

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Beachwood Estates Homeowners Association

Current Owner: Doris Moore

Property Address: 9300 Sea Point Rd

Baltimore, MD 21219-2370

Date Prepared: 09-24-2024

This Resale Certificate is being furnished to the selling unit owner named above by the Association.

The following items are attached to this certificate:

1. A copy of the Articles of Incorporation
2. A copy of the Declaration (other than plats)
3. A copy of the by-laws; and
4. A copy of the rules and regulations of the association
5. The following information should be conveyed by the selling unit owner to the purchaser.

The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows:

None

The selling unit is subject to a common expense assessment as follows:

\$425.00 billed Annually

As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the Association that is due and payable from the selling unit owner are:

0

Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.

Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.

Other than common expenses and special assessments, the following fees are payable by the unit owners to the Association:

Late Fee: \$42.50 per year if after the 30th

Capital expenditures approved by the Association planned at the time of conveyance which are not reflected in the current operating budget are:

Attached is the most recently prepared balance sheet and income expense statement (dated as):

attached are the August Financials

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Beachwood Estates Homeowners Association

The current operating budget of the Association is attached and is for fiscal year:

2024

Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund?

Yes

Judgments against the Association as of the date of this Certificate are:

None

Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Association is a party to the following pending lawsuits, excluding assessment collection suits:

None

The Insurance Policies provided for the benefit of the Association can be obtained from:

WSMT

Sharon Young

410-638-8525

The Association has knowledge that the following violates a provision of the declaration, by-laws, or rules or regulations; including any alteration or improvement to the selling unit, or to the limited common elements assigned to the selling unit.

Overgrown shrubbery

The policy is available for inspection during normal business hours at the offices of MRA Property Management, 3103 Emmorton Road, Abingdon, MD 21009. The terms of the policy prevail over the description given in this Certificate.

The Association has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Association:

None

The recreational or other facilities which are to be used or maintained by the unit owners or the Association are:

Pool

To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.

09/24/2024

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Beachwood Estates Homeowners Association

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the Homeowners Association within the development. The lot you are purchasing may have restrictions on:

- a. Architectural changes, design, color, landscaping, or appearance;
- b. Occupancy density;
- c. Kind, number or use of vehicle;
- d. Renting, leasing, mortgaging, or conveying property;
- e. Commercial activity; or
- f. Other matters.

TO BE COMPLETED BY THE SELLING UNIT OWNER

The selling unit owner has knowledge that the following alteration to the selling unit or to the limited common elements assigned to the selling unit violates a provision of the declaration, by-laws, or rules and regulations:

The selling unit owner has knowledge of the existence of the following violation of the health or building codes with respect to the selling unit or the limited common elements assigned to the selling unit:

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Beachwood Estates Homeowners Association

Comments

Approved Resolutions
Beachwood Estates Homeowners Association

Order: 7316232110
Address: 8310 Steen Point Rd
Order Date: 10/24/2024
Document not for resale
Approved Date:

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

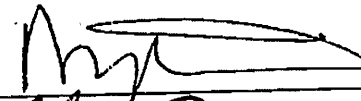
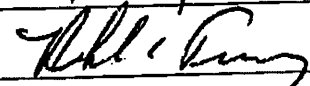
RESOLUTION REGULATING NONPAYMENT OF ASSESSMENTS

WHEREAS, Article VII of the By-Laws for Beachwood Estates Homeowners Association, Inc. sets forth certain limitations on use of property which may be modified or regulated by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following procedures are hereby adopted to apply to Article VII of the By-Laws inclusive of Beachwood Homeowners Association, Inc.:

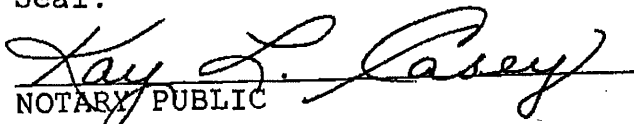
"Reasonable attorneys fees are herewith set at the rate of thirty percent (30%) of the total amount due and owing by the Owner of the property. "

This Resolution of the Board of Directors may be executed in counterparts.

PRESIDENT: 
SECRETARY: 

I HEREBY CERTIFY that on this 27th day of April, 2000, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Donald R. Stephen and Richard C. Tracey who acknowledged that he/she, is the President and Secretary respectively of Beachwood Estates Homeowners Association, Inc. and that he/she as President and Secretary, being authorized to do so, executed the foregoing instrument by signing for the corporation by himself/herself, as President and Secretary.

AS WITNESS WHEREOF, I have hereunto set my Hand and Notarial Seal.


NOTARY PUBLIC

My Commission Expires: 06-28-03

MAY 2 2000

Circuit Court for
BALTIMORE COUNTY
Clerk of the Court,
SUZANNE MENSCH
COUNTY COURTS BUILDING
401 HUSLEY AVE. - P.O. BOX 6754
TOWSON, MD 21285-6754
(410) 897-2601

Instrument Intake Sheet

Baltimore
Clerk's Office, State Department of
County Finance Office only.
All Copies Must Be Legible
(see Form is Attached)

1st Sale Other Israel Conveyance
 Multiple Accounts Not an Arms Length Sale
 Arms Length Length Sale

INSTRUMENT # 2-01
RECORDING FEE 28.00
TOTAL 22.00
Reg # BAB3 Rcpt # 37343
SN # 8H BIL # 2529

1 Transaction Block: 2529
 2 DECLARATION/BY LAWS AMOUNT
 3 IMP FD SURE #2 2.00
 Office RECORDING FEE 20 28.00
 4 SUBTOTAL: 22.00
 Transaction Block: 2530
 COPIES AMOUNT
 PHOTOCOPY-A 4.50
 SUBTOTAL: 4.50
 6 TOTAL CHARGES: 26.50
 PAYMENTS
 CHECK 26.50
 TOTAL TENDERED: 26.50

6 Cashier: Sr Reg # BAB3
 Rcpt # 37343
 Date: May 20, 1997 Time: 09:31 am

SI
 out
 applicable information.
 A maximum of 40
 characters will be
 indexed in accordance
 with the priority cited in
 Real Property Article
 Section 3-104(d)(3)(i).

Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	
Less Exemption Amount	
Total Transfer Tax	
Recordation Tax Consideration	
Total Due	
Doc. 1	Doc. 2
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
Grantor: Labor/Fore	Map
Parcel No.	Var #/OG
Lot (3a)	Block (3b)
Section (3c)	Plan Ref.
Sq Ft/Acreage (4)	
ac & 2 Lots 61-67, 340-357	69/23
Location/Address of Property Being Conveyed (2)	

7 Transferred From: Beachwood Estates LLC
Beachwood I Limited Partnership
 Dec. 1 - Owner(s) of Record, if Different from Grantor(s):
 Dec. 2 - Owner(s) of Record, if Different from Grantor(s):

8 Transferred To: Beachwood Estates LLC
Beachwood I Limited Partnership
 Dec. 1 - Grantee(s) Name(s):
 Dec. 2 - Grantee(s) Name(s):
 New Owner's (Grantee) Mailing Address:

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

10 Contact/Mail Information: Instrument Submitted By: Contact Person
 Name: Myles Lichtenberg
 Firm: Conveyance Title + Escrow Co.
 Address: 7920 Mc Donogh Rd. Ste. 202
Owings Mills MD 21117 Phone: (410) 654-8888
 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

Transfer Number	Date Received	Date Returned	Map	Sub	Block
Year	18	19	Zoning	Grid	Lot
Range	U&A	U&A	Parcel	Station	Dist. Cd.
Municipality	Town Cd.	Pa. St.	Pa. St.	Pa. Cd.	

REMARKS:

Distribution: White - Clerk's Office
 Green - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer

5-20-97
 J. J. Burger
 Dec

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.
RESOLUTION REGULATING NONPAYMENT OF ASSESSMENTS

WHEREAS, Article VII of the By-Laws for Beachwood Estates Homeowners Association, Inc. sets forth certain limitations on use of property which may be modified or regulated by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following procedures are hereby adopted to apply to Article VII of the By-Laws inclusive of Beachwood Homeowners Association, Inc.:

"Reasonable attorneys fees are herewith set at the rate of thirty percent (30%) of the total amount due and owing by the Owner of the property. "

This Resolution of the Board of Directors may be executed in counterparts.

PRESIDENT: 

SECRETARY: 

I HEREBY CERTIFY that on this 27th day of April, 2000, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Donald R. Stephen and Richard C. Tracey who acknowledged that he/she, is the President and Secretary respectively of Beachwood Estates Homeowners Association, Inc. and that he/she as President and Secretary, being authorized to do so, executed the foregoing instrument by signing for the corporation by himself/herself, as President and Secretary.

AS WITNESS WHEREOF, I have hereunto set my Hand and Notarial Seal.


NOTARY PUBLIC

My Commission Expires: 06-28-03

MAY 2 2000

Circuit Court for
BALTIMORE COUNTY
Clerk of the Court,
SUZANNE MENSH
COUNTY COURTS BUILDING
401 BOSLEY AVE. - P.O. BOX 6754
TOWSON, MD 21285-6754
(410) 887-2681

Instrument Intake Sheet
Baltimore
Clerk's Office, State Department of
County Finance Office only.
All Copies Must Be Legible
(a Form Is Attached)

1
2
3
4
5
6
7
8
9
10

Transaction Blocks 2529
DECLARATION/BY LAWS AMOUNT
IMP FD SURE #2 2.00
RECORDING FEE #20 28.00
SUBTOTAL: 22.00

Transaction Blocks 2530
COPIES AMOUNT
PHOTOCOPY-A 4.50
SUBTOTAL: 4.50

TOTAL CHARGES: 26.50

PAYMENTS
CHECK 26.50

TOTAL TENDERED: 26.50

Cashiers: Si Reg # BAB3
Rcpt # 37343
Date: May 20, 1997 Time: 09:31 am

Other Trust Conveyance
Multiple Accounts Not an Arms-
Length Sale Arms-Length Sale [9]

IMP FD SURE \$ 2.00
RECORDING FEE 28.00
TOTAL 22.00
Rcpt # 37343
Bk # 5K
Slk # 2529

Transfer and Reimbursement Tax Consideration	
Transfer Tax Consideration	
Less Exemption Amount	
Total Transfer Tax	
Reimbursement Tax Consideration	
TOTAL DUES	
Doc. 1	Doc. 2
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
Grantor: Liber/Polls	Map
Parcel No.	Ward/OC
Lot (2a)	Block (3b)
Sec/Alt (3c)	Full Blk No.
Sq Ft/Acreage (4)	
Location/Address of Property Being Conveyed (2)	

SI
suit
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).

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 Sq Ft/Acreage Transferred: _____

If Partial Conveyance, List Improvements Conveyed: _____

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): _____

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): _____

7 Transferred From
8 Transferred To
9 Other Names to Be Indexed

Instrument Submitted By: Contact Person

Name: Myles Lichtenberg
Firm: Guaranteed Title + Escrow Co.
Address: 7920 Mc Donough Rd. Ste. 202
Owings Mills MD 21117 Phone: (410) 654-8888

Return to Contact Person
 Hold for Pickup
 Return Address Provided

10 Contact/Mail Information

5-0097
J. J. Jurgens
Dec

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	Annual Verification	What's	Pat	True Process Verification
Transfer Number:	Date Received:	Dist Relationship:	Map	Adjusted Property No.
Year		Gen	Sub	Block
Land		Zoning	Ord	Lot
Buildings		Use	Partial	Section
Taxes		Town Cd.	Ar. Bl.	Ex. Cd.

REMARKS:

Distribution: White - Clerk's Office
Green - SDAT
Pink - Office of Finance
Goldend - Registrar

Beachwood Estates Homeowners Association, Inc.

Resolution #3

Clothes Lines

October 1, 2010

WHEREAS the purpose of this resolution is to cause there to be regulations on clothes lines with respect to size, placement, color, usage, etc. due to SB224 superseding declaration and permitting clothes lines effective October 1, 2010. The specific purpose of this rule is twofold:

- 1) to place specific restrictions on the type, size, style, color, placement and usage of clotheslines on any Lot within the Project.
- 2) To create standards and uniformity of materials to be used for the construction and/or maintenance of clothes lines

WHEREAS the Board of Directors of the Association is granted authority under Article XI of the Declaration for Beachwood Estates HOA to adopt rules and regulations binding upon each Lot owner, and

WHEREAS Article XI, of the Declaration provides for enforcement of the Community's CCR's, Rules and Regulations by any means proceeding at law or in equity, and

WHEREAS Article XI, Section 11.2 provides that the record owner violating or attempting to violate any covenant agree to reimburse the Association for expenses related to said violation including, but not limited to court costs and attorney's fees, and

WHEREAS Article XI of the Declaration provides authority for the Board of Directors to establish penalties for infractions of the Rules and Regulations of the community,

WHEREAS: No lot shall erect a CLOTHES LINE forward of the rear of the house foundation. Clotheslines must be maintained in good working order and appearance. No clothing or other items may be permitted to remain hanging on any CLOTHES LINE after dark.

This resolution shall in no way contradict or replace any provision within the community's CCRs, and in the event that it does, the CCRs shall prevail over this resolution. This resolution will run in full force and effect beginning October 1, 2010 and shall continue until rescinded by the Board of Directors.

President

Date: 7/31/2010 Secretary

Date

Address: 9300 Sea Point Rd

Order Date: 09-24-2024

Document not for resale

HomeWiseDocs

Beachwood Estates HOA
Rules
Effective June 1, 2007

Purpose: To eliminate the enormous amount of temporary backboards that are stored along the roadside in the easement which create an eyesore to the community, and to establish a system of penalties for violations of the Declaration not resolved once an abatement period has ended.

Authority: Article VII, Section 1 of the Bylaws permits the Board of Directors to adopt Rules and Regulations from time to time and to establish penalties for the infraction thereof

Scope: These rules shall cover basketball backboards and a system of penalties only.

Specifications:

Rule #1 – Temporary basketball backboards are permitted but when not in use must be moved into the back yards. No basketball backboard is to remain in the easement between the sidewalk and the curb or in the front or side yards when not in use.

Rule #2 – Penalties/Fines – member shall be notified of a violation of the governing documents of the community in writing and be permitted 30 days, as specified in the Declaration to abate such violation. If the violation is not corrected within the permitted time frame, the following penalties/fines may be imposed against that member: fine of \$10 per day to be imposed against the account until violation is abated. If violation is abated within the initial 30 day abatement period no such penalty shall be imposed against the member. Any violation recurring within 6 months of the original notice to abate will be considered as the same violation. Such violations will be treated as never having been abated and the owner may be fined immediately without additional notice. This resolution shall not in any way supersede penalties already provided for in the Declaration.

President (print name) Date

Witness Date

Secretary (print name) Date

Witness Date

President of Beachwood Estates Homeowners Association, Inc. Date

Secretary of Beachwood Estates Homeowners Association, Inc. Date

I hereby certify that on this _____ day of _____, 20__ before me, the subscriber, a Notary Public of the State aforesaid personally appeared _____ and _____ who acknowledged that he/she is the President and Secretary respectfully of Beachwood Estates Homeowners Association Inc., and that he/she is President and Secretary, being authorized to do so, executed the foregoing instrument by signing for the cooperation by himself/herself as President and Secretary.

AS WITNESS WHEREOF I have hereunto set my Hand and Notary Seal.

Notary Public: _____

My Commission Expires: _____

SWIMMING POOL AND WADING POOL POLICY RESOLUTION

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC

I. Preamble

These rules and regulations are adopted by the Board of Directors of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., on the 1st day of June, 2007.

Recitals

WHEREAS, the Board of Directors of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC (“the Association”) is responsible for providing, for the benefit of the Owners, the preservation of the value and amenities in the Community, and the enforcement of all applicable covenants and restrictions of the BEACHWOOD ESTATES (“the Community”); and

WHEREAS, the Association exists pursuant to applicable state law and governing documents; and

WHEREAS, the Board of Directors of the Association is given the authority to appoint the Architectural Review Committee and to remove and replace individuals selected to serve on the Architectural Review Committee. The Architectural Review Committee acts at the behest and on the behalf of the Board of Directors of the Association; and

WHEREAS, the Board of Directors shall have the power to adopt and publish rules and regulations clarifying the use of the Common Area, facilities and the Lots, and the personal conduct of the Members and their guests thereon and to enforce against such infractions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant pursuant to Article XI of the Declaration for BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC (hereinafter “Declaration”); and

WHEREAS, the Association desires and intends to adopt a policy clarifying the definition of a “Swimming Pool” under Article II, Section 2.4 of the Declaration and to distinguish a “wading pool” or “kiddie pool” from a Swimming Pool to prevent misinterpretation of the terms and to address any ambiguity within the governing Declaration; and

WHEREAS, the Association intends to continue to disallow those pools determined to fit the definition of a “swimming pool”.

NOW THEREFORE, the Association adopts the following Swimming Pool and Wading Pool policy for the Community, hereinafter referred to as the “Swimming Pool Resolution”

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC..

Swimming Pool and Wading Pool Policy Resolution

Page 1

Order: 7/16/2007
Address: 1000 Sea Point Rd
Order Date: 06/24/2007
Document not for resale
Beachwood, Inc.

which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

II. Policy

A. Article II, Section 2.4 of the Declaration currently provides:

Swimming Pools. No above ground or other type of pool shall be permitted on any Lot.

B. Swimming Pool shall be defined as follows:

1. a tank or large artificial basin for filling with water for swimming;
2. a tank or basin that is installed in or on the ground;
3. Any tank or basin that is deeper than 1 foot when filled; or
4. any pool requiring ladders, pumps, filter systems and chlorine.

C. Wading Pools/Kiddie Pools shall be defined as follows:

1. A Plastic or Rubber basin for filling with water for wading or sitting; and
2. A tank or basin that is less than or equal to 1 foot deep when completely filled;

D. The term “pool”, as used in Article II, Section 2.4 refers to a swimming pool and does not refer to any other type of pool.

E. That the Association will continue to enforce the Declaration and prohibit the installation and maintenance of swimming pools on any Lot.

F. Wading Pools and Kiddie Pools are not considered “Swimming Pools”. The Association will allow the use of Wading Pools and Kiddie Pools that meet the definition provided in Paragraph C above provided that they are emptied of water and stored out of sight every night.

III. To the extent permitted by law, the Association shall be entitled to all court costs and actual attorney’s fees incurred by the Association in the enforcement of this policy.

IV. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

Adopted on _____, 2_____, by the Board of Directors of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

President

WITNESS:

Secretary

Published to the Owners on _____, 2_____.

JAN 21 2020
BEA-L.N.

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.
RESOLUTION REGULATING NONPAYMENT OF ASSESSMENTS

WHEREAS, Article VII of the By-Laws for Beachwood Estates Homeowners Association, Inc. (the "Bylaws") sets forth certain limitations on use of property which may be modified or regulated by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, this 14th day of JAN, 2020 that the following procedures are hereby adopted to apply to Article VIII of the Declaration, of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc. (the "Declaration") inclusive, and Article XII of the Bylaws:

"Reasonable attorney's fees will be interpreted as the actual attorney's fees incurred by Beachwood Estates Homeowners Association, Inc. or as determined by the Court."

This Resolution shall be effective on the date of recordation in the Homeowners Association Depository for Harford County, Maryland. This Resolution shall rescind any and all previously adopted versions of the Resolution Regulating Nonpayment of Assessments.

LR - HOA Dep Amendment 5.00
HOA Name: Beachwood Estates Homeowners Assn Inc
Ref:
Total: 5.00
02/03/2020 03:09
CC03-C6
#13340744 CC0301 - Baltimore County/CC03.01.04 - Register 04

PRESIDENT: [Signature]

SECRETARY: [Signature]

I HEREBY CERTIFY that on this 14th day of January 2020, before me, the subscriber, a Notary Public in and for the State of Maryland, in Cecil County, personally appeared Tim Fazenbaker and Kelli Minutelli, who acknowledged that he/she is the President and Secretary respectively of Beachwood Estates Homeowners Association, Inc. and that he/she as President and Secretary, being authorized to do so, executed the foregoing instrument by signing for the corporation by himself/ herself, as President and Secretary.

AS WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

[Signature]

LISA K HAVRILLA
Notary Public-Maryland
Cecil County
My Commission Expires
August 26, 2023

Notary Public
My Commission Expires: August 26, 2023

Architectural Guidelines
Beachwood Estates Homeowners Association

Order: 73F82B2183
Address: 0300 Glen Point Rd
Order Date: 09-24-10 12
Document not for resale
HomeAdvisor.com

001 ! BO I 588

1.13 "Property" shall mean and refer to all of the real property described in Exhibit A attached, hereto, and any Additional Land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.14 "Structure" means any thing or device placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary improvement made to the Property or any part thereof. shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any stream in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property's (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by an Owner hereunder other than the Declarant.

2.1 ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee, which shall be appointed by the Declarant during the Development Period and hereafter by the Board of Directors of the Association (the "Architectural Review Committee") shall have all the rights, powers and duties granted to it pursuant to this Declaration. The Architectural Review Committee shall at all times be comprised of at least three (3) members. At any time, or from time to time, during the Development

Period, the initial members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion. All questions shall be decided by a majority of the members of the Architectural Review Committee; and such majority shall be necessary and sufficient to act in each Instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall, act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community, (the "Design Guidelines") and rules and regulations pertaining to the use of the Lots, which shall be made available to all Members, and to waive such portion or portions of the Covenants numbered 2.3 through 2.26 of this Article II as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interests of the Community.

2 - ARCHITECTURAL REVIEW.

(a) No Structure (other than construction or development by, for or under contract with Declarant) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereon (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations.") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, in duplicate, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes together with the estimated costs of said Alterations or construction, the proposed construction schedule, and the designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, Successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve

the Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration, applicable law and the Design Guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability; factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person. In the event the Architectural Review Committee fails to approve or disapprove any plans within sixty (60) days of receipt hereof, such plans shall be deemed approved. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are

subsequently submitted for use in any other instance. The Architectural Review Committee shall have the right to charge a processing fee, not in excess of \$100.00, for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date of approval and completed within twelve (12) months of commencement of the Alterations, or within such other period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost hereof, to the same extent as he is liable for an Assessment levied against such Lot, and, upon the failure of the Owner to pay such cost within ten (10) days after such Owner's receipt of written demand herefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

(g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof, the Architectural Review Committee, upon request of the applicant shall issue a Certificate of Compliance identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate of Compliance issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in such certificate comply with the provisions hereof.

2.3 ~ ~. The Lots, except as hereinafter provided, shall be used for private and residential purposes only and no dwelling of any kind whatsoever shall be erected, altered or maintained thereon except a private dwelling house for the sole and exclusive use of the Owner or occupant of the Lot. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family detached dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration.

2.4 SWIMMING POOLS. No above ground or other type of pool shall be permitted on any Lot.

2.5 ~. No Structure of a temporary character, such as a trailer, tent, shack, garage or an outbuilding type of

Structure, including, without limitation, sheds and storage facilities, shall be erected or maintained on any Lot at any time without approval from the Architectural Review Co., it~ee. All such Structures shall be attached to the dwelling and all materials harmonious with the exterior of the dwelling (i.e., siding, roof and paint color). Nothing in this Declaration shall be deemed to prohibit an Owner from placing upon its Lot reasonably sized garden sheds, greenhouses or other similar accessory structures approved in advance by the Architectural Review Committee.

2.6 KEAL .ESTATE SALES OR CONSTE~CTION.. OF¥ICW.

Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided ~uch office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the intlal construction of improvements on any Lot now or hereafter laid out or created in the Co~anunlty. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer0, or sign after such initial development, sales, and/or construction is completed. Except. as expressly permitted herein above, neither any part of any Lot, nor any improvemen~ now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction ~ith such uses be erected.

2.7 CLOTHES LINR. No exterior clothes dryer,., clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, etc. be hung outside.

2.8 ~EI&~_%~7~. NO Structure, landscaping, shrubbery or any other obstruction shall be placed-on any Lot ~o as to block the clear view oE traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trin~ned so that a clear view may be maintained to the height of eight (8) feet).

2.9 X~h~. No lawn ornaments or improvements of any kind shall be erected, placed or planted without the prior approval of the Architectural Review Committee. Notwithstanding the foregoing, there shall be no limitation or regulation on the planting of grass, trees, shrubbery and flowers, which shall be at the discretion of the Owner of each Lot.

2.10 FENCES AND WALLS. All fences and walls (except such fences and walls as may be installed and/or constructed by Declarant or Builder simultaneous.ly with the initial construction of a dwelling on a Lot by Declarant or Builder), must receive the prior written approval of the Architectural Review Committee. Any rear yard fence shall not extend forward of the rear foundation wall, nor exceed six(6) feet in height or impede surface drainage. The foregoing height restriction shall apply to .enclosures of patios and open gardens, privacy screens and work area screens, but shall not apply to retaining walls required by topography, where such enclosures are approved in advance by the Architectural Review Committee and provided they do not extend beyond the minimum building lines to any Lot line, and provided that they are located to. the rear of the front face of the Structure. Under no circumstances, .however, may such enclosures exceed a height of six {6) feet. No fences, walls or hedges shall be erected or placed nearer to any streetLot, line nhan the minimum building line. Such enclosures may extend beyond the minimum building llne"to a Lot line, provlded, any such enclosure is fifty percent (50%) "see-through." All gates must open inward onto a.Lot and shall~,not open onto another Lot or the Common Area. Any such fence or wall shall be decorative in character (rail, picket, etc.), and not of ~hain link or chicken wire. The foregoing restriction shall not.be construed to prohibit the growth of an ornamental hedge fence, which shall be kept neatly tri~ed, and shall be triced to a hedge of not more than three (3) feet in the front yard of any Lot and the side yard of corner Lots.

2.11. NEAT APPEARANCE. Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not.limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of

ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy The condition in question, and upon failure of the Owner to remedy The condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in cf/estion and to repair, ~aintaln, repaint and restore the Lot and the i~rovements or Structures thereon, and the cost thereof shall be a binding, personal, obligation of such Owner, as an additional assessment on the Lot.

2.12 ~. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-englne recreational qehicles or skateboard ra~,ps shall be run or operated upon any Lot o~' upon any roadways serving the .Property.

2.13 ~IMALS. No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate

clean-up and removal of their pets, waste from any other Lot and the Common Area.

2.14 **VEHICLES.**

(a) Other than private passenger vehicles, vans, trucks or permitted commercial vehicles in regular operation, no other motor vehicles or inoperable, unlicensed, junk or junked cars or other similar machinery or equipment of any kind or nature (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Lot) shall be kept on the Property or repaired on any portions of the Property except in emergencies. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires, and is in such good condition and repair as may be necessary for any person to drive the same on a public highway.

(b) NO commercial vehicles over 3/4 ton rated capacity ("Commercial Vehicles",) shall be left parked on any part of the Property, including, without limitation, any street or Lot, longer than is necessary to perform the business function of such vehicle in the area, it being the express intention of this restriction to prevent the parking of Commercial Vehicles upon the Property, including, without limitation, the streets or Lots in the Community, for a time greater than that which is necessary to accomplish the aforesaid business purpose.

(c) Trailers, boats, buses, campers and trailers shall not be parked, stored, maintained or repaired on any Lot except in a garage.

(d) Notwithstanding the above, during construction of dwellings, the Declarant and any Builder may maintain Commercial Vehicles and trailers on the Property for purposes of construction and for use as a field or sales office.

2.15 **LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any

shall be underground. No exterior radio, television and/or citizens band radio antennae, satellite dish, or other broadcasting or receiving apparatus shall be permitted upon any Lot.

2.16 ~. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

2.17 ~. Except for entrance signs, directional Signs, signs for traffic control or safety, community "theme areas, or "For Sale" signs (not larger than 2 feet by 3 feet), and except as provided in Section 2.6 of this Article If, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Structure. The provisions and limitations of this subsection shall not apply to any institutional first Mortgagee of any Lot who comes into possession of the Lot by reason .of any proceeding, arrangement, assignment or deed in lieu of foreclosure..

2.18 nR~AGP~m~T~. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association for approval. The minimum term of all lease agreements shall be "one (i) year, and shall state that the lease agreement shall be subject to this Declaration. Current copies of any lease must be supplied to the Association. Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.

2.19 FOREST BUFFER AND CRITICAL AREAS. The Forest Buffer and Critical Areas or any other natural resource conservation areas (the "sensitive areas"), as shown on the Plat, shall have the following restrictions:

- (a) The existing vegetation within the sensitive areas

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Order Date: 01-24-2024
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shown on the Plat shall not be disturbed (except as provided in subparagraphs (1) through (iv) below), including, without limitation, nondisturbance by tree removal, shrub removal, clearing, mowing, burning, spraying and grading.

(b) Soil disturbance shall not take place within the sensitive areas by grading, stripping of topsoil, plowing, cultivating, or other practices.

(c) Filling or dumping shall not occur within the sensitive areas.

(d) Except as permitted by the Baltimore County Department of Environmental Protection and Resource Management ("DEPRM"), the sensitive areas shall not be drained by ditching, underdrains or other drainage systems.

(e) Pesticides shall not be stored, used or applied within the sensitive areas, except for spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service.

