of all or part of a Unit may not include any rights, Percentage Interests or votes appurtenant to the Unit.

ARTICLE XIV. TERMINATION OF THE CONDOMINIUM REGIME

Each Unit Owner in the Condominium covenants and agrees that abandonment or termination of the Condominium Regime herein created is subject solely to and shall be accomplished in strict accordance with the Act.

ARTICLE XV.
RIGHTS OF MORTGAGEES

Section 1. Rights. Even if a Mortgagee in possession of a Unit is not its Unit Owner, it shall have all rights afforded a Unit Owner, except as its Mortgage may otherwise provide, and the Council and any other Unit Owner or person may deal with such Mortgagee as if it were a Unit Owner.

Section 2. Obligations. Any Mortgagee in possession shall bear each obligation of its Unit Owner, but nothing herein shall relieve the Unit Owner of such obligations or of any liability to the Mortgagee on account of such Unit Owner's failure to satisfy such obligation.

Section 3. Rights of First Refusal. Any Mortgagee in possession shall be exempt from any right of first refusal or any similar restriction against the sale or transfer of any Unit to and only to the extent it arises under the provisions of the Act, this Declaration or the By-Laws, it being the intention of the Developer that the legal effect of a right of refusal or similar restriction not arising out of the Act, the Declaration or the By-Laws shall not be impaired.

Section 4. Right to Lease Unit. Any Mortgagee in possession shall have the right to lease the Unit for any purpose consistent with applicable laws and the provisions of the Condominium documents.

Section 5. Notice. The Council shall give prompt written notice to each Eligible Mortgagee of (and each Unit Owner hereby consents to, and authorizes such notice):

A. Any proposed amendment to the Condominium documents effecting a change in i) the boundaries of any Unit or the exclusive easement rights thereto; ii) the interests of the Unit Owners in the General or Limited Common Elements; or the liability for Common Expenses relating thereto; iii) the number of votes in the Council relating to any Unit; or iv) the purposes to which any Unit may be restricted;

B. Any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which there is a first security interest held, insured, or guaranteed by such Eligible Mortgagee;

C. Any delinquency in the payment of assessments owed by a Unit Owner whose Unit is subject to a first security interest held, insured, or guaranteed by such Eligible Mortgagee, which remains uncured for a period of sixty (60) days;

D. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Council;

E. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as set forth in Subsection F of this Article XV;

F. Notwithstanding any provision in the Declaration or By-Laws to the contrary, no amendment of any material provision of the Declaration or By-Laws described herein shall be effective except upon written notice to all Eligible Mortgagees and the consent of at least fifty-one (51%) of the Eligible Mortgagees, or any greater Eligible Mortgagee consent required in Section 11-103(c)(1)(i) through (iv) of the Act and the consent of the Unit Owners representing at least sixty seven percent (67%) of the Votes in the Council unless a larger percentage is otherwise required in the Act, this Declaration or the By-Laws, in which case the larger percentage shall govern. A change to any of the following will be considered material:

- (1) Voting Rights;
- (2) Assessments, Assessment Liens or the priority of Assessment Liens;
- (3) Reserves for Maintenance, Repair and Replacement of Common Elements;
- (4) Responsibility for Maintenance and Repairs of Units and Common Elements;
- (5) Reallocation of Percentage Interests in the Common Elements, or rights to their use;
- (6) Convertability of Units into Common Elements or vice-versa;
- (7) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (8) Insurance or fidelity bond;
- (9) Leasing of Units;
- (10) Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- (11) Any decision by the Council to establish self management;
- (12) Restoration or repair of the Condominium after a hazard damage or partial condemnation, in a manner other than that specified in the Declaration and By-Laws;
- (13) Termination of the Condominium after occurrence of substantial destruction or condemnation; and
- (14) Any other provision that expressly benefits mortgage holders, insurers, or guarantors.

Section 4. Required Notice and Consent for Termination. Notwithstanding any provision in this Declaration or the By-Laws to the contrary, the Council may not take any action to terminate the Condominium for reasons other than substantial destruction or condemnation without notice to all Eligible Mortgagees and the consent of at least fifty-one (51%) of the Eligible Mortgagees.

Section 5. Failure to Respond to Notice. An Eligible Mortgagee shall be deemed to have consented to any action under this Declaration, the By-Laws or the Act for which Eligible Mortgagee consent is required, if such Eligible Mortgagee fails to submit a response within sixty (60) days after receipt of written notice of the proposed action sent by the Council, the Developer, a Unit Owner or other person, provided such notice is delivered by certified or registered mail, return receipt requested.

ARTICLE XVI.
AMENDMENT OF DECLARATION

Section 1. By the Developer. Except as may be otherwise provided by the Act, for so long as Developer shall own all of the Units, Developer shall have the sole right to amend this Declaration (including any amendments altering the ownership in Common Elements or the Percentage Interests) which Amendments need only be signed and acknowledged by the Developer and recorded among the Land Records of Baltimore County, Maryland.

Section 2. By the Unit Owners. An amendment or amendments to this Declaration may be proposed by the Board, acting upon a vote of the majority of the Directors, or by the Owners representing a majority of the Votes in the Council as then constituted, whether at a meeting of the Board or of the Council or by instrument in writing signed by them.

Such proposed amendment(s) shall be transmitted to the President of the Council, or other officers of the Council in the absence of the President, who shall thereupon call a special meeting of the Council for a date not less than ten (10) days nor more than ninety (90) days from receipt by him of the proposed amendment(s); and it shall be the duty of the Secretary to give to each Owner written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment(s) in reasonably detailed form, which notice shall be mailed not less than ten (10) days, nor more than ninety (90) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, first class postage prepaid, addressed to the Unit Owner at his post office address as it appears on the books of the Council. Any Unit Owner may, by written waiver of notice signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice of such Unit Owner.

At such meeting, the proposed amendment(s) must be approved by an affirmative vote of the Unit Owners representing at least eighty percent (80%) of the Votes in the Council, as then constituted. Thereupon, such amendment(s) of this Declaration shall be transcribed and certified by the President and Secretary for the Council as having been duly adopted, and the original or an executed copy of such amendment(s) so certified and executed with the same formalities as a deed, shall be recorded in the Land Records of Baltimore County, Maryland. Thereafter, a copy of said amendment(s) in the form in which the same were placed on record by the Council shall be delivered to all of the Unit Owners and mailed to all Eligible Mortgagees, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment(s). At any meeting held to consider such amendment(s), the written vote of any Unit Owner shall be recognized if such Owner is not in attendance at such meeting, or represented thereat by written proxy, provided such written proxy is delivered to the Secretary of the Council at or prior to such meeting.

Section 3. Consent of Developer. Anything to the contrary notwithstanding, no amendment to this Declaration, the By-Laws or the Plat(s) shall alter or amend any rights granted to or reserved by the Developer and/or any other beneficiary including any governmental

authority or any public utility, without the written consent of the Developer.

Section 4. Consents of Eligible Mortgagees. Anything to the contrary notwithstanding, any amendments affecting those limitations set forth in Article XV of this Declaration must also be approved by the required percentage of the Eligible Mortgagees. No such amendment shall be effective until the earlier to occur of i) receipt of written consent from the required percentage of Eligible Mortgagees, or ii) sixty (60) days after proper notice has been provided to all Eligible Mortgagees.

Section 5. Required Written Consents. Anything in this Declaration or the By-Laws to the contrary notwithstanding, any amendments affecting those limitations contained in Section 11-103(c)(1)(i) through (iv) of the Act must be approved in accordance with the requirements of the Act, currently by written consent of all Unit Owners and all Mortgagees, in order for such amendment or amendments to become effective.

ARTICLE XVIII. **MISCELLANEOUS**

Section 1. Enforcement. The Developer, the Master Association, the Council or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event the Master Association or the Developer or the Council institutes legal action to compel enforcement, in addition to any damages, the Master Association or the Developer or the Council shall be entitled to recover from the violating Owner administrative costs, reasonable attorneys' fees (both the fees prior to the institution of legal action and the fees associated with the legal action) and court costs incurred by the Master Association or the Developer or the Council. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions of this Declaration or of the Plats, by any court, governmental or administrative body shall in no way affect any other provision which shall remain in full force and effect and which shall be construed wherever possible as being consistent with applicable law.

Section 3. Construction. All references made herein (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural numbers shall be deemed to have been made respectively in the plural or the singular where appropriate as well.

Section 4. Compliance. This Declaration is set forth in compliance with the requirements of Section 11-101, et seq. of the Act. In the event of any conflict between the Act and this Declaration, the provisions of the Act shall control.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc., have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES LP
BY: JTL CORPORATION, GP

Kathy Awood

By: DSG (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Maire E. Cecil

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

I hereby affirm under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article, if applicable, have been fulfilled.

ATTEST:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy Awood

By: DSG (SEAL)
David S. Gonzenbach, President

ATTEST:

NVR HOMES, INC.

Maire E. Cecil

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

STATE OF ~~MARYLAND~~ ^{Tennessee}
COUNTY OF Hamilton, TO WIT:

On this 18th day of February, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Arnthony J. Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

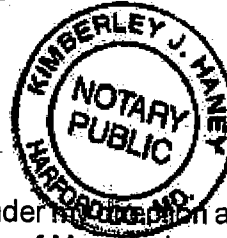
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 22 day of FEB, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Henry
NOTARY PUBLIC

My Commission Expires: 5/8/01



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my supervision and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
Beth Woodland Hargrave
COUNTY SOLICITOR

4321283 656

**AMENDMENT TO THE DECLARATION OF
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.**

WHEREAS, The Garden Condominium at Perry Hall Farms, Inc. (hereinafter the "Condominium") is a duly created condominium by virtue of the recordation of its Declaration and By-Laws (the "By-Laws") in the Land Records of Baltimore County, Liber 13552, Folio 237 *et seq.*; and

WHEREAS, the Council of Unit Owners (the "Council") has determined that it is necessary to amend the current Declaration pertaining to leasing; and

WHEREAS, Article XVI, Section 2 of the Declaration provides that the Declaration may be amended by the affirmative vote of Unit Owners representing at least eighty percent (80%) of the Votes of the Council; and

WHEREAS, Article XV, Section 5(F) of the Declaration requires that written notice of the proposed amendment be sent to all Eligible Mortgagees and the consent of at least fifty-one percent (51%) of the Eligible Mortgagees be obtained; and

WHEREAS, Article I, Section 14 of the Declaration defines an Eligible Mortgagee as a holder of a first mortgage, trustee of a deed of trust or other security interest in a Unit or the beneficiary of any deed of trust on a Unit, which has notified the Council, in writing, of its name and address and that it holds a security interest in a Unit and that it requests notices afforded to Eligible Mortgagees under this Declaration and the By-Laws; and

WHEREAS, the affirmative vote of Unit Owners representing at least eighty percent (80%) of the votes of the Council have approved this Amendment and the requisite percentage of Eligible Mortgages have approved this Amendment.

NOW THEREFORE, the Declaration of The Garden Condominium at Perry Hall Farms, Inc., is hereby amended as follows:

A. Article XV, Section 4 shall be deleted in its entirety and replaced with the following provision:

Section 4. Rental Restriction.

No Unit may be leased or rented at any time or for any period of time, except that a Unit Owner may lease a Unit once during the time of his or her ownership due to an unexpected hardship, such as a no-notice job transfer out of the state. Such a "hardship exception" lease shall be for a maximum period of twelve (12) months or a minimum period of one (1) month. The Unit Owner must obtain prior written approval for the hardship exception from the Board of Directors before the lease may commence. In addition, the Unit Owner must submit to the Board a copy of the written lease agreement which clearly states the term of the lease is no longer than twelve (12) months, no shorter than one (1) month and that the tenants, residents, licensees, agents, guests and invitees

shall be subject to all the provisions of this Declaration, the By-Laws, Rules and Regulations

AFTER RECORDATION TO
FOUNTAINHEAD TITLE GROUP - MATS DIV.
10025 GOVERNOR WARFIELD PARKWAY
SUITE 400, ONE COLUMBIA CENTER
COLUMBIA, MD 21044

2000.10.14

of The Garden Condominium at Perry Hall Farms, Inc. Further, the Unit Owner shall be liable for the expense of all maintenance, repair, or replacement rendered necessary by the act, neglect or carelessness of any member of the tenant's family, residents, employees, agents, licensees, guests or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors of the Condominium.

Unit Owner acknowledges that the Condominium is the Third Party Beneficiary of the Lease and Unit Owner hereby agrees to execute a Third Party Lease Addendum or such other document as may be determined by the Board to be necessary. Unit Owner agrees that the Board of Directors of the Condominium shall, after thirty (30) days written notice to Unit Owner, have the power to terminate the Lease as if it were the Unit Owner, or to bring summary proceedings to evict the Tenant in the name of the Unit Owner in the event of a default by the Tenant in the performance of the terms of the Lease, and the Unit Owner hereby appoints the Condominium and its agents as his or her attorney-in-fact to take actions on his or her behalf. All costs and attorney's fees actually incurred by the Condominium to evict the Tenant will be assessed against the Unit and the owner thereof.

Upon request by the Board, Tenant shall pay to the Board all unpaid annual and special assessments, late charges, interest and attorney's fees, as lawfully determined by the Board of Directors to be due and payable during the term of the Lease or any other period of occupancy by Tenant; provided however, Tenant need not make such payment to the Board in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by Tenant shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to the Unit Owner.

Any written lease in existence on the effective date of this Amendment to Declaration may continue until the end of the designated term of the lease, but not to extend beyond one (1) year from the effective date of this Amendment to Declaration. In addition, should a Unit which is currently being leased be subsequently sold or title to said Unit transferred to another, all rights to lease said Unit shall immediately terminate.

Should this Rental Restriction provision conflict with any provisions contained within this Declaration related to leasing of Units, said other provisions shall be deemed subordinate and the provision stated above shall control.

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B. Article XVIII, Section 1 shall be deleted in its entirety and replaced with the following provision:

Section 1. Enforcement. The Master Association, the Council or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and any Rules and Regulations promulgated by the Board of Directors. In any legal proceeding instituted by the Master Association, the Council or an Owner or arising out of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of such proceeding and all attorney's fees actually incurred. In the event that a legal proceeding was not filed against an Owner, but attorney's fees were nonetheless incurred in enforcing the By-Laws, this Declaration or the duly enacted Rules and Regulations against an Owner, the Council may assess all such attorney's fees against the Owner and thereafter said fees shall constitute a lien against that Owner's Unit and be collectible in the same manner as an assessment.

IN WITNESS THEREOF, on this 15th day of December, 2004, the Council of Unit Owners on behalf of The Garden Condominium at Perry Hall Farms, Inc. executed the foregoing Amendment to the Declaration of The Garden Condominium at Perry Hall Farms, Inc.

The Garden Condominium at Perry Hall Farms, Inc.

By: Richard J. C. Lento
President

By: [Signature]
Secretary

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

[Signature]
Assistant County Attorney
Baltimore County Office of Law

CERTIFICATE OF THE SECRETARY OF
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.

I hereby certify that on the 1st day of December, 2004, that I was acting Secretary of The Garden Condominium at Perry Hall Farms, Inc. at the meeting the Condominium at which the aforesaid Amendment was approved, and that I was the person authorized pursuant to the Condominium's By-Laws to count the votes at said meeting. I further certify that said approval was by the Unit Owners and Eligible Mortgagees having the required percentage of votes required by the Declaration, and that, accordingly, the aforesaid Amendment shall be effective.

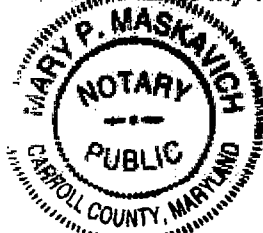
By: *Kit Major*
Secretary

Attest: *Richard Bledsoe*
President

STATE OF MARYLAND
COUNTY OF Carroll

On this 1st day of December 2004, before me, a Notary Public in and for the State of Maryland, appeared Kit Major, the person named as the Secretary of The Garden Condominium at Perry Hall Farms, Inc. known to me (or satisfactory proven) to be the person whose name is subscribed to the Certificate set forth above for the purposes contained therein.

GIVEN under my and seal this 1st day of December, 2004.



Mary P. Maskavich
Notary Public

My Commission expires: 11/1/2008

**FIRST AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(ANNEXING PHASE A5 CONSISTING OF TWELVE (12) UNITS)**

THIS FIRST AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "First Amendment") made as of the 25th day of March, 1999, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. From and after the effective date of this First Amendment, the Declaration, all other prior amendments and this First Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this First Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A 5 Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A 5 Condominium Plats and referred to herein as Phase A 5, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. Creation and Expansion of the Condominium. Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A 5, as more particularly described on the Phase A 5 Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and

mtb

advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A 5, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A 5 Condominium Plats"), which Plats are incorporated herein by reference. The Phase A 5 Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of twenty four (24) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9; included in the Condominium by the recordation of the Declaration and the Condominium Plat;
- B) the twelve (12) additional Units and Common Elements of Phase A 5 located on .484 acres of land, more or less, the addresses of which Units are 12 Brook Farm Court, Units A, B, C, D, E, F, G, H, J, L, M, and N.

The entire Condominium, as expanded by this Amendment, consists of twenty four (24) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this First Amendment and from and after the effective date of this First Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this First Amendment and in the Declaration.

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IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy DeWood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Kimberly J. Stoney

By: Rick Vomadore (SEAL)
Rick Vomadore, Vice President

Tennessee
STATE OF ~~MARYLAND~~
COUNTY OF Hamilton, TO WIT:

On this 24th day of March, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy J. Isham
NOTARY PUBLIC

My Commission Expires: 6/9/01

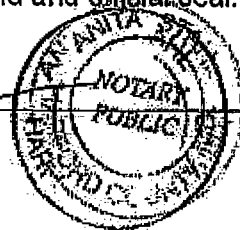
0013748 688

STATE OF MARYLAND
COUNTY OF BALTIMORE, TO WIT:

On this 12th day of May, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/01/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

0013743 689

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

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

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other. Rows include Recording Charge, Surcharge, State Recordation Tax, etc.

5 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)

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: CYNTHIA K. HITT, ESQUIRE
Address: 3600 GONDALL LANE, SUITE 103 OWINGS MILLS MARYLAND 21117

11 Assessment Information
IMPORTANT! BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information: Yes/No
Will the property be conveyed be the grantee's principal residence?
Does transfer include personal property?
Was property surveyed?

Table with columns: Instrument Verification, Transfer Number, Date Recorded, Deed Description, Assessed Property, etc.

TRANSFER TAX NOT REQUIRED
BALTIMORE COUNTY FINANCE OFFICE
Date 5/11/17

Vertical text on the right side of the page, possibly a stamp or reference number.

0713816 454

GCPHF/FINALCONF106C
3/25/99
A 5

**AMENDED AND RESTATED FIRST AMENDMENT TO DECLARATION OF
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(ANNEXING PHASE A5 CONSISTING OF TWELVE (12) UNITS)**

THIS AMENDED AND RESTATED FIRST AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Confirmatory First Amendment") made as of the ~~2nd~~^{19th} day of May, 1999, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. From and after the effective date of the First Amendment, the Declaration, all other prior amendments and the First Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this amendment, the Condominium Plats filed with the Declaration and all other amended Plats shall collectively mean and be referred to as the "Condominium Plats".

C. By First Amendment to the Declaration, the Developer and Vendor/Builder subjected to the Garden Condominium at Perry Hall Farms Phase A5 as that area is shown and described on the Phase A 5 Condominium Plats.

D. The Developer and Vendor/Builder desire to amend and restate the First Amendment in its entirety, for the purpose of correcting the unit identification letters on page 2.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend and restate the First Amendment to the Declaration in its entirety, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A 5, as more particularly described on the Phase A 5 Condominium

DK

Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A 5, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A 5 Condominium Plats"), which Plats are incorporated herein by reference. The Phase A 5 Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of twenty four (24) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9; included in the Condominium by the recordation of the Declaration and the Condominium Plat;
- B) the twelve (12) additional Units and Common Elements of Phase A 5 located on .484 acres of land, more or less, the addresses of which Units are 12 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of twenty four (24) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

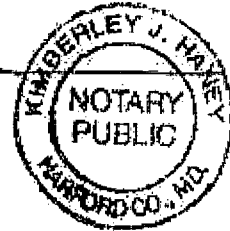
6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of the First Amendment and from and after the effective date of the First Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in the First Amendment and in the Declaration.

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 11TH day of JUNE, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Harvey
NOTARY PUBLIC



My Commission Expires: 5/8/01

CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt

CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

**REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS**
Beth Woodland Harvey

COUNTY SOLICITOR

001381-450

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.

Form with sections 1-10: Type(s) of Instruments, Conveyance Type, Tax Exemptions, Consideration and Tax Calculations, Fees, Description of Property, Transferred From, Transferred To, Other Names to Be Indexed, Contact/Mail Information. Includes handwritten notes and stamps.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
10-14-99 Dec 31-1999 DEC

State Department of Assessments and Taxation

FD STATE # 2.00
RECORDING FEE 20.00
RC # 38617
Blk # 1473
147 1999 12:23 PM

Distribution: White - Clerk's Office
County - SDAT
Pink - Office of Finance
Gold - Board of Planning

**SECOND AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(ANNEXING PHASE A3-b CONSISTING OF TWELVE (12) UNITS)**

THIS SECOND AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Second Amendment") made as of the 2nd day of June, 1999, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999 and the Amended and Restated First Amendment to Declaration dated May 2ND 1999, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the TWELVE (12) Units and Common Elements in Phase A5. From and after the effective date of this Second Amendment, the Declaration, all other prior amendments and this Second Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Second Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A3-b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A3-b Condominium Plats and referred to herein as Phase A3-b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A3-b, as more particularly described on the Phase A3-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon

and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A3-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A3-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase A3-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of thirty six (36) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9 included in the Condominium by the recordation of the Declaration and the Condominium Plat;
- B) the twelve (12) Units and Common Elements of Phase A 5;
- C) the additional twelve (12) Units and Common Elements located on .430 acres of land, more or less, described as Phase A3-b and the addresses of which Units are 16 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of thirty six (36) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats, filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Second Amendment and from and after the effective date of this Second Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Second Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Marion Gayd

By: DSG (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Rick Vornadore

By: Rick Vornadore V.P. (SEAL)
Rick Vornadore, Vice President

Tennessee
STATE OF MARYLAND
COUNTY OF Hamilton, TO WIT:

On this 2nd day of June, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

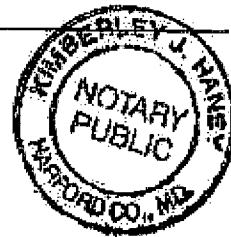
On this 11th day of JUNE, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Hanks

NOTARY PUBLIC

My Commission Expires: 5/8/01



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt

CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

**REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS**
Beth Woodland-Raynor

COUNTY SOLICITOR

**THIRD AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(ANNEXING PHASE A6-b CONSISTING OF TWELVE (12) UNITS)**

THIS THIRD AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Third Amendment") made as of the ~~30th~~ day of ~~June~~, 1999, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, and Second Amendment dated on or about June 2, 1999, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the six (6) Units and Common Elements in Phase A5 and the twelve (12) Units and Common Elements in Phase A6-b, respectively. From and after the effective date of this Third Amendment, the Declaration, all other prior amendments and this Third Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Third Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A6-b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A6-b Condominium Plats and referred to herein as Phase A6-b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as

Phase A6-b, as more particularly described on the Phase A6-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A6-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A6-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase A6-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of forty eight (48) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
the twelve (12) Units and Common Elements of Phase A 5;
the twelve (12) Units and Common Elements of Phase A3-b; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the twelve (12) additional Units and Common Elements of Phase A6-b located on 1.201 acres of land, more or less, the addresses of which Units are 5 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of forty eight (48) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Third Amendment and from and after the effective date of this Third Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Third Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E Auwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Rick Vornadore

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

^{Jennesse}
STATE OF ~~MARYLAND~~
COUNTY OF Hamilton, TO WIT:

On this 30th day of June, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Barbara Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

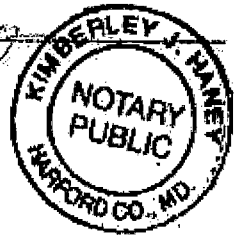
0013878 3631

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 1st day of July, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Hines
NOTARY PUBLIC



My Commission Expires: 5/8/01

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt

CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

**REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS**
[Signature]

COUNTY SOLICITOR

U013878 364

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 Block Ink Only - All Capital Must Be Legible)

(Check Box if Addendum Intake Form is Attached)

RECORDING FEE 2.00 26.00 22.00
Rpt # 51935
Bk # 114
8/1, 1999 83:15 PA

1 Type(s) of Instruments: Deed, Mortgage, Other AMENDED DECLARATION
2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

4 Consideration and Tax Calculations: Table with columns for Consideration Amount and Finance Office Use Only (Transfer and Recordation Tax Consideration).

6 Fees: Table with columns for Amount of Fees, Doc. 1, Doc. 2, and Agent.

8 Description of Property: District 11th, Property Tax ID No. (1), Grantor Lot(s)/Folio, Map, Parcel No., Var. LOG. Includes subdivision name THE GARDEN CONDOMINIUM AT PERRY HALL FARMS.

7 Transferred From: Doc. 1 - Grantor(s) Name(s) PERRY HALL FARMS JOINT VENTURE & NEW HOMES, INC.

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: CYNTHIA K. HITT, ESQUIRE, Address: 3600 CRONDALL LANE, SUITE 101 OWINGS HILLS, MD 21117

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER. Assessment Information: Will the property being conveyed be the grantee's principal residence?

11 Terminal Verification: Table with columns for Transfer Number, Date Recorded, Year, and various verification fields.

TRANSFER TAX NOT RECLAIMED
DATE OF DEED: 8/1/99
DATE OF RECORDING: 8/1/99

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance

**FOURTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(ANNEXING PHASE A6-a CONSISTING OF TWELVE (12) UNITS)**

THIS FOURTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Fourth Amendment") made as of the 9th day of August, 1999, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, and Third Amendment dated June 30, 1999 each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b and the twelve (12) Units and Common Elements in Phase A6-b, respectively. From and after the effective date of this Fourth Amendment, the Declaration, all other prior amendments and this Fourth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Fourth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A6-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A6-a Condominium Plats and referred to herein as Phase A6-a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A6-a, as more particularly described on the Phase A6-a Condominium Plats, together

with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A6-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A6-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase A6-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of sixty (60) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the twelve (12) additional Units and Common Elements of Phase A6-a located on 0.590 acres of land, more or less, the addresses of which Units are 7 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of sixty (60) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests in Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Fourth Amendment and from and after the effective date of this Fourth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Fourth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Marion Layd

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Rick Vornadore

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

~~ANNAPOLIS~~
STATE OF MARYLAND
COUNTY OF Stennis, TO WIT:

On this 9th day of August, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Deborah Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

REVIEWED
ANNAPOLIS COUNTY
CLERK OF SOLICITOR

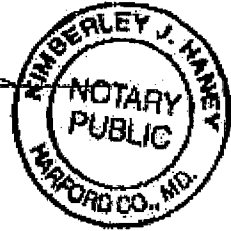
0013971 058

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 11th day of August, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Hines
NOTARY PUBLIC



My Commission Expires: 5/8/01

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

00.3971.059

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)

(Check Box if Addendum Intake Form is Attached)

RECORDING FEE 2.00
20.00
22.00
RAGG Rpt # 77787
CR Rpt # 2159
9/1999 18:45 aa

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (If Applicable)
4 Consideration and Tax Calculations

Table with columns: Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Finance Office Use Only, Transfer and Recording Tax Consideration, TOTAL DUE

5 Fees
Amount of Fees
Recording Charge
Surcharges
State Recording Tax
State Transfer Tax
County Transfer 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).

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: CYNTHIA K. HITT, ESQUIRE
Address: 1600 CRONDALL LANE, SUITE 109 FORT MEADE, MARYLAND 21117
Phone: (410) 363-9600

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.

Table with columns: Transfer Date, Year, Lot, Block, Sub, Parcel, Plat, Sec. 5d, Assessed Property No., Remarks

TRANSFER TAX NOT RECALCULATED
DATE: 11/19/99
11/19/99 3:00 PM

Distribution: White - Clerk's Office
Grey - SDAT
Pink - Office of Finance

**FIFTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(ANNEXING PHASE A4-a CONSISTING OF TWELVE (12) UNITS)**

THIS FIFTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Fifth Amendment") made this 14th day of September, 1999, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, and the Fourth Amendment dated August 9, 1999, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, and the twelve (12) Units and Common Elements in Phase A6-a respectively. From and after the effective date of this Fifth Amendment, the Declaration, all other prior amendments and this Fifth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Fifth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A4-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A4-a Condominium Plats and referred to herein as Phase A4-a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A4-a, as more particularly described on the Phase A4-a Condominium Plats, together with the buildings and

the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A4-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A4-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase A4-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of seventy two (72) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the twelve (12) additional Units and Common Elements of Phase A4-a, located on 0.719 acres of land, more or less, the addresses of which Units are 11 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of seventy two (72) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Fifth Amendment and from and after the effective date of this Fifth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Fifth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Newwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Rick Vornadore

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 14th day of September, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Boothey Johnson
NOTARY PUBLIC

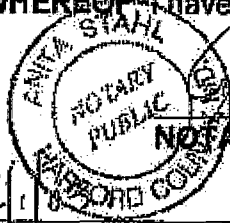
My Commission Expires: 6/9/01

014084 398

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 8th day of Oct, 1999, before the undersigned officer, personally appeared Rick Vomadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


Anita Stahl
NOTARY PUBLIC

My Commission Expires: 11/1/02

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
Debra M. ...
COUNTY SOLICITOR

0014084 959

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.

FILED IN SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Date 13, 1999
Rpt # 72785
Blk # 1163
12:30 PM

1 Type(s) of Instruments: Deed, Mortgage, Other Amended Declaration, etc.
2 Conveyance Type Check Box: Arms-Length, Unimproved Sale, etc.
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

4 Consideration and Tax Calculations: Table with columns for Purchase Price, Transfer Tax, and Recording Fees.

5 Fees: Recording Charge, State Recording Tax, State Transfer Tax, County Transfer Tax, etc.
6 Description of Property: The Garden Condominium at Perry Hall Farms, 11 Brook Farm Court, etc.

7 Transferred From: Perry Hall Farms Joint Venture and NVR Homes, Inc.
8 Transferred To: [Blank]

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

10 Contact/Mail Information: Name: Cynthia K. Hitt, Esquire, Address: 3600 Grondall Lane, Suite 103, etc.

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTO COPY MUST ACCOMPANY EACH TRANSFER. Assessment Information, Landmark Verification, etc.

Vertical stamp: RECEIVED BY THE CLERK'S OFFICE... DATE 10-13-99...

Distribution: White - Clerk's Office, Green - SDAT, Pink - Office of Finance

**SIXTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(ANNEXING PHASE A8-a CONSISTING OF TWELVE (12) UNITS)**

THIS SIXTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Sixth Amendment") made this 3rd day of January, 2000, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, and the Fifth Amendment dated September 1, 1999, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, and the twelve (12) Units and Common Elements in Phase A4-a, respectively. From and after the effective date of this Sixth Amendment, the Declaration, all other prior amendments and this Sixth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Sixth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A8-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A8-a Condominium Plats and referred to herein as Phase A8-a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A8-a, as more particularly described on the Phase A8-a Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A8-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A8-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase A8-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of eighty four (84) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the additional twelve (12) Units and Common Elements of Phase A8-a, located on 0.512 acres of land, more or less, the addresses of which Units are Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of eighty four (84) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests in Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this ~~Six~~ ^{Six}th Amendment and from and after the effective date of this ~~Six~~ ^{Six}th Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this ~~Six~~ ^{Six}th Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Auwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 3rd day of January, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Barbara Graham
NOTARY PUBLIC

My Commission Expires: 6/9/01

14277 155

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

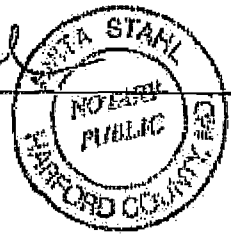
[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF BALTIMORE, TO WIT:

On this 10th day of January, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC


My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR 2204

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.

FD SURE \$
RECORDING FEE
BAG2 Rct # 68126
BC BK # 1999
24, 2000 83:48 PM

Form with sections 1-11: 1. Type(s) of Instruments, 2. Conveyance Type, 3. Tax Exemptions, 4. Consideration and Tax Calculations, 5. Fees, 6. Description of Property, 7. Transferred From, 8. Transferred To, 9. Other Names to Be Indexed, 10. Contact/Mail Information, 11. Assessment Information.

TRANSFER TAX NOT REQUIRED
Director of Finance and Taxation
Maryland Department of Assessments and Taxation
State Department of Assessments and Taxation
Sec. 41-102

Table with columns: Territorial Verification, Agricultural Verification, Other, Tax, Precinct Verification. Rows include Year, Loc, Baltimore, Total, and various codes.

Distribution: White - Clerk's Office
Grey - SDAT
Pink - Office of Finance

**SEVENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(ANNEXING PHASE B7-b CONSISTING OF TWELVE (12) UNITS)**

THIS SEVENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Seventh Amendment") made the 22nd day of November, 1999, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, and the Sixth Amendment dated January 3, 2000, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, and the twelve (12) Units and Common Elements in Phase A8-a, respectively. From and after the effective date of this Seventh Amendment, the Declaration, all other prior amendments and this Seventh Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Seventh Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B7-b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B7-b Condominium Plats and referred to herein as Phase B7-b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B7-b, as more particularly described on the Phase B7-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B7-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B7-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase B7-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of ninety six (96) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
the twelve (12) Units and Common Elements of Phase A 5;
the twelve (12) Units and Common Elements of Phase A3-b;
the twelve (12) Units and Common Elements of Phase A6-b;
the twelve (12) Units and Common Elements of Phase A6-a;
the twelve (12) Units and Common Elements of Phase A4-a;
the twelve (12) Units and Common Elements of Phase A8-a; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the additional twelve (12) Units and Common Elements of Phase B7-b, located on 0.442 acres of land, more or less, the addresses of which Units are 9613 Haven Farm Road, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of ninety six (96) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this th Amendment and from and after the effective date of this th Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this th Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Aeward

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Rick Vornadore

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF DeKalb, TO WIT:

On this 22nd day of November, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kathy J. Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

9014362 054

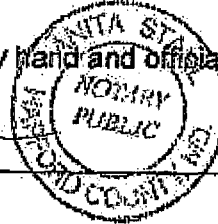
STATE OF MARYLAND
COUNTY OF HARFORD TO WIT:

On this 10th day of March, 2000, before the undersigned officer, personally appeared Rick Vomadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rita Stahl

NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt

CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

2590
REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

Nancy Allen
COUNTY SORITOR
County

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.

FD 3026 2.00
RECORDING FEE 25.00
17: 2685 82:48 PM

Form with sections 1-11 including: 1. Type(s) of Instruments, 2. Conveyance Type, 3. Tax Exemptions, 4. Consideration and Tax Calculations, 5. Fees, 6. Description of Property, 7. Transferred From, 8. Transferred To, 9. Other Names to Be Indexed, 10. Contact/Mail Information, 11. Assessment Information.

TRANSFER TAX NOT REQUIRED
Director of Assessments and Finance
BALTIMORE COUNTY, MARYLAND

Distribution: White - Clerk's Office
Grey - SDAT
Pink - Office of Finance

**EIGHTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(ANNEXING PHASE A3-a CONSISTING OF TWELVE (12) UNITS)**

THIS EIGHTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Eighth Amendment") made the 10th day of April, 2000, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, and Seventh Amendment dated November 22, 1999, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, and the twelve (12) Units and Common Elements in Phase B7-b, respectively. From and after the effective date of this Eighth Amendment, the Declaration, all other prior amendments and this Eighth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Eighth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the PhaseA3-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the PhaseA3-a Condominium Plats and referred to herein as PhaseA3-a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A3-a, as more particularly described on the Phase A3-a Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A3-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A3-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase A3-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of one hundred eight (108) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A8-b;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the additional twelve (12) Units and Common Elements of Phase A3-a, located on 0.432 acres of land, more or less, the addresses of which Units are 18 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of one hundred eight (108) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

014422.379

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Ninth Amendment and from and after the effective date of this Ninth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Ninth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Alwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Rick Vornadore

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 10th day of April, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Johnson
NOTARY PUBLIC


My Commission Expires: 6/9/01

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

0014422.380

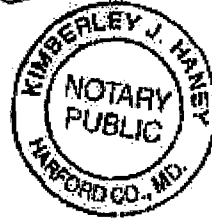
On this 19 day of APRIL, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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



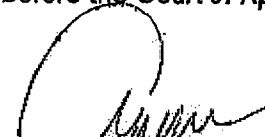
NOTARY PUBLIC

My Commission Expires: 05/08/01



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
AND APPROVED FOR EXECUTION.

OFFICE OF LAW

By: 

ASSISTANT COUNTY SOLICITOR

Attorney

00.422 381

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.

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

5 Fees
Amount of Fees
Recording Charge
Search Fee
State Recording Tax
State Transfer Tax
County Transfer 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).

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, as Contact Person
Name: Cynthia K. Mitter
Address: 3600 Goodall Lane, Suite 103, Owings Mills, MD 21117
Phone: (410) 363-0600

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).

Table with columns: Transfer Method, Agricultural Valuation, Other, and Transfer Purpose. Includes rows for Fee, Land, Building, and Total.

Distribution: While - Clerk's Office
County - SDAT
City - Office of Finance

TRANSFERS TAX NOT REQUIRED
Director of Assessments and Finance
BALTIMORE COUNTY MARYLAND
Date: 1/11/00

FD USE \$ 2.00
RECORDING FEE 29.00
TOTAL 31.00
Doc # 2803 Act # 85374
TD Bill # 1525
28 JAN 2000 9:14 AM

**NINTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase B7-a)**

THIS NINTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Ninth Amendment") made the 8th day of May, 2000, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, and Eighth Amendment dated March 15, 2000, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, and the twelve (12) units in Phase A3-a, respectively. From and after the effective date of this Ninth Amendment, the Declaration, all other prior amendments and this Ninth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the B7-a Condominium Plats (hereinafter defined). From and after the effective date of this Ninth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B7-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B7-a Condominium Plats and referred to herein as Phase B7-a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B7-a, as more particularly described on the Phase B7-a Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B7-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B7-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase B7-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of one hundred twenty (120) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the additional twelve (12) Units and Common Elements of Phase B7-b, located on 0.372 acres of land, more or less, the addresses of which Units are 9615 Haven Farm Road, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of one hundred twenty (120) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Ninth Amendment and from and after the effective date of this Ninth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Ninth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

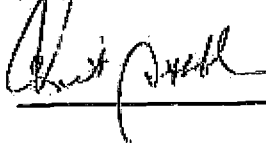
DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

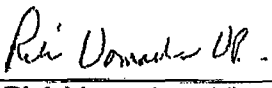
Kathy E. Alwood

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.




By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 8th day of May, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


NOTARY PUBLIC

My Commission Expires: 6/9/01

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS


COUNTY SOLICITOR

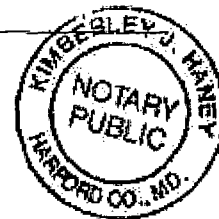
00 4506 37A

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 19th day of MAY, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


NOTARY PUBLIC



My Commission Expires: 05/08/01

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

0014506 075

State of Maryland Land Instrument Intake Sheet

Baltimore City & County, Baltimore

Information provided for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

Check Box if Additional Intake Form is Attached

1 Type(s) of Instruments: Mortgage, Other: None

2 Conveyance Type: Mortgage, Lease, Unimproved Sale, Arms-Length, Arms-Length (P)

3 Tax Exemptions (if Applicable): None

4 Consideration and Tax Calculations: None

5 Fees: None

6 Other Names to Be Indexed: None

7 Transferred From: Ferry Hall Kymn Joint Venture and NYR Bureau, Inc.

8 Transferred To: None

9 Description of Property: 9615 Haven Baym Road, Unit A, Chevy Chase, Md.

2.98 22.88 2014 # 71671 2014 # 71671 2014 # 71671

Transfer and Recording Tax Consideration: \$0

Transfer Tax Consideration: \$0

Parcel No. 7166

Var. L09

Pin Rec. 0-372

Water Meter Account No.

Doc. 1 - Grantor(s) Name(s): Ferry Hall Kymn Joint Venture and NYR Bureau, Inc.

Doc. 2 - Grantee(s) Name(s): None

Doc. 1 - Additional Names to be Indexed (Optional): None

Doc. 2 - Opposite of Record, if Different from Grantor(s): None

Doc. 1 - Grantor(s) Name(s): None

Doc. 2 - Grantee(s) Name(s): None

Doc. 1 - Additional Names to be Indexed (Optional): None

Doc. 2 - Opposite of Record, if Different from Grantor(s): None

Doc. 1 - Grantor(s) Name(s): None

Doc. 2 - Grantee(s) Name(s): None

Doc. 1 - Additional Names to be Indexed (Optional): None

Doc. 2 - Opposite of Record, if Different from Grantor(s): None

Doc. 1 - Grantor(s) Name(s): None

Doc. 2 - Grantee(s) Name(s): None

Doc. 1 - Additional Names to be Indexed (Optional): None

Doc. 2 - Opposite of Record, if Different from Grantor(s): None

Doc. 1 - Grantor(s) Name(s): None

Doc. 2 - Grantee(s) Name(s): None

Doc. 1 - Additional Names to be Indexed (Optional): None

Doc. 2 - Opposite of Record, if Different from Grantor(s): None

Doc. 1 - Grantor(s) Name(s): None

Doc. 2 - Grantee(s) Name(s): None

Doc. 1 - Additional Names to be Indexed (Optional): None

Doc. 2 - Opposite of Record, if Different from Grantor(s): None

Doc. 1 - Grantor(s) Name(s): None

Doc. 2 - Grantee(s) Name(s): None

TRANSFER TAX NOT REQUIRED
BALTIMORE COUNTY MARYLAND
Date 10/26/00

Distribution: White - Clerk's Office, Gray - SDAT, Pink - Office of Finance

**TENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase A2 - b)**

THIS TENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Tenth Amendment") made the 15th day of July, 2000, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013662, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, and Ninth Amendment dated May 8, 2000, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, and the twelve (12) Units and Common Elements in Phase B7 - a, respectively. From and after the effective date of this Tenth Amendment, the Declaration, all other prior amendments and this Tenth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Tenth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A2 - b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A2 - b Condominium Plats and referred to herein as Phase A2 - b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A2 - b, as more particularly described on the Phase A2 - b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A2 - b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A2 - b Condominium Plats"), which Plats are incorporated herein by reference. The Phase A2 - b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of one hundred thirty (132) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-b; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the additional twelve (12) Units and Common Elements, located on 0.700 acres of land, more or less, the addresses of which Units are 13 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of one hundred thirty-two (132) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Tenth Amendment and from and after the effective date of this Tenth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Tenth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

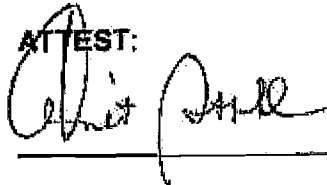
DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

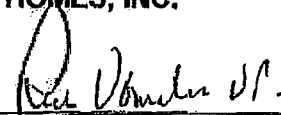
Kurtin E. Woodward

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

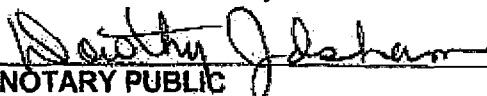


By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 17th day of July, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


NOTARY PUBLIC

My Commission Expires: 6/9/2001

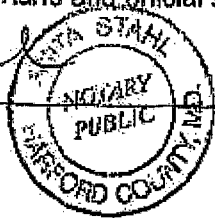
0 14649 638

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 11 day of August, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Quinta Stahl
NOTARY PUBLIC



My Commission Expires: 4/1/05

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT**
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
Constance A. ...
BALTIMORE COUNTY SDRIGHTOR

0014641 639

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.)

(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
4 Consideration and Tax Calculations

Table with columns for Consideration Amount and Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

5 Fees
Table with columns for Amount of Fees, Doc. 1, Doc. 2, and Agent. Rows include Recording Charge, Surchage, State Recordation Tax, etc.

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)

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: Cynthia K. Hill, Esquire
Address: 3600 Grandall Lane, Suite 102, Owings Mills, MD 21117

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

TRANSPER TAX NOT REQUIRED
Director of Revenue and Finance
BALTIMORE COUNTY DEPARTMENT
Date: 1/16/18

RECEIVED
RECORDATION FEE
REC # 24921
REC # 2087
12:22 PM

**ELEVENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase B4 - b)**

THIS ELEVENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Eleventh Amendment") made as of the 1st day of September, 2000, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, and Tenth Amendment dated July 15, 2000, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7 - a, and the twelve (12) Units and Common Elements in Phase A2 - b, respectively. From and after the effective date of this Eleventh Amendment, the Declaration, all other prior amendments and this Eleventh Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Eleventh Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B4 - b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B4 - b Condominium Plats and referred to herein as Phase B4 - b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B4 - b, as more particularly described on the Phase B4 - b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B4 - b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B4 - b Condominium Plats"), which Plats are incorporated herein by reference. The Phase B4 - b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of one hundred forty four (144) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A2 - b; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the additional twelve (12) Units and Common Elements of Phase B4 - b, located on 0.517 acres of land, more or less, the addresses of which Units are Haven Farm Road, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of one hundred forty four (144) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

3. **Percentage interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Eleventh Amendment and from and after the effective date of this Eleventh Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Eleventh Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Richard Watson

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Maria Cecil

By: *Rick Vomadore* (SEAL)
Rick Vomadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 5th day of September, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

0014749-200

Kath E. Wood
NOTARY PUBLIC

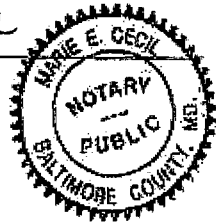
My Commission Expires: 6/9/01

STATE OF MARYLAND
COUNTY OF Baltimore, TO WIT:

On this 4 day of October, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Marie E. Cecil
NOTARY PUBLIC



My Commission Expires: 10/22/00

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

Reviewed for Baltimore County
Requirements
[Signature]
10/10/00

1

00141192111

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
(Check Box if Addendum Intake Form is Attached)

1	Type(s) of Instruments	<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Other Amendment <input type="checkbox"/> Declaration <input type="checkbox"/> Other	FD 3026 FEE 26.00 25.00
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Account <input type="checkbox"/> Not an Arms-Length Sale	Rec'd # 7852 CR 12/28/00 Blk # 255 02:52 PM
3	Tax Exemptions (if Applicable) Clear Explain Authority	Recording 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	\$		X () % =	\$
	Balance of Existing Mortgage	\$		Less Exemption Amount =	\$
	Other:	\$		Total Transfer Tax =	\$
	Other:	\$		Recordation Tax Consideration =	\$
	Full Cash Value	\$		X () per \$500 =	\$
				TOTAL DUE	\$

5	Fees	Amount of Fees		Agent:
		Doc. 1	Doc. 2	
	Recording Charge	\$	\$	Agent: <i>[Signature]</i>
	Surcharge	\$	\$	Tax Bill:
	State Recordation Tax	\$	\$	C.B. Credit: <i>[Signature]</i>
	State Transfer Tax	\$	\$	Ag. Tax/Other:
	County Transfer Tax	\$	\$	
	Other	\$	\$	
	Other	\$	\$	

6	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
	11th					<input type="checkbox"/> (5)	
	Subdivision Name		Lot (3a)	Block (3b)	Sec/WAB (3c)	Flnt Ref.	SqFt/Acreage (6)
	The Garden Condominium at Perry Hall Farms					71/64	0.517 Ac
9606 Farm Haven Road A through N (excluding T) Other Property Identifiers (if applicable) Water Meter Account No.							
Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: <i>[Signature]</i>							
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:							

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		Perry Hall Farms Joint Venture and NVR Homes, Inc.	
		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)
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		<input checked="" type="checkbox"/> Return to Contact Person
		Name: Cynthia Hirt Kent	Address: 3600 Crandall Lane, Suite 105, Beluga Mills, MD 21117-2233	Phone: (410) 363-9600
				<input type="checkbox"/> Return Address Provided

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).

Transferor's Description		Acquiree's Description		Deed Reference		Transferor's Description	
Year	Form	Year	Form	Map	Sub	Block	Lot

TRANSFER TAX NOT REQUIRED
 DIRECTOR OF BUILDING AND PERMITS
 BALTIMORE COUNTY, MARYLAND
 Per: *[Signature]*
 Authorized Signatory
 Date: 12/28/00

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance

**TWELFTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, PhaseA2 - a)**

THIS TWELFTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Twelfth Amendment") made as of the 1st day of October, 2000, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, and Eleventh Amendment dated October 1, 2000, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7 - a, the twelve (12) Units and Common Elements in Phase A2 - b, and the twelve (12) Units and Common Elements in Phase B4-b, respectively. From and after the effective date of this Twelfth Amendment, the Declaration, all other prior amendments and this Twelfth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Twelfth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A2 - a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A2 - a Condominium Plats and referred to herein as Phase A2 - a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A2 - a, as more particularly described on the Phase A2 - a Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A2 - a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A2 - a Condominium Plats"), which Plats are incorporated herein by reference. The Phase A2 - a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of one hundred fifty six (156) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A2 - b;
 the twelve (12) Units and Common Elements of Phase B4-b; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the additional twelve (12) Units and Common Elements of Phase A2 - a, located on 0.516 acres of land, more or less, the addresses of which Units are 15 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of one hundred fifty six (156) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Twelfth Amendment and from and after the effective date of this Twelfth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Twelfth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

Robert Watson

DEVELOPER:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

ATTEST:

Marie Cecil

VENDOR/BUILDER:

NVR HOMES, INC.

By: *Rick Vornadore* (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 24th day of October, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/2001

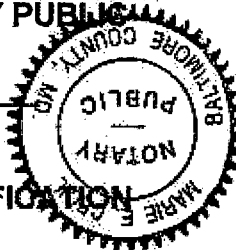
STATE OF MARYLAND
COUNTY OF Baltimore, TO WIT:

On this 16th day of November, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Marie E. Cecil
NOTARY PUBLIC

My Commission Expires: 10/01/04



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

Reviewed for Baltimore County Requirements:
Joyce A. Stje 11-9-00
OFFICE OF THE COUNTY ATTORNEY

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)

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

Table with columns: Consideration and Tax Calculations, Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer and Recordation Tax Consideration, TOTAL DUE.

Table with columns: Fees, Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other.

5 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. 3 - 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: Cynthia Hitt Kent
Firm:
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117 Phone: (410) 353-9600

11 Assessment Information
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).

Table with columns: Terminal Verifications, Agricultural Verification, Whole, Part, Trac. Process Verification, Assigned Property No., Block, Plat, Lot, Section, Occ. Cd., Ec. Cd. Rows include Land, Buildings, Tract, Gpc, Map, Grid, Plat, Section, Ec. Cd., Ex. St., Ec. Cd.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
For: [Signature]
Applied Surveys
Date: 11-18-2000 Sec 33-130

Space Reserved for County Validation

Distribution: White - Clerk's Office
Canary - SDAT

Vertical text on right side: State Department of Assessments and Taxation, Baltimore County Finance Office, Fee Schedule, etc.

**THIRTEENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase A7)**

THIS THIRTEENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Thirteenth Amendment") made as of the 1st day of December, 2000, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, and Eleventh Amendment dated October 1, 2000, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7 - a, the twelve (12) Units and Common Elements in Phase A2 - b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, respectively. From and after the effective date of this Thirteenth Amendment, the Declaration, all other prior amendments and this Thirteenth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Thirteenth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A7 Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A7 Condominium Plats and referred to herein as Phase A7, which Condominium Plats are described herein. NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A7, as more particularly described on the Phase A7 Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A7, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A7 Condominium Plats"), which Plats are incorporated herein by reference. The Phase A7 Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of one hundred sixty eight (168) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A2 - b;
 the twelve (12) Units and Common Elements of Phase B4-b;
 the twelve (12) Units and Common Elements of Phase A2 - a; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the additional twelve (12) Units and Common Elements of Phase A7, located on 0.844 acres of land, more or less, the addresses of which Units are 6 Brook Farm Court, Units A thru M, excluding I.

Phase A7-a and Phase A7-b, earlier shown on the Condominium Plats as two separate future Phases with twelve Units and Common Elements in each Phase, have now been combined into one Phase with twelve Units and Common Elements.

The entire Condominium, as expanded by this Amendment, consists of one hundred sixty eight (168) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Thirteenth Amendment and from and after the effective date of this Thirteenth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Thirteenth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

Kathy E. Auwood

DEVELOPER:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

Rick Vornadore

VENDOR/BUILDER:

NVR HOMES, INC.

By: Rick Vornadore VP (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 4th day of December, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy J. Johnson
NOTARY PUBLIC


My Commission Expires: 6/9/2001

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 11th day of December, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

[Signature]
Received for Harford County Register
Not County ATM.
12/13/00

THE CLERK'S OFFICE
RECORDING FEE
TOTAL
BASE FEE \$ 75.00
FEE \$ 1.00
TOTAL \$ 76.00
DEC 14 2008 03:23 PM

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)

Check Box if Addendum Intake Form is Attached.

1 Type(s) of Instruments
Deed Mortgage Other Decedent's
Deed of Trust Lease Decedent's

2 Conveyance Type
Check Box Improved Sale Unimproved Sale Multiple Accounts Not an Arms-
Arms-Length [1] Arms-Length [2] Arms-Length [3] Length Sale [9]

3 Tax Exemptions (if Applicable)
Recordation
State Transfer
Cite or Explain Authority: County Transfer

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

5 Fees

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$	\$	Tax Bill:
Surcharge	\$	\$	
State Recordation Tax	\$	\$	C.B. Credit:
State Transfer Tax	\$	\$	
County Transfer Tax	\$	\$	Ag. Tax/Other:
Other	\$	\$	
Other	\$	\$	

Rec'd by County Attorney

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: 11th Property Tax ID No. (1): Grantor Liber/Folio: Map: Parcel No.: Var. LOG: (5)

Subdivision Name: The Courtyard Condominium at Perry Hall Farms Lot (3a): Block (3b): Sect/AR(3c): Plat Ref.: 7116 SqFt/Acreage (4): 10,844 sq

Location/Address of Property Being Conveyed (2): 10 Brook Farm Court Units A through M (excluding I)

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): Perry Hall Farms Joint Venture and MVP Homes Inc.

Doc. 2 - Grantor(s) Name(s):

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):

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: Cynthia Hill-Kent Return to Contact Person

Name: Cynthia Hill-Kent

Firm: Hold for Pickup

Address: 3600 Candall Lane, Suite 105 Owings Mill, MD 21117 Phone: 410-363-9600 Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information: Will the property being conveyed be the grantee's principal residence? Yes No

Does transfer include personal property? If yes, identify:

Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). Yes No

Assessment Use Only - Do Not Write Below This Line

Transfer Number	Date Received	Dead Recharge	Assigned Property No.
Year	FD	Gen	Map
Lead	FD	Gen	Sub
Build	FD	Gen	Plat
Total	FD	Gen	Section
	FD	Gen	Ass. Cd.

REMARKS:

TRANSFER TAX NOT REQUIRED
DIRECTOR OF REVENUE AND FINANCE
BALTIMORE COUNTY MARYLAND
Date: 12/14/08
Authorized Signature: [Signature]
Doc # 23-909 Dec

**FOURTEENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase A4-b)**

THIS FOURTEENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Fourteenth Amendment") made as of the 8th day of February, 2001, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000 and the Thirteenth Amendment dated December 1, 2000 each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7 - a, the twelve (12) Units and Common Elements in Phase A2 - b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase A2-a, and the twelve (12) Units and Common Elements in Phase A7, respectively. From and after the effective date of this Fourteenth Amendment, the Declaration, all other prior amendments and this Fourteenth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Fourteenth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A4-b Condominium Plats filed herewith

shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A4-b Condominium Plats and referred to herein as Phase A4-b, which Condominium Plats are described herein. NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A4-b, as more particularly described on the Phase A4-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A4-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A4-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase A4-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of one hundred sixty eight (168) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A 9;
 the twelve (12) Units and Common Elements of Phase A 5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-~~4~~;
 the twelve (12) Units and Common Elements of Phase A2 - b;
 the twelve (12) Units and Common Elements of Phase B4-b;
 the twelve (12) Units and Common Elements of Phase A2 - a;
 the twelve (12) Units and Common Elements of Phase a7; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) Twelve (12) Units and Common Elements of Phase A4-b, located on 0.695 acres of

land, more or less, the addresses of which Units are 9 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of one hundred eighty (180) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

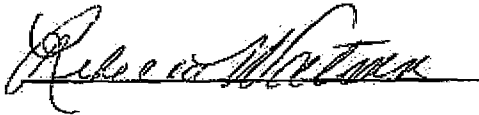
4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Fourteenth Amendment and from and after the effective date of this Fourteenth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Fourteenth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:



DEVELOPER:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

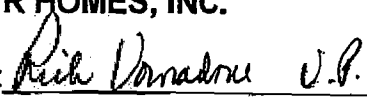
BY: JTL CORPORATION, GP

By:  (SEAL)

David S. Gonzenbach, President

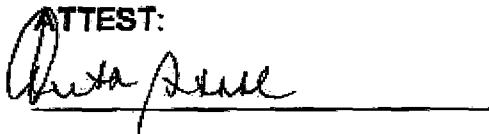
VENDOR/BUILDER:

NVR HOMES, INC.

By:  (SEAL)

Rick Vornadore, Vice President

ATTEST:



0014992 423

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 8th day of February, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Donothy Graham
NOTARY PUBLIC

My Commission Expires: 6/9/2001

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 14th day of February, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Amiya Stahl
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Dwings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS:
OFFICE OF LAW
By: John A. Ste 02-20-01
ASSISTANT COUNTY ATTORNEY
4

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)

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

4 Consideration Amount and Finance Office Use Only

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, and TOTAL DUE.