(f) Animals shall not be housed, grazed or otherwise maintained within the sensitive areas.

(g) Motorized vehicles shall not be stored or operated within sensitive areas, except for maintenance and emergency use approved by DEPRM.

(h) Materials may not be stored within the sensitive areas.

(i) Generally, any portion of sensitive areas shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, its successors or assigns, the Association, or any Owner, except those of a minor nature necessary for such intended use and permitted by applicable law.

However, the following structures, practices, and

activities are permitted in the sensitive areas~

(i) Roads, bridges, trails, storm drainage, stormwater management facilities, and utilities approved by DEPRM are permitted within the sensitive areas provided that an alternatives analysis has clearly demonstrated that no other feasible alternative exists and that minimal disturbance will take place. This alternatives analysis shall be submitted to DEPRM in accordance with the Baltimore County Code, as amended ("Baltimore Code"). The foregoing structures shall be located, designed, constructed, and maintained to provide maximum erosion protection, to have the least adverse effects on wildlife and aquatic life, and their habitats, and to maintain hydrologic processes and water quality. Following any disturbance, the impacted area shall be restored.

(ii) Stream restoration projects, facilities and activities approved by DEPRM are permitted within the sensitive areas.

(iii) Scientific studies approved by DEPRM, including water quality monitoring and stream gauging, are permitted within the sensitive areas.

(iv) **Horticulture practices may be used to maintain the beauty of individual trees in the sensitive areas.**

Individual trees in the sensitive areas may be removed which are in danger of falling, causing damage to dwellings or other structures, or causing the blocking of streams..

(vi) Other timber cutting techniques approved by DEPRM may be undertaken within the sensitive areas under the advice and guidance of the state departments of agriculture and natural resources, if necessary to preserve the forest from extensive pest infestation, disease infestation, or threat from fire.

The provisions of this Section 2.19 may be waived or modified by variance only by DEPRM under the Baltimore Code.

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Enforcement shall be accomplished pursuant to the Baltimore Code.

2.20 TRASH. NO lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any wooden structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open in accordance with local law or on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in hard rubber, metal or plastic containers covered with a lid.

2.21 NEIGHBORHOOD INTERFERENCE. No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation, or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

2.22 WEAPONS. NO hunting or discharge of firearms or weapons of any nature whatsoever shall be permitted on the Property or any Lot.

2.23 NO EXCAVATION. No excavation shall be made on any Lot except for the purpose of building thereon at the time, when the building operations are commenced, and no earth or sand shall be removed from any Lot except as a part of such operations.

2.24 TREE. REMOVAL. No Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee

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approval.

2.25 ~. The mailboxes on all Lots shall be of a uniform size, shape and character and shall be approved pursuant to this Article If,

2.26 FAW~Ly DAY~. Notwithstanding anything .contained herein to the contrary, any Owner may use his or her residence as a Family Day Care Home ("Home") (as defined in Section 11B-111.1 of the Real Property Article of the Annotated Code of Mary_lan~, as amended from time to time) (the "Code") subject to the following requirements:

(a) The Owner or Day Care Provider (as defined in the Code) operating the Home 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 Owner shall provide a copy of the license to the Board of Directors prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or Day Care Provider shall obtain the llabil~ty insurance described in Article 48A, Section 481D of the Code, in at least the minimum amount described in that Section. The Owhet or DayCare Provider may not operate the Home without the liability insurance described herein, and shall presen~ p~roof of insurance to the Board of Directors before establishih~g.and operating the Home and upon any renewal of the policy. , "~

(c) The Owner or Day Care Provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the Association insurance costs attributable solely ~o 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 shall be considered an Assessment against the Lot, and may be collected in the same manner as .collection of annual and Special Assessments, as set forth in Article VIII of this Declaration.

(d) The Owner or Day Care Provider shall be responsible

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Address: 1300 New Point Rd
Order Date: 01/26/2014
Document: 01/26/2014
11/03/2014

Articles of Incorporation
Beachwood Estates Homeowners Association

Order: 7319237102
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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HomeAdvisor.com

ARTICLES OF INCORPORATION
OF
BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 12, 1996 AT 8:47 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ 20.00

RECORDING
FEE PAID:

\$ 20.00

SPECIAL
FEE PAID:

\$

D4497608

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

KANTOR & WINEGRAD
20 CROSSROADS DR STE 215
CHINGS MILLS MD 21117 5419

056C3103994

A 534520



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RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

DEPARTMENT OF ASSESSMENTS AND TAXATION



PARRIS N. GLENBENING

Governor

RONALD W. WINEHOLT

Director

PAUL B. ANDERSON

Administrator

Charter Division

DOCUMENT CODE 020 BUSINESS CODE 04 COUNTY 53

_____ P.A. _____ Religious _____ Close _____ Stock (Nonstock

Merging (Transferor) _____

Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10 _____ Expedited Fee
61 20 Rec. Fee (Arts. of Inc.)
20 20 Organ. & Capitalization
62 _____ Rec. Fee (Amendment)
63 _____ Rec. Fee (Merger, Consol.)
64 _____ Rec. Fee (Transfer)
66 _____ Rec. Fee (Revival)
65 _____ Rec. Fee (Dissolution)
75 _____ Special Fee
73 _____ Certificate of Conveyance

(New Name) _____

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

21 _____ Recordation Tax
22 _____ State Transfer Tax
23 _____ Local Transfer Tax
70 _____ Change of P.O., R.A. or R.A.A.
31 _____ Corp. Good Standing

Adoption of Assumed Name

600 Returns

52 _____ Foreign Qualification
NA _____ Foreign Registration
51 _____ Foreign Name Registration
53 _____ Foreign Resolution
54 _____ For. Supplemental Cert.
56 _____ Penalty
50 _____ Cert. of Qual. or Req.
83 _____ Cert. Limited Partnership
84 _____ Amendment to Limited Partnership
85 _____ Termination of Limited Partnership
80 _____ For. Limited Partnership
91 _____ Amend/Cancellation, For. Limited Part.
87 _____ Limited Part. Good Standing
67 _____ Cert. Limited Liability Partnership
68 _____ LLP Amendment - Domestic
69 _____ Foreign Limited Liability Partnership
74 _____ LLP Amendment - Foreign
99 _____ Art. of Organization (LLC)
98 _____ LLC Amend, Diss, Continuation
97 _____ LLC Cancellation.
96 _____ Registration Foreign LLC
94 - _____ Foreign LLC Supplemental
92 _____ LLC Good Standing (short)
13 _____ Certified Copy
Other _____

Other Change(s) _____

CODE _____

ATTENTION: _____

MAIL TO ADDRESS: Kogitar v
Kenegrad
Ste 215
20 Crossroads Dr.
Averigal Mills
Ph. 2117-5419

NOTE:

TOTAL FEES 40 Credit Card

Check Cash

Documents on checks

APPROVED BY: [Signature]

ARTICLES OF INCORPORATION

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC. DEPARTMENT OF ASSOCIATION AND TAXATION

APPROVED FOR RECORD

THIS IS TO CERTIFY:

9-12-96 at 8:47A

FIRST: The undersigned, Rachel M. Hess, whose post office address is 20 Crossroads Drive, Suite 215, Owings Mills, Maryland 21117, being at least eighteen years of age, is hereby forming a non-stock not-for-profit corporation under and by virtue of the general laws of the State of Maryland.

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

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC. *RWH*

THIRD: The purpose for which the Corporation is formed are as follows:

To organize and operate a real estate management association exclusively to provide for the acquisition, construction, management, maintenance, care and preservation of the open spaces, common area and facilities within those certain tracts of property described in paragraph (a) of this Article Third, and to promote the recreation, health, safety and welfare of the residents within the said described property, and any addition thereto as may hereafter be brought within the jurisdiction of this Corporation, no part of the net earnings of which is to inure to the benefit of, or be distributable to, any director, officer, or member of the Corporation, or any other individual, so that no pecuniary gain or profit to the members thereof is contemplated, and for such general purposes, and limited to those purposes, the Corporation shall have the following powers:

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(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each lot now or hereafter laid out or established within that parcel of land located in the 15th Election District of Baltimore County, Maryland, and more particularly described on

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Exhibits A and B attached to the Declaration, defined below.

As of the date hereof, the aforesaid parcel includes those residential lots, open spaces and common areas as is more particularly described in Exhibit A to the Declaration of Covenants, Conditions, and Restrictions (hereinafter called the "Declaration"), made by Beachwood Estates, L.L.C. and Beachwood I Limited Partnership and recorded or intended to be recorded among the Land Records of the County, as the same may hereafter from time to time be amended, or extended to any additional properties, said Declaration, made a part hereof, by reference thereto, as fully, and to the same extent as though incorporated herein, being applicable to the Community (as hereinafter defined) and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation. The aforesaid lots, open spaces and common areas are hereinabove and hereinafter referred to as the "Community".

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(b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as the same are set forth in the Declaration.

(c) To establish, fix, make, impose, levy, collect and enforce payment of, by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation.

(e) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the Class A members in the Corporation (except the Declarant if the Declarant is a Class A member) to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of,

the whole or any part of the property of the Corporation.

(f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless approved in writing by two-thirds (2/3) of the Class A members in the Corporation (except the Declarant if the Declarant is a Class A member) agreeing to such dedication, sale or transfer.

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members of each class of the membership in the Corporation, voting separately thereon.

(h) To annex to the Community, at any time, and from time to time, other and additional residential property, open space and common area, provided that any annexation of such other additional residential property, open space and common area shall have the assent of two-thirds (2/3) of each Class of members of the Corporation, voting separately thereon.

(i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

The Corporation is formed under the articles, conditions and provisions expressed herein and in the general laws of this State. In no event, however, shall the Corporation: (i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c) or 528 of the Internal Revenue Code of 1986, as amended to date, or corresponding provision of any future United States Internal Revenue law; or (iv) invest in or use any property in such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Section 501(c) or 528 of the Internal Revenue Code of 1986, as now in force or hereafter

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amended.

FOURTH: The post office address of the principal office of the Corporation in this State is 2401 York Road, Timonium, Maryland 21093. The name and post office address of the resident agent of the Corporation in this State are Rachel M. Hess, 20 Crossroads Drive, Suite 215, Owings Mills, Maryland 21117. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: The Corporation is not authorized to issue any capital stock. Each record owner, as hereinafter defined, of a lot now or hereafter laid out or established in the Community, or in any part of such additional property that may be brought within the jurisdiction of the Corporation shall be a member of the Corporation. Each Member shall be designated either a Class A Member or a Class B Member. A description of each class of membership, with the voting rights and powers of each class, is as follows:

(a) Class A Member: Except for the Declarant and any Builder (as such terms are defined in the Declaration), who shall initially be the Class B Members, a Class A Member shall be a record owner holding title to one or more lots laid out in the Community, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each Class A Member shall be entitled to one (1) vote per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Corporation.

(b) Class B Member: The Class B Members shall be the Declarant and any Builder. The Class B Members shall be entitled to three (3) votes per lot, for each such lot owned by such Member, in all proceedings in which the action shall be taken by members of the Corporation.

(c) Conversion: The Class B Membership shall be converted to a Class A Membership upon the earlier to occur of (i) December 31, 2001; or (ii) at such time as the total number of votes entitled to be cast by Class A Members of the Corporation equals or exceeds the total number of votes entitled to be cast by the Class B Members of the Corporation. After such conversion, if additional property is made subject to the Declaration then the Class B membership of the Class B Member shall be reinstated until December 31, 2006, or such earlier time as the total number of votes entitled to be cast by

Class A Members again equals or exceeds the total number of votes entitled to be cast by the Class B Members.

The term "record owner," as used in these Articles, means and includes the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a lot in the Community or located on any part of such additional property that may be brought within the jurisdiction of the Corporation and subjected by covenants of record to a lien for charges and assessments levied by the Corporation, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship.

If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Corporation by virtue of ownership of such lot. The term "record owner," however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Corporation. Conversely, every owner of a lot which is subject to assessment by the Corporation shall become and be a member of the Corporation.

If any single membership in the Corporation is comprised of two (2) or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the lot or lots held by said member, provided, however, that if only one (1) votes, he, she or it may cast the entire vote of the member and such act shall bind all.

SIXTH: The affairs of the Association shall be managed initially by a Board of three (3) directors, which number may be

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Order Date: 09-24-2024

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increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than three (3) nor more than nine (9); and the names of the directors who shall act until the first annual meeting or until their successors are duly chosen and qualified are Kimberly S. Cavanaugh, Armando J. Cignarale and Thomas J. Faust. No Director need be a member of the Corporation.

From and after the first annual meeting of members, the term of office of the Directors shall be staggered. At the first annual meeting, the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years and one-third of the directors for a term of (3) three years; and at each annual meeting thereafter the members shall elect one-third of the total number of directors for a term of three (3) years.

SEVENTH: The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Corporation, or, if there be more than one class of members, then by not less than two thirds (2/3) of each class of members of the Corporation, computed separately. Upon any dissolution of the corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, as the Board of Directors may determine, preferably to a semi-public agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

EIGHTH: Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership, provided, however, that the Federal Housing Administration, the Veterans Administration or the Department of Housing and Urban Development (collectively the "Federal Agencies"), or any successor agencies thereto, shall have the right to veto amendments while there is a

Class B membership if any such agency or any successor agencies thereto have approved the Community, or any part thereof, or any Lot, for federal financing by one of the Federal Agencies.

NINTH: As long as there is a Class B Member, if any of the Federal Agencies or any successor agencies thereto, whether public or private, approve the Community or any part thereof or any lot therein for federally approved mortgage financing, the following actions will require the prior approval of the Federal Agencies: annexation of additional properties; mergers and consolidations; mortgaging of or dedication of any of the Common Area; dissolution; and amendment of these Articles.

TENTH: No director or officer of the Corporation shall be liable to the Corporation or to its members for money damages except (a) to the extent that it is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (b) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (i) the result of active and deliberate dishonesty or (ii) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

ELEVENTH: Each officer and director of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the Members or otherwise.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledged the same to be my act on this 11th day of September, 1996.

WITNESS:

Cindy K. Rodman

Rachel M. Hess

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Budget
Beachwood Estates Homeowners Association

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Beachwood Estates Homeowners Assoc., Inc.
2024 Budget

Description	2024 Budget
INCOME	
Assessment Income (329 @ \$425.00)	\$ 139,825.00
Boat Yard Income (4 spots @ \$250)	\$ 1,000.00
TOTAL INCOME	\$ 140,825.00
EXPENSES	
Repairs & Maintenance	\$ 4,000.00
Grounds Care	\$ 20,000.00
Management Fee (MRA)	\$ 23,688.00
Insurance	\$ 7,000.00
Legal Fees	\$ 2,000.00
Office/Postage Expense	\$ 4,000.00
Website Expense	\$ 700.00
Accounting Fees	\$ 400.00
Meeting Room	\$ 100.00
Pool Management (DRD) + AED	\$ 54,525.00
Pool Opening/Winterization	\$ 2,000.00
Pool Telephone	\$ 350.00
Pool Water & Sewer	\$ 1,000.00
Pool Taxes (Water & Sewer)	\$ 3,000.00
Pool Electric	\$ 3,000.00
Pool Supplies	\$ 2,000.00
Pool Repairs/Maintenance	\$ 7,000.00
TOTAL EXPENSES	\$ 134,763.00
RESERVES	\$ 6,062.00
TOTAL EXPENSES & RESERVES	\$ 140,825.00

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Bylaws
Beachwood Estates Homeowners Association

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BY-LAWS

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Beachwood Estates Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 2401 York Road, Timonium, Maryland 21093, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Beachwood Estates Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property in Baltimore County (the "County") described in the Declaration of Covenants, Conditions and Restrictions referred to in Article II, Section 7 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned, leased or licensed by the Association for the common use, benefit and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land subject to assessment by the Association, and shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple or leasehold title to any Lot which is a part of the Properties, including contract sellers, but excluding ground rent owners and those having such interest merely as security for the performance of an obligation or payment of a debt.

Section 6. "Declarant" shall collectively mean and refer

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Order Date: 09-24-2024
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to Beachwood Estates, L.L.C. and Beachwood I Limited Partnership and any successors or assigns thereof to whom it shall expressly (i) convey or otherwise transfer all of its right, title and interest in the Properties, or the last thereof, as an entirety, without reservation of any kind; or (ii) transfer, set over or assign all its right, title and interest under the Declaration, or any amendment or modification thereof.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions dated _____, applicable to the Properties and heretofore recorded among the Land Records of Baltimore County, Maryland, in Liber _____, folio _____, et seq. and any additions, amendments or modifications thereto.

Section 8. "Member" or "Members" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration.

Section 9. Any other terms used herein shall have the meanings given to them in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at a time and place within the State of Maryland selected by the Board of Directors of the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are (i) entitled to vote one-fourth (1/4) of all of the votes of the Class A membership, or (ii) entitled to vote one-fourth (1/4) of all of the votes of the Class B membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing

a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, these By-Laws or applicable law. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed initially by a Board of three (3) directors, who need not be members of the Association. A majority of the entire Board of Directors is authorized to increase the number of Directors to a maximum of nine (9).

Section 2. Term of Office. From and after the first annual meeting of the Members, the term of office of the directors shall be staggered. At the first annual meeting the Members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years, and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one-third (1/3) of the total number of directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of

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the Association. In the event of death, resignation or removal of a director, his or her successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take under Maryland law at a closed meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a closed meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies. Nominations may be made from among Members or non-members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS, RIGHTS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of any recreational facilities located on any Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration;

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent

from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

Section 2. Specific Right of Inspection of The Board of Directors

Every Director of the Association will have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The foregoing right of inspection includes a right to make extracts and copies of documents.

Section 3. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by one-fourth (1/4) of the Class A Members or of the Class B Members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any Lots for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or

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not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(g) cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, and thereafter at the meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless any officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Members and of the Board of Directors and shall see that orders and resolutions of the Board are carried out. The President shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of

each to the Members.

ARTICLE IX
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each officer and director of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the Members or otherwise.

ARTICLE X
COMMITTEES

The Association shall appoint an Architectural Review Committee, as provided in the Declaration; and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
BOOKS AND RECORDS

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

ARTICLE XII
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which

which are secured by a continuing lien upon the lot against which the assessment is made. Any assessments or portions thereof which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Ten Dollars (\$10.00) per month until paid or ten percent (10%) of the Assessment, whichever is greater, and the Association may declare the entire balance of the assessment immediately due and payable. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

ARTICLE XIII
AMENDMENTS


Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration or the Department of Housing and Urban Development, or any successor agencies thereto, shall have the right to veto amendments while there is a Class B membership if any such agency or any successor agencies thereto have approved the Properties, any part thereof, or any Lot, for federal mortgage financing.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

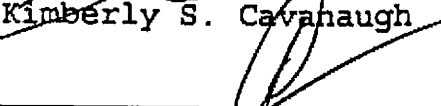
ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall be determined by the Board in its discretion.


IN WITNESS WHEREOF, we, being all of the directors of Beachwood Estates Homeowners Association, Inc., have hereunto set our hands this _____ day of _____, 199____.



Kimberly S. Cavanaugh



Armando J. Cignarale

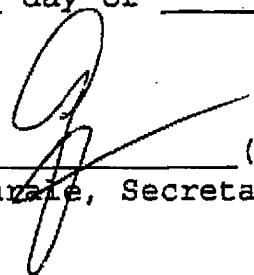


Thomas J. Faust

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify that I am the duly elected and acting Secretary of Beachwood Estates Homeowners Association, Inc., a Maryland corporation, and that the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted by unanimous written consent of the Board of Directors thereof on this ____ day of _____, 199__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this ____ day of _____, 199__.



(SEAL)
Armando J. Cignarale, Secretary

**BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.
 INFORMAL ACTION OF THE BOARD OF DIRECTORS**

October 27, 1998

The undersigned, constituting all of the members of the Board of Directors of Beachwood Estates Homeowners 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, do hereby take the actions below set forth and waive any rights to dissent from such actions.

RESOLVED: That pursuant to Article VII of the Beachwood Estates Homeowners Association, Inc., By-Laws, Section 1, Subsection (e), The Board of Directors has employed MRA Property Management, Inc., as the "manager" effective November 1, 1998.

RESOLVED: That pursuant to Article II, of the Beachwood Estates Homeowners Association, Inc., Declaration of Covenants, Conditions and Restrictions. Subsection 2.1, the Board of Director has appointed MRA Property Management, Inc., as the Architectural Review Committee, and shall have all the right, powers and duties granted to it pursuant to the Declaration, excluding approvals for new home plans which shall be the sole responsibility of the Declarant.

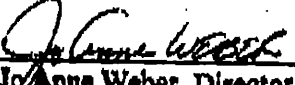
This informal action of the Board of Directors may be executed in counter part.

WITNESS, our hand and seals this day and year first above written.

 (Seal)
 Donald R. Stephen, Director

 (Seal)
 Dale T. Stephen, Director

 (Seal)
 Richard C. Tracey, Director

 (Seal)
 JoAnne Weber, Director

Point* Fax No	7871	Date	11/1/98	Pages	1
To	FRED TRAUT	From	DON STEPHEN		
Co./Dept.	MRA	Co.			
Phone #		Phone #			
Fax #	410-893-8244	Fax #			

Order: 031623/110
 Address: 19300 Sea Point Rd
 Order Date: 10-27-1998
 Document not for resale
 ScanMail.com

CC&Rs-Condo Declaration
Beachwood Estates Homeowners Association

Order: 73F6Z8ZNQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
HomeWiseDocs



Kathleen M. Elmore †
Ellen W. Throop ††
Maricruz J. Bonfante †

5 Riggs Avenue
Post Office Box 1473
Severna Park, MD 21146

† Maryland Bar
† Michigan Bar
† District of Columbia

(410) 544-6644
(800) 717-0642
(410) 544-7294 Fax
kemore@erols.com
www.Elmore-Throop.com

February 18, 2008

MRA Property Management, Inc.
Mr. Marc Boyd, Association Manager
3435-G Box Hill Corporate Center Drive
Abingdon, Maryland 21009

Re: **Beachwood Estates Homeowners Association, Inc.**
Depository Filing - June 19, 2007
Baltimore County - CERTIFICATE OF FILING
SWIMMING POOL & WADING POOL RESOLUTION

FEB 20 2008
1/07

Dear Mr. Boyd:

Please find enclosed the as recorded copy of the SWIMMING POOL & WADING POOL RESOLUTION approved 5/21/07 for Beachwood Estates Homeowners Association, Inc. The enclosed copies include the Certificate of Filing from the Clerk of the Circuit Court for Baltimore County which should be duplicated with the Resolution and sent out to the residents and owners if not already completed. If not already notified, please let us know the date for our records. **Note that Baltimore County does not stamp depository filings with Book and page numbers as the other counties do.**

Please also be advised that persons may obtain the information from the County Records by going to the Clerk of Court at the Circuit Court and making a copy. There will be a charge by the court for the copy costs.

As always, it is a pleasure to be of service to the community. Should you or the Board have any questions or if you require additional information, please contact us.

Yours truly

Kathleen M. Elmore

Enclosures: SWIMMING POOL & WADING POOL RESOLUTION approved 5/21/07
cc: President, Beachwood Estates Homeowners Association, Inc.

KME:O:\khemore\KME\DEPOS\1\FwdBeachwood.Est.LTR1.wpd
Order: 73F6Z8ZNR 10604.001
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
HomeWiseDocs

STATE OF MARYLAND, BALTIMORE COUNTY,
TO WIT:

I HEREBY CERTIFY THAT THE AFOREGOING IS A TRUE
PHOTOCOPY OF THE ORIGINAL Amendment to Homeowners Disclosure
Statement for Beachwood Estates Homeowners Association, Inc.

TAKEN FROM THE RECORDS OF THE CIRCUIT COURT FOR
BALTIMORE COUNTY AS RECORDED IN CASE N/A

IN TESTIMONY WHEREOF, I HERETO SET MY HAND AND AFFIX
THE SEAL OF THE CIRCUIT COURT FOR BALTIMORE COUNTY

THIS 19 DAY OF June, 2007



CLERK OF THE CIRCUIT COURT
FOR BALTIMORE COUNTY

**AMENDMENT
TO HOMEOWNERS DISCLOSURE
STATEMENT FOR**

**Beachwood Estates
Homeowners Association, Inc.**

(BALTIMORE COUNTY)

For deposit with the Circuit Court for Baltimore County sent this 12th day of June 2007.

**1. SWIMMING POOL AND WADING POOL
POLICY RESOLUTION
(approved May 21, 2007 - effective immediately).**

Return original and certified copy to :

*Beachwood Estates Homeowners Association, Inc.
c/o Kathleen M. Elmore, Esquire
Elmore & Throop, P.C.
5 Riggs Avenue
Severna Park, Maryland 21146
(410) 544-6644
kelmores@erols.com*

RECORDING FEE 20.00
TOTAL 20.00
Rec# BA05 Rpt # 13585
SH LL Blk # 1553
Jun 19, 2007 09:46 am

10604.000/001

O:\kelmore\KME\DEPOS\BEACHWOOD.EST.CVRI.wpd

Order: 73F6Z8ZNQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
HomeWiseDocs

**SWIMMING POOL AND WADING POOL
POLICY RESOLUTION**

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC

I. Preamble

These rules and regulations are adopted by the Board of Directors of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., on the 21 day of May, 2007.

Recitals

WHEREAS, the Board of Directors of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC ("the Association") is responsible for providing, for the benefit of the Owners, the preservation of the value and amenities in the Community, and the enforcement of all applicable covenants and restrictions of the BEACHWOOD ESTATES ("the Community"); and

WHEREAS, the Association exists pursuant to applicable state law and governing documents; and

WHEREAS, the Board of Directors of the Association is given the authority to appoint the Architectural Review Committee and to remove and replace individuals selected to serve on the Architectural Review Committee. The Architectural Review Committee acts at the behest and on the behalf of the Board of Directors of the Association; and

WHEREAS, the Board of Directors shall have the power to adopt and publish rules and regulations clarifying the use of the Common Area, facilities and the Lots, and the personal conduct of the Members and their guests thereon and to enforce against such infractions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant pursuant to Article XI of the Declaration for BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC (hereinafter "Declaration"); and

WHEREAS, the Association desires and intends to adopt a policy clarifying the definition of a "Swimming Pool" under Article II, Section 2.4 of the Declaration and to distinguish a "wading pool" or "kiddie pool" from a Swimming Pool to prevent misinterpretation of the terms and to address any ambiguity within the governing Declaration; and

WHEREAS, the Association intends to continue to disallow those pools determined to fit the definition of a "swimming pool".

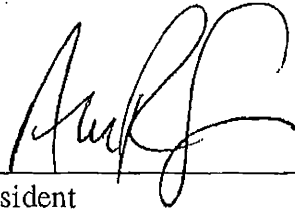
NOW THEREFORE, the Association adopts the following Swimming Pool and Wading Pool policy for the Community, hereinafter referred to as the "Swimming Pool Resolution" which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

Order Date: 09-24-2014

Document not for resale

HomeWiseDocs

Adopted on May 21, 2007, by the Board of Directors of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.



President

WITNESS:



Secretary

Published to the Owners on May 20, 2007.



Kathleen M. Elmore †
Ellen W. Throop ††
Maricruz J. Bonfante †

† Maryland Bar
† Michigan Bar

*Please file
in HOA Depository*

5 Riggs Avenue
Post Office Box 1473
Severna Park, MD 21146

(410) 544-6644
(800) 717-0642
(410) 544-7294 Fax
kelmore@erals.com
www.Elmore-Throop.com

April 4, 2007

VIA EMAIL and First Class Mail
MRA Property Management, Inc.
Mr. Marc Boyd, Association Manager
3435-G Box Hill Corporate Center Drive
Abingdon, Maryland 21009

Re: Beachwood Estates Homeowners Association, Inc.
Swimming Pool and Wading Pool Resolution
Account No. 10604.001

APR 5 2007

Dear Mr. Boyd:

Please find enclosed a Swimming Pool and Wading Pool Resolution for Beachwood Estates Homeowners Association, Inc.

Please let us know if there are any questions or concerns.

Sincerely,

Maricruz J. Bonfante
Maricruz J. Bonfante

MJB/s

O:\mbonfante\clients\106\10604 - Beachwood\policy cover.wpd

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
HomeWiseDocs

**SWIMMING POOL AND WADING POOL
POLICY RESOLUTION**

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC

I. Preamble

These rules and regulations are adopted by the Board of Directors of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., on the 21 day of May, 2007.

Recitals

WHEREAS, the Board of Directors of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC (“the Association”) is responsible for providing, for the benefit of the Owners, the preservation of the value and amenities in the Community, and the enforcement of all applicable covenants and restrictions of the BEACHWOOD ESTATES (“the Community”); and

WHEREAS, the Association exists pursuant to applicable state law and governing documents; and

WHEREAS, the Board of Directors of the Association is given the authority to appoint the Architectural Review Committee and to remove and replace individuals selected to serve on the Architectural Review Committee. The Architectural Review Committee acts at the behest and on the behalf of the Board of Directors of the Association; and

WHEREAS, the Board of Directors shall have the power to adopt and publish rules and regulations clarifying the use of the Common Area, facilities and the Lots, and the personal conduct of the Members and their guests thereon and to enforce against such infractions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant pursuant to Article XI of the Declaration for BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC (hereinafter “Declaration”); and

WHEREAS, the Association desires and intends to adopt a policy clarifying the definition of a “Swimming Pool” under Article II, Section 2.4 of the Declaration and to distinguish a “wading pool” or “kiddie pool” from a Swimming Pool to prevent misinterpretation of the terms and to address any ambiguity within the governing Declaration; and

WHEREAS, the Association intends to continue to disallow those pools determined to fit the definition of a “swimming pool”.

NOW THEREFORE, the Association adopts the following Swimming Pool and Wading Pool policy for the Community, hereinafter referred to as the “Swimming Pool Resolution” which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

II. Policy

A. Article II, Section 2.4 of the Declaration currently provides:

Swimming Pools. No above ground or other type of pool shall be permitted on any Lot.

B. Swimming Pool shall be defined as follows:

1. a tank or large artificial basin for filling with water for swimming;
2. a tank or basin that is installed in the ground;
3. Any tank or basin that is deeper than 1 foot; or
4. any pool requiring ladders, pumps, filter systems and chlorine.

C. Wading Pools/Kiddie Pools shall be defined as follows:

1. A Plastic or Rubber basin for filling with water for wading or sitting; and
2. A tank or basin that is less than or equal to 1 foot deep when completely filled;

D. The term "pool", as used in Article II, Section 2.4 refers to a swimming pool and does not refer to any other type of pool.

E. That the Association will continue to enforce the Declaration and prohibits the installation and maintenance of a swimming pool on any Lot.

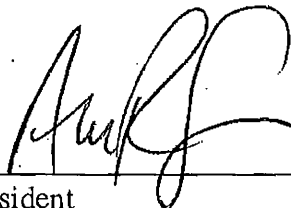
F. Wading Pools and Kiddie Pools are not considered "Swimming Pools". The Association will allow the use of Wading Pools and Kiddie Pools that meet the definition provided in Paragraph C above provided that they are emptied of water and stored out of sight every night.

III. To the extent permitted by law, the Association shall be entitled to all court costs and actual attorneys fees incurred by the Association in the enforcement of this policy.

IV. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

Adopted on May 21, 2007, by the Board of Directors of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.



President

WITNESS:



Secretary

Published to the Owners on May 20, 2007.

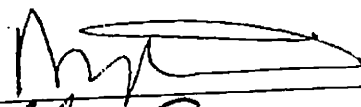
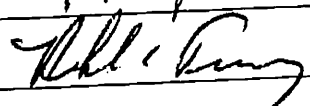
BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.
RESOLUTION REGULATING NONPAYMENT OF ASSESSMENTS

WHEREAS, Article VII of the By-Laws for Beachwood Estates Homeowners Association, Inc. sets forth certain limitations on use of property which may be modified or regulated by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following procedures are hereby adopted to apply to Article VII of the By-Laws inclusive of Beachwood Homeowners Association, Inc.:

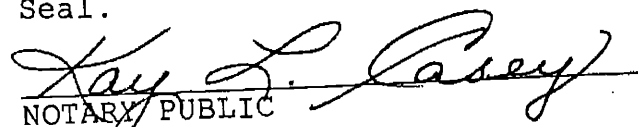
"Reasonable attorneys fees are herewith set at the rate of thirty percent (30%) of the total amount due and owing by the Owner of the property. "

This Resolution of the Board of Directors may be executed in counterparts.

PRESIDENT: 
SECRETARY: 

I HEREBY CERTIFY that on this 27th day of April, 2000, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Donald R. Stephen and Richard C. TRACEY who acknowledged that he/she, is the President and Secretary respectively of Beachwood Estates Homeowners Association, Inc. and that he/she as President and Secretary, being authorized to do so, executed the foregoing instrument by signing for the corporation by himself herself, as President and Secretary.

AS WITNESS WHEREOF, I have hereunto set my Hand and Notarial Seal.


NOTARY PUBLIC

My Commission Expires: 06-28-03

MAY 2 2000

Circuit Court for
BALTIMORE COUNTY
Clerk of the Court,
SUZANNE HENSH

COUNTY COURTS BUILDING
401 BOSLEY AVE. - P.O. BOX 6754
TOWSON, MD 21285-6754
(410) 897-2601

Instrument Intake Sheet

Baltimore
Clerk's Office, State Department of
Tuition Finance Office only.
All Copies Must Be Legible
(This Form is Attached)

- 1
- 2 Transaction Block: 2529
- 3 DECLARATION/BY LAWS AMOUNT
IMP FD SURE #2 2.00
RECORDING FEE 20 28.00
- 4 SUBTOTAL: 22.00
- Transaction Block: 2530
COPIES AMOUNT
PHOTOCOPY-A 4.50
- 5 SUBTOTAL: 4.50
- TOTAL CHARGES: 26.50
- PAYMENTS
CHECK 26.50
- TOTAL TENDERED: 26.50

6 Cashiers: SSI Reg # 8803
Rcpt # 37343
Date: May 20, 1997 Time: 09:31 am

SI
sub
applicable information.
A maximum of 40
characters will be
indexed in accordance
with the priority cited in
Real Property Article
Section 3-104(g)(9)(i).

Other Isra. Conventions Other

Multiple Accounts Not an Arms- Length Sale

FD SURE # 2.00
RECORDING FEE 28.00
TOTAL 22.00
Recpt # 37343
Bk # 2529

Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	
Less Exemption Amount	
Total Transfer Tax	
Recordation Tax Consideration	
TOTAL DUE	
Doc. 1	Doc. 2
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
Grantor/Liber/Folio	Map
Parcel No.	Part of
Lot (3a)	Block (3b)
Section (3c)	Plat Ref.
Sq Ft/Acreage (4)	
Location/Address of Property Being Conveyed (2)	

- 7 Transferred From
- 8 Transferred To
- 9 Other Names to Be Indexed
- 10 Contact/Mail Information

Other Property Identifiers (if applicable): _____ Water Meter Account No. _____

Residential or Non-Residential Fee Simple or Grant Rent Amount: _____

Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred: _____

If Partial Conveyance, List Improvements Conveyed: _____

Doc. 1 - Grantor(s) Name(s): Beachwood Estates LLC
Doc. 2 - Grantor(s) Name(s): _____

Doc. 1 - Owner(s) of Record, if Different from Grantor(s): Beachwood I Limited Partnership
Doc. 2 - Owner(s) of Record, if Different from Grantor(s): _____

Doc. 1 - Grantee(s) Name(s): Beachwood Estates LLC
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): _____

Instrument Submitted By or Contact Person: _____ Return to Contact Person

Name: Myles Lichtenberg Hold for Pickup

Firm: Gracestead Title + Escrow Co. Return Address Provided

Address: 7920 Mc Donogh Rd. Ste. 203
Owings Mills MD 21117 Phone: (410) 654-8898

5-20-97
Hydunger
23D

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 Ver/Usual Annuity/Partial Whole Paid Trans. Process Verification

Transfer Number	Date Received	Dead Relevance	Assigned Property No.
Year	18	19	
Map	Grid	Block	
Sub	Plat	Lot	
Buildings	Section	Dist. Cd.	
Total	Town Cd.	Ex. St.	

REMARKS: _____

SM 0011801 584

147
17
16

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") made this 1st day of August, 1996, by BEACHWOOD ESTATES, L.L.C., a Maryland limited liability company and BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership (collectively, the "Declarant").

RECITALS

A. The Declarant is the owner of certain land in Baltimore County, Maryland (the "County"), described in Exhibit A and Exhibit B, attached hereto (the "Land").

B. It is the intention of the Declarant to develop the Land as a residential community, and to insure therefor a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

(1) To insure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).

(2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.

(3) To make certain that the Covenants shall apply uniformly to all Lots for the mutual advantage of the Declarant, the Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.

(4) To provide for the benefit of the Owners, the

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE [Signature] DATE 9/17/96

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

[Signature] 9/17/96

TRANSFER TAX NOT COLLECTED
BALTIMORE COUNTY, MARYLAND
Per [Signature]

Date: 9/17/96 Sec. 33-139 [Signature]

preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Area (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which association shall be incorporated under the laws of the State of Maryland, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of and to be observed and enforced by the Declarant, its successors and assigns, as well as by all purchasers of Lots, to wit:

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Agreement" shall mean and refer to that certain Agreement dated August 1, 1996, which is intended to be recorded among the Land Records of Baltimore County.

1.2 "Association" shall mean and refer to the Beachwood Estates Homeowners Association, Inc.

1.3 "Builder" shall mean any person or entity other than the Declarant, which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.4 "Common Area" shall mean and refer to those

areas of land, sometimes designated on the Plat as "H.O.A. Open Space," intended to be devoted to the common use and enjoyment of the Owners of the Lots, including but not limited to reserved open spaces, maintenance areas, non-tidal wetlands, recreational facilities and improvements related thereto, and any other real property or other facilities which the Association owns and/or in which the Association acquires a right of use for the benefit of the Association and its members, saving and excepting, however, so much of the Land previously conveyed or to be conveyed to the County.

1.5 "Community" shall mean and refer to all of the Land hereby made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records and any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.6 "Declarant" shall collectively mean and refer to Beachwood Estates, L.L.C. and Beachwood I Limited Partnership, and any successor or assign thereof to whom they shall expressly (a) convey or otherwise transfer all of their right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of their right, title and interest under this Declaration, or any amendment or modification thereof.

1.7 "Development Period" shall mean the time between the date of recordation of this Declaration among the Land Records and the date on which the Class B membership in the association converts to a Class A membership as described in Article IV.

1.8 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as lots or plots of ground (exclusive of the Common Area) and designated by numerals on the Plat, on which a dwelling is proposed to be constructed.

1.9 "Mortgage" means any mortgage or deed of trust

0011801 587

encumbering any Lot or any or all of the Common Area, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

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

1.11 "Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entirety, or tenants in copartnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, shall be deemed a single Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Owner," however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, (but shall instead mean the holder of the leasehold interest that is subject to redemption under Title 8 of the Real Property Article, Annotated Code of Maryland) nor shall it include a Mortgagee.

1.12 "Plat" shall mean and refer to the plat entitled, "FIRST AMENDED, BEACHWOOD ESTATES, PHASE ONE - SECTION ONE", as recorded among the Land Records of the County, in Plat Book S.M. 68, folio 98, and any plats recorded among the Land Records in substitution there for or amendment thereof, plus any plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Land Records.

Order: 73F6Z8ZLNQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024

Document not for resale.
HomeWiseDocs

1.13 "Property" shall mean and refer to all of the real property described in Exhibit A attached hereto, and any Additional Land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.14 "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by an Owner hereunder other than the Declarant.

ARTICLE II

COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee, which shall be appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee") shall have all the rights, powers and duties granted to it pursuant to this Declaration. The Architectural Review Committee shall at all times be comprised of at least three (3) members. At any time, or from time to time, during the Development

Period, the initial members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community, (the "Design Guidelines") and rules and regulations pertaining to the use of the Lots, which shall be made available to all Members, and to waive such portion or portions of the Covenants numbered 2.3 through 2.26 of this Article II as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interests of the Community.

2.2 ARCHITECTURAL REVIEW.

(a) No Structure (other than construction or development by, for or under contract with Declarant) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, in duplicate, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, together with the estimated costs of said Alterations or construction, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve

the Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration, applicable law and the Design Guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability; factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person. In the event the Architectural Review Committee fails to approve or disapprove any plans within sixty (60) days of receipt thereof, such plans shall be deemed approved. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are

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subsequently submitted for use in any other instance. The Architectural Review Committee shall have the right to charge a processing fee, not in excess of \$100.00, for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date of approval and completed within twelve (12) months of commencement of the Alterations, or within such other period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly, after the Association gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and, upon the failure of the Owner to pay such cost within ten (10) days after such Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

(g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof, the Architectural Review Committee, upon request of the applicant shall issue a Certificate of Compliance identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate of Compliance issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in such certificate comply with the provisions hereof.

2.3 **LAND USE.** The Lots, except as hereinafter provided, shall be used for private and residential purposes only and no dwelling of any kind whatsoever shall be erected, altered or maintained thereon except a private dwelling house for the sole and exclusive use of the Owner or occupant of the Lot. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family detached dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration.

2.4 **SWIMMING POOLS.** No above ground or other type of pool shall be permitted on any Lot.

2.5 **STRUCTURES.** No Structure of a temporary character, such as a trailer, tent, shack, garage, or an outbuilding type of

Structure, including, without limitation, sheds and storage facilities, shall be erected or maintained on any Lot at any time without approval from the Architectural Review Committee. All such Structures shall be attached to the dwelling and all materials harmonious with the exterior of the dwelling (i.e., siding, roof and paint color). Nothing in this Declaration shall be deemed to prohibit an Owner from placing upon its Lot reasonably sized garden sheds, greenhouses or other similar accessory structures approved in advance by the Architectural Review Committee.

2.6 REAL ESTATE SALES OR CONSTRUCTION OFFICE.

Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

2.7 CLOTHES LINE. No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, etc. be hung outside.

2.8 TRAFFIC VIEW. No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet).

2.9 **YARDS.** No lawn ornaments or improvements of any kind shall be erected, placed or planted without the prior approval of the Architectural Review Committee. Notwithstanding the foregoing, there shall be no limitation or regulation on the planting of grass, trees, shrubbery and flowers, which shall be at the discretion of the Owner of each Lot.

2.10 **FENCES AND WALLS.** All fences and walls (except such fences and walls as may be installed and/or constructed by Declarant or Builder simultaneously with the initial construction of a dwelling on a Lot by Declarant or Builder), must receive the prior written approval of the Architectural Review Committee. Any rear yard fence shall not extend forward of the rear foundation wall, nor exceed six(6) feet in height or impede surface drainage. The foregoing height restriction shall apply to enclosures of patios and open gardens, privacy screens and work area screens, but shall not apply to retaining walls required by topography, where such enclosures are approved in advance by the Architectural Review Committee and provided they do not extend beyond the minimum building lines to any Lot line, and provided that they are located to the rear of the front face of the Structure. Under no circumstances, however, may such enclosures exceed a height of six (6) feet. No fences, walls or hedges shall be erected or placed nearer to any street Lot line than the minimum building line. Such enclosures may extend beyond the minimum building line to a Lot line, provided, any such enclosure is fifty percent (50%) "see-through." All gates must open inward onto a Lot and shall not open onto another Lot or the Common Area. Any such fence or wall shall be decorative in character (rail, picket, etc.), and not of chain link or chicken wire. The foregoing restriction shall not be construed to prohibit the growth of an ornamental hedge fence, which shall be kept neatly trimmed, and shall be trimmed to a hedge of not more than three (3) feet in the front yard of any Lot and the side yard of corner Lots.

2.11. **NEAT APPEARANCE.** Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of

ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot.

2.12 **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

2.13 **ANIMALS.** No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate

clean-up and removal of their pets' waste from any other Lot and the Common Area.

2.14 VEHICLES.

(a) Other than private passenger vehicles, vans, trucks or permitted commercial vehicles in regular operation, no other motor vehicles or inoperable, unlicensed, junk or junked cars or other similar machinery or equipment of any kind or nature (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Lot) shall be kept on the Property or repaired on any portions of the Property except in emergencies. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires, and is in such good condition and repair as may be necessary for any person to drive the same on a public highway.

(b) No commercial vehicles over 3/4 ton rated capacity ("Commercial Vehicles") shall be left parked on any part of the Property, including, without limitation, any street or Lot, longer than is necessary to perform the business function of such vehicle in the area, it being the express intention of this restriction to prevent the parking of Commercial Vehicles upon the Property, including, without limitation, the streets or Lots in the Community, for a time greater than that which is necessary to accomplish the aforesaid business purpose.

(c) Trailers, boats, buses, campers and tractors shall not be parked, stored, maintained or repaired on any Lot except in a garage.

(d) Notwithstanding the above, during construction of dwellings, the Declarant and any Builder may maintain Commercial Vehicles and trailers on the Property for purposes of construction and for use as a field or sales office.

2.15 LIGHTING AND WIRING. The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot

shall be underground. No exterior radio, television and/or citizens band radio antennae, satellite dish, or other broadcasting or receiving apparatus shall be permitted upon any Lot.

2.16 SUBDIVISION. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

2.17 SIGNAGE. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs (not larger than 2 feet by 3 feet), and except as provided in Section 2.6 of this Article II, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Structure. The provisions and limitations of this subsection shall not apply to any institutional first Mortgagee of any Lot who comes into possession of the Lot by reason of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

2.18 LEASE AGREEMENTS. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association for approval. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration. Current copies of any lease must be supplied to the Association. Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.

2.19 FOREST BUFFER AND CRITICAL AREAS. The Forest Buffer and Critical Areas or any other natural resource conservation areas (the "sensitive areas"), as shown on the Plat, shall have the following restrictions:

- (a) The existing vegetation within the sensitive areas

shown on the Plat shall not be disturbed (except as provided in subparagraphs (i) through (iv) below), including, without limitation, nondisturbance by tree removal, shrub removal, clearing, mowing, burning, spraying and grading.

(b) Soil disturbance shall not take place within the sensitive areas by grading, stripping of topsoil, plowing, cultivating, or other practices.

(c) Filling or dumping shall not occur within the sensitive areas.

(d) Except as permitted by the Baltimore County Department of Environmental Protection and Resource Management ("DEPRM"), the sensitive areas shall not be drained by ditching, underdrains or other drainage systems.

(e) Pesticides shall not be stored, used or applied within the sensitive areas, except for spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service.

(f) Animals shall not be housed, grazed or otherwise maintained within the sensitive areas.

(g) Motorized vehicles shall not be stored or operated within sensitive areas, except for maintenance and emergency use approved by DEPRM.

(h) Materials may not be stored within the sensitive areas.

(i) Generally, any portion of sensitive areas shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, its successors or assigns, the Association, or any Owner, except those of a minor nature necessary for such intended use and permitted by applicable law.

However, the following structures, practices, and

activities are permitted in the sensitive areas:

(i) Roads, bridges, trails, storm drainage, stormwater management facilities, and utilities approved by DEPRM are permitted within the sensitive areas provided that an alternatives analysis has clearly demonstrated that no other feasible alternative exists and that minimal disturbance will take place. This alternatives analysis shall be submitted to DEPRM in accordance with the Baltimore County Code, as amended ("Baltimore Code"). The foregoing structures shall be located, designed, constructed, and maintained to provide maximum erosion protection, to have the least adverse effects on wildlife, aquatic life, and their habitats, and to maintain hydrologic processes and water quality. Following any disturbance, the impacted area shall be restored.

(ii) Stream restoration projects, facilities and activities approved by DEPRM are permitted within the sensitive areas.

(iii) Scientific studies approved by DEPRM, including water quality monitoring and stream gauging, are permitted within the sensitive areas.

(iv) Horticulture practices may be used to maintain the health of individual trees in the sensitive areas.

(v) Individual trees in the sensitive areas may be removed which are in danger of falling, causing damage to dwellings or other structures, or causing the blocking of streams.

(vi) Other timber cutting techniques approved by DEPRM may be undertaken within the sensitive areas under the advice and guidance of the state departments of agriculture and natural resources, if necessary to preserve the forest from extensive pest infestation, disease infestation, or threat from fire.

The provisions of this Section 2.19 may be waived or modified by variance only by DEPRM under the Baltimore Code.

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Enforcement shall be accomplished pursuant to the Baltimore Code.

2.20 TRASH AND OTHER MATERIALS. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any wooden structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open in accordance with local law or on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in hard rubber, metal or plastic containers covered with a lid.

2.21 NON-INTERFERENCE WITH UTILITIES. No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

2.22 NO HUNTING. No hunting or discharge of firearms or weapons of any nature whatsoever shall be permitted on the Property or any Lot.

2.23 NO EXCAVATION. No excavation shall be made on any Lot except for the purpose of building thereon at the time when the building operations are commenced, and no earth or sand shall be removed from any Lot except as a part of such operations.

2.24 TREE REMOVAL. No Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee

approval.

2.25 **MAILBOXES**. The mailboxes on all Lots shall be of a uniform size, shape and character and shall be approved pursuant to this Article II.

2.26 **FAMILY DAY CARE**. Notwithstanding anything contained herein to the contrary, any Owner may use his or her residence as a Family Day Care Home ("Home") (as defined in Section 11B-111.1 of the Real Property Article of the Annotated Code of Maryland, as amended from time to time) (the "Code") subject to the following requirements:

(a) The Owner or Day Care Provider (as defined in the Code) operating the Home 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 Owner shall provide a copy of the license to the Board of Directors prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or Day Care Provider shall obtain the liability insurance described in Article 48A, Section 481D of the Code, in at least the minimum amount described in that Section. The 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 of Directors before establishing and operating the Home and upon any renewal of the policy.

(c) The Owner or Day Care Provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the Association insurance costs attributable solely to the establishment and operation of the Home, upon presentation of a statement from the Board setting forth the increased insurance costs and requesting payment of same. The increased insurance costs shall be considered an Assessment against the Lot, and may be collected in the same manner as collection of annual and Special Assessments, as set forth in Article VIII of this Declaration.

(d) The Owner or Day Care Provider shall be responsible

for payment of a fee determined by the Board of Directors, for the Home's entitlement to use of the Common Area. The Board shall establish the fee and shall advise all Owners or Day Care Providers operating Homes of the amount due on an annual basis. The fee shall not be in an amount in excess of Fifty and No/100 Dollars (\$50.00). Upon presentation of a statement for the annual fee and demand for payment, the Owner or Day Care Provider shall promptly remit payment to the Board of Directors. The fee shall be considered an Assessment against the Lot, and may be collected in the same manner as collection of annual and Special Assessments, as set forth in Article VIII of the Declaration.

(e) No play equipment or fenced off play area may be placed on any Lot or the Common Area without the prior written approval of the Board of Directors of the Association.

2.27 STORM WATER FACILITY MAINTENANCE. Upon completion and acceptance of storm water management facilities on the Property, if any, the Association shall be responsible for the maintenance of such facilities in accordance with the rules and regulations of the County.

2.28 BALTIMORE COUNTY ACCESS EASEMENT. The duly authorized employees and representatives of Baltimore County shall have the right to enter upon the Property for the purpose of performing necessary inspection, maintenance and repair to any completed storm water management facility, when such maintenance or repair is not satisfactorily completed by the owner of the facility within a reasonable time, and to assess such owner for the costs thereof.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

3.1 PROPERTY. The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit A attached hereto, all of which real property is referred

to herein as the "Property."

3.2 ADDITIONS TO PROPERTY.

(a) The Declarant, its successors and assigns, shall have the right for seven (7) years from the date hereof to bring within the scheme of this Declaration additional property within the Community (the "Additional Property") without the consent of the Class A members of the Association provided that the annexation is in accordance with the general plan heretofore approved. The general plan of development is shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon. The Additional Property that may be annexed to the Community is described on Exhibit B attached hereto.

(b) The additions authorized under this subsection shall be made by filing a supplemental declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Owners of the Property. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the Covenants established by this Declaration for the Property as of the date hereof.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 MEMBERSHIP. Every Owner of a Lot that is subject to

assessment shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

4.2 CLASSES OF MEMBERSHIP.

(a) The Association shall have two (2) classes of voting membership:

(i) Class A. Except for the Declarant and any Builder, whom shall initially be the Class B members, the Class A members shall be all Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(ii) Class B. The Class B members shall be the Declarant and any Builder. The Class B members shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which actions shall be taken by members of the Association. Notwithstanding anything contained herein to the contrary, each Builder shall be conclusively deemed during the Development Period:

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

(B) To have agreed with the Declarant that such proxy is given to and relied upon by the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and

(C) Such proxy shall cease with respect to the votes appurtenant to a Lot when a dwelling has been constructed on such Lot and legal title to such Lot is conveyed to a person who intends to occupy such dwelling as a residence.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association; or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

4.3 **CONVERSION.** The Class B membership in the Association shall cease and be converted to Class A membership in the Association, upon the earlier to occur of (i) December 31, 2001; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B members of the Association. If after such conversion additional Property is made subject to the Declaration, then the Class B members shall be reinstated until, December 31, 2006, or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by the Class B members. The Declarant and any Builder shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant and any Builder then hold the interest otherwise required for Class A membership.

ARTICLE V

DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS

5.1 **RESERVED RIGHTS OF DECLARANT.** The Association shall hold the Common Area conveyed to it pursuant to Article VI hereof

and each Owner shall own its Lot subject to the following:

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," and "Open Space," or otherwise designated as an easement area over any road or Common Area on the Property, and over ten (10) foot wide strips of land running along the front, rear, side and other Lot lines of each Lot, except for the common side lines on the Lots, for the purposes of proper surface water drainage, for ingress and egress, for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such purposes. Within the aforesaid easement areas, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the Owner of the Lot.

(b) The reservation to Declarant and its successors and assigns; of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services,

and related services and facilities.

(c) The designation of streets, avenues, roads, courts and places upon the Plat is for the purpose of description only and not dedication, and the rights of the Declarant in and to the same are specifically reserved, and the Declarant hereby reserves unto itself, and its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and places as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein. The Declarant further reserves unto itself, and its successors and assigns, the bed, in fee, of all streets, avenues and public highways in the Community, as shown on the Plat.

(d) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.

(e) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and stormwater management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Architectural Review Committee.

(f) Declarant further reserves unto itself and its

successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. Similarly, Declarant reserves the right unto itself, and its successors and assigns, and, without limitation, the Association, to enter on any Lot during normal business hours for the purpose of mowing the lawn thereon and trimming such greenery as Declarant deems appropriate, but Declarant shall be under no obligation to do so. No right shall be conferred upon any Owner by the recording of any plat relating to the development of the Property in accordance with such plat, Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

(g) Declarant further reserves unto itself, and any Builder, and their respective successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's or Builder's activities or construction, and notwithstanding any provisions of this Declaration, none of the Declarant's or Builder's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right for itself, and any Builder, and their respective successors and assigns, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant and any Builder will take reasonable steps to avoid unduly interfering with the beneficial use of the Lots by Owners.

(h) Declarant also reserves unto itself, and its respective successors and assigns, and establishes and creates for the benefit of all Owners, a non-exclusive, perpetual easement, right and privilege to use and enjoy the Recreational Facilities (as such term is defined in the Agreement). There is hereby created for the benefit of all owners of units located within the development known as "Beachwood North Homeowners Association, Inc.", a non-exclusive perpetual easement for the use of the Recreational Facilities, subject to the terms of the Agreement.

5.2 INCORPORATION BY REFERENCE; FURTHER ASSURANCES. Any and all grants made to the Association with respect to any of the Common Area and all grants made with respect to any Lots shall be conclusively deemed to incorporate the foregoing reservations, whether or not specifically set forth in such instruments. At the request in writing of any party hereto, any other party shall from time to time execute, acknowledge and deliver such further assurances of such reservations as may be necessary.

ARTICLE VI

COMMON AREA

6.1 GRANT OF COMMON AREA. The Association shall take title to the Common Area that is part of the Property free and clear of all encumbrances, except non-monetary title exceptions and this Declaration not later than the date the first Lot is conveyed to an Owner (other than the Declarant or Builder). The Covenants are hereby imposed upon the Common Area for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Area subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.

6.2 MEMBER'S RIGHT OF ENJOYMENT. Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Area and such non-exclusive right and easement shall be

0011801 610

appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. Except as otherwise permitted by the provisions of this Declaration, the Common Area shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Area may be used exclusively by any Owner or Owners for personal vegetable gardens, storage facilities or other private uses.

6.3 **NUISANCE.** No noxious or offensive activity shall be carried on upon the Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

6.4 **MAINTENANCE OBLIGATIONS OF THE ASSOCIATION.** The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Area and any area dedicated to a public or governmental entity, if such entity fails to properly maintain such area, as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense. In addition, in accordance with the Agreement, all of the provisions of which are hereby incorporate by reference as if fully set forth, the Recreational Facilities (as defined in the Agreement), if constructed, shall be operated, managed and maintained by the Association. The Association shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the foregoing areas, which proportionate share shall be determined based on the ratio which the number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property.

0011801 612

and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Area, and

(g) All of the foregoing shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association and the Declarant shall each have the right to abate summarily and remove any such breach or violation by any member at the cost and expense of such member.

6.6 DELEGATION OF RIGHT OF USE. Any member of the Association may delegate its rights to the use and enjoyment of the Common Area to family members who reside permanently with such member and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

6.7 RULES AND REGULATIONS. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Further, each Owner shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Area.

ARTICLE VII

ENCROACHMENTS

If any Structure or any part thereof, now or at any time hereafter, encroaches upon an adjoining Lot or any Structure encroaches upon any Common Area, whether such encroachment is attributable to construction, settlement or shifting of the Structure or any other reason whatsoever beyond the control of the Board of Directors or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

ARTICLE VIII

COVENANT FOR ASSESSMENT

8.1 COVENANT FOR ASSESSMENT. The Declarant for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for annual assessments or charges, and (b) special assessments or charges, for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article VIII shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of twelve percent (12%) per annum, and costs and reasonable attorneys' fees incurred or expended by the

0011801 614

Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.