5 Fees Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer 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).

7 Transferred From Table with columns: Doc. 1 - Grantor(s) Name(s), Doc. 2 - Grantor(s) Name(s).

8 Transferred To Table with columns: Doc. 1 - Grantee(s) Name(s), Doc. 2 - Grantee(s) Name(s).

9 Other Names to Be Indexed Table with columns: Doc. 1 - Additional Names to be Indexed (Optional), Doc. 2 - Additional Names to be Indexed (Optional).

10 Contact/Mail Information Form with fields for Name, Address, and Phone.

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER. Assessment information section.

Assessment Use Only - Do Not Write Below This Line. Includes Transfer Number, Date Received, and various verification checkboxes.

Distribution: White - Clerk's Office, Canary - SDAT

Vertical stamp: TRANSFER TAX NOT REQUIRED. Director of Budget and Finance BALTIMORE COUNTY, MARYLAND. Date: 2/1/01.

Vertical stamp: RECEIVED FEB 1 11 46 AM. Includes other administrative markings.

**FIFTEENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase B6)**

THIS FIFTEENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Fifteenth Amendment") made as of the 1st day of April, 2001, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, and Fourteenth Amendment dated February 8, 2000, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase A7, respectively. From and after the effective date of this Fifteenth Amendment, the Declaration, all other prior amendments and this Fifteenth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Fifteenth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B6 Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B6 Condominium Plats and referred to herein as Phase B6, which Condominium Plats are described herein. NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B6, as more particularly described on the Phase B6 Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B6, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B6 Condominium Plats"), which Plats are incorporated herein by reference. The Phase B6 Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of one hundred ninety two (192) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
 the twelve (12) Units and Common Elements of Phase A5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-a;
 the twelve (12) Units and Common Elements of Phase A2-b;
 the twelve (12) Units and Common Elements of Phase B4-b;
 the twelve (12) Units and Common Elements of Phase A2-a;
 the twelve (12) Units and Common Elements of Phase A7;
 the twelve (12) Units and Common Elements of Phase A4-b; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) Twelve (12) Units and Common Elements of Phase B6, located on 1.206 acres of land, more or less, the addresses of which Units are 9608 Haven Farm Road, Units A thru M, excluding I.

Phase B6-a and Phase B6-b, earlier shown on the Condominium Plats as two separate future Phases with twelve Units and Common Elements in each Phase, have now been combined into one Phase with twelve Units and Common Elements. The entire Condominium, as expanded by this Amendment, consists of one hundred ninety two (192) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

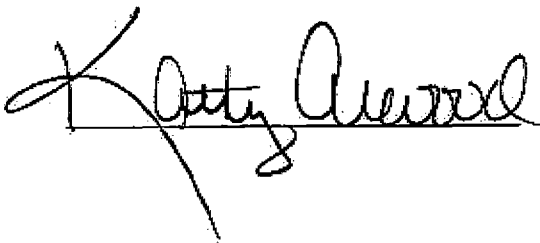
4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Fifteenth Amendment and from and after the effective date of this Fifteenth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Fifteenth Amendment and in the Declaration.


IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

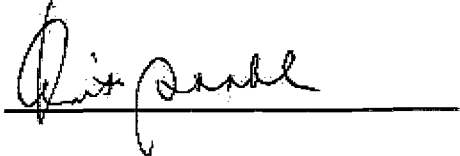


DEVELOPER:


PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 26th day of March, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Johnson
NOTARY PUBLIC

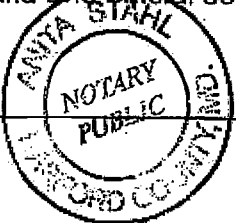
My Commission Expires: 6/9/2001

STATE OF MARYLAND
COUNTY OF MARY HANCOCK, TO WIT:

On this 29th day of March, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Antya Stahl
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Dwings Mills, Maryland 21117

Reviewed for Baltimore County requirements.
[Signature]
Asst. Co. Attorney 3/30/01
L.O.
5/1/01

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)

(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments: Deed, Mortgage, Other Amended, Deed of Trust, Lease, Declaration, Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale, Arms-Length [1], Arms-Length [2], Arms-Length [3], Length Sale [9]
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

4 Consideration and Tax Calculations: Table with columns for Consideration Amount and Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, Less Exemption Amount, Total Transfer Tax, Recordation Tax Consideration, X() per \$500, TOTAL DUE.

5 Fees: Table with columns for Amount of Fees, Doc. 1, Doc. 2, and Agent. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other.

6 Description of Property: District 11th, Property Tax ID No. (1), Grantor Liber/Folio, Map, Parcel No., Var. LOG (5). Subdivision Name: The Garden Condominium at Perry Hall Farms. Location/Address of Property Being Conveyed (2): 9608 Haven Farm Road Units A through M excluding I. Other Property Identifiers (if Applicable): Water Meter Account No.

7 Transferred From: Doc. 1 - Grantor(s) Name(s): Perry Hall Farms Joint Venture and NVR Homes, Inc. Doc. 2 - Grantor(s) Name(s): 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); 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: Cynthia Hitt-Kent, Firm: Address: 3600 Crondall Lane Suite 105 Owings Mills, MD 21117, Phone: (410) 363-9600. Return to Contact Person, Hold for Pickup, Return Address Provided.

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: Table with columns for Transfer Number, Date Received, Dead Referrals, Assigned Property No., Year, Land, Buildings, Total, Gen. Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. St., Sub, Plat, Section, Lot, Ex. Cd., Block, Loc. Cd., Occ. Cd.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [Signature]
Authorized Signature
Date 4/14/01 Sec 88-139

**SIXTEENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase A8-b)**

THIS SIXTEENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Sixteenth Amendment") made as of the 1st day of May, 2001, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, and Fifteenth Amendment dated April 1, 2001, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase B6 and the twelve (12) Units and Common Elements in Phase A8-b, respectively. From and after the effective date of this Sixteenth Amendment, the Declaration, all other prior amendments and this Sixteenth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Sixteenth Amendment, the Condominium Plats filed with the Declaration, all other prior

amendatory Condominium Plats and the Phase A8-b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A8-b Condominium Plats and referred to herein as Phase A8-b, which Condominium Plats are described herein. NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A8-b, as more particularly described on the Phase A8-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A8-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A8-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase A8-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of two hundred four (204) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
 the twelve (12) Units and Common Elements of Phase A5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-a;
 the twelve (12) Units and Common Elements of Phase A2-b;
 the twelve (12) Units and Common Elements of Phase B4-b;
 the twelve (12) Units and Common Elements of Phase A2-a;
 the twelve (12) Units and Common Elements of Phase A7;
 the twelve (12) Units and Common Elements of Phase A4-b;
 the twelve (12) Units and Common Elements of Phase B6 all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and

B) the additional twelve (12) Units and Common Elements of Phase A8-b, located on .579 acres of land, more or less, the addresses of which Units are 1 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of two hundred four (204) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Sixteenth Amendment and from and after the effective date of this Sixteenth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Sixteenth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

Kathy E. Auwood

DEVELOPER:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

Rick Vornadore

VENDOR/BUILDER:
NVR HOMES, INC.

By: Rick Vornadore V.P. (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 2nd day of May, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

North J. Deham
NOTARY PUBLIC

My Commission Expires: 6/9/2001

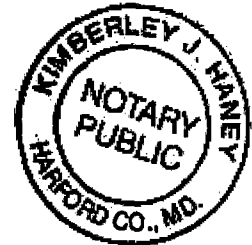
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 3RD day of MAY, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 05/01/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

Reviewed for Baltimore
County requirements.
[Signature]

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)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.)			
		<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Other Amended	<input type="checkbox"/> Other
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale
		Arms-Length <i>[1]</i>	Arms-Length <i>[2]</i>	Arms-Length <i>[3]</i>	Length Sale <i>[4]</i>
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	\$		X () %	\$
	Balance of Existing Mortgage	\$		Less Exemption Amount	\$
	Other:	\$		Total Transfer Tax	\$
	Other:	\$		Recordation Tax Consideration	\$
	Full Cash Value	\$		X () per \$500	\$
				TOTAL DUE	\$

5	Fees	Amount of Fees			
		Doc. 1	Doc. 2	Agent:	Tax Bill:
	Recording Charge	\$	\$		
	Surcharge	\$	\$		
	State Recordation Tax	\$	\$		
	State Transfer Tax	\$	\$		C.B. Credit:
	County Transfer Tax	\$	\$		
	Other	\$	\$		Ag. 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).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG		
		11th						<input type="checkbox"/> (5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)	
		The Garden Condominium at							
		Perry Hall Farms		Location / Address of Property Being Conveyed (2)					
		1 Brook Farm Court Units A thru M excluding I							
		Other Property Identifiers (if applicable)			Water Meter Account No.				
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:							
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:							

7	Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)	
		Perry Hall Farms Joint Venture and			
		NVR Homes, Inc			
		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)	
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			<input checked="" type="checkbox"/> Return to Contact Person
		Name: <u>Cynthia Hitt Kent</u>			<input type="checkbox"/> Hold for Pickup
		Firm:			<input type="checkbox"/> Return Address Provided
		Address: <u>3600 Crondall Lane, Suite 105 Owings Mills, MD 21117</u> Phone: <u>(410) 363-9600</u>			

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

Assessment Use Only - Do Not Write Below This Line							
<input type="checkbox"/> Terraced Verification		<input type="checkbox"/> Agricultural Verification		<input type="checkbox"/> Whole		<input type="checkbox"/> Part	
<input type="checkbox"/> Tran. Process Verification							
Transfer Number:	Date Received:	Deed Reference:		Assigned Property No.:			
Year:	20	20	Geo.	Map	Sub	Block	
Land			Zoning	Grid	Plat	Lot	
Exchange			Use	Parcel	Section	Occ. Cd.	
Total			Town Cd.	Ex. St.	Ex. Cd.		

TRANSFER TAX NOT REQUIRED
 Director of Budget and Finance
 BALTIMORE COUNTY, MARYLAND
 Per: [Signature]
 Date: 6/10/09

Distribution: With - Clerk's Office
 County - SDAT
 Risk - Office of Finance

Court Clerk Recording Unit
 Date: 6/10/09
 Time: 10:10
 Fee: 25.00

**SEVENTEENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase B2-a)**

THIS SEVENTEENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Seventeenth Amendment") made as of the 1st day of August, 2001, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, and Sixteenth Amendment dated May 1, 2001, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, and the twelve (12) Units and Common Elements in Phase A8-b, respectively. From and after the effective date of this Seventeenth Amendment, the Declaration, all other prior amendments and this Seventeenth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this

Seventeenth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B2-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B2-a Condominium Plats and referred to herein as Phase B2-a, which Condominium Plats are described herein. NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B2-a, as more particularly described on the Phase B2-a Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B2-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B2-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase B2-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of two hundred sixteen (216) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
 the twelve (12) Units and Common Elements of Phase A5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-a;
 the twelve (12) Units and Common Elements of Phase A2-b;
 the twelve (12) Units and Common Elements of Phase B4-b;
 the twelve (12) Units and Common Elements of Phase A2-a;
 the twelve (12) Units and Common Elements of Phase A7;
 the twelve (12) Units and Common Elements of Phase A4-b;
 the twelve (12) Units and Common Elements of Phase B6;
 the twelve (12) Units and Common Elements of Phase A8-b; all as included in the

Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and

- B) the additional twelve (12) Units and Common Elements of Phase B2-a, located on .436 acres of land, more or less, the addresses of which Units are 9603 Haven Farm Road, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of two hundred sixteen (216) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests in Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

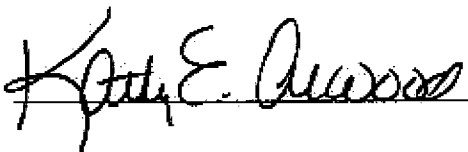
4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Seventeenth Amendment and from and after the effective date of this Seventeenth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Seventeenth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

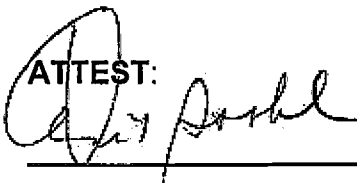


DEVELOPER:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 1st day of August, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

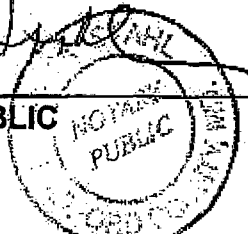
Naughty Johnson
NOTARY PUBLIC

My Commission Expires: 4/25/05

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 2nd day of August, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC


My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
300 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

RECEIVED
COUNTY SOLICITOR
REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

**EIGHTEENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase B4-a)**

THIS EIGHTEENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Eighteenth Amendment") made as of the 1st day of September, 2001, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, and Seventeenth Amendment dated August 1, 2001, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, and the twelve (12) Units and Common Elements in Phase B2-a, respectively. From and after the effective date of this Eighteenth Amendment, the Declaration, all other prior amendments and this Eighteenth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Eighteenth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B4-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B4-a Condominium Plats and referred to herein as Phase B4-a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B4-a, as more particularly described on the Phase B4-a Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B4-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B4-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase B4-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of two hundred twenty eight (228) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
 the twelve (12) Units and Common Elements of Phase A5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-a;
 the twelve (12) Units and Common Elements of Phase A2-b;
 the twelve (12) Units and Common Elements of Phase B4-b;

the twelve (12) Units and Common Elements of Phase A2-a;
the twelve (12) Units and Common Elements of Phase A7;
the twelve (12) Units and Common Elements of Phase A4-b;
the twelve (12) Units and Common Elements of Phase B6;
the twelve (12) Units and Common Elements of Phase A8-b;
the twelve (12) Units and Common Elements of Phase B2-a; all as included in
the Condominium by the recordation of the Declaration and the Condominium Plat and
amendments thereto; and

B) the additional twelve (12) Units and Common Elements in Phase B4-a, located
on .458 acres of land, more or less, the addresses of which Units are 9604
Haven Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of two hundred
twenty eight (228) Units and is divided into Condominium Units and Common Elements
and further subdivided into Limited Common Elements and General Common Elements
in the manner defined in Declaration and to the extent depicted on the Condominium
Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests
in the Common Elements of each Unit, the Percentage Interests In Common Expenses
and Common Profits of each Unit and the Vote allowed by each Unit in the
Condominium as expanded shall be as defined and computed in accordance with the
provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended
shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the
Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein
shall be effective as of the date of recordation of this Eighteenth Amendment and from
and after the effective date of this Eighteenth Amendment, each Unit Owner in the
Condominium, as expanded, shall have the Percentage Interests and shall have the
Vote, as set forth in this Eighteenth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture,
and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed
in their names and by their authorized representatives the day and year first above
written.

ATTEST:

Kathy E. Awood

DEVELOPER:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR HOMES, INC.

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 27th day of August, 2001, before the undersigned officer, personally appeared David S. Gofzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


[Signature]
NOTARY PUBLIC

My Commission Expires: 4-25-05

STATE OF MARYLAND
COUNTY OF ANNE ARD, TO WIT:

On this 11th day of Sept., 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC 

My Commission Expires: 4/1/02

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

0015559 084

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

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)

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

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only

Handwritten notes: Recd by [Signature]

5 Amount of Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

6 Description of Property
SDAT requires submission of all applicable information.

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)

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

10 Contact/Mail Information
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information

Vertical stamp: CLERK'S OFFICE, BALTIMORE COUNTY, MARYLAND

Table with columns: Transfer Number, Date Received, Deed Reference, Assigned Property No.

**NINETEENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase B2-b)**

THIS NINETEENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Nineteenth Amendment") made as of the 1st day of September, 2001, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR-HOMES, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, and Eighteenth Amendment dated October 1, 2001, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common Elements in Phase B2-a, and the twelve (12) Units and Common Elements in Phase B4-a, respectively. From and after the effective date of this Nineteenth Amendment, the Declaration, all other prior amendments and this Nineteenth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Nineteenth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B2-b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B2-b Condominium Plats and referred to herein as Phase B2-b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B2-b, as more particularly described on the Phase B2-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B2-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B2-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase B2-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of two hundred forty (240) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
- the twelve (12) Units and Common Elements of Phase A5;
- the twelve (12) Units and Common Elements of Phase A3-b;
- the twelve (12) Units and Common Elements of Phase A6-b;
- the twelve (12) Units and Common Elements of Phase A6-a;
- the twelve (12) Units and Common Elements of Phase A4-a;
- the twelve (12) Units and Common Elements of Phase A8-a;
- the twelve (12) Units and Common Elements of Phase B7-b;
- the twelve (12) Units and Common Elements of Phase A3-a;
- the twelve (12) Units and Common Elements of Phase B7-a;
- the twelve (12) Units and Common Elements of Phase A2-b;

the twelve (12) Units and Common Elements of Phase B4-b;
the twelve (12) Units and Common Elements of Phase A2-a;
the twelve (12) Units and Common Elements of Phase A7;
the twelve (12) Units and Common Elements of Phase A4-b;
the twelve (12) Units and Common Elements of Phase B6;
the twelve (12) Units and Common Elements of Phase A8-b;
the twelve (12) Units and Common Elements of Phase B2-a;
the twelve (12) Units and Common Elements in Phase B4-a;
all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and

B) the additional twelve (12) Units and Common Elements in Phase B2-b, located on .446 acres of land, more or less, the addresses of which Units are 9601 Haven Farm Road, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of two hundred forty (240) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Nineteenth Amendment and from and after the effective date of this Nineteenth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Nineteenth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Auwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 12th day of November, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Barth J. Johnson
NOTARY PUBLIC

My Commission Expires: 4/25/05

VENDOR/BUILDER:
NVR-HOMES, INC.

ATTEST:

[Signature]

By: Rick Vornadore, Inc. (SEAL)
Rick Vornadore, Vice President

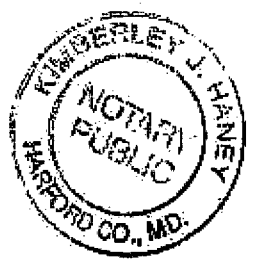
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 19 day of NOVEMBER 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

415178 044

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)

Check Box if Addendum Intake Form is Attached.

1	Type(s) of Instruments	<input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other Amended Declaration <input type="checkbox"/> Other						
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]			
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation	State Transfer <u>DEC</u>					
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 DUE	\$				
5	Fees	Amount of Fees	Doc. 1	Doc. 2				
		Recording Charge	\$	\$				
		Surcharge	\$	\$				
		State Recordation Tax	\$	\$				
		State Transfer Tax	\$	\$	C.B. Credit:			
		County Transfer Tax	\$	\$	Ag. 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).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG <input type="checkbox"/> (S)	
		11th						
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)	
		The Garden Condominium at				71/66	0.446 Ac	
		Perry Hall Farms	Location / Address of Property Being Conveyed (2)					
		9601 Haven Farm Road Units A thru M excluding I						
		Other Property Identifiers (if applicable)	Water Meter Account No.					
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						
		If Partial Conveyance, List Improvements Conveyed:						
7	Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)				
		Perry Hall Farms Joint Venture and NVR, Inc.						
		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)				
		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			<input checked="" type="checkbox"/> Return to Contact Person			
		Name: <u>Cynthia Hitt Kent, Esquire</u> Firm: <u>Law Office of Cynthia Hitt Kent, L.L.C.</u> Address: <u>3600 Crowfall Lane, Suite 105, Owings Mills, Maryland 21117-2233</u> Phone: <u>(410) 363-9600</u>			<input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided			
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?					
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____					
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).					
	Assessment Use Only - Do Not Write Below This Line							
	<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verifications	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Trans. Process Verification			
	Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:				
	Year	20	20	Geo.	Map	Sub		
	Land			Zoning	Grid	Plat		
	Buildings			Use	Parcel	Lot		
	Total			Town Cd.	Occ. Cd.			
	REMARKS:	Ex. St. Direction of Road and Mileage EAST FREDERICK COUNTY, MARYLAND						

State Department of Assessments and Taxation Clerk Recording Valuator

U

DEC

REC'D
DEC 4 2008
DEC 5 2008
DEC 8 2008

Spaces Reserved for County Validation

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EX-118
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EX-200

**TWENTIETH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing The Garden Condominium, Phase A1-a)**

THIS TWENTIETH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Twentieth Amendment") made as of the 22nd day of March, 2002, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, Eighteenth Amendment dated October 1, 2001, and Nineteenth Amendment dated November 15, 2001, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common Elements in Phase B2-a, the twelve (12) Units and Common Elements in Phase B4-a, and the twelve (12) Units and Common Elements in Phase B2-b, respectively. From and after the effective date of this Twentieth Amendment, the Declaration, all other prior amendments and this Twentieth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Twentieth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A1-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A1-a Condominium Plats and referred to herein as Phase A1-a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A1-a, as more particularly described on the Phase A1-a Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A1-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A1-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase A1-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of two hundred fifty two (252) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
- the twelve (12) Units and Common Elements of Phase A5;
- the twelve (12) Units and Common Elements of Phase A3-b;
- the twelve (12) Units and Common Elements of Phase A6-b;
- the twelve (12) Units and Common Elements of Phase A6-a;
- the twelve (12) Units and Common Elements of Phase A4-a;
- the twelve (12) Units and Common Elements of Phase A8-a;
- the twelve (12) Units and Common Elements of Phase B7-b;
- the twelve (12) Units and Common Elements of Phase A3-a;
- the twelve (12) Units and Common Elements of Phase B7-a;

the twelve (12) Units and Common Elements of Phase A2-b;
 the twelve (12) Units and Common Elements of Phase B4-b;
 the twelve (12) Units and Common Elements of Phase A2-a;
 the twelve (12) Units and Common Elements of Phase A7;
 the twelve (12) Units and Common Elements of Phase A4-b;
 the twelve (12) Units and Common Elements of Phase B6;
 the twelve (12) Units and Common Elements of Phase A8-b;
 the twelve (12) Units and Common Elements of Phase B2-a;
 the twelve (12) Units and Common Elements in Phase B4-a;
 the twelve (12) Units and Common Elements in Phase B2-b;

all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and

- B) the additional twelve (12) Units and Common Elements in Phase A1-a, located on .465 acres of land, more or less, the addresses of which Units are 19 Brook Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of two hundred fifty two (252) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Twentieth Amendment and from and after the effective date of this Twentieth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Twentieth Amendment and in the Declaration.


Signatures on the next page

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Sharon H. Cringier

By:  (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 26th day of March, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


NOTARY PUBLIC

My Commission Expires: 4-25-05

Signatures continued on the next page

ATTEST:

VENDOR/BUILDER:
NVR, INC

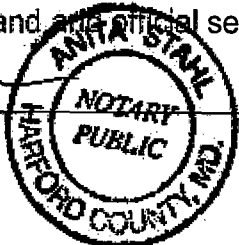
[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 27th day of March, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC


My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

*Reviewed For Compliance with
Baltimore County Code Section 26-214(b)
Only. Not Reviewed for Compliance with
Any other Baltimore County Requirements.*

5
[Signature] 03-29-02
Assistant County Attorney

1

0016264 724

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)

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

REC'D FID SIZE \$ 5.50
RECORDING FEE \$ 25.00
TOTAL \$ 30.50
REC'D PMS REC'D \$ 13.50
REC'D IN BIK \$ 3.04
01/23/02 01:11 PM

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer and Recordation Tax Consideration, TOTAL DUE.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer 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).

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

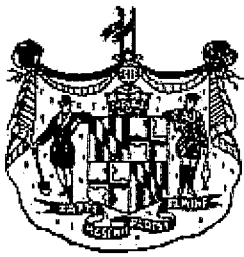
9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233 Phone: (410) 363-9600

11 Assessment Information
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
Table with columns: Transfer Number, Date Received, Used For: (Gas, Elec, Water, Sewer, etc.), Assigned Property No., Block, Lot, Parcel, Section, Ex. Cd.

Handwritten signatures and stamps, including 'TAX' and 'RECEIVED'.



The State of Maryland

Executive Department

OFFICE OF THE SECRETARY OF STATE

ORDER OF REGISTRATION

WHEREAS: The Maryland Condominium Act provides that a public offering statement for a proposed condominium regime be registered with the Secretary of State; and

WHEREAS: PERRY HALL FARMS JOINT VENTURE

has submitted an application and required application fee for the registration of the public offering statement for the proposed condominium regime known as:

THE GARDEN CONDOMINIUM AT PERRY HALL FARMS
(Located in Baltimore County)

WHEREAS: said application has been reviewed and found to be complete and acceptable for registration under Title 11 Real Property Article, Annotated Code of Maryland, 1996 Replacement Volume.

NOW THEREFORE BE IT ORDERED that the public offering statement for the proposed condominium regime known as:

THE GARDEN CONDOMINIUM AT PERRY HALL FARMS

is hereby registered with the Secretary of State of Maryland

PROVIDED HOWEVER, that this **ORDER OF REGISTRATION** is subject to suspension or termination for failure of the registrant to comply with the Maryland Condominium Act or any regulation that the Secretary of State has adopted pursuant to Section 11-127 (e) of the Maryland Condominium Act.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused to be affixed the Seal of the Secretary of State of Maryland, in Annapolis, Maryland this 22nd day of June, 1998.



John F. Willis
SECRETARY OF STATE

EXHIBIT A**THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.****HOUSE RULES**

1. All common sidewalks, entrances, passages, courts and open spaces of the Condominium shall not be obstructed or used for any purpose other than ingress to and egress from Units in the Building.
2. Each Owner shall keep his Unit and any other space to which he has sole access in a good state of preservation and cleanliness, and shall not sweep, throw or permit any dirt or other substance to be swept or thrown therefrom or from the doors or windows thereof.
3. No apparatus, projections, appurtenances or the like (other than those originally installed by the developer) shall be attached to the Common Elements or the exterior of the Building without the prior written architectural approval as provided in the By-Laws.
4. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the local Board of Fire Underwriters and the public authorities having jurisdiction, and each Unit Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Unit. All utility services furnished to or used in the Unit shall be for residential purposes only.
5. Toilets and other water apparatus in any Unit shall not be used for any purposes other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into same. Any damage to the Common Elements resulting from misuse of any toilets or other apparatus in a Unit shall be repaired and paid for by the Unit Owner or other occupant of such Unit.
6. No Unit Owner or other occupant shall send any employee or contractor of the Condominium inside or outside of any Unit, any Building or the Condominium on any private business.
7. The agents of the Condominium, and any contractor or workman authorized by the Condominium, may enter any Unit or Building (after reasonable notice to the Owner thereof) at any reasonable hour of the day for the purpose of inspecting such Unit or Building for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
8. No vehicle belonging to an Owner or other occupant shall be parked in such manner as to impede or prevent access to any entrance or exit by another vehicle. Automobiles shall only be washed in areas designated by the Board of Directors.
9. Clothes and other articles shall not be dried or aired on or from any patio, balcony, railing or from other portion of the exterior Common Elements of the Building.
10. All Owners and other occupants shall observe Baltimore County trash and recycling procedures

**TWENTY-FIRST AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing Phase B5-a consisting of Fourteen (14) Units)**

THIS TWENTY-FIRST AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Twenty-First Amendment") made as of the 30th day of April, 2002, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, Eighteenth Amendment dated October 1, 2001, Nineteenth Amendment dated November 15, 2001, and the Twentieth Amendment dated March 22, 2002 each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common Elements in Phase B2-a, the twelve (12) Units and Common Elements in Phase B4-a, the twelve (12) Units and Common Elements in Phase B2-b, and the twelve (12) Units and Common Elements in Phase A1-a, respectively. From and after the effective date of this Twenty-First Amendment, the Declaration, all other

0016467 418

prior amendments and this Twenty-First Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Twenty-First Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B5-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B5-a Condominium Plats and referred to herein as Phase B5-a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B5-a, as more particularly described on the Phase B5-a Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B5-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B5-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase B5-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of two hundred sixty four (264) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
- the twelve (12) Units and Common Elements of Phase A5;
- the twelve (12) Units and Common Elements of Phase A3-b;
- the twelve (12) Units and Common Elements of Phase A6-b;
- the twelve (12) Units and Common Elements of Phase A6-a;
- the twelve (12) Units and Common Elements of Phase A4-a;
- the twelve (12) Units and Common Elements of Phase A8-a;

the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-a;
 the twelve (12) Units and Common Elements of Phase A2-b;
 the twelve (12) Units and Common Elements of Phase B4-b;
 the twelve (12) Units and Common Elements of Phase A2-a;
 the twelve (12) Units and Common Elements of Phase A7;
 the twelve (12) Units and Common Elements of Phase A4-b;
 the twelve (12) Units and Common Elements of Phase B6;
 the twelve (12) Units and Common Elements of Phase A8-b;
 the twelve (12) Units and Common Elements of Phase B2-a;
 the twelve (12) Units and Common Elements in Phase B4-a;
 the twelve (12) Units and Common Elements in Phase B2-b;
 the twelve (12) Units and Common Elements in Phase A1-a;

all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and

1. the additional fourteen (14) Units and Common Elements in Phase B5-a, located on .513 acres of land, more or less, the addresses of which Units are 9611 Haven Farm Road, Units A thru P, excluding I and O.

The entire Condominium, as expanded by this Amendment, consists of two hundred sixty six (266) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.


6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Twenty-First Amendment and from and after the effective date of this Twenty-First Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Twenty-First Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Sharon M. Crininger

By:  (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:


On this 30th day of April, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


NOTARY PUBLIC

My Commission Expires: 4/25/05

Signatures continued on the next page

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

COUNTY SOLICITOR

DATE AVAILABLE 00/00/0000. I LIMITED 04/20/02 17.

ATTEST:

VENDOR/BUILDER:
NVR, INC.

[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 31 day of MAY, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 5/01/05

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]

CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

DATE RECORDED: 05/01/02 10:44 AM, MDCL, 05/01/02, 10:44 AM, DATE AVAILABLE: 05/01/2002, 11:00 AM, 05/01/02

00006167 423

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)

Clerk Recording Variation
Space Reserved

IMP FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Reg # BA05 Rcpt # 16863
SM DM Blk # 467
Jul 04, 2002 10:39 am

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.			
		Deed	Mortgage	<input checked="" type="checkbox"/> Other Amended Declaration	Other
2	Conveyance Type Check Box	Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale [9]
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	
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 DUE	\$			

5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent: <u>RAB</u> Tax Bill: C.B. Credit Ag. Tax/Other:
		Recording Charge	\$	\$		
		Surcharge	\$	\$		
		State Recordation Tax	\$	\$		
		State Transfer Tax	\$	\$		
		County Transfer Tax	\$	\$		
		Other	\$	\$		
		Other	\$	\$		

DEC

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	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG <input type="checkbox"/> (5)		
		11th							
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)	
		The Garden Condominium at					71/66	0.513 ac	
		Perry Hall Farms Location/Address of Property Being Conveyed (2)							
		9611 Haven Farm Road Units A thru P excluding I and O							
		Other Property Identifiers (if applicable)						Water Meter Account No.	
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:							
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:							
		If Partial Conveyance, List Improvements Conveyed:							

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		Perry Hall Farms Joint Venture and NVR, Inc.	
		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)
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		<input checked="" type="checkbox"/> Return to Contact Person
		Name: Cynthia Hitt Kent		<input type="checkbox"/> Hold for Pickup
		Firm: Law Office of Cynthia Hitt Kent, L.L.C.		<input type="checkbox"/> Return Address Provided
		Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233 Phone: (410) 363-9600		

2002 JUL 04 10:39 AM

**TWENTY-SECOND AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing Phase B5-b consisting of Fourteen (14) Units)**

THIS TWENTY-SECOND AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Twenty-Second Amendment") made as of the 15th day of July, 2002, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, Eighteenth Amendment dated October 1, 2001, Nineteenth Amendment dated November 15, 2001, the Twentieth Amendment dated March 22, 2002 and the Twenty First Amendment dated as of April 30, 2002, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common Elements in Phase B2-a, the twelve (12) Units and Common Elements in Phase B4-a, the twelve (12) Units and Common Elements in Phase B2-b, the twelve (12) Units and Common Elements in Phase A1-a, and the fourteen (14) Units and Common Elements

0016609 660

in Phase B5-b, respectively. From and after the effective date of this Twenty-Second Amendment, the Declaration, all other prior amendments and this Twenty-Second Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Twenty-Second Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B5-b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B5-b Condominium Plats and referred to herein as Phase B5-b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B5-b, as more particularly described on the Phase B5-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B5-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B5-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase B5-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of two hundred eighty(280) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
- the twelve (12) Units and Common Elements of Phase A5;
- the twelve (12) Units and Common Elements of Phase A3-b;
- the twelve (12) Units and Common Elements of Phase A6-b;
- the twelve (12) Units and Common Elements of Phase A6-a;
- the twelve (12) Units and Common Elements of Phase A4-a;

0016609 6601

0006609-6651

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)

Space Recording Validation

IMP FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rec# DAB5 Rcpt # 19563
SM DM Blk # 1754
Jul 15, 2002 10:31 am

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.			
		<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Other Amended Declaration	<input type="checkbox"/> Other
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale [9]
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	
3	Tax Exemptions (if Applicable)	Recordation			
		State Transfer			
Cite or Explain Authority		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 DUE	\$		

DSC
fees paid by Co. Acty.

5	Amount of Fees	Doc. 1		Doc. 2		Agent:
		Recording Charge	\$	\$		Tax Bill:
		Surcharge	\$	\$		C.B. Credit:
		State Recordation Tax	\$	\$		Ag. Tax/Other:
		State Transfer Tax	\$	\$		
		County Transfer Tax	\$	\$		
		Other	\$	\$		
		Other	\$	\$		

6	Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG		
		11th						<input type="checkbox"/> (5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)	
		The Garden Condominium at					71/66	0.454 Ac	
		Perry Hall Farms Location/Address of Property Being Conveyed (2)							
		9609 Haven Farm Road Units A thru P excluding I and O							
		Other Property Identifiers (if applicable)						Water Meter Account No.	
Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:									
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:									
If Partial Conveyance, List Improvements Conveyed:									

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		Perry Hall Farms Joint Venture and NVR, Inc.	
		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)
		<i>Perry Hall Farms Joint Venture and NVR</i>	
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		<input checked="" type="checkbox"/> Return to Contact Person
		Name: <u>Cynthia Hitt Kent</u>		<input type="checkbox"/> Hold for Pickup
		Firm: <u>Law Office of Cynthia Hitt Kent, L.L.C.</u>		<input type="checkbox"/> Return Address Provided
		Address: <u>3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233</u>		
		Phone: (410) 363-9600		

20110715 10:31 AM STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

**TWENTY-THIRD AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing Phase A1-b consisting of Twelve (12) Units)**

THIS TWENTY-THIRD AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Twenty-Third Amendment") made as of the 15th day of August, 2002, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, Eighteenth Amendment dated October 1, 2001, Nineteenth Amendment dated November 15, 2001, the Twentieth Amendment dated March 22, 2002, the Twenty First Amendment dated as of April 30, 2002, and the Twenty Second Amendment dated July 15, 2002, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common Elements in Phase B2-a, the twelve (12) Units and Common Elements in Phase B4-a, the twelve (12) Units and Common Elements in Phase B2-b, the twelve (12) Units and Common Elements in Phase A1-a, the fourteen

DATE RECORDED: 08/15/02 10:03 AM, P. 0000, VOL. 0000, DATE AVAILABLE: 08/15/02 10:03 AM

(14) Units and Common Elements in Phase B5-a, and the fourteen (14) Units and Common Elements in Phase B5-b, respectively. From and after the effective date of this Twenty-Third Amendment, the Declaration, all other prior amendments and this Twenty-Third Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Twenty-Third Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase A1-b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase A1-b Condominium Plats and referred to herein as Phase A1-b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase A1-b, as more particularly described on the Phase A1-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase A1-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase A1-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase A1-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of two hundred ninety two (292) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
- the twelve (12) Units and Common Elements of Phase A5;
- the twelve (12) Units and Common Elements of Phase A3-b;
- the twelve (12) Units and Common Elements of Phase A6-b;
- the twelve (12) Units and Common Elements of Phase A6-a;

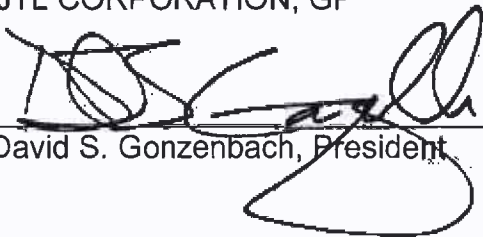
the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Twenty-Third Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Seborah H. Cincinger

By:  (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 18th day of August, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


NOTARY PUBLIC

My Commission Expires: 4/23/05

Signatures continued on the next page

DATE AVAILABLE 08/17/2002. 1 1111 04/23/05 11.

VENDOR/BUILDER:
NVR, INC.

ATTEST:

[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

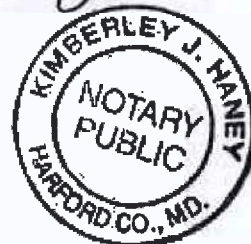
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 14th day of AUGUST, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

DATE AVAILABLE 08/14/2002. 11:00AM 08/14/2002.

00006769 670

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)

Clerk Recording Validation Socce Reese

MP FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
BA01 Rcpt # 94733
SR Blk # 45
30, 2002 01:11 PM

1 Type(s) of Instruments
 Deed Mortgage Other Amended Declaration Other _____
 Deed of Trust Lease Declaration

2 Conveyance Type Check Box
 Improved Sale Arms-Length [1] Unimproved Sale Arms-Length [2] Multiple Accounts Arms-Length [3] Not an Arms-Length Sale [9]

3 Tax Exemptions (if Applicable)
 Recordation _____
 State Transfer _____
 County Transfer _____
 Cite or Explain Authority _____

4 Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
			Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$		Transfer Tax Consideration	\$
Any New Mortgage	\$		X () % =	\$
Balance of Existing Mortgage	\$		Less Exemption Amount -	\$
Other:	\$		Total Transfer Tax =	\$
Other:	\$		Recordation Tax Consideration	\$
Full Cash Value	\$		X () per \$500 =	\$
			TOTAL DUE	\$
			Agent:	
			Tax Bill:	
			C.B. Credit:	
			Ag. Tax/Other:	

5 Amount of Fees

	Doc. 1	Doc. 2
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).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
11th					<input type="checkbox"/> (5)	
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)
The Garden Condominium at					71/66	0.474 Ac.
Location/Address of Property Being Conveyed (2)						
Perry Hall Farms 17 Brook Farm Court Units A thru M excluding I						
Other Property Identifiers (if applicable)				Water Meter Account No.		
Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						
If Partial Conveyance, List Improvements Conveyed:						

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Perry Hall Farms Joint Venture and NVR, Inc.	
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)
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: Cynthia Hitt Kent	<input checked="" type="checkbox"/> Return to Contact Person
Firm: Law Office of Cynthia Hitt Kent	<input type="checkbox"/> Hold for Pickup
Address: 3600 Crondall Lane, Suite 105 Owings Mills	<input type="checkbox"/> Return Address Provided
Maryland 21117-2233 Phone: (410) 363-9600	

2010 10 15 10:50 AM

Handwritten notes:
Handwritten signature
Handwritten initials
Handwritten "Dec."

6935-4871

**TWENTY-FOURTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing Phase B1-a consisting of Twelve (12) Units)**

THIS TWENTY-FOURTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Twenty-Fourth Amendment") made as of the 4th day of October, 2002, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, Eighteenth Amendment dated October 1, 2001, Nineteenth Amendment dated November 15, 2001, the Twentieth Amendment dated March 22, 2002, the Twenty First Amendment dated as of April 30, 2002, the Twenty Second Amendment dated July 15, 2002, and the Twenty-Third Amendment dated August 15, 2002, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common Elements in Phase B2-a, the twelve (12) Units and Common Elements in Phase B4-a, the twelve (12) Units and Common Elements in Phase B2-b,

א. על ידי הכרזה dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, Eighteenth Amendment dated October 1, 2001, Nineteenth Amendment dated November 15, 2001, the Twentieth Amendment dated March 22, 2002, the Twenty First Amendment dated as of April 30, 2002, the Twenty Second Amendment dated July 15, 2002, and the Twenty-Third Amendment dated August 15, 2002, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common Elements in Phase B2-a, the twelve (12) Units and Common Elements in Phase B4-a, the twelve (12) Units and Common Elements in Phase B2-b,

116935-192

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)

Recorder/Clerk Recording Valuation

FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rec'd # 8175
Bk # 2261
10:44 am

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

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills
Maryland 21117-2233 Phone: (410) 362-0600

Dec Fees
Filed as Atty

Handwritten signature and initials

Vertical text on the left margin: 11/11/02 10:44 AM

**TWENTY-FIFTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing Phase B1-b consisting of Twelve (12) Units)**

THIS TWENTY-FIFTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Twenty-Fifth Amendment") made as of the 4th day of November, 2002, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, Eighteenth Amendment dated October 1, 2001, Nineteenth Amendment dated November 15, 2001, the Twentieth Amendment dated March 22, 2002, the Twenty First Amendment dated as of April 30, 2002, the Twenty Second Amendment dated July 15, 2002, the Twenty-Third Amendment dated August 15, 2002, and the Twenty Fourth Amendment dated October 4, 2002, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common Elements in Phase B2-a, the twelve (12) Units and Common Elements in Phase B4-a,

מסמך זה נכנס לתוקף לאחר שיש לו אישור מרשמי. אין להשתמש בו לצורכי משפט או אחרים. כל שינוי או תוספת יבוצעו באמצעות תיקון רשמי.

the twelve (12) Units and Common Elements in Phase B2-b, the twelve (12) Units and Common Elements in Phase A1-a, the fourteen (14) Units and Common Elements in Phase B5-a, the fourteen (14) Units and Common Elements in Phase B5-b, the twelve (12) Units and Common Elements in Phase A1-b, and the twelve (12) Units and Common Elements in Phase B1-a, respectively. From and after the effective date of this Twenty-Fifth Amendment, the Declaration, all other prior amendments and this Twenty-Fifth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Twenty-Fifth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B1-b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B1-b Condominium Plats and referred to herein as Phase B1-b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B1-b, as more particularly described on the Phase B1-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B1-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B1-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase B1-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

2. **Description of the Condominium.** The Condominium shall hereafter include a total of three hundred sixteen (316) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
the twelve (12) Units and Common Elements of Phase A5;

0017063 352

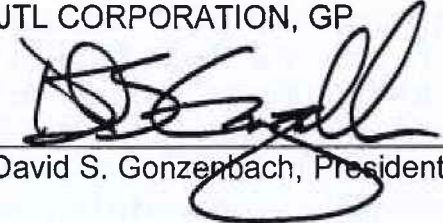
6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Twenty-Fifth Amendment and from and after the effective date of this Twenty-Fifth Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Twenty-Fifth Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

**DEVELOPER:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP**

Seborahall Crininger

By:  (SEAL)
David S. Gonzenbach, President

**STATE OF TENNESSEE
COUNTY OF Sumner, TO WIT:**

On this 5th day of November, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


NOTARY PUBLIC

My Commission Expires: 4/25/05

Signatures continued on the next page

**REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS**

COUNTY SOLICITOR

DATE TIME ORIGINAL COUNTY SOLICITOR (LARGE REQUIREMENTS) DATE TIME ORIGINAL COUNTY SOLICITOR (LARGE REQUIREMENTS) DATE TIME ORIGINAL COUNTY SOLICITOR (LARGE REQUIREMENTS)

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)

Clerk Recording Validator

FD SURF \$ 5.00
RECORDING FEE 28.00
TOTAL 25.00
Ref B404 Rcpt # 12024
LL Blk # 1075
Nov 03, 2002 10:39 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
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233 Phone: (410) 363-9600
Return to Contact Person
Hold for Pickup
Return Address Provided

Vertical text on the left margin: 11/11/2002 10:39 AM

Dec Reviewed County Clerk

**TWENTY-SIXTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing Phase B3-a consisting of Twelve (12) Units)**

THIS TWENTY-SIXTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Twenty-Sixth Amendment") made as of the 31st day of December, 2002, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, Eighteenth Amendment dated October 1, 2001, Nineteenth Amendment dated November 15, 2001, the Twentieth Amendment dated March 22, 2002, the Twenty First Amendment dated as of April 30, 2002, the Twenty Second Amendment dated July 15, 2002, the Twenty-Third Amendment dated August 15, 2002, the Twenty Fourth Amendment dated October 4, 2002, and the Twenty Fifth Amendment dated November 4, 2002, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common Elements in Phase B2-a, the twelve (12) Units and

0017353 262

Common Elements in Phase B4-a, the twelve (12) Units and Common Elements in Phase B2-b, the twelve (12) Units and Common Elements in Phase A1-a, the fourteen (14) Units and Common Elements in Phase B5-a, the fourteen (14) Units and Common Elements in Phase B5-b, the twelve (12) Units and Common Elements in Phase A1-b, the twelve (12) Units and Common Elements in Phase B1-a, and the twelve (12) Units and Common Elements in Phase B1-b, respectively. From and after the effective date of this Twenty-Sixth Amendment, the Declaration, all other prior amendments and this Twenty-Sixth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Twenty-Sixth Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B3-a Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B3-a Condominium Plats and referred to herein as Phase B3-a, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situated in Baltimore County, Maryland known as Phase B3-a, as more particularly described on the Phase B3-a Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B3-a, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B3-a Condominium Plats"), which Plats are incorporated herein by reference. The Phase B3-a Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

0017353 263

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)

Court Clerk Recording Validation Space

FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
BAGB Rcpt # 38476
CR Blk # 2037
10/2003 10:29 am

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

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

6 Description of Property
SDAT requires submission of all applicable information.

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

8 Transferred To
Doc. 1 - Grantee(s) Name(s)

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

10 Contact/Mail Information
Instrument Submitted By or Contact Person

Vertical text on the left margin: 2003-10-20 10:29 AM

**TWENTY-SEVENTH AMENDMENT TO DECLARATION
THE GARDEN CONDOMINIUM AT PERRY HALL FARMS, INC.
(Annexing Phase B3-b consisting of Twelve (12) Units)**

THIS TWENTY-SEVENTH AMENDMENT TO DECLARATION OF THE GARDEN AT PERRY HALL FARMS, INC. (hereinafter referred to as the "Twenty-Seventh Amendment") made as of the 31st day of January, 2003, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as "Developer" or "Declarant") and NVR, INC., (hereinafter referred to as the Builder/Vendor").

EXPLANATORY STATEMENT

A. By Declaration dated the 18th day of February, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013552, folio 237, et seq., the Developer and the Vendor/Builder established a condominium regime consisting of twelve (12) Units and Common Elements in Phase A 9. By First Amendment dated the March 25, 1999, the Amended and Restated First Amendment to Declaration dated June 2, 1999, the Second Amendment dated June 2, 1999, the Third Amendment dated June 30, 1999, the Fourth Amendment dated August 9, 1999, the Fifth Amendment dated September 1, 1999, the Sixth Amendment dated January 3, 2000, Seventh Amendment dated November 22, 1999, Eighth Amendment dated March 15, 2000, Ninth Amendment dated May 8, 2000, Tenth Amendment dated July 15, 2000, Eleventh Amendment dated October 1, 2000, Twelfth Amendment dated October 1, 2000, Thirteenth Amendment dated December 1, 2000, Fourteenth Amendment dated February 8, 2001, Fifteenth Amendment dated April 1, 2001, Sixteenth Amendment dated May 1, 2001, Seventeenth Amendment dated August 1, 2001, Eighteenth Amendment dated October 1, 2001, Nineteenth Amendment dated November 15, 2001, the Twentieth Amendment dated March 22, 2002, the Twenty First Amendment dated as of April 30, 2002, the Twenty Second Amendment dated July 15, 2002, the Twenty-Third Amendment dated August 15, 2002, the Twenty Fourth Amendment dated October 4, 2002, the Twenty Fifth Amendment dated November 4, 2002, and Twenty-Sixth Amendment dated December 31, 2002, each recorded among the Land Records of Baltimore County, Maryland, the Developer and the Vendor/Builder expanded the Condominium by adding the twelve (12) Units and Common Elements in Phase A5, the twelve (12) Units and Common Elements in Phase A3-b, the twelve (12) Units and Common Elements in Phase A6-b, the twelve (12) Units and Common Elements in Phase A6-a, the twelve (12) Units and Common Elements in Phase A4-a, the twelve (12) Units and Common Elements in Phase A8-a, the twelve (12) Units and Common Elements in Phase B7-b, the twelve (12) units in Phase A3-a, the twelve (12) Units and Common Elements in Phase B7-a, the twelve (12) Units and Common Elements in Phase A2-b, the twelve (12) Units and Common Elements in Phase B4-b, and the twelve (12) Units and Common elements in Phase A2-a, the twelve (12) Units and Common Elements in Phase B6; the twelve (12) Units and Common Elements in Phase A4-b, the twelve (12) Units and Common Elements in Phase A7, the twelve (12) Units and Common Elements in Phase A8-b, the twelve (12) Units and Common

Elements in Phase B2-a, the twelve (12) Units and Common Elements in Phase B4-a, the twelve (12) Units and Common Elements in Phase B2-b, the twelve (12) Units and Common Elements in Phase A1-a, the fourteen (14) Units and Common Elements in Phase B5-a, the fourteen (14) Units and Common Elements in Phase B5-b, the twelve (12) Units and Common Elements in Phase A1-b, the twelve (12) Units and Common Elements in Phase B1-a, the twelve (12) Units and Common Elements in Phase B1-b, the twelve (12) Units and Common Elements in Phase B3-a respectively. From and after the effective date of this Twenty-Sixth Amendment, the Declaration, all other prior amendments and this Twenty-Sixth Amendment shall collectively be referred to as the "Declaration."

B. Pursuant to Article IV, Section 1 of the Declaration, Developer reserved for a period of ten (10) years from February 18, 1999, the right to expand the Condominium regime by adding to it certain properties described in the Declaration and on the Condominium Plats (hereinafter defined). From and after the effective date of this Twenty-Seventh Amendment, the Condominium Plats filed with the Declaration, all other prior amendatory Condominium Plats and the Phase B3-b Condominium Plats filed herewith shall collectively be referred to as the "Condominium Plats."

C. Developer and Vendor/Builder now desire to subject to the Garden Condominium at Perry Hall Farms that area shown on the Phase B3-b Condominium Plats and referred to herein as Phase B3-b, which Condominium Plats are described herein.

NOW THEREFORE, the Developer and Vendor/Builder, pursuant to Article IV, Section 1 of the Declaration, do hereby incorporate the Explanatory Statement and do hereby amend the Declaration, as follows:

1. **Creation and Expansion of the Condominium.** Developer and Vendor/Builder hereby expand The Garden Condominium at Perry Hall Farms and hereby submit to the condominium regime, pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that land situate in Baltimore County, Maryland known as Phase B3-b, as more particularly described on the Phase B3-b Condominium Plats, together with the buildings and the improvements thereon erected or to be erected thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining. Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats entitled "Phase B3-b, Garden Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" (herein referred to as the "Phase B3-b Condominium Plats"), which Plats are incorporated herein by reference. The Phase B3-b Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records of Baltimore County, Maryland.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 07/27/2005 BY 60322 UCBAW/STP/STP

2. **Description of the Condominium.** The Condominium shall hereafter include a total of three hundred forty (340) Units, consisting of:

- A) the twelve (12) Units and Common Elements of Phase A9;
 the twelve (12) Units and Common Elements of Phase A5;
 the twelve (12) Units and Common Elements of Phase A3-b;
 the twelve (12) Units and Common Elements of Phase A6-b;
 the twelve (12) Units and Common Elements of Phase A6-a;
 the twelve (12) Units and Common Elements of Phase A4-a;
 the twelve (12) Units and Common Elements of Phase A8-a;
 the twelve (12) Units and Common Elements of Phase B7-b;
 the twelve (12) Units and Common Elements of Phase A3-a;
 the twelve (12) Units and Common Elements of Phase B7-a;
 the twelve (12) Units and Common Elements of Phase A2-b;
 the twelve (12) Units and Common Elements of Phase B4-b;
 the twelve (12) Units and Common Elements of Phase A2-a;
 the twelve (12) Units and Common Elements of Phase A7;
 the twelve (12) Units and Common Elements of Phase A4-b;
 the twelve (12) Units and Common Elements of Phase B6;
 the twelve (12) Units and Common Elements of Phase A8-b;
 the twelve (12) Units and Common Elements of Phase B2-a;
 the twelve (12) Units and Common Elements in Phase B4-a;
 the twelve (12) Units and Common Elements in Phase B2-b;
 the twelve (12) Units and Common Elements in Phase A1-a;
 the fourteen (14) Units and Common Elements in Phase B5-a;
 the fourteen (14) Units and Common Elements in Phase B5-b;
 the twelve (12) Units and Common Elements in Phase A1-b;
 the twelve (12) Units and Common Elements in Phase B1-a;
 the twelve (12) Units and Common Elements in Phase B1-b;
 the twelve (12) Units and Common Elements in Phase B3-a; all as included in the Condominium by the recordation of the Declaration and the Condominium Plat and amendments thereto; and
- B) the additional twelve (12) Units and Common Elements in Phase B3-b, located on .617 acres of land, more or less, the addresses of which Units are 9605 Haven Farm Court, Units A thru M, excluding I.

The entire Condominium, as expanded by this Amendment, consists of three hundred forty (340) Units and is divided into Condominium Units and Common Elements and further subdivided into Limited Common Elements and General Common Elements in the manner defined in Declaration and to the extent depicted on the Condominium Plats filed with the Declaration and with this amendment.

3. **Percentage Interests and Voting.** The undivided Percentage Interests in the Common Elements of each Unit, the Percentage Interests In Common Expenses

and Common Profits of each Unit and the Vote allowed by each Unit in the Condominium as expanded shall be as defined and computed in accordance with the provisions of the Declaration based on the Condominium as expanded.

4. **All other Terms.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Developer reserves the right to further expand the Condominium as provided for in the Declaration.

6. **Effective Date.** The amendment to the Declaration as set forth herein shall be effective as of the date of recordation of this Twenty-Seventh Amendment and from and after the effective date of this Twenty-Seventh Amendment, each Unit Owner in the Condominium, as expanded, shall have the Percentage Interests and shall have the Vote, as set forth in this Twenty-Seventh Amendment and in the Declaration.

IN WITNESS WHEREOF, the Developer, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives the day and year first above written.

ATTEST:

Deborah H. Crininger

DEVELOPER:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 6th day of February, 2003, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Deborah H. Crininger
NOTARY PUBLIC

My Commission Expires: 4-25-05

DATE: 02/06/2003 10:00:00 AM BY: JTL-PERRY HALL ASSOCIATES, LP

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 10th day of FEBRUARY, 2003, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
COUNTY SOLICITOR

UNLAWFUL TO REPRODUCE OR TRANSMIT IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE BALTIMORE COUNTY SOLICITOR

0014892 242
17532 242

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)

Space Reserved for Clerk Recording Volitional

FD SURE \$ 5.00
 RECORDING FEE 20.00
 TOTAL 25.00
 Rec'd # 22027
 Blk # 2297
 12/20/03 11:13 am

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.			
		Deed	Mortgage	<input checked="" type="checkbox"/> Other Amended Declaration	Other
2	Conveyance Type Check Box	Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale [9]
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	
3	Tax Exemptions (if Applicable)	Recordation			
		State Transfer			
Cite or Explain Authority		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 DUE	\$

5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent: <i>JMS</i>
		Recording Charge	\$	\$	Tax Bill:
		Surcharge	\$	\$	C.B. Credit:
		State Recordation Tax	\$	\$	Ag. Tax/Other:
		State Transfer Tax	\$	\$	
		County Transfer Tax	\$	\$	
		Other	\$	\$	

DEC
read by County atty

6	Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG		
		11th						<input type="checkbox"/> (5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)	
		The Garden Condominium at					71/66	0.617 Ac	
		Perry Hall Farms		Location/Address of Property Being Conveyed (2)					

9605 Haven Farm Court Units A thru M excluding I

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)	Doc. 2 - Grantor(s) Name(s)
		Perry Hall Farms Joint Venture and NVR, Inc.	
		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)
		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		<input checked="" type="checkbox"/> Return to Contact Person
		Name: Cynthia Hitt Kent		<input type="checkbox"/> Hold for Pickup
		Firm: Law Office Of Cynthia Hitt Kent, L.L.C.		<input type="checkbox"/> Return Address Provided
		Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233 Phone: (410) 363-9600		

2003-12-20 11:13 AM

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

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Exhibit A - Description of Perry Hall Farms

Exhibit B - Description of Property to be Annexed

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration"), made the 5th day of December, 1997, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as "Declarant").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described in Exhibit A attached hereto and made a part hereof and on the subdivision plats recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium reglmes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. The Declarant is developing and intends to develop Section One of the Perry Hall Farms Community into 103 single family residential lots, more particularly described in the subdivision plats entitled "Plat One, Section One, Perry Hall Farms" and "Plat Two, Section One, Perry Hall Farms recorded among the Land Records of Baltimore County, Maryland, in Plat Book SM 69, Folio 060 and Plat Book SM 69, Folio 058, respectively, and any amendments thereto (hereinafter referred to as the "Plats").

C. The Declarant desires to provide for the preservation, protection and enhancement of the property and amenities in the Community and for maintenance of common real and personal property, and to this end desires to subject the property described in the Plats to the covenants, conditions, easements, charges, liens and restrictions, hereinafter set forth, all of which are for the benefit of the property and subsequent owners of any and all parts thereof.

D. The Declarant has deemed it desirable for the efficient preservation, protection and enhancement of the values, the property and the amenities in the Community to create an entity to which is delegated and assigned certain authority, powers and duties with respect to owning, maintaining and administering the common real and personal property; administering and enforcing the covenants, conditions and restrictions hereafter set forth; and collecting and disbursing the assessments hereinafter created.