8.2 USE OF ASSESSMENTS. The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for (a) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Area, including fees paid to any management agent; (b) the payment of taxes on the Common Area (except to the extent that proportionate shares of such public charges and assessments on the Common Area may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots); (c) the payment of insurance premiums on the Common Area; (d) the costs of repair, replacement and additions to the Common Area and improvements thereon; (e) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community if required by the County, whether or not such street trees are located in the Common Area; (f) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the members of the Association; (g) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; and (h) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements.

8.3 MAXIMUM ANNUAL ASSESSMENT.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant or Builder, the maximum annual assessment shall be

0011801 615

the aggregate of One Hundred Twenty Dollars (\$120.00) for each Lot, payable annually at the rate of One Hundred Twenty Dollars (\$120.00).

(b) From and after such date, the maximum annual assessment may be increased each year by not more than ten percent (10%) of the maximum annual assessment for the previous year without a vote of the membership of the Association.

(c) From and after such date the maximum annual assessment may be increased above the ten percent (10%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(d) Neither the Declarant nor any Builder, nor any Lot to which the Declarant or Builder hold record title, shall be exempt from any assessment hereunder, however, notwithstanding anything elsewhere set forth herein, the following allowance shall be made by the Association to the Declarant and Builder in each instance: annual assessments or charges made or levied against any Lot to which the Declarant or Builder hold record title shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot laid out on the Property, to the end and intent that the Declarant and Builder shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this Section for so long as there is no dwelling constructed thereon that is being used for residential purposes.

(e) The Board of Directors of the Association may fix the annual assessment or charges against each Lot at any amount not in excess of the maximum. Subject to the limitations set forth in this Section 8.3, and for the periods therein specified, the Association may change the maximum and the basis of the assessments fixed by Section 8.3 hereof prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.

8.4 SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Area, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting duly called for such purpose.

8.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 8.3 AND 8.4. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 8.3 and 8.4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of members or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.6 COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.

(a) The Annual Assessments as to any Lot shall commence on the earlier of (i) the date the Lot is conveyed to any person or entity other than the Declarant or Builder or (ii) the date a Use and Occupancy Permit is issued by the proper authorities of the County to the Declarant or Builder. The annual assessments shall be due and payable on an annual basis on the first (1st) calendar day of January of each year, and shall be a lien for any unpaid year after the fifteenth (15th) day of January in the following year.

0011801 617

(b) The due date of any special assessment under Section 8.4 shall be fixed in the resolution authorizing such special assessment.

8.7 DUTIES OF THE BOARD OF DIRECTORS.

(a) The Board of Directors shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a monthly, quarterly or semi-annual basis rather than on the annual basis herein above provided for. Any member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation and maintenance of the Common Area. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to all members of the Association. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No member may exempt itself from liability for maintenance assessments by abandonment of any Lot owned by such

0011801 618

member or by the abandonment of such member's right to the use and enjoyment of the Common Area.

(c) The Association shall, upon demand at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

8.8 ADDITIONAL ASSESSMENTS. Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

8.9 NONPAYMENT OF ASSESSMENT. Any assessment or portion thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Ten Dollars (\$10.00) per month until paid, or ten percent (10%) of the assessment, whichever is greater, and the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and reasonable attorneys' fees to be fixed by the court together with the cost of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

0011801 619

8.10 SUBORDINATION OF LIEN TO MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

8.11 ENFORCEMENT OF LIEN. The Association may establish and enforce the lien for any assessment, annual, special, or otherwise, pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

8.12 EXEMPT PROPERTY. The Common Area and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein.

8.13 RESERVES FOR REPLACEMENTS.

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Area by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other

reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member of the Association in any such reserves shall be considered an appurtenance of such Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

8.14 INITIAL CAPITAL CONTRIBUTION. At settlement for each Lot, the sum of Thirty Dollars (\$30.00) shall be collected from each prospective member of the Association (other than the Declarant or Builder) for the purpose of start-up expenses and operating contingencies.

ARTICLE IX

INSURANCE AND CASUALTY LOSSES

9.1 TYPES OF INSURANCE MAINTAINED BY ASSOCIATION. The Board of Directors shall have the authority to and shall obtain the following types of insurance:

(a) insurance on all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

(b) a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a Five Hundred Thousand Dollar (\$500,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

(c) workers' compensation insurance, if and to the extent required by law; and

(d) fidelity bond or bonds covering all Directors,

officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate.

9.2 PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.

Premiums for all insurance and bonds required to be carried under Section 9.1 hereof or otherwise obtained by the Association on the Common Area shall be an expense of the Association, and shall be included in the annual assessments. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association.

9.3. DAMAGE AND DESTRUCTION OF COMMON AREA.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Area, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

(c) If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in

0011801 622

its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

9.4 REPAIR AND RECONSTRUCTION OF COMMON AREA. If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment against all Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

9.5 HAZARD INSURANCE ON IMPROVED LOTS. Each Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot.

9.6 OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Review Committee, unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, then the Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

0011801 623

(b) If any Owner of an improved Lot fails to maintain the insurance required by Section 9.5 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within ten (10) days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

ARTICLE X

RIGHTS OF MORTGAGEES

10.1 GENERAL.

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

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

0011801 624

10.2 INSPECTION; STATEMENT AND NOTICE. A Mortgagee shall, upon delivery of a written request to the Association, be entitled to

(a) inspect the Association's books and records during normal business hours;

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

(c) be given timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings;

(d) be given timely written notice of the occurrence of any substantial damage to or destruction of the Common Area, or if the Common Area is made the subject of any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority; and

(e) be given timely written notice by the Association of failure to pay assessments by the Owner of such Mortgagee's Lot which is not cured within thirty (30) days after such default commences, but the failure to give such notice shall not affect the validity of the lien for any assessments levied pursuant to this Declaration.

10.3 APPROVAL BY FEDERAL HOUSING ADMINISTRATION AND VETERANS ADMINISTRATION. Until the Class B membership terminates pursuant to the provisions of Article IV, Section 4.3, the consent or approval of the Federal Housing Administration, the Veterans Administration and/or the Department of Housing and Urban Development (the "Federal Agencies") shall be obtained with respect to any of the following actions taken while a Mortgage is in effect which is insured or guaranteed by such entity:

(a) a dedication of any portion of the Common Area to public use;

(b) an amendment of this Declaration; and

0011801 625

(c) annexation of additional properties.

ARTICLE XI

MISCELLANEOUS

11.1 **TERM.** This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to Section 11.9.

11.2 **ENFORCEMENT.**

(a) Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Owners for all costs and expenses for which it or they may be put as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(b) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.

11.3 **NO WAIVER.** The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.4 **INCORPORATION BY REFERENCE ON RESALE.** In the event any Owner sells or otherwise transfers any Lot, any deed purporting

to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

11.5 **NOTICES.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

11.6 **NO DEDICATION TO PUBLIC USE.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area.

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

11.8 **CAPTIONS AND GENDERS.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

11.9 **AMENDMENT.**

(a) Subject to the provisions of Section 10.3, for so long as there is a Class B membership of the Association, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant and by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose. The vote (in person or by proxy) or

0011801 627

written consent of (i) at least two-thirds (2/3) of the Class A members of the Association, if any, and (ii) the Declarant shall be required to add to, amend, revise or modify this Declaration. Following the lapse of the Class B membership in the Association, as provided in Article IV hereof, this Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval, in the manner set forth above, of at least two-thirds (2/3) of the Class A members of the Association at a meeting of the Association duly called for such purpose.

(b) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be recorded in the Land Records of the County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Owner, other than the Declarant, hereby grants to the president or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the articles of incorporation or By-Laws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent.

(c) Anything set forth above to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented only if one of the Federal Agencies or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the Property or any part thereof or any Lot thereof, for federally approved mortgage financing proposed under applicable Federal Agency programs.

Order: 4473F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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WITNESS the hand and seal of the Declarant hereto on the day herein above first written.

WITNESS/ATTEST:

Colleen L. Maguire

DECLARANT:
BEACHWOOD ESTATES, L.L.C.

By: Armando J. Cignarale (SEAL)
General Manager

WITNESS/ATTEST:

Colleen L. Maguire

DECLARANT:
BEACHWOOD I LIMITED PARTNERSHIP
By: Signal Development
Corporation, General Partner

By: Armando J. Cignarale (SEAL)
Vice President

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 1st day of August, 1996, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Armando J. Cignarale, General Manager of BEACHWOOD ESTATES, L.L.C., known to me or suitably proven, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Colleen L. Maguire
Notary Public

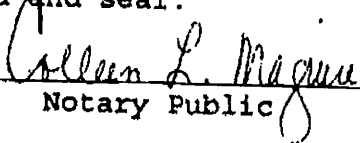
My Commission Expires: 10/1/99

0011801 629

STATE OF MARYLAND, ~~CITY/COUNTY OF~~ Baltimore, TO WIT:

I HEREBY CERTIFY that on this 1st day of August, 1996 before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Armando J. Cignarale, Vice President of Cignal Development Corporation, General Partner of BEACHWOOD I LIMITED PARTNERSHIP, known to me or suitably proven, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

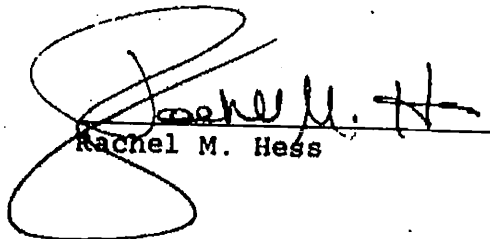
AS WITNESS my hand and seal.



Notary Public

My Commission Expires: 10/1/96

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland or by or on behalf of one of the parties named in the above instrument.



Rachel M. Hess

0011801 630

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT A

Description of the Property

BEING all those Lots shown and designated as Lot Nos. 2 and 3, 144 through and including 151, 167 through and including 190 and 304 through and including 307 and the Homeowners Association Open Space shown on the Plat entitled, "FIRST AMENDED, BEACHWOOD ESTATES, PHASE ONE - SECTION ONE", as recorded among the Land Records of the County, in Plat Book S.M. 68, folio 98.

Order: 73F6ZSZNG

Address: 9300 Sea Point Rd

Order Date: 09-24-2024

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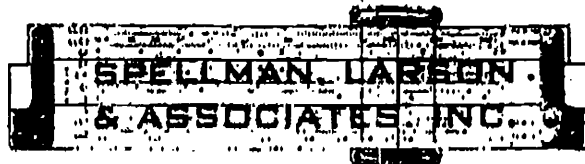
BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT B

Description of the Additional Property

All that land described on the attached Description of Beachwood South prepared by Spellman, Larson & Associates, Inc., consisting of 16 pages, EXCLUDING HOWEVER all the property described in Exhibit A.



ROBERT E. SPELLMAN PLS
JOSEPH L. LARSON
JO ANN W. ROGGE



SUITE 109 — JEFFERSON BUILDING
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FAX (410) 823-5215

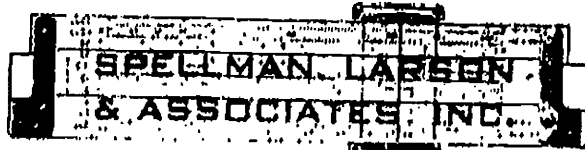
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DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

Page: 1

Being Three Parcels of Land. more particularly described as follows:

Beginning for the first at a point on the southwest side of Shore Road. 20 feet wide. said Road being shown on a Plat prepared by S. J. Martenet and Co. said Plat being recorded among the Plat Records of Baltimore County in Plat Book WPC No 7, Part 2. Folio 153 said point being the beginning of Tract No 1 of those parcels of land which by deed dated June 29, 1983 and recorded among the land records of Baltimore County in Liber EHK, Jr. No 6550. Folio 267 was conveyed by Bethlehem Steel Corporation to Industrial Development, Inc. thence leaving the southwest side of Shore Road and binding on the first, second, and third lines of said land and referring the courses of this Description to the Baltimore County Grid Meridian South 67 Degrees 49 Minutes 25 Seconds west 165.00 feet south 22 Degrees 09 Minutes 05 Seconds east 300.00 feet and north 67 Degrees 49 Minutes 25 Seconds east 165.00 feet to the southwest side of Shore Road herein referred to and running thence and binding on the fourth line



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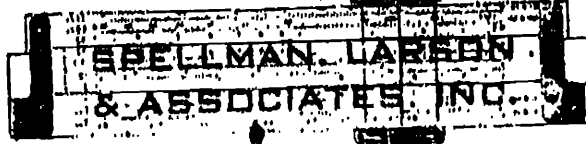
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COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

Page: 2

0011801 633

of said land and crossing Shore Road north 67 Degrees 49
Minutes 25 Seconds east 20.08 feet thence binding on the
fifth line of said land as now surveyed north 67 Degrees 49
Minutes 25 Seconds east 137.02 feet to the waters of Back
River thence binding on Back River and on the sixth line of
said land as now surveyed South 22 Degrees 09 Minutes 05
Seconds east 5.64 feet thence leaving Back River and binding
on the seventh line of said land south 67 Degrees 52 Minutes
38 Seconds west 137.00 feet to the northeast side of Shore
Road and to the beginning of the eighth line of said land
thence binding on a part of said eighth line and crossing
Shore Road south 67 Degrees 52 Minutes 38 Seconds west 20.08
feet to a pipe found at the end of the first line of the
first parcel of land which by deed dated November 19, 1981
and recorded among the aforesaid land records in Liber EHK,
Jr. No 6358, Folio 232 was conveyed by The Penn Central
Corporation to Army Associates and running thence and binding
on the second line of said last mentioned land and on the
southwest side of Shore Road south 73 Degrees 31 Minutes 22

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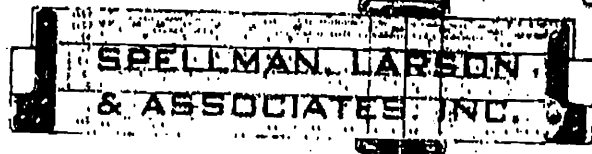
DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
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Page: 3

Seconds east 51.67 feet to a pipe found at the beginning of that parcel of land which by deed dated September 10, 1984 and recorded among the aforesaid land records in Liber EHK, Jr. No 6784, Folio 139 was conveyed by C. J. Langenfelder and Son, Inc. to Beechwood Development Corporation and running thence and binding on the first and second lines of said last mentioned land and on the southwest side of Shore Road south 7 Degrees 31 Minutes 22 Seconds east 240.77 feet to a bar set and South 42 Degrees 31 Minutes 22 Seconds east 49.40 feet to a bar set and to the beginning of the sixth line of the land secondly herein referred to and running thence and binding on the sixth line of said secondly herein referred to land and on the southwest side of Shore Road south 42 Degrees 31 Minutes 22 Seconds east 740.91 feet to a bar set thence running along the end of Shore Road and on the seventh line of land secondly herein referred to north 47 Degrees 28 Minutes 38 Seconds east 226.97 feet to the apparent mean high water line of Back River thence binding on the apparent mean high water line of Back River and on the eighth to the twenty

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DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

Page: 4

fifth lines of said second referred to land

South 21 Degrees 32 Minutes 10 Seconds east 17.32 feet

South 18 Degrees 46 Minutes 00 Seconds east 6.00 feet

South 70 Degrees 25 Minutes 10 Seconds west 2.00 feet

South 04 Degrees 35 Minutes 40 Seconds east 20.65 feet

South 00 Degrees 24 Minutes 40 Seconds west 24.84 feet

South 10 Degrees 18 Minutes 00 Seconds east 35.57 feet

South 25 Degrees 54 Minutes 00 Seconds east 57.20 feet

South 40 Degrees 00 Minutes 00 Seconds east 24.36 feet

South 55 Degrees 57 Minutes 50 Seconds east 31.30 feet

South 80 Degrees 07 Minutes 40 Seconds east 27.61 feet

South 20 Degrees 30 Minutes 00 Seconds east 13.97 feet

South 59 Degrees 06 Minutes 30 Seconds east 17.79 feet

South 18 Degrees 32 Minutes 20 Seconds east 6.56 feet

South 66 Degrees 24 Minutes 50 Seconds east 29.31 feet

South 77 Degrees 09 Minutes 00 Seconds east 17.52 feet

South 58 Degrees 55 Minutes 10 Seconds east 16.67 feet

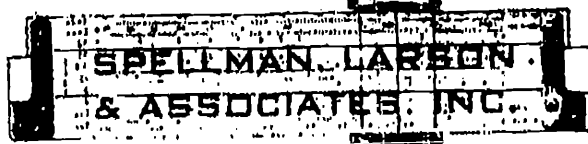
South 13 Degrees 20 Minutes 10 Seconds west 11.06 feet

and South 47 Degrees 26 Minutes 40 Seconds east 19.27 feet

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DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE

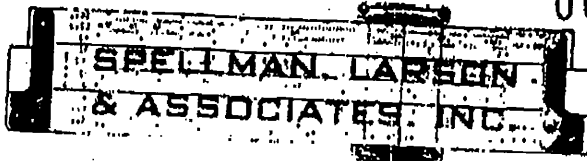
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677

ACRES OF LAND, MORE OR LESS.

Page: 5

to the apparent mean high water line of Greenhill Cove thence
binding on the apparent mean high water line of Greenhill
Cove and on the 26th to the 101st lines of said second
mentioned land

South 17 Degrees 11 Minutes 30 Seconds west 71.89 feet
South 75 Degrees 58 Minutes 30 Seconds west 7.15 feet
South 04 Degrees 19 Minutes 50 Seconds west 19.32 feet
South 37 Degrees 58 Minutes 00 Seconds west 22.24 feet
South 37 Degrees 28 Minutes 20 Seconds west 33.46 feet
South 16 Degrees 08 Minutes 00 Seconds west 43.89 feet
South 34 Degrees 12 Minutes 20 Seconds west 17.99 feet
South 16 Degrees 26 Minutes 00 Seconds west 35.88 feet
South 48 Degrees 16 Minutes 10 Seconds west 29.64 feet
South 24 Degrees 07 Minutes 20 Seconds west 44.37 feet
South 17 Degrees 39 Minutes 10 Seconds west 65.10 feet
South 57 Degrees 23 Minutes 10 Seconds west 29.57 feet
South 22 Degrees 31 Minutes 40 Seconds west 35.69 feet
South 41 Degrees 29 Minutes 00 Seconds west 32.92 feet
South 79 Degrees 58 Minutes 30 Seconds west 39.15 feet



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DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
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Page: 6

- North 49 Degrees 21 Minutes 20 Seconds west 46.95 feet
- North 64 Degrees 58 Minutes 30 Seconds west 37.27 feet
- North 80 Degrees 40 Minutes 20 Seconds west 47.86 feet
- North 41 Degrees 19 Minutes 20 Seconds west 24.42 feet
- South 55 Degrees 35 Minutes 10 Seconds west 49.74 feet
- South 37 Degrees 15 Minutes 00 Seconds west 100.07 feet
- South 63 Degrees 24 Minutes 10 Seconds west 30.01 feet
- South 22 Degrees 50 Minutes 00 Seconds west 88.89 feet
- South 35 Degrees 43 Minutes 40 Seconds west 44.12 feet
- South 64 Degrees 23 Minutes 50 Seconds west 40.09 feet
- North 71 Degrees 38 Minutes 10 Seconds west 12.85 feet
- South 46 Degrees 58 Minutes 50 Seconds west 36.14 feet
- South 79 Degrees 14 Minutes 40 Seconds west 47.70 feet
- South 39 Degrees 29 Minutes 30 Seconds west 79.48 feet
- North 86 Degrees 09 Minutes 00 Seconds west 20.65 feet
- South 55 Degrees 24 Minutes 50 Seconds west 45.01 feet
- South 83 Degrees 34 Minutes 20 Seconds west 22.31 feet
- South 49 Degrees 23 Minutes 20 Seconds west 57.55 feet
- South 79 Degrees 43 Minutes 50 Seconds west 34.98 feet

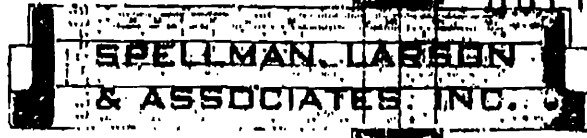
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DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE

COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677

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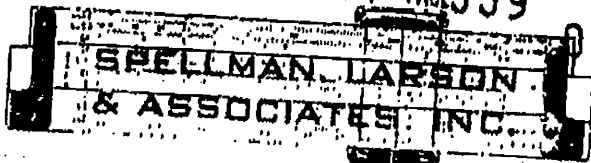
Page: 7

- North 79 Degrees 10 Minutes 50 Seconds west 36.14 feet
- South 85 Degrees 47 Minutes 30 Seconds west 45.27 feet
- South 72 Degrees 42 Minutes 30 Seconds west 68.55 feet
- South 82 Degrees 50 Minutes 50 Seconds west 30.02 feet
- North 77 Degrees 39 Minutes 40 Seconds west 28.34 feet
- South 81 Degrees 56 Minutes 40 Seconds west 57.36 feet
- South 77 Degrees 51 Minutes 50 Seconds west 60.39 feet
- South 35 Degrees 45 Minutes 30 Seconds west 56.99 feet
- South 17 Degrees 52 Minutes 30 Seconds west 61.20 feet
- South 06 Degrees 44 Minutes 50 Seconds east 43.45 feet
- South 72 Degrees 11 Minutes 40 Seconds west 36.20 feet
- South 20 Degrees 03 Minutes 00 Seconds west 38.02 feet
- South 11 Degrees 24 Minutes 30 Seconds west 61.36 feet
- South 33 Degrees 16 Minutes 30 Seconds west 37.34 feet
- South 14 Degrees 31 Minutes 30 Seconds west 50.12 feet
- South 17 Degrees 46 Minutes 30 Seconds east 64.49 feet
- South 09 Degrees 45 Minutes 50 Seconds east 65.47 feet
- South 12 Degrees 34 Minutes 10 Seconds east 60.89 feet
- South 05 Degrees 25 Minutes 30 Seconds east 59.44 feet

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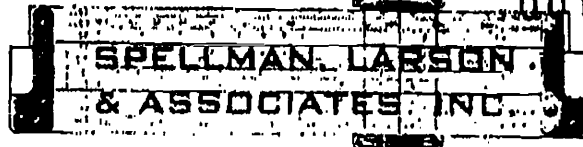
DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

Page: 8

- South 10 Degrees 10 Minutes 10 Seconds east 75.81 feet
- South 21 Degrees 03 Minutes 40 Seconds west 33.39 feet
- South 01 Degrees 56 Minutes 40 Seconds west 56.98 feet
- South 59 Degrees 48 Minutes 50 Seconds west 22.37 feet
- South 17 Degrees 03 Minutes 00 Seconds west 64.31 feet
- South 27 Degrees 24 Minutes 40 Seconds west 56.51 feet
- South 58 Degrees 28 Minutes 20 Seconds west 27.99 feet
- South 04 Degrees 16 Minutes 20 Seconds west 42.01 feet
- North 78 Degrees 37 Minutes 10 Seconds west 51.71 feet
- South 86 Degrees 37 Minutes 20 Seconds west 58.47 feet
- North 63 Degrees 49 Minutes 30 Seconds west 38.29 feet
- North 79 Degrees 54 Minutes 30 Seconds west 50.38 feet
- North 83 Degrees 06 Minutes 10 Seconds west 98.52 feet
- North 52 Degrees 36 Minutes 10 Seconds west 34.40 feet
- North 83 Degrees 13 Minutes 40 Seconds west 109.60 feet
- South 85 Degrees 14 Minutes 50 Seconds west 116.40 feet
- South 69 Degrees 18 Minutes 50 Seconds west 98.87 feet
- South 59 Degrees 57 Minutes 40 Seconds west 78.62 feet
- South 59 Degrees 37 Minutes 10 Seconds west 63.33 feet

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COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
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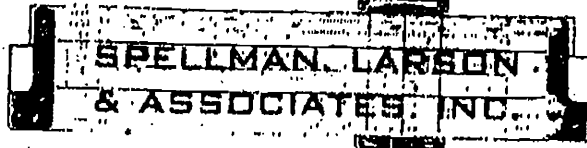
Page: 9

North 89 Degrees 13 Minutes 30 Seconds west 35.00 feet
North 71 Degrees 57 Minutes 00 Seconds west 106.65 feet
North 67 Degrees 07 Minutes 50 Seconds west 47.25 feet
and South 41 Degrees 32 Minutes 00 Seconds west 18.39 feet
to intersect the east Right of Way Line of Through Highway
and Right of Way Line as shown on State Roads Commission of
Maryland Right of Way Plats No. 42010 and No. 42012
(Baltimore Belway, State Route No. 695) thence leaving the
waters of Greenhill Cove and binding on said east Right of
Way Line of Through Highway and Right of Way Line as shown on
said Plats North 09 Degrees 56 Minutes 22 Seconds east 19.47
feet North 01 Degrees 47 Minutes 17 Seconds east 415.50 feet
North 06 Degrees 45 Minutes 23 Seconds west 329.14 feet and
North 15 Degrees 55 Minutes 21 Seconds west 116.04 feet
thence leaving said right of way line and binding on the
106th, 107th, 108th and 109th lines of the land secondly
herein referred to North 43 Degrees 54 Minutes 24 Seconds
east 46.74 feet North 16 Degrees 09 Minutes 25 Seconds west
107.39 feet to a bar set and North 24 Degrees 10 Minutes 45

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LIBER 9624 PAGE 361

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DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE

COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677

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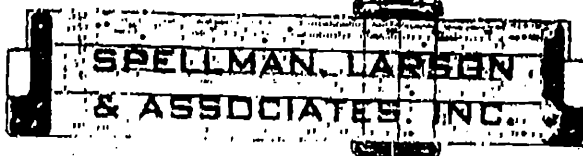
Page: 10

Seconds west 418.89 feet to a bar set and North 24 Degrees 10 Minutes 27 Seconds west 355.98 feet to the southeast side of Morse Lane and running thence and binding on the southeast side of Morse Lane and on the 110th line of the land secondly herein referred to North 09 Degrees 56 Minutes 12 Seconds east 607.22 feet to a pipe found at the end of said 110th line and at the beginning of the 10th line of the land first herein referred to thence binding on the east side of Morse Lane and on said 10th line North 00 Degrees 23 Minutes 35 Seconds west 2167.75 feet to the southwest side of Shore Road herein referred to and as shown on the Plat herein referred to thence leaving the east side of Morse Lane and binding on the southwest side of Shore Road and on the 11th to 14th lines of said mentioned land South 57 Degrees 00 Minutes 05 Seconds east 233.96 feet to a bar set South 72 Degrees 15 Minutes 05 Seconds east 461.32 feet to a bar set South 13 Degrees 04 Minutes 35 Seconds east 561.68 feet and South 47 Degrees 31 Minutes 05 Seconds east 302.91 feet thence leaving the southwest side of Shore Road and binding on the 15th, 16th and 17th line of said first mentioned land South 03

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COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

Page: 11

Degrees 07 Minutes 20 Seconds east 34.31 feet South 45
Degrees 08 Minutes 30 Seconds east 22.29 feet southeasterly
by a curve to the left with a radius of 220.00 feet the
distance of 47.66 feet (the chord of the arc bears South 79
Degrees 07 Minutes 23 Seconds east 47.57 feet) to the
southwest side of Shore Road herein referred to and running
thence and binding on the southwest side of Shore Road and on
the 18th and 19th lines of the land first herein referred to
as now surveyed South 47 Degrees 31 Minutes 05 Seconds east
71.04 feet to a bar set and South 59 Degrees 01 Minutes 05
Seconds east 518.18 feet to a bar set thence binding on the
southwest side of Shore Road and on the 20th or last line of
the land first herein referred to South 22 Degrees 09 Minutes
05 Seconds east 93.33 feet to the place of beginning.

Containing 144.954 acres of land more or less.

Being all of Tract No. 1 which by deed dated June 29,
1983 and recorded among the Land Records of Baltimore County
in Liber EHK, Jr No. 6550. Folio 267 was conveyed by

— Bethlehem Steel Corporation to Industrial Development Inc.

RESIDENTIAL & COMMERCIAL DEVELOPMENT DESIGN • LAND SURVEYING
LAND PLANNING • SUBDIVISION LAYOUT • FEASIBILITY STUDIES • ESTIMATING
GRADING STUDIES • LOCATION SURVEYS • TECHNICAL CONSULTATION

Order Date: 09-24-2024

Order Date: 09-24-2024

HomeWiseDone



ROBERT E SPELLMAN PLS
JOSEPH L LARSON
JO ANN W ROGGE

SUITE 109 — JEFFERSON BUILDING
105 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
TEL (410) 823-3535
FAX (410) 823-5215

DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

Page: 12

Being all of the 1st parcel of land which by deed dated November 19, 1981 and recorded among the aforesaid land records in Liber EHK, JR, No. 6358, Folio 232 was conveyed by The Penn Central Corporation to Army Associates.

Being all of that parcel of land which by deed dated September 10, 1984 and recorded among the aforesaid land records in Liber EHK, Jr No 6784, Folio 139 was conveyed by C. J. Langenfelder and Son, Inc. to Beechwood Development Corporation.