E. To that end, the Declarant has formed (or intends to form) PERRY HALL FARMS MASTER ASSOCIATION, INC., a homeowners association as that term is defined

in Title 11B of the Real Property Article of the Annotated Code of Maryland, for the purpose of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the Property (hereinafter defined) is and will be held, conveyed, hypothecated or encumbered, sold, leased, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants," "conditions" or "restrictions") hereinafter set forth.

ARTICLE I. DEFINITIONS

Section 1. "Master Association" means PERRY HALL FARMS MASTER ASSOCIATION, INC., a Maryland non-profit, non-stock corporation, its successors and assigns.

Section 2. "Sub Association" means the homeowners association or the condominium regime which is responsible for the management and operation of a portion or section of the Perry Hall Farms Community as provided in the governing documents for such homeowners association or such condominium regime.

Section 3. "Additional Property" means all that real property described on Exhibit B attached hereto and made a part hereof, and as shown on the subdivision plats of the Community, not now subjected to this Declaration, but intended to be annexed into and brought within the jurisdiction of the Master Association in accordance with Article IV hereof.

Section 4. "Assessment" means an "Annual Assessment" or a "Special Assessment," or either of them, as the context may require, imposed by the Association pursuant to Article V of this Declaration.

Section 5. "Board" means the Board of Directors of the Master Association.

Section 6. "Common Areas" means all real property (including the improvements thereon) owned by the Master Association for the common use and enjoyment of the Owners. As of the date of this Declaration, there is no Common Area in Section One of the Community and the Common Areas are located in the Additional Property intended to be annexed into the Master Association at a later date.

Section 7. "Declarant" means PERRY HALL FARMS JOINT VENTURE, its successors and assigns.

Section 8. "Development Period" means that period of time commencing with the date of this Declaration and ending on the later to occur of (a) the tenth (10th) anniversary date thereof, or (b) the issuance of a use and occupancy permit by Baltimore County for the occupancy of a Dwelling on at least ninety percent (90%) of the anticipated Lots and Units in the Community subject to this Declaration. The "anticipated number of Lots and Units in the Community subject to this Declaration" at this time means 1134 dwelling units, which number shall be subject to increase or decrease based on final record plats and final build out of the Community. Notwithstanding the foregoing, at any time, the Declarant may sign a written instrument stating the Development Period to be officially terminated as of a date certain.

Section 9. "Dwelling" means any building or unit of a building constructed on any portion of the Property intended for use and occupancy as a residence in accordance with applicable subdivision, building and zoning laws, codes, ordinances and regulations.

Section 10. "Lot" means any plot of land shown upon any recorded subdivision Plat of the Property intended as a building lot for the development, use and occupancy of one single family residential Dwelling and will otherwise have the meaning ascribed to it by the governing documents of the homeowners association to which it belongs.

Section 11. "Member" means every Sub Association in the Property.

Section 12. "Mortgagee" means the holder of any mortgage or trustee or beneficiary of any deed of trust on any Lot or Unit within the Property.

Section 13. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is part of the Property, including contract sellers, but excluding contract purchasers and those having such interest as security for the performance of an obligation.

Section 14. "Plat" or "Plats" means each record subdivision plat of all or any part of the Property subject to this Declaration. As of the date of this Declaration, the term includes the record Plats of Section One of the Community described in the Explanatory Statement.

Section 15. "Property" means the real property described in the Plats, and such Additional Property as may hereafter be annexed and brought within the jurisdiction of the Master Association. As of the date of this Declaration, the term includes Section One of the Community described in the Explanatory Statement.

Section 16. "Structure" means any structure defined as such by the County zoning regulations provided that, in addition thereto for purposes of this Declaration, the term Structure includes (a) a Dwelling; (b) any other thing, item or device, the placement of

which affects the physical appearance of the Dwelling or the Lot or Unit; (c) any excavation or fill, the volume of which exceed 10 cubic yards; and (d) any excavation, diversion or disturbance of the land which affects the physical appearance of a Dwelling or the Lot or Unit or alters the natural flow of surface waters upon or across any Lot or Unit.

Section 17. "Unit" means an enclosed space or spaces in all or a portion of a building shown upon any recorded subdivision Plat of the Property intended for the development, use and occupancy of one single family residential Dwelling and shall otherwise have the meaning ascribed to it by the governing documents of the condominium regime to which it belongs.

Section 18. "Use" means any use defined as such by the County zoning regulations provided that, in addition thereto for purposes of this Declaration, the term Use includes (i) any purpose for which a Structure or a Lot or a Unit is used or occupied, and (ii) any activity, occupation, business or operation carried on or in a Structure, Lot or Unit.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas now or hereafter a part of the Master Association, which right and easement shall be appurtenant to and shall pass with the title to every Lot or Unit, subject to the following provisions:

(a) the right of the Master Association to assess annual fees for the operations of the Master Association and the maintenance and improvement of the Common Areas and the amenities, if any, located thereon;

(b) the right of the Master Association to suspend the voting rights and right to use the Common Areas and the amenities, if any, located thereon, by an Owner for (i) any period during which an Assessment against the Owner's Lot or Unit is delinquent, (ii) any period during which an Owner continues to violate the published rules and regulations of the Master Association or of any Sub Association, and (iii) a period (not to exceed sixty (60) days) for a non-continuous infraction of the published rules and regulations of the Master Association or of any Sub Association;

(c) the right of the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by all of the Sub Associations following approval by two-thirds (2/3rds) of the Owners in each Sub Association and fifty-one percent (51%) of all Mortgagees holding first mortgages or first deeds of trust on Lots or Units in each Sub Association;

(d) the right of Declarant prior to the conveyance of the Common Areas, and of the Master Association, to grant and reserve easements and rights-of-way through, under, and over and across the Common Areas, for installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, electricity, natural gas, fuel oil, communications systems, drainage and other utilities;

(e) the right of the Master Association to limit the number and charge reasonable fees for guests of Members utilizing Common Areas and amenities, if any, located thereon;

(f) the right of the Master Association to establish and enforce uniform rules and regulations pertaining to the use of the Common Areas and amenities, if any, located thereon; and

(g) the right of the Master Association to regulate the use, maintenance, repair and replacement of the Common Areas and amenities, if any, located thereon.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas to any person or persons residing on or in his Lot or Unit, including the family members, his lessees or contract purchasers, subject to such rules and regulations which the Master Association, by and through its Board, may from time to time adopt; provided, however, that such delegation shall not abrogate a) the duty of the Owner, if any, to pay Assessments as provided in Article V hereof; b) the duty of the Owner, his family members, his lessees and/or contract purchasers to abide by the covenants, conditions and restrictions contained in this Declaration; and c) the duty of the Owner, his family members, his lessees and/or contract purchasers to abide by rules and regulations, if any, adopted from time to time by the Master Association.

Section 3. Encroachments. In the event that any portion of any Dwelling encroaches upon the Common Areas and amenities, if any located thereon, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the aforesaid Dwelling, a valid easement for such encroachment and for the maintenance of same shall exist so long as such encroachment exists.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Sub Association within the Property shall be a Member of the Master Association.

Section 2. Sub Association Member's Voting Rights. Each Sub Association Member shall be entitled to one (1) vote. Such vote shall be exercisable by the representative of the Sub Association Member who shall be elected by the Sub

Association's Board of Directors. The representative may be, but does not necessarily have to be, a member of the Sub Association's Board;

ARTICLE IV.
ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Baltimore County, Maryland, and is shown on the Plats. No other real property shall be subject to this Declaration until annexed pursuant to the provisions of Section 2 below, it being understood that the Declarant, its successors and assigns, have the right to freely develop any real property owned by it and not annexed pursuant to the provisions of Section 2 in any fashion and for any use not prohibited by law or governmental regulation and have no obligation to develop any real property not so annexed.

Section 2. Annexation.

(a) The Declarant, its successors and assigns, without the assent of the Members, may annex to the Property all or any portion of the additional land located in Baltimore County, Maryland and more particularly described on Exhibit B attached hereto and made a part hereof; provided, however, that in the event any portion of the Property (including the additional land currently being annexed) has been approved for federally insured mortgage financing purposes by the Federal Housing Administration or the Veterans Administration, then the prior written consent of such approving agency to the annexation shall be required.

(b) Additional property outside the boundaries of the land described on Exhibit B may be annexed only with the consent of a 2/3rds majority of the Members having approval by two thirds (2/3rds) of the Owners of the Member, such Owners voting in person or by proxy at a regular or special meeting duly called for such purpose following the notice and quorum requirements for approval of such matters by the Sub Association.

(c) Any annexations made pursuant to this Article, or otherwise, shall be made by recording an Amendment to this Declaration among the Land Records of Baltimore County, Maryland, which Amendment shall extend the scheme of these covenants, conditions and restrictions to such annexed property. Any such Amendment may contain additions and modifications to the covenants, conditions and restrictions set forth in this Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

Section 4. De-annexation.

(a) During the Development Period, the Declarant, its successors and assigns, may de-annex any property owned by it from the Property. Such de-annexed property shall no longer be subject to the covenants, conditions and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which affect the de-annexed property. Such de-annexation shall be made by recording an Amendment to this Declaration among the Land Records of Baltimore County, Maryland, withdrawing the effect of the covenants, conditions and restrictions of this Declaration from the de-annexed property. Such de-annexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

(b) In the event any portion of the Property has been approved for federally insured mortgage financing purposes by the Federal Housing Administration or the Veterans Administration, or a successor government agency, no de-annexation shall be made pursuant to this Article, or otherwise, except following a determination by the approving agency that the de-annexation is not contrary to a general plan for the development of the community previously approved or, if no such general plan was previously approved by the agency, except following the prior written approval of the agency.

**ARTICLE V.
ASSESSMENTS**

Section 1. Covenant to Pay Assessments. The Declarant, for each Lot or Unit owned within the Property, hereby covenants, and each Owner of a Lot or Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed to pay to the Master Association or to the Sub Association for the benefit of the Master Association: (a) Annual Assessments and (b) Special Assessments. The Annual and Special Assessments, together with interest, late charges, costs of collection, and reasonable attorneys' fees, shall be a charge on, and shall be a continuing lien upon the Lot or Unit against which each such Assessment is made. Each Assessment, together with interest, late charges, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot or Unit as of the date of imposition of the Assessment. The Owner's personal obligation for Assessments shall not pass to the Owner's successor in title unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The primary purpose of the Master Association is to organize the Perry Hall Farms Community with a uniform architectural scheme of development and to maintain the aesthetic appearance of the Community and thereby the value of the Lots, Units and Dwellings in the Property. To that end, the

Assessments levied by the Master Association, by way of example rather than as a limitation, may be used for the following purposes:

(a) to promote the health, safety, welfare and recreation of the residents of the Property;

(b) to pay all administrative, managerial, legal, insurance (including ancillary coverage for the Master Association, its Directors, officers, employees and agents) and any other costs or expenses incurred by the Master Association in the operation of the Master Association including the costs associated with enforcement of maintenance requirements, architectural control, use restrictions and the enforcement of rules and regulations;

(c) to pay taxes and other governmental charges and assessments on the Common Areas, if any;

(d) for the use, improvement, maintenance, repair, and replacement of the Common Areas and improvements located therein;

(e) to provide an adequate reserve for maintenance, repair and replacement of the Common Areas and any improvements situate thereon;

(f) to pay for the cost of all utilities or utility services transmitted by or through one or more of the common utilities and not separately metered and billed to each Owner;

(g) to pay for lawn maintenance (including the cutting of all grass) and the maintenance or replacement of all improvements and landscaping originally placed or planted by the Declarant in the public rights-of-way; entrance ways; medians; parking islands and bays, whether or not such improvements are placed on or such landscaping is located in the Common Areas;

(h) such other reasonable and necessary expenses to pay for the responsibilities of the Master Association.

Section 3. Annual Assessments.

(a) The first Assessment Year shall commence on the first day of the month following conveyance of the first Lot or Unit to an Owner and shall terminate on the thirty-first (31st) day of December next succeeding such date. Thereafter, each calendar year shall be an Assessment Year for so long as this Declaration is in effect. Not more than one Annual Assessment may be levied against a Lot or Unit in any Assessment Year.

(b) The Board may fix the Annual Assessment against each Lot or Unit at an amount less than or equal to the Maximum Annual Assessment. During the first Assessment Year, the Maximum Annual Assessment permitted shall be One Hundred Dollars (\$100.00) per Lot or Unit prorated if necessary for the first Assessment Year. The Annual Assessment may be payable in monthly, quarterly, semi-annual or annual installments, as determined by the Board, and as prescribed in the Notice of Assessment.

(c) From and after the first Assessment Year, the permitted Maximum Annual Assessment may be increased each Assessment Year not more than ten percent (10%) above the Maximum Annual Assessment for the previous Assessment Year, such increase to be determined by the Board of the Master Association, without the necessity of a vote by the membership of each Sub Association.

(d) From and after the first Assessment Year, the Maximum Annual Assessment may be increased more than ten percent (10%) above the permitted Maximum Annual Assessment for the previous Assessment Year with the assent of a majority of all of the Members, without the necessity of a vote by the membership of each Sub Association.

(e) By December of each year, the Board shall adopt a budget for the next Assessment Year. By December 15 of each year, the Board shall mail to each Owner of a Lot or Unit in the Property a copy of the budget and a Notice of Assessment for the next Assessment Year. The budget and the Notice of Assessment for the next Assessment Year shall be sent pursuant to the notice requirements of Article XII, Section 4. The Master Association's failure to act in the manner provided herein shall not invalidate any such action if taken at a later time. Until a budget is established for any Assessment Year, however, the Annual Assessment applicable to an Owner and his Lot or Unit shall be presumed to be the Annual Assessment applicable to the preceding Assessment Year and each Owner shall be bound to pay such Annual Assessment in the manner applicable to the preceding Assessment Year.

Section 4. Special Assessments.

(a) In addition to the Annual Assessments authorized above, the Master Association may levy Special Assessments for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property; or (ii) the payment of unexpected or unbudgeted costs resulting from extraordinary events; or (iii) the payment of expenses for any other purpose; provided that any such Special Assessment shall have the assent of a majority vote of the Members voting at a regular or special meeting called for this purpose. In the event the Special Assessment represents one hundred fifty percent (150%) or more of the permitted Maximum Annual Assessment or more than One Hundred Dollars per Lot or Unit, whichever is greater, the approval of the Special Assessment shall

be by all of the Members following approval by two-thirds (2/3rds) of each Sub Association Member's Owners voting in person or by proxy, at a meeting duly called for such purpose.

(b) A Notice of Special Assessment shall be given at least fifteen (15) days prior to the due date of the Special Assessment or the first installment thereof (if permitted to be paid in installments) and sent pursuant to the notice requirements set forth in Article XII, Section 4. The Special Assessment may be payable in monthly, quarterly, semi-annually or annually installments, as determined by the Board of Directors, and as prescribed in the Notice of Special Assessment.

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Section 5. Uniform Rate of Assessment. Except as otherwise provided below in Section 6, any Annual Assessments levied for any Assessment Year shall be fixed at a uniform rate for all Lots and Units.

Section 6. Declarant's and Builder's Exemptions. Until the expiration of the Development Period, unless prohibited by law, for each Assessment Year, the Declarant may elect either reduced Assessments or no Assessments for the Lots or Units owned by the Declarant or the Builders in which case the regular Assessments against any such Lots or Units owned by the Declarant or the Builders shall commence on the date a deed of conveyance is delivered by the Declarant or the Builder to the purchaser of the Lot or Unit. During such portion of the Development Period for which the Declarant elects no Annual Assessments for the Lots or Units owned by the Declarant or the Builders, the Declarant shall have the financial responsibility to fund any deficit or shortfall in the actual expenses necessary for the Master Association to carry out its obligations and responsibilities hereunder. In the event the Declarant elects reduced Assessments on Lots or Units owned by the Declarant or the Builders, the Assessment imposed against any Lot or Unit owned by the Declarant or the Builders shall be twenty five percent (25%) of the Assessment levied against other Lots or Units in the Property. Any such election by the Declarant hereunder shall be evidenced by a written statement filed with the books and records of the Association.

Section 7. Certificate of Payment. The Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether the Assessments on a specific Lot or Unit have been paid. A properly executed certificate of the Master Association as to the status of Assessments on a Lot or Unit is binding upon the Master Association as of the date of its issuance.

Section 8. Non-Payment of Assessments. If any Assessment, or any installment thereof (if such Assessment was permitted to be paid in installments), is not paid within fifteen (15) days after the due date, then the entire unpaid balance of the Assessment shall be immediately due and payable and shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest

interest rate allowed by law, whichever is greater. The delinquent Assessment or each installment thereof shall also be subject to a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the delinquent Assessment or installment thereof, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days. Each delinquent Owner shall also be responsible for payment of all costs of collection and reasonable attorneys' fees incurred by the Master Association as a result of non-payment of any Assessment or installment thereof. The Master Association shall also have the right to enforce collection of the delinquent Assessments by bringing an action at law against each Owner personally obligated to pay same, or may establish and foreclose a lien against the Lot or Unit pursuant to Title 14 of the Real Property Article of the Annotated Code of Maryland, as amended from time to time, and any successor statute thereto. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot or Unit.

Section 9. Enforcement and Priority of Lien.

(a) So long as the Maryland Contract Lien Act remains in effect, when entitled to a lien under this Declaration, the Master Association may proceed to establish and enforce the lien in accordance with the Maryland Contract Lien Act.

(b) In the event the Maryland Contract Lien Act shall not be in force and effect, when entitled to a lien under this Declaration, the Master Association shall have the immediate right to enforce collection of the delinquent Assessments through foreclosure in the same manner and subject to the same requirements as the foreclosure of mortgages and deeds of trust on real property in the State of Maryland containing a power of sale or an assent to a decree.

(c) By acceptance of a deed therefore, whether or not it shall be so expressed in such deed, each Owner of a Lot or Unit shall be deemed to have expressly authorized the establishment, enforcement and foreclosure of the lien by the Master Association subject to the rules pertaining to foreclosures of mortgages and deeds of trust containing a power of sale or an assent to a decree, in accordance with the public general laws of the State of Maryland and the Maryland Rules of Procedure, as time to time amended, or any successor statute, relating to the foreclosure of real property, as if the Master Association were the mortgagee and the Owner were the mortgagor.

(d) Any sale or transfer pursuant to foreclosure shall not relieve the Owner or the Lot or the Unit from the liability for any Assessments thereafter becoming due, nor from the lien for any subsequent delinquent Assessment.

Section 10. Release of Lien. Upon the timely curing of any default for which a lien was filed or recorded by the Master Association, the officers of the Master Association are hereby authorized to file or record, as the case may be, an appropriate release of such lien, upon payment by the defaulting Owner of a reasonable release fee, to be determined by the Master Association to cover the costs of preparing and filing or recording such release.

Section 11. One Satisfaction; Cumulative Remedies; Waiver. The lien, the right to institute suit for collection and the right to foreclose pursuant to the lien shall be in addition to and not in substitution for all other rights and remedies which the Master Association, its successors and assigns, may have hereunder or now or hereafter existing at law or in equity, by statute or otherwise, provided there be but one satisfaction of the claim. The election of any one or more of the remedies shall not constitute a waiver of the right to pursue other available remedies.

Section 12. Subordination of the Lien to Mortgages. The lien provided for herein shall be subordinate to the lien of any institutional Mortgagee providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first and purchase money second mortgage combination designed to facilitate financing due to statutory lending limits which may prohibit financing of first mortgages in excess of certain dollar amounts. Sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien as to delinquent assessments and permitted charges which became due prior to such sale or transfer except to the extent of surplus proceeds realized as a result of such sale or transfer. No sale or transfer shall relieve such Owner from liability for any assessments and permitted charges becoming due after such sale or transfer.

Section 13. Notice to Mortgagees. Upon written request from the Mortgagee, the Master Association shall give written notice to the Mortgagee of any Assessment or Installment thereof (if such Assessment is permitted to be paid in installments) that becomes delinquent for a period in excess of sixty (60) days and of any other default by the Owner with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

Section 14. Collection of Assessments from Sub Associations. Notwithstanding the foregoing scheme of Assessments, and notwithstanding anything contained herein to the contrary, the Board of the Master Association may, in its sole discretion, determine whether to collect the Assessments levied and imposed by the Master Association directly from the Owners of the Lots or Units or to require the Sub Associations to collect the Assessments from their respective Owners and to remit the sums collected to the Master Association as and when required by the Master Association to do so. In the event the Master Association collects the Assessments from the Sub Associations, the Sub

Associations shall be responsible for collecting and for pursuing collection remedies with respect to delinquent Owners in the manner provided for the collection of Assessments and permitted charges in the Sub Associations' documents.

**ARTICLE VI.
MAINTENANCE**

Section 1. Common Areas. The Master Association shall be responsible for the care and maintenance of the Common Areas and all improvements of any kind located therein.

Section 2. Improved Areas.

(a) To the extent not assumed by the Owner of the Lot or the Unit or the County, the Master Association may care for, beautify, maintain and repair all or portions of the public rights-of-way, entrance ways, islands, parking bays, sidewalks and walkways that are located within the Property (hereinafter referred to as "Improved Areas"), including maintenance of entranceway monuments; areas planted with grass, flowers, shrubs, trees or other foliage; sidewalks and walkways; islands or parking bays adjacent to the sidewalks, walkways, or to the Lots or Units, whether or not such Improved Areas have been dedicated to Baltimore County, Maryland or any other appropriate governmental or quasi-governmental authority or group. It is intended by this Section that the Master Association should be given the authority to provide for uniform maintenance and beautification of the Improved Areas so as to enhance the values and amenities of the Community, however, it is not intended by this Section that the Master Association should assume or subsume significant obligations and/or financial responsibilities assumed by or belonging to the County or to individual Owners.

(b) Unless the Master Association has assumed such responsibility, the responsibility for care, maintenance, repair and replacement of the Improved Areas shall remain with the County or the individual Owner, who by virtue of ownership of the Lot or Unit or by applicable law, is deemed to have responsibility therefor.

(c) In the event of damage or destruction of any portion or all of the Master Association's real or personal property by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any. In the event that the proceeds of insurance are not sufficient to repair such damage or destruction, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged property shall be accomplished promptly by the Master Association at its common expense. The ratable share of the expense of such repairs or reconstruction may be assessed in the Annual Assessment or in a Special Assessment provided for in this Declaration. Notwithstanding

MAINTENANCE

the foregoing, if any such damage is caused by the negligence of an Owner, his family members or guests, then the cost of repair or reconstruction shall not be a common expense but rather shall be assessable to and recoverable from such Owner. In the event the Owner fails to promptly pay the assessed costs, then the same shall be recoverable in the same manner as Assessments pursuant to Article V hereof.

Section 3. Individual Lots and Units.

(a) Except as otherwise provided herein or in the governing documents of the Sub Association of which the Lot or Unit is a part, the Owner of each Lot or Unit in the Property shall be responsible for the care, maintenance, repair and replacement of his Lot or Unit, the Dwelling and all Improvements situated thereon.

(b) In the event that any Owner shall fail to maintain, repair or restore any Lot or Unit, the Dwelling or any Improvements situate thereon in a manner satisfactory to the Board of Directors, following notice to the Owner and opportunity to cure, the Declarant, the Master Association, or the Sub Association shall have (i) the right to fine the Owner; or (ii) the right to enter upon the Lot or Unit and maintain, repair or restore the Lot or Unit in accordance with Article X hereof.

Section 4. Appeal to the Master Association. In the event an Owner is dissatisfied with the decision of the Sub Association with respect to maintenance, the Owner may appeal in writing to the Master Association Architectural Committee. The Master Association shall receive and consider the appeal in accordance with the procedures for architectural appeals set forth in Article VIII below.

Section 5. Limitation of Liability. The Master Association shall not be liable for any failure of utilities or other services to be obtained by the Master Association or paid out of the common funds, or for injury or damage to person or property caused by the elements or by the Owner of any Lot or Unit, or any other person, or flow from any portion of the Property owned and/or maintained by the Master Association or from any wire, pipe, drain, conduit, appliance or equipment. The Master Association shall not be liable to the Owner of any Lot or Unit for loss or damage, by theft or otherwise, of articles which may be left out in the open. No diminution or abatement of Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Master Association's real or personal property, or to any Lot or Unit or from any action taken by the Master Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority. THE MASTER ASSOCIATION IS NOT A PROVIDER OF SECURITY SERVICES FOR THE LOTS, THE UNITS, OR THE DWELLINGS, AND OWNERS SHOULD IMPLEMENT SECURITY MEASURES, IF DESIRED, TO PROTECT THEIR PERSONS, LOTS, UNITS, DWELLINGS AND PERSONALTY.

ARTICLE VII.
POWERS AND DUTIES OF THE MASTER ASSOCIATION

Section 1. General Powers and Duties. In addition to the powers and duties enumerated in the Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Master Association shall:

- (a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the Common Areas and amenities, improvements and landscaping thereon, and all real or personal property acquired by the Master Association, and to pay all the costs thereof;
- (b) Pay any real and personal property taxes and other charges assessed against the Common Areas;
- (c) Have the authority to obtain, for the benefit of the Common Areas, all water, gas and electric service, refuse collection and similar common type services;
- (d) Have the authority to grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Property subject to the provisions of this Declaration;
- (e) Have the authority to contract for fire, casualty, liability and other insurance on behalf of the Master Association and maintain such policy or policies of insurance as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Master Association, its Board of Directors, its officers, its employees, its Members and its property;
- (f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Master Association, provided that any contract with a person or firm appointed shall not exceed one (1) year in term unless approved by a majority of the Members of the Master Association, with the exception of an insurance contract that may be for a period not to exceed three (3) years;
- (g) Have the authority to enforce the provisions of this Declaration and the By-Laws of the Master Association, and to establish and impose sanctions, including fines, for the violation thereof;
- (h) Have the authority to establish and enforce uniform rules and regulations pertaining to the Common Areas located in the Property, and to establish and impose sanctions, including fines, for the violation thereof;

(i) Have the authority to approve and enforce, including and abatement, the violation of any approved rules and regulations and Associations with respect to the use of the Lots and Units; and

**ARCHITECTURAL
Committee**

(j) Have the authority to approve and establish for the Community, uniform architectural rules and regulations and architectural Lots and the Units in the Property.

Section 2. Books and Records. The Master Association shall maintain adequate books and records of the Master Association pursuant to Title 11B of the Real Property Article of the Annotated Code of Maryland, and any successor statute and any other applicable law now existing or hereinafter enacted. Any Member, Owner and Mortgagee shall have the right to inspect and examine the books and records of the Master Association during regular business hours and upon reasonable written notice. Such inspection and examination may be further subject to applicable law and/or rules and regulations adopted by the Master Association with respect thereto.

**ARTICLE VIII.
ARCHITECTURAL CONTROL**

Section 1. Architectural Committee.

(a) There shall be an architectural committee (hereinafter referred to as the "Master Association Architectural Committee") formed for the purpose of (i) hearing appeals regarding maintenance issues, architectural matter and use restrictions, and (ii) working with the Sub Associations to establish uniform rules and regulations and architectural guidelines for the Property. The Master Association Architectural Committee shall have a minimum of three (3) members, each of whom shall (notwithstanding the expiration of the period referred to in the provisions of subsection (b) of this Section 1) serve as such until the earlier to occur of:

- (i) his resignation from the Master Association Architectural Committee, or
- (ii) his replacement pursuant to the following provisions of this Section by the Declarant or the Board of Directors.

(b) The Declarant shall have the exclusive right from time to time to designate and replace the members of the Master Association Architectural Committee until the later to occur of:

- (i) the expiration of the Development Period, or

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- (ii) in the event of earlier termination of the Development Period and transfer of control of the Board of Directors to the Members, ten (10) years from the date of this Declaration.

Notwithstanding the foregoing, at any time prior to the foregoing events, the Declarant may delegate architectural review powers and duties to the Master Association's Members by express written instrument signed by the Declarant and recorded among the Land Records of Baltimore County, Maryland.

(c) Thereafter, the Board, by the majority vote, shall have the right to designate and replace the members of the Master Association Architectural Committee who will serve at the pleasure of the Board. Nothing herein shall prevent the Declarant from creating an Advisory Master Association Architectural Committee whose members are from the Sub Associations; however, such Advisory Master Association Architectural Committee shall have non-binding advisory powers only and only the decision of the Declarant-appointed Master Association Architectural Committee shall be final and binding.

(d) The affirmative vote of a majority of the members of the Master Association Architectural Committee shall be required to take any action; however, during the period of Declarant control of the Master Association Architectural Committee, the Declarant may designate one member to act for the Committee.

Section 2. Rules and Regulations: Guidelines. Upon submission of proposed rules and regulations with respect to the proper form for submission of an architectural application or proposed architectural guidelines with respect to the general types and styles of architectural improvements, the Master Association Architectural Committee shall review, consider, approve, approve with conditions or disapprove, such rules and regulations or guidelines and notify the Sub Association submitting the proposed rules and regulations or architectural guidelines in writing of its decision.

Section 3. Appeals to the Master Association.

(a) The Master Association Architectural Committee shall receive and consider appeals from Owners of the Sub Associations regarding maintenance violations, architectural decisions and use restriction violations with which the Owner is dissatisfied. All appeals shall be submitted in writing within thirty (30) days of the decision of the Sub Association Architectural Committee or within thirty (30) days of the action taken by the Sub Association. The appeal shall set forth the substance of the appeal and the facts upon which it is based. The Master Association Architectural Committee shall have the right to impose a filing fee for such appeals. Upon receipt of an appeal, the Master Association Architectural Committee shall have the right to request from the Owner additional information showing in reasonable detail the nature of the proposed modification, Structure or Use, or violation, or other information required to fully review the appeal.

(b) Within thirty (30) days of receipt of the appeal or receipt of such additional information as the Master Association Architectural Committee may deem necessary, a hearing shall be scheduled to hear the appeal, unless such hearing is waived by the appealing party and the Sub Association. The Owner shall be entitled to legal representation at his expense. The hearing shall be attended by a quorum of the Master Association Architectural Committee, however, during the period of Declarant control, the hearing may be held and decided by the designated Declarant-appointed member. The hearing shall be convened on not less than ten (10) days notice to the Owner. At the hearing, the Owner shall be given the opportunity to present witnesses and documentation in support of his position. The Sub Association shall be given the opportunity to submit information in rebuttal. The hearing may be adjourned from time to time as may be necessary or proper for full consideration of the matter. Counsel for the Master Association shall decide all issues of law arising out of the appeal. Within a reasonable time after adjournment of the hearing, the Master Association Architectural Committee shall notify the Owner in writing of its decision, which decision shall be final and binding on the Owner and the Sub Association.

(c) The Master Association Architectural Committee shall have the absolute right to refuse to grant architectural approval for any aesthetic or other reasonable cause. In considering whether to grant any such approval, the Master Association Architectural Committee may consider the suitability of the proposed modification, Structure or Use with relation to the Lot or Unit and to the other Lots or Units, and may base such consideration upon such, if any, information concerning the nature, kind, shape, height, materials, location and approximate cost of the proposed modification, Structure or Use as is furnished to the Master Association Architectural Committee, all to the end that any approved proposed modification, Structure or Use shall be in harmony with, and have no adverse effect upon, its immediate surroundings and the other Lots or Units.

(d) The Master Association Architectural Committee shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any Plans, or (ii) the construction or performance of any work, whether or not pursuant to approved Plans. Notwithstanding anything contained herein to the contrary, all modifications, Structures and Uses shall be constructed, erected, commenced or maintained only in accordance with applicable laws, regulations and policies of the County or any other governmental body having authority and jurisdiction over the Property.

Section 4. Architectural Violations. In the event an Owner fails to obtain architectural approval or proceeds to effect an architectural modification, Structure or Use that does not conform to the approval granted following notice to the Owner and opportunity to cure, the Declarant, the Master Association or the Sub Association shall have (i) the right to fine the Owner, or (ii) the right to enter upon the Lot or Unit and maintain, repair or restore the Lot or Unit in accordance with Article X hereof.

ARTICLE IX.
USE RESTRICTIONS

Section 1. General Use Regulations. The use restrictions applicable to the Property shall be those use restrictions set forth in the governing documents of the Sub Associations. Such use restrictions as are now or as may be hereafter enacted with respect to the Sub Association are adopted and incorporated by reference herein.

Section 2. Special Use Regulations.

(a) The Master Association may, in the discretion of the Board, designate, provide and maintain a suitable area for designated activities such as the parking and washing of motor vehicles and/or the minor repair of motor vehicles and such other activities with respect to such vehicles as the Board may determine.

(b) The Master Association may, in the discretion of the Board, adopt rules and regulations relating to the size, shape, color, number, type and manner of storage of trash containers.

(c) To the extent allowed by applicable law, the Master Association shall have the authority to establish and enforce requirements with respect the placement, screening and the aesthetics of any such antenna structures permitted by applicable pre-emptive Federal, State or local law. The Master Association shall also have the right to designate, provide and maintain a suitable area for common antennae structures for use by multiple Owners in the Property.

(d) Any of the foregoing rights of the Master Association may be delegated in the sole discretion of the Master Association to one or more of the Sub Associations, in which event, the adoption of any rule or regulation or policy with respect thereto or any amendment thereof shall be subject to the approval of the Master Association prior to the adoption and publication thereof by the Sub Association.

Section 3. Enforcement.

(a) As provided in the governing documents of the Sub Association of which the Lot or Unit is a part, the Owner of each Lot or Unit in the Property shall abide by all use restriction relating to his Lot or Unit, the Dwelling and all improvements situated thereon.

(b) In the event that any Owner shall fail to abide by the use restrictions, following notice to the Owner and opportunity to cure, the Declarant, the Master Association or the Sub Association shall have (i) the right to fine the Owner, or (ii) the right

to enter upon the Lot or Unit and maintain, repair or restore the Lot or Unit in accordance with Article X hereof.

Section 4. Appeal to the Master Association. In the event an Owner is dissatisfied with the decision of the Sub Association with respect to enforcement of the use restrictions, the Owner may appeal in writing to the Master Association Architectural Committee. The Master Association shall receive and consider the appeal in accordance with the procedures for architectural appeals set forth in Article VIII below.

Section 5. Exemptions.

(a) During the Development Period, the use restrictions set forth in this Article IX or adopted by reference herein shall not apply to the Declarant or any Builder, their respective successors and assigns, agents, employees, contractors and invitees. Nor shall the provisions of this Article apply to any modification, Structures, proposed Structure or Uses commenced, erected or maintained by the Declarant or any Builder on any Lot or Unit or within the Property until after completion thereof by the Declarant or the Builder and the conveyance thereof to an Owner; provided, that general Dwelling type designs and general improvement options offered with respect to the newly constructed Dwellings and improvements on the Lots or Units built by any Builder shall be subject to the prior approval by the Declarant.

(b) During the Development Period, the Declarant or any Builder may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs, and special lighting on any part of the Property and on or in any Structure which has not yet been conveyed to the County or to an Owner, subject only to approval thereof by the Declarant.

(c) During the Development Period, the Declarant or any Builder shall be entitled to conduct on any Lot or Unit and on the Property all activities normally associated with and convenient to the development of the Property and the development, construction, reconstruction, maintenance, repair, sale and lease of the Dwellings, the Lots and the Units, subject only to approval thereof by the Declarant.

Section 6. Use Violations. In the event an Owner violates any provision of this Article IX, the Declarant and/or the Master Association, may in accordance with a published penalty procedure, fine such Owner for the violation; or, following notice to the Owner and opportunity to cure, the Declarant and/or the Master Association, shall have the right to enter upon the Lot or Unit and maintain, repair or restore the Lot or Unit in accordance with Article X hereof.

ARTICLE X.
RIGHT OF ENTRY TO ABATE VIOLATIONS

Section 1. Master Association's Right of Entry. Each Sub Association has (and is intended to have) the right of entry and the right to abate violations with respect to maintenance, architectural control and use restrictions within the Sub Association's property. In the event of such a violation by an Owner, and the failure of the Sub Association of which the Owner is a part, to enforce the covenants with respect thereto, the Master Association may, upon ten (10) days' prior written notice to the Sub Association and the Owner (unless, in the discretion of the Board an emergency necessitates a shorter period of time), exercise the right of entry and the right to abate the violation in accordance with the Sub Association's governing documents as though the Master Association were the Sub Association. Any cost and expense may be recovered from the Owner as provided for herein or in the Sub Association's governing documents. Any cost or expense not recovered from the Owner with respect to such enforcement shall be a common expense of the Master Association and may be assessed in the Annual or in a Special Assessment provided for in this Declaration.

ARTICLE XI.
EASEMENTS

Section 1. Property Subject to Easements. The easements created pursuant to this Article shall inure to the benefit of all Owners within the Master Association, pursuant to Article II hereof.

Section 2. General Easements. In addition to the easements reserved on the Plats herein described which are for the benefit of the Declarant, its successors and assigns, and any applicable Mortgagees, the following general easements shall burden and benefit the Property:

(a) Declarant for itself, its successors and assigns, hereby declares that every Owner shall have a perpetual easement in, upon, through and over the land shown on the Plats for ingress and egress to the Owners Lot or Unit and the Common Areas, and for use of all sidewalks, walkways, islands, parking areas and bays and roadways upon the Property, subject to reasonable regulation by the Master Association as provided in this Declaration or in the governing documents of the Sub Association.

(b) Declarant reserves unto itself, its successors and assigns, and unto Baltimore County (i) an easement on, over, under and through any part of the Property, for installation, inspection, maintenance, repair and replacement of any public improvements located therein and for any other purpose relating to the obligations of the property owner, the Declarant, its successor and assigns, or Baltimore County; and (ii) an easement on, over, under and through any part of the Property for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, telephone and other communication systems, pipes, lines, mains, conduits, poles, transformers and any other equipment or machinery, necessary or incidental to the proper functioning of any utility system or public improvements serving the Property. In the event Baltimore County enters the Property for the purpose of maintaining a stormwater management facility, the County shall have the right to assess any cost involved in such maintenance to the owner(s) of the facility.

(c) The Declarant and the Builders shall have the right to store building supplies, construction equipment, and other similar items on the Property. This reserved right shall expire one (1) year after completion of construction of (i) all modifications, improvements, public utilities, Structures or Uses by the Declarant or the Builders, or (ii) all Lots or Units within the portion of the Property subject to such reserved easement, whichever shall last occur.

Section 3. Easements for Utilities and Related Purposes. The Master Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communications cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Property or any part thereof as may be considered necessary, appropriate or desirable by the Board for the orderly maintenance, preservation and enjoyment of the Property or for the preservation of the health, safety, convenience and/or welfare of the Owners of the Lots or Units. Said easements, licenses and rights-of-way shall be granted by vote of the Board of Directors of the Master Association and the Members shall not be required to approve such grants.

Section 4. Easements Applicable to Individual Lots. Declarant, for itself, its successors and assigns, hereby declares that Lots 99, 100, 101, 135, 136, 137 through 142 Inclusive, (the "Affected Lots") shall be subject to the following easements and restrictions in favor of the Master Association, its successors and assigns, which restrictions and easements are intended for the benefit of all of the anticipated Lots in the Community to allow for the uniform maintenance, repair and replacement of entranceway and landscaping amenities in the Perry Hall Farms Community:

(a) The Affected Lots shall be subject to a thirty foot (30') perpetual easement from the right-of-way for Forge Road (said right-of-way being shown on the Plats) in favor of the Master Association. The easement shall be for the purpose of allowing grass cutting, tree maintenance, entranceway landscaping and monument maintenance, repair and replacement. The Master Association shall perform the foregoing functions as a common expense of the Master Association.

(b) Lots 136 and 137 shall be subject to a ten foot (10') easement from the right-of-way for Perry Hall Farm Road (said right-of-way being shown on the Plats) adjoining the front or side yard of these respective Lots. The easement shall be for the purpose of allowing grass cutting, tree maintenance, entranceway landscaping and monument maintenance, repair and replacement. The Master Association shall perform the foregoing functions as a common expense of the Master Association.

(c) The thirty (30) and ten (10) foot easements set forth above shall be hereinafter referred to as the "Easement Areas." No permanent Structure, including fences

and walls, unless placed by the Master Association, shall be placed or permitted to remain on or in the Easement Areas on the Affected Lots, nor shall any vegetation, landscaping, trees or shrubs be altered, removed or destroyed except with the prior written permission of the Master Association. It is intended that the Easement Areas shall remain in a landscaped condition, improved by entranceway signs, and shall not be otherwise developed, improved or subject to grading, excavation, construction, alteration or modification except as may be determined by the Master Association in the best interests of the Perry Hall Farms Community to beautify the entrance to the Community from Forge Road.

(d) Any deck constructed on the Affected Lots shall be screened with lattice that has been approved as to height, color, materials and other specifications, by the Declarant.

(e) The Owners of the Affected Lots shall use their Lots in compliance with the above-stated restrictions. In the event an Owner desires to alter, modify or use the Easement Area in a manner not specifically or otherwise addressed by these restrictions, prior to such use, alteration or modification, the Owner shall obtain prior written approval therefor from the Master Association.

(f) All covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every of the anticipated Lots in the Master Association and shall create reciprocal rights and obligations between and/or among the respective Lot Owners and privity of contract and estate between and/or among all Lot Owners, their respective personal representatives, successors and assigns.

(g) These restrictions are superior and paramount to the rights of any other parties hereto in the respective servient estates so created and shall, as to the Owner of each and every of the aforesaid Lots, their respective personal representatives, successors and assigns, operate as covenants running with the land, for the benefit of each of the aforesaid Lots and of the anticipated Lots in the master Association.

(h) Every person and/or entity who now or hereafter owns or acquires any right, title or interest in and/or to any of the aforesaid Lots is and shall be conclusively deemed to have consented and agreed to every condition, standard and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person and/or entity acquired such interest in the aforesaid Lots.

ARTICLE XII. GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or the Master Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the

provisions of this Declaration. In the event the Master Association institutes legal action to compel enforcement, in addition to any damages, the Master Association shall be entitled to recover all court costs and reasonable attorneys' fees incurred from the violating Owner. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions of this Declaration or of the Record Plat, by any court, governmental or administrative body shall in no way affect any other provision which shall remain in full force and effect and which shall be construed wherever possible as being consistent with applicable law.

Section 3. Construction. All references made herein (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural numbers shall be deemed to have been made respectively in the plural or the singular where appropriate as well.

Section 4. Notices.

(a) Any notice required to be given hereunder by the Master Association ("Notice"), shall be deemed to be duly given the business day the Notice is delivered or the business day following the day such Notice shall be deposited in the United States mail if delivery is by first-class postage prepaid, registered or certified mail, addressed (i) if to the Sub Association, to the address specified by the Sub Association or to the mailing address of record with the State Department of Assessments and Taxation; (ii) if to an Owner (other than the Declarant), to the address of such Owner as it appears on the Owners' roster of the Sub Association of which the Owner is a part; or (iii) if to a Mortgagee, to the address furnished to the Sub Association of which the Mortgagee is a part, in writing by the Mortgagee, and in the absence of such notice by the Mortgagee then to the address, if any, on the face of the mortgage as recorded among the Land Records for such Mortgagee. Nothing herein contained shall preclude the personal service of any Notice in the manner prescribed for personal service of a summons or other legal process, nor shall anything contained herein be construed to alter the required method for service under any applicable Federal, State, County or local law.

(b) Any first Mortgagee of a Lot or Unit, upon proper notice and written request filed with the Secretary of the Sub Association, shall be entitled to written notification at least sixty (60) days in advance of any proposed amendment to this Declaration.

(c) Unless an Owner has furnished the Sub Association of which the Owner is a part with Notice of his correct address, the Master Association shall have the

right to use the mailing address for the Lot or Unit owned by such Owner. Any Owner, Mortgagee, or other person entitled to Notice from the Master Association hereunder who has not given Notice to the Sub Association of his correct mailing address, if different from the Lot or Unit address, shall have no right under the provisions of this Declaration (i) to be given any Notice by the Master Association, or (ii) otherwise, to be recognized as such by the Master Association.

Section 5. Amendment and Termination. The covenants, conditions and restrictions of this Declaration shall run with, bind and burden the Property, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by an instrument signed by all of the Members following approval by fifty percent (50%) of each Sub Association Member's Owners and (50%) of each Sub Association Member's Mortgagees and recorded among the Land Records of Baltimore County, Maryland. This Declaration may be amended during the first ten (10) years by an instrument signed by all of the Members following approval by not less than seventy five percent (75%) of each Sub Association Member's Owners and seventy five percent (75%) of the each Sub Association Member's Mortgagees whose right, title and interest hereunder would be adversely affected thereby, and thereafter by not less than two thirds (2/3rds) of each Sub Association Member's Owners and two thirds (2/3rds) of each Sub Association Member's Mortgagees whose right, title and interest hereunder would be adversely affected thereby. Any instrument amending the Declaration during the Development Period must also be signed by the Declarant. Any amendment(s) must be properly recorded among the Land Records of Baltimore County, Maryland.

Until the fortieth (40th) anniversary date hereof, this Declaration and the Plats may be terminated only by an instrument signed by the Declarant (or the assignee or assignees of all of the Declarant's rights and powers hereunder) and all of the Owners and all of the Mortgagees of all of the Lots in the Property.

If the Master Association sends prior written notification to all Mortgagees entitled or required to give consent to an amendment to this Declaration and the Mortgagee fails to return written consent to such amendment within sixty (60) days, such Mortgagee shall be deemed to have consented to such amendment and written consent shall not be required. The instrument amending the Declaration shall contain a certification by an officer of the Master Association of the date and the manner in which the certification was sent and the response, if any, received by the Mortgagee. The provisions set forth above with respect to automatic approval by a Mortgagee shall not apply a) in the event of a proposed termination of this Declaration; or b) in the event applicable Federal, State, County or local law, rules, regulations or ordinances (including regulations of the Federal Housing Administration or the Veterans Administration, or any successor agencies thereto) require otherwise.

Section 6. FHAVA Approval. Notwithstanding anything contained herein to the contrary, the Declarant shall have the absolute unilateral right, power and authority to modify the provisions of this Declaration, if such modification is required by the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or any other Federal, State or County or local government agencies, as a condition precedent to the approval of the Property or any part thereof or any Lots or Units thereon, for mortgage financing qualification under applicable government mortgage financing programs. If the Federal Housing Administration or Veterans Administration (or any successor agency or any similar governmental agency) has approved the Property or any part thereof or any or Units thereon for any applicable government mortgage financing programs, and if approval by the FHA or the VA (or any successor agency or any similar governmental agency) of an amendment is required by applicable law or regulation for qualification under such financing programs, then any amendments to this Declaration shall also require the consent of any such approving agency.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and by its authorized representatives the day and year first above written.

ATTEST:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES
LIMITED PARTNERSHIP
BY: JTL CORPORATION, General Partner

Kathy Awood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

PERRY HALL FARMS JOINT VENTURE
HAMPTON-PERRY HALL ASSOCIATES
LIMITED PARTNERSHIP
BY: HAMPTON-PERRY HALL, INC., G.P.

Armen

By: Edward Personette (SEAL)
Edward Personette, President

STATE OF MARYLAND *TW*

COUNTY OF *Hamilton*, TO WIT:

On this *3rd* day of *December*, 1997, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rebecca Waters
NOTARY PUBLIC

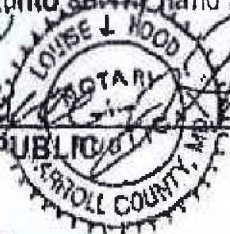
My Commission Expires: *05/08/2001*

STATE OF MARYLAND

COUNTY OF *Carmel*, TO WIT:

On this *5th* day of *December*, 1997, before the undersigned officer, personally appeared Edward Personette, who acknowledged himself to be the President of Hampton-Perry Hall, Inc., the corporate General Partner of Hampton-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

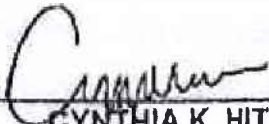
[Signature]
NOTARY PUBLIC


My Commission Expires: *3/5/99*

PHFMA/201C
November 1, 1997
CKH

CERTIFICATION

I HEREBY CERTIFY that this Instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
William J. [Signature]
COUNTY SOLICITOR 12/30/97





EXHIBIT A

**Legal Description
Residential Development
Perry Hall Farms
11TH. Election District
Baltimore County, Maryland**

Beginning for the same at a point at or near the centerline of Cross Road, proposed 60 feet wide, said point being known and designated as point number 753 on a plat entitled "Section Two Perry Hall Farms" which is recorded among the Land Records of Baltimore County, Maryland in Plat Book SM 69 at Folio 59, said point also being the same point of beginning as in a deed between Jacob J. and Margaret B. Butt, his wife and Jacob John Butt Jr. and Evelyn Eleanor Butt, his wife, dated August 8, 1956 and recorded among the Land Records of Baltimore County Maryland in Liber G.L.B. 2987 at Folio 537; thence leaving said Cross Road, and binding on the second and third lines of said deed, with meridian reference to the Baltimore County Metropolitan District Survey Meridian,

1) South 51 degrees 12 minutes 29 seconds East 211.28 feet, thence

2) North 37 degrees 34 minutes 21 seconds East 173.55 feet to a point on the third line or North 62 degrees West 104 perch line of a deed between George Butt et. al. and Jacob J. and Margaret Butt, his wife, recorded among the Land Records of Baltimore County, Maryland in Liber W.P.C. 583 at Folio 17, thence leaving said tract of land and binding reversely on said third line

3) South 71 degrees 27 minutes 49 seconds East 1853.78 feet to intersect the first or North 51 degrees East 76 perch line of a deed dated October 10, 1987 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 7693 at Folio 819, thence leaving said line and binding on the outline of said deed dated October 10, 1987

4) North 44 degrees 11 minutes 22 seconds East 624.00 feet to a point located on or near the center of Forge Road, proposed 70 feet wide, thence binding on Forge Road and still running along the outline of said deed

5) South 77 degrees 30 minutes 38 seconds East 445.50 feet, thence

6) South 75 degrees 45 minutes 38 seconds East 808.50 feet, thence

7) South 81 degrees 00 minutes 38 seconds East 208.29 feet, thence leaving Forge Road and still running along the outline of said deed



9) South 44 degrees 34 minutes 35 seconds West 1591.56 feet to intersect the northerly line of a tract of land owned by Bernard L. Schwartz in a deed dated July 8, 1960 and recorded among the Land Records of Baltimore County, Maryland in Liber W.J.R. 3724 at Folio 175, thence binding on the last or North 60 degrees 39 minutes West 86 1/2 perch line of said deed, and also still running along the outline of the aforementioned deed dated October 10, 1987

11) North 64 degrees 48 minutes 35 seconds West 1307.84 feet to the end of said line, thence leaving the outline of said deed and binding on the first or South 49 degrees West 36 8/25 perch line of said tract of land owned by Bernard L. Schwartz

12) South 44 degrees 04 minutes 53 seconds West 594.00 feet to the end of said line, thence binding on the second or South 54 1/2 degrees East 96 perch line of said deed

13) South 59 degrees 41 minutes 45 seconds East 264.50 feet to the end of the fifth or North 43 degrees 39 minutes East 1442.00 foot line of a deed dated June 17, 1984 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr 6769 at Folio 615, thence leaving said line and binding reversely on said fifth line

14) South 37 degrees 41 minutes 47 seconds West 1427.09 feet to intersect the northerly line of a tract of land now or formerly owned by John Howard Creswell and C. Lamar Creswell Jr. and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. 5976 at Folio 966, thence leaving said fifth line and binding on the fourth or South 38 degrees 15 minutes East 417.00 foot line of said deed dated June 17, 1984 and also binding on the northerly line of said tract of land owned by John Howard Creswell

15) North 44 degrees 36 minutes 01 seconds West 415.70 feet to intersect the second or North 44 degrees 09 minutes 30 seconds East 763.34 foot line of a deed dated December 31, 1971 and recorded among the Land Records of Baltimore County, Maryland in Liber O.T.G. 5246 at Folio 58, thence leaving said line and binding reversely on said second line and also binding on the westerly line of said tract of land owned by Creswell



16) South 44 degrees 04 minutes 53 seconds West 607.67 feet to the beginning of said second line, thence leaving the westerly line of said tract of land owned by Creswell and binding on the first or South 48 degrees 49 minutes 00 seconds East 1817.25 foot line of said deed and also binding on the northerly line of a tract of land now or formerly owned Joseph F. and Elizabeth F. Polesne, his wife and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K.Jr. 5438 at Folio 427

17) North 48 degrees 51 minutes 20 seconds West 1816.61 feet to a point at or near the centerline of the aforementioned Cross Road, proposed 60 feet wide, thence leaving said line binding on the centerline of Cross Road

18) North 43 degrees 20 minutes 27 seconds East 544.46 feet, thence leaving said Cross Road and binding on the southwesterly and southeasterly lines of a tract of land owned by Carole Rommal and Joan Leona Schmidt and recorded among the Land Records of Baltimore County Maryland in Liber E.H.K. Jr. 7702 at Folio 452

19) South 48 degrees 24 minutes 07 seconds East 284.56 feet, thence

20) North 42 degrees 52 minutes 43 seconds East 234.99 feet to intersect the fourth or South 46 degrees 45 minutes East 110 perch line of a deed between William J. and Robert J. Piccirilli and Holdit Inc. dated May 15, 1984 and recorded among the Land Records of Baltimore County, Maryland, in Liber E.H.K.Jr. 6717 at Folio 713, thence binding reversely on said fourth line and also binding on the northeasterly line of said tract of land owned by Carole Rommal

21) North 48 degrees 24 minutes 07 seconds West 284.77 feet to a point at or near the centerline of said Cross Road, thence binding on the centerline of Cross Road

22) North 42 degrees 39 minutes 35 seconds East 593.94 feet to the beginning of the second or South 41 degrees 54 minutes East 1840.50 foot line of a between Ada H. Fischer and Dennis J. Psoras and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K.Jr. 6769 at Folio 615, thence leaving the centerline of Cross Road and binding on said second line

23) South 48 degrees 08 minutes 07 seconds East 16.50 feet, thence leaving said second line running along the southeasterly edge of Cross Road



24) North 42 degrees 30 minutes 16 seconds East 274.37 feet to intersect the southwesterly line of a tract of land owned by Marvin Dale Bowen and Theresa Mary Bowen and recorded among the Land Records of Baltimore County, Maryland Liber S.M. 8686 at Folio 496, thence leaving said Cross Road and binding on the outline of said tract of land

25) South 56 degrees 23 minutes 00 seconds East 183.43 feet, thence

26) North 42 degrees 30 minutes 16 seconds East 60.00 feet, thence

27) North 56 degrees 23 minutes 00 seconds West 200.13 feet, to a point at or near the centerline of the aforementioned Cross Road, proposed 60 feet wide, binding on the centerline of Cross Road

28) North 42 degrees 30 minutes 16 seconds East 256.01 feet to intersect the southwesterly line of a tract of land owned by Anthony J. and Amelia Ann Butt and recorded among the Land Records of Baltimore County, Maryland in Liber G.L.B. 2943 at Folio 301, thence leaving said Cross Road and binding on the outline of said tract of land

29) South 52 degrees 36 minutes 50 seconds East 160.02 feet, thence

30) North 39 degrees 29 minutes 22 seconds East 107.96 feet, thence

31) North 63 degrees 58 minutes 03 seconds West 160.28 feet, to a point at or near the centerline of said Cross Road, thence binding on said Cross Road

32) North 42 degrees 30 minutes 16 seconds East 247.20 feet to the point of beginning.

Containing 166.088 acres of land, more or less.

Being all of same as in a deed between Margaret M. Dietz et. al and Margaret M. Dietz et. al. dated October 10, 1987 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 7693 at Folio 819

Being all of same as in a deed between George H. Butt and wife and Jacob J. Butt and wife, dated October 17, 1923 and recorded among the Land Records of Baltimore County, Maryland in Liber W.P.C. 583 at Folio 17

Being all of same as in a deed between Anna K. Kraft et. al. and Eleanor C. Howard, dated August 17, 1964 and recorded among the Land Records of Baltimore County, Maryland in Liber R.R.G. 4351 at Folio 357



Being all of same as in a deed between Ada H. Fischer and Dennis J. Psora, dated June 17, 1984 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. 6769 at Folio 615

Being all of same as in a deed between J. William Ruppert and Perry Hall Farms Joint Ventures, dated January 26, 1993 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 9584 at Folio 235

Being all of same as on a plat entitled "Plat One, Section One, Perry Hall Farms and recorded among the Plat Records of Baltimore County, Maryland in Plat Book S.M. 69 at Folio 60

Being all of same as on a plat entitled "Plat Two, Section One, Perry Hall Farms and recorded among the Plat Records of Baltimore County, Maryland in Plat Book S.M. 69 at Folio 58

Being all of same as on a plat entitled "Section Two, Perry Hall Farms and recorded among the Plat Records of Baltimore County, Maryland in Plat Book S.M. 69 at Folio 59

KCI Job Number 01-91028

November 5, 1997



EXHIBIT B

**PERRY HALL FARMS
PROPERTY TO BE ANNEXED
11th Election District
Baltimore County, Maryland**

ALL that parcel of land and improvements located thereon situate in the 11th Election District of Baltimore County and described in Exhibit A to this Declaration.

SAVING AND EXCEPTING Section One more particularly described in the subdivision plats entitled "Plat One, Section One, Perry Hall Farms" and "Plat Two, Section One, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland, in Plat Book SM 69, Folio 060 and Plat Book SM 69, Folio 058, respectively, and any amendments thereto.

0012575 251

State of Maryland Land Instrument Intake Sheet
Baltimore City and County BALTIMORE COUNTY

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

RECORDING FEE
77.80
2019
MAY 1 2019
MAY 1 2019

Type(s) of Instruments: Deed Mortgage Other

3 Conveyance Type Check Box: Improved Sale Unimproved Sale Multiple Accounts Not an Arms Length Sale (P)

4 Tax Exemptions (If Applicable): Recordation State Transfer County Transfer

5 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	\$ 4	Transfer Tax Consideration	\$
Any New Mortgage		Less Exemption Amount	
Balance of Existing Mortgage		Total Transfer Tax	
Other:		Recordation Tax Consideration	
		X per \$500 =	
		TOTAL DUE	

6 Fees

Amount of Fee	Doc. 1	Doc. 2	Agent
Recording Charge			Tax Bill
Surcharge			C.B. Credit
State Recordation Tax			Ag. Tax
State Transfer Tax			
County Transfer Tax			
Other			
Notes			

7 Description of Property

PROPERTY TAX ID No. (1) Greater/Less/Relic Area Parcel No. Var. LOC

Subdivision Name Lot (2a) Block (3b) Sec/A/R/Doc Plat Ref. Sq/Ft/Acreage (4)

PERRY HALL FARMS

Location/Address of Property Being Conveyed (2)

Other Property Identifiers (If applicable) Water Meter Account No. 75

Residential or Non-Residential Fee Simple or Ground Rent Amount

Partial Conveyance? Yes No Description/Am't. of Sq/Ft/Acreage Transferred

8 Transferred From

Doc. 1 - Grantor(s) Name(s) **PERRY HALL FARMS JOINT VENTURE** Doc. 2 - Grantor(s) Name(s)

Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

9 Transferred To

Doc. 1 - Grantee(s) Name(s) **PERRY HALL FARMS MASTER ASSOCIATION, INC.** Doc. 2 - Grantee(s) Name(s)

New Owner's/Grantee's Mailing Address

10 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)

Doc. 2 - Additional Names to be Indexed (Optional)

11 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: **CYNTHIA K. NUTT** Return to Contact Person

Firm: **LAW OFFICE OF CYNTHIA K. NUTT** Hold for Pickup

Address: **10000 Greenhall Lane, Suite 101** Return Address Provided

City/State: **OWINGS MILLS, Maryland 21117** Phone: **410-363-9600**

12 Assessment Information

Yes No Will the property being conveyed be the grantor'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 (See Only) - Do Not Write Below This Line

Assessment	Assessed	Assessed	Assessed	Assessed	Assessed
Land	Buildings	Other	Personal	Other	Other
State	County	City	Other	Other	Other
State	County	City	Other	Other	Other

TRANSFER TAX NOT REQUIRED
EXEMPT FROM RECORDATION TAX
BY BALTIMORE COUNTY FINANCE OFFICE
ON 5/1/2019
1230-0-0

Distribution: Write - Clerk's Office
Group - ROAR
Plat - Office of Register
Certified - Register
ACC-CC-100 (01/11)

000143

PHFMA1213CFINAL
8/15/98

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "First Amendment"), made as of the 15th day of September, 1998 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described in Exhibit A attached hereto and made a part hereof and on the subdivision plats recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association.

C. The Declarant is developing and will develop Section Two of the Perry Hall Farms Community, known as the Fields at Perry Hall Farms, consisting of 50 single family residential lots more particularly described in the subdivision plats entitled "Plat One, Section Two, Perry Hall Farms", recorded among the Land Records of Baltimore County, Maryland, in Plat Book SM 69, Folio 059, and any amendments thereto (hereinafter referred to as the "Section Two Plat"); and

D. The Declarant is developing and will develop Section 2, Parcels A and B, of the Perry Hall Farms Community, subjecting same to a Condominium regime known as the Coach House Condominium at Perry Hall Farms, ultimately consisting of 108 townhouse condominium units when fully expanded, the first two Phases of which are more particularly described in the Condominium Plats entitled "Phase A - 9", Sheet 1 of 2 and Sheet 2 of 2, and "Phase A - 11", Sheet 1 of 2 and Sheet 2 of 2, Coach House Condominium at Perry Hall Farms, recorded or to be recorded in the Land Records of Baltimore County, Maryland; and

E. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described in Exhibit A to the property subjected to the aforesaid Declaration.

F. The Builder/Vendor hereby joins in this First Amendment to the extent that the Builder/Vendor is now the owner of some of the real property which is the subject of this First Amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. **Submission of Additional Property to the Declaration and the Master Association.** The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described on the Plats set forth on Exhibit A, attached hereto and made a part hereof, together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein and more particularly described in Exhibit A, is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations, is to subject the Property described in Exhibit A, aforesaid to the covenants, conditions and restrictions of the Declaration.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.


0013241 628

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP




By:  (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.




By:  (SEAL)
Rick Vornadore, Vice President

~~Jennese~~
STATE OF MARYLAND
COUNTY OF Hamilton, TO WIT:

On this 15th day of October, 1998, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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



NOTARY PUBLIC

My Commission Expires: 6/9/01
STATE OF MARYLAND
~~Jennese~~

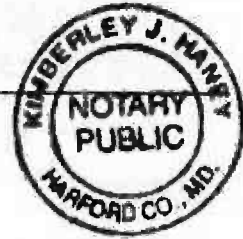
0013241 629

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 19th day of OCTOBER, 1998, before the undersigned officer, personally appeared Rick Vomadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC



My Commission Expires: 5/8/01

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt

CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

William J. [Signature]
REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS 5/10/21/98
COURT SOLICITOR

0013241 630

**EXHIBIT A
TO THE FIRST AMENDMENT TO DECLARATION FOR
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

DESCRIPTION OF PROPERTY BEING ANNEXED

All those Lots and parcels of land set forth on the Plat entitled "Section Two, Perry Hall Farms," recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M.69, folio 059.

Phase A - 9 as shown on the Plat entitled "1st Amended Resubdivision of Previously Recorded S.M. 69/59, Perry Hall Farms, Section 2, Parcels A & B," recorded among the Land Records of Baltimore County, Maryland in Plat Book 70, folio 79, and as shown on the Condominium Plat recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 21, folio 139+140.

Phase A - 11 as shown on the Plat entitled "1st Amended Resubdivision of Previously Recorded S.M. 69/59, Perry Hall Farms, Section 2, Parcels A & B," recorded among the Land Records of Baltimore County, Maryland in Plat Book 70, folio 79, and as shown on the Condominium Plat recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 22, folio 135.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 13241, p. 0631, MSA_CE62_13096, Date available 03/04/2005, Printed 04/2

0013241 631

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.

IMP FD SURE \$ 2.00
RECORDING FEE 28.00
TOTAL 30.00
Ref: R483 Ref: \$ 65006
SA ID Blk: \$ 2574
Oct 23, 1998 00:26 PM

1 Type(s) of Instruments: Deed Mortgage Other AMENDED Other
 2 Conveyance Type Check Box: Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale
 3 Tax Exemptions (if Applicable): Recordation State Transfer County Transfer

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 DUE	\$

4 Fees: Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other, Other.

5 Description of Property: COACH HOUSE CONDOMINIUM AT PERRY HALL FARMS, HARVESTER CIRCLE (9701, 03, 05, 07, 09, 11, 37, 39, 41, 43, 43, 47) PHASE A-9 and PHASE A-11. Location/Address of Property Being Conveyed (2): WHITEMARSH, MARYLAND. Other Property Identifiers (if applicable): Water Meter Account No.

6 Transferred From: PERRY HALL FARMS JOINT VENTURE and NVR HOMES, INC. Doc. 1 - Grantor(s) Name(s): Doc. 2 - Grantor(s) Name(s):

7 Transferred To: Doc. 1 - Grantee(s) Name(s): Doc. 2 - Grantee(s) Name(s):

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

9 Contact/Mail Information: Name: CYNTHIA K. HITT, ESQUIRE. Firm: Address: WATERMARK PRESS BUILDING 3600 CRONDALL LANE, SUITE 103 OWINGS MILLS, MD 21117. Phone: (410) 363-9600.

10 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

Year	Land	Buildings	Total	Map	Zoning	Use	Parcel	Section	Block	Lot	Dist. Cd
19											

REMARKS:
 Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (8/95)

TRANSFER TAX NOT REQUIRED
 Director of Budget and Finance
 BALTIMORE COUNTY MARYLAND
 1/23/98
 Sec 58-19 DEC

0013373 693

PHFMA213CFINAL
11/18/98

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Second Amendment"), made this 5th day of December, 1999, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described in Exhibit A attached hereto and made a part hereof and on the subdivision plats recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association.

C. The Declarant is developing and will develop a portion of Section Four of the Perry Hall Farms Community, known as The Townes at Perry Hall Farms, consisting of 89 townhouse residential lots more particularly described in the subdivision plats entitled "Plat 2, Section 4, Perry Hall Farms", recorded among the Land Records of Baltimore County, Maryland, in Plat Book SM 70, Folio 148, and any amendments thereto (hereinafter referred to as the "Section Four Plat") ; and

D. The Declarant is developing and will develop Section 2, Parcels A and B, of the Perry Hall Farms Community, subjecting same to a Condominium regime known as the Coach House Condominium at Perry Hall Farms, ultimately consisting of 108 townhouse condominium units when fully expanded, the first two Phases of which are more particularly

described in the Condominium Plats entitled "Phase A - 9", Sheet 1 of 2 and Sheet 2 of 2," and "Phase A - 11", Sheet 1 of 2 and Sheet 2 of 2, Coach House Condominium at Perry Hall Farms, recorded or to be recorded in the Land Records of Baltimore County, Maryland, and the third Phase of which is more particularly described in the Condominium Plats entitled "Phase A - 2", Sheet 1 of 2 and Sheet 2 of 2, recorded or intended to be recorded among the land Records of Baltimore County.

E. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described in Exhibit A to the property subjected to the aforesaid Declaration.

F. The Builder/Vendor hereby joins in this Second Amendment to the extent that the Builder/Vendor is now the owner of some of the real property which is the subject of this Second Amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declare as follows:

1. **Submission of Additional Property to the Declaration and the Master Association.** The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described on the Plats set forth on Exhibit A, attached hereto and made a part hereof, together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein and more particularly described in Exhibit A, is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations, is to annex the Property described in Exhibit A into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 50 single family lots in Section Two (the Fields); 18 Condominium townhouse lots in Section Two (the Coach House Condominium) and 89 townhouse lots in Section Four (the Townes) for a total of 260 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

9013373 695

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

**DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP**

David S. Gonzenbach By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

ATTEST:

**VENDOR/BUILDER:
NVR HOMES, INC.**

Rick Vornadore By: *Rick Vornadore* (SEAL)
Rick Vornadore, Vice President

**STATE OF MARYLAND
COUNTY OF Carroll, TO WIT:**

On this 19th day of November, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

David J. Hord
NOTARY PUBLIC
CARROLL COUNTY, MARYLAND

My Commission Expires: 3/3/99

0013373 696

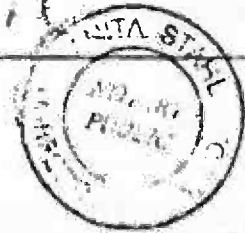
STATE OF MARYLAND
COUNTY OF HARFORD TO WIT:

On this 12th day of DECEMBER, 1998, before the undersigned officer, personally appeared Rick Vomadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/4/99



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

[Signature]
REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS 12/1/98
COUNTY SOLICITOR

0013373 697

**EXHIBIT A
TO THE SECOND AMENDMENT TO DECLARATION FOR
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

DESCRIPTION OF PROPERTY BEING ANNEXED

All those Lots and parcels of land set forth on the Plat entitled "Plat 2, Section 4, Perry Hall Farms," recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M.70, folio 148; and

All those Lots and parcels of land described as Phase A - 2 as shown on the Plat entitled "1st Amended Resubdivision of Previously Recorded S.M. 69/59, Perry Hall Farms, Section 2, Parcels A & B," recorded among the Land Records of Baltimore County, Maryland in Plat Book 70, folio 79, and as shown on the Condominium Plat recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 32, folio 26, 27.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

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)
(Check Box if Addendum Intake Form is Attached.)

THE FD SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 20.00
Rec'd 08/04 Rec'd # 53910
SM LL Blk # 1288
Dec 15/1998 10:18 am

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 13373, p. 0698, MSA_CE62_13228, Date available 03/04/2005, Printed 04/21/2017.

1 Type(s) of Instruments: Deed Mortgage Other AMENDED DECLARATION Other

2 Conveyance Type: Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale

3 Tax Exemptions (If Applicable): Recordation State Transfer County Transfer

4 Consideration and Tax Calculations

Consideration	Amount
Purchase Price/Consideration	\$
Any New Mortgage	\$
Balance of Existing Mortgage	\$
Other:	\$
Other:	\$
Full Cash Value	\$

Finance Office Use Only

Transfer and Recordation Tax Consideration

Transfer Tax Consideration	\$
X () % =	\$
Less Exemption Amount	\$
Total Transfer Tax	\$
Recordation Tax Consideration	\$
X () per \$500 =	\$
TOTAL DUE	\$

Agent: [Signature]
Tax Bill
C.B. Credit
Ag. Tax/Other

5 Fees

Amount of Fees	Doc. 1	Doc. 2
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).

District: 11th
Subdivision Name: COACH HOUSE CONDOMINIUM AT PERRY HALL FARMS
Location/Address of Property Being Conveyed (2): 9725, 9727, 9729, 9731, 9733, 9735 HARVESTER CIRCLE WHITEMARSH, MARYLAND
Other Property Identifiers (if applicable): PHASE A-2
Residential or Non-Residential
Fee Simple or Grant Rent Amount:
Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred:

7 Transferred From: PERRY HALL FARMS JOINT VENTURE and NVE HOMES, INC.
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: CYNTHIA K. HITT, ESQUIRE
Return to Contact Person:
Name: CYNTHIA K. HITT, ESQUIRE
Firm:
Address: WATERMARK PRESS BUILDING 3600 CRONDALL LANE, SUITE 103 OWINGS MILLS, MARYLAND 21117 Phone: (410) 363-9600
Hold for Pickup:
Return Address Provided:

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

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number:	Date Received:	Deed Reference	Assigned Property No	
Year		Map	Sub	Block
Land		Zoning	Plat	Lot
Buildings		Use	Parcel	Section
Tax		Town Cd.	Ex. St.	Occ. Cd.

REMARKS:

Distribution: White - Clerk's Office
Cenary - SDAT
Pinz - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Coach House Condominium
Phases A-3, A - 4, A - 7 and A-10)

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Third Amendment"), made as of the 25th day of March, 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described in Exhibit A attached hereto and made a part hereof and on the subdivision plats recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional portion of Section Two known as The Coach House Condominium to the Master Association.

C. The Declarant is developing and will develop Section Two, Parcels A and B, of the Perry Hall Farms Community, subjecting same to a Condominium regime known as The Coach House Condominium at Perry Hall Farms, Inc., ultimately consisting of 108 townhouse condominium units when fully expanded.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described in Exhibit A to the property subjected to the aforesaid Master Declaration.

F. The Builder/Vendor hereby joins in this Third Amendment to the extent that the Builder/Vendor is now the owner of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described on the Plats set forth on Exhibit A, attached hereto and made a part hereof, together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein and more particularly described in Exhibit A, is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described in Exhibit A into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 50 single family lots in Section Two (the Fields); 40 Condominium townhouse lots in Section Two (the Coach House Condominium); and 89 townhouse lots in Section Four (the Townes) for a total of 282 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy A. Wood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Rick Vornadore

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

STATE OF ^{Tennessee} MARYLAND
COUNTY OF Hamilton, TO WIT:

On this 24th day of March, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

K. Wooten Johnson
NOTARY PUBLIC

My Commission Expires: 6/19/01

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS
2011.07.14
COUNTY SOLICITOR

0013748 704

STATE OF MARYLAND
COUNTY OF MD - HARFORD TO WIT:

On this 12th day of May, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Cynthia K. Hitt
NOTARY PUBLIC

My Commission Expires:

4/1/03



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

**EXHIBIT A
TO THE THIRD AMENDMENT TO DECLARATION FOR
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

DESCRIPTION OF PROPERTY BEING ANNEXED

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase A - 3, A - 4, A - 7 and Phase A - 10, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase A - 3 shown on the Condominium Plat entitled "Phase A - 3, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M.22, folios 53 & 54;

Phase A - 4 shown on the Condominium Plat entitled "Phase A - 4, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 22, folios 73 & 74;

Phase A - 7 shown on the Condominium Plat entitled "Phase A - 7, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 22, folios 76 & 77

Phase A - 10 shown on the Condominium Plat entitled "Phase A - 10, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M.22, folios 51 & 52.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

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)
Check Box if Addendum Intake Form is Attached.

1 Type(s) of Instruments: Deed, Mortgage, Other AMENDED DECLARATION
2 Conveyance Type: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale
Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, Recordation Tax Consideration, TOTAL DUE.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other.

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).
Subdivision Name: THE COACH HOUSE CONDOMINIUM AT PERRY HALL FARMS
Location/Address of Property Being Conveyed (2): 9712, 9714, 9716, 9718, 9720 and 9722 HARVESTER CIRCLE WHITEMARSH, MARYLAND
Other Property Identifiers (if applicable): Water Meter Account No.

7 Transferred From: PERRY HALL FARMS JOINT VENTURE and NVR HOMES, INC.
Doc. 1 - Grantor(s) Name(s): PERRY HALL FARMS JOINT VENTURE and NVR HOMES, INC.
Doc. 2 - Grantor(s) Name(s):
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):
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: CYNTHIA K. HITT, ESQUIRE
Return to Contact Person: [X]
Firm:
Address: 3600 CRONDALL LANE, SUITE 103 OWINGS MILLS MARYLAND 21117-5401
Phone: (410) 363-9600
Return Address Provided:

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).

Table: Assessment Use Only - Do Not Write Below This Line. Columns: Terminal Verification, Agricultural Verification, Whole, Part, Tran Process Verification. Rows: Year, Land, Buildings, Total, Eas., Zoning, Use, Town Cd., Map, Plat, Parcel, Ex. S., Sub, Plat, Section, Ex. Cd., Assigned Property No., Block, Lot, Occ. Cd.

REMARKS:
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldrod - Prepare, AOC-CC-300 (8/95)

Vertical text on the left margin: 03/08/2005, Printed 04/21/2017, MSA, CE62, 13603, Date available 03/08/2005, Printed 04/21/2017, SIM 13748, p. 0706, BALTIMORE COUNTY CLERK'S OFFICE

TRANSFER TAX NOT BE COLLECTED
BALTIMORE COUNTY FINANCE
BALTIMORE COUNTY, MARYLAND
FOR FORMS, VISIT WWW.BALTIMORECOUNTY.MD

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium Phases A-9 and A-5)**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fourth Amendment"), made as of the 25th day of March, 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described in Exhibit A attached hereto and made a part hereof and on the subdivision plats recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phases of Section Two known as The Coach House Condominium to the Master Association.

D. The Declarant is developing and will develop Section Five, Parcels A and B, of the Perry Hall Farms Community, subjecting same to a Condominium regime known as The Garden Condominium at Perry Hall Farms, Inc., ultimately consisting of 360 garden style condominium units when fully expanded.

E. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described in Exhibit A to the property subjected to the aforesaid Master Declaration.

F. The Builder/Vendor hereby joins in this Fourth Amendment to the extent that the Builder/Vendor is now the owner of some of the real property which is the subject of this Second Amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described on the Plats set forth on Exhibit A, attached hereto and made a part hereof, together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein and more particularly described in Exhibit A, is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described in Exhibit A into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 50 single family lots in Section Two (the Fields); 40 Condominium townhouse units in Section Two (the Coach House Condominium); 24 Condominium units in Section Five (the Garden Condominium) and 89 townhouse lots in Section Four (the Townes) for a total of 306 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy Woodward

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Kathy Woodward

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

STATE OF ~~MARYLAND~~ Tennessee
COUNTY OF Hamilton, TO WIT:

On this 24th day of March, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy J. Lehman
NOTARY PUBLIC

My Commission Expires: 6/9/01

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS
D. H. [Signature]
718 COUNTY SOLICITOR 3

0013748 693

STATE OF MARYLAND
COUNTY OF MD Hager TO WIT:

On this 12th day of May, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/01/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

0013748 694

**EXHIBIT A
TO THE FOURTH AMENDMENT TO DECLARATION FOR
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

DESCRIPTION OF PROPERTY BEING ANNEXED

All those Units, Common Elements and parcels of land known and described as Phase A9 and Phase A5 of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A9 shown on the Condominium Plat entitled "Condominium Plat - Phase A9, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M.22, folios 55 & 56;

Phase A5 shown on the Condominium Plat entitled "Condominium Plat - Phase A5, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

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)
(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments: Deed, Mortgage, X Other AMENDED, Other, Deed of Trust, Lease, DECLARATION
2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale [1], Arms-Length [1], Arms-Length [2], Arms-Length [3], Length Sale [9]
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer
Cite or Explain Authority

4 Consideration Amount
Consideration and Tax Calculations: Purchase Price/Consideration \$, Any New Mortgage \$, Balance of Existing Mortgage \$, Other \$, Other \$, Full Cash Value \$

Finance Office Use Only
Transfer and Recordation Tax Consideration: Transfer Tax Consideration \$, X () % = \$, Less Exemption Amount = \$, Total Transfer Tax = \$, Recordation Tax Consideration \$, X () per \$500 = \$, TOTAL DUE \$

5 Amount of Fees: Recording Charge \$, Surcharge \$, State Recordation Tax \$, State Transfer Tax \$, County Transfer Tax \$, Other \$, Other \$
District: [blank] Property Tax ID No. [blank] Grantor Liber/Folio: [blank] Map: [blank] Parcel No.: [blank] Var. LOG: [blank] (5)
Agent: [blank]
Tax Bill: [blank]
C.B. Credit: [blank]
Ag. Tax/Other: [blank]

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)(ii).
Subdivision Name: THE GARDEN CONDOMINIUM AT PERRY HALL FARMS
Location/Address of Property Being Conveyed (2): 12 BROOK FARM COURT UNITS A, B, C, D, E, F, G, J, L, M, and N, WHITEMARSH, MARYLAND
Other Property Identifiers (if applicable): [blank] Water Meter Account No. [blank]

Residential X or Non-Residential [blank] Fee Simple [blank] or Grount Rent [blank] Amount: [blank]
Partial Conveyance? Yes X No [blank] Description/Am. of Sq Ft/Acreage Transferred: [blank]

7 Transferred From: PERRY HALL FARMS JOINT VENTURE and NVR HOMES, INC.
Doc. 1 - Grantor(s) Name(s): [blank] Doc. 2 - Grantor(s) Name(s): [blank]
Doc. 1 - Owner(s) of Record, if Different from Grantor(s): [blank] Doc. 2 - Owner(s) of Record, if Different from Grantor(s): [blank]

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

Other Names to Be Indexed: Doc. 1 - Additional Names to be Indexed (Optional): [blank] Doc. 2 - Additional Names to be Indexed (Optional): [blank]

10 Contact/Mail Information: Instrument Submitted By or Contact Person: CYNTHIA K. HITT, ESQUIRE
Return to Contact Person: [checked] X
Firm: [blank] Hold for Pickup: [blank]
Address: 3600 CRONDALL LANE, SUITE 103 OWINGS MILLS, MARYLAND 21117
Phone: (410) 363-9600
Return Address Provided: [checked] X

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

Assessment Use Only - Do Not Write Below This Line
Terminal Verification: Transfer Number: [blank] Date Received: [blank] Agricultural Verification: [blank] Whole: [blank] Part: [blank] Tran. Process Verification: Assigned Property No.: [blank]
Year: [blank] Land: [blank] Buildings: [blank] Total: [blank] Zoning: [blank] Use: [blank] Town Cd: [blank] Map: [blank] Grid: [blank] Parcel: [blank] Ex. St: [blank] Sub: [blank] Plat: [blank] Section: [blank] Ex. Cd: [blank] Block: [blank] Lot: [blank] Occ. Cd: [blank]

REMARKS: [blank]
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 13748, p. 0695, MSA_CEG2_13603, Date available 03/08/2005, Printed 04/21/2017.

TRANSFERRING NOT REQUIRED
BALTIMORE COUNTY (MARYLAND)
Authorized Signature
5/11/05
Doc 20-100

PHFMA213CFINAL5th
3/25/99

**FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Coach House Condominium Phase A - 6
and The Garden Condominium Phase A3-b)

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifth Amendment"), made the 11th day of June, 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described in Exhibit A attached hereto and made a part hereof and on the subdivision plats recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described in Exhibit A to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifth Amendment to the extent that

the Builder/Vendor is now the owner of some of the real property which is the subject of this Second Amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described on the Plats set forth on Exhibit A, attached hereto and made a part hereof, together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein and more particularly described in Exhibit A, is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described in Exhibit A into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 50 single family lots in Section Two (the Fields); 46 Condominium townhouse units in Section Two (the Coach House Condominium); 36 Condominium units in Section Five (the Garden Condominium) and 89 townhouse lots in Section Four (the Townes) for a total of 324 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Auwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Rick Vornadore

By: Rick Vornadore VP. (SEAL)
Rick Vornadore, Vice President

STATE OF ~~Maryland~~ MARYLAND
COUNTY OF Hamilton, TO WIT:

On this 9th day of June, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Naughty J. Deham
NOTARY PUBLIC

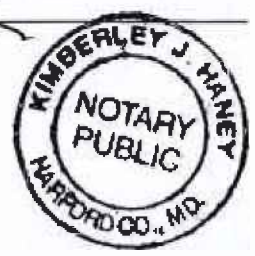
My Commission Expires: 6/9/01

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 11TH day of JUNE, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC



My Commission Expires: 5/8/01

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
Bill Woodard-Payne
COUNTY SOLICITOR

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 13878, p. 0335, MSA_CE62_13733. Date available 03/08/2005. Printed 04/21/2017.

**EXHIBIT A
TO THE FIFTH AMENDMENT TO DECLARATION FOR
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

DESCRIPTION OF PROPERTY BEING ANNEXED

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase A - 6, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase A - 6 shown on the Condominium Plat entitled "Phase A - 6, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 22, folios 116 & 117;

All those Units, Common Elements and parcels of land known and described as Phase A3-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A3-b shown on the Condominium Plat entitled "Condominium Plat - Phase A3-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 20, folios 122 & 123;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

0013878 037

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)

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

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

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
8 Transferred To
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: CYNTHIA K. HITT, ESQUIRE
Address: 3600 CRONDALL LANE, SUITE 103 OWINGS MILLS, MD 21117
Phone: (410) 363-9600

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Assessment Use Only - Do Not Write Below This Line

Table with columns: Terminal Verification, Agricultural Verification, Whole, Part, Trans. Process Verification, Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, Use, Parcel, Section, Ex. Cd., Geo., Easing, Plat, Sub, Block

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

Vertical text on the left margin: Date available 03/08/2005, Printed 04/21/2017, MSA_DE02_3733, Sec 33-189

Vertical text on the right margin: Clerk Recording Voidation

IMR FD SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec'd BAGE Rcr # 51979
DC Blk # 98
July 01, 1999 02:19 PM

Handwritten notes and signatures: TRANSFER TAX NOT RECEIVED, Date 7/1/99, Sec 33-189

**SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Coach House Condominium Phase A - 5)

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixth Amendment"), made the 30th day of June 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats known as Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixth Amendment to the extent that the Builder/Vendor is now the owner of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described on the Plats as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase A - 5, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase A - 5 shown on the Condominium Plat entitled "Phase A - 5, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 22, folios 124 & 130

together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 50 single family lots in Section Two (the Fields); 52 Condominium townhouse units in Section Two (the Coach House Condominium); 36 Condominium units in Section Five (the Garden Condominium) and 89 townhouse lots in Section Four (the Townes) for a total of 330 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Kathy S. Curwood

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

Rick Vornadore

VENDOR/BUILDER:
NVR HOMES, INC.

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

~~STATE OF MARYLAND~~
STATE OF Tennessee
COUNTY OF Hamilton, TO WIT:

On this 30th day of June, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Neerthy J. Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

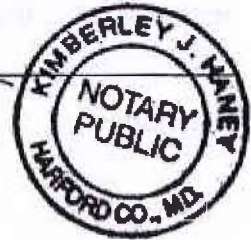
0013916 250

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 12th day of July, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


NOTARY PUBLIC



My Commission Expires: 5/8/01

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.


CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE**
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS


COUNTY SOLICITOR

0013916 251

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)

THE FEES SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec'd BARR Rec'd # 76926
SH Co. TO BIL # 2384
JUL 26, 1999 10:35 am

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

Table with 2 main columns: Consideration Amount and Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with 2 main columns: Amount of Fees (Doc. 1, Doc. 2) and Agent/Tax Bill/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)(f).

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)

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: CYNTHIA K. HITT, ESQUIRE
Address: 3600 CROWDALL LANE, SUITE 103 OWINGS MILLS, MARYLAND 21117

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).

Table with 7 columns: Year, Land, Building, Total, Geo., Map, Sub, Zone, Grid, Parcel, Section, Ex. Cd., Ex. St., Ex. Cd. Includes Transfer Number, Date Received, Deed Reference, Assigned Property No., and Remarks.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 12916, p. 0251, MSA_CE62_13771. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [Signature]
Authorized Signatures
Date 7-26-99

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Financials
Goldenrod - Preparer
AOC-CC-300 (6/95)

**SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium Phase A6-b)**

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventh Amendment"), made the 30th day of June, 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with

respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventh Amendment to the extent that the Builder/Vendor is now the owner of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described on the Plats as follows:

All those Units, Common Elements and parcels of land known and described as Phase A6-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A6-b shown on the Condominium Plat entitled "Condominium Plat - Phase A6-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 22, folios 124 & 125.

together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 50 single family lots in Section Two (the Fields); 52 Condominium townhouse units in Section Two (the Coach House Condominium); 42 Condominium units in Section Five (the Garden Condominium) and 89 townhouse lots in Section Four (the Townes) for a total of 336 dwelling units.

0013878 366

**NINTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium Phase A4-a)**

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Ninth Amendment"), made the 14th day of September, 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999 and Eighth Amendment dated August 9, 1999, recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

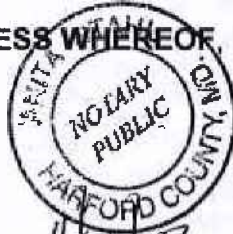
D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Ninth Amendment to the extent that the Builder/Vendor is now the owner of some of the real property which is the subject of this amendment.

STATE OF MARYLAND
COUNTY OF Baltimore, TO WIT:

On this 8th day of Oct, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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



[Signature]
NOTARY PUBLIC

My Commission Expires: 11/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]

CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

1789

0014084 404

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)

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

FD SURF \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Reg # B403 Rct # 79785
Date 13, 1999 Blk # 1165 12*31 PM

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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)(l).

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: Cynthia K Hitt, Esquire
Address: 3600 Crondall Lane, Suite 103 Owings Mills, MD 21117
Phone: (410) 363-9600

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
Table with columns: Terminal Verification, Agricultural Verification, Whole, Part, True Process Verification, Transfer Number, Date Received, Dated Reference, Assigned Property No.

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14084, p. 0404, MSA_CE62_13939. Date available 03/08/2005. Printed 04/21/2017.

Director of Land Records
BALTIMORE COUNTY, MARYLAND
Date 10-13-99
Sec 33-139 DC



**TENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Coach House Condominium Phase B - 8)**

THIS TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Tenth Amendment"), made the 14th day of September 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five known as The Garden Condominium to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September __, 1999, recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five known as The Garden Condominium to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Tenth Amendment to the extent that the Builder/Vendor is now the owner of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described on the Plats as follows:

All those Units, Common Elements and parcels of land known and described as Phase B - 8 of The Coach House Condominium at Perry Hall Farms, as shown on the Plat entitled as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase B - 8 shown on the Condominium Plat entitled "Condominium Plat - Phase B - 8, The Coach House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 23/24

together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plats.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 50 single family lots in Section Two (the Fields); 56 Condominium townhouse units in Section Two (the Coach House Condominium); 72 Condominium units in Section Five (the Garden Condominium) and 89 townhouse lots in Section Four (the Townes) for a total of 370 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Katelyn E. Wood

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

Rita Hill

VENDOR/BUILDER:
NVR HOMES, INC.

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 14th day of September, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

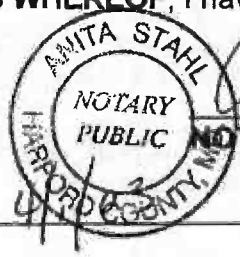
David J. Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

STATE OF MARYLAND
COUNTY OF Harpur TO WIT:

On this 8th day of October, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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



Anita Stahl

NOTARY PUBLIC

My Commission Expires: 4/1/2002

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt

CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
William J. Harper

COUNTY SOLICITOR
1788

0014084

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 # 2.00
RECORDING FEE 28.00
TOTAL 30.00
Doc # 137 1999 Rpt # 79785
Blk # 1163 12:37 PM

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions (if Applicable)
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, X()%, Less Exemption Amount, Total Transfer Tax, Recordation Tax Consideration, X() per \$500, TOTAL DUE.

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer 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).

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: Cynthia K. Hitt, Esquire
Address: 3600 Crondall Lane Suite 103 Owings Mills, MD 21117
Phone: (410)363-9600

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

Assessment Use Only - Do Not Write Below This Line
Table with columns: Terminal Verification, Agricultural Verification, Whole, Part, Transfer Method, Date Received, Dead Reference, Assessed Property No., Year, Land, Building, Total, Map, Zoning, Use, Town Cd., Sub, Grid, Parcel, Ex. Bl., Section, Ex. Cd., Block, Lot, Occ. Cd.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14084, p. 0474, MSA_CE62_13939. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Date 10-13-97
Sec 33-139 DEC

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

**ELEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing 28 Lots, Plat 1, Section Four of The Fields)**

THIS ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Eleventh Amendment"), made as of the 15th day of September, 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer"), NVR HOMES, INC. and PERRY LANDMARK, INC. (NVR HOMES, INC. and PERRY LANDMARK, INC. are sometimes hereinafter referred to as the "Builders/Vendors").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September , 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September , 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builders/Vendors hereby join in this Eleventh Amendment to the extent that the Builders/Vendors are the owners/builders/vendors of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendors do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Lots and parcels of land also annexed into and made a part of The Fields at Perry Hall Farms Community Association, Inc. as described on Exhibit A attached hereto and made a part hereof and as further shown and described on the Plat entitled "Plat 1, Section Four, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 147;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 56 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 72 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 398 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendors/Builders, NVR Homes, Inc. and Perry Landmark, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Auwood

By: DSG (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 27th day of September, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Graham
NOTARY PUBLIC

My Commission Expires: 6/9/01

ATTEST:

VENDORS/BUILDERS:
NVR HOMES, INC.

[Signature]

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

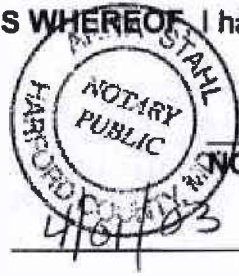
REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS
[Signature]
COUNTY SOLICITOR

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14066, p. 0242, MSA_CE62_13921, Date available 03/08/2005. Printed 04/21/2017.

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 1st day of October, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


Denise Stahl
NOTARY PUBLIC

My Commission Expires: 4/01/03

ATTEST: **PERRY LANDMARK, INC.
T/A MARYLAND LANDMARK NEW HOMES
GROUP**

Denise J. Stahl
By: Paul Amirault, VP (SEAL)
Paul Amirault, Vice President

STATE OF MARYLAND
COUNTY OF Carroll, TO WIT:

On this 15th day of October 1999, before the undersigned officer, personally appeared Paul Amirault, who acknowledged himself to be the President of Perry Landmark, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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



Louise J. Hood
NOTARY PUBLIC

My Commission Expires: 3/1/03

0014066 244

CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT, ESQUIRE
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**



EXHIBIT A
Legal Description
Section 4
Perry Hall Farms
Eleventh Election District
Baltimore County, Maryland

Beginning for the same at a point in or near the center of Cross Road, said point being distant South 42 degrees 49 minutes 35 seconds East 109.99 feet from the end of the South 46 degrees West 35.6 perch line of parcel two of a deed between J. William Ruppert and Perry Hall Farms Joint Venture, dated January 29, 1993, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 9584 at Folio 235, said point also being known as point number 355 as shown on a plat entitled, "Plat 1, Section Four, Perry Hall Farms" intended to be recorded among the Plat Records of Baltimore County, Maryland, thence binding on the centerline of said road and binding reversely on said deed line, also running along the outline of said plat, with meridian reference to Baltimore County Grid Meridian.

- 1) North 42 degrees 49 minutes 35 seconds East 483.95 feet to the beginning of the second or South 41 degrees 54 minutes East 1840.5 foot line of a deed between Ada H. Gerhold and Dennis J. Psoras, dated June 17, 1984, and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. 6769 at Folio 615, thence binding on said line
- 2) South 48 degrees 08 minutes 07 seconds East 16.50 feet to the southeasterly right of way line of Cross Road, thence leaving said deed line binding on said right of way line
- 3) North 42 degrees 30 minutes 16 seconds East 274.37 feet to intersect the second or South 50 degrees West 200.00 foot line of a deed between Lillie Mae Fogwell and Marvin and Theresa Bowen, dated December 14, 1990, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 8686 at Folio 496, thence binding on said line
- 4) South 56 degrees 23 minutes 00 seconds East 183.43 feet to the end of said line, thence binding on the third or North 48 degrees 34 minutes East 60 foot line of said deed
- 5) North 42 degrees 30 minutes 16 seconds East 60.00 feet, thence leaving the outline of said deed and running for a line of division through the two aforementioned tracts of land owned by Perry Hall Farms Joint Venture, and Dennis J. Psoras, and also running through another a tract of Land owned

PHFSFIIHOA/1014.003/201C/EXH. A



by Perry Hall Farms Joint Venture and recorded among the Land Records of Baltimore County Maryland in Liber S.M. 8106 at Folio 665, and still running along the outline of said plat

- 6) South 45 degrees 10 minutes 22 seconds East 149.26 feet, thence
- 7) North 42 degrees 30 minutes 16 seconds East 460.00 feet, thence
- 8) By a curve, to the right, with a radius 440.00 feet and an arc length of 31.56 feet, said curve having a chord bearing South 33 degrees 12 minutes 57 seconds East 31.55 feet, thence
- 9) South 31 degrees 09 minutes 40 seconds East 285.75 feet, thence
- 10) By a curve, to the right, with a radius 319.90 feet and an arc length of 70.00 feet, said curve having a chord bearing South 24 degrees 53 minutes 32 seconds East 69.86 feet, thence
- 11) North 69 degrees 40 minutes 25 seconds East 72.09 feet, thence
- 12) By a nontangent curve, to the right, with a radius 382.73 feet and an arc length of 308.38 feet, said curve having a chord bearing South 02 degrees 45 minutes 23 seconds West 300.10 feet, thence
- 13) South 25 degrees 50 minutes 20 seconds West 156.70 feet, thence
- 14) By a curve, to the right, with a radius 426.83 feet and an arc length of 383.66 feet, said curve having a chord bearing South 51 degrees 35 minutes 20 seconds West 370.87 feet, thence
- 15) South 77 degrees 53 minutes 55 seconds West 307.22 feet, thence
- 16) By a curve, to the left, with a radius 665.00 feet and an arc length of 207.76 feet, said curve having a chord bearing South 68 degrees 23 minutes 20 seconds West 206.91 feet, thence
- 17) South 59 degrees 26 minutes 20 seconds West 139.34 feet, thence
- 18) South 15 degrees 21 minutes 54 seconds West 21.56 feet to intersect the proposed northeasterly right of way line of Honeygo Boulevard, 70 feet wide, thence binding on said line and still running along the outline of said plat of Section Four
- 19) By a nontangent curve, to the left, with a radius 1308.24 feet and an arc length of 479.97 feet, said curve having a chord bearing North 38 degrees 52 minutes 52 seconds West 477.28 feet, thence
- 20) North 49 degrees 23 minutes 29 seconds West 99.30 feet, thence
- 21) North 15 degrees 01 minutes 36 seconds West 35.43 feet, thence
- 22) North 49 degrees 23 minutes 29 seconds West 30.02 feet to the point of beginning

Containing 947229 square feet or 21.745 acres of land more or less



Being a part of the same tract of land owned by Perry Hall Farms Joint Venture, in a deed dated January 29, 1993, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 9584 at Folio 235,

Also Being a part of the same tract of land owned by Dennis J. Psoras, in a deed dated June 17, 1984, and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K. Jr. 6769 at Folio 615

Also Being a part of the same tract of land owned by Perry Hall Farms Joint Venture in a deed dated February 17, 1989 and recorded among the Land Records of Baltimore County Maryland in Liber S.M. 8106 at Folio 665

RSP/rsp Job # 0191028



PHFSFHQA/2010.EXHA
December 1, 2007 9:51 AM
CKH

EXHIBIT A (Continued)

THE PROPERTY INTENDED TO BE ANNEXED will not include that area to be shown on Plat 2, Section Four, as that area is intended to be a separate association.

THE PROPERTY INTENDED TO BE ANNEXED also is not intended to include the HOA Area #1 or HOA #2 to be shown on Plat 1, Section Four as those areas are intended to be deeded to the Master Association (as that term is defined in the Declaration.)

0014066 249

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)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions (if Applicable)

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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)

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: Cynthia K. Hill
Firm: Law Office of Cynthia K Hill
Address: 3600 Ceondall Lane, Suite 103
Dwings Mills, MD 21117 Phone: (410) 363-9600

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Assessment Use Only - Do Not Write Below This Line

Table with columns: Transfer Number, Date Received, Deed Reference, Assessed Property No. Includes sub-tables for Agricultural Verification and Trans. Process Verification.

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CO-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14066, p. 0249, MSA_CEB2_13921. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
For: [Signature]
Authorized Signature
Date: 10/5/98
Sec 33-199 Dec

Vertical text on right edge: Court Clerk Recording Validation

FD SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
BAGB Rcpt # 64536
CR BIK # 614
05/1999 09:40

PHFMA\213CFINAL12th
11/15/99

**TWELFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Coach House Condominium, Phase B - 7)**

THIS TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twelfth Amendment"), made the 2nd day of November, 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore

County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twelfth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase B - 7, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase B - 7 shown on the Condominium Plat entitled "Phase B - 7, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. ~~23~~, folios 39 & 40.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 62 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 72 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 404 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Auwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 22nd day of November, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

David J. Deham
NOTARY PUBLIC

My Commission Expires: 6/9/01

0014170-266

VENDOR/BUILDER:
NVR HOMES, INC.

ATTEST:

Jeanette Scott

By Rick Vornadore (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF Baltimore, TO WIT:

On this 03rd day of November, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Marie E. Cecil
NOTARY PUBLIC



My Commission Expires: 10/22/00

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

2004
REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS
Beth Woodland-Haynes
COUNTY SOLICITOR

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 SURCHARGE \$ 2.00
RECORDING FEE 29.00
TOTAL 31.00
Doc # 0404 Rec# 66233
SP# LL Wk# 2282
NOV 24, 1999 11:43 AM

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

Deed Mortgage Other Amended Declaration Other
Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale
Arms-Length [1] Arms-Length [2] Arms-Length [3] Length Sale [9]

4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, TOTAL DUE.

5 Fees

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer 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 Property Tax ID No. (1) Grantor Liber/Folio Map Parcel No. Var. LOG
Subdivision Name Lot (3a) Block (3b) Sect/AR(3c) Plat Ref. SqFt/Acreage (4)
Coach House Condominium at Perry Hall Farms Location/Address of Property Being Conveyed (2)
9708-9718 (even) Morningview Drive
Other Property Identifiers (if applicable) Water Meter Account No.
Phase 7-B Residential X or Non-Residential Fee Simple or Group Rent Amount:
Partial Conveyance? Yes X No Description/Amnt. of SqFt/Acreage Transferred:

7 Transferred From

Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s)
Perry Hall Joint Venture and NVR Homes, Inc.
Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

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: Cynthia K. Hitt Firm: Law Office of Cynthia K. Hitt Address: 3600 Crondall Lane, Suite 103 Owings Mills Maryland 21117-2233 Phone: (410)363-9600
Return to Contact Person
Hold for Pickup
Return Address Provided

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
For: [Signature]
Authorized Signatory
Date: 11/24/99
Sec 33-189(b)(2)

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
Terminal Verification Agricultural Verification Whole Part Tran. Process Verification
Transfer Number: Date Received: Deed Reference: Assigned Property No.
Year 18 Year 19 Geo. Map Sub Block
Land Zoning Grid Plat Lot
Buildings Use Parcel Section Qtr. Cd.
Total Town Cd. Ex. St. Ex. Cd.
REMARKS:

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14170, p. 0267, MSA_CES2_14025, Date available 03/08/2005, Printed 04/21/2017

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

**THIRTEENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Coach House Condominium, Phase B - 5)**

THIS THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirteenth Amendment"), made the 3rd day of January, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor"),

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated

November 22, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirteenth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase B - 5, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase B - 5 shown on the Condominium Plat entitled "Phase B - 5, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 55 & 56.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 68 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 72 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 410 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Wood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 3rd day of January, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Barth J. Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14261, p. 0432, MSA_CE62_14116. Date available 03/08/2005. Printed 04/21/2017.

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

[Signature]

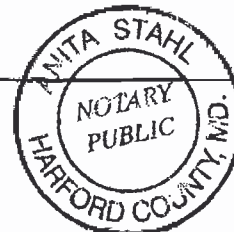
By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 10th day of January, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR 2203

0014261 434

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

Form section 1: Type(s) of Instruments, Conveyance Type, Tax Exemptions, and Recordation. Includes checkboxes for Deed, Mortgage, Lease, etc.

FD SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
RCFT # 59866
BLK # 1335
JUN 13, 2000 10:00 am

Table section 4: Consideration and Tax Calculations. Columns for Consideration Amount and Finance Office Use Only. Rows include Purchase Price, Mortgage, and various taxes.

Table section 5: Fees. Columns for Amount of Fees, Doc. 1, and Doc. 2. Rows include Recording Charge, Surcharge, and State/County taxes.

Form section 6: Description of Property. Includes fields for District, Property Tax ID, Grantor, Map, Parcel No., and Subdivision Name.

Form section 7: Transferred From. Fields for Doc. 1 - Grantor(s) Name(s) and Doc. 2 - Grantor(s) Name(s).

Form section 8: Transferred To. Fields for Doc. 1 - Grantee(s) Name(s) and Doc. 2 - Grantee(s) Name(s).

Form section 9: Other Names to Be Indexed. Fields for Doc. 1 and Doc. 2 additional names.

Form section 10: Contact/Mail Information. Fields for Name, Firm, Address, and Phone.

Form section 11: Assessment Information. Includes questions about principal residence, personal property, and survey.

Table section 12: Assessment Use Only. Grid for Terminal/Automated Verification and Whole/Part. Includes columns for Year, Land, Buildings, Total, and various codes.

BALTIMORE COUNTY-CIRCUIT COURT (Land Records) SW 14261 p. 0434, MSA_CE62_14116. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Authorized Signature
Date 1-13-2002

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-PC-300 (6/95)

**FOURTEENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase A8-a)**

THIS FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fourteenth Amendment"), made the 3rd day of January, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore

County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 1, 1999 and Thirteenth Amendment dated January 3, 2000 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fourteenth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase A8-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A8-a shown on the Condominium Plat entitled "Condominium Plat - Phase A8-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 58 & 59

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the

covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 68 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 84 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 422 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Kathy E. Woodward

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

Rick Vornadore

VENDOR/BUILDER:
NVR HOMES, INC.

By: Rick Vornadore VP. (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 3rd day of January, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Roslyn Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 10th day of July, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rita Stahl
NOTARY PUBLIC
HARFORD COUNTY, MD

My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

AFTER RECORDING, PLEASE RETURN TO:
CYNTHIA K. HITT

Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
William Woodland Payne
COUNTY SOLICITOR 2205

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14277, p. 0160, MSA_CE62_14132. Date available 03/08/2005. Printed 04/21/2017.

0014277 161

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)

160 PD SURE # 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec'd DATE Rec'd # 60126
24 2000 BIK # 2000
03:49 PM

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (If Applicable)

Table with 2 main columns: Consideration and Tax Calculations, and Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with 2 main columns: Amount of Fees, and Finance Office Use Only. Rows include Recording Charge, Surcharge, State Recordation Tax, etc.

4 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).

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

6 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)

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

8 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Cynthia K. Hitt
Address: 3600 Crondall Lane, Suite 103 Owings Mills Maryland 21117

9 Assessment Information
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:

Table with 4 columns: Transfer Number, Date Received, Deed Reference, Assigned Property No. Rows include Year, Land, Buildings, Total, etc.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14277, p. 0161, MSA_CE62_14132, Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
Sec 29-138

Space Reserved for County Violation

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

0014294 517



PHFMA213CFINAL15th
12/15/99

FIFTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Coach House Condominium, Phase B - 3)

THIS FIFTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifteenth Amendment"), made the 3rd day of January, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14294, p. 0517, MSA_CE62_14149. Date available 03/08/2005. Printed 04/21/2017.

November 22, 1999 and Thirteenth Amendment dated January 3, 2000 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifteenth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase B - 3, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase B - 3 shown on the Condominium Plat entitled "Phase B - 3, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 60 & 61;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

0014294 519

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 74 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 96 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 440 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

**PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP**

Kathy E. Awood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

**STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:**

On this 3rd day of January, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Scotty Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF Harpur, TO WIT:

On this 27th day of June, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR 2014

0014294 521

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)

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
4 Consideration Amount and Finance Office Use Only

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer and Recordation Tax Consideration, etc.

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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: Cynthia K. Hitt, Esquire
Address: 3600 Crondall Lane, Suite 103 Owings Mills, MD 21117

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?

Assessment Use Only - Do Not Write Below This Line
Table with columns: Agricultural Verification, Whole, Part, Tran. Process Verification, Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, Geo. Zoning, Use, Town Cd., Map, Parcel, Ex. Rt., Sub, Plat, Section, Ex. Cd., Block, Lot, Occ. Cd.

REMARKS:
Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14294, P. 0521, MSA, CE62, 14149. Date available 03/09/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Approved Signature
Date 01-14-2000, Sec 33-139 DEC

Not Court Clerk Recording Noted on
TOP ED SURE
RECORDING FEE 2.00
TOTAL 26.00
22.00
Post BAGO Rct # 63282
SM ID Rik # 640
Feb 04, 2000 10:51 am

**SIXTEENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase B7-b)**

THIS SIXTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixteenth Amendment"), made the 22nd day of November, 1999 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master

Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment and Fifteenth Amendment dated January 3, 2000 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixteenth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B7-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B7-b shown on the Condominium Plat entitled "Condominium Plat - Phase B7-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M.____, folios____;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the

lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); ~~74~~ Condominium townhouse units and common elements in Section Two (the Coach House Condominium); ~~96~~ Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of ~~440~~ dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

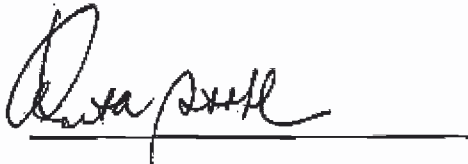
ATTEST:




DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 22nd day of November, 1999, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Scotty Johnson
NOTARY PUBLIC

My Commission Expires: 6/4/01

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 10th day of March, 1999, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rick Vornadore
NOTARY PUBLIC

My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

AFTER RECORDING, PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

2590
REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
BALTIMORE COUNTY SOLICITOR
County

0014362 060

2

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)

Recording Validation
Source Reserved

HP FD SURE \$ 2.00
RECORDING FEE 28.00
TOTAL 22.00
Reg # BA03 Rct # 84337
TO Blk # 1021
17, 2000 02:49 PM

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

Table with 2 columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with 2 columns: Amount of Fees, Agent. Rows include Recording Charge, Surcharge, State Recording Tax, etc.

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)

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: Cynthia K. Hitt, Esq.
Firm:
Address: 3600 Crondall Lane, Suite 103 Owings Mills, Maryland 21117
Phone: (410) 363-9600

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
Table with columns: Transfer Number, Date Received, Dead Reference, Assigned Property No., Year, Land, Buildings, Total, etc.

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

Source Reserved for County Validator
TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Date 3/17/02 Sec 33-139
Authorized Signature

**SEVENTEENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Coach House Condominium, Phase B - 6)

THIS SEVENTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventeenth Amendment"), made the 10th day of April, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four,

Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment and Fifteenth Amendment dated January 3, 2000 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000 and Sixteenth Amendment dated November 22, 1999, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventeenth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase B - 6, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase B - 6 shown on the Condominium Plat entitled "Phase B - 6, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 69 & 70;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 80 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); ~~90~~ 96 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of ~~440~~ 446 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

**PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP**

Kathy E. Awood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

**STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:**

On this 10th day of April, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Barth J. Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

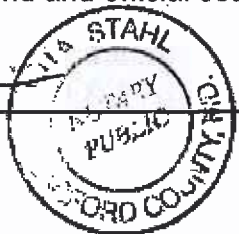
[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 14th day of APRIL, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC


My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
AND APPROVED FOR EXTORTION.

OFFICE OF LAW
[Signature]
ASSISTANT COUNTY SOLICITOR
[Signature]

0014419 300

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)

THE FD SURF \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec'd # 62973
Blk # 1819
01/37 PM

1 Type(s) of Instruments: Deed, Mortgage, Lease, Other Amended Declaration
2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

Table with 2 main columns: Consideration Amount and Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, Less Exemption Amount, Total Transfer Tax, Recordation Tax Consideration, TOTAL DUE.

Table with 2 main columns: Amount of Fees and Agent. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other, 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: 11th, Property Tax ID No. (1), Grantor Liber/Folio, Map, Parcel No., Var. LOG
Subdivision Name: Coach House Condominiums at Perry Hall Farms, Lot (3a), Block (3b), Sect/AR(3c), Plat Ref. 71/105, SqFt/Acreage (4) 19,458.93 sqft
Location/Address of Property Being Conveyed (2): 9732-9742 (even Morningview Circle)
Other Property Identifiers (if applicable), Water Meter Account No.

7 Transferred From: Doc. 1 - Grantor(s) Name(s): Perry Hall Farms Joint Venture and NV3 Homes, Inc.
Doc. 2 - Grantor(s) Name(s)
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)
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: Cynthia K. Hitt, Esquire
Firm:
Address: 3600 Crondall Lane, Suite 103 Owings Mills, MD 21117
Phone: (410) 363-9600
Return to Contact Person (checked)
Hold for Pickup
Return Address Provided

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
Table with columns: Terrestrial Verification, Agricultural Verification, Whole, Part, Tran. Process Verification, Year, Land, Building, Total, Geo, Zoning, Use, Town Cd, Map, Sub, Parcel, Ex. St., Assn. Property No., Block, Plat, Section, Occ. Cd.

Space Reserved for County Validation:
Date: 1/19/00
Authorized Signature:
TRANSFER TAX NOT REQUIRED
BALTIMORE COUNTY MARYLAND

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

2

0014422 382

PHFMA213CFINAL18th
4/1/00

EIGHTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase A3-a)

THIS EIGHTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Eighteenth Amendment") made the 10th day of April, 2000, by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four,

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14422, p. 0382, MSA_CE62_14277. Date available 03/08/2005. Printed 04/21/2017.

consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment, and Fifteenth Amendment dated January 3, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999 and Seventeenth Amendment dated March 15, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Eighteenth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase A3-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A3-a shown on the Condominium Plat entitled "Condominium Plat - Phase A3-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. ~~23~~, folios 74 & 75.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 74 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 120 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 464 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Auwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 10~~th~~ day of April, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Keratty J. Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/01

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14422, p. 0385, MSA_CE62_14277. Date available 03/08/2005. Printed 04/21/2017.

0014422-385

VENDOR/BUILDER:
NVR HOMES, INC.

ATTEST:

[Signature]

By: Rick Vornadore VP. (SEAL)
Rick Vornadore, Vice President

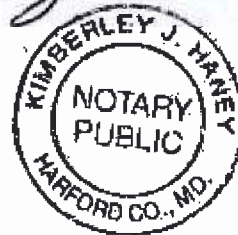
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 19 day of April, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 05/08/01



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
AND APPROVED FOR EXECUTION.

OFFICE OF LAW

By: [Signature]
ASSISTANT COUNTY SOLICITOR
Attorney

001422 386

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)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, Less Exemption Amount, Total Transfer Tax, Recordation Tax Consideration, TOTAL DUE.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other.

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
8 Transferred To
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: Cynthia K. Hitt, Esquire
Firm:
Address: 3600 Crandall Lane, Suite 103 Owings Mills, MD 21117
Phone: (410) 361-9600

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Assessment Use Only - Do Not Write Below This Line

Table with columns: Transfer Number, Date Received, Deed Reference, Assessed Property No., Year, Land, Buildings, Total, Remarks.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14422, p. 0386, MSA_CE62_14277. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
Per [Signature]
Authorized Signature

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

Vertical text on the right edge of the page.

**NINETEENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Coach House Condominium, Phase B - 4)**

THIS NINETEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Nineteenth Amendment"), made the _____ day of April, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated

January 3, 2000 and Seventeenth Amendment dated March 15, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000 and Sixteenth Amendment dated November 22, 1999 and Eighteenth Amendment dated April, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Nineteenth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase B - 4, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase B - 4 shown on the Condominium Plat entitled "Phase B - 4, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folios 79 & 80;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 86 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 120 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 476 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

Kathy E. Awood

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 10th day of April, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Scotty J. Deham
NOTARY PUBLIC

My Commission Expires: 6/9/01

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

COUNTY SOLICITOR

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

[Handwritten signature]

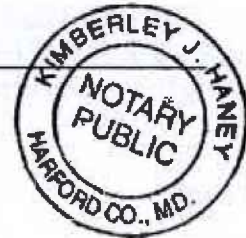
By: *Rick Vornadore VP* (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF MARFORD, TO WIT:

On this 19th day of MAY, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC



My Commission Expires: 05/08/01

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

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)
 Check Box if Addendum Intake Form is Attached.)