Subject, however, to the rights, if any, for access to Morse Lane as well as other rights delineated in the deed from Bethlehem Steel Corporation to Industrial Development Inc. (EHK, Jr, No. 6550, Folio 267)

Subject to the possible rights of others as delineated in the deed between The Penn Central Corporation and Army Associates (EHK, Jr, No. 6358, Folio 232)

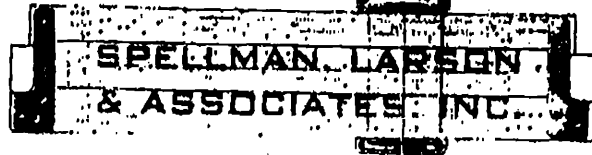
Beginning for the second at the beginning of the second parcel of land which by deed dated November 19, 1981 and recorded among the Land Records of Baltimore County in Liber

Order: 73F6Z8ZNO
RESIDENTIAL & COMMERCIAL DEVELOPMENT DESIGN • LAND SURVEYING
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Order Date: 09-24-2024

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ROBERT E SPELLMAN PLS
JOSEPH L LARSON
JO ANN W ROGGE



SUITE 109 — JEFFERSON BUILDING
105 W CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
TEL (410) 823-3535
FAX (410) 823-5215

DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

Page: 13

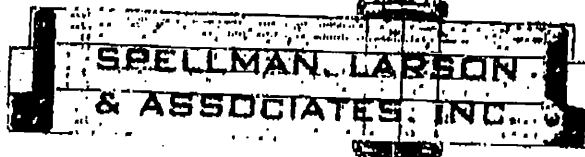
EHK, Jr. No. 6358, Folio 232 was conveyed by The Penn Central Corporation to Army Associates running thence and binding on the first line of said land and referring the courses of this Description to the Baltimore County Grid Meridian South 38 Degrees 36 Minutes 38 Seconds west 20.60 feet thence binding on the second line of said land and on a part of the north end of a right-of-way approximately 40 feet wide as shown on State Roads Commission of Maryland Right of Way Plat No. 42010 North 85 Degrees 19 Minutes 45 Seconds west 37.43 feet to the east Right-of-Way Line of Through Highway and Right-of-Way Line as shown on said Right-of-Way Plat thence binding on a part of said Right-of-Way Line and Through Highway and Right-of-Way Line and on the third line of the said land North 09 Degrees 56 Minutes 22 Seconds east 298.24 feet to the apparent mean high water line of Greenhill Cove thence leaving said highway and binding on the apparent mean high water line of Greenhill Cove and on the 4th to the 17th lines of said land

Order 7017262NO

Order 1011-08-24-2024

Document for 1011-08-24-2024

HomeWiseLand.com



ROBERT E SPELLMAN P L S
JOSEPH L LARSON
JO ANN W ROGGE



SUITE 109 — JEFFERSON BUILDING
105 W CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
TEL (410) 823-3535
FAX (410) 823-5215

DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

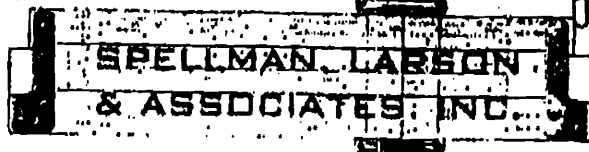
Page: 14

North 55 Degrees 02 Minutes 50 Seconds east 11.81 feet
South 49 Degrees 28 Minutes 10 Seconds east 40.02 feet
South 72 Degrees 45 Minutes 10 Seconds east 51.68 feet
South 62 Degrees 13 Minutes 30 Seconds east 62.99 feet
South 15 Degrees 04 Minutes 10 Seconds east 35.50 feet
South 20 Degrees 26 Minutes 00 Seconds east 48.29 feet
South 37 Degrees 34 Minutes 40 Seconds east 58.73 feet
South 36 Degrees 35 Minutes 10 Seconds east 53.73 feet
South 84 Degrees 44 Minutes 10 Seconds east 32.30 feet
South 44 Degrees 11 Minutes 40 Seconds east 24.96 feet
South 12 Degrees 40 Minutes 40 Seconds west 19.62 feet
South 81 Degrees 51 Minutes 10 Seconds west 56.44 feet
South 22 Degrees 38 Minutes 10 Seconds west 53.00 feet
and South 13 Degrees 06 Minutes 10 Seconds west 50.04 feet
thence leaving the waters of Greenhill Cove and binding on
the 18th and 19th, or last line of said land, North 78
Degrees 26 Minutes 30 Seconds west 103.28 feet and North 51
Degrees 23 Minutes 22 Seconds west 124.00 feet to the place
of beginning.

Order: 73F628ZNC
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Order Date: 09-24-2024

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ROBERT E. SPELLMAN PLS
JOSEPH L. LARSON
JO ANN W. ROGGE

SUITE 109 — JEFFERSON BUILDING
108 W. CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204
TEL (410) 823-3535
FAX (410) 823-5215

DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

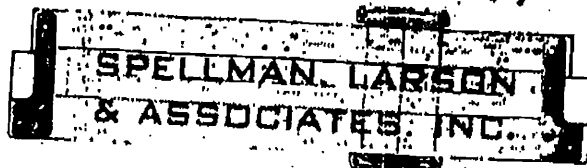
Page: 15

Containing 1.623 acres of land, more or less.

Being the second parcel of land which by deed dated November 19, 1981 and recorded among the Land Records of Baltimore County in Liber EHK, Jr. No. 6358, Folio 232 was conveyed by The Penn Central Corporation to Army Associates.

Subject to the exceptions and reservations as referred to in the above mentioned deed.

Beginning for the Third at a point on the northeast side of Shore Road, 20 feet wide, as shown on a Plat prepared by S. J. Martenet and Co and recorded among the Plat Records of Baltimore County in Plat Book WPC No 7, Part 2, Folio 153 said point being on the Dividing line between Lot Nos. 26 and 27 as shown on said Plat and running thence and binding on the northeast side of Shore Road and referring the courses of this Description to the Baltimore County Grid Meridian north 47 Degrees 31 Minutes 05 Seconds west 100.00 feet and north 13 Degrees 04 Minutes 35 Seconds West 245.00 feet to the dividing line between Lot Nos. 31 and 32 as shown on said Plat thence leaving the northeast side of Shore Road and



ROBERT E. SPELLMAN P.E.
JOSEPH L. LARSON
JO ANN W. ROOGE

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DESCRIPTION OF BEACHWOOD SOUTH, 15TH DISTRICT, BALTIMORE
COUNTY MARYLAND, CONTAINING A TOTAL OF 147.677
ACRES OF LAND, MORE OR LESS.

Page: 16

binding on said dividing line North 76 Degrees 55 Minutes 25
Seconds East 170 feet more or less to Back River and running
thence and binding on Back River 245 feet more or less to the
dividing line between Lot Nos 26 and 27 herein referred to
thence leaving Back River and binding on said dividing line
South 42 Degrees 28 Minutes 55 Seconds west 160 feet more or
less to the place of beginning.

Containing 1.1 acres of land, more or less.

Being all of Lot Nos. 27, 28, 29, 30 and 31 as shown on
the plat herein referred to.

Being Tract No 2 which by deed dated June 29, 1983 and
recorded among the Land Records of Baltimore County in Liber
EHK, Jr. No. 6550, Folio 267 was conveyed by Bethlehem Steel
Corporation to Industrial Development Inc.

2/11/93

Order: 73F6Z8ZNQ
RESIDENTIAL & COMMERCIAL DEVELOPMENT DESIGN • LAND SURVEYING
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Order Date: 09-24-2024

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CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEE

GOUCHER WOODS DEVELOPMENT, INC. and JAMES C. OLIVER, who are, respectively, the Beneficiary and Trustee under a partial purchase money deed of trust from Beachwood I Limited Partnership and Beachwood II Limited Partnership, as Borrower, dated January 25, 1993 and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 9624, folio 423 et seq. ("the Deed of Trust") and Deed of Appointment and Removal dated July 24, 1995, and recorded among the Land Records of Baltimore County, Maryland, in Liber 11156, folio 437, hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc., to which this Joinder is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A such to the operation and effect of the Declaration.

Nothing in the provisions of this Consent shall be deemed in any way to create between the parties named in the Declaration as "Declarant" nor create any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed this Consent or caused the same to be executed on its behalf by its duly authorized representative, this 1st day of August, 1996.

WITNESS OR ATTEST:

GOUCHER WOODS DEVELOPMENT, INC.

Colleen L. Maguire

By:

[Signature] (SEAL)

Thomas Cassidy

James C. Oliver, Trustee (SEAL)
James C. Oliver, Trustee

0011801 649

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 1st day of August, 1996, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/city aforesaid, personally appeared Armando G. Tomasate, known to me or satisfactorily proven to be the person whose name is subscribed, to the foregoing instrument, who acknowledged himself to be the President of GOUCHER WOODS DEVELOPMENT, INC., that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

Colleen L. Maguire
Notary Public

My commission expires: 10/1/99

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 16 day of August, 1996, before me, the subscriber, a Notary Public in and for the State of Maryland and County/City of Baltimore aforesaid, personally appeared James C. Oliver, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed.

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

William Connolly
Notary Public

My commission expires: 9/1/98

JOINDER AND CONSENT OF BENEFICIARY AND TRUSTEES

KEY FEDERAL SAVINGS BANK and BERNARD DACKMAN and GORDON B. HEYMAN, who are, respectively, the Beneficiary and Trustees under a deed of trust dated July 26, 1995 and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 11156, folio 375 et seq., as amended, hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Joinder and Consent of Beneficiary and Trustees shall be deemed in any way to create between the parties named in such Declaration as the "Declarant" nor create any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Beneficiary and each of the Trustees have executed and sealed this Joinder and Consent or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 20th day of August, 1996.

ATTEST:

KEY FEDERAL SAVINGS BANK

[Signature]

[Signature] (SEAL)
By: George G. Wacker, Sr. V. P.

WITNESS:

[Signature]

[Signature] (SEAL)
Bernard Dackman, Trustee

[Signature] (SEAL)
Gordon B. Heyman, Trustee

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 20th day of August, 1996, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/City aforesaid, personally appeared George G. Wachter, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the Senior Vice President of KEY FEDERAL SAVINGS BANK, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

Kathy L. Snyder
Notary Public Kathy L. Snyder

My commission expires: 12-1-98

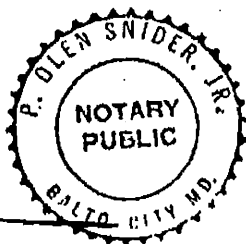
STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 5th day of September, 1996, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/City aforesaid, personally appeared Bernard Deckman, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the Trustee named therein and that he has executed it as Trustee for the purposes therein set forth and that it is his act and deed.

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

P. O. Snider, Jr.
Notary Public

My commission expires: 1/1/2000



0011801 652

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

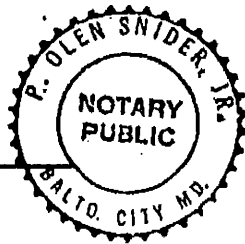
I HEREBY CERTIFY, that on this 5th day of September, 1996, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/City aforesaid, personally appeared Gordon B. Heyman, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the Trustee named therein and that he has executed it as Trustee for the purposes therein set forth and that it is his act and deed.

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

P. Olsen

Notary Public

My commission expires: 11/1/2000



William J. ... 9/13/96

0011801 653

AFTER RECORDATION, RETURN TO:

RACHEL M. HESS
20 Crossroads Drive, Suite 215
Owings Mills, MD 21117

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
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0011801 654

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

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.

IMP FD SURE \$ 2.00
RECORDING FEE 75.00
TOTAL 77.00
Ref BAK ID
Rpt # 19849
Blk # 1527
Sep 17, 1996 11:51 am

1 Type(s) of Instruments

Deed Mortgage Other
Deed of Trust Lease
Improved Sale Unimproved Sale Multiple Accounts Not an Arms-
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

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 Value	\$	Recordation Tax Consideration	\$
		X () per \$500 =	\$
		TOTAL DUE	\$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	Agent
Recording Charge	\$ 77.00	\$ 77.00	
Surcharge	\$	\$	Tax Bill:
State Recordation Tax	\$	\$	C.B. Credit:
State Transfer Tax	\$	\$	Ag. Tax/Other:
County Transfer Tax	\$	\$	
Other	\$	\$	
Other	\$	\$	

6 Description of Property

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
					<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sec/AR(3c)	Flat Ref.
Location/Address of Property Being Conveyed (2) Beachwood Estates					
Other Property Identifiers (if applicable)					Water Meter Account No.

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)
Beachwood Estates LLC	Beachwood Estates LLC
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Beachwood F Ltd Partnership	Beachwood F Ltd Partnership
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
Name: Rachel Hess, ESQ	<input checked="" type="checkbox"/>
Firm: Koutch Winograd LLP	Hold for Pickup
Address: 20 Crossroads Dr, Suite 205, Owings MD 21117	Return Address Provided
Phone: (410) 581-0600	

11 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?
	<input type="checkbox"/>	<input type="checkbox"/>	

Date: _____
Per: _____
BAL
FRN

0012185 656

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amended Declaration"), is made this 16th day of MAY, 1997, by BEACHWOOD ESTATES, L.L.C., a Maryland limited liability company and BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership (collectively referred to herein as "Declarant").

WITNESSETH:

WHEREAS, Declarant made, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions dated the 1st day of August, 1996, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0011801, Folio 584 et seq. on or about September 17, 1996 (the "Declaration"); and

WHEREAS, pursuant to Section 3.2 (a) of the Declaration, Declarant reserved the right for seven (7) years from the date of the Declaration to annex additional land to the Community (as such term is defined in the Declaration), which land is described in Exhibit B of the Declaration; and

WHEREAS, Declarant desires to subject additional property, contained within the description of Exhibit B to the Declaration, to the operation and effect of the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A-1 attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

RECEIVED FOR TRANSFER
State Department of
Assessments and Taxation
for Baltimore County

BALTIMORE COUNTY
03/04/2005.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE [Signature] DATE 5/20/97

[Signature]
Date

(MSA 20-01-04) Form 1001 p. 0656. Printed 12/03/2009. Online

Order: 73F6Z8ZLNQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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0012185 656

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amended Declaration"), is made this 16th day of MAY, 1997, by BEACHWOOD ESTATES, L.L.C., a Maryland limited liability company and BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership (collectively referred to herein as "Declarant").

WITNESSETH:

WHEREAS, Declarant made, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions dated the 1st day of August, 1996, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0011801, folio 584 et seq. on or about September 17, 1996 (the "Declaration"); and

WHEREAS, pursuant to Section 3.2 (a) of the Declaration, Declarant reserved the right for seven (7) years from the date of the Declaration to annex additional land to the Community (as such term is defined in the Declaration), which land is described in Exhibit B of the Declaration; and

WHEREAS, Declarant desires to subject additional property, contained within the description of Exhibit B to the Declaration, to the operation and effect of the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A-1 attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

RECEIVED FOR TRANSFER
 State Department of Assessments & Taxation
 Baltimore County
 BALTIMORE COUNTY Assessor's Office (MSA) [MSA] AGRICULTURAL TRANSFER TAX p. 0656. Printed 12/03/2009. Online 03/04/2005.

JP 5/20/97
 by _____

AGRICULTURAL TRANSFER TAX
 NOT APPLICABLE
 SIGNATURE JP DATE 5/20/97

0012185 657

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

WITNESS/ATTEST:

Colleen L. Maguire

DECLARANT:

BEACHWOOD ESTATES, L.L.C.

Armando J. Cignarale (SEAL)
By: Armando J. Cignarale,
General Manager

WITNESS/ATTEST:

Colleen L. Maguire

DECLARANT:

BEACHWOOD I LIMITED PARTNERSHIP

By: Cignal Development
Corporation, General Partner

Armando J. Cignarale (SEAL)
By: Armando J. Cignarale,
Vice President

STATE OF MARYLAND, ~~CITY/COUNTY OF~~ Baltimore TO WIT:

I HEREBY CERTIFY that on this 15th day of May, 1999 before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Armando J. Cignarale, General Manager of BEACHWOOD ESTATES, L.L.C., known to me or suitably proven, the Declarant named in the foregoing First Amended Declaration, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Colleen L. Maguire
Notary Public

My Commission Expires: 10/1/99

0012185 658

STATE OF MARYLAND, ~~CITY~~COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 13th day of May, 1997 before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Armando J. Cignarale, Vice President of Signal Development Corporation, General Partner of BEACHWOOD I LIMITED PARTNERSHIP, known to me or suitably proven, the Declarant named in the foregoing First Amended Declaration, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Allen L. Maguire
Notary Public

My Commission Expires: 10/1/99

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

Rachel M. Hess
Rachel M. Hess

0012185 659

CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEE

GOUCHER WOODS DEVELOPMENT, INC. and JAMES C. OLIVER, who are, respectively, the Beneficiary and Trustee under a partial purchase money deed of trust from Beachwood I Limited Partnership and Beachwood II Limited Partnership, as Borrower, dated January 25, 1993 and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 9624, folio 423 et seq. ("the Deed of Trust") and Deed of Appointment and Removal dated July 24, 1995, and recorded among the Land Records of Baltimore County, Maryland, in Liber 11156, folio 437, hereby join in the foregoing First Amended Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc., to which this Joinder is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A such to the operation and effect of the Declaration.

Nothing in the provisions of this Consent shall be deemed in any way to create between the parties named in the Declaration as "Declarant" nor create any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed this Consent or caused the same to be executed on its behalf by its duly authorized representative, this

13th day of May, 1997.

0012185 660

WITNESS OR ATTEST:

GOUCHER WOODS DEVELOPMENT, INC.

Colleen L. Maguire

Armando J. Cignarella (SEAL)
By: Armando J. Cignarella
President

JH

James C. Oliver (SEAL)
James C. Oliver, Trustee

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 13th day of May, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/City aforesaid, personally appeared Armando J. Cignarella, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the President of GOUCHER WOODS DEVELOPMENT, INC., that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

Colleen L. Maguire
Notary Public

My commission expires: 10/1/99

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 14th day of May, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/City of Baltimore aforesaid, personally appeared James C. Oliver, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed.

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

Theresa Connolly
Notary Public

My commission expires: July 1, 1998



BALTIMORE COUNTY CLERK OF COURT (Land Records) [MSA CE 62-12040] Book SM 12185, p. 0660. Printed 12/03/2009. Online 03/04/2005.

Order: 2016072410

Address: 9300 Sea Point Rd

Order Date: 09-24-2024

Document not for resale

HomeWiseDocs

0012185 661

CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEE

KEY FEDERAL SAVINGS BANK and HERBERT DACHMAN and GORDON B. HAYNES, who are, respectively, the Beneficiary and Trustees under a deed of trust from dated July 26, 1995, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 11156, folio 375 et seq., as amended ("the Deed of Trust"), hereby join in the foregoing First Amended Declaration of Covenants, Conditions and Restrictions for Beechwood Estates Homeowners Association, Inc., to which this Consent and Agreement is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in Exhibit A such to the operation and effect of the Declaration.

Nothing in the provisions of this Consent shall be deemed in any way to create between the parties named in the Declaration as "Declarant" nor create any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustees and Beneficiary have executed this Consent or caused the same to be executed on its behalf by its duly authorized representative, this 10th day of May, 1997.

WITNESS OR ATTEST:

Randy J. Dwyer

Douglas G. Sabrin

Douglas Sabrin

KEY FEDERAL SAVINGS BANK

George G. Wichter, Sr. (SBNL)
By: George G. Wichter, Sr., V.P.

Herbert Dachman (SBNL)
Herbert Dachman, Trustee

Gordon B. Haynes (SBNL)
Gordon B. Haynes, Trustee

0012185 662

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 15th day of May, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/City aforesaid, personally appeared George G. Wachter, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the Senior Vice President of KEY FEDERAL SAVINGS BANK, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

Kathy L. Snyder
Notary Public Kathy L. Snyder

My commission expires: 12-1-98

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 14th day of May, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/City of Baltimore aforesaid, personally appeared Bernard Decloux, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed.

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

Angela Sabini
Notary Public

My commission expires: July 5, 2000

0012185 663

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 16th day of May, 1997, before me, the
subscriber, a Notary Public in and for the State of Maryland and County/City of
Baltimore aforesaid, personally appeared Gordon B. Byers, Trustee, known to
me or satisfactorily proven to be the person whose name is subscribed to the foregoing
instrument as Trustee, who acknowledged that he has executed the foregoing instrument for
the purposes therein set forth, and that the same is his act and deed.

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

Ralph Taberni
Notary Public

My commission expires: July 5, 2000

0012185 664

EXHIBIT A-1

**DESCRIPTION OF LOTS
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION**

The following 25 Lots are subjected to this First Amended Declaration:

BEING all those Lots shown and designated as Lot Nos. 61 through and including 67 and 340 through and including 357, all as shown on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION TWO", as recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 23 on January 7, 1997.

Return to
Guaranteed Title & Escrow Co.
7920 McDonogh Rd., Ste. 203
Owings Mills, MD 21117-5275

File No. Beachwood Estates Master - ML

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-12040] Book SM 12185, p. 0664. Printed 12/03/2009. Online 03/04/2005.

Order 7386787NO

Address: 9300 Sea Point Rd

Order Date: 09-24-2024

Document not for resale

HomeWiseDocs

0012185 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: Deed, Mortgage, Other: Fire Conveyance

2. Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale

3. Tax Exemptions (If Applicable): Residential, State Transfer, County Transfer

TIP: FD SLIDE & METROBUS FEE 2.00
 TOTAL 22.00
 REG. MKS Rpt # 37943
 SH SH BLK # 2529

Consideration and Tax Calculations		Transfer and Recording Tax Consideration	
Purchase Price/Consideration	\$	Transfer Tax Consideration	\$
Any New Mortgage	\$	X () % = \$	
Balance of Existing Mortgage	\$	Less Exemption Amount	\$
Other:	\$	Total Transfer Tax	\$
Other:	\$	Recording Tax Consideration	\$
Full Cash Value	\$	X () per \$300 = \$	
		TOTAL DUE	\$

4. Fees

Amount of Fee	Doc. 1	Doc. 2	Agent
Recording Charge	\$	\$	
Surcharge	\$	\$	
State Recording Tax	\$	\$	
State Transfer Tax	\$	\$	
County Transfer Tax	\$	\$	
Other	\$	\$	
Other	\$	\$	

5. Description of Property: Beachwood Estates Phase One & 2
 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: Beachwood Estates Phase One & 2 Lot (No): 61-67, 340-357 Block (No): 69/23
 Location/Address of Property Being Conveyed (2): 69/23

6. Other Property Identifiers (If applicable): _____ Water Meter Access No. _____

7. Residential or Non-Residential Fee Simple or Grant Estate Assessment: _____
 Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred: _____

7. Transferred From: Beachwood Estates LLC
Beachwood I Limited Partnership
 Dec. 1 - Owner(s) of Record, if Different from Grantor(s): _____
 Dec. 2 - Owner(s) of Record, if Different from Grantor(s): _____

8. Transferred To: Beachwood Estates LLC
Beachwood I Limited Partnership
 New Owner's (Grantor) Mailing Address: _____

9. Other Names to Be Indexed: Dec. 1 - Additional Names to be Indexed (Optional): _____
 Dec. 2 - Additional Names to be Indexed (Optional): _____

10. Contact/Mail Information: Name: Myles Lichtenberg Return to Contact Person
 Firm: Guyerstead Title & Escrow Co Hold for Pickup
 Address: 7920 McDonough Rd Ste 202
Owings Mills MD 21117 Phone: (410) 654-8898 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 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 Use Only - Do Not Write Below This Line

Transfer Number	Date Received	Assessment Year	Assessment Parcel No.
12	12	2024	

12617459

SM 12617459

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amended Declaration"), is made this 22nd day of DECEMBER, 1997, by BEACHWOOD ESTATES, L.L.C., a Maryland limited liability company and BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership (collectively referred to herein as "Declarant").

WITNESSETH:

WHEREAS, Declarant made, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions dated the 1st day of August, 1996, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0011801, folio 584 et seq. on or about September 17, 1996 (the "Declaration") and the First Amendment to Declaration of Covenants, Conditions and Restrictions dated the 16th day of May, 1997, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 12185, folio 656 et seq. on or about May 20, 1997; and

WHEREAS, pursuant to Section 3.2 (a) of the Declaration, Declarant reserved the right for seven (7) years from the date of the Declaration to annex additional land to the Community (as such term is defined in the Declaration), which land is described in Exhibit B of the Declaration; and

WHEREAS, Declarant desires to subject additional property, contained within the description of Exhibit B to the Declaration, to the operation and effect of the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A-1 attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal

representatives, successors and assigns, and the Association.

2. The Common Area to be owned by the Association at the time of the conveyance of the first lot contained within the Property described in Exhibit A-1 attached hereto, is more particularly described in Exhibit B-1 attached hereto and made a part hereof. References to streets and other Common Areas described in Exhibit B-1 are for reference only, and the streets and Common Areas are intended for use by the Owners for access, ingress, egress, recreation and other related activities. The designated areas are not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the Owners as more fully set forth in the Declaration herein.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

WITNESS/ATTEST:

Joseph V. Marante

WITNESS/ATTEST:

Joseph V. Marante

DECLARANT:
BEACHWOOD ESTATES, L.L.C.

[Signature] (SEAL)
By: Armando J. Cignarale,
General Manager

DECLARANT:
BEACHWOOD I LIMITED PARTNERSHIP
By: Signal Development
Corporation, General Partner

[Signature] (SEAL)
By: Armando J. Cignarale,
Vice President

STATE OF MARYLAND, ~~GEN~~/COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22nd day of DECEMBER, 1997 before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Armando J. Cignarale, General Manager of BEACHWOOD ESTATES, L.L.C., known to me or suitably proven, the Declarant named in the foregoing Second Amended Declaration, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Joseph V. Marante
Notary Public
My Commission Expires: 4/17/2000

STATE OF MARYLAND, ~~GEN~~/COUNTY OF BALTIMORE, TO WIT:

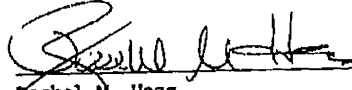
I HEREBY CERTIFY that on this 22nd day of DECEMBER, 1997 before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Armando J. Cignarale, Vice President of Signal Development Corporation, General Partner of BEACHWOOD I LIMITED PARTNERSHIP, known to me or suitably proven, the Declarant named in the foregoing Second Amended Declaration, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

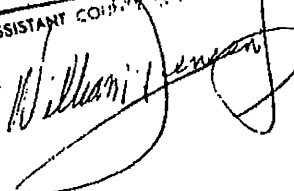
Joseph V. Marante
Notary Public
My Commission Expires: 4/17/2000

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.


Rachel M. Hess

REVIEWED FOR BALTIMORE COUNTY
RECORDED

ASSISTANT COUNTY CLERK
 1/20/98

REVIEWED FOR BALTIMORE COUNTY
RECORDED

ASSISTANT COUNTY CLERK

EXHIBIT A-1

DESCRIPTION OF LOTS
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

The following 15 Lots are subjected to this Second Amended Declaration:

BEING all those Lots shown and designated as Lot Nos. 46 through and including 49, 191, 192 and 358 through and including 366, all as shown on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION TWO", as recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 25 on January 7, 1997.

EXHIBIT B-1

DESCRIPTION OF COMMON AREA
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

All that area shown as "H.O.A. Open Space" (comprised of 1.6060 Ac. +/-), on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION TWO", as recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 23 on January 7, 1997.

CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEE

GOUCHER WOODS DEVELOPMENT, INC. and JAMES C. OLIVER, who are, respectively, the beneficiary and Trustee under a partial purchase money deed of trust from Beachwood I Limited Partnership and Beachwood II Limited Partnership, as Borrower, dated January 21, 1993 and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 964, folio 423 et seq. ("the Deed of Trust") and Deed of Appointment and Removal dated July 24, 1995, and recorded among the Land Records of Baltimore County, Maryland, in Liber 11156, folio 437, hereby join in the foregoing Second Amended Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc., to which this Joiner is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A such to the operation and effect of the Declaration.

Nothing in the provisions of this Consent shall be deemed in any way to create between the parties named in the Declaration as "Declarant" nor create any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed this Consent or caused the same to be executed on its behalf by its duly authorized representative, this 22ND day of DECEMBER, 1997.

WITNESS OR ATTEST:

GOUCHER WOODS DEVELOPMENT, INC.

Joseph J. Marando

[Signature] (SENT)
By: President

0012517 566

Therian Cassidy

James C. Oliver (SEAL)
James C. Oliver, Trustee

STATE OF MARYLAND
COUNTY/CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 22nd day of DECEMBER, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and BALTIMORE County/City aforesaid, personally appeared ARMANDO CIGNARILE known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the PRESIDENT of GOUCHER WOODS DEVELOPMENT, INC., that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

Joseph F. Marinello
Notary Public
My commission expires: 4/17/2000

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 24 day of December, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and County/City of Baltimore aforesaid, personally appeared JAMES C. OLIVER, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed.