IMR FD SURE \$ 2.00
 RECORDING FEE 20.00
 TOTAL 22.00
 RECD B006 Rcpt # 71671
 SM DM Bk # 739
 JUN 05 2008 12:58 PM

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

Deed	Mortgage	Other Amended Declaration	Other
Deed of Trust	Lease		
Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale
Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Arms-Length [9]
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 -	\$
		Total Transfer Tax =	\$
Other:	\$	Recordation Tax Consideration	\$
		X () per \$500 =	\$
Full Cash Value	\$	TOTAL DUE	\$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$	\$	
Surcharge	\$	\$	Tax Bill:
State Recordation Tax	\$	\$	C.B. Credit:
State Transfer Tax	\$	\$	Ag. Tax/Other:
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).

District	Property Tax ID No. (1)	Grantor Lines/Folio	Map	Parcel No.	Var. LOG
11th					<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
Coach House Condominium at					71/105
Perry Hall Farms		Location/Address of Property Being Conveyed (2)			
		9701, 9703, 9705, 9707, 9709 and 9711 Morningview Circle			
Other Property Identifiers (if applicable)			Water Meter Account No.		
Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: _____					
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFu/Acreage Transferred: _____					

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Perry Hall Farms Joint Venture and NVR Homes, Inc.	
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)
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	<input checked="" type="checkbox"/> Return to Contact Person
Name: Cynthia K. Hitt, Esquire	<input type="checkbox"/> Hold for Pickup
Firm:	<input type="checkbox"/> Return Address Provided
Address: 3600 Crondall Lane, Suite 103 Owings Mills, Maryland 21117 Phone: (410) 363-9600	

11 Assessment Information

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).

TRANSFER TAX NOT REQUIRED
 Director of Budget and Finance
 BALTIMORE COUNTY, MARYLAND
 Date 11/10/08 Dec 33-139
 Authorized Signature

Assessment Use Only - Do Not Write Below This Line

Transfer Number	Date Received	Geog.	Map	Sub	Block
Year	18	19	Zone	Grid	Plat
Land			Use	Parcel	Section
Building			Town Cd.	Ex. St.	Es. Cd.
Total					

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 ACC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14506 p. 0370, MSA, CE62, 14361. Date available 03/08/2005. Printed 04/21/2017.

**TWENTIETH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Garden Condominium, Phase B7-a)

THIS TWENTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twentieth Amendment"), made the 8th day of May, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated

January 3, 2000, Seventeenth Amendment dated March 15, 2000, and Nineteenth Amendment, dated April 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999 and Eighteenth Amendment dated April, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twentieth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B7-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B7-a shown on the Condominium Plat entitled "Condominium Plat - Phase B7-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 91 & 92

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 86 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 132 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 488 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Auwood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, Resident

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 8th day of May, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy J. DeHann
NOTARY PUBLIC

My Commission Expires: 6/9/01

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

**VENDOR/BUILDER:
NVR HOMES, INC.**

ATTEST:

[Signature]

By: *Rick Vornadore V.P.* (SEAL)
Rick Vornadore, Vice President

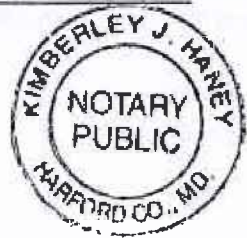
**STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:**

On this 19th day of MAY, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 05/08/01



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

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)

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

FD SURE \$ 2.00
RECORDING FEE 28.00
TOTAL 22.00
Recpt # 71671
Blk # 741
JUN 06, 2008 12:58 PM

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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: Cynthia K. Hitt, Esquire
Address: 3600 Crondall Lane, Suite 103 Owings Mills, Maryland 21117

11 Assessment Information
Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14506, p. 0380, MSA_CE62_14361. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Date 6/10/08 9:00:53-139

Space Reserved for County Validation

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

**TWENTY-FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Coach House Condominium, Phase B-2)**

THIS TWENTY-FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twenty-First Amendment"), made the 15th day of July, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, and Nineteenth Amendment, dated April 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected

additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, and the Twentieth Amendment dated May 8, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twenty-First Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase B - 2, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase B - 2 shown on the Condominium Plat entitled "Phase B - 2, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 113 & 114;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 92 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 132 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 494 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

Kathy E. Acworth

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 17th day of July, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Barth J. Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/2001

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

[Signature]

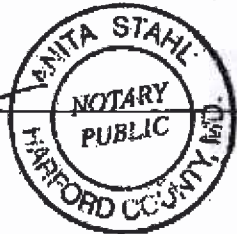
By: *Rick Vornadore V.P.* (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF MARLBOROUGH, TO WIT:

On this 26th day of July, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

0014596 094

Recording Venetian
Space Reserved

2

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)

(Check Box if Addendum Intake Form is Attached)

TRF PD SURE \$ 2.00
RECORDING FEE 28.00
TOTAL 22.00
RCPT # 84087
BC BK # 1354
JUL 25, 2008 12:10 PM

1	Type(s) of Instruments	<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Other Amended	<input type="checkbox"/> Other	
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/> Declaration		
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale [9]	
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]		
3	Tax Exemptions (if Applicable) Cite or Explain Authority	<input type="checkbox"/> Recordation				
		<input type="checkbox"/> State Transfer				
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only	
		Purchase Price/Consideration \$			Transfer and Recordation Tax Consideration	
5	Fees	Recording Charge	Doc. 1	Doc. 2	Agent: <i>AT</i>	
		Surcharge			Tax Bill:	
		State Recordation Tax			C.B. Credit:	
		State Transfer Tax			Ag. Tax/Other:	
		County Transfer Tax				
		Other				
		Other				
		Full Cash Value				
		TOTAL DUE				

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14596, p. 0094, MSA_CE62_14451, Date available 03/08/2005. Printed 04/21/2017.

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).	Amount of Fees		Doc. 1	Doc. 2	Agent:
		Recording Charge	\$	\$	\$	Tax Bill:
		Surcharge	\$	\$	\$	C.B. Credit:
		State Recordation Tax	\$	\$	\$	Ag. Tax/Other:
		State Transfer Tax	\$	\$	\$	
		County Transfer Tax	\$	\$	\$	
		Other	\$	\$	\$	
		Other	\$	\$	\$	
		Full Cash Value	\$	\$	\$	
		TOTAL DUE	\$	\$	\$	

7	Transferred From	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		11th					<input type="checkbox"/> (5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)
		Coach House Condominium at					71/105	19,964.77 SqFt
		Perry Hall Farms		Location/Address of Property Being Conveyed (2)				
		9725,9727,9729,9731,9733 and 9735 Morning View Circle						
		Other Property Identifiers (if applicable)		Water Meter Account No.				

8	Transferred To	Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>	Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/>	Amount:	
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Description/Amt. of SqFt/Acreage Transferred:		
		If Partial Conveyance, List Improvements Conveyed:			
		Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)	
		Perry Hall Farms Joint Venture and NVR Homes, Inc.			
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)	
		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		<input checked="" type="checkbox"/> Return to Contact Person
		Name: <u>Cynthia K. Hitt</u>		<input type="checkbox"/> Hold for Pickup
		Address: <u>3600 Crondall Lane, Suite 103 Owings Mills, MD 21117</u>		<input type="checkbox"/> Return Address Provided
		Phone: () (410) 363-9600		

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

Assessment Use Only - Do Not Write Below This Line						
<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification		
Transfer Number	Date Received	Deed Reference		Assigned Property No.:		
Year	18	19	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	
REMARKS:						

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
Per *[Signature]*
Authorized Signature
Date July 2008 Sec 38-139 *[Signature]*

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldend - Preparer
AOC-CC-300 (6/95)

**TWENTY-SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Coach House Condominium, Phase B-I)**

THIS TWENTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twenty-Second Amendment"), made the 15th day of July, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 10, 2000, and Twenty-First Amendment dated July 15, 2000, each recorded in the Land

Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, and Twentieth Amendment dated May 8, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twenty-Second Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase B - 1, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase B - 1 shown on the Condominium Plat entitled "Phase B - 1, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 129 & 130;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 96 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 132 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 498 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

**PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP**

Kathy Sawood

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

**STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:**

On this 17th day of July, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Barth J. Johnson
NOTARY PUBLIC

My Commission Expires: 6/09/2001

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

Anita Stahl

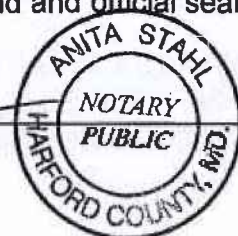
By: Rick Vornadore VP. (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 11th day of August, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Anita Stahl
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia K. Hitt
CYNTHIA K. HITT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
Christine A. Zwick
ASS. COUNTY SOLICITOR

2

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)

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

THE FD SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Reg # B485 Rpt # 84321
St # BC BK # 2034
Aug 16, 2000 12:30 PM

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, Less Exemption Amount, Total Transfer Tax, Recordation Tax Consideration, TOTAL DUE.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other. Includes Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other.

4 Description of Property
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed 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: Cynthia K. Pitt, Esquire
Firm:
Address: 3600 Crondall Lane, Suite 103 Owings Mills, MD 21117
Phone: (410) 363-9600

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Assessment Use Only - Do Not Write Below This Line

Table with columns: Year, Land, Buildings, Total, Geo, Zoning, Use, Town Cd, Map, Plat, Ex. St., Block, Lot, Section, Dec. Cd.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14641, p. 0634, MSA_CE62_14496. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [Signature]
Authorized Signature

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldendod - Preparer
AOC-CC-300 (6/95)

**TWENTY-THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase A2-b.)**

THIS TWENTY-THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twenty-Third Amendment"), made the 15th day of July, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated

January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 2000, Twenty-First Amendment dated July 15, 2000 and Twenty-Second Amendment dated July 15, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, and Twentieth Amendment dated May 8, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twenty-Third Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase A2-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A2-b shown on the Condominium Plat entitled "Condominium Plat - Phase A2-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 131 & 132.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 96 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 144 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 510 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

**PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP**

Kathy E. [Signature]

By: [Signature] (SEAL)
David S. Gonzenbach, President

**STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:**

On this 11th day of July, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14641, p. 0642, MSA_CE62_14496. Date available 03/08/2005. Printed 04/21/2017.

My Commission Expires: 6/9/2001

**VENDOR/BUILDER:
NVR HOMES, INC.**

ATTEST:

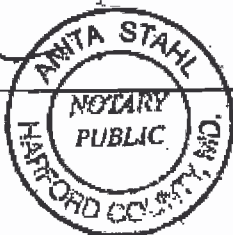
[Signature]

By: *Rick Vornadore VP.* (SEAL)
Rick Vornadore, Vice President

**STATE OF MARYLAND
COUNTY OF Harford, TO WIT:**

On this 11th day of August, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC 

My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA K. HITT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA K. HITT
Watermark Press Building
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117**

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
BALTIMORE COUNTY SOLICITOR

0014641 644

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)

(Check Box if Addendum Intake Form is Attached.)

ONE FULL SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
RCPT # 04921
RC \$ 2008
12:33 PM

1 Type(s) of Instruments: Deed, Mortgage, Other Amended Declaration, etc.
2 Conveyance Type: Improved Sale, Unimproved Sale, etc.
3 Tax Exemptions: Recordation, State Transfer, County Transfer

Table with columns: Consideration and Tax Calculations, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other. Rows include Recording Charge, Surcharge, State Recording Tax, etc.

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).

Transferred From: Doc. 1 - Grantor(s) Name(s), Doc. 2 - Grantor(s) Name(s). Perry Hall Farms Joint Venture and NVR Homes, Inc.

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

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

Contact/Mail Information: Instrument Submitted By or Contact Person: Name: Cynthia K. Hitt, Esquire. Firm: Address: 3600 Crondall Lane, Suite 103 Owings Mills, MD 21117. Phone: (410)363-9600.

Assessment Information: IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER. Will the property being conveyed be the grantee's principal residence? Does transfer include personal property? Was property surveyed?

Assessment Use Only - Do Not Write Below This Line. Table with columns: Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, Map, Grid, Parcel, Ex. St., Sect, Plat, Section, Eas. Cd., Block, Lot, Area, Cd.

REMARKS: Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14641, p. 0644, MSA_CE62_14496. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED Director of Budget and Finance BALTIMORE COUNTY MARYLAND Per [Signature] Authorized Signature

Date 8/16/07

Sec 33-138 JEC

0014717 046

0014717 046

**TWENTY-FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Coach House Condominium, Phase A - 1)**

THIS TWENTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twenty-Fourth Amendment"), made as of the 1st day of September, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated

2

4

January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, and Twenty-Third Amendment dated July 15, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, and Twentieth Amendment dated May 8, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twenty-Fourth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase A - 1, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase A - 1 shown on the Condominium Plat entitled "Phase A - 1, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 147 & 148;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for

assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 102 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 132 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 504 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

Rebecca Watson

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 5th day of September, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kathy E. Wood
NOTARY PUBLIC

My Commission Expires: 6/9/01

VENDOR/BUILDER:
NVR HOMES, INC.

ATTEST:

[Signature]

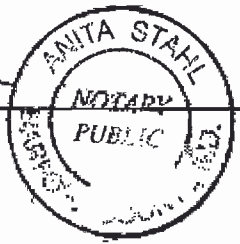
By: Rick Vornadore VP. (SEAL)
Rick Vornadore, Vice President

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 21st day of September, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
ASST COUNTY SOLICITOR CITY

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.

IMP FD SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rec# BAB6 Rpt # 75297
CG Blk # 2045
Date 26, 2000 01:17 PM

1 Type(s) of Instruments: Deed, Mortgage, Other Amended Declaration
2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

4 Consideration and Tax Calculations: Table with columns for Consideration Amount and Finance Office Use Only (Transfer and Recordation Tax Consideration).

5 Fees: Table with columns for Amount of Fees, Doc. 1, Doc. 2, and Agent/Tax Bill/C.B. Credit/Ag. Tax/Other.

6 Description of Property: District, Property Tax ID No., Grantor/Edict/Title, Map, Parcel No., Var. LOG, Subdivision Name, Lot (3a), Block (3b), Sect/AR(3c), Plat Ref., SqFt/Acreage (4) qft.

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: Cynthia Hitt Kent, Firm, Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117, Phone: (410) 363-9600

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: Table with columns for Terminal Verification, Agricultural Verification, Whole, Part, Trans. Process Verification, Transfer Number, Date Received, Deed Reference, Assessed Property No., Year, Land, Building, Total, Map, Zoning, Use, Parcel, Ex. St., Sub, Grid, Plat, Section, Block, Lot, Ass. Cd.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14717, p. 0050, MSA, CE62, 14572. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
9262000 Sec 53-139 DCC

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldendrod - Preparer
AOC-CC-300 (6/95)

**TWENTY-FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase B4 - b)**

THIS TWENTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twenty-Fifth Amendment"), made the 1st day of September, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated

January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, and Twenty-Fourth Amendment dated September 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, and Twenty-Third Amendment, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twenty-Fifth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B4 - b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B4 - b shown on the Condominium Plat entitled "Condominium Plat - Phase B4 - b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 23, folios 150 & 151

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 102 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 144 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 516 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

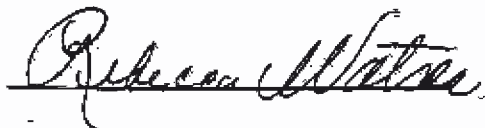
4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

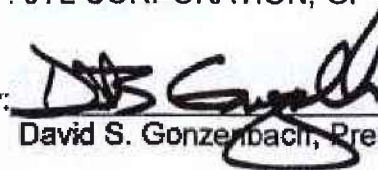
5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP




By:  (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 5th day of September, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


NOTARY PUBLIC

My Commission Expires: 6/9/01

VENDOR/BUILDER:
NVR HOMES, INC.

ATTEST:

Maire Cecil

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

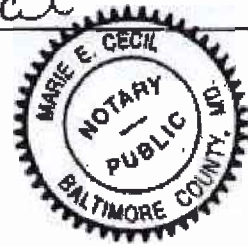
STATE OF MARYLAND
COUNTY OF Baltimore, TO WIT:

On this 4 day of October, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Maire E. Cecil
NOTARY PUBLIC

My Commission Expires: 10/22/00



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

*Received for Baltimore County
Registration*
[Signature]
10/10/00

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14749, p. 0245, MSA_CE62_14604. Date available 03/08/2005. Printed 04/21/2017.

2

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)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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: Cynthia Hitt Kent
Address: 3600 Crondall Lane, Suite 105 Owings Mills MD 21117-2233

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Assessment Use Only - Do Not Write Below This Line

Table with columns: Transfer Number, Year, Land, Buildings, Total, etc. Includes a grid for property details.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14749, p. 0246, MSA_CE62_14604, Date available 03/08/2005. Printed 04/21/2017.

Court Clerk Recording Validation

RECORDING FEE 5.00
TOTAL 20.00
Date: 12, 2008

**TWENTY- SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase A2-a)**

THIS TWENTY-SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twenty-sixth Amendment"), made as of the 1st day of October, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master

Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, and Twenty-Fourth Amendment dated September 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, and the Twenty-Fifth Amendment dated September 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twenty-Sixth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase A2-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A2-a shown on the Condominium Plat entitled "Condominium Plat - Phase A2-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 13; 14

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 102 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 156 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 528 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Rebecca Watson

DECLARANT:

**PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP**

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

Marie Beil

**VENDOR/BUILDER:
NVR HOMES, INC.**

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 27th day of October, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Deotly J. Deham
NOTARY PUBLIC

My Commission Expires: 6/9/2001

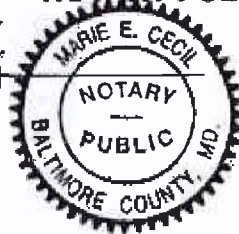
STATE OF MARYLAND
COUNTY OF Baltimore, TO WIT:

On this 1st day of November, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Marie E. Cecil
NOTARY PUBLIC

My Commission Expires: 10/01/04



BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14803, p. 0420, MSA_CE62_14658. Date available 03/08/2005. Printed 04/21/2017.

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

Reviewed for Baltimore County Requirements:

Joyce A. Spivey 11-9-00

OFFICE OF THE COUNTY ATTORNEY

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.

Recording Validation
FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rest 2804 Rcpt # 78931
SM Blk # 1331
Nov 13, 2008 10:16 am

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer and Recordation Tax Consideration.

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer 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).

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)

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: Cynthia Hitt Kent
Address: 3600 Crondall Lane, Suite 105, Owings Mills, Maryland 21117

11 Assessment Information
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.

Assessment Use Only - Do Not Write Below This Line
Table with columns: Transfer Number, Date Received, Deed Reference, Assigned Property No. Rows include Year, Land, Buildings, Total, Geo, Zoning, Use, Town Cd, Map, Grid, Parcel, Ex. St, Sub, Plat, Section, Ex. Cd, Block, Lot, Occ. Cd.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14803, p. 0422, MSA, CE62, 14868. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [Signature]

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldrod - Preparer
AOC-CC-300 (6/95)

**TWENTY-SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Coach House Condominium, Phase A - 8)**

THIS TWENTY-SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twenty-Seventh Amendment"), made as of the 1st day of October, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated

January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, and Twenty-Fourth Amendment dated September 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000 and the Twenty-Sixth Amendment dated September 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twenty-Seventh Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as The Coach House Condominium at Perry Hall Farms, Phase A - 8, as shown on the Plat entitled "1st Amended Resubdivision of Previously recorded: SM 69/59, Perry Hall Farms, Section 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 79, and as further described as:

Phase A - 8 shown on the Condominium Plat entitled "Phase A - 8, Coach House Condominium at Perry Hall Farms, Sheet 1 of 2 and Sheet 2 of 2" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 15 & 16;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration.

The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 156 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 534 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP
By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 27th day of October, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Fisham

STATE OF ~~TENNESSEE~~
COUNTY OF Hamilton, TO WIT:

On this 20th day of October, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Neathy Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/2001


STATE OF MARYLAND
COUNTY OF Baltimore, TO WIT:

On this 1st day of November, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Marie E. Cecil
NOTARY PUBLIC

My Commission Expires: 10/01/04



I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING, PLEASE RETURN TO:
CYNTHIA HITT KENT, ESQUIRE

Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
Christine H. Kent
ASSY COUNTY SENSOR

0014803 432

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)

(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments: Deed, Mortgage, Other Amended Declaration, etc.
2 Conveyance Type: Improved Sale, Unimproved Sale, etc.
3 Tax Exemptions: Recordation, State Transfer, County Transfer.

4 Consideration and Tax Calculations: Table with columns for Consideration Amount and Finance Office Use Only (Transfer and Recordation Tax Consideration).

5 Fees: Table with columns for Amount of Fees (Doc. 1, Doc. 2) and Agent/Tax Bill/Ag. Tax/Other.

6 Description of Property: District, Property Tax ID No., Grantor, Map, Parcel No., Var. LOG, Subdivision Name, Lot, Block, Sect/AR, Plat Ref., SqFu/Acreage.

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, Firm, Address, Phone, Return to Contact Person, Hold for Pickup, Return Address Provided.

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: Table with columns for Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification, Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, Geo, Zoning, Use, Town Cd, Map, Parcel, Es. Bl., Sub, Grid, Plat, Section, Block, Lot, Dist, Cd.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14803, p. 0432, MSA_CE62_14658. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED Director of Budget and Finance BALTIMORE COUNTY MARYLAND Per [Signature] 1-13-2008 Sec 30-130

Space Reserved for County Validation

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-GC-300 (6/95)

RECORDING FEE 5.00, TOTAL 25.00, Recpt # 78931, Blk # 1337, 10:24 am

**TWENTY- EIGHTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase A7)**

THIS TWENTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twenty-Eighth Amendment"), made as of the 1st day of December, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master

Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, the Twenty-Fifth Amendment dated September 1, 2000, and the Twenty-Sixth Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twenty-Eighth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase A7 of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A7 shown on the Condominium Plat entitled "Condominium Plat - Phase A7, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 25;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 102 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 168 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes) for a total of 540 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Kathy E. Auwood

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

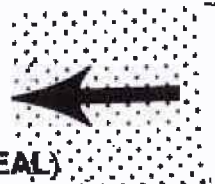
By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR HOMES, INC.

By: *[Signature]* (SEAL)



Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 4th day of December, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Doothy Johnson
NOTARY PUBLIC

My Commission Expires: 6/9/2001

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 11th day of December, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

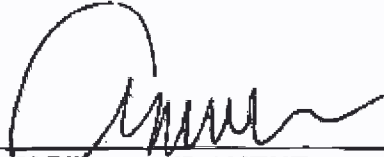
Anita Stahl
NOTARY PUBLIC


My Commission Expires: 4/1/03

Revised for Baltimore County Reference
[Signature]
Asst. County Atty
12/13/00

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

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)

(Check Box if Addendum Intake Form is Attached.)

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

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, Less Exemption Amount, Total Transfer Tax, Recordation Tax Consideration, TOTAL DUE.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer 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).

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: Cynthia Hitt Vest
Address: 3600 Crowden Lane, Suite 105 Owings Mill, MD 21117
Phone: (410) 343-9600

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Assessment Use Only - Do Not Write Below This Line

Table with columns: Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, Geo., Map, Plat, Section, Ex. Cd., Sub, Lot, Area, Cd.

REMARKS:
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 14867, p. 0128, MSA_CE62_14722. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Per [Signature]
Authorized Signature

Recording Validation
DP FD SURE \$ 5.00
RECORDING FEE 28.00
TOTAL 25.00
Recpt # 78553
Blk # 1389
Dec 14, 2000 03:30 PM

PHFMA213CFINAL29th
12/1/00 Carriage C2

**TWENTY- NINTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Carriage House Condominium, Phase C2)**

THIS TWENTY-NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Twenty-Ninth Amendment"), made as of the 1st day of December, 2000 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master

Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, the Twenty-Fifth Amendment dated September 1, 2000, the Twenty-Sixth Amendment dated October 1, 2000, and the Twenty-Eight Amendment dated December 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Twenty-Ninth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C2 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C2 shown on the Condominium Plat entitled "Condominium Plat - Phase C2, The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 27, 28

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 102 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 168 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 6 Condominium townhouse unit and common elements in Section Five (the Carriage House Condominium) for a total of 546 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Karen E. Auwoc

DECLARANT:

**PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP**

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, Resident

ATTEST:

Rick Vornadore

**VENDOR/BUILDER:
NVR HOMES, INC.**

By: Rick Vornadore V.P. (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 4th day of December, 2000, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Deborah Johnson
NOTARY PUBLIC

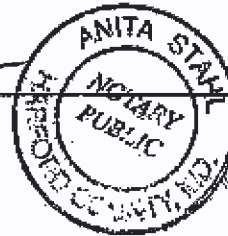
My Commission Expires: 6/9/2001

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 11th day of December, 2000, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rick Vornadore
NOTARY PUBLIC




My Commission Expires: 4/1/05

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.


CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

*Reviewed for
Baltimore County
Requirements.

Assistant County Attorney*

3

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)

(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surchage, State Recordation Tax, etc.

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)

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: Cynthia Hitt Kent
Address: 3600 Crondall Lane, Suite 105 Owings Mills, MD 21117

11 Assessment Information
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?

Assessment Use Only - Do Not Write Below This Line
Table with columns: Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, etc.

Remarks:
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 48-5, 01-0753, MSA 2562-14730. Date available 03/08/2005. Printed 04/21/2017.

Recording Validation
Space Reserved

FD SURE \$ 5.00
RECORDING FEE 28.00
TOTAL 25.00
Recpt # 70675
Blk # 1712
Date 28, 2000 11:29 am

TRANSFER TAX NOT REQUIRED.
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Date: 4/10/00 Sec 33-139 REC

**THIRTIETH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase A4-b)**

THIS THIRTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirtieth Amendment"), made as of the 8th day of February, 2001 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land

Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, the Twenty-Fifth Amendment dated September 1, 2000, the Twenty-Sixth Amendment dated October 1, 2000 and the Twenty-Eighth Amendment dated December 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, the Declarant subjected an additional phase of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirtieth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase A4-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M, 71, folio 66, and as further described as:

Phase A4-b shown on the Condominium Plat entitled "Condominium Plat - Phase A4-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 33 & 34

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat,

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 180 Condominium units and common elements in Section Five (the Garden Condominium) and 89 townhouse lots and parcels of land in Section Four (the Townes), and 6 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) 564 units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

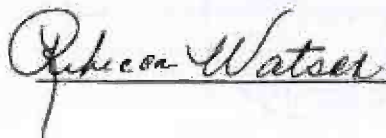
4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

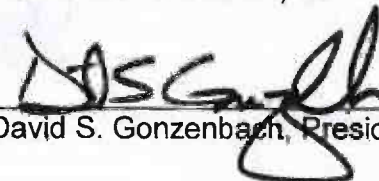
5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP



By:  (SEAL)
David S. Gonzenbach, President

ATTEST:

VENDOR/BUILDER:
NVR HOMES, INC.

[Signature]

By: Rick Vornadore VP. (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE,
COUNTY OF Hamilton, TO WIT:

On this 8th day of February, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

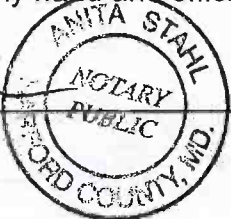
[Signature]
NOTARY PUBLIC

My Commission Expires: 6/9/2001

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 14th day of February, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC


My Commission Expires: 4/1/03

CERTIFICATION 0014992 4291

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS
OFFICE OF LAW
By: Joyce a [signature] 02-20-01
ASSISTANT COUNTY ATTORNEY

2

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)

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

FD SURE #
RECORDING FEE
TOTAL
Recpt # 97334
Blk # 2044
Feb 21, 2001 11:46 am

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

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)

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: Cynthia Hitt Kent
Firm:
Address: 3600 Crondall Lane, Suite 105 Owings Mills, MD 21117
Phone: (410) 363-9600

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
Terminal Verification
Agricultural Verification
Whole Part Tran. Process Verification
Transfer Number: 19 Date Received: 19 Geo. Map Block
Land Zoning Grid Plat Lot
Building Use Parcel Section Occ. Cd.
Total Town Cd. Ex. St. Ex. Cd.

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Date: 2/21/01
Signature: [Signature]
AOC-CC-300 (6/95)

Printed 04/21/2017. Date available 03/18/2005. State Department of Assessments and Taxation, Baltimore, MD

**THIRTY-FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Carriage House Condominium, Phase C3)

THIS THIRTY-FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty-First Amendment") made as of the 8th day of February, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected a portion of Section Two known as The Fields and a portion of Section Two known as The Coach House Condominium to the Master Association. By Second Amendment to Declaration dated September 15, 1998 and Third Amendment to Declaration dated March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated as of March 25, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Fifth Amendment to Declaration dated on or about June 2, 1999 and Sixth Amendment to Declaration dated on or about June 30, 1999, both recorded among the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999 recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Tenth Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach

House Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment, dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, the Twenty-Fifth Amendment dated September 1, 2000, the Twenty-Sixth Amendment dated October 1, 2000, and the Twenty-Eight Amendment dated December 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, the Declarant subjected an additional phase of Section Five, known as the Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-First Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C3 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision, Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C3 shown on the Condominium Plat entitled "Condominium Plat - Phase C3 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 45 & 46

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 180 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 12 Condominium townhouse unit and common elements in Section Five (the Carriage House Condominium) for a total of ~~570~~ dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

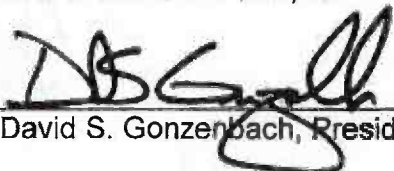
5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:



DECLARANT:
PERRY HALL FARMS JOINT VENTURE
 BY: JTL-PERRY HALL ASSOCIATES, LP
 BY: JTL CORPORATION, GP

By:  (SEAL)
 David S. Gonzenbach, President

VENDOR/BUILDER:
NVR HOMES, INC.

ATTEST:

[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 8th day of February, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

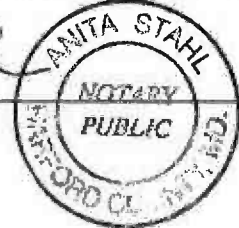
My Commission Expires: 6/9/2001

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 20th day of March, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/03


CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland,



CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

Received for
Baltimore County
Requirements:

Assistant County Attorney

Cost
4966

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)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration and Tax Calculations

FD SURC \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
RADES Rec# 23243
LL BK # 2127
23/ 2001 11:37 am

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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)(l).

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: Cynthia Hitt Kent
Firm:
Address: 3600 Crondall Lane, Suite 105 Owings Mills, MD 21117
Phone: (410) 363-9600

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
Terminal Verification, Agricultural Verification, Whole, Part, Tim. Process Verification
Transfer Number, Date Received, Deed Reference, Assessed Property No.
Year, Land, Buildings, Total, Map, Zoning, Use, Town Cd., Grid, Parcel, Ex. St., Sub, Plat, Section, Ex. Cd., Block, Plat, Section, Lot, Occ. Cd.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15064, p. 0360, MSA_CE62_14919, Date available 03/08/2005, Printed 04/21/2005

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Authorized Signature
Date 3/6/01 Sec 33-439

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)



**THIRTY-SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase B6)**

THIS THIRTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty-Second Amendment"), made as of the 1st day of April, 2001 by PERRY HALL FARMS JOINT VENTURE, (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-

Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000 and Thirtieth Amendment dated February 8, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000 and Thirty-First Amendment dated March 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-Second Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B6 of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B6 shown on the Condominium Plat entitled "Condominium Plat - Phase B6, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 41 & 48

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 192 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 12 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) for a total of 582 dwelling units.

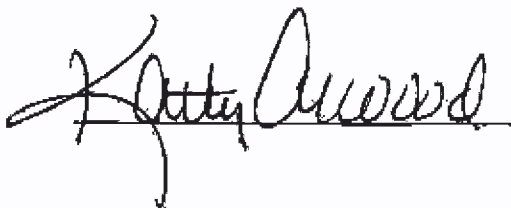
3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

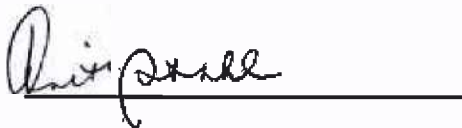
5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:




ATTEST:

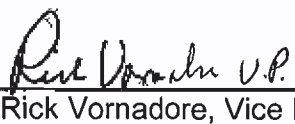


DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 26th day of March, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Donna J. Deham
NOTARY PUBLIC


-My Commission Expires: 6/9/2001

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 29th day of March, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rick Vornadore
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

Reviewed for Baltimore County requirements.
[Signature]
Asst. County Attorney 2/20/01
Lo 5046

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

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, etc.

5 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)

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

10 Contact/Title Information
Instrument Submitted By or Contact Person
Name: Cynthia Hitt-Kent
Address: 3600 Crondall Lane, Suite 105 Owings Mills, MD 21117

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Use Only - Do Not Write Below This Line

Table with columns: Year, Land, Buildings, Total, Gen. Zoning, Use, Town Ctr., Map, Grid, Parcel, Es. Bl., Sub. Plat, Section, Fr. Cd., Block, Lot, Sec. Cd. Includes a grid for recording details.

Remarks section and Distribution information: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15091, p. 0680, MSA_CEB2_14946, Date available 03/08/2005, Printed 04/21/2017

Court Clerk Recording Validation

REC'D STATE RECORDS
TOTAL
APR 04 2001
KCF: 168
BLK: 428
10:35

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY MARYLAND
Authorized Signature
Date 4/1/01

**THIRTY-THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Carriage House Condominium, Phase C1)

THIS THIRTY-THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty -Third Amendment") made the 24th day of April, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15148, p. 0706, MSA_CE62_15003. Date available 03/08/2005. Printed 04/21/2017.

Thirty Second Amendment dated April 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000 and Thirty-First Amendment dated March 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-Third Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C1 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision, Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C1 shown on the Condominium Plat entitled "Condominium Plat - Phase C1 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 51 & 52.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 180 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 18 Condominium townhouse unit and common elements in Section Five (the Carriage House Condominium) for a total of 576 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

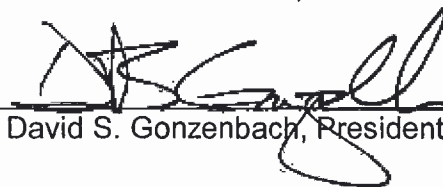
5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

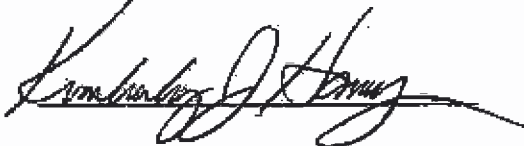
ATTEST:



DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15148, p. 0708, MSA_CE62_15003. Date available 03/08/2005. Printed 04/21/2017.

0015148 708

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 23rd day of April, 2001, before the undersigned officer, personally appeared David S. Gonzenback, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

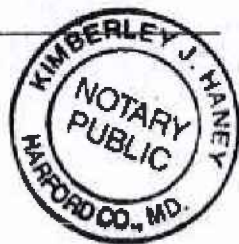
My Commission Expires: 5-08-01

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 21st day of April, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 05/01/05

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

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)

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

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

6 Description of Property
SDAT requires submission of all applicable information.

7 Transferred From
8 Transferred To

9 Other Names to Be Indexed

10 Contact/Mail Information
Instrument Submitted By or Contact Person

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Table with columns: Transfer Number, Date Received, Dead Reference, Assigned Property No.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15148, p. 0709, MSA_CE62_15003. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED. Director of Budget and Finance BALTIMORE COUNTY MARYLAND

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, ACC-CC-300 (6/95)

THIRTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (Annexing The Carriage House Condominium, Phase C7)

THIS THIRTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty -Fourth Amendment") made the 24 day of April, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15190, p. 0021, MSA_CE62_15045. Date available 03/08/2005. Printed 04/21/2017.

Thirty Second Amendment dated April 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, and Thirty-Third Amendment, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association,

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-Fourth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C7 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision, Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C7 shown on the Condominium Plat entitled "Condominium Plat - Phase C7 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. ~~24~~ folios ~~55, 56~~

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 180 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 24 Condominium townhouse unit and common elements in Section Five (the Carriage House Condominium) for a total of 582dwelling units.

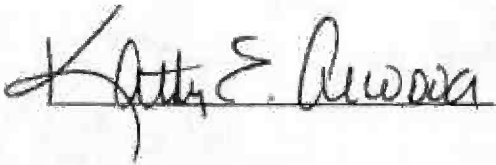
3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:




DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

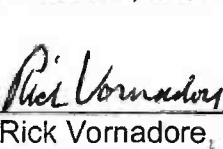
By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:

NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

COUNTY SOLICITOR

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 28th day of April, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rebecca Watson
NOTARY PUBLIC

My Commission Expires: 5-08-01

STATE OF MARYLAND

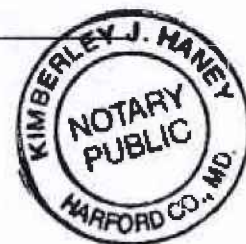
COUNTY OF HARFORD, TO WIT:

On this 24th day of APRIL, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 05/01/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15190, p. 0024, MSA_CE62_15045. Date available 03/08/2005. Printed 04/21/2017.

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)

Form with sections 1-11: Type(s) of Instruments, Conveyance Type, Tax Exemptions, Consideration and Tax Calculations, Description of Property, Transferred From, Transferred To, Other Names to Be Indexed, Contact/Mail Information, Assessment Information.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15190, p. 0025, MSA, CE62, 15045. Date available 03/08/2005. Printed 04/21/2017.

TRANSFER TAX NOT REQUIRED Director of Budget and Finance BALTIMORE COUNTY MARYLAND For [Signature] Date 5/19/01 Sec 30-129 REC

Space Reserved for County Validation

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

Circuit Court Clerk Recording Validation

RECORDING FEE \$ 5.00, Not an Arms-Length Sale /9/ \$ 20.00, Rec'd # 06098, Bk # 1317, 09/2001 12:59 PM

Rec'd Jan DEC

Agent: [Signature], Tax Bill: [Signature], C.B. Credit: [Signature], Ag. Tax/Other: [Signature]

0015190-030

PHFMA213CFINAL35th
5/1/01 Garden A8-b

THIRTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase A8-b)

THIS THIRTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty -Fifth Amendment") made the 1st day of May, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15190, p. 0031, MSA_CE62_15045. Date available 03/08/2005. Printed 04/21/2017.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15190, p. 0032, MSA_CE62_15045. Date available 03/08/2005. Printed 04/21/2017.

Thirty Second Amendment dated April 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001 and Thirty-Fourth Amendment dated April 24, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-Fourth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase A8-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A8-b shown on the Condominium Plat entitled "Condominium Plat - Phase A8-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 51450

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 204 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 24 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) for a total of 606 dwelling units.

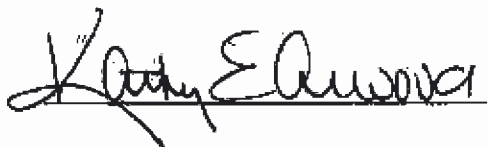
3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

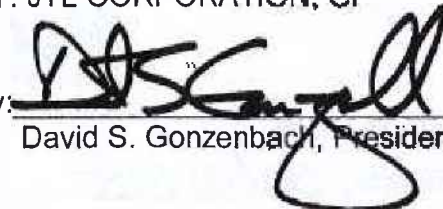
IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

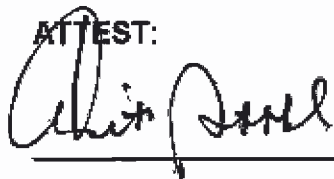


DECLARANT:

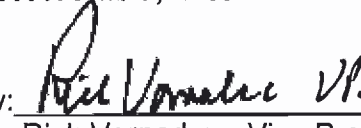
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 2nd day of May, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Nicholas J. Lehman
NOTARY PUBLIC

My Commission Expires: 6/9/2001

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 3RD day of MAY, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 05/01/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

*Reviewed for
Baltimore County
requirements.*
[Signature]

4

0015190 005

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)

IMPROV. SURE \$ 5.00
 RECORDING FEE 20.00
 TOTAL 25.00
 Recpt # 86090
 Blk # 1319
 01:00 PM

Check Box if Addendum Intake Form is Attached.

1 Type(s) of Instruments: Deed Mortgage Other Amended Other
 Deed of Trust Lease Declaration

2 Conveyance Type Check Box: Improved Sale Arms-Length [1] Unimproved Sale Arms-Length [2] Multiple Accounts Arms-Length [3] Not an Arms-Length Sale [9]

3 Tax Exemptions (if Applicable):
 Recordation _____
 State Transfer _____
 County Transfer _____
 Cite or Explain Authority _____

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 Valuc	\$	Recordation Tax Consideration	= \$	
		X () per \$500	= \$	
		TOTAL DUE	\$	

5 Fees

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$	\$	<i>Ba</i>
Surcharge	\$	\$	Tax Bill:
State Recordation Tax	\$	\$	C.B. Credit:
State Transfer Tax	\$	\$	Ag. Tax/Other:
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).

District: 11th Property Tax ID No. (1): _____ Grantor Liber/Folio: _____ Map: _____ Parcel No.: _____ Var. LOG: (5)

Subdivision Name: The Garden Condominium at Perry Hall Farms Location / Address of Property Being Conveyed (2): 1 Brook Farm Court Units A thru M excluding I

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: _____

7 Transferred From

Doc. 1 - Grantor(s) Name(s): Perry Hall Farms Joint Venture and NVR Homes, Inc.

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): _____

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: Return to Contact Person
 Hold for Pickup
 Return Address Provided

Name: Cynthia Hitt Kent
 Firm: _____
 Address: 3600 Grondall Lane, Suite 105, Owings Mills, MD 21117 Phone: (410)636-9600

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 Priority No.:
Year	20	Geo.	Map
Land		Zoning	Grid
Buildings		Use	Parcel
Total		Town Cd.	Ex. Bl.
			Ex. Cd.

REMARKS: _____

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15190, P. 0035, MSA_CE62_15045, Date available 03/08/2005, Printed 04/21/2017.

REQUIRED
 Director of Budget and Finance
 BALTIMORE COUNTY MARYLAND
 Per *[Signature]*
 Authorized Signature
 Date: 5/1/01 Sec 33-139 *[Signature]*

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 AOC-CC-300 (6/95)

**THIRTY-SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Carriage House Condominium, Phase C4)**

THIS THIRTY-SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty -Sixth Amendment") made the 17 day of ~~June~~ *July*, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and

Thirty-Second Amendment dated April 1, 2001 and the Thirty-Fifth Amendment dated April, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001 and Thirty-Fourth Amendment dated April 24, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-Sixth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C4 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision, Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C4 shown on the Condominium Plat entitled "Condominium Plat - Phase C4 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. ~~71~~ folios 79 & 80

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 204 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 30 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) for a total of 612 dwelling units.

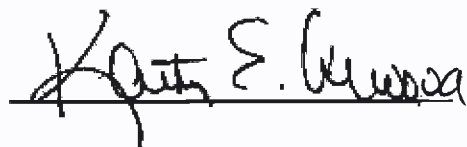
3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

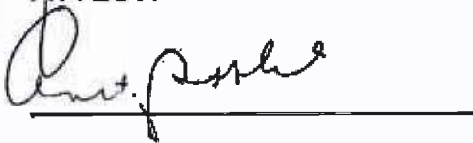


DECLARANT:

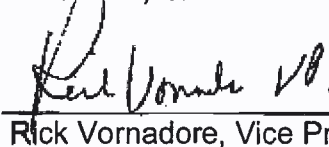
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 12th day of July, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Goldham
NOTARY PUBLIC

My Commission Expires: 4-25-05

STATE OF MARYLAND
COUNTY OF Anne Arundel, TO WIT:

On this 17th day of July, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Lisa Parker
NOTARY PUBLIC



My Commission Expires: 4/1/03

Reviewed for Baltimore
County Requirements

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

**THIRTY-SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Carriage House Condominium, Phase C4)

THIS THIRTY-SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty -Sixth Amendment") made the 11 day of ~~June~~ JULY, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, ~~Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and~~

Thirty-Second Amendment dated April 1, 2001 and the Thirty-Fifth Amendment dated April, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001 and Thirty-Fourth Amendment dated April 24, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-Sixth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C4 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision, Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

- Phase C4 shown on the Condominium Plat entitled "Condominium Plat - Phase C4 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 75 80

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 204 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 30 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) for a total of 612 dwelling units.

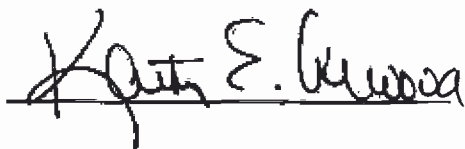
3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.


IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

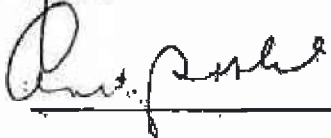


DECLARANT:

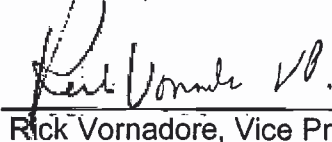
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 12th day of July, 2001, before the undersigned officer, personally appeared David S. Gonzenbaen, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy J. Sham
NOTARY PUBLIC

My Commission Expires: 4-25-05

STATE OF MARYLAND
COUNTY OF ARMFORD, TO WIT:

On this 17th day of July, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Anna P. Poshel
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

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

RECORDING FEE 5.00
20.00
25.00
BA25 Rpt # 95433
LL BIK # 1313
Jul 17 2001 12:22 PM

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

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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: Cynthia Hitt Kent
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233
Phone: (410)363-9600

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
Table with columns: Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification, Transfer Number, Date Received, Deed Reference, Assigned Property No.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15389, p. 0040, MSA_CE62_15244. Date available 03/07/2005. Printed 04/21/2017.

7-17-01
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND

White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CF-300 (6/95)

Date 7-17-01
T.D. ART 12-108 Dec

**THIRTY-SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Garden Condominium, Phase B2-a)

THIS THIRTY-SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty -Seventh Amendment") made the 1st day of August, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth

Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001 and the Thirty-Fifth Amendment dated April, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, and Thirty-Sixth Amendment dated August 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-Seventh Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B2-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B2-a shown on the Condominium Plat entitled "Condominium Plat - Phase B2-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 82-83

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15439, p. 0372, MSA_CE62_15294. Date available 03/07/2005. Printed 04/21/2017.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 216 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 30 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) for a total of 624 dwelling units.

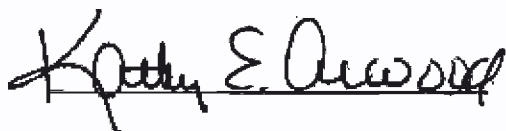
3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

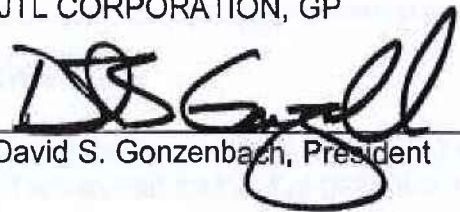
IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

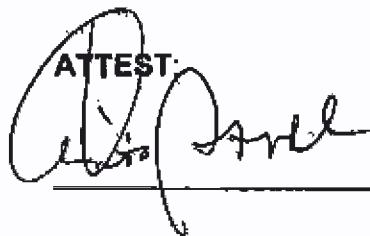


DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

0015439 374

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 1st day of August, 2001, before the undersigned officer, personally appeared David S. Gönzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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



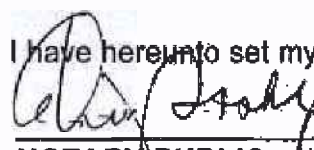
NOTARY PUBLIC

My Commission Expires: 4/25/05

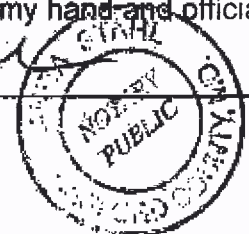
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 2ND day of August, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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



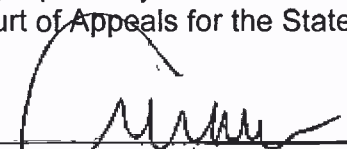
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

**REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS**


COUNTY SOLICITOR

0015439 375

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)

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

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

6 Description of Property
SDAT requires submission of all applicable information.

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)

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

10 Contact/Mail Information
Name: Cynthia Hitt Kent
Address: 3600 Crondall Lane, Suite 105 Owings Mills, MD 21117

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information

Table with columns: Transfer Number, Date Received, Deed Reference, Assigned Property No.

15 MORE COUNTY/CIRCUIT COURT (Land Records) SM 15439, p. 0375, MSA_CE2_15294, Date available 03/07/2005, Printed 04/21/2017.

Count Clerk Recording Validation

IMP. FD SURE \$ 5.00
RECORDING FEE 28.00
TOTAL 25.00
NEW BABS BC Blk # 845
Rpt # 5684
AOC 06, 2001 10:28 am

RECORDATION TAX
COUNTY TRANSFER TAX
BALTIMORE COUNTY, MARYLAND

TAX NOT REQUIRED
COUNTY TRANSFER TAX
RECORDATION TAX
Date 8/06/01

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

**THIRTY-EIGHTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Carriage House Condominium, Phase C8)

THIS THIRTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty -Eighth Amendment") made the 1st of August, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and

Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001 and Thirty-Seventh Amendment dated August 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, and Thirty-Sixth Amendment dated June 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-Eighth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C8 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision, Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C8 shown on the Condominium Plat entitled "Condominium Plat - Phase C8 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 21 folios 90 & 91

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 216 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 35 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) for a total of 629 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Kathy E. Woodward

DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)

David S. Gonzenbach, President

ATTEST:

Rick Vornadore

VENDOR/BUILDER:

NVR HOMES, INC.

By: Rick Vornadore V.P. (SEAL)

Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 1st day of August, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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


[Signature]
NOTARY PUBLIC

My Commission Expires: 4/25/05

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 5th day of August, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC


My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

**REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS**
[Signature]
COUNTY SOLICITOR

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15482, p. 0373, MSA_CE62_15337. Date available 03/07/2005. Printed 04/21/2017.

0015482 374

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)

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

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, etc.

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)

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
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233

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?

Assessment Use Only - Do Not Write Below This Line
Transfer Number: 20 Date Received: 20
Deed Reference:
Assigned Property No.
REMARKS:
COUNTY TRANSFER TAX
RECORDATION TAX
Date: 8/20/01

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15482, p. 0374, MSA_CE62_15337. Date available 03/07/2005. Printed 04/21/2017.

2

Circuit Court Clerk Recording Validation

TAX NOT RECORDED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

TOTAL 5.00
RECORDING FEE 20.00
TOTAL 25.00
Res: B483 Rpt: 6345
SM DC Blk: 2549
Aug 20, 2001 10:32 am

TAX NOT RECORDED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
COUNTY TRANSFER TAX
RECORDATION TAX
Date: 8/20/01

**THIRTY-NINTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Garden Condominium, Phase B4-a)

THIS THIRTY-NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Thirty -Ninth Amendment") made the 1st of September, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and

Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001 and Thirty-Seventh Amendment dated August 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, and Thirty-Eighth Amendment dated August 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Thirty-Ninth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B4-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B4-a shown on the Condominium Plat entitled "Condominium Plat - Phase B4-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. ~~24~~, folios ~~98, 99~~

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 228 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 35 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) for a total of 641 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

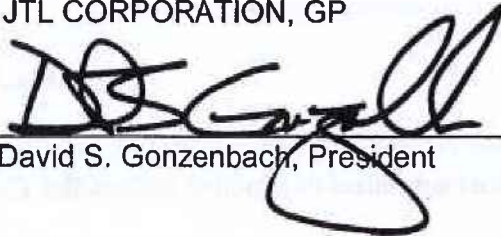
IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

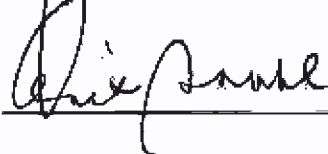
Kathy E. Quwood

DECLARANT:

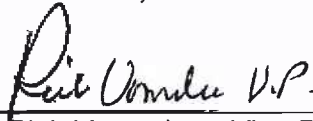
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR HOMES, INC.

By:  (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 27th day of August, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Johnson
NOTARY PUBLIC

My Commission Expires: 4-25-05

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 11 day of Sept., 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rick Vornadore
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

**REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS**
[Signature]
COUNTY SOLICITOR

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15559, p. 0089, MSA_CE62_15414. Date available 03/07/2005. Printed 04/21/2017.

0015559 090

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

Court Clerk Recording Validation

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

7 Transferred From
8 Transferred To
9 Other Names to Be Indexed

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Assessment Use Only - Do Not Write Below This Line

Table with columns: Transfer Numbr., Date Received, Geo., Map, Sub, Assigned Property No., Year, Land, Buildings, Total, Parcel, Plat, Lot, Town Ctl, Ex. St., Director of Assessments and Finance

REMARKS:
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer
Date: 9/12/01

BALTIMORE COUNTY CLERK'S COURT (Land Records) SM 15559, p. 0090, MSA_CE62_15414. Date available 03/07/2005. Printed 04/21/2017.

RECORDATION TAX
COUNTY FINANCE OFFICE
BALTIMORE COUNTY, MARYLAND
Director of Assessments and Finance

IMPROVED SURVEY \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
REC'D BARG RC BIK # 7737
12, 2001 10:26 am

**FORTIETH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Carriage House Condominium, Phase C5)

THIS FORTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fortieth Amendment") made the 1st of September, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-

Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, and the Thirty-Ninth Amendment dated September 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, and Thirty-Eighth Amendment dated August 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fortieth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C5 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision, Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C5 shown on the Condominium Plat entitled "Condominium Plat - Phase C5 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 600 & 601

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 228 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); and 41 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) for a total of 647 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.


5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Kathy E. Awawa

By:  (SEAL)
David S. Gonzenbach, President

VENDOR/BUILDER:
NVR HOMES, INC.

ATTEST:

[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 27th day of August, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

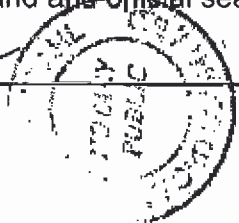
My Commission Expires: 4-25-05

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 11th day of Sept, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/03

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
COUNTY SOLICITOR

0015559 0001

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

0015559 1011

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)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions (if Applicable)

IMPROVED SURVEY \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
RES BAG3 Kcrt # 7737
SM DC Blk # 1318
Sec 12, 2001 10:28 AM

Table with columns: Consideration Amount, Finance Office Use Only, Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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)

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
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify:

Assessment Use Only - Do Not Write Below This Line
Transfer Number: 20 Date Received: 20
Deed Reference:
Assigned Property No.:

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15559, p. 0101, MSA_CE62_16414. Date available 03/07/2005. Printed 04/21/2017.

COUPY TRANSFER TAX
RECORDATION TAX
Date 9/12/01
TP: ART 12-108

Distribution: White - Clerk's Office
Green - SDAT
Pink - Office of Finance
Blue - Recorder
Black - Registrar
AOC-DC-300 (8/95)

RECORDATION TAX
Date 9/12/01
TP: ART 12-108

PHFMA\213CFINAL40th
9/01/01 Carriage C5

NOTE TO ABSTRACTORS: This Amendment is substantially identical to the Amendment recorded on September 12, 2001 and is being recorded to incorporate this document within the chain of title and to include the recording references to the Phase C5 Plats.

**FORTIETH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Carriage House Condominium, Phase C5)**

THIS FORTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fortieth Amendment") made the 1st of September, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR [REDACTED], INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8,

2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, and the Thirty-Ninth Amendment dated September 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, and Thirty-Eighth Amendment dated August 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fortieth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor-of-some of-the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C5 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision, Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C5 shown on the Condominium Plat entitled "Condominium Plat - Phase C5 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 100 and 101;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 228 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 41 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium) for a total of 647 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR [REDACTED] Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Kathy S. Auwood

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

ATTEST:

Rick Vornadore

VENDOR/BUILDER:
NVR [REDACTED], INC.

By: *Rick Vornadore* (SEAL)
Rick Vornadore, Vice President

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

[Signature]
COUNTY SOLICITOR

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 17th day of September, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy J. Isham
NOTARY PUBLIC


My Commission Expires: 4/25/05

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 26th day of Sept., 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR , Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Christa Stahl
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Pitt Kent (es)
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

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)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

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
8 Transferred To

9 Other Names to Be Indexed

10 Contact/Mail Information
Instrument Submitted By or Contact Person

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information

Assessment Use Only - Do Not Write Below This Line
Transfer Number, Date Received, Deed Reference, Assigned Property No.
REMARKS: COUNTY TRANSFER TAX, RECORDATION TAX

BALTIMORE COUNTY CLERK'S OFFICE (Land Records) SM 15613, p. 0363, MSA_CEG2_15466. Date available 03/07/2005. Printed 04/21/2017.

Circuit Court Clerk Recording Validation

COPIES TRANSFERRED TO BALTIMORE COUNTY, MARYLAND
TAX NOT REQUIRED
Director of Budget and Finance

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

COUNTY TRANSFER TAX
RECORDATION TAX
T.P. ART 12-108

**FORTY-FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 16A)

THIS FORTY-FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Forty First Amendment") made the 1st of September, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR HOMES, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated

December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, and the Thirty-Ninth Amendment dated September 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, and Fortieth Amendment dated September 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Forty-First Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 16A of the Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 16A shown on the Condominium Plat entitled "Condominium Plat - Phase 16A The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 94, folios 102, 103 & 104.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 228 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 41 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 16 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 663 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

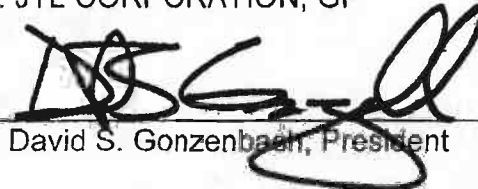
IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR Homes, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

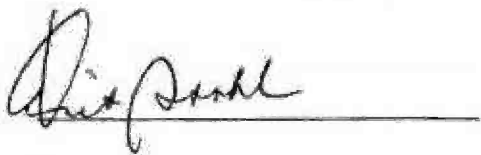


DECLARANT:

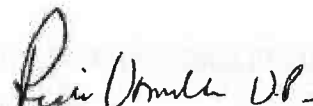
**PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP**

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



**VENDOR/BUILDER:
NVR HOMES, INC.**

By:  (SEAL)
Rick Vornadore, Vice President

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS


COUNTY SOLICITOR

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 23rd day of August, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Johnson
NOTARY PUBLIC

My Commission Expires: 4-25-05

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 21st day of September, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR Homes, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

AFTER RECORDING PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

**FORTY-SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Carriage House Condominium, Phase C6)**

THIS FORTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Forty-Second Amendment") made the 1st of October, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment

dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, and the Thirty-Ninth Amendment dated September 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, and Fortieth Amendment dated September 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Forty-Second Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C6 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision of Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C6 shown on the Condominium Plat entitled "Condominium Plat - Phase C6 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 108 & 109;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 228 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 47 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 16 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 669 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Rebecca Watson

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP.
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

ATTEST:

Rick Vornadore

VENDOR/BUILDER:
NVR, INC.

By: Rick Vornadore VP. (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 11th day of October, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Scotty Johnson
NOTARY PUBLIC

My Commission Expires: 4-25-01

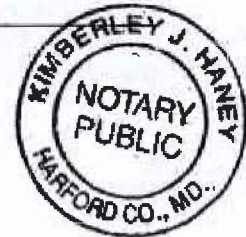
STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 11th day of October, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR - 1009

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)

RECORDING FEE 5.00
28.00
25.00
BACS Rcpt # 2324
01/16/2001 01:22 PM

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions (if Applicable)

4 Consideration and Tax Calculations
Table with columns for Consideration Amount and Finance Office Use Only.

5 Fees
Table with columns for Amount of Fees, Doc. 1, and Doc. 2.

6 Description of Property
SDAT requires submission of all applicable information.

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)

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

10 Contact/Mail Information
Name: Cynthia Hitt Kent, Esquire
Firm: Cynthia Hitt Kent, L.L.C.

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

12 Recordation Tax
BALTIMORE COUNTY, MARYLAND
RECORDATION TAX
Date: 1/16/01

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15659, p. 0237, MSA_CE62_15514. Date available 03/07/2005. Printed 04/01/01.

Space Reserved for Clerk Recording Valuation

COUNTY TRANSFER TAX
RECORDATION TAX
Date: 1/16/01

**FORTY-THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

(Annexing The Windsor Condominium, Phase 16B)

THIS FORTY-THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Forty-Third Amendment") made as of the 15th of November, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment

dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, and the Thirty-Ninth Amendment dated September 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, and the Forty-Second Amendment dated October 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Forty-Third Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 16B of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 16B shown on the Condominium Plat entitled "Condominium Plat - Phase 16B The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 116-118;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 228 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 47 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 32 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 685 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

ATTEST:

Kathy E. Quinoa

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

ATTEST:

Rick Vornadore

VENDOR/BUILDER:
NVR, INC.

By: *Rick Vornadore VP* (SEAL)
Rick Vornadore, Vice President

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 12th day of November, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy J. Lehman
NOTARY PUBLIC

My Commission Expires: 4/25/05

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

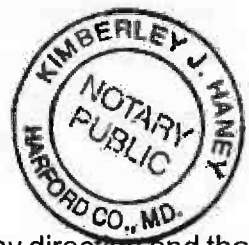
On this 19 day of NOVEMBER, 2001, before the undersigned officer, personally appeared Rick Vendore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Supplier and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

CLERK'S NOTATION
Document submitted for record in a
condition not permitting satisfactory
photographic reproduction.

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 303
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
 [Signature]
COUNTY SOLICITOR

CLERK'S NOTATION
Document submitted for record in a
condition not permitting satisfactory
photographic reproduction.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15779, p. 0222, MSA_CE62_15634. Date available 03/07/2005. Printed 04/21/2017.

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.

Stamp: DEED FEE \$ 5.00, RECORDING FEE \$ 25.00, REC'D \$ 4504, 616 \$ 3030, 01:33 PM

1 Type(s) of Instruments: Deed, Mortgage, Other Amended Declaration. 2 Conveyance Type: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale. 3 Tax Exemptions: State Transfer, County Transfer.

4 Consideration and Tax Calculations. Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price, Mortgage, Balance of Existing Mortgage, Full Cash Value, Transfer Tax, Exemption, Total Transfer Tax, Recordation Tax, TOTAL DUE.

5 Fees. Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other.

6 Description of Property. Includes fields for District, Property Tax ID No., Grantor Liber/Folio, Map, Parcel No., Var. LOG, Subdivision Name, Lot (3a), Block (3b), Sect/AR(3c), Plat Ref., SqFt/Acreage (4). Property: The Windsor Condominium at Perry Hall Farms, 9502 Amberleigh Lane Units A thru R excluding I and O.

7 Transferred From. Doc. 1 - Grantor(s) Name(s): Perry Hall Farms Joint Venture and NVR, Inc. 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: Cynthia Hitt Kent, Esquire; Firm: Law Office of Cynthia Hitt Kent, L.L.P.; Address: 3600 Crondall Lane, Suite 105 Owings Mills, Maryland 21117-2233; Phone: (410)363-9600.

11 Assessment Information. IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER. Will the property be conveyed be the grantee's principal residence? Does transfer include personal property? Was property surveyed?

Assessment Use Only - Do Not Write Below This Line. Table with columns: Transfer Number, Date Received, Geo., Map, Bob, Block, Land, Zoning, Grid, Use, Parcel, Fee, Town Cd., Ext. St. Includes Terminal, Agricultural, Whole, Part, Tran. Process Verification.

Vertical stamp: BALTIMORE COUNTY CIRCUIT COURT (Land Records) SW 15.7.05, p. 0223, MSA_CERG_15634, Date available 03/07/2005, Printed 04/21/2017.

Vertical stamp: Source Registered for County Validation

Vertical stamp: Space Reserved for Clerk Recording Validation

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

Date: 11/20/01, T.P. ART 12-101

**FORTY-FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Garden Condominium, Phase B2-b)

THIS FORTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Forty-Fourth Amendment") made as of the 15th of November, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth

PHFMA\213CFINAL44th 11/15/01 Garden B2-b

Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, and the Thirty-Ninth Amendment dated September 1, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, and the Forty-Second Amendment dated October 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, and Forty-Third Amendment dated November 15, 2001, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Forty-Fourth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B2-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B2-b shown on the Condominium Plat entitled "Condominium Plat - Phase B2-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 119 & 120;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

UNLAWFUL TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 240 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 47 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 32 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 697 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Kathy E. [Signature]

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: [Signature] (SEAL)
David S. Gonzenbach, President

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: [Signature] (SEAL)
Rick Vornadore, Vice President

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS
[Signature]
COUNTY SOLICITOR

DATE TIME AND COUNTY OF RECORDING (DATE AND TIME) AND COUNTY OF RECORDING (DATE AND TIME)

1005778-609

Space Reserved for Clerk Recording Validation

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)

RECORDING FEE \$ 20.00
RECORDING FEE \$ 25.00
RESTORATION FEE \$ 4305
OK \$ 3057
Nov 20, 2001 02:03 PM

1 **Type(s) of Instruments** Deed Mortgage Other Amended Declaration Other

2 **Conveyance Type** Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale

3 **Tax Exemptions** Recordation State Transfer County Transfer

Cite or Explain Authority: DEC

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

5 Fees	Amount of Fees		Doc. 1	Doc. 2	Agent
Recording Charge	\$				
Surcharge	\$				
State Recordation Tax	\$				Tax Bill:
State Transfer Tax	\$				C.B. Credit:
County Transfer Tax	\$				Ag. Tax/Other:
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).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
11th					<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
The Garden Condominium at					71/66
Perry Hall Farms		Location / Address of Property Being Conveyed (2)			SqFt/Acreage (4)
9601 Haven Farm Road Units A thru M excluding I					0.446 Ac
Other Property Identifiers (if applicable)				Water Meter Account No.	
Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/>		Amount:	
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:			

7 **Transferred From**

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Perry Hall Farms Joint Venture and NVR, Inc.	
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)
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		<input checked="" type="checkbox"/> Return to Contact Person
Name: <u>Cynthia Hitt Kent, Esquire</u>		<input type="checkbox"/> Hold for Pickup
Firm: <u>Law Office of Cynthia Hitt Kent, L.L.C.</u>		<input type="checkbox"/> Return Address Provided
Address: <u>3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233</u>		
Phone: <u>(410) 363-9600</u>		

2025 RELEASE UNDER E.O. 14176

**FORTY-FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Carriage House Condominium, Phase C12)

THIS FORTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Forty-Fifth Amendment") made as of the 15th of November, 2001, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. **By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997**, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth

Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, and the Forty-Fourth Amendment dated November 15, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, and the Forty-Second Amendment dated October 1, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, and Forty-Third Amendment dated November 15, 2001, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Forty-Fifth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C12 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision of Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C12 shown on the Condominium Plat entitled "Condominium Plat - Phase C12 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24 folios 1214122;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 240 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 53 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 32 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 703 dwelling units.

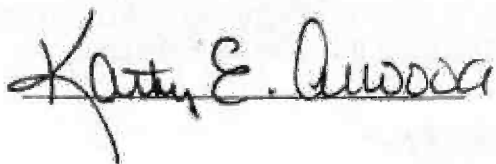
3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

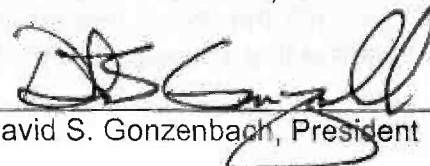
IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

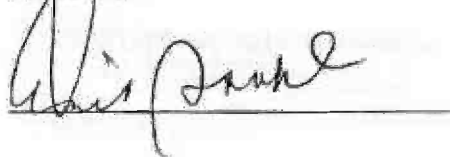


DECLARANT:

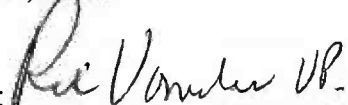
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

ATTEST:



VENDOR/BUILDER:
NVR, INC.

By:  (SEAL)
Rick Vornadore, Vice President

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15778, p. 0617, MSA_CE62_15633. Date available 03/07/2005. Printed 04/21/2017.

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 12th day of November, 2001, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Scotty Johnson
NOTARY PUBLIC

My Commission Expires: 4/25/05

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

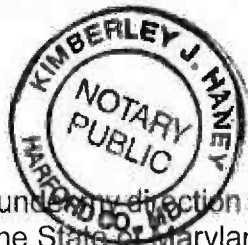
On this 19 day of NOVEMBER, 2001, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Henry
NOTARY PUBLIC

My Commission Expires: 5/1/05

CERTIFICATION



I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15778, p. 0618, MSA_CE62_15633. Date available 03/07/2005. Printed 04/21/2017.

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)

Space Reserved for Clerk Recording Validation

IMPRD SURF \$ 5.00
RECORDING FEE 20.00
COUNTY 25.00
RCPT # 4386
SIL # 3863
02:07 PM

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

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

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)(f).

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
Name: Cynthia Hitt Kent, Esquire
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233 Phone: (410)363-9600

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
Terminal Verification Agricultural Verification Whole Part Tran. Process Verification
Transfer Number: Date Received: Deed Reference: Assigned Property No.:
Year 20 20 Geo. Map Sub Block
Land Zoning Grid Plat Lot
Buildings Use Parcel Section Doc. Ctd.
Total Town Cd. Ex. St.
REMARKS:
EXEMPTION TRANSFER TAX
RECORDATION TAX
Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)
Date 11.22.01

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 15778, p. 0619, MSA_CE62_15683, Date available 03/07/2005, Printed 04/21/2017.

**FORTY-SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Carriage House Condominium, Phase C11)

THIS FORTY-SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Forty-Sixth Amendment") made as of the 15th of January, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth

Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, and the Forty-Fourth Amendment dated November 15, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, and the Forty-Fifth Amendment dated November 15, 2001, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, and Forty-Third Amendment dated November 15, 2001, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Forty-Sixth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C11 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision of Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C11 shown on the Condominium Plat entitled "Condominium Plat - Phase C11 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 24, folios 134 + 135.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 240 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 57 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 32 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 707 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Kathy S. Woodward

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: [Signature] (SEAL)
David S. Gonzenbach, President

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 14th day of January, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Dorothy Johnson
NOTARY PUBLIC

My Commission Expires: 4/25/05

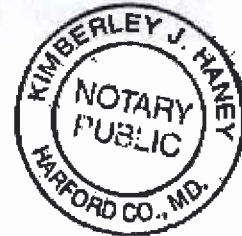
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 18 day of JANUARY, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberly J. Haney
NOTARY PUBLIC

My Commission Expires: 5/01/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building,
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]

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)

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

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, etc.

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)

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
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills, Maryland 21117-2233

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:

Table with columns: Transfer Number, Date Received, Geop., Map, Sub, Block, Land, Buildings, Total, Zoning, Grid, Plat, Section, Occ. Cd., Town Cd., Ex. St., Ex. Cd.

Distribution: Whole - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AGC 20-300 (8/85)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 16003, p. 0165, MSA_CE62_15858, Date available 03/07/2005, Printed 03/07/2005

Vertical text on the right side of the page, possibly a recording validation stamp.

Handwritten notes and stamps on the right side, including 'RECORDING FEE', 'TOTAL', 'Rcpt # 86829', 'Blk # 2799', '03:21 PM'.

Vertical text on the left side, including 'BALTIMORE COUNTY CIRCUIT COURT', 'Date: 1/22/02', 'TP ART 12-108', 'Sec 33-139'.

**FORTY-SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 1A)

THIS FORTY-SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Forty-Seventh Amendment") made as of the 15th of February, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth

Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, and the Forty-Fourth Amendment dated November 15, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, and the Forty-Sixth Amendment dated January 15, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, and Forty-Third Amendment dated November 15, 2001, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Forty-Seventh Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 1A of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 1A shown on the Condominium Plat entitled "Condominium Plat - Phase 1A The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. ~~24~~ folios 142, 143, 144

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 240 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 57 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 48 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 723 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Deborah H. Cruminger

DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

[Signature]
COUNTY SOLICITOR

VENDOR/BUILDER:
NVR, INC.

ATTEST:

[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton TO WIT:

On this 13th day of February, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/25/05

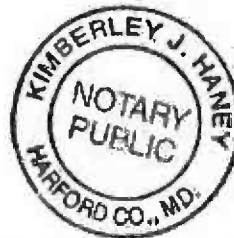
STATE OF MARYLAND
COUNTY OF HARFORD TO WIT:

On this 14th day of FEBRUARY, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 5/1/05



0016418 098

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

00161148 099

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

Space Reserved for Clerk Recording Validation

REC'D FILED SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
RCPT # 98632
197 2002 BK \$ 3036
10:46 am

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

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2

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
Table with columns: Doc. 1 - Grantor(s) Name(s), Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Table with columns: Doc. 1 - Grantee(s) Name(s), Doc. 2 - Grantee(s) Name(s)

9 Other Names to Be Indexed
Table with columns: Doc. 1 - Additional Names to be Indexed (Optional), Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane Suite 105 Owings Mills Maryland 21117-2733 Phone: (410) 363-9600

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:

Assessment Use Only - Do Not Write Below This Line
Terminal Verification Agricultural Verification Whole Part Trans. Process Verification
Treasure Number: Date Received: Deed Reference: Assigned Property No.
Year Land Buildings Total Geo. Zoning Use Town Cd. Map Grid Parcel Ex. Sl.

REMARKS:
COUNTY TRANSFER TAX
Per: Sec 33-130
DISTRIBUTION: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)
Date: 2/19/02

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 16118, p. 0099, MSA_CE62_15973, Date available 03/07/2005, Printed 04/21/2017.

**FORTY-EIGHTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Carriage House Condominium, Phase C10)

THIS FORTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Forty-Eighth Amendment") made as of the 15th of February, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth

Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, and the Forty-Fourth Amendment dated November 15, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, and the Forty-Sixth Amendment dated January 15, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, and Forty-Seventh Amendment dated February 15, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Forty-Eighth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C10 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision of Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C10 shown on the Condominium Plat entitled "Condominium Plat - Phase C10 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 84, folios 145, 146.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 240 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 62 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 48 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 728 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Sebnal C. Crumige

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, Resident

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

VENDOR/BUILDER:
NVR, INC.

ATTEST:

[Signature]

By: Rick Vornadore V.P. (SEAL)
Rick Vornadore, Vice President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 13th day of February, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 4-25-05

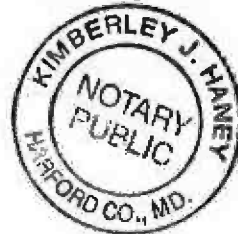
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 14th day of FEBRUARY, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 5/1/05



001-6118 109

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

2

0016118 1110

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)

Check Box (Addendum Intake Form is Attached)

1 Type(s) of Instruments: Deed Mortgage Other Amended Declaration Other

2 Conveyance Type Check Box: Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Length Sale [1] Arms-Length [2] Arms-Length [3] Length Sale [9]

3 Tax Exemptions (if Applicable): Recordation State Transfer County Transfer

FD SURE \$ 5.00
 RECORDING FEE 20.00
 TOTAL 25.00
 Rec'd # 98832
 Bk # 3033
 19, 2002 10:42 am

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

5 Fees

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

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: 11th Property Tax ID No. (1): Grantor Liber/Folio: Map: Parcel No.: Var. LOG: (5)

Subdivision Name: The Carriage House Condominium Lot (3a): Block (3b): Sect/AR(3c): Plat Ref.: 71/66 SqFt/Acreage (4): 39693.23 SqFt

at Perry Hall Farms Location/Address of Property Being Conveyed (2): 9912, 9914, 9916, 9918 and 9920 Redwing Drive

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): Perry Hall Farms Joint Venture and NVR, Inc.

Doc. 2 - Grantor(s) Name(s):

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):

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: Return to Contact Person Hold for Pickup Return Address Provided

Name: Cynthia Hitt Kent

Firm: Law Office of Cynthia Hitt Kent, L.L.C.

Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233 Phone: (410) 363-9600

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? If yes, identify:

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

Terminal Verification Agricultural Verification Whole Part Trans. Process Verification

Transfer Number: 12 Date Received: 11 Dead Reference:

Year: Land: Buildings: Total: Geo. Zone: Use: Town Cd.: Map: Grid: Parcel: Ex. St.: Sect. E. Cd.: Dec. Cd.:

TAX NOT REQUIRED

DIRECTOR OF BUDGET AND FINANCE

BALTIMORE COUNTY, MARYLAND

COUNTY TRANSFER TAX

Per: Set 33-130

REGISTRATION TAX

Per: T.P. ART 12-103

Date: 2/19/02

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 16118, p. 0110, MSA_CE62_15973, Date available 03/07/2005, Printed 04/21/2017.

**FORTY-NINTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Carriage House Condominium, Phase C9)

THIS FORTY-NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Forty-Ninth Amendment") made as of the 22nd of March, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated

January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, and the Forty-Fourth Amendment dated November 15, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, and the Forty-Eighth Amendment dated February 15, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, and Forty-Seventh Amendment dated February 15, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Forty-Ninth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase C9 of The Carriage House Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Resubdivision of Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase C9 shown on the Condominium Plat entitled "Condominium Plat - Phase C9 The Carriage House Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 152 ;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 240 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 48 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 734 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Rebecca K. Cincinger

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 26th day of March, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rebecca Watson
NOTARY PUBLIC

My Commission Expires: 4-25-05

ATTEST:

Rick Vornadore

VENDOR/BUILDER:
NVR, INC.
By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

Notary on the next page

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 27th day of March, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

*Reviewed for Compliance with
Baltimore County Code Section 26-214(b)
Only. Not Reviewed for Compliance with
Any Other Baltimore County Requirements:
Joyce A. Spivey 03-29-02
5
Assistant County Attorney*

2

0010264

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.

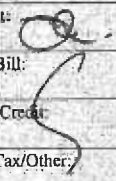
(Type or Print in Black Ink Only—All Copies Must Be Legible)

(Check Box if Addendum Intake Form is Attached)

Type(s) of Instruments	Deed	Mortgage	<input checked="" type="checkbox"/> Other Amended Declaration	Other
	Deed of Trust	Lease		
Conveyance Type Check Box	Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale [9]
	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	
Tax Exemptions (if Applicable)	Recordation	State Transfer	County Transfer	
Cite or Explain Authority				

FD SURE \$ 5.00
 RECORDING FEE 28.00
 TOTAL 25.00
 Next BARS Rec'd # 13122
 SH DM Bk # 393
 Apr 01, 2002 01:10 PM

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 DUE	\$	

Fees	Amount of Fees		Agent:
	Doc. 1	Doc. 2	
Recording Charge	\$	\$	 Tax Bill: C.B. Credit: Ag. Tax/Other:
Surcharge	\$	\$	
State Recordation Tax	\$	\$	
State Transfer Tax	\$	\$	
County Transfer Tax	\$	\$	
Other	\$	\$	
Other	\$	\$	
Other	\$	\$	

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	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOC
11th					<input type="checkbox"/>
Subdivision Name		Lot (3a)	Block (3b)	Section/AR (3c)	Plat Ref.
The Carriage House Condominium					71/66
at Perry Hall Farms		Location/Address of Property Being Conveyed (2)			
9900, 9902, 9904, 9906, 9908 and 9910 Redwing Drive					
Other Property Identifiers (if applicable)		Water Meter Account No.			
Residential: <input checked="" type="checkbox"/> or Non-Residential: <input type="checkbox"/>		Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:			
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:			

If Partial Conveyance, List Improvements Conveyed:

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Perry Hall Farms Joint Venture and NVR, Inc.	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

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

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

Contact/Mail Information

Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
Name: Cynthia Hitt Kent		<input type="checkbox"/> Hold for Pickup
Firm: Law Office of Cynthia Hitt Kent, L.L.C.		<input type="checkbox"/> Return Address Provided
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233 Phone: (410) 363-9600		

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

<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification
Transfer Number: 19	Date Received: 19	Geog. Zoning	Map Grid	Sub Plot
Land	Buildings	Use	Parcel	Section
Total	Town Cd.	Ex. Bl.	Ex. Cd.	Occ. Cd.

REMARKS:

Distribution: White - Clerk's Office
 Green - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM-16284, p. 0718, MSA_CE62_16119, Date available 03/07/2005, Printed 04/21/2017.

Handwritten signatures and stamps:
 BALTIMORE COUNTY CIRCUIT COURT
 CLERK OF COURT
 DATE 4-1-02
 TP-ART-108

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the 4th day of Dec., 2004, by and between, (i) The Council of Unit Owners of the Garden Condominium at Perry Hall Farms, Inc., the statutory council of unit owners for the Garden Condominium at Perry Hall Farms ("Condominium"), organized under MD Code (Real Prop.) Annot. ("RP") § 11-101, *et seq.* (the "Act") (hereinafter referred to as the "Council") on behalf of itself and all present and future members of its Board of Directors (the "Board"), and on behalf of each and every joint and several Unit Owner past, present and future (the "Unit Owners") to the maximum extent allowed by law, and NVR Inc., a Maryland corporation ("NVR"), together referred to as the "Parties."

RECITALS

A. The Parties agree that NVR was the statutory "Developer" (per §11-101(g) of the Act) of the Condominium, a 28-building residential condominium (comprised of 340 individual residential units) constructed on real property located in Baltimore County, Maryland.

B. Under the Act, the Council is the governing body of the Condominium, subject to the recorded Declaration and Bylaws for the Condominium.

C. The Parties are parties to certain litigation filed in the Circuit Court for Baltimore County, Maryland, styled as Council of Unit Owners of the Garden Condominium at Perry Hall Farms, Inc. v. NVR Inc., Civil No. 03-C-005831 (the "Litigation"), which Litigation includes claims regarding alleged defects pertaining to the Condominium Common Elements and improvements therein.

D. Without admission of liability in regard to the Litigation, and as an expedient means of ending the Litigation, the Parties wish to agree and be bound as stated in this Agreement.

E. The term "Common Elements," as used herein, shall mean all of the general and limited common elements of the Condominium as defined in the Condominium's Declaration and plats recorded in the land records of Baltimore County and in the Condominium Bylaws, together with any and all improvements to the Common Elements for which and to the maximum extent the Council and/or the Unit Owners (individually or otherwise) has legal standing under RP §11-109(d)(4) (or otherwise under the Act and/or applicable common law) to validly assert a claim against NVR.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated into and made a part of this Agreement) and the other mutual and exchanged consideration defined herein, the legal sufficiency of which is hereby acknowledged, NVR and the Council, on its own behalf and on behalf of the joint and several Unit Owners, to the maximum extent allowed by law, agree to be contractually bound as follows:

TERMS

1. Dismissal and Reimbursement.

- 1.1. Dismissal. Upon NVR's receipt of (i) the Council's executed original of this Agreement, (ii) the original of the Line of Dismissal fully executed by the attorneys for the Council as attached at **Exhibit 1**, and (iii) the executed Board Resolution at **Exhibit 2**, NVR (through its attorney) shall send to the Council through its attorney NVR's signed original counterparts of this Agreement and upon such transmittal, the Releases at ¶2 of this Agreement shall be activated and become binding in all respects and the attorney for NVR shall file the fully executed Line of Dismissal at **Exhibit 1** to finally end the Litigation.
- 1.2. Payment. As additional consideration, NVR shall pay the Council \$100,000.00 (c/o its counsel) by company check within ten (10) days of the execution of this Agreement.

2. Release.

- 2.1. Of NVR. Except as expressly provided in ¶2.3 below, the Council, for itself, and for the joint and several Unit Owners, past present and future, to the limited extent of their rights relating to the Common Elements of the Condominium with lawful authority to bind and pursuant to applicable law, *see, e.g.*, RP §11-109(d)(4), together with the Council's joint and several parent companies, subsidiaries, related and affiliate companies, contractors (including the Council's Management Company), predecessors, successors, directors, officers, entity members, managing members, partners, agents, subrogees, attorneys, executors, heirs and assigns (hereinafter "Releasors") hereby jointly and severally remise, release and forever discharge NVR, together with its parent companies, subsidiaries, related and affiliated companies, predecessors, successors, lenders, directors, officers, employees, partners, limited, related or affiliated liability companies (*e.g.* in which any of them owns an interest), partnerships (*e.g.* in which any of them is a general or limited partner), and each of their joint and several agents (including, but not limited to any of whom may have served as directors on the board for the Council), subrogees, attorneys, contractors that constructed any portion of the Common Elements, suppliers who supplied any of the materials for the construction of the Common Elements, executors and assigns (collectively, "Releasees") and -- to the extent provided for in the Limited Release defined in ¶2.2, *infra* -- all other persons and entities (hereinafter "Third Parties") of and from all promises, debts, liabilities, contracts (whether in privity with the Releasors or on which the Releasors, jointly or severally, claim to be an assignee and/or beneficiary, hereinafter "Contracts"), torts, undertakings, warranties (whether statutory, Contract, express and/or implied, inclusive, hereinafter "Warranties"), claims, damages, payments, obligations, actions and causes of action of whatsoever kind or nature, based in whole or in part on facts that have occurred prior to the date of this Release, whether known or unknown, including, but not limited to (i) any and

all claims and causes of action relating to the Common Elements which have been claimed or could have been claimed in any report (including any and all Becht Reports concerning the Condominium), punchlist, communication or transmittal communicated to NVR and/or its attorneys from the Council, its management company and/or representatives (legal or otherwise) to any of the foregoing Releasees, (ii) any other claims and causes of action present and future which in any way relate to, concern or arise out of any acts, omissions and/or any other matters concerning the Common Elements (including, but not limited to, the real property on which the Common Elements are located), whether relating to their original construction, performance or otherwise and (iii) any claims made or which could have been made in the Litigation. The scope of the foregoing release includes and releases all claims and causes of action in any way related to any real or alleged defect (including, but not limited to those made in the Litigation), non-performance, failures or deficiencies, real or alleged, occurring and/or which occur(s) in the Common Elements at the Condominium constructed by or on behalf of NVR, whether manifesting in the past, present, or future.

2.2. Limited Release. As to persons other than the Releasees defined in this Release (hereinafter, "Third Parties"), this Release shall serve as a special and limited release in favor of those Third Parties, provided that those released Third Parties (a) are found liable to any one or more of the Releasers by a court or tribunal of competent jurisdiction and (b) are entitled by law, whether pursuant to contract or otherwise, to any contribution and/or indemnification from NVR for any such liability. If any of the Releasers shall pursue a claim against any such Third Parties for which the foregoing (a) and (b) shall apply, and any such Third Party shall make claim against any of the joint and several Releasees in regard to same, then the Council shall indemnify and hold any such Releasees harmless in regard to all such claims and liability devolving from same.

2.3. Reservation of Rights. Except (i) with regard to water leaks relating to the windows (which are part of the Scope of Work hereto, and shall be released pursuant to the terms of this Agreement), and (ii) to the limited extent subsumed within the definition of "Common Elements" at recital E, above, of this Agreement, nothing in the foregoing ¶¶2.1 and/or 2.2 shall be construed to or is intended to release NVR from its continuing obligations, if any, either in contract, warranty or otherwise, to the Unit Owners at the Condominium in regard to matters exclusively involving the "Units" themselves (as defined in the originally recorded Declaration and/or the original Bylaws for the Condominium and any NVR amendments to same; hereinafter, "Units"). In addition, this Release shall not release NVR from its express undertakings to perform the Work defined in ¶4.1 and/or the Limited Warranties defined in ¶4.4 of this Agreement. With regard to the Structural Warranty set forth in ¶4.4.2, the foregoing exclusion shall only include alleged Structural Defects which both (i) are otherwise covered under the unexpired portion of the Structural Warranty, and (ii) manifest during the warranty period. Even so, any failure by NVR to perform its undertakings defined in ¶4.1 and/or ¶4.4, *infra*, shall not affect the continuing

validity of the foregoing Releases defined in ¶¶2.1 and 2.2, *supra*, and all rights and remedies of the Council in relation to any such breach by NVR shall be limited to a suit for breach of this Agreement, together with foreseeable consequential real property damage proximately caused by that breach. Nothing in the foregoing sentence shall release the Council from its required exhaustion of the Arbitrator procedures at ¶4.3, as a condition precedent to any such suit for breach of this Agreement. The Council further expressly covenants not to sue or otherwise make claim in any forum (legal or administrative) against any of the Releasees, jointly and/or severally, for any matter released herein, including but not limited to any defect, real or alleged, in the Common Elements, whether manifesting in the past, present or future, except in relation to NVR's breach of obligations defined in ¶4.1, *infra*. Except as expressly set forth in this ¶2.3, nothing in this ¶2 inclusive shall release NVR in regard to any claim(s) and/or cause(s) of action arising out of the acts (unrelated to the performance of the agreed Scope of Work herein) committed by NVR entirely in the future, or in regard to any personal injury demonstrated to have been proximately caused as a direct and proximate result of the performance of the agreed Scope of Work herein. The exception just stated shall not apply to claims in any way relating to the Common Element Improvements constructed by or on behalf of NVR prior to the date of this Release, whether with respect to future failures, non-performance or otherwise, all of which claims have been expressly released in this ¶2, inclusive.

3. Other Claims.

3.1 Excepting only the Litigation to be dismissed under ¶1, *supra*, the Council represents and warrants that it has not filed and will not file in the future any litigation or other claims in any forum, judicial, administrative, arbitration or otherwise against any person or entity in relation to any matters released under the foregoing ¶2 Release (collectively, "Suits"). Were any such Suits previously filed (in violation of this paragraph), the Council agrees to and shall unconditionally dismiss and/or obtain dismissal of same with prejudice concurrent with the execution of this Agreement and shall further indemnify and hold NVR harmless in regard to any such Suits, save and excepting the Litigation which is separately addressed in ¶1 above. The Council represents and warrants that to the best of its knowledge, information and belief, no such Suits have been filed by any Unit Owner within the Condominium.

4. Scope of Work, Arbitrator Procedures and Limited Warranty

4.1 The Work. At no cost or expense to the Council, NVR agrees to undertake and complete the Scope of Work described in Exhibit 3 hereto (hereinafter referred to as the "Work") as hereinafter provided. NVR will cause the Work to be completed in compliance with Exhibit 3 (which is attached hereto and made a part hereof). NVR will cause the Work to begin promptly after execution of this Agreement and complete same within fifteen (15) months, subject to reasonable delays caused by intervening Arbitrator Procedures, difficulty in obtaining access, weather, material and

labor availability. NVR shall provide the Council with three (3) days written notice (under ¶13, *infra*) as to when the Work on any one or more of the specifically identified items of Work described in Exhibit 3 will begin; at NVR's option, all such commencement scheduling may be contained in a single comprehensive notice (hereinafter, "Work Dates"). Notwithstanding, if NVR requires access to the interior of an individual Unit in order to carry out the Work outlined in Exhibit 3, NVR will provide specific notice to the Council of such requested access at least five (5) days in advance so that the Council can make appropriate arrangements. If the Council notifies NVR in writing within that five (5) day period that it cannot obtain access to the affected Unit(s), the Council shall have five (5) calendar days from the date of such notice in which to gain access and notify NVR of same, otherwise the agreed remediation for which the required Unit access was denied shall be deemed waived by the Council as to that /those Unit(s), jointly and severally. NVR's obligations under this ¶4.1 with regard to Work in any common areas (including, but not limited to, building exteriors, hallways and attics) that do not require Unit access are contingent on the Council granting uninterrupted access to NVR and its contractors (during the hours of 7:30 a.m. to 5:30 p.m., Monday through Saturday) to all Work areas on the scheduled Work Dates sufficient to allow the scheduled Work to begin and be completed during those scheduled times under this ¶4.1. If that required common area access is not provided by the Council on the Work Date(s) properly scheduled under this ¶4.1, then the agreed remediation for which required access was denied shall be deemed waived by the Council, jointly and severally. If access to any Unit needed or requested by NVR as part of the Work is gained by the Council without the consent of any affected Unit Owner, that shall be at the Council's sole risk and the Council shall indemnify and hold harmless NVR and any of its agents and subcontractors in regard to same, whether in regard to claims of trespass or otherwise, except to the extent any damages are caused by the acts or omissions of NVR, its agents, employees or contractors.

- 4.2 Completion. Promptly after each specific number item of Work described in Exhibit 3 has been completed, NVR shall give written notice to the Council of such completion ("Notice of Completion") pursuant to ¶13 of this Agreement. Except with regard to Enclosed Work (as to which the definition and notice of completion procedures are set forth below in this ¶4.2), such Notice of Completion may be provided as each or any number of the specific items of Work in Exhibit 3 is completed, either building by building or *en masse*, at NVR's discretion. Within five (5) business days (Monday through Friday; hereinafter, "Business Days") from the receipt of each Notice of Completion, the Council shall finally inspect each such item of Work or be deemed to have waived any rights to same. NVR shall pay the Council the amount of \$6,400.00 concurrent with NVR's first Notice of Completion relating to the Work, in full and final discharge of any real or alleged obligation to pay and/or reimburse the Council for Becht's fees in connection with Becht's inspection of the completed Work performed by NVR, except as otherwise expressly provided in ¶4.3.7, *infra*. If the Council concludes that the Work described in the Notice of Completion does not conform to the terms of ¶4.1, it shall (i) deliver written "Notice

of Rejection" to NVR (pursuant to ¶13) within ten (10) calendar days from the date of receipt of NVR's Notice of Completion. **Notwithstanding the foregoing, and as the sole exception to those agreed Notice of Completion/Rejection procedures, in regard to portions of the Work that upon total completion will be closed in behind (and covered up by) other building components ("Enclosed Work"), NVR, before enclosing that work, shall give its Notice of Completion for any such Enclosed Work and a shortened (*i.e.* within two (2) Business Days of NVR's Notice of Completion) Notice of Rejection shall apply, solely to that Enclosed Work. NVR shall provide (in its sole discretion) its Notice of Completion for any such Enclosed Work upon its completion of a building section or any number of building sections, provided that each such Notice shall include no more than one building. This two (2) Business Day deadline for the submission of a Notice of Rejection assumes the Notice of Completion for any such Enclosed Work will be given during normal weekday business hours (*i.e.* 9:00 a.m. to 5:00 p.m.). If the Notice of Completion is submitted by NVR after 5:00 p.m., then a Notice of Rejection, if any, shall be submitted within three (3) Business Days. That shortened Notice of Rejection time shall be allowed to pass before that Work is closed in or covered up. This alternative procedure applicable to Enclosed Work is to permit a meaningful inspection in regard to a possible timely Notice of Rejection of that Enclosed Work.² If any matter that is the subject of a timely Notice of Rejection cannot be amicably resolved in the interim, then the Council shall invoke the Arbitrator Procedures at ¶4.3 of this Agreement within twenty-five (25) calendar days from the date of receipt of NVR's Notice of Completion. In any such Arbitrator proceeding, the Council shall be limited to the bases for rejection set forth in its timely Notice of Rejection. By failing either (i) to timely invoke those procedures under ¶4.3 and/or (ii) to timely send Notice of Rejection under this ¶4.2, the Council shall automatically and irrevocably waive any right to reject or object to any aspect of NVR's Work described in the Notice of Completion on any basis, whether as unworkmanlike, incomplete or otherwise and the Releasees defined in ¶2.1 of this Agreement shall be automatically deemed released from any further obligation in regard to same. Provided the Council has given a timely Notice of Rejection in full compliance with this subparagraph, the Council's time to invoke the Arbitrator procedures under ¶4.3 may be extended by written stipulation signed by authorized officers of the Council and NVR or by the respective attorneys for the Council and NVR.**

² If any such Enclosed Work is made the subject of a timely Notice of Rejection (*i.e.* within 2 Business Days of Developer's Notice of Completion or three (3) Business Days if the Notice of Completion is submitted after 5:00 p.m.), then Developer shall delay closing in any such Enclosed Work (and/or temporarily cover same to protect against the elements) until the Arbitrator process under ¶4.3 is completed or the issue otherwise resolved by written stipulation between the Parties outside the Arbitrator process.

4.3. Arbiter Procedures.

4.3.1 Under these Arbiter Procedures, Joseph ("Skip") Walker of Claxton, Walker & Associates shall act as final and binding arbiter and shall decide all such disputes (hereinafter, the "Arbiter").³

4.3.2 These Arbiter procedures shall be invoked (as provided in ¶4.2, above) by the Council's faxing and sending by regular mail, the Arbiter a detailed claim specifying which items of the agreed Work (under ¶4.1) remains incomplete or not in conformity with Exhibit 3 (after NVR's Notice of Completion for same). The Scope of any such "Dispute" that is sent to the Arbiter for final determination, shall be strictly limited to the written bases for rejection set forth in the Council's timely Notice of Rejection (under ¶4.2).

4.3.3 All communications with the Arbiter shall either be by conference call, involving representatives of NVR and the Council, or in writing, with faxed and mailed copies to the other Party pursuant to the notice procedures at ¶13 of this Agreement. Each Party (the Council and NVR) shall have ten (10) Business Days from the date of the other Party's Arbiter communication in which to respond to those submittals with any submissions which it desires the Arbiter to review in deciding the subject Dispute. Nonetheless, the Council shall be bound by and may not expand the bases for rejection to include bases not specifically stated in the Council's initial and timely Notice of Rejection (under ¶4.2). Those initially stated bases by the Council shall represent the outer bounds of the Arbiter's permissible determination under this ¶4.3.

4.3.4 The undersigned Parties expressly waive any right to claim any rights or entitlements with respect to any such Disputes except as expressly decided by the Arbiter. The undersigned Parties further agree, jointly and severally, that the Arbiter shall not incur any liability for his actions and participation in this Agreement as Arbiter.

4.3.5 The scope of the Arbiter's authority to decide any Disputes concerning any timely Rejected Work shall be limited to determining the merits of the specific objections noted in the Council's timely Notice of Rejection ("Timely Noted Disputes") and, if any of those bases for rejection are found meritorious, to deciding what, if any, additional specific remediation is required to complete the agreed Work required by ¶4.1. In deciding any such dispute concerning the completeness of the work at issue, the Arbiter shall be limited to enforcing this Agreement in accordance with its express terms. If the

³Mr. Walker is a certified home inspector, runs a residential home inspection company, serves as a qualified Montgomery County Consumer Affairs dispute settler in regard to the County-run new home warranty and builder licensing program, has been a condominium common element maintenance contractor and owner's rep, and has also (at times) been a custom home builder himself. Even so, he has never worked for or been affiliated with any NVR company.

Agreement terms are silent in regard to the issues raised in a Timely Noted Dispute, then the Arbitrator shall decide the question in accordance with accepted local industry practice in effect at the time of original construction, or if no such practice was applicable at said time, in accordance with the version of the BOCA Code applicable to the original construction (which is believed to be reflected in the permit plans for the Project) (the "Applicable Standard").

4.3.6 The Arbitrator identified in ¶4.3.1 has agreed to serve as the Arbitrator in the event of a Dispute arising out of the terms of this Agreement as evidenced by Exhibit 4. The Arbitrator's fee structure for such services is attached hereto as part of Exhibit 4. The Parties hereto both agree to this fee structure. The Arbitrator's fees and expenses in relation to any such involvement as Arbitrator shall, for each involvement, be paid by the Party against whom the Arbitrator finds in relation to each such Dispute. The Arbitrator shall break out his expenses and carefully allocate and account for his time and energy spent in resolution of each Dispute for purposes of assessing responsibility for that expense.

4.3.7 Unless otherwise agreed to by the Parties, within 30 calendar days after these Arbitrator Procedures have been invoked, the Arbitrator shall issue a written decision on any Dispute submitted and shall provide such decision to each of the Parties and their attorneys by fax and regular mail at the addresses and fax numbers identified in ¶13 of this Agreement. Such written decision shall specify what, if any additional Work needs to be performed by NVR in response to a timely Notice of Rejection (as set forth in ¶4.3.5, *supra*) and with regard to any further or corrective work to be performed, shall specify a reasonable time frame within which such work shall be completed. The Arbitrator has agreed to this schedule, but neither of the Parties' rights or obligations under an Arbitrator award shall be prejudiced by the Arbitrator's delay in issuing a timely decision under this ¶4.3.7. In addition to assessing the arbitrator's fees as part of his decision under ¶4.3.6, the Arbitrator's decision (to the extent proved by the prevailing party) shall include an assessment of reasonable expert fees in favor of the prevailing party (on an issue-by-issue basis) incurred by the prevailing party in the process of proving its case in any such arbitration under this ¶4.3 inclusive. If the Council is the prevailing party and the fees it seeks are for Becht Engineering (and/or Bill Hasselman) and relate to inspection fees relative to the first two buildings on which the Work that is in dispute was (to be) performed, then NVR shall receive a credit up to a maximum of \$6,400 (in the aggregate, regardless of the number of Arbitrator disputes involved) as an offset against any such assessable expert fees in favor of the prevailing Council in any such arbitration(s).

4.3.8 With respect to any additional Work found by the Arbitrator to be required after a Dispute arises concerning whether the agreed items have been repaired, NVR shall thereafter perform the additional Work required by the Arbitrator to comply with the agreed repairs described in ¶4.1 inclusive, within the time frame prescribed by the Arbitrator, or within such other time frame as may be agreed to in writing by the Parties. Thereafter, the Notice of Completion and (if necessary) Notice of Rejection and the dispute resolution provisions identified in the preceding subparagraphs shall be repeated.

4.4. Limited Warranties

4.4.1 Leaks (the "Leak Warranty"). NVR hereby extends to the Council a limited warranty against leaks into and/or causing leak related water damage to the Units and/or finished areas of Common Elements caused by premature failures or as-built deficiencies in the Common Element flashing or sheathing under normally anticipated weather conditions and not from ice build up [hereinafter, "Leak(s);" (together, "Leak Warranty Scope of Coverage")]. The agreed Leak Warranty Scope of Coverage under this ¶4.4.1 excludes any coverage for window leaks and/or consequential damage to personal property. The agreed Leak Warranty Scope of Coverage under this ¶4.4.1 shall expire, on a building-by-building basis, nine (9) months after NVR's last Notice of Completion relating to water infiltration items in the Scope of Work (*i.e.* Exhibit 3, ¶¶1, 5, 6, 7, 8 and 11, inclusive) in that particular building, irrespective of any subsequent Notice of Rejection and/or Arbitrator Procedures regarding same. The Council must provide, during the nine (9) month warranty period, detailed written notice under the notice terms of ¶13 specifying the allegedly covered Leak(s) under this Leak Warranty (the "Leak Warranty Claim") or the Leak Warranty Claim shall be time barred. NVR may accept and repair the alleged Leak(s) sufficient to take it outside of the aforesaid Leak Warranty Scope of Coverage, or reject the Leak Warranty Claim (or relevant portion of same) as not covered by this Leak Warranty. Any such rejection shall be in writing sent according to the Notice provisions in ¶13 *infra*, and those coverage disputes, if any, as well as the completeness of any follow on performance of covered Leak Warranty work performed by NVR shall be decided in accordance with the Arbitrator Procedures in ¶4.3, timely Notice of Completion/Rejection procedures under ¶4.2 inclusive. After a timely Notice of Rejection (addressed to all or any portion of a Leak Warranty Claim), the Council shall invoke those Arbitrator Procedures, if at all, within 15 days of said rejection (subject to written extension agreed to between the parties) or the portion(s) of the Leak Warranty Claim addressed by any such timely Notice of Rejection shall be automatically deemed waived and released by the Council. Only the Council shall have the benefit of this Leak Warranty and there exist no third party beneficiaries with rights in regard to same. Any attempt by the Council to assign its rights under this Warranty shall be null and void, *ab initio*.

4.4.2 Behind Brick Structural Components (the "Structural Warranty"). NVR hereby extends to the Council a limited warranty against "Structural Defects" in the wood, load-bearing framing and structural members located behind the brick veneer in the condominium buildings demonstrated by the Council to be proximately caused by rain/weather-caused water infiltration ("Water Infiltration") through the brick veneer ("Scope of Structural Coverage"). "Structural Defects" as used herein is strictly limited to damage to the load-bearing building framing systems, including exterior wall studs and posts, exterior sheathing and all related adjacent joists and truss components proximately caused by consequential Water Infiltration through the brick veneer that reduces their load-bearing function to the extent that a credible (to be decided by the Arbitrator in the event of a dispute) structural engineer certifies that such system(s) or load-bearing component(s) thereof has collapsed or presents a danger to health and safety based on the

reasonable likelihood of a collapse. The agreed Scope of Structural Coverage excludes consequential damage to personal property. The agreed Scope of Structural Coverage under this ¶4.4.2 shall expire on 2/21/13, which is ten (10) years from date of the last Unit sale settlement to a residential NVR customer at the Project. In order to be eligible for coverage under this Structural Warranty, any such Structural Defect must be made the subject of a prompt and detailed written notice from the Council under the notice terms of ¶13 specifying the precise location of the allegedly covered Structural Defects under this Structural Warranty (the "Structural Warranty Claim") delivered to NVR (pursuant to ¶13) during the ten (10) year warranty period and within 180 days of discovery, or the Structural Warranty Claim shall be time barred. NVR may accept and repair the alleged Structural Defects sufficient to take it outside of the aforesaid Structural Warranty Scope of Coverage, or reject the Structural Warranty Claim (or relevant portion of same) as not covered by this Structural Warranty. Should NVR accept and undertake to repair the alleged Structural Defect, the repair shall be to (i) restore the subject structural load-bearing framing system component(s) to completely remove (but only to remove) the Structural Defect(s) that are the subject of the Council's Claim. However, as part of any such Structural Defect repair undertaking, NVR shall also (ii) retrofit expedient improvements in the affected section of the brick veneer wall system (e.g., weeps and a properly maintained collar joint/cavity in any restored brick veneer) to help prevent a future recurrence of Water Infiltration Structural Defects in the location of the repair and (iii) remove and replace any ancillary water damaged drywall and insulation in the particular section of the exterior wall system containing the (to be remediated) Structural Defect (collectively, items (i) through (iii) "Structural Defect Remediation"). NVR shall have the option of making any such Structural Defect Remediation from the outside of the building, or from inside the affected Unit; if the latter, the Council (as a condition of coverage) must arrange for NVR's Unit access during regular business hours and otherwise in accordance with ¶4.1 of this Agreement. In performing any such Structural Defect Remediation, NVR shall perform that work and restore any ancillary improvements that were removed or disturbed as a direct result of said Structural Defect Remediation, all subject to the same specifications/limitations as set forth in ¶15 of the Scope of Work (i.e., Exhibit 3). Should NVR reject the Structural Warranty Claim, any such rejection shall be in writing sent according to the Notice provisions in ¶13 *infra*. Those coverage disputes, if any, as well as the completeness of any follow on performance of covered Structural Warranty work performed by NVR shall be decided in accordance with the Arbiter Procedures in ¶4.3, timely Notice of Completion/Rejection procedures under ¶4.2 inclusive. To assist the Arbiter in any such dispute, NVR may (in its discretion) submit to the Arbiter a structural engineer's report contesting/disputing whether the structural system or component at issue meets the definition of "Structural Defect" and the Arbiter shall factor any such conflicting engineering opinions into his decision, while remaining the final Arbiter in regard to same. After a timely Notice of Rejection (addressed to all or any portion of a Structural Warranty Claim), the Council shall invoke those Arbiter Procedures, if at all, within 15 days of said rejection (subject to written extension agreed to between the parties) or the portion(s) of the Structural Warranty Claim addressed by any such timely Notice of Rejection shall be automatically deemed waived and released by the Council. Only the Council shall have the benefit of

this Structural Warranty and there exist no third party beneficiaries with rights in regard to same. Any attempt by the Council to assign its rights under this Structural Warranty shall be null and void, *ab initio*.

5. Authority, Non-Assignment and Limited Indemnity.

5.1. The Council hereby represents and warrants that the Council:

- (a) has not and shall not in the future assign any of its real or alleged rights and remedies against NVR or any other Releasee(s) to any third party, non-signatory to this Agreement;
- (b) has not received and shall not accept in the future any assignment of any real or alleged rights and/or remedies against NVR or any of the Releasees from any third party (whether from a Unit Owner or otherwise), which assignments the Council agrees shall be, upon assignment to the Council null and void ab initio;
- (c) shall not, in any capacity, bring, assert, prosecute, participate in or fund in whole or in part, any prosecution or other assertion of any claim or action brought by any one or more Unit Owners and/or their assigns in regard to any issues affecting any one or more Units at the Condominium, the Common Elements as defined herein, any matter claimed or which could have been claimed in the Litigation or any matter described in the Releases at paragraph 2 of this Agreement, inclusive; and
- (d) has authority to bind itself and the Unit Owners to the terms of the Release in Paragraphs 2.1 and 2.2 of this Agreement.

5.2. In addition to the rights and remedies granted NVR pursuant to ¶8, *infra*, and applicable law, the Council agrees to indemnify and hold harmless NVR, together with its joint and several agents, employees, officers and principals (collectively, "Indemnitees") against any claims ("Violative Claims") filed by any one or more Unit Owners in any forum (including any governmental agency) alleging rights and/or remedies against any of the Indemnitees in relation to (i) any matters covered by the agreed terms of the Release given in ¶2, *supra*, and/or (ii) the rights given the Council under this Agreement, including but not limited to (as part of this indemnity) any liability found, judgments and/or awards entered and attorney's fees incurred in defense of same. Except as provided in ¶2.3, *supra*, with regard to the windows, this definition of Violative Claims excludes claims exclusively involving the Units themselves, as set forth in ¶2.3. Because the Council may not in all instances be able to control or dissuade its constituent Unit owners from filing such claims in violation of this Agreement and the Release terms herein, the indemnity defined in this ¶5.2 shall apply to such Violative Claims only to the extent they survive a motion for summary judgment or analogous dispositive motion or request filed in the applicable forum by or on behalf of the affected Indemnitee(s) based on the enforceability and preclusive effect of the ¶2 Release.

6. Compromise Settlement. The Parties expressly recognize and agree that this Agreement represents a compromise and settlement of contested claims. Nothing herein shall constitute an admission of legal responsibility in the absence of this Agreement and (except as defined in ¶4.4) shall in no way expand or enlarge any express or implied (statutory or otherwise) warranties from any person or Party relating to the Units or the Common Elements at the Condominium, if any. In addition, and except as expressly provided in ¶4.4 herein, neither the Work performed by NVR (and/or its contractors) pursuant to ¶4.1 of this Agreement, nor any additional future work to be performed pursuant to the new Limited Warranty undertakings defined in ¶4.4 of this Agreement shall, itself, be warranted in any respect, either expressly or impliedly. Unless and until fully executed, this Agreement shall be deemed an inadmissible offer to compromise a disputed claim, and no portion of it, irrespective of complete execution, shall be deemed nor may be proffered in any court, tribunal or forum as an admission of fact or liability in regard to the disputed and now released claims made in the Litigation.

7. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. Even so, no portion of this Agreement may be enforceably assigned and any attempted assignment shall be void, ab initio. Notwithstanding any attempted assignments of this Agreement, the undersigned Parties shall remain obligated under the terms in all aspects.

8. Litigation. In any litigation between the Parties filed in violation of ¶3.1 and/or alleging claims found released by the terms of this Agreement or in any litigation resulting from the Council's breach of its representations and warranties contained in ¶5 and ¶9 of this Agreement, and/or in any other litigation brought to enforce the terms of this Agreement (subject to the required Arbitrator Procedures at ¶4.3), the prevailing Party's attorney's fees and other costs, including all expert witness fees and litigation expenses, shall be paid by the losing Party. Even so, in no event shall any breach by either Party restore any Party to any rights and remedies released herein and the non-breaching Party's sole and exclusive remedies against the breaching Party shall be to judicially enforce the terms of this Agreement or, if specific performance is not an available remedy, collect damages for that breach. In regard to any such litigation, the undersigned Parties jointly and severally waive any right to jury trial to the maximum extent allowed by law. To the extent any portion of this Agreement is held invalid or unenforceable by any court or tribunal of competent jurisdiction, the Parties mutually agree that the balance of this Agreement, including the Release set forth herein, shall remain binding and enforceable.

9. Authority. The undersigned Parties represent and warrant to the other that it has the right and is authorized to enter into this Agreement in its represented capacity(ies) and to perform the obligations attendant hereto and has obtained any consent or approval necessary to make this representation and warranty. See Council Board Resolution at Exhibit 2.

10. Miscellaneous. This Agreement, including its formation, performance and enforcement, shall be governed by Maryland law (without concern for conflicts of law

principles), and shall be considered the mutual workmanship of the undersigned Parties and any rule requiring that it be construed against its drafter is hereby waived. Paragraph headings are solely for ease of reference. This document contains the entire agreement between the Parties in relation to the matters described herein, no inducements or promises other than as expressly set forth herein have been given or received in return for same and all claims to the contrary are hereby waived and released. All negotiations leading up to this Agreement are merged herewith and shall not form the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. This Agreement may only be amended and its provisions enforceably waived in writing, signed by all of the Parties.

11. Counterparts. This Agreement may be executed in separate counterparts, all of which, when taken together, shall constitute one and the same original agreement. This Agreement shall only become binding on either Party when fully executed, whether in counterparts or otherwise.

12. Retained Recourse. This Agreement is not intended to nor shall it affect any rights, remedies, claims, actions or causes of action (past, present or future) that NVR has (or may have) against any third party against which NVR may otherwise have recourse for the alleged defects in the Common Elements complained of by the Council, the claims made in the Litigation (and all of which are settled herein between the Council and NVR), and/or the cost of this settlement reached in mitigation of those claims. This reservation of rights shall include NVR's retained recourse against all persons and entities that played any role in the design, construction and/or supply and/or manufacture of materials used in the original construction, together with their joint and several insurance carriers, as well as NVR's own carriers.

13. Notices. Any notice required to be provided pursuant to this Agreement shall be in writing and sent by fax and first class mail, postage prepaid to:

If to THE COUNCIL:

Council of Unit Owners of the Garden
 Condominium of Perry Hall Farms, Inc.
 c/o _____

with a concurrent fax copy to:

Neil J. Ruther, Esq.
 29 W. Susquehanna Ave., Ste. 601
 Towson, MD 21204
 Fax No. _____

If to NVR:

NVR, Inc.
c/o James Sack, Esq.
Vice President, General Counsel
8270 Greensboro Drive
McLean, VA 22102
Fax No. 703-883-0108

with a concurrent fax copy to:

Sean P. Sherman, Esq.
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
11921 Rockville Pike, Third Floor
Rockville, MD 20852-2743
Fax No.: 301-230-2891

or to such other fax number(s) and/or address(es) as any Party may designate in writing in a notice to the other Parties given as provided herein. Any such notice shall be deemed received on the earlier of fax confirmation or three (3) calendar days after regular mailing as provided in this ¶13.

14. Time. Unless otherwise expressly stated herein, all time frames expressed in terms of days shall mean calendar days and if the time allowed for action required hereunder shall expire on a weekend or a holiday, then the expiration date shall automatically be the business day following that expiration. All time frames are of the essence.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.

NVR, INC.