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

Therian Cassidy
Notary Public
My commission expires: July, 1998

CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEE

KEY FEDERAL SAVINGS BANK and BERNARD DACKMAN and GORDON B. HEYMAN, who are, respectively, the Beneficiary and Trustees under a deed of trust from dated July 29, 1994, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 1119, folio 375 et seq., as amended ("the Deed of Trust"), hereby join in the foregoing Several Amended Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc., to which this Consent and Agreement is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in Exhibit A here to the operation and effect of the Declaration.

Nothing in the provisions of this Consent shall be deemed in any way to create a partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustees and Beneficiary have executed this Consent or caused the same to be executed on its behalf by its duly authorized representative, this 22nd day of DECEMBER, 1997.

WITNESS OR ATTEST:

[Handwritten signature]

KEY FEDERAL SAVINGS BANK

[Handwritten signature] (SEAL)
By: George G. Wachter, Sr., V.P.

[Handwritten signature]

[Handwritten signature] (SEAL)
Bernard Dackman, Trustee

[Handwritten signature] (SEAL)
Gordon B. Heyman, Trustee

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 29th day of December, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/City aforesaid, personally appeared George G. Wachtel, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the Senior Vice President of KEY FEDERAL SAVINGS BANK, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

[Signature]
Notary Public Nancy G. Supter

My commission expires: 12-1-98

STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 26th day of December, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and County/City of Baltimore aforesaid, personally appeared Bernard Dackman, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed in such capacity.

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

[Signature]
Notary Public

My commission expires: 1/1/2000



STATE OF MARYLAND
COUNTY/CITY OF Baltimore

I HEREBY CERTIFY, that on this 26th day of December, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and County/City of Baltimore aforesaid, personally appeared Gordon B. Heyman, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed, in his own capacity.

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

P. Olesca

Notary Public

My commission expires: 1/1/2010



JOINDER AND CONSENT OF OWNER

ALTIERI ENTERPRISES, INC., a MARYLAND corporation (hereinafter referred to as "Owner"), hereby consents to all of the terms and provisions contained in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc. referred to therein (the "Declaration"), and agrees that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot Nos. 46, 48, 191, 192, 358, 362 and 366, all of which said Lots are shown on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION TWO", as recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 23 on January 7, 1997.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

ATTEST:

OWNER:
ALTIERI ENTERPRISES, INC.

Joseph P. Marante

By: [Signature] (SEAL)

STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 15th day of JANUARY, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared GREIG ALTIERI, who acknowledged himself to be the VP of Altieri Enterprises, Inc., a MARYLAND corporation, and that he, as such VP, being authorized to do so, acknowledged the foregoing Joinder to be the act of said body corporate, and that he executed the foregoing for the purposes therein contained, by signing the name of the Corporation by himself as Vice President, and that the said Joinder was executed and is to be recorded solely for the purposes as therein provided.

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

Joseph P. Marante
Notary Public

My commission expires: 4/17/2000

JOINDER AND CONSENT OF OWNER

RONALD C. COLEMAN and RENEE A. COLEMAN (hereinafter referred to as "Owner"), hereby consents to all of the terms and provisions contained in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc. referred to therein (the "Declaration"), and agrees that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot Nos. 49, which Lot is shown on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION TWO", as recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 23 on January 7, 1997.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the First Amendment.

WITNESS/ATTEST:

Joseph V. Mariani

OWNERS:

Ronald C. Coleman (SEAL)
Ronald C. Coleman

WITNESS/ATTEST:

Joseph V. Mariani

OWNER:

Renee A. Coleman (SEAL)
Renee A. Coleman

STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 17th day of JANUARY, 1997, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared RONALD C. COLEMAN and RENEE A. COLEMAN, Owner, known to me (or satisfactorily proven to be), and that each of them, acknowledged the foregoing Joinder to be their act, and that they executed the foregoing for the purposes therein contained, by signing their names, and that the said Joinder was executed and is to be recorded solely for the purposes as therein provided.

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

Joseph V. Mariani
Notary Public

My commission expires: 4/17/2000

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

_____ and SUZANN M. STEPHENS
_____, who are, respectively, the Trustee(s)
and the Beneficiary under that certain Deed of Trust dated
AUGUST 11, 1997 and recorded among the Land Records of Baltimore
County, Maryland, in Liber 0012300 at folio 015, et seq., hereby join in the
foregoing Declaration for the express purpose of subordinating all of their
respective right, title and interest under such Deed of Trust in and to the
real property described in Exhibit A such to the operation and effect of such
Declaration.

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

IN WITNESS WHEREOF, each of the said Trustee(s) and Beneficiary has
executed and sealed this Consent and Agreement of Trustee(s) and Beneficiary
or caused it to be executed and sealed on its behalf by its duly authorized
representatives, this 22 day of December, 1997.

WITNESS:

[Signature]

[Signature] (SEAL)
Suzann M. Stephens, Trustee

_____ (SEAL)
Trustee

ATTEST:


[Signature]

By: [Signature] (SEAL)
SUSANNE HANNA BANK

STATE OF MARYLAND: COUNTY OF PRINCE GEORGES: TO WIT:

I HEREBY CERTIFY that on this 23rd day of December, 1997 before me, a Notary Public for the state aforesaid, personally appeared Suzann M. Stephens, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed it as Trustee for the purposes therein set forth, and that it is his/her act and deed.

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

Allyson D. Young
Notary Public


My commission expires on 5/17/10.

STATE OF _____: COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 199__, before me, a Notary Public for the state aforesaid, personally appeared _____, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed it as Trustee for the purposes therein set forth, and that it is his/her act and deed.

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

Notary Public

My commission expires on _____.

2012617 474

STATE OF MARYLAND: COUNTY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 23rd day of December, 1997, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Suzanne M Stephens, who acknowledged ~~himself~~/herself to be the Sr. Vice President of Susquehanna Bank, and that ~~he~~/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the Corporation, in my presence.

Sworn to before me this 23rd day of December 1997.

Myles N. Livingston (SEAL)
Notary Public

My Commission Expires: 5/17/00.



0012617 475

AFTER RECORDATION, PLEASE RETURN TO:

RACHEL M. HESS, ESQ.
Kantor & Winegrad
20 Crossroads Drive, Suite 215
Owings Mills, MD 21117

Order: 73F6232/NQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
HomeWiseDocs

01:18;4:03/01/99
8011109A;0562-12308

0013719-387

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, ("Third Amended Declaration"), is made this 23 day
of March, 1999 by BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership
(referred to herein as "Declarant").

WITNESSETH:

WHEREAS, Declarant made, executed and caused to be recorded that certain
Declaration of Covenants, Conditions and Restrictions dated the 1st day of August, 1996, and
recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0011801, folio 584
et seq. on or about September 17, 1996 (the "Declaration"); the First Amendment to Declaration of
Covenants, Conditions and Restrictions dated the 16th day of May, 1997, and recorded among the
Land Records of Baltimore County, Maryland in Liber S.M. 12185, folio 656 et seq. on or about
May 20, 1997; and the Second Amendment to Declaration of Covenants, Conditions and Restrictions
dated December 22, 1997, and recorded among the Land Records of Baltimore County in Liber S.M.
12617, folio 459, et seq.; and

WHEREAS, Beachwood Estates, I., L.C., assigned its rights to Declarant pursuant to
an Assignment of Declarant's Rights and Agreement dated July 30, 1998 and recorded among the
Land Records of Baltimore County in Liber S.M. 13050, folio 165; and

BALTIMORE COUNTY DEPARTMENT OF CLERK OF THE DISTRICT COURT, DECLARATION RECORDED IN BOOK SM
03/08/2005
right for seven (7) years from the date of the Declaration to annex additional land to the Community

01:18;4:03/01/99
8011109A;0562-12308

0013719-388

(as such term is defined in the Declaration), which land is described in Exhibit B of the Declaration;
and

WHEREAS, Declarant desires to subject additional property, contained within the description of Exhibit B to the Declaration, to the operation and effect of the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A-1 attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns and the Association.

2. The Common Area to be owned by the Association at the time of the conveyance of the first lot contained within the Property described in Exhibit A-1 attached hereto, is more particularly described in Exhibit B-1 attached hereto and made a part hereof. References to streets and other Common Areas described in Exhibit B-1 are for reference only, and the streets and Common Areas are intended for use by the Owners for access, ingress, egress, recreation and other related activities. The designated areas are not dedicated hereby for use by the general public but

BALTIMORE COUNTY CLERK OF COURTS (Land Records) FMA # 02-43574 Book SM
03/08/2005
Declaration herein

Order: 73F6Z8ZLNQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
HomeWiseDocs

01:18:4:03/01/99
S011109A;0562-12308

0013719 909

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

WITNESS/ATTEST

BEACHWOOD I LIMITED
PARTNERSHIP, DECLARANT

By: STEPHEN HOMES AT BEACHWOOD
ESTATES, L.L.C., GENERAL PARTNER

Donald R. Stephen

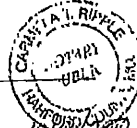
By: *Donald R. Stephen* (SEAL)
Donald R. Stephen, Managing Member

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 23rd day of March, 1999, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Donald R. Stephen, Managing Member, Stephen Homes at Beachwood Estates, L.L.C., General Partner of BEACHWOOD I LIMITED PARTNERSHIP, known to me or suitably proven, the Declarant named in the foregoing Third Amended Declaration, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Donald R. Stephen
Notary Public



My Commission Expires: 10/21/2000

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-13574] Book S
03/08/2005.

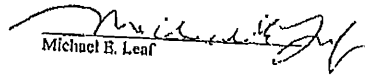
Order: 731-F628ZNO
Address: 9300 Sea Point Rd
Order Date: 03-24-2024
Document not for resale
HomeWiseDocs

01:18:403/01/99
8011109A;0562-12308

0019719 350

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by him.


Michael E. Leaf

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-13574] Book SM
03/08/2005.

Order: 73F6Z8ZLNQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
HomeWiseDocs

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8011109A;0562-12308

0013719-350

SUSQUEHANNA BANK

CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEE

SUSQUEHANNA BANK and ELIZABETH M. WRIGHT and JEFFREY ALBESHIRE, who are respectively, the Beneficiary and Trustees under an Indemnity Deed of Trust dated July 30, 1998 and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 13050, folio 105 et seq., as amended (the "Deed of Trust"), hereby join in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc., to which this Consent and Agreement is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under such Indemnity Deed of Trust in and to the real property described in Exhibit A to the operation and effect of the Declaration.

Nothing in the provisions of this Consent shall be deemed in any way to create between the parties named in the Declaration as "Declarant" nor create any relationship, partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustees and Beneficiary have executed this Consent or caused the same to be executed on its behalf by its duly authorized representatives, this 23rd day of MARCH, 1999.

WITNESS MY TEST:
BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-13574] Book SM
03/08/2006

[Handwritten signature]

SUSQUEHANNA BANK
By: *[Handwritten signature]* (SEAL)
Elizabeth M. Wright, Executive Vice President

Order: 73F6ZSZNQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
HomeWiseDocs

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8011109A;0562-12308

0013719 052

[Signature]
Witness

Elizabeth M. Wright (SEAL)
Elizabeth M. Wright, Trustee

[Signature]
Witness

Jerry M. Ashiro (SEAL)
Jerry M. Ashiro, Trustee

STATE OF MARYLAND; COUNTY OF Baltimore

I HEREBY CERTIFY, that on this 23rd day of March, 1999,
before me, the subscriber, a Notary Public in and for the State of Maryland and Harford
County aforesaid, personally appeared Elizabeth M. Wright known to me or satisfactorily
proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged
himself to be the ^{Executive} Vice President of SUSQUEHANNA BANK, that he has been duly authorized to
execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes
therein set forth, and that the same is his act and deed.

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

Glenn M. WEBER
Notary Public

My Commission Expires: 12/01/02

STATE OF MARYLAND; COUNTY OF Baltimore

BALTIMORE COUNTY RECORDS DEPARTMENT (hang tag) March 62-13574, Book SM
03/08/2005.
before me, the subscriber, a Notary Public in and for the State of Maryland and County of

01:18:4:03/01/99
8011109A;0562-12308

0013719 353

Harold aforesaid, personally appeared Elizabeth M. Wright, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that she has executed the foregoing instrument for the purposes therein set forth, and that the same is her act and deed as Trustee.

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

John M. WEBER
Notary Public

My Commission Expires: 12/01/02

STATE OF MARYLAND; COUNTY OF Baltimore

I HEREBY CERTIFY, that on this 23rd day of March, 1999, before me, the subscriber, a Notary Public in and for the State of Maryland and County of

Harold aforesaid, personally appeared Jeffrey Aleshire, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed as Trustee.

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

John M. WEBER

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-13574] Book 51
03/08/2005.. My Commission Expires: 12/01/02

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8011109A;0562-12308

0013719 354

BEACHWOOD BORROWING CORP.

CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEE

BEACHWOOD BORROWING CORP. and JAY L. LENROW and JAMES C. OLIVER, who are respectively, the Beneficiary and Trustees under a deed of trust dated July 30, 1998, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 13050, folio 137 et seq., as amended (the "Deed of Trust"), hereby join in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc., to which this Consent and Agreement is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in Exhibit A to the operation and effect of the Declaration,

Nothing in the provisions of this Consent shall be deemed in any way create between the parties named in the Declaration as "Declarant" nor create any relationship, partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustees and Beneficiary have executed this Consent or caused the same to be executed on its behalf by its duly authorized representative, this 22nd day of MARCH, 1999.

WITNESS/ATTEST:

BEACHWOOD BORROWING CORP.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) (MBA CE 62-13074) Book SM
03/08/2005. *[Signature]*
Antonio J. Ciganga, President

01:18:4:03/01/99
8011109A:0562-12308

0013719 355

Theresa Chumley
Witness

Theresa Chumley
Witness

Jay L. Lentow (SEAL)
Jay L. Lentow, Trustee

James C. Oliver (SEAL)
James C. Oliver, Trustee

STATE OF MARYLAND; COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 22nd day of MARCH, 1999,
before, the subscriber, a Notary Public in and for the State of Maryland and BALTIMORE
County aforesaid, personally appeared Armando J. Cignarale, known to me or satisfactorily proven
to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself
to be the President of BEACHWOOD BORROWING CORP., that he has been duly authorized to
execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes
therein set forth, and that the same is his act and deed.

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

Joseph V. Marante
Notary Public
My Commission Expires: 4/1/00

STATE OF MARYLAND; COUNTY OF Baltimore

I HEREBY CERTIFY, that on this 15 day of March, 1999,
BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-2674] Book S1
03/08/2009 before me, the subscriber, a Notary Public in and for the State of Maryland and County of

Baltimore aforesaid, personally appeared Jay L. Lentow, Trustee, known to me or

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8011109A;0562-12308

0013719 356

satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed as Trustee.

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



William Cannady
Notary Public

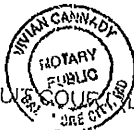
My Commission Expires: July, 1999

STATE OF MARYLAND; COUNTY OF Baltimore

I HEREBY CERTIFY, that on this 12th day of March, 1999.

before me, the subscriber, a Notary Public in and for the State of Maryland and County of Baltimore aforesaid, personally appeared James C. Oliver, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed as Trustee.

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



William Cannady
Notary Public

BALTIMORE COUNTY CIRCUIT COURT, Case No. MSA 89-62-1474 Book SM
03/08/2005. My Commission Expires July, 1999

01:18;2:11/12/98
8011112A;0562-12308

0013719-357

BEACHWOOD ESTATE HOMEOWNERS ASSOCIATION, INC.

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT A-1

All of the land enclosed within Beachwood Estates, Phase 2, Section 1 as shown on plats entitled "Plat 1 of 2 Beachwood Estates Phase 2, Section 1" recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 6 and "Plat 2 of 2 Beachwood Estates Phase 2, Section 1" recorded among the Plat Records of Baltimore County, Maryland in Liber S.M. 70, folio 7.

BEING a part of the land described in and conveyed by a Deed recorded among the Land Records of Baltimore County, Maryland in Liber 9624, folio 349.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-13574] Book SV
03/08/2005.

Order: 7316/287M0
Address: 9300 Sea Point Rd
Order Date: 09-24-2014
Document not for resale
HomeWiseDocs

01:18;2:11/12/98
8011112B;0562-12308

0013719 358

BEACHWOOD ESTATE HOMEOWNERS ASSOCIATION, INC.

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT B-1

All that land designated as "HOA 1 and Pedestrian Pathway" and "HOA 2 and Pedestrian Pathway" as shown on "Plat 1 of 2, Beachwood Estates Phase 2, Section 1" recorded among the Plat Records of Baltimore County, Maryland in Liber S.M. 70, folio 6 and all of that land designated as "HOA 3" and "HOA 4" as shown and designated on a Plat entitled "Plat 2 of 2 Beachwood Estates Phase 2, Section 1" recorded among the Plat Records of Baltimore County, Maryland in Plat Book S.M. 70, folio 7, BEING a part of the land conveyed by Deed recorded among the Land Records of Baltimore County, Maryland in Liber 9624, folio 349.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-13574] Book SM
03/08/2005.

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
HomeWiseDocs

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.

REGISTRATION FEE 2.00
RECORDING FEE 75.00
TOTAL 77.00
DATE 03/08/2005
TIME 10:21 AM
BY 03/08/2005

(Type or Print in Black Ink Only--All Counts Must Be Legible)

1 Type(s) of Instruments: Check, Box if Additional Intake Form is Attached. Other: **THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.**

2 Conveyance Type Check Box: Improved Sale Arms-Length (1) Unimproved Sale Arms-Length (2) Multiple Acquire Arms-Length (3) Length Sale (4)

3 Tax Exemptions (if Applicable) (Check or Explain Authority): Recodification State Transfer County Transfer

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

5 Fees	Amount of Fees			Agent:
		Doc. 1	Doc. 2	
Recording Charge	\$	75.00	\$	Agent: <i>RT</i> Tax Bill: <i>S</i> C.B. Credit: <i>S</i> Ag. Tax/Other: <i>S</i>
Surcharge	\$	5.00	\$	
State Recodification 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. (3): _____ Grantor Lifer/Valle: _____ Map: _____ Parcel No.: _____ Var. LOG: _____ (5)

Subdivision Name: **BEACHWOOD ESTATES** Lot (3a): _____ Block (3b): _____ Sec/AE (3c): _____ Plat Ref.: _____ Sq/PAcreage (4): _____

Location/Address of Property Being Conveyed (2): _____

Other Property Identifiers (if applicable): _____ Water Meter Account No.: _____

Residential or Non-Residential Fee Simple or Ground Rent Amount: _____

Partial Conveyance? Yes No Description/Amt. of Sq/PAcreage Transferred: _____

If Partial Conveyance, List Improvements Conveyed: _____

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): **BEACHWOOD I LIMITED PARTNERSHIP (DECLARANT)**

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: **CAROLYN BAVERMAN** Return to Contact Person

Firm: **RESIDENTIAL TITLE & ESCROW COMPANY** Hold for Pickup

Address: **1829 REISTERSTOWN ROAD SUITE 380** Return Address Provided

BALTIMORE, MD, 21208 Phone: (410) 653-3400

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

Tran. Ver. Method	Assessment Ver. Method	Whole	Part	Tran. Process Verification
Map	Map	Map	Map	Map
Parcel	Parcel	Parcel	Parcel	Parcel
Block	Block	Block	Block	Block
Lot	Lot	Lot	Lot	Lot
Section	Section	Section	Section	Section
Town	Town	Town	Town	Town
County	County	County	County	County

TRANSFER TAX NOT REQUIRED
 Director of Budget and Finance
 BALTIMORE COUNTY DEPARTMENT OF
 REVENUE
 Date: 03/08/2005

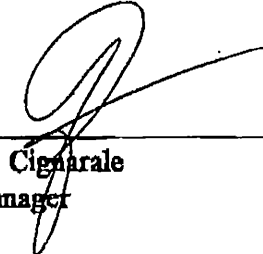
document, provided, however, that this Amendment shall not be effective unless and until the parties named herein shall have executed this Amendment.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged.

WITNESS OR ATTEST:

DECLARANT:
BEACHWOOD ESTATES, L.L.C.

Joseph V. Marante

By:  (SEAL)
Armando J. Cignarale
General Manager

WITNESS OR ATTEST:

DECLARANT:
BEACHWOOD I LIMITED PARTNERSHIP

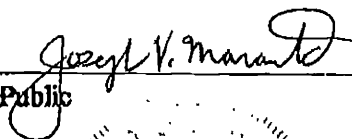
By: _____ (SEAL)
Donald R. Stephen, General Partner

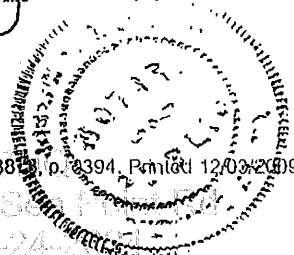
STATE OF MARYLAND, COUNTY OF BALTIMORE :

I HEREBY CERTIFY that on this 22ND day of FEBRUARY, 1999, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Armando J. Cignarale, who acknowledged himself to be the General Manager of BEACHWOOD ESTATES, L.L.C., a Maryland limited liability company, and that he as such General Manger, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such General Manger.

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

My Comm. Exps. 4/17, 2000


Notary Public



document, provided, however, that this Amendment shall not be effective unless and until the parties named herein shall have executed this Amendment.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged.

WITNESS OR ATTEST:

DECLARANT:
BEACHWOOD ESTATES, L.L.C.

By: _____ (SEAL)
Armando J. Cignarale
General Manager

WITNESS OR ATTEST:

DECLARANT:
BEACHWOOD I LIMITED PARTNERSHIP

John M. WEBER

By: [Signature] (SEAL)
Donald R. Stephen, General Partner

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY that on this _____ day of _____, 1999, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Armando J. Cignarale, who acknowledged himself to be the General Manager of BEACHWOOD ESTATES, L.L.C., a Maryland limited liability company, and that he as such General Manger, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such General Manger.

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

My Commission Expires:

Notary Public

STATE OF MARYLAND, COUNTY OF Harford :

I HEREBY CERTIFY that on this 1st day of March, 1999, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Donald R. Stephen, General Partner, of BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such General Manager.

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

My Commission Expires:

12-01-02

J. G. Weber
Notary Public

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland certifies that the foregoing instrument was prepared by her.

Rachel M. Hess
Rachel M. Hess

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY that on this _____ day of _____, 1999, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Donald R. Stephen, General Partner, of BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such General Manager.

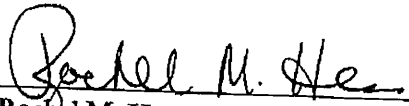
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland certifies that the foregoing instrument was prepared by her.



Rachel M. Hess

EXHIBIT A
DESCRIPTION OF ADDITIONAL PROPERTY
ANNEXED TO THE HOMEOWNERS ASSOCIATION

The following Lots are subjected to this Third Amended Declaration:

BEING KNOWN AND DESIGNATED as Lot Nos. 116 through and including 125 and Lot Nos. 154 through and including 166, shown on the plat entitled, "Plat 1 of 4, BEACHWOOD ESTATES, PHASE ONE - SECTION TWO", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 69, folio 22 on January 7, 1997; and

BEING KNOWN AND DESIGNATED as Lot Nos. 52 through and including 60, Lot Nos. 68 through and including 79, Lot Nos. 106 through and including 115 and Lot Nos. 126 through and including 132, all as shown on the plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION THREE", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 69, folio 27 on January 7, 1997.

0013878 399

EXHIBIT B

**DESCRIPTION OF COMMON AREA
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION**

All that area shown as "H.O.A. OPEN SPACE"(comprised of 12.9166 ac. +/-), on the plat entitled, "PLAT 3 of 4, BEACHWOOD ESTATES, PHASE ONE - SECTION TWO", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 69, folio 22 on January 7, 1997 and any Common Area depicted on the plats entitled, "Plat 1 of 4, BEACHWOOD ESTATES, PHASE ONE - SECTION TWO", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 69, folio 22 and "BEACHWOOD ESTATES, PHASE ONE - SECTION THREE", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 69, folio 27, both on January 7, 1997.

CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEE

KEY FEDERAL SAVINGS BANK and BERNARD DACKMAN AND GORDON B. HEYMAN, who are, respectively, the Beneficiary and Trustees under a deed of trust dated July 26, 1995, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 11156, folio 375 et seq., as amended ("the Deed of Trust"), hereby join in the foregoing Third Amended Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc., to which this Consent and Agreement is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in Exhibit A such to the operation and effect of the Declaration.

Nothing in the provisions of this Consent shall be deemed in any way to create between the parties named in the Declaration as "Declarant" nor create any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustees and Beneficiary have executed this Consent or caused the same to be executed on its behalf by its duly authorized representative, this 24th day of March, 1999.

WITNESS OR ATTEST:

KEY FEDERAL SAVINGS BANK

Brenda M. Goodman

George G. Wachter, Sr. (SEAL)
By: George G. Wachter, Sr., V.P.

CM Norwood

Bernard Dackman (SEAL)
Bernard Dackman, Trustee

CM Norwood

Gordon B. Heyman (SEAL)
Gordon B. Heyman, Trustee

0013878 401

STATE OF MARYLAND
COUNTY/CITY OF Baltimore :

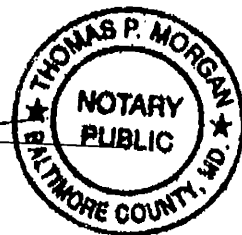
I HEREBY CERTIFY that on this 25th day of March, 1999, before me, the subscriber, a Notary Public in and for the State of Maryland and Baltimore County/City, aforesaid, personally appeared George G. Wachter, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the Senior Vice President of KEY FEDERAL SAVINGS BANK, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

My Commission Expires:

2/1/02

Thomas P. Morgan
Notary Public



STATE OF MARYLAND,
COUNTY/CITY OF Hartford :

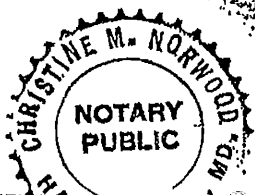
I HEREBY CERTIFY that on this 24th day of March, 1999, before me, the subscriber, a Notary Public in and for the State of Maryland and County/City of Hartford, aforesaid, personally appeared Bernard Dackman, Trustee, known to me or satisfactorily proved to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed in such capacity.

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

My Commission Expires:

11-1-02

Christine M. Norwood
Notary Public



STATE OF MARYLAND,
COUNTY/CITY OF Harford

I HEREBY CERTIFY that on this 24th day of March, 1999, before me, the subscriber, a Notary Public in and for the State of Maryland and County/City of Harford, aforesaid, personally appeared Gordon B. Heyman, Trustee, known to me or satisfactorily proved to be the person whose name is subscribed to the foregoing instrument as Trustee, who acknowledged that he has executed the foregoing instrument for the purposes therein set forth, and that the same is his act and deed in such capacity.

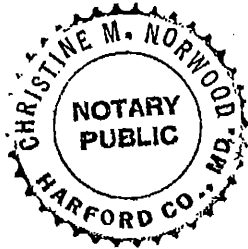
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

My Commission Expires:

11-1-02

Christine M. Norwood

Notary Public



JOINDER AND CONSENT OF OWNER

JAMES CRUMLEY AND TAMMY CRUMLEY (hereinafter referred to as "Owner"), hereby consents to all of the terms and provisions contained in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc. referred to therein (the "Declaration"), and agrees that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 57, which Lot is shown on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION THREE", as recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 27 on January 7, 1997.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Third Amendment.

WITNESS/ATTEST:

OWNERS:

James Crumley (SEAL)
James Crumley

WITNESS/ATTEST:

OWNERS:

Tammy Crumley (SEAL)
Tammy Crumley

STATE OF MARYLAND
COUNTY OF BALTIMORE

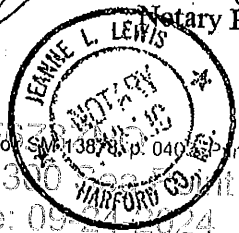
I HEREBY CERTIFY, that on this 14th day of February, 1999, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared JAMES CRUMLEY and TAMMY CRUMLEY, Owner, known to me (or satisfactorily proven to be), and that each of them, acknowledged the foregoing Joinder to be their act, and that they executed the foregoing for the purposes therein contained, by signing their names, and that the said Joinder was executed and is to be recorded solely for the purposes as therein provided.

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

My Commission Expires:

8-1-01

Jeanne L. Lewis
Notary Public



JOINDER AND CONSENT OF OWNER

RONALD TUDER, JR. and TINA TUDER (hereinafter referred to as "Owner"), hereby consents to all of the terms and provisions contained in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc. referred to therein (the "Declaration"), and agrees that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 58, which Lot is shown on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION THREE", as recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 27 on January 7, 1997.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Third Amendment.

WITNESS/ATTEST:

OWNERS:

Michelle Machlinski

Ronald Tudor, Jr. (SEAL)
Ronald Tudor, Jr.