Attest: *Elizabeth DeFrank*

By: *Ed Levendusky*
Ed Levendusky, Vice President and
Division Manager

Date: 11/10/05

**COUNCIL OF UNIT OWNERS OF THE
GARDEN CONDOMINIUM AT PERRY HALL
FARMS, INC. (statutory Council of Unit Owners
for Garden Condominium at Perry Hall Farms)**

Attest: Betty L. Hamill

By: Rapheal F. Cilento
Rapheal F. Cilento, President

Date: 12/4/04

STATE OF Maryland
COUNTY OF Balto ss:

I HEREBY CERTIFY, that on this 4th day of Dec., 2004, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared Rapheal F. Cilento, who acknowledged him/herself to be the President of the Council of Unit Owners for the Garden Condominium at Perry Hall Farms, Inc. and who further acknowledged that he, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained and in the capacity therein stated.

IN WITNESS MY HAND and Notarial Seal.

Betty L. Hamill (SEAL)
NOTARY PUBLIC

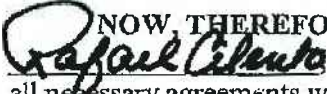
My Commission Expires: 3-1-05

EXHIBIT 2**GARDEN CONDOMINIUM AT PERRY HALL FARMS****RESOLUTION OF THE BOARD OF DIRECTORS****SETTLEMENT OF COMMON ELEMENT CLAIMS**

WHEREAS, Article IV, Sections 1 and 2 of the Bylaws states that the business and affairs of the Council shall be managed by the Board of Directors ("Board"), which shall have the powers and duties necessary for the administration of the Condominium.

WHEREAS, the Board, with the advice and guidance of the Condominium's managing agent, engineering consultants and legal counsel, has negotiated a settlement of common element and warranty related claims with NVR Inc. ("NVR"); and

WHEREAS, the Board wishes to authorize the signing, on behalf of the Condominium, of a settlement agreement with NVR, with respect to such claims.

NOW, THEREFORE, BE IT RESOLVED THAT the President of the Council,  is hereby authorized to sign, on behalf of the Condominium, any and all necessary agreements with NVR in order to conclude the negotiated settlement of common element, certain unit-specific and warranty related claims.

RESOLUTION ACTION SHEET

SETTLEMENT OF COMMON ELEMENT CLAIMS

Date of Adoption: 12/4/04

The above-referenced Resolution was adopted by the Board of Directors as of the date set forth.

Signatures:

Vote (Y/N)

Raphael J. Calisto
Director

yes

Virginia Ann Koveslani
Director

Yes

Russell V. Atwood
Director

Yes

Ed J. Fisher
Director

Yes

Kit Mapp
Director

Yes

ATTEST:

Secretary

Date

**FIFTIETH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Garden Condominium, Phase A1-a)

THIS FIFTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fiftieth Amendment") made as of the 22nd of March, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated

January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, and the Forty-Fourth Amendment dated November 15, 2001, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, and Forty-Seventh Amendment dated February 15, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fiftieth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase A1-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A1-a shown on the Condominium Plat entitled "Condominium Plat - Phase A1-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 85, folios 384;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 252 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 48 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 746 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

Deborah H. Crininger

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 26th day of March, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rebecca Watson
NOTARY PUBLIC

My Commission Expires: 12-25-05

ATTEST:

VENDOR/BUILDER:

NVR, INC.

Rick Vornadore


By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

Notary on the next page

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 27th day of March, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC


My Commission Expires: 4/1/03

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

*Reviewed for Compliance with Baltimore
County Code Section 26-214-6b only.
Not Reviewed for Compliance with Any
Other Baltimore County Requirements.*

*Joycell Speer 03-29-02
Assistant County Attorney*

0016264 700

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 Block Ink Only - All Copies Must Be Legible)

() Check Box if Addendum Intake Form is Attached

1 Type(s) of Instruments	<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other Amended	<input type="checkbox"/> Other
	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/> Restatement	
2 Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Agency
	Arms-Length (1)	Arms-Length (2)	Arms-Length (3)	Length Sale (9)
3 Tax Exemptions (If Applicable)	<input type="checkbox"/> Recordation			
	<input type="checkbox"/> State Transfer			
4 Clear Explain Authority: County Transfer				

HP FD SURE \$ 5.00
 RECORDING FEE 28.00
 TOTAL 33.00
 DATE: 01/23/08
 TIME: 01:11 PM

5 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	\$	Recordation Tax Consideration	\$
	Other:	\$	Less Exemption Amount	\$
	Owner:	\$	Total Transfer Tax	\$
	Full Cash Value	\$	Recordation Tax Consideration	\$
			X () per \$500 =	\$
		TOTAL DUE	\$	

6 Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:
	Recording Charge	\$	\$	
	Surcharge	\$	\$	Tax Inv.
	State Recordation Tax	\$	\$	
	State Transfer Tax	\$	\$	C.B. Credit:
	County Transfer Tax	\$	\$	
	Other	\$	\$	Ag. Tax/Chgr
	Other	\$	\$	

7 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	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
	11th					<input type="checkbox"/> (5)	
	Subdivision Name		Lot (3a)	Block (3b)	Sec/Ak(3c)	Plat Ref.	Sq Ft/Acreage (4)
	The Garden Condominium at					71/66	.465 Ac
	Perry Hall Farms		Location/Address of Property Being Conveyed (2)				
	19 Brook Farm Court Units A thru M excluding I						
	Other Property Identifiers (If applicable)		Water Meter Account No.				
	Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> For Single <input type="checkbox"/> or Group Rent <input type="checkbox"/> Apartments						

8 Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
	Perry Hall Farms Joint Venture and NVR, Inc.	
9 Transferred To	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

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

11 Contact/Mail Information	Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
	Name: Cynthia Hitt Kent	Address: 3600 Crandall Lane, Suite 100, Owings Mills, Maryland 21117-2273	<input type="checkbox"/> Hold for Pickup
		Phone: 410-367-9600	<input type="checkbox"/> Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information	Yes <input type="checkbox"/> No <input type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Does transfer include personal property? If yes, identify!
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line	
<input type="checkbox"/> Traditional Verification	<input type="checkbox"/> Agricultural Verification
Parcel Number	Date Received
Year	10
Land	1P
Subdiv	
Total	
REMARKS:	

[Handwritten signatures and notes]
 1-1-02
 TP, ART 12-188

**FIFTY-FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 1B)

THIS FIFTY-FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifty-First Amendment") made as of the 25th of March, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated

January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, and the Fiftieth Amendment dated March 22, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, and Forty-Seventh Amendment dated February 15, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifty-First Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 1B of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 1B shown on the Condominium Plat entitled "Condominium Plat - Phase 1B The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 85, folios 07, 12, 13.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 252 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 64 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 762 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Deborah H. Cummings

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Franklin, TO WIT:

On this 26th day of March, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rebecca Watson
NOTARY PUBLIC

My Commission Expires: 4-25-05

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: Rick Vornadore VP. (SEAL)
Rick Vornadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
COUNTY SOLICITOR

COUNTY SOLICITOR

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 25th day of APRIL, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC



My Commission Expires: MAY 1, 2005

CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent

CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

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)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration Amount and Finance Office Use Only

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agents, Tax Bill, C.B. Credit, Ag. Tax/Other

5 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).

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

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

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

9 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Cynthia Hitt Kent, Esquire
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills, Maryland 21117-2233 Phone: (410) 363-9600

10 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
Terminal Verification, Agricultural Verification, Whole, Part, Trans. Process Verification
Transfer Number, Date Received, Dead Reference, Assigned Property No.

REMARKS:
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)
Date: 4/26/05

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 16356, p. 0606, MSA_CE62_16211, Date available 03/07/2005, Printed 04/21/2017

Handwritten: need law office

FD SUB # 5.00
RECORDING FEE 20.00
TOTAL 25.00
DATE APR 26 2005
RPT # 98866
BK # 4993
02:35 PM

Clerk Recording Validator

Space Reserved for County Verifier

**FIFTY-SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase B5-a)**

THIS FIFTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifty-Second Amendment") made as of the 30th of April, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated

January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, and the Fiftieth Amendment dated March 22, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, and the Fifty-First Amendment dated March 25, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifty-Second Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B5-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B5-a shown on the Condominium Plat entitled "Condominium Plat - Phase B5-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. ~~25~~, folios 14, 15 & 16

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. Property Subject to the Declaration. As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 266 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 64 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 776 dwelling units.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

4. Other Terms of the Declaration. All other terms of the Declaration not herein amended shall remain in full force and effect.

5. Further Expansion. Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

General Attestation

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 30th day of April, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rebecca Wilson
NOTARY PUBLIC

My Commission Expires: 4/25/05

VENDOR/BUILDER:
NVR, INC.

ATTEST:

Alex Poshel

By: Rick Vornadore VP (SEAL)
Rick Vornadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
COUNTY SOLICITOR

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 31 day of MAY, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC



My Commission Expires: 5/01/05

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

116167 429

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.

MP FD SURE 4 5.00
RECORDING FEE 25.00
TOTAL 30.00
Doc # 16853
Blt # 468
18:33

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions

4 Consideration and Tax Calculations
Table with columns for Purchase Price/Consideration, Mortgage, and Finance Office Use Only.

5 Fees
Table with columns for Recording Charge, Surcharge, State Recordation Tax, etc.

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
8 Transferred To
9 Other Names to Be Indexed

10 Contact/Title Information
Instrument Submitted By or Contact Person
Name: Cynthia Bitt Kent
Address: 3603 Crandall Lane, Suite 103, Owings Mills, Maryland 21117-2231

11 Assessment Information
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify.

Assessment Use Only - Do Not Write Below This Line
Table with columns for Transfer Number, Date Received, and various tax fields.

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Date: 6-4-03

**FIFTY-THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Windsor Condominium, Phase 5)**

THIS FIFTY-THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifty-Third Amendment") made as of the 1st of June, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment

dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, and the Fifty-Second Amendment dated March 25, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, and the Fifty-First Amendment dated March 25, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifty-Third Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 5 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 5 shown on the Condominium Plat entitled "Condominium Plat - Phase 5 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M.

25, folios 17, 18 & 19

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 266 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 80 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 792 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Sebnatish Crininger

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: [Signature] (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 3rd day of June, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 4-25-05

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: [Signature] (SEAL)
Rick Vornadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
COUNTY SOLICITOR

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 5th day of June, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC



My Commission Expires: 5/01/05

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent

CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

6481 1112

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)

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

FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
BAGB RCF# 263
CR BLK # 698
06: 2002 10:57

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, Less Exemption Amount, Total Transfer Tax, Recordation Tax Consideration, TOTAL DUE.

Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include 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)

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
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233
Phone: (410)363-9600

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, Geo. District, Block, Lot, Parcel, Section, Ex. Cd.
BALTIMORE COUNTY, MARYLAND
COUNTY TRANSFER TAX
RECORDATION TAX
Date: 6-6-02

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 16481, p. 0112, MSA_CE62_16336. Date available 03/07/2005. Printed 04/21/2017.

Space Reserved for County Verification

FIFTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase B5-b)

THIS FIFTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifty-Fourth Amendment") made as of the 15th of July, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment

) dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, and the Fifty-Second Amendment dated March 25, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, and the Fifty-Third Amendment dated June 1, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifty-Fourth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B5-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B5-b shown on the Condominium Plat entitled "Condominium Plat - Phase B5-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 27, 28, 29

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 280 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 80 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 806 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 12th day of July, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberly J. Hough
NOTARY PUBLIC

My Commission Expires: 5/11/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]

CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

11146609 670

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.

MD FD SURE # 5.00
RECORDING FEE 20.00
DATE 15, 2002
Rept # 19563
Blk # 1755
18:32 am

Form with sections 1-11: Type(s) of Instruments, Conveyance Type, Tax Exemptions, Consideration and Tax Calculations, Description of Property, Transferred From, Transferred To, Other Names to Be Indexed, Contact/Mail Information, and Assessment Information.

Deed
Rec'd by
Co. Acty

Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

COUNTY TRANSFER TAX

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance

7/15/02

PHFMA213CFINAL55th
8/15/02 Windsor 6A

**FIFTY-FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 6A)

THIS FIFTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifty-Fifth Amendment") made as of the 15th of August, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment

dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, and the Fifty Fourth Amendment dated July 15, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, and the Fifty-Third Amendment dated June 1, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifty-Fifth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 6A of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 6A shown on the Condominium Plat entitled "Condominium Plat - Phase 6A The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 49, 50, 51;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration**. As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 280 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 96 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 822 dwelling units.

3. **Definitions**. All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration**. All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion**. Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Deborah H. Cruminger

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: [Signature] (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 12 day of August, 2002, before the undersigned officer, personally appeared David S. Gonzenbach who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/25/05

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: [Signature] (SEAL)
Rick Vornadore, Vice President

Notary on the next page

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 16712, p. 0381, MSA_CE62_16567. Date available 03/07/2005. Printed 04/21/2017.

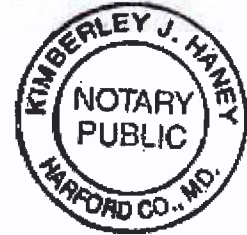
STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 14th day of August, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

**REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS**
[Signature]
COUNTY SOLICITOR

067102 0883

2

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)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration and Tax Calculations

HP FD SURGE 5.00
RECORDING FEE 26.00
TOTAL 31.00
RCPY 8 2008
CR BIK 8 2008
15: 2002 02:50 PM

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Perry Hall Farms Joint Venture and NVR, Inc.

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Windsor Condominium at Perry Hall

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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.

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.

Assessment Use Only - Do Not Write Below This Line
Transfer Number: 19
Date Received: 19
Year: 19
Land:
Buildings:
Total:
REMARKS:
Per: [Signature]
Date: 8/15/08

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 16712, p. 0383, MSA_CE62_16567. Date available 03/07/2005. Printed 04/21/2017.

Source: Reserved for County Use

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

**FIFTY-SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 6B)

THIS FIFTY-SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifty-Sixth Amendment") made as of the 15th of August, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment

dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, and the Fifty Fourth Amendment dated July 15, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, and the Fifty-Fifth Amendment dated August 15, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifty-Sixth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 6B of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 6B shown on the Condominium Plat entitled "Condominium Plat - Phase 6B The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 52, 53, 54

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 280 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 112 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 838 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

[Signature]

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: [Signature] (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 12th day of August, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 4-25-05

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: [Signature] (SEAL)
Rick Vornadore, Vice President

Notary on the next page

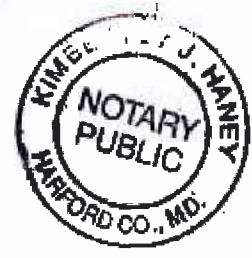
STATE OF MARYLAND
COUNTY OF MARFORD, TO WIT:

On this 14th day of AUGUST, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberly J. Hanel
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 16769, p. 0664, MSA_CE62_16624. Date available 03/07/2005. Printed 04/21/2017.

10116769 665

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)

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

County Clerk Recording Validation

MP FD SHRE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
RCPT # 94732
BLK # 39
01:05 PM

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration, Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117-2233 Phone: (410) 363-9600

11 Assessment Information
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).

Table with columns: Assessment Use Only - Do Not Write Below This Line, Terminal Verification, Agricultural Verification, Whole, Part, Map, Process Verification, Transfer Number, Date Received, Deed Reference, Assessed Property No., Year, Map, Block, Land, Zoning, Grid, Plat, Lot, Building, Use, Parcel, Section, Doc. Cd., Total, Town Cd., Ex. St., Ex. Cd., Ex. Cd.

BALTIMORE COUNTY COURTS (Land Records) SM 16769, p. 0665, MSA_C662_16624, Date available 03/07/2006, Printed 04/21/2017.

Handwritten signature/initials: [unclear]

Handwritten notes and stamps: BALTIMORE COUNTY COURTS, CLERK OF THE COURT, BALTIMORE COUNTY, MARYLAND, 197, ART 12.205, [unclear]

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

**FIFTY-SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Garden Condominium, Phase A1-b)

THIS FIFTY-SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifty-Seventh Amendment") made as of the 15th of August, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Bullder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment

) dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, and the Fifty Fourth Amendment dated July 15, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, and the Fifty-Sixth Amendment dated August 15, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifty-Seventh Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase A1-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase A1-b shown on the Condominium Plat entitled "Condominium Plat - Phase A1-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 55, 56;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 292 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 112 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 850 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

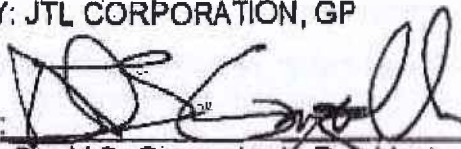
DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

Donald H. Currence


By:  (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 18th day of August, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

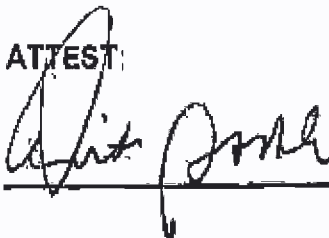

NOTARY PUBLIC

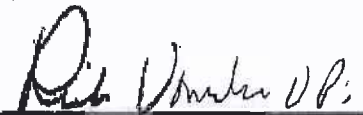
My Commission Expires: 4-25-05

ATTEST:

VENDOR/BUILDER:

NVR, INC.



By:  (SEAL)
Rick Vornadore, Vice President

Notary on the next page

STATE OF MARYLAND
COUNTY OF MARFORD, TO WIT:

On this 14th day of AUGUST, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

6769 677

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.

FD STATE \$ 5.00
RECORDING FEE 28.02
TOTAL 33.02
CR
30, 2002
Rpt # 24700
Blk # 46
Bl:11

Check Box If Addendum Intake Form is Attached.

1 Type(s) of Instruments	<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Other Amendment	<input type="checkbox"/> Other
	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/> Declaration	
2 Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale
	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]
3 Tax Exemptions (If Applicable)	Recordation			
City or Explain Authority	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	\$	Exemption Amount	\$
	Other:	\$	Total Transfer Tax	\$
	Other:	\$	Recordation Tax Consideration	\$
	Full Cash Value	\$	() per \$300 =	\$
			TOTAL DUE	\$
	Amount of Fees	Doc. 1	Doc. 2	Agent:
	Recording Charge	\$		Tax Bill:
	Surcharge	\$		C.P. Credit:
	State Recordation Tax	\$		Ag. Tax/Other:
	State Transfer Tax	\$		
	County Transfer Tax	\$		
	Other	\$		
	Other	\$		

Handwritten: Pink G. Attorney

5 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	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOC	
	11th					(5)	
	Subdivision Name		Lot (3a)	Block (3b)	Set/AR(3c)	Final Ref.	Sq Ft/Acreage (4)
	The Garden Condominium at Perry Hall Farms					11766	0.274 Ac.
	Location/Address of Property Being Conveyed (3)						
	17 Brook Farm Court Units A thru D excluding 1						
	Other Property Identifiers (If Applicable)						
	Water Meter Account No.						
	Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>	Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/>	Amount:				
	Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Description/Amt. of Sq Ft/Acreage Transferred:					

7 Transferred From	If Partial Conveyance, List Improvements Conveyed:	
	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
	Perry Hall Farms Joint Venture, and NVR, Inc.	
	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)
	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		<input checked="" type="checkbox"/> Return to Contact Person
	Name: Cynthia Mitt Kent		<input type="checkbox"/> Hold for Pickup
	Firm: Law Office of Cynthia Mitt Kent, L.L.C.		<input type="checkbox"/> Return Address Provided
	Address: 3500 Crondall Lane, Suite 101, Owings Hill, Maryland 21117-2233 Phone: 410/463-9600		

41 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify: _____
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Handwritten: Done 8/20/02

Assessment Use Only: Do Not Write Below This Line

Assessment Jurisdiction	County	Parcel No.	Map	Block	Lot	Sub	Other
Year	10	10	10	10	10	10	10
Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment
Year	Year	Year	Year	Year	Year	Year	Year

Distribution: White - Clerk's Office
Green - SDAT
Pink - Office of Finance

SM 16935-4931

FIFTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase B1-a)

THIS FIFTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifty-Eighth Amendment") made as of the 4th of October, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth

Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, and the Fifty Seventh Amendment dated August 15, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, and the Fifty-Sixth Amendment dated August 15, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifty-Eighth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B1-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B1-a shown on the Condominium Plat entitled "Condominium Plat - Phase B1-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 59 & 60

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 304 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 112 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 862 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Heborah W. Cruminger

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 7th day of October, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Debra Watson
NOTARY PUBLIC

My Commission Expires: 4/25/05

ATTEST:

David P. ...

VENDOR/BUILDER:
NVR, INC.

By: Rick Vornadore V.P. (SEAL)
Rick Vornadore, Vice President

Notary on the next page

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 8th day of OCTOBER 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

69354981

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)

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, Less Exemption Amount, Total Transfer Tax, Recordation Tax Consideration, TOTAL DUE.

5 Fees. Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer 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).

7 Transferred From. Doc. 1 - Grantor(s) Name(s): Perry Hall Farms Joint Venture and NVR, Inc. 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: Cynthia Hitt Kent. Return to Contact Person: [X] Hold for Pickup: [] Return Address Provided: []

11 Assessment Information. IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER. Will the property being conveyed be the grantee's principal residence? Does transfer include personal property? Was property surveyed?

Assessment Use Only - Do Not Write Below This Line. Transfer Number, Date Received, Assessed Balance, Assigned Property No., Year, Land, Buildings, Total, Map, Grid, Zone, Use, Town Cd.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 16935_16790, MSA_CE62_16790, Date available 03/07/2005, Printed 04/21/2017.

Space Reserved for County Recorder

REC'D SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Recpt # 2175
Blk # 2262
10:45 am

Space Reserved for County Recorder

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

RECORDATION TAX
Date 10/11/02

**FIFTY-NINTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Garden Condominium, Phase B1-b)

THIS FIFTY-NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Fifty-Ninth Amendment") made as of the 4th of November, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment

dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, and the Fifty-Sixth Amendment dated August 15, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Fifty-Ninth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County,

Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B1-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B1-b shown on the Condominium Plat entitled "Condominium Plat - Phase B1-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 65 & 66;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 316 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 112 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 874 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Deborah H. Crininger

DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 5th day of November, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Rebecca Watson
NOTARY PUBLIC

My Commission Expires: 4/25/05

ATTEST:

Alice Smith

VENDOR/BUILDER:

NVR, INC.

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17063, p. 0360, MSA_CE62_16918. Date available 03/02/2005. Printed 04/21/2017.

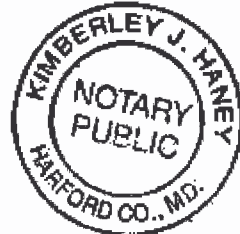
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 7th day of NOVEMBER 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberly J. Haney
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

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)

(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments: Deed, Mortgage, Other Amended Declaration
2 Conveyance Type: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale
3 Tax Exemptions: Recordation, State Transfer, County Transfer

4 Consideration and Tax Calculations: Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer and Recordation Tax Consideration

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

6 Description of Property: SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed... Perry Hall Farms

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)

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: Cynthia Hitt Kent, Firm: Law Office of Cynthia Hitt Kent, L.L.C.

11 Assessment Information: IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Use Only - Do Not Write Below This Line: Terminal Verification, Agricultural Verification, Whole, Part, Turn Process Verification

Transfer Number, Date Received, Deed Reference, Assessed Property No., Year, Land, Buildings, Total, Geo., Map, Sub, Zoning, Use, Plat Ref., SqFt/Acreage (4), Lot, Bldg, Ccn. Cd.

REMARKS: COUNTY FINANCE TAX, RECORDATION TAX, DATE: 11-8-02

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17063, p. 0362, MSA_CEG2_16918, Date available 03/02/2005, Printed 04/21/2017.

Space Reserved for County Vericator

Printer Recording Validation

FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Recpt # 12024
Blk # 1076
10:39 AM

Dec 2005
Reviewed
County
4/20/05

COUNTY FINANCE TAX
RECORDATION TAX
DATE: 11-8-02

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Prepara
AOC-CC-300 (6/95)

7082-4051

PHFMA\213CFINAL60th
11/5/02 Windsor Phase 4

**SIXTIETH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 4)

THIS SIXTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixtieth Amendment") made as of the 5th of November, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth

Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, and the Fifty-Ninth Amendment dated November 4, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, and the Fifty-Sixth Amendment dated August 15, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixtieth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County,

Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 4 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 4 shown on the Condominium Plat entitled "Condominium Plat - Phase 4 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 79, 80, 81;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 316 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 128 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 890 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Reborah L. Criminger

DECLARANT:

PERRY HALL FARMS JOINT VENTURE

BY: JTL-PERRY HALL ASSOCIATES, LP

BY: JTL CORPORATION, GP

By: [Signature] (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 5th day of November, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/25/05

ATTEST:

[Signature]

VENDOR/BUILDER:

NVR, INC.

By: [Signature] (SEAL)
Rick Vomadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

[Signature]
COUNTY SOLICITOR

7082-4091

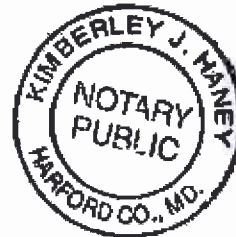
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 7TH day of NOVEMBER, 2002, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Hines
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

2

17082-000

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.

FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rcpt # 10683
Rik # 1265
Nov 13, 2002 11:22 am

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

Table with columns: Consideration and Tax Calculations, Finance Office Use Only, Transfer and Recordation Tax Consideration

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other

5 Description of Property
6 District, Property Tax ID No. (1), Grantor Liber/Folio, Map, Parcel No., Var. LOG

7 Transferred From
8 Transferred To

9 Other Names to Be Indexed

10 Contact/Mail Information
11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information
Assessment Use Only - Do Not Write Below This Line

Table with columns: Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification

REMARKS: COUNTY TRANSFER... RECORDATION... DATE 11-13-02

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17082, p. 0410, MSA_CE62_16937. Date available 03/02/2005. Printed On 12/12/017.

Dec reviewed by County Clerk

Space Reserved for County Verification

**SIXTY-FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Garden Condominium, Phase B3-a)

THIS SIXTY-FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixty-First Amendment") made as of the 31st of December, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment

0017953 269

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17353, p. 0269, MSA_CE62_17208. Date available 11/29/2005. Printed 04/21/2017.

dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, and the Fifty-Ninth Amendment dated November 4, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, and the Sixtieth Amendment dated November 4, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixty-First Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those

certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B3-a of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B3-a shown on the Condominium Plat entitled "Condominium Plat - Phase B3-a, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 85, folios 95, 96;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 328 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 128 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 902 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Severald H. Cinninger

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: [Signature] (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton TO WIT:

On this 2nd day of January, 2002, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-25-05

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: [Signature] (SEAL)
Rick Vornadore, Vice President

Notary on the next page

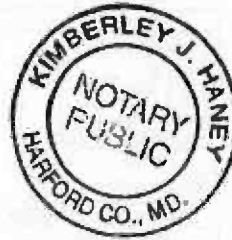
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 10th day of JANUARY, 2002³, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Hamel
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

2

0017053 279

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)
Check Box if Addendum Intake Form is Attached.

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

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer and Recordation Tax Consideration.

Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer 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).

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)

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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.

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?

Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Audit/Visual Verification, Whole, Part, Tran. Process Verification
Transfer Number, Date Received, Dead Reference, Assessed Property No.
BALTIMORE COUNTY, MARYLAND
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-GC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17353, p. 0273, MSA_CEG2_17208, Date available 03/02/2005, Printed 04/21/2017.

Court Clerk Recording Unit

FD SURK \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
BAGB Rcpt # 38476
CR Blk # 2838
10/28/03 10:38 am

Agent: [Signature]
Tax Bill:
C.B. Credit:
Ag. Tax/Other:

Water Meter Account No. 20

Per [Signature] Sec 15-139
RECORDATION TAX
Per [Signature]
Date 1/10/03
T.P. ART 12-108

SIXTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Garden Condominium, Phase B3-B)

THIS SIXTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixty-Second Amendment") made as of the 31st of January, 2002, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth

Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, and the Sixty-First Amendment dated December 31, 2002, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, and the Sixtieth Amendment dated November 4, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixty-Second Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those

certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase B3-b of The Garden Condominium at Perry Hall Farms, as shown on the Plat entitled "1st Amended Section Five, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 66, and as further described as:

Phase B3-b shown on the Condominium Plat entitled "Condominium Plat - Phase B3-b, The Garden Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 110, 111

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 128 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 914 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

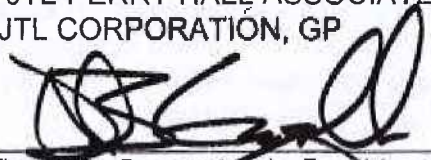
Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Deborah H. Cringler

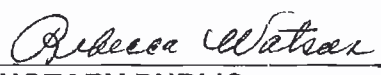
DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By:  (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

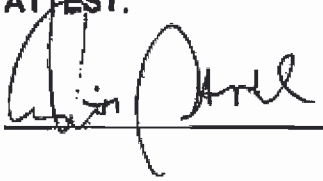
On this 6th day of February, 2003, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

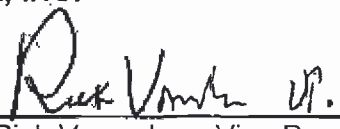

NOTARY PUBLIC

My Commission Expires: 4-25-05

ATTEST:



VENDOR/BUILDER:
NVR, INC.

By:  (SEAL)
Rick Vornadore, Vice President

Notary on the next page

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17532, p. 0246, MSA_CE62_17387. Date available 03/02/2005. Printed 04/21/2017.

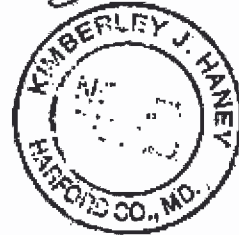
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 10th day of FEBRUARY, 2003, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Hanel
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17532, p. 0248, MSA_CE62_17387. Date available 03/02/2005. Printed 04/21/2017.

2

17532 248
0017532 248

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)

1 Type(s) of Instruments: Deed, Mortgage, Other Amended, Declaration, etc.
2 Conveyance Type: Improved Sale, Unimproved Sale, etc.
3 Tax Exemptions: Recordation, State Transfer, County Transfer

MP FD SURE \$ 5.00
RECORDING FEE 28.00
TOTAL 25.00
RCPT # 22027
Bk # 2298
Feb 12, 2003 11:13 am

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration. Rows include Purchase Price, Mortgage, Balance of Existing Mortgage, etc.

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent. Rows include Recording Charge, Surcharge, State Recordation Tax, etc.

6 Description of Property: SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed...
District: 11th
Subdivision Name: The Garden Condominium at Perry Hall Farms
Location/Address of Property Being Conveyed (2): 9605 Haven Farm Court Units A thru M excluding I

7 Transferred From: Doc. 1 - Grantor(s) Name(s): Perry Hall Farms Joint Venture and NVR, Inc.
Doc. 1 - Owner(s) of Record, if Different from Grantor(s):

8 Transferred To: Doc. 1 - 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: Cynthia Hitt Kent, Firm: Law Office of Cynthia Hitt Kent, L.L.C., Address: 3600 Crondall Lane, Suite 105 Owings Mills, Maryland 21117-2233, Phone: (410) 363-9600

11 Assessment Information: 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).

Space Reserved for County Verifier

Assessment Use Only - Do Not Write Below This Line
Table with columns: Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification, Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Building, Total, Geo., Zoning, Use, Town Cd., Map, Grid, TAX NOT REQUIRED, Sub, Lot, Plat, Director of Assessment and Finance, BALTIMORE COUNTY, MARYLAND

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)
Per: [Signature] Sec 12-139
Per: [Signature] T.P. ART 12-108
Date: 2/12/03

**SIXTY-THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 2A)

THIS SIXTY-THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixty-Third Amendment") made as of the 5th of March, 2003, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-

Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, and the Sixtieth Amendment dated November 5, 2002, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixty-Third Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those

certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 2A of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 2A shown on the Condominium Plat entitled "Condominium Plat - Phase 2A The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 112, 113 & 114;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration**. As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 144 Condominium units and common elements in Section Five (the Windsor Condominium) for a total of 930 dwelling units.

3. **Definitions**. All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration**. All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion**. Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Deborah Miskow

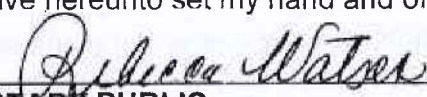
By:  (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 10th day of March, 2003, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

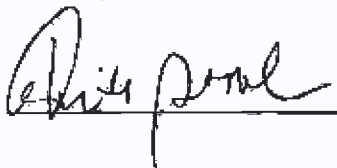
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

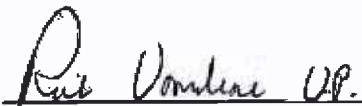

NOTARY PUBLIC

My Commission Expires: 4/25/05

ATTEST:

VENDOR/BUILDER:
NVR, INC.



By:  (SEAL)
Rick Vornadore, Vice President

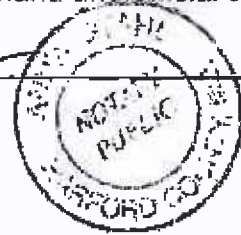
Notary on the next page

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 11 day of March, 2003, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/07

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17660, p. 0485, MSA_CE62_17515. Date available 03/02/2005. Printed 04/21/2017.

2

0017660 486

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)

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only, Fees, District, Property Tax ID No., Grantor, Grantee, Map, Parcel No., Var. LOG

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
8 Transferred To

9 Other Names to Be Indexed

10 Contact/Mail Information
Name: Cynthia Hirt Kent
Address: 3600 Crondall Lane Suite 105 Owings Mills Maryland 21117-2233

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Use Only - Do Not Write Below This Line
Transfer Number, Date Received, Dead Return No., Assigned Property No.

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)
Date: 3/4/05

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17660, p. 0486, MSA_CE62_17515. Date available 03/02/2005. Printed 04/21/2017.

Space Reserved for County Validation

MP FD SURF \$ 29.00
RECORDING FEE 25.00
TOTAL 54.00
Ref # 32372
LL BLK # 1705
3/4/05

rec'd by county after

DEC

YMS
Tax Bill
C.B. Credit
Ag. Tax/Other

Space Reserved for County Validation

TAX NOT REQUIRED
BALTIMORE COUNTY, MARYLAND

REMARKS
Per [Signature]
Date 3/4/05

22

0017946 326

PHFMA\213CFINAL64th
4/28/03 Windsor Phase 2B

SIXTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Windsor Condominium, Phase 2A)

THIS SIXTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixty-Fourth Amendment") made as of the 28th of April, 2003, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17946, p. 0326, MSA_CE62_17801. Date available 03/02/2005. Printed 04/21/2017.

Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, and the Sixty-Third Amendment dated March 5, 2003, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixty-Fourth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those

certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 2B of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 2B shown on the Condominium Plat entitled "Condominium Plat - Phase 2B The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 21, 22, 23;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 160 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 946 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

Signatures on the next page

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

[Signature]

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: [Signature] (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 29th day of April, 2003, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 4-25-05

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: [Signature] (SEAL)
Rick Vornadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

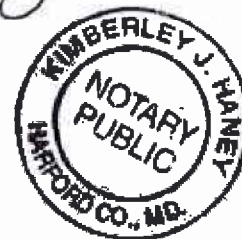
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 5TH day of MAY, 2003, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

0017946 331

2

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)

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

Court Clerk Recording Violation

MP FD SURE \$ 5.00
RECORDING FEE 20.00
TOTAL 25.00
Rec'd BUREAU Rec'd # 30209
SH DC Bk # 1283
MAY 06, 2003 11:55 am

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

5 Fees
Amount of Fees Doc. 1 Doc. 2
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).
District Property Tax ID No. (1) Grantor Liber/Folio Map Parcel No. Var. LOG
11th The Windsor Condominium at Perry Hall Farms Location/Address of Property Being Conveyed (2)
9507 Kingscroft Terrace Units A thru R excluding I and O
Other Property Identifiers (if applicable) Water Meter Account No.
Residential [X] or Non-Residential [] Fee Simple [] or Ground Rent [] Amount:
Partial Conveyance? [] Yes [X] No Description/Amt. of SqFt/Acreage Transferred:
If Partial Conveyance, List Improvements Conveyed:

7 Transferred From
Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s)
Perry Hall Farms Joint Venture and NVR, Inc.
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)
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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117 Phone: (410) 363-9600
Return to Contact Person [X]
Hold for Pickup []
Return Address Provided []

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER.
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: 19 Date Received: 19 Gen. Use:
Land Use:
Building Use:
Total:
TOWN CD: BALTIMORE COUNTY, MARYLAND

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 17946, p. 0331, MSA_CEE2_17801, Date available 03/02/2005, Printed 04/21/2017.

State reserved by County Verifier

REMARKS:
COUNTY TRANSFER TAX
Per [Signature] Doc 33-139
DATE OF RECORDED: 5/6/03
Date 5/6/03
Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldanrod - Preparer
AOC-CC-300 (6/95)

**SIXTY-FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 7)

THIS SIXTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixty-Fifth Amendment") made as of the 10th of June, 2003, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-

Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, and the Sixty-Fourth Amendment dated April 28, 2003, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixty-Fifth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the

covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 7 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 7 shown on the Condominium Plat entitled "Condominium Plat - Phase 7 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 25, folios 147, 148, 149.

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 176 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 962 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Severald H. Cincinger

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 1st day of June, 2003, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.



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

Rebecca Watson
NOTARY PUBLIC

Commission Expires: 4/25/05

ATTEST:

Kimberly J. Hays

VENDOR/BUILDER:
NVR, INC.

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

0018192.770

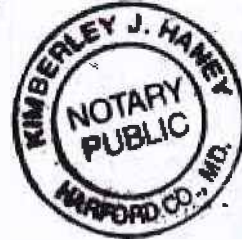
STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 13th day of June, 2003, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 5/01/05



CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

0018192.770A

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
Post BAE2 Rpt # 27894
TD Blk # 4340
Jan 13, 2003 11:15 am

1 Type(s) of Instrument: Deed, Mortgage, Other Amended Declaration
2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

Table with 2 main columns: Consideration Amount and Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Transfer Tax Consideration, Less Exemption Amount, Total Transfer Tax, Recordation Tax Consideration, TOTAL DUE.

Table with 2 main columns: Amount of Fees and Agent. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other, 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).

7 Transferred From: Doc. 1 - Grantor(s) Name(s), Doc. 2 - Grantor(s) Name(s), 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), 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: Rachel M. Hess, Esquire, Firm: Kantor, Winegrad & Hess, Address: 20 Crossroads Drive, Suite 215 Owings Mills, Maryland 21117-5419

11 Assessment Information: IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER. Assessment Info? Yes/No. Will the property being conveyed be the grantee's principal residence? Yes/No. Does transfer include personal property? Yes/No. Was property surveyed? Yes/No.

Assessment Use Only - Do Not Write Below This Line. Terminal Verification, Agricultural Verification, Whole, Partial, Process Verification. Transit Number, Date Received, Read Reference: Director of Assessments, BALTIMORE COUNTY, MARYLAND. Grid, Plat, Section, Gen. Ctr. Per: [Signature]

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95). Date: 6/18/03

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 18192, p. 07/08, MISA_CEB2_18047, Date available 02/02/2004, Printed 04/21/2007

**SIXTY-SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 3A)

THIS SIXTY-SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixty-Sixth Amendment") made as of the 30th of July, 2003, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-

Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, and the Sixty-Fifth Amendment dated June 30, 2003, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixty-Sixth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 18537, p. 0586, MSA_CE62_18392. Date available 03/17/2004. Printed 04/21/2017.

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 3A of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 3A shown on the Condominium Plat entitled "Condominium Plat - Phase 3A The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. *2e*, folios 15, 16, 17;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 192 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 978 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Deborah M. Crivinger

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton, TO WIT:

On this 31st day of July, 2003, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.



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

Debra Watson
NOTARY PUBLIC

My Commission Expires: 4-25-05

ATTEST:

Debra Watson

VENDOR/BUILDER:
NVR, INC.

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS
David Watson
COUNTY SOLICITOR

**SIXTY-SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 3B)

THIS SIXTY-SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixty-Seventh Amendment") made as of the 30th of September, 2003, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9,

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 18935, p. 0289, MSA_CE62_18790. Date available 05/13/2004. Printed 04/21/2017.

1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, and the Sixty-Sixth Amendment dated July 30, 2003, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixty-Sixth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 3B of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 3B shown on the Condominium Plat entitled "Condominium Plat - Phase 3B The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 26, folios 55, 56, 57;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 208 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 994 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

[Signature]

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: *[Signature]* (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 6th day of October, 2003, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes thereof, by signing in his representative capacity.



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

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/25/05

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: *[Signature]* (SEAL)
Rick Vornadore, Vice President

Notary on the next page

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 7th day of OCTOBER, 2003, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberly J. Haney
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
COUNTY SOLICITOR

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.

FD SURE \$ 20.00
RECORDING FEE 26.00
TOTAL 46.00
BA06 Recpt # 43792
BC Blk # 1743
09/2003 10:22 am

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

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, C.B. Credit, Ag. Tax/Other

4 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)

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
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills, Maryland 21117

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).

Table with columns: Terminal Verification, Agricultural Verification, Whole, Part, Trans. Process Verification, Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Land, Buildings, Total, Geo., Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. 6, Block, Lot

REMARKS:
COUNTY TRANSFER TAX
RECORDATION TAX
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)
Date: 10/9/03

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 18835, P. 0283, MSA, CE62, 18790. Date available 05/13/2004. Printed 04/21/2007.

SIXTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Windsor Condominium, Phase 10A)

THIS SIXTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixty-Eighth Amendment") made as of the 30th of September, 2003, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 19164, p. 0318, MSA_CE62_19019. Date available 09/30/2005. Printed 04/21/2017.

Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, and the Sixty-Seventh Amendment dated September 30, 2003, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixty-Eighth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 10A of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 10A shown on the Condominium Plat entitled "Condominium Plat - Phase 10A The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 26, folios 99-101;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 224 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1010 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Sharon Wilson

By: [Signature] (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF HAMILTON TO WIT:

On this 18th day of November, 2003, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes thereof and he acknowledged by signing in his representative capacity.



NOTARY WITNESS WHEREOF, I have hereunto set my hand and official seal.
[Signature]
NOTARY PUBLIC
My Commission Expires: 4/25/05

ATTEST:

VENDOR/BUILDER:
NVR, INC.

[Signature]

By: [Signature] (SEAL)
Rick Vornadore, Vice President

Notary on the next page

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 19164, p. 0321, MSA_CE62_19019. Date available 09/30/2005. Printed 04/21/2017.

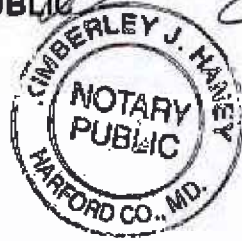
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 14th day of November, 2003, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Hanes
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
COUNTY SOLICITOR

2

0019164 323

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)

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

FD SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
BAG2 RPT # 43656
TD BIK # 4024
MAY 17, 2003 10:02 am

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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)

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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, P.L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills, Maryland 21117
Phone: (410) 363-9600

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Yes/No Will the property being conveyed be the grantee's principal residence?
Yes/No Does transfer include personal property? If yes, identify.

Assessment Use Only - Do Not Write Below This Line
Table with columns: Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification

REMARKS:
COUNTY TRANSFER TAX
RECORDATION TAX
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 19164, p. 0323, MSA_CE62_19019, Date available 09/30/2005, Printed 04/21/2017.

Space Reserves for County Use Only

**SIXTY-NINTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Windsor Condominium, Phase 10B)**

THIS SIXTY-NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Sixty-Ninth Amendment") made as of the 5th of January, 2004, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-

Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, and the Sixty Eighth Amendment dated November 11, 2003, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Sixty-Ninth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 10B of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 10B shown on the Condominium Plat entitled "Condominium Plat - Phase 10B The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 21, folios 001-003 ;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 2404 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1026 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Deborah H. Cooney

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF HAMILTON, TO WIT:

On this 7th day of February, 2004, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.



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

Rebecca Watson
NOTARY PUBLIC

My Commission Expires: 4/25/05

ATTEST:

Alison Powell

VENDOR/BUILDER:
NVR, INC.

By: *Rick Vornadore* (SEAL)
Rick Vornadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
COUNTY SOLICITOR

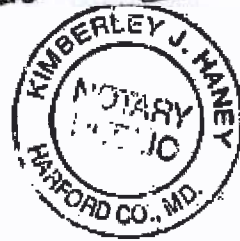
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 15TH day of JANUARY, 2004, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

0019445 032

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)

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

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills, Maryland 21117
Phone: (410)363-9600

11 Assessment Information
Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification

REMARKS
COUNTY TRANSFER TAX
RECORDATION TAX
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95)

Vertical text on the left margin: Date available 06/11/2004, Printed 04/21/2017.

Vertical text on the right margin: Clerk Recording Validation

Handwritten notes on the right: REP TO SURE \$ 20.00, RECORDING FEE 20.00, TOTAL 40.00, Rep # 32228, Blk # 2443, Jan 14, 2004, 11:29 am

DEC- CONDO - APPROVED - BY LAW OFFICE

DEC

Handwritten initials: CH

Handwritten notes at the bottom: TAX NOT REQUIRED, BALTIMORE COUNTY, MARYLAND, Ser 33-139, P. ART 12-10, 1-1404

**SEVENTIETH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 12)

THIS SEVENTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventieth Amendment") made as of the 1st of March, 2004, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-

Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, the Sixty-Eighth Amendment dated November 11, 2003, and the Sixty-Ninth Amendment dated January 5, 2004, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventieth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 12 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 12 shown on the Condominium Plat entitled "Condominium Plat - Phase 12 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 22, folios 45-47 ;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 256 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1042 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Samuel H. Canning

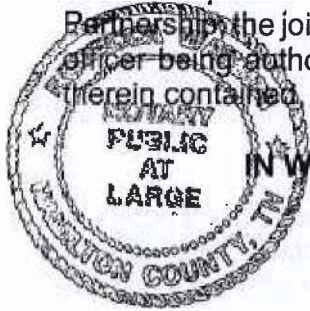
DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
for David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 8th day of March, 2004, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.



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

Debra Watson
NOTARY PUBLIC

My Commission Expires: 4/2005

ATTEST:

[Signature]

VENDOR/BUILDER:
NVR, INC.

By: Rick Vornadore (SEAL)
Rick Vornadore, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
COUNTY SOLICITOR

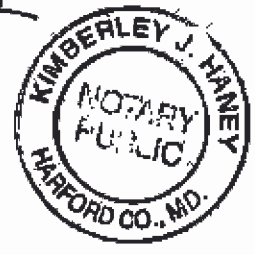
STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

On this 9TH day of March, 2004, before the undersigned officer, personally appeared Rick Vornadore, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Hanel
NOTARY PUBLIC

My Commission Expires: 5/1/05



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 19720, p. 0100, MSA_CE62_19575. Date available 06/17/2004. Printed 04/21/2017.

2

0019720 101

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.

Stamp: Recording Violation, LRP FD SURE \$ 20.00, RECORDING FEE 20.00, TOTAL 40.00, RCP# 73839, BK # 1928, 10:30 am

1 Type(s) of Instruments: Deed, Mortgage, Other Amended Declaration, etc.
2 Conveyance Type: Improved Sale, Unimproved Sale, etc.
3 Tax Exemptions: Recordation, State Transfer, County Transfer

Table with 2 columns: Consideration and Tax Calculations, Finance Office Use Only. Rows include Purchase Price/Consideration, Transfer Tax Consideration, etc.

Table with 4 columns: Amount of Fees, Doc. 1, Doc. 2, Agent. Rows include Recording Charge, Surcharge, State Recordation Tax, etc.

Description of Property: SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed... Perry Hall Farms, 9606 Amberleigh Lane, Units A thru R excluding I and O

7 Transferred From: Doc. 1 - Grantor(s) Name(s) Perry Hall Farms Joint Venture and NVR, Inc.

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: Cynthia Hitt Kent, Firm: Law Office of Cynthia Hitt Kent, L.L.C., Address: 3600 Grandall Lane, Suite 105 Owings Mills, Maryland 21117

11 Assessment Information: IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER. Assessment Yes/No, Will the property being conveyed be the grantee's principal residence?

Assessment Use Only - Do Not Write Below This Line: Terminal Verification, Agricultural Verification, Whole, Part, Term. Process Verification, Transfer Number, Date Received, Used Reference, Assessed Property No.

REMARKS: COUNTY TRANSFER TAX, RECORDATION TAX, Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95), Date: 03-10-04

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 19720, p. 0101, MSA_CE62_19575, Date available 06/17/2004, Printed 04/21/2017.

Stamp: State Reserved for County Verification

**SEVENTY-FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 13)

THIS SEVENTY-FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventy-First Amendment") made as of the 5th of April, 2004, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-

Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, the Sixty Eighth Amendment dated November 11, 2003, the Sixty-Ninth Amendment dated January 1, 2004 and the Seventieth Amendment dated March 1, 2004, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventy-First Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 13 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 13 shown on the Condominium Plat entitled "Condominium Plat - Phase 13 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 22, folios 65-67;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 272 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1042 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 19866, p. 0748, MSA_CE62_19721. Date available 06/29/2004. Printed 04/21/2017.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Debra H. Skow
PE Baluy

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF *Hamilton*, TO WIT:

On this *5th* day of *April*, 2004, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing in his representative capacity.



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

Rebecca Watson
NOTARY PUBLIC

My Commission Expires: *4/25/05*

ATTEST:

PE Baluy

VENDOR/BUILDER:
NVR, INC.

By: *Kevin Kerwin* (SEAL)
Kevin Kerwin, Vice President

Notary on the next page



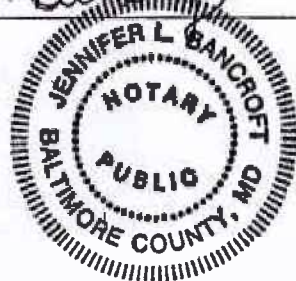
STATE OF MARYLAND
COUNTY OF Baltimore, TO WIT:

On this 2nd day of April, 2004, before the undersigned officer, personally appeared Kevin Kerwin, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

JENNIFER L. BANCROFT
NOTARY PUBLIC OF
BALTIMORE COUNTY, MARYLAND
My Commission Expires May 15, 2008

Jennifer L. Bancroft
NOTARY PUBLIC



My Commission Expires: _____

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

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)

1 Type(s) of Instruments: Deed, Mortgage, Other Amended, Declaration, Other. 2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale. 3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer.

4 Consideration and Tax Calculations: Table with columns for Consideration Amount and Finance Office Use Only. Includes rows for Purchase Price, Mortgage, Balance of Existing Mortgage, and Full Cash Value.

5 Fees: Table with columns for Amount of Fees, Doc. 1, and Doc. 2. Includes rows for Recording Charge, Surchage, State Recordation Tax, State Transfer Tax, County Transfer Tax, and 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). Includes fields for District, Property Tax ID No., Grantor Liber/Folio, Map, Parcel No., and Var. LOG.

7 Transferred From: Doc. 1 - Grantor(s) Name(s) Perry Hall Farms Joint Venture and NVR, Inc. 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: Cynthia Hitt Kent, Firm: Law Office of Cynthia Hitt Kent, L.L.C., Address: 3600 Crondall Lane, Suite 105 Owings Mills, Maryland 21117.

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.

Assessment Use Only - Do Not Write Below This Line: Table with columns for Terminal Verification, Agricultural Verification, Whole, Part, Trans. Process Verification. Includes rows for Year, Land, Buildings, Total, and Remarks.

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (6/95). COUNTY TRANSFER TAX, RECORDATION TAX. Date: 9/20/04.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 19866, p. 0751, MSA_CE62_19721. Date available 06/29/2004. Printed 04/21/2017.

Vertical text on the right edge: Court Clerk Recording Vacation

**SEVENTY-SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 11)

THIS SEVENTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventy-Second Amendment") made as of the 1st of June, 2004, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 20220, p. 0358, MSA_CE62_20075. Date available 08/06/2004. Printed 04/21/2017.

Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, the Sixty Eighth Amendment dated November 11, 2003, the Sixty-Ninth Amendment dated January 1, 2004, the Seventieth Amendment dated March 1, 2004, and the Seventy-First Amendment dated April 5, 2004, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventy-Second Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 11 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 11 shown on the Condominium Plat entitled "Condominium Plat - Phase 13 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 27, folios 127-129;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 288 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1058 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Seborah W. Curing

DECLARANT:

PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: David S. Gonzenbach (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE

COUNTY OF Hamilton , TO WIT:

On this 24 day of June, 2004, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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



Rebecca Watson
NOTARY PUBLIC

My Commission Expires 4/25/05

ATTEST:

Dick Stahl

VENDOR/BUILDER:
NVR, INC.

By: Ed Levendusky (SEAL)
Ed Levendusky, Vice President

Notary on the next page

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

[Signature]
DIRECTOR

STATE OF MARYLAND
COUNTY OF HARFORD TO WIT:

On this 10th day of June, 2004, before the undersigned officer, personally appeared Ed Levendusky, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

[Signature]
NOTARY PUBLIC



My Commission Expires: 4/1/07

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]

CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117**

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)

Recording Jurisdiction

MDP FD SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
Rec'd BADA Rpt # 55468
JLF Blk # 2350
Jun 11, 2004 10:53 AM

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

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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).

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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117 Phone: (410) 363-9600

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:...

Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification
Transfer Number, Date Received, Deed Reference, Assigned Property No.
Year, Land, Buildings, Total, Geo. Zoning, Use, Parcel, Ex. St., Town Cd.
TAX NOT REQUIRED Director of Budget and Finance BALTIMORE COUNTY, MARYLAND

REMARKS
COUNTY TRANSFER TAX
RECORDATION TAX
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preprint, AOC-CC-300 (6/95)

State Department of Assessments and Taxation, P.O. Box 34, Annapolis, MD 21404, Printed on 12/20/01

**CONFIRMATORY AND RESTATED SEVENTY-SECOND AMENDMENT
TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Windsor Condominium, Phase 11)**

THIS CONFIRMATORY AND RESTATED SEVENTY-SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Confirmatory and Restated Seventy-Second Amendment") made as of the 1st of June, 2004, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

THIS CONFIRMATORY AND RESTATED SEVENTY SECOND AMENDMENT IS FOR THE PURPOSE OF CORRECTING REFERENCES TO PHASE 13 THAT SHOULD BE PHASE 11, AS PHASE 11 IS THE PHASE BEING ANNEXED PURSUANT TO THIS INSTRUMENT.

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-

Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, the Sixty Eighth Amendment dated November 11, 2003, the Sixty-Ninth Amendment dated January 1, 2004, the Seventieth Amendment dated March 1, 2004, and the Seventy-First Amendment dated April 5, 2004, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Confirmatory and Restated Seventy- Second Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 11 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 11 shown on the Condominium Plat entitled "Condominium Plat - Phase 11 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 27, folios 127; 128, 129;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 288 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1058 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Doreen J. Niskow By:

[Signature] (SEAL)
David S. Gonzenbach, President

NOTARY PARAGRAPH ON THE NEXT PAGE

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
COUNTY SOLICITOR

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 15th day of June, 2004, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.



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

Rebecca Watson
NOTARY PUBLIC

My Commission Expires: 4/25/05

VENDOR/BUILDER:
NVR, INC.

ATTEST:

Alvin Stone By: Ed Levendusky (SEAL)
Ed Levendusky Vice President

STATE OF MARYLAND
COUNTY OF Anne Arundel, TO WIT:

On this 16th day of June, 2004, before the undersigned officer, personally appeared Ed Levendusky, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

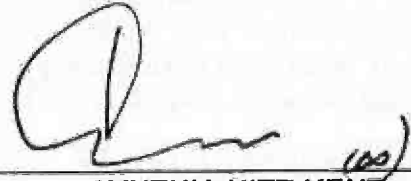
Alvin Stone
NOTARY PUBLIC



My Commission Expires: 4/1/07

CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.



CYNTHIA HITT KENT

**AFTER RECORDING,
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

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)

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

FD SURE \$ 20.00
RECORDING FEE 20.00
TOTAL 40.00
Rest BABS RPT # 81706
CR BIK # 3328
Jan 18, 2004 10:42 am

4 Consideration and Tax Calculations
Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration

5 Fees
Table with columns: Amount of Fees, Doc. 1, Doc. 2, Agent, Tax Bill, 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)(l).

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: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills, Maryland 21117 Phone: (410) 363-9680

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Assessment Use Only - Do Not Write Below This Line

Table with columns: Transfer Number, Date Received, Deed Reference, Assessed Property No., Year, Land, Buildings, Total, Zoning, Use, Town Cd., Map, Sub, Plat, Lot, Block, Parcel, Dec. Cd.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 20265, p. 0458, MSA_CE62_20120, Date available 08/12/2004. Printed 04/21/2017.

Space Reserved for County Verification

COUNTY TRANSFER TAX
RECORDATION TAX
Date 6-18-04

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

**SEVENTY-THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

(Annexing The Windsor Condominium, Phase 8)

THIS SEVENTY-THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventy-Third Amendment") made as of the 21st of September, 2004, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-

Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, the Sixty Eighth Amendment dated November 11, 2003, the Sixty-Ninth Amendment dated January 1, 2004, the Seventieth Amendment dated March 1, 2004, the Seventy-First Amendment dated April 5, 2004, and the Confirmatory and Restated Seventy-Second Amendment dated June 1, 2004, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventy-Third Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 8 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 8 shown on the Condominium Plat entitled "Condominium Plat - Phase 8 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 28, folios 54-56 ;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 304 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1074 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

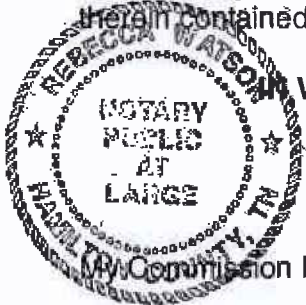
DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Andrew J. Thomas

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 28th day of September, 2004, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing in his representative capacity.



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

Rebecca Watson

NOTARY PUBLIC

My Commission Expires: 4/25/05

ATTEST:

VENDOR/BUILDER:
NVR, INC.

[Signature]

By: *Ed Levensky* (SEAL)
Ed Levensky, Vice President

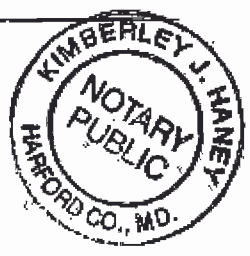
*Reviewed Per Balt' more County
requirements
[Signature]
Asst. Co. Atty.*

STATE OF MARYLAND
COUNTY OF Baltimore, TO WIT:

On this 29 day of SEPTEMBER, 2004, before the undersigned officer, personally appeared Ed Levendusky, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Kimberley J. Haney
NOTARY PUBLIC



My Commission Expires: 5/1/05

CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent

CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

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

1 Type(s) of Instruments
2 Conveyance Type
3 Tax Exemptions (if Applicable)

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, etc.

Table with columns: Amount of Fees, Doc. 1, Doc. 2. Rows include Recording Charge, Surcharge, State Recordation Tax, etc.

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)

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
Name: Cynthia Hitt Kent
Firm: Law Office of Cynthia Hitt Kent, L.L.C.
Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117

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?

Assessment Use Only - Do Not Write Below This Line
Transfer Number:
Year: 19
Land Use:
Buildings:
Total:
TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)
RECORDATION TAX
Date: 10/4/04

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 20778, p. 0364, MSA_C662_20633. Date available 10/28/2004. Printed 04/21/2017.

viewed by co attorney

Source: Register of Deeds, Baltimore County, Maryland

RECORDING FEE
SM 20778
Oct 04, 2004 03:03 PM

**SEVENTY-FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**
(Annexing The Windsor Condominium, Phase 9A)

THIS SEVENTY-FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventy-Fourth Amendment") made as of the 21st of September, 2004, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-

Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, the Sixty Eighth Amendment dated November 11, 2003, the Sixty-Ninth Amendment dated January 1, 2004, the Seventieth Amendment dated March 1, 2004, the Seventy-First Amendment dated April 5, 2004, the Confirmatory and Restated Seventy-Second Amendment dated June 1, 2004, and the Seventy-Third Amendment dated September 21, 2004, the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventy-Fourth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 9A of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 9A shown on the Condominium Plat entitled "Condominium Plat - Phase 9A The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 29, folios 31-33;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 320 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1090 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

[Handwritten signature]

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: *[Handwritten signature]* (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 9th day of November, 2004, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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



[Handwritten signature]

NOTARY PUBLIC

Commission Expires: 4/25/05

ATTEST:

[Handwritten signature]

VENDOR/BUILDER:
NVR, INC.

By: *[Handwritten signature]* (SEAL)
Ed Levendusky, Vice President

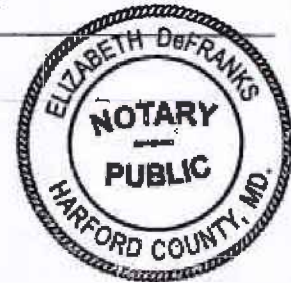
4
[Handwritten signature]
Asst. Co. Atty

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 10 day of November, 2004, before the undersigned officer, personally appeared Ed Levendusky, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Elizabeth D. Franks
NOTARY PUBLIC



My Commission Expires: 2/19/05

CERTIFICATION

I **HEREBY CERTIFY** that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

0020991 234

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)

Main form containing sections: Type(s) of Instruments, Conveyance Type, Tax Exemptions, Consideration and Tax Calculations, Fees, Description of Property, Transferred From, Transferred To, Other Names to Be Indexed, Contact/Mail Information, and Assessment Information.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 20991, p. 0234, MSA_CE62_20846, Date available 12/03/2004, Printed 04/21/2017.

Special Services Clerk Recording Validation

FD SURF \$ 26.00
RECORDING FEE 26.00
TOTAL 48.00
BAG1 Rpt # 51878
DM Blk # 2617
16r E004 03:32 PM

Special Services Clerk Recording Validation

TAX NOT REQUIRED
COUNTY FINANCE TAX
Per [Signature] Sec 33-139
Date 11/10/04
TT. ART 12-108

**SEVENTY-FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.**

(Annexing The Windsor Condominium, Phase 9B)

THIS SEVENTY-FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventy-Fifth Amendment") made as of the 15th of February, 2005, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-

Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1, 2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, the Sixty Eighth Amendment dated November 11, 2003, the Sixty-Ninth Amendment dated January 1, 2004, the Seventieth Amendment dated March 1, 2004, the Seventy-First Amendment dated April 5, 2004, the Confirmatory and Restated Seventy-Second Amendment dated June 1, 2004; the Seventy-Third Amendment dated September 21, 2004; and the Seventy-Fourth Amendment dated November 10, 2004; the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventy-Fifth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 9B of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 9B shown on the Condominium Plat entitled "Condominium Plat - Phase 9B The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 29, folios 110-112;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 336 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1106 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

Jebarah A. Hayes

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

STATE OF TENNESSEE
COUNTY OF Hamilton, TO WIT:

On this 16th day of February, 2005, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.



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

Rebecca Watson
NOTARY PUBLIC

My Commission Expires: 4-25-05

ATTEST:

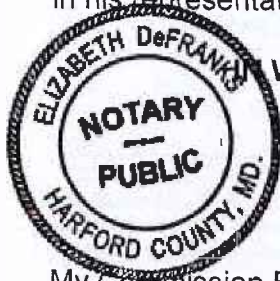
Elyseeth De Tramm

VENDOR/BUILDER:
NVR, INC.

By: *Ed Levensky* (SEAL)
Ed Levensky, Vice President

STATE OF MARYLAND
COUNTY OF Harford, TO WIT:

On this 17 day of February, 2005, before the undersigned officer, personally appeared Ed Levendusky, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.



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

Elizabeth DeFranko
NOTARY PUBLIC

My Commission Expires: 2/1/09

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

[Signature]
CYNTHIA HITT KENT

**AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT**
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

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

[Signature]
Assistant County Attorney
Baltimore County Office of Law

**SEVENTY-SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Windsor Condominium, Phase 14)**

THIS SEVENTY-SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventy-Sixth Amendment") made as of the 15th of May, 2005, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1,

2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, the Sixty Eighth Amendment dated November 11, 2003, the Sixty-Ninth Amendment dated January 1, 2004, the Seventieth Amendment dated March 1, 2004, the Seventy-First Amendment dated April 5, 2004, the Confirmatory and Restated Seventy-Second Amendment dated June 1, 2004; the Seventy-Third Amendment dated September 21, 2004; the Seventy-Fourth Amendment dated November 10, 2004 the Seventy-Fifth Amendment dated February 15, 2005; the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventy-Sixth Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 14 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 14 shown on the Condominium Plat entitled "Condominium Plat - Phase 14 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 30, folios 005, 006, 007;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 352 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1122 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Peleon Watson

By: *[Signature]* (SEAL)
David S. Gonzenbach, President

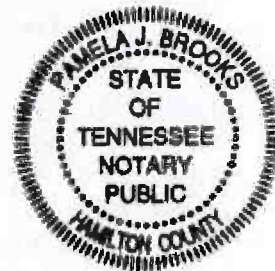
STATE OF TENNESSEE
COUNTY OF *Hamilton*, TO WIT:

On this *24th* day of *May*, 2005, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Pamela J. Brooks
NOTARY PUBLIC

My Commission Expires: *June 21, 2008*



ATTEST:

VENDOR/BUILDER:
NVR, INC.

Elizabeth DeTrambor

By: *[Signature]* (SEAL)
Ed Levendusky, Vice President

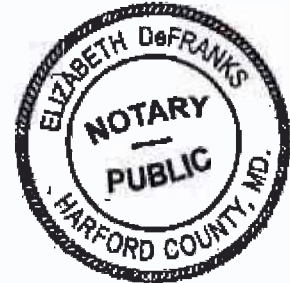
STATE OF MARYLAND
COUNTY OF Harford ED. TO WIT:

On this 31 day of May, 2005, before the undersigned officer, personally appeared Ed Levendusky, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Elizabeth DeFranks
NOTARY PUBLIC

My Commission Expires: 2/1/09



CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

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

[Signature]
Assistant County Attorney
Baltimore County Office of Law

00219841 1102

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)

RECORDING FEE \$ 20.00
CR 81K-4 513
11:03 am

Deed Mortgage Other Amended Other
 Deed of Trust Lease Declaration
 Convoyance Type Check Box: Improved Sale Arms-Length [1] Unimproved Sale Arms-Length [2] Multiple Accounts Arms-Length [3] Not an Arms-Length Sale [9]

Tax Exemptions (if Applicable) Cite or Explain Authority

Consideration	
Purchase Price/Consideration	\$
Any New Mortgage	\$
Balance of Existing Mortgage	\$
Other:	\$
Other:	\$
Full Cash Value	\$

Fees

Recording Charge	\$	\$
Surcharge	\$	\$
State Recordation Tax	\$	\$
State Transfer Tax	\$	\$
County Transfer Tax	\$	\$
Other	\$	\$
Other	\$	\$

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).

11 DECLARATION

The Windsor Condominium at 74/7 26,881 Sq Ft
 4500 Dunton Terrace units A thru R excluding I&O

Transferred From: Perry Hall Farms Joint Venture and NVR Inc.

Transferred To:

Other Names to Be Indexed:

Contact/Mail Information
 Name: Cynthia Hitt Kent
 Firm: Law Office of Cynthia Hitt Kent L.L.C.
 Address: 3600 Crondall Lane, Suite 105 Owings Mills Maryland 21117 Phone: (410) 363-9600

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).

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 21891, p. 0172, MSA_CEB2_2181B, Data available 06/08/2005, Printed 04/21/2017.

Space Reserved for County Validation

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldendrod - Preparer
AOC-CC-300 (8/95)

RECORDED
Date 06-02-05 T.P. ART 12-108

**SEVENTY-SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PERRY HALL FARMS MASTER ASSOCIATION, INC.
(Annexing The Windsor Condominium, Phase 15)**

THIS SEVENTY-SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PERRY HALL FARMS MASTER ASSOCIATION, INC. (hereinafter referred to as the "Seventy-Seventh Amendment") made as of the 8th of July 2005, by PERRY HALL FARMS JOINT VENTURE (hereinafter referred to as the "Declarant" or "Developer") and NVR, INC. (hereinafter referred to as the "Builder/Vendor").

EXPLANATORY STATEMENT

A. The Declarant is the owner of certain real property located in the 11th Election District of Baltimore County, Maryland, more particularly described below and on the subdivision plats for Perry Hall Farms recorded (or intended to be recorded) among the Land Records of Baltimore County, Maryland. The Declarant is developing and will develop a residential community consisting of five (5) Sections (homeowners associations and condominium regimes) and approximately 1134 Lots or Units on the aforesaid tract to be known as the "Perry Hall Farms Community."

B. By Declaration of Covenants, Conditions and Restrictions dated December 5, 1997, recorded among the Land Records of Baltimore County in Liber 0012575 folio 214 (the "Master Declaration"), the Declarant subjected Section One of the Perry Hall Farms Community, known as The Meadows at Perry Hall Farms, to the Master Association. By First Amendment to Declaration dated September 15, 1998 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Two, known as The Fields, and an additional phase of Section Two, known as The Coach House Condominium, to the Master Association. By Second Amendment dated September 15, 1998, Third Amendment dated March 25, 1999, Fifth Amendment dated June 2, 1999, Sixth Amendment dated June 30, 1999, Tenth Amendment dated September 1, 1999, Twelfth Amendment dated November 22, 1999, Thirteenth Amendment dated January 3, 2000, Fifteenth Amendment dated January 3, 2000, Seventeenth Amendment dated March 15, 2000, Nineteenth Amendment dated April 2000, Twenty-First Amendment dated July 15, 2000, Twenty-Second Amendment dated July 15, 2000, Twenty-Fourth Amendment dated September 1, 2000, and Twenty-Seventh Amendment dated October 1, 2000, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Two, known as The Coach House Condominium, to the Master Association. By Fourth Amendment dated March 25, 1999, Seventh Amendment dated June 30, 1999, Eighth Amendment dated August 9, 1999, and Ninth Amendment dated September 1, 1999, Fourteenth Amendment dated January 3, 2000, Sixteenth Amendment dated November 22, 1999, Eighteenth Amendment dated April 10, 2000, Twentieth Amendment dated May 8, 2000, Twenty-Third Amendment dated July 15, 2000, Twenty-Fifth Amendment dated September 1,

2000, Twenty-Sixth Amendment dated October 1, 2000, Twenty-Eighth Amendment dated December 1, 2000, Thirtieth Amendment dated February 8, 2001, and Thirty-Second Amendment dated April 1, 2001, the Thirty-Fifth Amendment dated April, 2001, Thirty-Seventh Amendment dated August 1, 2001, the Thirty-Ninth Amendment dated September 1, 2001, the Forty-Fourth Amendment dated November 15, 2001, the Fiftieth Amendment dated March 22, 2002, the Fifty-Second Amendment dated March 25, 2002, the Fifty Fourth Amendment dated July 15, 2002, the Fifty Seventh Amendment dated August 15, 2002, the Fifty Eighth Amendment dated October 4, 2002, the Fifty-Ninth Amendment dated November 4, 2002, the Sixty-First Amendment dated December 31, 2002, and the Sixty-Second Amendment dated January 31, 2003, each recorded in the Land Records of Baltimore County, the Declarant subjected additional phases of Section Five, known as The Garden Condominium, to the Master Association. By Eleventh Amendment dated September 1, 1999 and recorded in the Land Records of Baltimore County, the Declarant subjected an additional phase of Section Four, consisting of 28 lots in The Fields, to the Master Association. By Twenty-Ninth Amendment dated December 1, 2000, Thirty-First Amendment dated March 1, 2001, Thirty-Third Amendment dated April 24, 2001, Thirty-Fourth Amendment dated April 24, 2001, Thirty-Sixth Amendment dated June 2001, Thirty-Eighth Amendment dated August 1, 2001, Fortieth Amendment dated September 1, 2001, Forty-Second Amendment dated October 1, 2001, the Forty-Fifth Amendment dated November 15, 2001, the Forty-Sixth Amendment dated January 15, 2002, the Forty-Eighth Amendment dated February 15, 2002, and the Forty-Ninth Amendment dated March 22, 2002, the Declarant subjected additional phases of Section Five, known as The Carriage House Condominium, to the Master Association. By Forty-First Amendment dated September 1, 2001, Forty-Third Amendment dated November 15, 2001, Forty-Seventh Amendment dated February 15, 2002, Fifty-First Amendment dated March 25, 2002, the Fifty-Third Amendment dated June 1, 2002, the Fifty-Fifth Amendment dated August 15, 2002, the Fifty-Sixth Amendment dated August 15, 2002, the Sixtieth Amendment dated November 5, 2002, the Sixty-Third Amendment dated March 5, 2003, the Sixty-Fourth Amendment dated April 28, 2003, the Sixty-Fifth Amendment dated June 30, 2003, the Sixty-Sixth Amendment dated July 30, 2003, the Sixty-Seventh Amendment dated September 30, 2003, the Sixty Eighth Amendment dated November 11, 2003, the Sixty-Ninth Amendment dated January 1, 2004, the Seventieth Amendment dated March 1, 2004, the Seventy-First Amendment dated April 5, 2004, the Confirmatory and Restated Seventy-Second Amendment dated June 1, 2004; the Seventy-Third Amendment dated September 21, 2004; the Seventy-Fourth Amendment dated November 10, 2004 the Seventy-Fifth Amendment dated February 15, 2005; and the Seventy-Sixth Amendment dated May 15, 2005 the Declarant subjected additional phases of Section Three, known as The Windsor Condominium, to the Master Association.

D. As contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described below to the property subjected to the aforesaid Master Declaration.

E. The Builder/Vendor hereby joins in this Seventy-Seventh Amendment to the extent that the Builder/Vendor is the owner/builder/vendor of some of the real property which is the subject of this amendment.

NOW, THEREFORE, for the purposes aforesaid, the Declarant and Vendor do hereby state and declare as follows:

1. **Submission of Additional Property to the Master Declaration and the Master Association.** The Declarant and the Vendor desire to and do hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the 11th Election District of Baltimore County, Maryland, more particularly described as follows:

All those Units, Common Elements and parcels of land known and described as Phase 15 of The Windsor Condominium at Perry Hall Farms, as shown on the Plat entitled "Resubdivision Plat of a Portion of Section Three, Perry Hall Farms" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 74, folio 7, and as further described as:

Phase 15 shown on the Condominium Plat entitled "Condominium Plat - Phase 15 The Windsor Condominium at Perry Hall Farms, Inc." recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M.

30, folios 43-45;

TOGETHER with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in said Plat.

2. **Property Subject to the Declaration.** As provided in the Declaration, the Property described herein is annexed into the Master Association and is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to annex the Property described above into the Master Association and to subject the Property to the covenants, conditions and restrictions of the Declaration. The Master Association, as expanded hereby, consists of 103 single family lots in Section One (the Meadows); 78 single family lots and parcels of land in Section Two and Section Four (the Fields); 108 Condominium townhouse units and common elements in Section Two (the Coach House Condominium); 340 Condominium units and common elements in Section Five (the Garden Condominium); 89 townhouse lots and parcels of land in Section Four (the Townes); 68 Condominium townhouse units and common elements in Section Five (the Carriage House Condominium); 368 Condominium units and common elements in Section Three (the Windsor Condominium) for a total of 1154 dwelling units.

3. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

4. **Other Terms of the Declaration.** All other terms of the Declaration not herein amended shall remain in full force and effect.

5. **Further Expansion.** Declarant reserves the right to further annex additional property into the Association as provided for in the Declaration.

IN WITNESS WHEREOF, the Declarant, Perry Hall Farms Joint Venture, and the Vendor/Builder, NVR, Inc. have caused these presents to be executed in their names and by their authorized representatives as of the day and year first above written.

ATTEST:

DECLARANT:
PERRY HALL FARMS JOINT VENTURE
BY: JTL-PERRY HALL ASSOCIATES, LP
BY: JTL CORPORATION, GP

Rebecca Watson

By: *David S. Gonzenbach* (SEAL)
David S. Gonzenbach, President

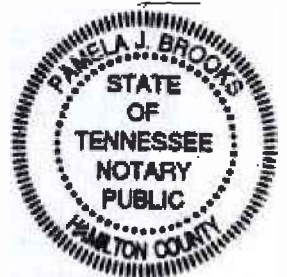
STATE OF TENNESSEE
COUNTY OF *Hamilton*, TO WIT:

On this *11th* day of *July*, 2005, before the undersigned officer, personally appeared David S. Gonzenbach, who acknowledged himself to be the President of JTL Corporation, the corporate General Partner of JTL-Perry Hall Associates Limited Partnership, the joint venture partner of Perry Hall Farms Joint Venture and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Pamela J. Brooks
NOTARY PUBLIC

My Commission Expires: *June 24, 2008*



ATTEST:

VENDOR/BUILDER:
NVR, INC.

Charlotte DeGrack

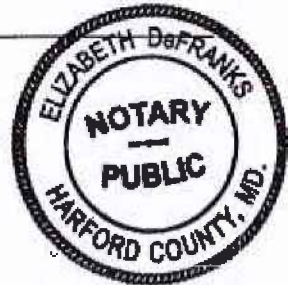
By: *Ed Levendusky* (SEAL)
Ed Levendusky, Vice President

STATE OF MARYLAND
COUNTY OF Hartford, TO WIT:

On this 12 day of July, 2005, before the undersigned officer, personally appeared Ed Levendusky, who acknowledged himself to be the Vice President of NVR, Inc., the corporate Vendor/Builder and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in his representative capacity.

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

Elizabeth DeFranks
NOTARY PUBLIC



My Commission Expires: 2/1/09

CERTIFICATION

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals for the State of Maryland.

Cynthia Hitt Kent ^{1/24/09} ^{signed by: Linda J. Truman}
CYNTHIA HITT KENT

AFTER RECORDING
PLEASE RETURN TO:
CYNTHIA HITT KENT
Watermark Press Building
3600 Crondall Lane, Suite 105
Owings Mills, Maryland 21117

Reviewed for legal sufficiency
per Balto. Co. Code
[Signature]
Asst.-Co. Attorney

2

0022180 435

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)

Form with sections 1-11: Type(s) of Instruments, Conveyance Type, Tax Exemptions, Consideration and Tax Calculations, Fees, Description of Property, Transferred From, Transferred To, Other Names to Be Indexed, Contact/Mail Information, and Assessment Information.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 22180, B. 0435, MSA_CE62_22035, Date available 07/20/2005. Printed 04/21/2012.

Circuit Clerk Recording Validation

INSURE \$ 20.00
RECORDING FEE 20.00
RECORDING 40.00
RECORDING CR RCP: \$ 9917
BLK # 1541

Source Reserved for County Validation

TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND

BALTIMORE COUNTY TRANSFER TAX
Sec 89-169

RECORDATION TAX
T.P. ART 12-108
7/12/05
Pink - Chief of Finance
Goldenrod - Prepares
AOC-CC-300 (6/95)

PERRY HALL FARMS MASTER ASSOCIATION, INC.
 1,134 LOTS/UNITS
 *PROPOSED BUDGET

Acct. #	Budget
Description	Budget
INCOME:	
6310 Owner Payments	\$68,040.00
Total Income	\$68,040.00
Expenses:	
Administrative:	
7010 Management Fees	\$27,216.00
7140 Audit Fees	\$800.00
7160 Legal Fees	\$4,000.00
7260 Postage & Mail	\$2,000.00
7280 Insurance	\$3,000.00
7430 Federal Taxes	\$500.00
7440 State Taxes	\$500.00
7890 Miscellaneous	\$300.00
Total Administrative	\$38,316.00
Contracted Services:	
8510 Landscaping	\$10,000.00
9090 Entrance Signs	\$750.00
9610 Lawn Maintenance	\$15,974.00
Total Contracted Services	\$26,724.00
Total Operating Expenses	\$65,040.00
Reserves:	
9920 Entrance Monuments	\$3,000.00
Total Expenses	\$68,040.00

\$ 5.00 PER LOT/ UNIT PER MONTH

EXHIBIT 4

000164

*The Budget furnished with this Disclosure is only a pro forma annual budget for the Association. There is no actual budget for the Association for the Association's first Assessment Year, ending December 31, 1998; since it is not anticipated that the Association will require the expenditure of funds for its stated purposes during the first Assessment Year. By written agreement with the Developer, the Developer has agreed to fund all deficits and short falls in the costs and expenses applicable to the use and operation of the Association for the First Assessment Year.

000165

PERRY HALL FARMS MASTER ASSOCIATION, INC.

**INFORMAL ORGANIZATIONAL ACTION
OF THE BOARD OF DIRECTORS**

December 29, 1997

The undersigned, constituting all of the members of the Board of Directors of PERRY HALL FARMS MASTER ASSOCIATION, INC., a Maryland corporation (the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, hereby consent as follows:

RESOLVED: That the Articles of Incorporation of this Corporation filed with the State Department of Assessments and Taxation on or about December 29, 1997, and attached hereto and incorporated by reference herein be and the same hereby are approved and accepted.

RESOLVED: That the By-Laws attached hereto and incorporated by reference herein be and the same are hereby declared to be the By-Laws of the Corporation.

RESOLVED: That the following persons be and they are hereby elected as officers of the Corporation in the respective capacities set forth after their several names, the term of office of each person to be until their first annual meeting of the Board of Directors and until their respective successors shall be elected and qualified:

Edward A. Personette	President
David S. Gonzenbach	Vice President
Steven D. Rosen	Secretary/Treasurer

000166

RESOLVED: That Mercantile Safe Deposit & Trust Co. be and it hereby is designated as a depository of this Corporation, and that the corporate banking resolutions of said bank are incorporated herein by reference and the same hereby unanimously are adopted and approved.

RESOLVED: That the Corporation apply for an employer identification number with the Department of the Treasury, Internal Revenue Service and that the Corporation elect to qualify as a "Homeowners' Association" for purposes of the Internal Revenue Code and accompanying regulations.

RESOLVED: That the Secretary/Treasurer of the Corporation be, and is hereby authorized to prepare, acknowledge, and file all applications or reports as shall be necessary to effect the foregoing Resolutions.

RESOLVED: That the Secretary/Treasurer be and is hereby authorized and directed to pay all fees and expenses incident to and necessary for the organization and qualification of the Corporation, including, without limitation, all legal and accounting fees and costs to procure proper corporate books.

RESOLVED: That any and all actions taken or contracts entered into heretofore by an officer and/or director for the Corporation, either as officer and/or director, as well as any and all actions taken or contracts entered into by said persons as individuals, acting for the Corporation, be and the same are hereby ratified, approved and confirmed by the Corporation, and all such contracts by the Corporation, and all such contracts adopted as though said individual had at such time full power and authority to act for the Corporation and in the same manner as if each and every act had been done pursuant to the specific authorization of the Corporation.

WITNESS our hands and seals the day and year first above written.

THIS IS A COPY OF THE FINAL DOCUMENT. THE FULLY EXECUTED FINAL DOCUMENT IS FILED WITH THE BOOKS AND RECORDS OF THE ASSOCIATION AND MAY BE VIEWED AT ANY TIME DURING NORMAL BUSINESS HOURS UPON WRITTEN REQUEST.

Edward A. Personette

Steven D. Rosen

David S. Gonzenbach

000167

**HOMEOWNERS
ASSOCIATION
DISCLOSURE STATEMENT
FOR
PERRY HALL FARMS
MASTER ASSOCIATION, INC.**

PERRY HALL, BALTIMORE COUNTY, MARYLAND

BY PERRY HALL FARMS JOINT VENTURE
DEVELOPER

DECEMBER 5, 1997

LAW OFFICE OF CYNTHIA K. HITT
3800 CRONDALL LANE, SUITE 103
OWINGS MILLS, MARYLAND 21117
410 363 9600
ATTORNEY FOR THE DEVELOPER

000098

HOMEOWNERS ASSOCIATION
DISCLOSURE STATEMENT
FOR
PERRY HALL FARMS MASTER ASSOCIATION, INC.

This Disclosure Statement is provided to lot purchasers of lots in the Perry Hall Farms subdivision (the "Development") in Baltimore County, Maryland pursuant to the Maryland Homeowners Association Act. Md. Real Prop. Code Ann., Section 11B-101, et seq. (1996 Repl. Vol., 1997 Cum. Supp.) Lot purchasers are strongly encouraged to review the contents of this Disclosure Statement and the attached documents, in order to better understand their rights and obligations, as well as the rights and obligations of the Developer and the Master Association.

This Disclosure Statement contains all factual information about the Development which the Developer has authorized to be provided. The Developer will not be responsible for any information or representations made by or received from any other source. Other disclosures may be required to be made to lot purchasers by the Vendor of such Lots.

The property which has been subjected to the Declaration of Covenants, Conditions and Restrictions (the "Declaration") attached hereto as Exhibit 1 and made a part hereof, and the property which may later be annexed into the Master Association, is referred to herein as the "Development". Certain other capitalized terms used in this Disclosure Statement have the meaning specified in the Declaration. The Declaration and each provision thereof is applicable to all Sub Associations, Lots, Units and Owners within the community known as the Perry Hall Farms Community that have been annexed into the Master Association.

NOTHING IN THIS DISCLOSURE STATEMENT IS INTENDED TO ALTER OR AMEND THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, POWERS OR DUTIES CONFERRED OR SET FORTH IN THE DOCUMENTS. IN THE CASE OF ANY CONFLICT BETWEEN THESE DISCLOSURES AND THE TERMS AND CONDITIONS OF THE DOCUMENTS, THE DOCUMENTS ARE INTENDED TO CONTROL.

SECTION 1.

Developer/Declarant: PERRY HALL FARMS JOINT VENTURE

**Principal Address
of Developer/Declarant:** c/o Residential Realty Group, Inc.
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

Telephone Number: 410 654 4444

Partners: JTL-Perry Hall Associates Limited Partnership
Hampton-Perry Hall Associates Limited Partnership

The Developer/Declarant reserves the right to change the names and addresses of its partners, in its sole discretion, as it deems appropriate from time to time. In this Disclosure Statement the words "Developer" and "Declarant" are used interchangeably.

Vendor/Builder: NVR HOMES, INC.

**Principal Address
of NVR Homes, Inc:** 7939 Honeygo Boulevard, Suite 100
Baltimore, Maryland 21236

Telephone Number: 410 931 6833

Principal Corporate Officers:

Thomas Buecher	Area President
Michael Cannizo	Senior Vice President - Administration
Paul C. Saville	Senior Vice President/Chief Financial Officer
Dwight Schar	Chairman of the Board/Chief Executive Officer

Vendor/Builder: **PERRY LANDMARK, INC.
T/A MARYLAND LANDMARK NEW HOMES GROUP**

Principal Address
of Landmark: P.O. Box 216
Kingsville, Maryland 21087

Telephone Number: 410 803 8440

Principal Corporate Officers: Gary S. Houston, President/Treasurer
Paul Amirault, Vice President/Secretary

SECTION 2.

The name of Master Association as established in its Articles of Incorporation is **PERRY HALL FARMS MASTER ASSOCIATION, INC.** The Master Association is incorporated in the State of Maryland. The resident agent of the Master Association is:

Cynthia K. Hitt
Law Office of Cynthia K. Hitt
3600 Crondall Lane, Suite 103
Owings Mills, Maryland 21117

SECTION 3.

The Development is located in the 11th Election District of Baltimore County, Maryland. The Development, Section One, initially consists of approximately 40.40 acres and contains 103 Lots, roadways, stormwater management reservation areas and highway widening areas. The Developer intends to dedicate and convey to Baltimore County, and the Developer expects Baltimore County to take title to: (i) the roadways, Forge Acre Drive, Perry Farms Drive, Chapel Manor Court, Arbour Green Court, Perry Manor Court, Silver Gate Court and Farm Brook Court; (ii) the stormwater management reservation areas; and (iii) the highway widening areas, all as shown and depicted on the plats for Section One of Perry Hall Farms.

The Master Association's Members are the Sub Associations. It is anticipated that once completed, the entire Development will contain a mixture of single family detached dwelling units (Homeowners SubAssociations), townhouse dwelling units (a Homeowners SubAssociation), condominium garage townhouse units (Condominium SubAssociations) and condominium garden style units (Condominium SubAssociations).

Developer anticipates that the Development will ultimately contain a maximum of 1134 Lots/Units. However, the Developer reserves the right to annex such property within the Development in sections or phases, and to annex more or less than the anticipated maximum number of Lots/Units and/or acreage within the Development.

The Developer reserves the right to amend the Development Plan for the Development, to modify or alter the size, building style, number and/or location of the dwelling units to be constructed upon the Lots, and to take any other action as it deems necessary or desirable in furtherance of the completion of the Development. Without limiting the generality of this reservation of right, the Developer reserves the right to re-subdivide all or a portion of the Development, to convey all or a portion of the Development, to convey all or a portion of the Common Areas, to modify the size and location of the Common Areas, to construct improvements upon the Common Areas, and/or to modify the types of dwelling units constructed upon the Lots. The Developer also reserves the right to modify the price of dwelling units, in its sole discretion. Any property not actually annexed into the Master Association may be conveyed, transferred or otherwise developed by the Developer or by others.

The Developer does not own real property contiguous to or in the vicinity of the Development as fully annexed that is intended to be dedicated to public use. If all of the additional property is annexed into the Development, the Developer intends to dedicate certain areas consisting of roadways, flood plains, forest buffer areas, wetland buffer areas, local open space, highway widening areas and storm water management reservation areas to Baltimore County. Developer reserves the right to later acquire additional contiguous property and to utilize such property for any lawful purpose.

The Development is not and will not be within or part of another development.

SECTION 4.

The Developer has reserved the right to annex property as described in the Declaration, consisting of approximately 125.25 acres. The additional property consists of Lot/Units, Common Areas, roadways, flood plains, forest buffer areas, wetland buffer areas, local open space, highway widening areas and storm water management reservation areas. While the Developer presently expects to include a total of approximately 1134 Lots/Units in the Development as fully annexed, the Developer reserves the right to alter the number of Lots/Units annexed. The Developer's right to annex, including any time limits pertaining to annexation, are fully set forth in Article IV of the Declaration.

SECTION 5.

Copies of the Declaration, Articles of Incorporation and By-Laws of the Master Association are attached hereto and made a part hereof as Exhibits 1, 2 and 3, respectively. All lot and unit owners (referred to herein as "Owners") within the Master Association will be subject to the covenants, conditions and restrictions contained within the Declaration. The Declaration contains, among other covenants and obligations, certain covenants and restrictions regarding the payment of assessments (Article V), maintenance (Article VI), architectural standards (Article VIII) and use restrictions (Article IX). The covenants, conditions and restriction set forth in the documents are enforceable against each Owner and against the Owner's family members, guests and tenants.

SECTION 7.

Article I, Section 6 of the Declaration defines "Common Areas" to mean all of the real property owned by the Master Association for the common use and enjoyment of the Owners. The Master Association will be responsible for the maintenance of the Common Areas and the repair and replacement of any improvements located in the Common Areas. Initially, there is no Common Area in Section One of the Development for which the Master Association is or will be responsible. It is anticipated that there will be Common Areas in the future sections of the Development annexed into the Master Association.

Roadways and Storm Water Management Reservations designated on the Plats will be constructed by the Developer pursuant to a public works agreement with Baltimore County and will be dedicated and deeded to Baltimore County once completed and accepted.

Pursuant to Article VI of the Declaration, the Master Association has the right, but not the obligation, to provide services for and to maintain and beautify Improved Areas (as that term is defined in the Declaration) whether or not such services relate to the Common Areas and whether or not such improvements are located in the Common Areas.

SECTION 8.

A copy of a proforma Budget for the Master Association following the annexation of all additional land is attached hereto as Exhibit 4. This Budget is an estimate only, and the Developer does not warrant or in any way represent that sufficient funds have been budgeted to cover all common expenses that may hereafter be incurred. Because actual expenditures may differ from estimated expenditures, such estimates are not intended or considered as guarantees of any kind whatsoever. The proforma Budget contains an itemization of proposed reserves for operating reserves, and for repair and replacement of improvements in the Development. Although the purpose of reserves is to set aside funds for expenses of a non-recurring nature, the Developer makes no representation as to whether the reserve amounts contained in the Budgets are adequate for that purpose. The estimates are based on 1997 price levels and there is no allowance for price increases which may occur in the future.

There is no actual Budget for the Master Association for the first Assessment Year since it not anticipated that the Master Association will require any funds for its stated purposes during the first Assessment Year. By written agreement, for the first Assessment Year, the Developer has elected to pay no Assessments and to fund any deficit or shortfall for all actual costs and expenses applicable to the operation of the Master Association during the first Assessment Year.

SECTION 9.

Under the proforma Budget, the anticipated mandatory annual assessment to be paid by each Owner to the Master Association is Ninety Dollars (\$90.00) per Lot/Unit. This assessment is in addition to any assessment(s) payable to the SubAssociation of which the Owner is a part. Article V of the Declaration establishes the manner in which the annual assessment may be increased by the Board of Directors, as well as the purposes for which the assessments may be used.

Pursuant to Article V, Section 6, the Developer has the right to elect to pay a reduced rate of assessment or to pay no assessments for the Lot(s)/Unit(s) owned by the Developer or the Vendors. In any Assessment Year during the Development Period (as that term is defined in the Declaration) that the Developer elects to pay no assessments, the Developer shall be financially responsible for any deficit or shortfall in the actual operating expenses of the Master Association.

SECTION 10.

Information regarding zoning and other land use requirements affecting the Development and the Lots/Units located within the Development are available at the Office of Planning for Baltimore County, 111 W. Chesapeake Avenue, Towson, Maryland 21204. Information regarding State land use laws may be found at the Department of State Planning, State Office Building, 301 West Preston Street, Room 107, Baltimore Maryland 21201.

SECTION 11.

All mandatory Master Association assessments and other permitted charges imposed upon the Owners of Lots/Units are subject to collection in accordance with Article V of the Declaration and the Maryland Contract Lien Act (Title 14-201, et seq. of the Real Property Article, Annotated Code of Maryland).

Article V of the Declaration contains a clear statement concerning the covenant for Assessments, including the following information: (i) when Assessments will first be levied against Owners; (ii) the procedure for increasing or decreasing the Assessments; (iii) how the Assessments and delinquent charges will be collected; (iv) that delinquent charges are the personal obligation of the Owner of the Lot/Unit so assessed; (v) that unpaid Assessments bear interest at the rate of 18% per annum; (vi) that unpaid Assessments may be enforced by imposing a lien on a Lot/Unit under the terms of the Maryland Contract Lien Act; and (vii) that the Owners will be assessed late charges, attorneys' fees and costs for the collection of delinquent assessments and permitted charges.

The Assessments for the Master Association may be collected from the Owners, however, it is anticipated that the Assessments will be collected by the Sub Association(s) and paid by the Sub Association(s) to the Master Association.

SECTION 12.

The Developer will not be collecting any contribution to the Master Association, other than prorated fees or assessments, if any, at time of settlement on the Lots/Unit.

SECTION 13.

All special rights or exemptions reserved by or for the benefit of the Developer are contained within the Declaration, Articles of Incorporation and By-Laws of the Master Association.

Date: December 5, 1997

Current Unaudited Financial Documents
Gardens at Perry Hall

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

Balance Sheet

Property: Gardens Condo @ Perry Hall Farms

As of 07/31/20 (cash basis)

ASSETS

Bank Account	
1078 Gardens @ Perry Hall Farms	161,897.20
Total Bank Account	161,897.20
Accounts Receivable	
1200 Accounts Receivable	8,987.00
Total Accounts Receivable	8,987.00
Other Current Asset	
10 Cash Reserves	
11 Bank of America #2280	26,307.56
13 FNB - Money Market *8360	122,738.77
19 Cap One *5309	303,902.26
23 Cap One CD 4462 1/22/21	40,000.00
29 1st Nat'l CD#9274 7/1/19	21,964.26
10 Total Cash Reserves	514,912.85
1115 Prepaid - Insurance	14,296.09
1123 Reserve Checking	505.12
1128 Petty Cash	600.00
1311 Due From Operating	53,298.98
Total Other Current Asset	583,613.04
TOTAL ASSETS	754,497.24

LIABILITIES & EQUITY

Liabilities

Accounts Payable	
2000 Accounts Payable	15,898.27
Total Accounts Payable	15,898.27
Other Current Liability	
2016 Due To Replacement Fund	53,298.98
2359 Prepaid Fees	31,199.80
238000 Income Taxes Payable	402.00
Total Other Current Liability	84,900.78
Total Liabilities	100,799.05

Equity

3000 Net Income	17,120.44
3300 Reserve For Replacement (Fwd)	318,921.02
3303 Reserve Interest	4,503.56
3307 Reserves Expenses	-209,963.01
3311 Reserve - Contributions	453,456.00
9999 Retained Earnings	69,660.18
Total Equity	653,698.19

TOTAL LIABILITIES & EQUITY **754,497.24**

Profit & Loss MTD Comparison

Property: Gardens Condo @ Perry Hall Farms

01/01/20 - 07/31/20 (cash basis)

	Month to Date 07/01/20 - 07/31/20	01/01/20 - 07/31/20
INCOME		
4005 Condominium Fees	63,540.00	449,875.00
4058 Transfer Fees	0.00	75.00
4320 Late Charges	15.00	275.00
4380 Misc. Inc. - NSF Fees	75.00	110.00
4440 Tenant/Owner Reimbursements	0.00	1,670.84
TOTAL INCOME	63,630.00	452,005.84
EXPENSE		
551000 Utilities		
5300 Telephone	944.26	8,955.78
5540 Electricity	4,028.52	37,020.20
5583 Water & Sewer	0.00	4,742.96
551000 Total Utilities	4,972.78	50,718.94
552000 Repairs & Maintenance		
5378 R & M - General Building	1,610.00	1,610.00
5388 R & M - Plumbing	0.00	3,239.40
5418 Alarm Repair	0.00	12,152.59
5420 Elevator Maintenance	0.00	22,184.74
5451 Lawn, Trees, Shrubs	0.00	9,020.00
5458 Grounds - Misc.	347.33	11,916.15
5480 Repairs Materials	9.33	882.15
6011 Petty Cash	107.54	1,133.35
6200 Parking Lot Repairs	0.00	100.00
552000 Total Repairs & Maintenance	2,074.20	62,238.38
557000 Contracted		
5409 Alarm Monitoring/Inspections	388.00	23,989.52
5423 Contract - Elevator	5,431.58	27,267.90
5444 Contract - Snow Removal	0.00	1,452.50
5450 Contract - Grounds	3,218.00	19,308.00
5470 Contract - Repairs	3,110.00	9,833.00
5550 Exterminating	115.00	290.00
5600 Contract - Janitorial	2,529.80	17,708.60
557000 Total Contracted	14,792.38	99,849.52
660000 Administrative		
5060 Bank Charges	0.00	-215.00
5130 Copy Expense	91.61	628.74
5140 Dues & Subscriptions	0.00	32.00
5210 Postage Expense	9.15	605.15
5270 Stationery & Forms	0.00	276.87
5310 Answering Service	33.85	290.00
660000 Total Administrative	134.61	1,617.76
667000 Professional Services		
5040 Auditing Expense	0.00	1,975.00
5170 Management Fee Expense	4,333.00	28,331.00
5629 Master Association Fee	2,040.00	14,280.00
667000 Total Professional Services	6,373.00	44,586.00
668000 Insurance & Taxes		
5730 Taxes- General	0.00	1,350.00
5780 Insurance	6,715.09	53,875.03
668000 Total Insurance & Taxes	6,715.09	55,225.03

	Month to Date	
	07/01/20 - 07/31/20	01/01/20 - 07/31/20
669000 Other Expense		
5631 Reimbursable Expense	0.00	315.00
669000 Total Other Expense	0.00	315.00
885000 Reserves		
7985 Reserves	14,565.00	101,955.00
885000 Total Reserves	14,565.00	101,955.00
TOTAL EXPENSE	49,627.06	416,505.63
OTHER INCOME		
4423 Interest Income - Reserve	579.19	4,225.23
8000 Tenant Prepaid	385.00	-22,605.00
TOTAL OTHER INCOME	964.19	-18,379.77
NET INCOME	14,967.13	17,120.44

NET INCOME SUMMARY

Income	63,630.00	452,005.84
Expense	-49,627.06	-416,505.63
Other Income & Expense	964.19	-18,379.77
NET INCOME	14,967.13	17,120.44

Balance Sheet

Property: Gardens Condo @ Perry Hall Farms

As of 06/30/20 (cash basis)

ASSETS

Bank Account	
1078 Gardens @ Perry Hall Farms	145,484.26
Total Bank Account	145,484.26
Accounts Receivable	
1200 Accounts Receivable	8,987.00
Total Accounts Receivable	8,987.00
Other Current Asset	
10 Cash Reserves	
11 Bank of America #2280	25,649.56
12 1st Nat'l CD	30,721.99
13 FNB - Money Market *8360	91,832.91
19 Cap One *5309	303,431.94
23 Cap One CD 4462 1/22/21	40,000.00
29 1st Nat'l CD#9274 7/1/19	21,964.26
10 Total Cash Reserves	513,600.66
1115 Prepaid - Insurance	14,296.09
1123 Reserve Checking	505.12
1128 Petty Cash	600.00
1311 Due From Operating	53,298.98
Total Other Current Asset	582,300.85
TOTAL ASSETS	736,772.11

LIABILITIES & EQUITY

Liabilities

Accounts Payable	
2000 Accounts Payable	15,898.27
Total Accounts Payable	15,898.27
Other Current Liability	
2016 Due To Replacement Fund	53,298.98
2359 Prepaid Fees	29,099.80
238000 Income Taxes Payable	402.00
Total Other Current Liability	82,800.78
Total Liabilities	98,699.05

Equity

3000 Net Income	2,153.31
3300 Reserve For Replacement (Fwd)	318,921.02
3303 Reserve Interest	4,503.56
3307 Reserves Expenses	-196,056.01
3311 Reserve - Contributions	438,891.00
9999 Retained Earnings	69,660.18
Total Equity	638,073.06

TOTAL LIABILITIES & EQUITY **736,772.11**

Profit & Loss MTD Comparison

Property: Gardens Condo @ Perry Hall Farms

01/01/20 - 06/30/20 (cash basis)

	Month to Date 06/01/20 - 06/30/20	01/01/20 - 06/30/20
INCOME		
4005 Condominium Fees	65,091.00	386,335.00
4058 Transfer Fees	0.00	75.00
4320 Late Charges	0.00	260.00
4380 Misc. Inc. - NSF Fees	0.00	35.00
4440 Tenant/Owner Reimbursements	0.00	1,670.84
TOTAL INCOME	65,091.00	388,375.84
EXPENSE		
551000 Utilities		
5300 Telephone	923.67	8,011.52
5540 Electricity	4,114.66	32,991.68
5583 Water & Sewer	0.00	4,742.96
551000 Total Utilities	5,038.33	45,746.16
552000 Repairs & Maintenance		
5388 R & M - Plumbing	0.00	3,239.40
5418 Alarm Repair	375.00	12,152.59
5420 Elevator Maintenance	0.00	22,184.74
5451 Lawn, Trees, Shrubs	560.00	9,020.00
5458 Grounds - Misc.	8,000.69	11,568.82
5480 Repairs Materials	598.32	872.82
6011 Petty Cash	109.20	1,025.81
6200 Parking Lot Repairs	0.00	100.00
552000 Total Repairs & Maintenance	9,643.21	60,164.18
557000 Contracted		
5409 Alarm Monitoring/Inspections	13,779.40	23,601.52
5423 Contract - Elevator	5,431.58	21,836.32
5444 Contract - Snow Removal	0.00	1,452.50
5450 Contract - Grounds	3,218.00	16,090.00
5470 Contract - Repairs	3,339.00	6,723.00
5550 Exterminating	175.00	175.00
5600 Contract - Janitorial	2,529.80	15,178.80
557000 Total Contracted	28,472.78	85,057.14
660000 Administrative		
5060 Bank Charges	0.00	-215.00
5130 Copy Expense	125.88	537.13
5140 Dues & Subscriptions	0.00	32.00
5210 Postage Expense	181.45	596.00
5270 Stationery & Forms	0.00	276.87
5310 Answering Service	25.23	256.15
660000 Total Administrative	332.56	1,483.15
667000 Professional Services		
5040 Auditing Expense	0.00	1,975.00
5170 Management Fee Expense	4,333.00	23,998.00
5629 Master Association Fee	2,040.00	12,240.00
667000 Total Professional Services	6,373.00	38,213.00
668000 Insurance & Taxes		
5730 Taxes- General	1,350.00	1,350.00
5780 Insurance	6,715.09	47,159.94
668000 Total Insurance & Taxes	8,065.09	48,509.94
669000 Other Expense		

	Month to Date	
	06/01/20 - 06/30/20	01/01/20 - 06/30/20
5631 Reimbursable Expense	0.00	315.00
669000 Total Other Expense	0.00	315.00
885000 Reserves		
7985 Reserves	14,565.00	87,390.00
885000 Total Reserves	14,565.00	87,390.00
TOTAL EXPENSE	72,489.97	366,878.57
OTHER INCOME		
4423 Interest Income - Reserve	984.40	3,646.04
8000 Tenant Prepaid	-200.00	-22,990.00
TOTAL OTHER INCOME	784.40	-19,343.96
NET INCOME	-6,614.57	2,153.31

NET INCOME SUMMARY

Income	65,091.00	388,375.84
Expense	-72,489.97	-366,878.57
Other Income & Expense	784.40	-19,343.96
NET INCOME	-6,614.57	2,153.31

Design Document

Gardens at Perry Hall

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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**Insurance Dec Page
Gardens at Perry Hall**

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	CONTACT NAME: Karen Carmen PHONE (A/C. No. Ext): 443-632-3371 E-MAIL ADDRESS: kcarmen@hmsia.com		FAX (A/C. No): 443-632-3497
	INSURER(S) AFFORDING COVERAGE		
INSURED Gardens at Perry Hall Farms c/o Thornhill Properties 6301 N Charles St Baltimore MD 21212	GARDATP-01	INSURER A: Great American Insurance Company	
		INSURER B: West American Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC #	
		16691	
		44393	

COVERAGES

CERTIFICATE NUMBER: 387049235

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BOP0000111	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BOP0000111	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UM30180269	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Directors & Officers			EPP4340745-03	1/1/2020	1/1/2021	Deductible: \$1,000	\$1,000,000
B	Property- 340 Units			BOP0000111	1/1/2020	1/1/2021	Ded:\$5,000 ;Repl Cost	\$48,334,000
A	Crime			SSA39256740546402	3/7/2019	3/7/2020	Deductible: \$5,000	\$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ordinance or Law Included ; Equipment Breakdown Coverage Included ; Building Valuation: Extended Value Replacement Cost ; Property Manager included as Employee under Employee Dishonesty Coverage; Cause of Loss Form -Special ; Wind & Hail is not excluded, therefore included. Separation of Insureds included. Building coverage is per original builders specs. No improvements or betterments included.

If borrower's name, address, mortgagee clause or loan number need to be added to certificate, please fax request to 443-632-3497 or email kcarmen@hmsia.com

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Litigation
Gardens at Perry Hall

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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Reserve Report

Gardens at Perry Hall

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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Resolutions and Policies Gardens at Perry Hall

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

Violation	Declaration/By-Law	Fine (Per Violation)
1. Failure to keep unit in a clean, sanitary & safe conditions and patios & balconies clean and orderly. No littering on property, including any Tobacco products.	Section I Article XII (Declaration)	\$500.00
2. Disturbing unit owners with loud and unusual noises, ie: loud music or loud car mufflers.	Section I Article XII (Declaration) Section 4 Article X (By Laws)	\$100.00
3. Frozen water pipes due to failure to maintain 60 degrees f room temperature. Any resident found turning outside water on after shutdown for winter.	Section 4 Article VIII (By-Laws)	\$200.00
4. Using unauthorized colors on exterior wall or interior doors to units	Section 4 Article XI (By-Laws)	\$10.00 a day
5. Posting signs and/or realtor lock boxes of any kind on common area(s)	Section 5 Article X (By-Laws)	\$200.00
6. Storage of any personal items in common area equipment storage closets.	Section 5 Article X (By-Laws)	\$100.00
7. Unauthorized antenna for TV, radio or dish reception on building or railings. No Unauthorized lights or articles attached to buildings	Section 5 Article X (By-Laws)	\$100.00
8. Installing an unauthorized storm door or window treatments. Must show white to the outside.	Section 4 Article XI (By-Laws)	\$10 a day until corrected
9. Storing of hazardous or flammable/combustible materials which can be a danger to residents.	Section 4 Article XI (By-Laws)	\$500.00
10. No outside cooking of any kind. No charcoal, gas, propane, electric.	Section 5 Article X (By-Laws)	\$200.00

Violation	Declaration/By-Law	Fine (Per Violation)
11. Parking commercial vehicles, trailers, Rv's campers, trucks over 3/4 ton or work trucks with equipment or debris are not permitted.	Section 5 Article X (By-Laws)	\$100.00
12. No major vehicle maintenance (engine/transmission overhaul)	Section 5 Article X (By-Laws)	\$100.00
13. No parking on islands or curbs. No storing of vehicles.	Section 4 Article X (By-Laws)	\$100.00
14. All pets must be on a leash, Dogs may not be more than 20" high or 30" long when fully grown.	Section 4 Article X (By-Laws)	\$100.00
15. Failure to immediately clean up and dispose of dog waste when walking dog	Section 4 Article X (By-Laws)	\$100.00
16. Tethering dogs in common or limited common areas also Pets disturbing other unit owners ie: Barking	Section 4 Article X (By-Laws)	\$100.00
17. All Boxes must be broken down. Pizza boxes and shredding to be put into plastic bags. No bedding, furniture, appliances or bulk items to be placed in trash bins.	Section 4 Article X (By-Laws)	\$100.00
18. Failure to place trash into receptacles and not securing lids.	Section 4 Article X (By-Laws)	\$100.00
19. No Feeding of wild animals or interfering with removal of wild animals		\$1,000.00
20. No feeding birds and No bird feeders.		\$500.00
21. No trimming or cutting of shrubs or bushes.		\$200.00

* Unauthorized, unapproved by Board of Directors

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

	VIOLATION	DECLARATION / BY-LAW	FINE (PER VIOLATION)
1	Failure to keep units in a clean, sanitary & safe condition and patios & balconies clean and orderly	Section I Article XII (Declaration)	\$100.00
2	Disturbing unit owners with loud and unusual noises. ie: loud music or Loud car mufflers.	Section I Article XII (Declaration) Section 5 Article X (By Laws)	\$100.00
3	Frozen water pipes due to failure to maintain 65° F room temperature. Any resident found turning on outside water on after shutdown for winter	Section 4 Article VIII (By-Laws)	\$100.00
4	Using unauthorized colors on exterior walls or interior doors to units	Section 4 Article XI (By-Laws)	\$10.00 a day until corrected
5	Posting signs and/or realtor lock boxes of any kind on common area(s).	Section 5 Article X (By-Laws)	\$100.00
6	Storage of any personal items in common area equipment storage closets.	Section 5 Article X (By-Laws)	\$100.00
7	Unauthorized antenna for TV, radio or dish reception on building or railings.	Section 5 Article X (By-Laws)	\$100.00
8	Installing an unauthorized storm door or window treatments (must show white to the outside)	Section 4 Article XI (By-Laws)	\$10.00 a day until corrected

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
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15	Failure to place trash into receptacles and not securing lids.	Section 4 Article X (By-Laws)	\$100.00
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***Unauthorized, unapproved by Board.**

These rules and regulations can and may be amended

DRAFT

**RESOLUTION BY THE BOARD OF DIRECTORS OF
THE MASTER ASSOCIATION AT PERRY HALL FARMS, INC.**

The undersigned, constituting all of the members of the Board of Directors of THE MASTER ASSOCIATION AT PERRY HALL FARMS, INC., a Maryland corporation (the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, hereby consent as follows:

RESOLVED, that the number of Directors of the Association shall be increased to seven (7) to reflect the current number of Sub-Association Members.

WITNESS the execution of this Resolution as of the 2nd day of June, 2005.

THE MEADOWS AT PERRY HALL FARMS CA, INC.

THE FIELDS AT PERRY HALL FARMS CA, INC.

THE COACH HOUSE CONDOMINIUM AT PHF, INC

THE GARDEN CONDOMINIUM AT PHF, INC.

THE TOWNES AT PERRY HALL FARMS CA, INC.

THE CARRIAGE HOUSE CONDOMINIUM AT PHF, INC



DUANE A. NYLTON, PRESIDENT

THE WINDSOR CONDOMINIUM AT PHF, INC

Rules and Regulations Gardens at Perry Hall

Order: MWR3BKX3C
Address: 13 Brook Farm Ct Unit H
Order Date: 09-03-2020
Document not for resale
HomeWiseDocs

Rule for Levying Fines

Adopted by Board of Directors 2/16/05 Effective 3/4/05

There shall be three categories of fines:

- 1) SAFETY - Including, but not limited to blocking entrances or exits, hanging items in front of railings, improper use of electric cords and decorations, storage of flammable items, violation of an applicable fire code, etc.
- 2) NON-SAFETY - Including, but not limited to failure to keep patios and balconies clean, posting of signs, storage of materials or furniture in halls or exterior common areas, erecting bird feeders on balconies or common areas, making changes to exterior of a unit without approval of the Architectural Committee or Board of Directors, such as installing non-approved patio light or storm doors, painting exterior doors a non-approved color, etc.
- 3) REPEATABLE OFFENSES - Including, but not limited to washing or working on a car, non-compliance in cleaning up when walking a pet, loud and/or unusual noises, throwing something over the balcony, etc.

Procedure for Levying Fines

An Unit Owner found to be in violation of the By-laws, Rules or Regulations shall be subject to being fined as follows:

SAFETY INFRACTIONS

A. When a violation is noted, the management company will send a warning letter informing the Unit Owner of the violation and stating that the infraction must be corrected within 10 days of the date on the letter.

B. If the infraction is not corrected within the 10 days, a written notice of a hearing to be held by the Board to address the violation will be

sent to the Unit Owner. At this time, the Unit Owner will be subject to a fine to be levied in the amount of \$100.00.

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C. If the infraction continues to go uncorrected, a \$25.00 fine will be assessed every day until the infraction is corrected.

NON SAFETY INFRACTIONS

A. When a violation is noted, the management company will send a warning letter informing the Unit Owner of the violation and stating that the infraction must be corrected within 15 days of the date on the letter.

B. If the infraction is not corrected within the 15 days, a written notice of a hearing to be held by the Board to address the violation will be sent to the Unit Owner. At this time, the Unit Owner will be subject to a fine to be levied in the amount of \$25.00.

C. If the infraction continues to go uncorrected, a \$25.00 fine will be levied every 15 days until the infraction is corrected.

REPEATABLE OFFENSES

A. When a violation is noted, the management company will send a warning letter informing the Unit Owner of the violation.

B. For the second infraction of the same violation, a written notice of a hearing to be held by the Board to address the violation will be sent to the Unit Owner. At this time, the Unit Owner will be subject to a fine to be levied in the amount of \$50.00.

C. For the third infraction of the same violation, a fine will be levied in the amount of \$100.00.

D. For each subsequent infraction of the same violation, a fine will be levied in the amount of \$200.00.

**Special Assessments
Gardens at Perry Hall**

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This document is currently either not available or not applicable for this association.

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