WITNESS/ATTEST:

OWNERS:

Michelle Machlinski

Tina Tudor (SEAL)
Tina Tudor

STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 29th day of January, 1999, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared RONALD TUDER, JR. and TINA TUDER, Owner, known to me (or satisfactorily proven to be), and that each of them, acknowledged the foregoing Joinder to be their act, and that they executed the foregoing for the purposes therein contained, by signing their names, and that the said Joinder was executed and is to be recorded solely for the purposes as therein provided.

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

My Commission Expires:

Michelle M Machlinski
Notary Public

MICHELLE M. MACHLINSKI
NOTARY PUBLIC STATE OF MARYLAND
County of Baltimore

JOINDER AND CONSENT OF OWNER

ROBERT A. MILLER and MARGARET A. IRWIN MILLER (hereinafter referred to as "Owner"), hereby consents to all of the terms and provisions contained in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc. referred to therein (the "Declaration"), and agrees that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 73, which Lot is shown on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION THREE", as recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 27 on January 7, 1997.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Third Amendment.

WITNESS/ATTEST:

OWNERS:

Robert A Miller 2/6/99 (SEAL)
Robert A. Miller

WITNESS/ATTEST:

OWNERS:

Margaret A Irwin Miller (SEAL) 2/6/99
Margaret A. Irwin Miller

STATE OF MARYLAND
COUNTY OF BALTIMORE

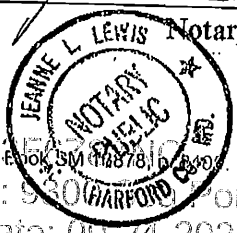
I HEREBY CERTIFY, that on this 6th day of February, 1999, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared ROBERT A. MILLER and MARGARET A. IRWIN MILLER, Owner, known to me (or satisfactorily proven to be), and that each of them, acknowledged the foregoing Joinder to be their act, and that they executed the foregoing for the purposes therein contained, by signing their names, and that the said Joinder was executed and is to be recorded solely for the purposes as therein provided.

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

My Commission Expires:

8-1-01

Jeanne L. Lewis
Notary Public



JOINDER AND CONSENT OF OWNER

THE RYLAND GROUP, INC., a Maryland corporation (hereinafter referred to as "Owner"), hereby consents to all of the terms and provisions contained in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc. referred to therein (the "Declaration"), and agrees that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot Nos. 52, 54, 55, 65, 66, 71 and 109, all of which said Lots are shown on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION THREE", as recorded among the Lands Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 27 on January 7, 1997.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

ATTEST:

OWNER:
THE RYLAND GROUP, INC.

Kathleen L. Reda

James P. Joyce (SEAL)

STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 26 day of FEBRUARY, 1999, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared JAMES P. JOYCE, who acknowledged himself to be the VICE PRESIDENT of The Ryland Group, Inc., a Maryland corporation, and that he, as such VICE PRESIDENT, being authorized to do so, acknowledged the foregoing Joinder to be the act of said body corporate, and that he executed the foregoing for the purposes therein contained, by signing the name of the Corporation by himself as VICE PRESIDENT and that the said Joinder was executed and is to be recorded solely for the purposes as therein provided.

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

My Commission Expires:

5/1/2000

Brenda E. Buford



TOTAL P.02

0013878 4071

JOINDER AND CONSENT OF OWNER

PAUL R. ANTHONY, III and TRACY L. ANTHONY (hereinafter referred to as "Owner"), hereby consents to all of the terms and provisions contained in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc. referred to therein (the "Declaration"), and agrees that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 54, which Lot is shown on the Plat entitled, "BEACHWOOD ESTATES, PHASE ONE - SECTION THREE", as recorded among the Land Records of Baltimore County, Maryland, in Plat Book S.M. 69, folio 27 on January 7, 1997.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Third Amendment.

WITNESS/ATTEST:

Jeanne Lewis

OWNERS:

Paul R. Anthony III (SEAL)
PAUL R. ANTHONY, III

WITNESS/ATTEST:

Jeanne Lewis

OWNERS:

Tracy L. Anthony (SEAL)
TRACY L. ANTHONY

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL:

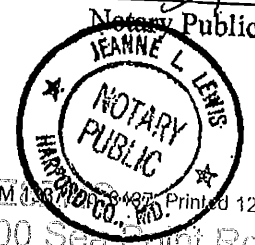
I HEREBY CERTIFY, that on this 31st day of March, 1999, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared PAUL R. ANTHONY, III and TRACY L. ANTHONY, Owner, known to me (or satisfactorily proven to be), and that each of them, acknowledged the foregoing Joinder to be their act, and that they executed the foregoing for the purposes therein contained, by signing their names, and that the said Joinder was executed and is to be recorded solely for the purposes as therein provided.

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

My Commission Expires:

8-1-01

Jeanne L. Lewis



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

File No. 99-9602

AFFIDAVIT OF CONSENT TO ANNEXATION

We, the undersigned purchasers of Lot 55, Beachwood Estates, known as 4518 Greencove Circle do hereby make this Affidavit to consent to the annexation of our lot to the Beachwood Estates Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions as recorded among the Land Records of Baltimore County, Maryland in Liber 11801, folio 584, and as amended in Liber 12185, folio 656 and Liber 12617, folio 459. Further, we do agree, if necessary and required in the opinion of the Homeowners Association and/or Cornerstone Title Company or Commonwealth Land Title Insurance Company, to sign a Consent to be recorded together with any future annexation document in order to clarify said annexation status.

WITNESS:

Michael Stephen

Michael Stephen

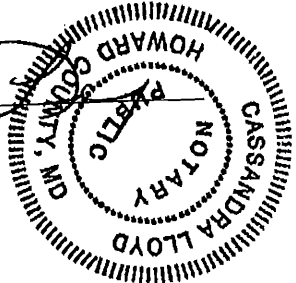
Douglas J. Giza
Douglas J. Giza

Nan H. Giza
Nan H. Giza

My Commission Expires:

02/01/03

Cassandra Lloyd
Notary Public



0010878 109

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 \$ 2.00
RECORDING FEE 75.00
TOTAL 77.00
Reg # BA02 Rcpt # 51991
SM BC BIK # 127
Jul 01, 1999 04:10 PM

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, Fees, Finance Office Use Only. Includes rows for Purchase Price/Consideration, Recording Charge, 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).

6 Transferred From
7 Transferred To
8 Other Names to Be Indexed

9 Contact/Mail Information
Name: Rachel M. Hess, Esquire
Firm: Kantor, Winegrad & Hess
Address: 20 Crossroads Drive, Suite #215, Owings Mills, Md 21117

10 Assessment Information
Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Agricultural Verification, Whole, Part

Table with columns: Year, Date Received, Deed Reference, Assessed Property No., Land, Buildings, Total, Geo., Zoning, Use, Town Cd., Map, Grid, Parcel, Ex. St., Sub, Lot, Section, Block, Plat, Lot, Section, Oco. Cd., Ex. Cd.

TRANSFER TAX NOT REQUIRED
DIRECTOR OF BUDGET AND FINANCE
BALTIMORE COUNTY MARYLAND
Date: 7/11/2006 3:18 PM

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.
CONFIRMATORY FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS CONFIRMATORY FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ("Confirmatory Fourth Amendment"), is made this 27th day of September, 1999, by BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership (referred to herein as "Declarant").

WITNESSETH:

WHEREAS, Declarant made, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions dated the 1st day of August, 1996, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0011801, folio 584 et seq. on or about September 17, 1996 (the "Declaration"); the First Amendment to Declaration of Covenants, Conditions and Restrictions dated the 16th day of May, 1997, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12185, folio 656 et seq. on or about May 20, 1997; and the Second Amendment to Declaration of Covenants, Conditions and Restrictions dated December 22, 1997, and recorded among the Land Records of Baltimore County in Liber S.M. 12617, folio 459, et seq.; and

WHEREAS, this Declarant made, executed and caused to be recorded that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions dated the 23rd day of March, 1999, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0013719, folio 347 (the "Original Amendment"); and

WHEREAS, Declarant has since discovered that a separate and distinct amendment to the Declaration titled "Third Amendment to the Declaration of Covenants, Conditions and Restrictions" dated the 24th day of March, 1999, was executed by Beachwood Estates, LLC, and Beachwood I Limited Partnership, and recorded among the Land Records of Baltimore County, Maryland, in Liber 0013878, folio 393 (the "Third Amendment"); and

WHEREAS, Declarant wishes to change the title of the Original Amendment in order to avoid any conflict or confusion with the Third Amendment.

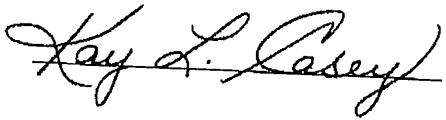
NOW, THEREFORE, the Declarant hereby declares that the Original Amendment be known as the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions ("Fourth Amendment") and ratifies and confirms the amendments made therein.

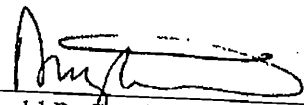
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

WITNESS/ATTEST

BEACHWOOD I LIMITED
PARTNERSHIP, DECLARANT

By: STEPHEN HOMES AT BEACHWOOD
ESTATES, L.L.C., GENERAL PARTNER



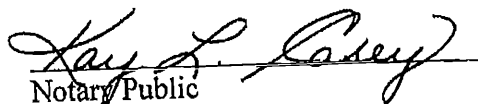
By:  (SEAL)
Donald R. Stephen, Managing Member

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 27th day of September, 1999, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Donald R. Stephen, Managing Member, Stephen Homes at Beachwood Estates, L.L.C., General Partner of

BEACHWOOD I LIMITED PARTNERSHIP, known to me or suitably proven, the Declarant named in the foregoing Third Amended Declaration, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

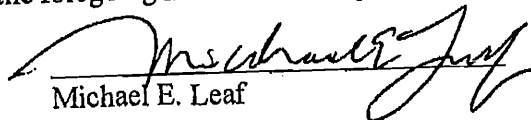
AS WITNESS my hand and seal.


Notary Public

My Commission Expires: 6/28/23

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by him.


Michael E. Leaf

AFTER RECORDING PLEASE RETURN TO:

Michael E. Leaf, Esquire
Hodes, Ulman, Pessin & Katz, P.A.
112 South Main Street
Bel Air, Maryland 21014
Telephone: 410-838-2333

0014126 097

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 (with handwritten 'AMENDMENT TO DEED')
2 Conveyance Type Check Box: Improved Sale, Arms-Length (1), Multiple Accounts
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

4 Consideration and Tax Calculations: Table with columns for Purchase Price/Consideration, Finance Office Use Only, and Transfer and Recordation Tax Consideration.

5 Fees: Table listing Recording Charge (\$22.00), Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, and Other.

6 Description of Property: Includes fields for District, Property Tax ID No., Grantor Liber/Folio, Map, Parcel No., and Subdivision Name.

7 Transferred From: Fields for Doc. 1 - Grantor(s) Name(s) and Doc. 2 - Grantor(s) Name(s).

8 Transferred To: Fields for Doc. 1 - Grantee(s) Name(s) and Doc. 2 - Grantee(s) Name(s).

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

10 Contact/Mail Information: Fields for Name (SUZANNE TURNER), Firm (HODES, ULLMAN, PESSIN & KATZ), and Address (112 S. MAIN STREET).

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?

Assessment Use Only - Do Not Write Below This Line: Includes fields for Transfer Number, Date Received, and Assessed Property No.

REMARKS: Order: 735-6282NO, Address: 9300 Sea Point Rd

TRANSFER TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND

BALTIMORE COUNTY CLERK
09/22/2005

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

CONFIRMATORY FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS CONFIRMATORY FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Confirmatory Fifth Amendment"), is made this 2nd day of April, 2002, by BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership (referred to herein as "Declarant").

WITNESSETH:

WHEREAS, Declarant made, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions dated August 1, 1996, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 11801, folio 584, et seq. (the "Original Declaration"); and the First Amendment to Declaration of Covenants, Conditions and Restrictions dated May 16, 1997, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12185, folio 656, et seq.; and the Second Amendment to Declaration of Covenants, Conditions and Restrictions dated December 22, 1997, and recorded among the Land Records of Baltimore County, Maryland in Liber S. M. 12617, folio 459, et seq.; and the Third Amendment to Declaration of Covenants, Conditions and Restrictions dated March 23, 1999, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 13719, folio 347, et seq.; and Third Amendment to Declaration of Covenants, Conditions and Restrictions dated March 24, 1999, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 13878, folio 393, et seq.; and Confirmatory Fourth Amendment to Declaration of Covenants, Conditions and Restrictions dated September 27, 1999 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 14126, folio 94, et seq. The Original Declaration, as previously amended is referred to herein as the "Declaration"; and

WHEREAS, the Declarant has the right pursuant to Section 3.2(a) of the Declaration to subject additional property described in the Original Declaration to the legal operation and effect of the Declaration for a period of seven (7) years after the date of the Original Declaration; and

WHEREAS, the property that is subject to this Confirmatory Fifth Amendment constitutes a portion of the additional property that the Declarant may subject to the legal operation and effect of the Declaration; and

WHEREAS, the property that is subject to this Confirmatory Fifth Amendment has been subdivided constitutes a portion of the Beachwood Estates subdivision and is part of the common scheme of development established by the Original Declaration; and

WHEREAS, through inadvertence, Declarant failed to file a Fifth Amendment among the Land Records of Baltimore County, Maryland; and

WHEREAS, Declarant desires to confirm that the property described herein is subject to the operation and effect of the Declaration.

NOW THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restricts be amended as follows:

1. All of that property described on Exhibit A, which is attached hereto and incorporated herein, is annexed to the Property subject the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, as the same may be amended from time to time, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

2. The Common Areas to be subjected to the Declaration are described on Exhibit B, which is attached hereto and incorporated herein. References to streets and other Common Area described on Exhibit B are for reference only, and the streets and Common Area are intended for use by the Owners for access, ingress, egress, recreation and other related activities. The designated areas not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the Owners as more fully set forth in the Declaration herein.

3. Any capitalized terms used, but not defined, herein shall have the meanings set forth in the Declaration.

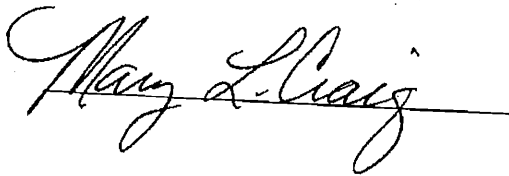
In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged.

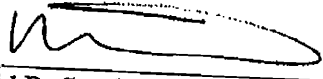
WITNESS OR ATTEST:

DECLARANT:

BEACHWOOD I LIMITED PARTNERSHIP

By: STEPHEN HOMES AT BEACHWOOD
ESTATES, L.L.C., GENERAL PARTNER

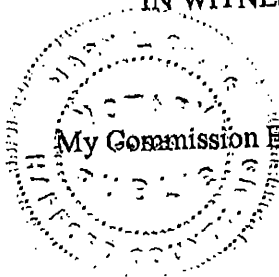


By:  (SEAL)
Donald R. Stephen, Managing Member

STATE OF MARYLAND, COUNTY OF Harford _____:

I HEREBY CERTIFY that on this 2 day of April, 2002, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Donald R. Stephen, who acknowledged himself to be the Managing Member of Stephen Homes at Beachwood Estates, L.L.C., a Maryland limited liability company, and that he as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Managing Member.

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



Mary L. Craig
Notary Public

My Commission Expires: October 4, 2002

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland certifies that the foregoing instrument was prepared by him.

Michael E. Leaf
Michael E. Leaf

~~AFTER RECORDING,
PLEASE RETURN TO:~~

Michael E. Leaf, Esquire
Hodes, Ulman, Pessin & Katz, P.A.
112 South Main Street, Suite 102
Bel Air, Maryland 21014
410-838-8990

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EXHIBIT A

**DESCRIPTION OF ADDITIONAL PROPERTY
ANNEXED TO THE HOMEOWNERS ASSOCIATION**

This is to confirm that the following Lots are subjected to this Fifth Confirmatory Amended Declaration:

BEING KNOWN AND DESIGNATED as Lot Nos. 444 through and including 462; and Lot Nos. 485 through and including 492; and Lot Nos. 497 through and including 512, shown on the plat entitled "BEACHWOOD ESTATES, PHASE TWO - SECTION TWO", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 72, folio 130; and

ALSO BEING KNOWN AND DESIGNATED as Lot Nos. 424 through and including 443; and Lot Nos. 478 through and including 484, shown on the plat entitled "BEACHWOOD ESTATES, PHASE TWO - SECTION TWO", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 72, folio 131; and

ALSO BEING KNOWN AND DESIGNATED as Lot Nos. 402 through and including 423; and Lot Nos. 462 through and including 477; and Lot Nos. 513 through and including 522, shown on the plat entitled "Resubdivision of Lots A and B, BEACHWOOD ESTATES, PHASE TWO - SECTION THREE", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 98; and

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EXHIBIT B**DESCRIPTION OF COMMON AREAS
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION**

BEING all those areas shown as "H.O.A. 1" (comprised of 0.7947 ac. ±) and "H.O.A. 2" (comprised of 0.0458 ac. ±), on the plat entitled "BEACHWOOD ESTATES PHASE TWO - SECTION TWO", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 72, folio 130; and

BEING ALSO all those areas shown as "H.O.A. 1" (comprised of 0.1131 ac. ±) and as "H.O.A. 1A" (comprised of 0.1157 ac. ±) on the plat entitled "BEACHWOOD ESTATES, PHASE TWO - SECTION TWO", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 72, folio 131; and

BEING ALSO all those areas shown as "H.O.A. 1 Open Space" (comprised of 44.4768 ac. ±) and as "H.O.A. 2" (comprised of 0.5954 ac. ±) and as "H.O.A. 3" (comprised of 0.1253 ac. ±) on the plat entitled "BEACHWOOD ESTATES, PHASE TWO - SECTION TWO", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 72, folio 132; and

BEING ALSO all those areas shown as "H.O.A. Area and Drainage & Utility Easement" (comprised of 0.2433 ac. ±) and as "H.O.A. Area and Forest Conservation Easement" (comprised of 2.0467 ac. ±) and as "H.O.A. Area and Critical Area Easement" (comprised of 0.2553 ac. ±) and as "H.O.A. Open Space" (comprised of 0.6614 ac. ±) on the plat entitled "BEACHWOOD ESTATES, PHASE TWO - SECTION THREE", recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 71, folio 98.

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CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEES

See the following instruments: 1) Deed of Trust dated July 30, 1998, from BEACHWOOD I LIMITED PARTNERSHIP to Trustees for the benefit of Susquehanna Bank ("Beneficiary") and recorded among the Land Records of Baltimore County, Maryland, in Liber SM 13050, folio 105; and 2) Indemnity Credit Lined Deed of Trust and Security Agreement recorded in Liber SM 13477, folio 540, (as modified by Modification Agreements recorded in Liber SM 15126, folio 132 and Liber SM 15321, folio 25). The undersigned BENEFICIARY AND TRUSTEES join in the foregoing Confirmatory Fifth Amended Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc., to which this Consent and Agreement is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under said Indemnity Deed of Trust and Indemnity Financing Statement in and to the real property described on Exhibit A to the operation and effect of the Declaration.

Nothing in the provisions of this Consent and Agreement shall be deemed in any way to create between the parties named in the Declaration as "Declarant" nor create any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

{Signatures follow.}

WITNESS/ATTEST:

BENEFICIARY:

SUSQUEHANNA BANK

[Signature]

By: [Signature] (SEAL)
Name: Elizabeth M. Wright
Title: Executive Vice President

TRUSTEES

[Signature]

[Signature] (SEAL)
Elizabeth M. Wright, Trustee

[Signature]

[Signature] (SEAL)
Pamela Shipp, Trustee

STATE OF MARYLAND, CITY/COUNTY OF Baltimore TO WIT:

I HEREBY CERTIFY that on this 2ND day of April, 2002, before me, the undersigned notary public in and for the above listed County and State, personally appeared ELIZABETH M. WRIGHT, who acknowledged himself/herself to be the E.V.P. of Susquehanna Bank, and that, duly authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial seal.



[Signature]
Notary Public

My Commission Expires: 4-1-05

{Notary Acknowledgments Continue on Page 3}

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

I HEREBY CERTIFY, that on this 2ND day of April, 2002, before me, the subscriber, a Notary Public, personally appeared ELIZABETH M. WRIGHT, Trustee and she acknowledged the foregoing instrument to be her act as said Trustee and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Susa Boyd

Notary Public

My Commission Expires: 4-1-05

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

I HEREBY CERTIFY, that on this 2ND day of April, 2002, before me, the subscriber, a Notary Public, personally appeared PAMELA SHIPP, Trustee and she acknowledged the foregoing instrument to be her act as said Trustee and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Susa Boyd

Notary Public

My Commission Expires: 4-1-05

CONSENT AND AGREEMENT OF BENEFICIARY AND TRUSTEES

See Indemnity Deed of Trust dated May 2, 2000 from BEACHWOOD I LIMITED PARTNERSHIP for the benefit of Bay.Net Bank ("Beneficiary"), and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 14446, folio 469, and Indemnity Financing Statement dated May 2, 2000 from the Grantor for the benefit of Bay.Net Bank, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 14446, folio 518. The undersigned BENEFICIARY and TRUSTEES join in the foregoing Confirmatory Fifth Amended Declaration of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc., to which this Consent and Agreement is attached and made a part of, for the express purpose of subordinating all of their respective right, title and interest under said Indemnity Deed of Trust and Indemnity Financing Statement in and to the real property described on Exhibit A to the operation and effect of the Declaration.

Nothing in the provisions of this Consent and Agreement shall be deemed in any way to create between the parties named in the Declaration as "Declarant" nor create any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

{Signatures follow.}

WITNESS/ATTEST:

BENEFICIARY:

Bay.Net Bank

Diane A. Hesseman

By: Michael P. Gavin (SEAL)
Name: Michael P. Gavin
Title: President

TRUSTEES

Diane A. Hesseman

Michael P. Gavin (SEAL)
Michael P. Gavin, Trustee

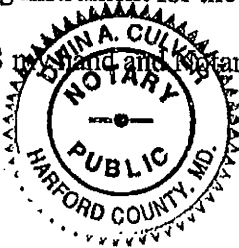
Diane A. Hesseman

Sandra G. Keggin (SEAL)
Sandra G. Keggin, Trustee

STATE OF MARYLAND, CITY/COUNTY OF Harford TO WIT:

I HEREBY CERTIFY that on this 3rd day of April, 2002, before me, the undersigned notary public in and for the above listed County and State, personally appeared Michael P. Gavin, who acknowledged himself/herself to be the President of Bay.Net Bank, and that, duly authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

AS WITNESS in and to the Notarial seal.



Dawn A. Culver
Notary Public

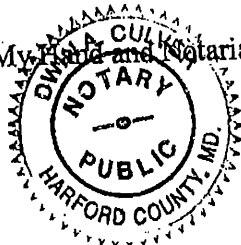
My Commission Expires: 4-1-2004

{Notary Acknowledgments Continue on Page 3}

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

I HEREBY CERTIFY, that on this 3rd day of April, 2002, before me, the subscriber, a Notary Public, personally appeared MICHAEL P. GAVIN, Trustee and he acknowledged the foregoing instrument to be his act as said Trustee and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.



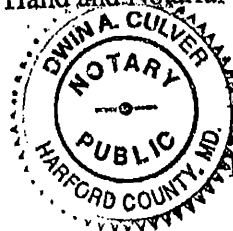
Dwain A. Culver
Notary Public

My Commission Expires: 4.1.2004

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

I HEREBY CERTIFY, that on this 3rd day of April, 2002, before me, the subscriber, a Notary Public, personally appeared SANDRA G. KEGGINS, Trustee and she acknowledged the foregoing instrument to be her act as said Trustee and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.



Dwain A. Culver
Notary Public

My Commission Expires: 4.1.2004

State of Maryland Land Instrument Intake Sheet
Baltimore City County BALTIMORE

Information provided is for the use of the Clerk of the Circuit Court, State Department of Assessments and Taxation, and County Finance Office only.

FD SURE \$ 5.00
RECORDING FEE 75.00
TOTAL 80.00
Recpt # 2788
Blk # 1440
03:18 PM

Form section for Type(s) of Instruments, Conveyance Type, Tax Exemptions, and Consideration and Tax Calculations.

Table section for Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, and Other.

Table section for Fees including Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, and County Transfer Tax.

Description of Property section including SDAT requirements, District, Parcel No., and Location/Address of Property.

Transferred From section with handwritten entry: BEACHWOOD I LIMITED PARTNERSHIP (DECLARANT)

Transferred To section with handwritten entry: BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

Other Names to Be Indexed section for Doc 1 and Doc 2.

Contact/Mail Information section including Name, Firm, Address, and Phone.

Assessment Information section with Yes/No options for property survey and personal property.

Assessment Use Only section with various checkboxes and fields for property details.

Handwritten signatures and notes on the left side of the form.

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldrod - Preparer, AOC-CG-300 (6/95)

(6)

0015742 232

RW 95-384 & 96-361 (SUBDIVISION PLAT)
J.O. 4-1-8041 & 4-1-8216
Item 1 (FB)
Election Dist.: 15th 7

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 17th day of July, 2000, by BEACHWOOD ESTATES, L.L.C., a Maryland limited liability company (the "Declarant"); and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the "County").

WHEREAS, the Declarant is the owner in fee simple of all that property situate and lying in the 15th Election District of Baltimore County, Maryland, and more particularly described in the Deed dated July 24, 1995 recorded among the Land Records of Baltimore County in Liber S.M. No. 11156, folio 369 et seq. and that certain Confirmatory Deed dated July 24, 1995 recorded among the Land Records of Baltimore County in Liber S.M. No. 11564, folio 534 et seq., which was granted and conveyed by Beachwood I Limited Partnership to Beachwood Estates L.L.C. (the "Property"). Said Property is shown on the Subdivision Plats entitled, "FIRST AMENDED, BEACHWOOD ESTATES, Phase One- Section One", which plat is recorded among the Land Records of Baltimore County in Liber S.M. No. 68, folio 98 ("First Plat"); and "Plat 2 of 4, BEACHWOOD ESTATES, Phase One - Section Two" recorded among the Plat Records of Baltimore County in Plat Book S.M. 69, folio 23 ("Second Plat") (the First Plat and Second Plat are collectively referred to as, the "Plat").

WHEREAS, in order to protect the environmental quality of the area of the Property, as designated on the Plat as "Forest Buffer Easement" (the "Forest Buffer"), the Declarant desires to protect said Forest Buffer by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW, THEREFORE, in consideration of the benefits derived by the Declarant and their respective successors in interest, the said Declarant for themselves, their respective successors and assigns, do hereby agree as follows:

- 1. a. Existing vegetation within the Forest Buffer shall not be disturbed, except as provided pursuant to Baltimore County Code, 1988, as amended (hereafter referred to as "the Code"), Section 14-342;
- b. Soil disturbance shall not take place within the Forest Buffer by grading, stripping of topsoil, plowing, cultivating, or other practices;
- c. Filling or dumping shall not occur within the Forest Buffer;
- d. Except as permitted by the Baltimore County Department of Environmental Protection and Resource Management ("DEPRM"), the Forest Buffer shall not be drained by ditching, underdrains, or other drainage systems;

Order 73F628ZNO
Address: 3000 ...
Order Date: 09-24-2024
Document not for resale

- e. Pesticides shall not be stored, used, or applied within the Forest Buffer(s), except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;
- f. Animals shall not be housed, grazed, or otherwise maintained within the Forest Buffer;
- g. Motorized vehicles shall not be stored or operated within the Forest Buffer, except for maintenance and emergency use approved by DEPRM;
- h. Materials shall not be stored within the Forest Buffer.

2. Waiver by DEPRM. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by the Baltimore County Department of Environmental Protection and Resource Management as provided in Section 14-334 of the Code.

3. Easement for Access. Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Buffer on, over and across Morse Lane on the First Plat and on, over and across Todd Point Lane through the Critical Area Easement shown on the Second Plat for the limited purposes of inspecting and maintaining the Forest Buffer and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, wetlands, and flood plains, and for no other use or purpose.

4. Miscellaneous.

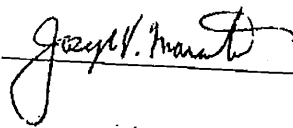
a. Enforcement shall be pursuant to the Enforcement Procedures of Section 14-345 of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

b. Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

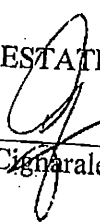
c. These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, their respective successors and assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above-written.

ATTEST/WITNESS:



DECLARANT:
BEACHWOOD ESTATES, L.L.C.


By: Armando J. Cigarale, General Manager

(SEAL)

JOINDER BY TRUSTEES

See Deed of Trust, Security Agreement and Assignment of Rents, Leases and Contracts dated July 26, 1995 and Confirmatory Deed of Trust, Security Agreement and Assignment of Rents, Leases and Contracts made as of July 26, 1995, from the Declarant for the benefit of Key Federal Savings Bank and recorded among the Land Records of Baltimore County, Maryland, in Liber 11156, folio 375 et seq. and Liber 11845, folio 429 et seq., respectively. The undersigned Bernard Dackman and Gordon B. Heyman, Trustees join herein to assent to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and assent to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Baltimore County under this Declaration of Covenants, Conditions and Restrictions.

WITNESS:

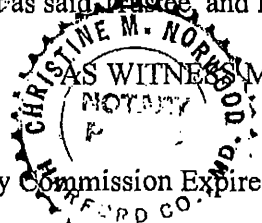
CM Norwood
CM Norwood

TRUSTEES:

Bernard Dackman (SEAL)
Bernard Dackman
Gordon B. Heyman (SEAL)
Gordon B. Heyman

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 20th day of July, in the year 2001, before me, the subscriber, a Notary Public, personally appeared Bernard Dackman, Trustee and he acknowledge the foregoing Declaration of Covenants, Conditions and Restrictions to be his act as said Trustee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

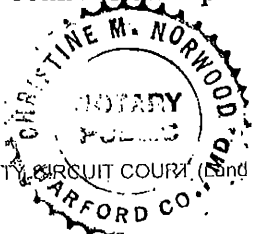


AS WITNESS My Hand and Notarial Seal. Christine M Norwood
Notary Public
My Commission Expires: 11-1-02

STATE OF MARYLAND, ~~CITY~~/COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 20th day of July, in the year 2001, before me, the subscriber, a Notary Public, personally appeared Gordon B. Heyman, Trustee and he acknowledge the foregoing Declaration of Covenants, Conditions and Restrictions to be his act as said Trustee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal. Christine M Norwood
Notary Public
My Commission Expires: 11-1-02



0015742 2351

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

I HEREBY CERTIFY that on this 17th day of JULY, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Armando J. Cignarale, known to me (or satisfactorily proved) to be the General Manager of Declarant of the within Declaration of Covenants, Conditions, and Restrictions and acknowledged that, being authorized to do so, executed the same on behalf for the purposes therein contained.

AS WITNESS my hand and notarial seal.

Joseph V. Munt
Notary Public

My Commission Expires: 4-01-04

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by the Duly Authorized Administrative Official and/or Chairman of the County Council, as indicated)

ER George A. Soto 10-19-01
OFFICE OF THE COUNTY ATTORNEY 1459
(*Approved of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of the Substantive Nature of This Transaction. Approval is Based Upon Typeset Document-All Modifications Require Re-Approval.)

APPROVED and ACCEPTED this
day of _____, 2001

ATTEST:

Donna Morrison

BALTIMORE COUNTY, MARYLAND

By: John M. ...
County Administrative Officer

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

Rachel M. Hess
Rachel M. Hess, Esquire

0015742 236

State of Maryland Land Instrument Intake Sheet

Baltimore City 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.

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

1 Type(s) of Instruments: Deed, Mortgage, Other Declaratory, etc.
2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, etc.
3 Tax Exemptions (if Applicable): Recordation, State Transfer, County Transfer

4 Consideration and Tax Calculations: Table with columns for Purchase Price/Consideration, Transfer Tax Consideration, etc.

5 Fees: Table with columns for Amount of Fees, Recording Charge, State Recordation Tax, etc.

6 Description of Property: District, Property Tax ID No., Grantor Liber/Folio, Map, Parcel No., etc.

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, Firm, Address, Phone, etc.

11 Assessment Information: Will the property being conveyed be the grantee's principal property? Was property surveyed?

Assessment Use Only - Do Not Write Below This Line: Terminal Verification, Agricultural Verification, etc.

REMARKS: COUNTY TRANSFER TAX, BALTIMORE COUNTY, MARYLAND, DATE: 11/8/01

BALTIMORE COUNTY CIRCUIT COURT 03/07/2005

DISTRICT CLERK'S OFFICE, BALTIMORE COUNTY, MARYLAND

DATE: 11/8/01, T.P. ART 12-10B

7264 524

RW02-158 SUBDIVISION PLAT
J.O. 4-1-8728
Item / (FC)
Election Dist.: 15, C7

**FOREST CONSERVATION
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 13TH day of NOVEMBER, 2002, by GREENCOVE LLC, a Maryland limited liability company, BLUECOVE LLC, a Maryland limited liability company, and BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., a Maryland corporation ("Declarants"), and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the "County").

WHEREAS, Declarants Greencove LLC and Bluecove LLC are the developers of that portion of a residential subdivision, which is commonly known as "Beachwood Estates", as shown on a subdivision plat entitled "Resubdivision of Lots A and B, Beachwood Estates, Phase 2, Section 3", which is recorded among the Plat Records of Baltimore County in Liber S.M. 71, folio 98 (the "Plat"); and

WHEREAS, by Deed dated May 22, 1998 from Greencove LLC unto Beachwood Estates Homeowners Association, Inc. and recorded among the Land Records of Baltimore County in Liber S.M. 16461, folio 670, Greencove LLC conveyed unto Beachwood Estates Homeowners Association, Inc. those areas shown, depicted and designated on the Plat as "H.O.A. Area"; and

WHEREAS, the Declarants are the developers and owners in fee simple of all that property, as situate and lying in the Fifteenth (15th) Election District of Baltimore County, Maryland, and more particularly described in a (i) Deed dated May 20, 1998, and recorded among the Land Records of Baltimore County in Liber S.M. 12943, folio 714 from Beachwood I Limited Partnership unto Greencove LLC, (ii) Deed dated May 20, 1998 and recorded among the Land Records of Baltimore County in Liber S.M. 12943, folio 717 from Beachwood I Limited Partnership unto Bluecove LLC, and (iii) Deed dated May 22, 2002, and recorded among the Land Records of Baltimore County in Liber S.M. 16461, folio 670; and

WHEREAS, Code of Maryland Regulations, 1992, as amended (hereafter referred to as "COMAR"), Section 08.19.05.02 requires the establishment of long-term protective measures for all land retained as forest, afforested, or reforested areas defined in Natural Resources Article Section 5-1601; and

WHEREAS, the Baltimore County Department of Environmental Protection and Resource Management ("DEPRM") has primary responsibility for developing and implementing a local forest conservation program within Baltimore County pursuant to Natural Resources Article Section 5-1603; and

WHEREAS, in order to protect the environmental quality of that area of the Property, said area containing 2.0467 acres (89,154.2520 sq. ft.), more or less, as designated on the Plat as "H.O.A. Area and Forest Conservation Easement" (the "Forest Conservation Easement"), the Declarants

desire to protect said Forest Conservation Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW THEREFORE, in consideration of the benefits derived by the Declarants and their respective successors in interest, the said Declarants, for themselves, their respective successors and assigns, do hereby agree as follows:

1. Except as provided for in an approved Forest Conservation Plan pursuant to Section 14-409 of the Baltimore County Code, 1988, as amended (hereafter referred to as the "Code"):

- (a) Existing vegetation within the Forest Conservation Easement shall not be disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying and grazing;
- (b) Soil disturbance shall not take place within the Forest Conservation Easement by grading, stripping of topsoil, plowing, cultivating or other practices;
- (c) Filling or dumping shall not occur within the Forest Conservation Easement;
- (d) Animals shall not be housed, grazed or otherwise maintained within the Forest Conservation Easement;
- (e) Pesticides shall not be stored, used or applied within the Forest Conservation Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;
- (f) Motorized vehicles shall not be stored or operated within the Forest Conservation Easement, except for planting, maintenance and emergency use approved by DEPRM;
- (g) Materials shall not be stored within the Forest Conservation Easement;
- (h) Logging and timber harvesting operations shall not occur within the Forest Conservation Easement except in accordance with a Forest Management Plat that has been approved by DEPRM as part of the Forest Conservation Plan.

2. Waiver by DEPRM. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by DEPRM as provided in Section 14-415 of the Code or by written permission of DEPRM.

3. Easement for Access. The Declarant hereby grants to Baltimore County, Maryland, an easement of access to the Forest Conservation Easement on, over and across Morse Lane for the limited purposes of inspecting and maintaining the Forest Conservation Easement and to ensure compliance with the Forest Conservation Plan and the provisions of Section 14-401 through Section 14-422 of the Code, and for no other use or purpose.

4. Miscellaneous.

(a) Enforcement shall be pursuant to the Enforcement Procedures of Section 14-418 of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(b) Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

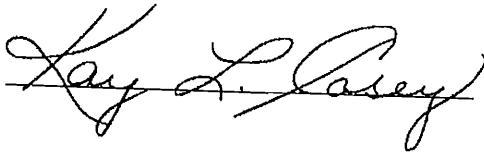
(c) These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarants, their respective successors and assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

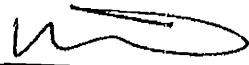
IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.

ATTEST:

GREENCOVE LLC

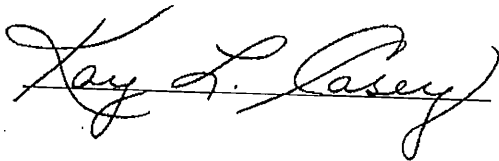
By: STEPHEN HOMES AT BEACHWOOD ESTATES, L.L.C., Member

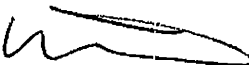


By:  (SEAL)
Donald R. Stephen, Managing Member

BLUECOVE LLC

By: STEPHEN HOMES AT BEACHWOOD ESTATES, L.L.C., Member



By:  (SEAL)
Donald R. Stephen, Managing Member

7264 5271

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

Donald R. Stephen

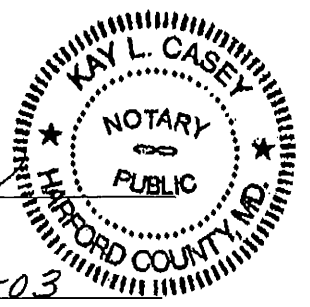
By: Denise M. Georgyeff (SEAL)
Name: Denise M. Georgyeff
Title: President.

STATE OF MARYLAND, CITY/COUNTY of Harford, to wit:

I HEREBY CERTIFY, that on this 13th day of November, in the year 2002, before me, the subscriber, a Notary Public, personally appeared DONALD R. STEPHEN, Managing Member, STEPHEN HOMES AT BEACHWOOD ESTATES, L.L.C., Member of GREENCOVE LLC, and he acknowledged the foregoing Declaration to be the Declarant's act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Kay L. Casey
Notary Public



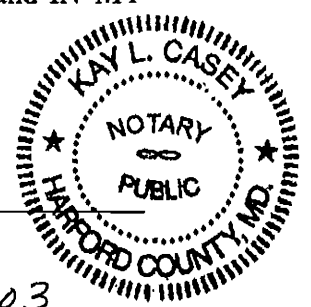
My Commission Expires: 06-28-03

STATE OF MARYLAND, CITY/COUNTY of Harford, to wit:

I HEREBY CERTIFY, that on this 13th day of November, in the year 2002, before me, the subscriber, a Notary Public, personally appeared DONALD R. STEPHEN, Managing Member, STEPHEN HOMES AT BEACHWOOD ESTATES, L.L.C., Member of BLUECOVE LLC, and he acknowledged the foregoing Declaration to be the Declarant's act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

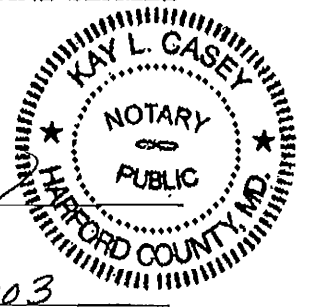
STATE OF MARYLAND, CITY/COUNTY of Harford, to wit:

07264 5281

I HEREBY CERTIFY, that on this 13th day of November, in the year 2002, before me, the subscriber, a Notary Public, personally appeared DENISE M. GEORGIETT, the PRESIDENT of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., and (s)he acknowledged the foregoing Declaration to be the Declarant's, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

ATTORNEY'S CERTIFICATION

THIS IS TO CERTIFY that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]
Robert D. Porter

APPROVED:

~~Department of Environmental Protection
and Resource Management~~

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to execution by the Duly Authorized
Administrative Official and/or Chairman of the
County Council, as indicated)

Maria A. Themelis - Barkers 12/03/02
Office of the County Attorney 1004 *Indepa verified +
printed through
11-14-02*
(*Approval of legal form and sufficiency does
not convey approval or disapproval of the substantive
nature of this transaction. Approval is based upon
typeset document. All modifications require
re-approval.)

APPROVED AND ACCEPTED this 10th day
of December, 2002

ATTEST:

Donna Morrison

Baltimore County, Maryland

John M. Wasilisin 12/10/02
Name: John M. Wasilisin
Title: County Administrative Officer

RDP.GEN2139.02.doc

Order: 246-2024-0000
6-
Address: 9500 Sea Pines Rd
Order Date: 09-24-2024
Document not for resale
1-800-876-5000

7264 5301

BAY.NET BANK

JOINDER BY TRUSTEES

See: (i) Indemnity Deed of Trust dated May 2, 2000 from Bluecove LLC for the benefit of Bay.Net Bank, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 14446, folio 493, (ii) Indemnity Financing Statement dated May 2, 2000 from Bluecove LLC and Greencove LLC for the benefit of Bay.Net Bank, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 14446, folio 522, (iii) Collateral Assignment of Contracts of Sale from Stephen Homes at Beachwood Estates, L.L.C., Bluecove LLC and Greencove LLC dated May 2, 2000 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 14446, folio 536, and (iv) Conditional Transfer and Assignment of Declarant's Rights from Beachwood I Limited Partnership dated May 2, 2000 and recorded among the Land Records of Baltimore County, Maryland in Liber 14446, folio 545 (collectively, the "Security Instruments"). The undersigned MICHAEL P. GAVIN, Trustee, and RONALD BALLARD, Successor Trustee, join herein to assent to the terms and provisions of the foregoing instrument and assent to waive and subordinate the lien of said Security Instruments to the legal operation and effect of the interest being acquired by Baltimore County hereunder.

Helen Samosyn

TRUSTEES

Michael P. Gavin

Michael P. Gavin, Trustee

(SEAL)

Helen Samosyn

Ronald Ballard

Ronald Ballard, Successor Trustee

(SEAL)

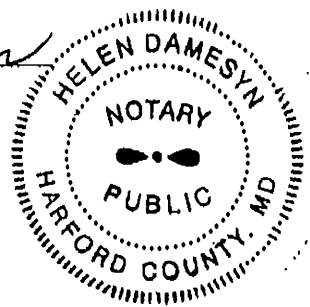
17264530

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

I HEREBY CERTIFY, that on this 29th day of October, 2002, before me, the subscriber, a Notary Public, personally appeared MICHAEL P. GAVIN, Trustee and he acknowledged the foregoing instrument to be his act as said Trustee and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Helen Damesyn
Notary Public



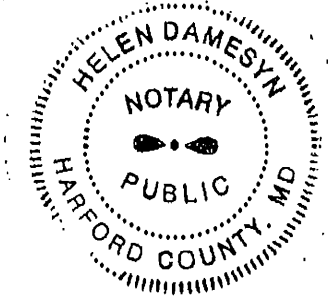
My Commission Expires: 12-01-04

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

I HEREBY CERTIFY, that on this 29th day of October, 2002, before me, the subscriber, a Notary Public, personally appeared RONALD BALLARD, Successor Trustee and he acknowledged the foregoing instrument to be his act as said Successor Trustee and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Helen Damesyn
Notary Public



My Commission Expires: 12-01-04

G:\files\rdp.gen\2141.02.doc

RW
D.O.
JHM
ED 15, 07

(FLC)

0007264 0021

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 Circuit Clerk Recording Validation

SM BA04
Dec 20, 2002 12:03 PM

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form Is Attached.			
		Deed	Mortgage	<input checked="" type="checkbox"/> Other <u>Forest Conservation Deed</u>	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	<u>To government</u>		
		State Transfer	<u>To government</u>		
4		Consideration Amount		Finance Office Use Only	
5	Fees	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	\$
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		Transferred To	
8		Other Names to Be Indexed		Contact/Mail Information	
9		Assessment Information		IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	
10		Assessment Use Only - Do Not Write Below This Line		REMARKS:	

GAS

GAS

Space Reserved for County Auditor

1117264 533

RW02-158 (SUBDIVISION PLAT)
J.O. 4-1-8728 ICE (10)
Item
Election Dist.: 15th, C 7

CHESAPEAKE BAY CRITICAL AREA
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 13TH day of NOVEMBER, 2002, by GREENCOVE LLC, a Maryland limited liability company, BLUECOVE LLC, a Maryland limited liability company, and BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., a Maryland corporation ("Declarants"), and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (the "County").

WHEREAS, Declarants Greencove LLC and Bluecove LLC are the developers of that portion of a residential subdivision, which is commonly known as "Beachwood Estates", as shown on a subdivision plat entitled "Resubdivision of Lots A and B, Beachwood Estates, Phase 2, Section 3", which is recorded among the Plat Records of Baltimore County in Liber S.M. 71, folio 98 (the "Plat"); and

WHEREAS, by Deed dated May 22, 1998 from Greencove LLC unto Beachwood Estates Homeowners Association, Inc. and recorded among the Land Records of Baltimore County in Liber S.M. 16461, folio 670, Greencove LLC conveyed unto Beachwood Estates Homeowners Association, Inc. those areas shown, depicted and designated on the Plat as "H.O.A. Area"; and

WHEREAS, the Declarants are the developers and owners in fee simple of all that property, as situate and lying in the Fifteenth (15th) Election District of Baltimore County, Maryland, and more particularly described in a (i) Deed dated May 20, 1998, and recorded among the Land Records of Baltimore County in Liber S.M. 12943, folio 714 from Beachwood I Limited Partnership unto Greencove LLC, (ii) Deed dated May 20, 1998 and recorded among the Land Records of Baltimore County in Liber S.M. 12943, folio 717 from Beachwood I Limited Partnership unto Bluecove LLC, and (iii) Deed dated May 22, 2002, and recorded among the Land Records of Baltimore County in Liber S.M. 16461, folio 670; and

WHEREAS, Title 27 of the Code of Maryland Regulations, 1992, as amended (hereafter referred to as "COMAR"), Section 27.01.02 requires the establishment of restrictive covenants to protect wildlife corridors, forests, developed woodlands, and afforested areas; and

WHEREAS, COMAR Section 27.01.09 requires the establishment of protective measures for Habitat Protection Areas described therein; and

WHEREAS, the Baltimore County Department of Environmental Protection and Resource Management ("DEPRM") has primary responsibility for developing and implementing a local Chesapeake Bay Critical Area program within Baltimore County pursuant to Natural Resources Article Section 8-1808; and

WHEREAS, in order to protect the environmental quality of the area of the Property, said area containing 0.2553 acres (11,120.8680 sq. ft.), more or less, as designated on the Plat as "H.O.A.

Area and Critical Area Easement" (the "Critical Area Easement"), the Declarants desire to protect said Critical Area Easement by imposing covenants, conditions and restrictions which will bind the lots and the present and future owners thereof. The County shall have the legal right to enforce the covenants, conditions and restrictions as set forth herein together with the enforcement rights referenced in Section 4.

NOW THEREFORE, in consideration of the benefits derived by the Declarants and their respective successors in interest, the said Declarants, for themselves, their respective successors and assigns, do hereby agree as follows:

1. a. Existing vegetation within the Critical Area Easement shall not be disturbed. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying and grazing;
- b. Soil disturbance shall not take place within the Critical Area Easement by grading, stripping of topsoil, plowing, cultivating or other practices;
- c. Filling or dumping shall not occur within the Critical Area Easement;
- d. Diking, ditching or draining shall not occur within the Critical Area Easement;
- e. Structural shore erosion protection measures shall not be constructed or installed in the Critical Area Easement except as provided pursuant to COMAR 27.01.04 and only as permitted by DEPRM;
- f. New impervious surfaces shall not be placed within the Critical Area Easement;
- g. Structures of any size shall not be placed within the Critical Area Easement;
- h. Pesticides shall not be stored, used or applied within the Critical Area Easement, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service;
- i. Animals shall not be housed, grazed or otherwise maintained within the Critical Area Easement;
- j. Motorized vehicles shall not be stored or operated within the Critical Area Easement, except for planting, maintenance and emergency use approved by DEPRM;
- k. Materials shall not be stored within the Critical Area Easement;

2. Waiver by DEPRM. The aforementioned covenants, conditions and restrictions may be waived or modified by variance only by special variance by DEPRM as provided in "Baltimore County Code 1988" (the "Code") Section 26-445 of the Code; or by variation of standards by the Baltimore County Planning Board as provided in Section 26-208 of the Code, or by written permission by DEPRM.

3. Easement for Access. The Declarants hereby grant to Baltimore County, Maryland, an easement of access to the Critical Area Easement on, over and across Morse Lane for the limited purposes of inspecting and maintaining the Critical Area Easement and providing for the abatement and correction of water pollution, erosion, and sedimentation of stream channels, shorelines, tidal waters, tidal and non-tidal wetlands and floodplains, and for no other use or purpose.

4. Miscellaneous.

(a) Enforcement shall be pursuant to the Enforcement Procedures of Section 26-456 and Section 14-192 of the Code. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(b) Any failure by any party entitled to enforce any of the covenants, conditions and restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior to, or subsequent thereto.

(c) These covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarants, their respective successors and assigns. These covenants and the rights and liabilities arising hereunder are governed by and shall be determined in accordance with the laws of the State of Maryland.

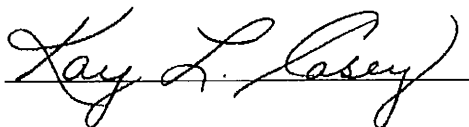
IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.

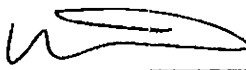
ATTEST/WITNESS:

DECLARANTS:

GREENCOVE LLC

By: STEPHEN HOMES AT BEACHWOOD ESTATES, L.L.C., Member

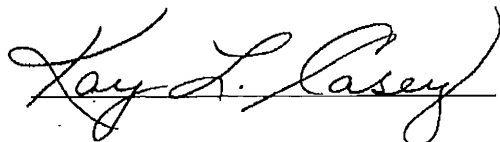


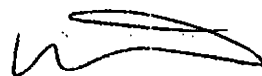
By:  (SEAL)
Donald R. Stephen, Managing Member

ATTEST/WITNESS:

BLUECOVE LLC

By: STEPHEN HOMES AT BEACHWOOD ESTATES, L.L.C., Member



By:  (SEAL)
Donald R. Stephen, Managing Member

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

Gene D. Fellin

By: *Denise M. Georgieff* (SEAL)
Name: Denise M. Georgieff
Title: President.

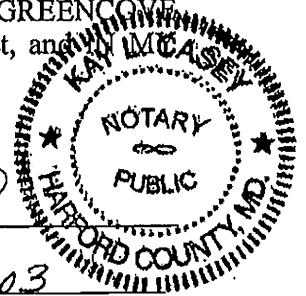
STATE OF MARYLAND, CITY/COUNTY of Harford, to wit:

I HEREBY CERTIFY, that on this 13th day of November, in the year 2002, before me, the subscriber, a Notary Public, personally appeared DONALD R. STEPHEN, Managing Member, STEPHEN HOMES AT BEACHWOOD ESTATES, L.L.C., Member of GREENCOVE LLC, and he acknowledged the foregoing Declaration to be the Declarant's act, and PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Kay L. Casey
Notary Public

My Commission Expires: 06-28-03



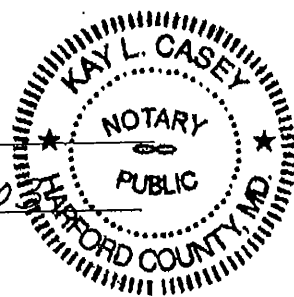
STATE OF MARYLAND, CITY/COUNTY of Harford, to wit:

I HEREBY CERTIFY, that on this 13th day of November, in the year 2002, before me, the subscriber, a Notary Public, personally appeared DONALD R. STEPHEN, Managing Member, STEPHEN HOMES AT BEACHWOOD ESTATES, L.L.C., Member of BLUECOVE LLC, and he acknowledged the foregoing Declaration to be the Declarant's act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Kay L. Casey
Notary Public

My Commission Expires: 06-28-03



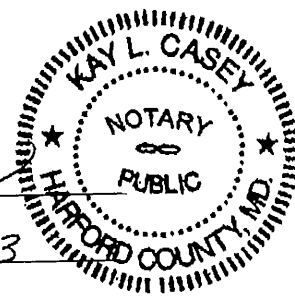
STATE OF MARYLAND, CITY/COUNTY of Harford, to wit:

I HEREBY CERTIFY, that on this 13th day of November, in the year 2002, before me, the subscriber, a Notary Public, personally appeared DEWISE M. GEORGIEFF, the PRESIDENT of BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., and (s)he acknowledged the foregoing Declaration to be the Declarant's act, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Kay L. Casey
Notary Public

My Commission Expires: 06-28-03



ATTORNEY'S CERTIFICATION

THIS IS TO CERTIFY that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]

Robert D. Porter

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to execution by the Duly Authorized
Administrative Official and/or Chairman of the

County Council, as indicated)

Maria A. Theodis-Barberis 11/3/02

OFFICE OF THE COUNTY ATTORNEY 1002
(*Approval of legal form and sufficiency does not convey approval or disapproval of the substantive nature of this transaction. Approval is based upon typeset document. All modifications require re-approval.)

Indices verified & printed through 11-14-02

APPROVED AND ACCEPTED this 10th day of December, 2002

ATTEST:

Donna Morrison

Baltimore County, Maryland

John M. Wasilisin 12/10/02

Name: John M. Wasilisin
Title: County Administrative Officer

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000726415391

BAY.NET BANK

JOINDER BY TRUSTEES

See: (i) Indemnity Deed of Trust dated May 2, 2000 from Bluecove LLC for the benefit of Bay.Net Bank, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 14446, folio 493, (ii) Indemnity Financing Statement dated May 2, 2000 from Bluecove LLC and Greencove LLC for the benefit of Bay.Net Bank, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 14446, folio 522, (iii) Collateral Assignment of Contracts of Sale from Stephen Homes at Beachwood Estates, L.L.C., Bluecove LLC and Greencove LLC dated May 2, 2000 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 14446, folio 536, and (iv) Conditional Transfer and Assignment of Declarant's Rights from Beachwood I Limited Partnership dated May 2, 2000 and recorded among the Land Records of Baltimore County, Maryland in Liber 14446, folio 545 (collectively, the "Security Instruments"). The undersigned MICHAEL P. GAVIN, Trustee, and RONALD BALLARD, Successor Trustee, join herein to assent to the terms and provisions of the foregoing instrument and assent to waive and subordinate the lien of said Security Instruments to the legal operation and effect of the interest being acquired by Baltimore County hereunder.

TRUSTEES

Helen Jameson

Michael P. Gavin

(SEAL)

Michael P. Gavin, Trustee

Helen Jameson

Ronald E. Ballard

(SEAL)

Ronald Ballard, Successor Trustee

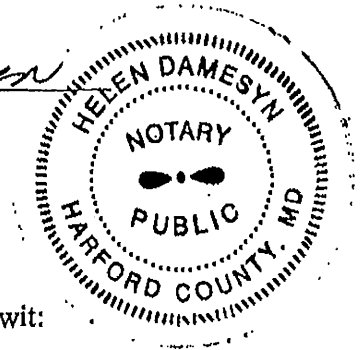
0007264 5401

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

I HEREBY CERTIFY, that on this 29th day of October, 2002, before me, the subscriber, a Notary Public, personally appeared MICHAEL P. GAVIN, Trustee and he acknowledged the foregoing instrument to be his act as said Trustee and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Helen Damesyn
Notary Public



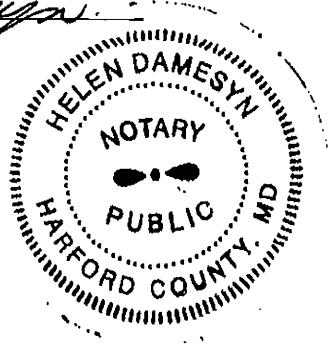
My Commission Expires: 12-01-04

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

I HEREBY CERTIFY, that on this 27th day of October, 2002, before me, the subscriber, a Notary Public, personally appeared RONALD BALLARD, Successor Trustee and he acknowledged the foregoing instrument to be his act as said Successor Trustee and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS My Hand and Notarial Seal.

Helen Damesyn
Notary Public



My Commission Expires: 12-01-04

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0025189 0401

RIGHT OF WAY AGREEMENT

R/W 19011

JOB 1331065

THIS AGREEMENT WAS MADE WITHOUT MONETARY CONSIDERATION.

TAX STAMPS

RECORDATION FEE

I HEREBY CERTIFY that this instrument has been prepared by the Baltimore Gas and Electric Company.

BALTIMORE GAS AND ELECTRIC COMPANY

By: Tim Schwid

R/W Specialist

LAND RECORD WIDIES AVAILABLE THRU January 23, 2007

ATTENTION LAND RECORDATION OFFICE:

**Please Return Document To: BALTIMORE GAS AND ELECTRIC CO.
RM. 302, R/W ARCHIVES
1068 N. FRONT ST.
BALTIMORE, MD 21202-4129**

For Contact By Phone Call: 410-291-3338

0025189 0411

*(SS 8/23/05)

R/W 19011
JOB 1331065

RIGHT OF WAY AGREEMENT

112

The undersigned, herein called the "Grantor," hereby grant(s) to BALTIMORE GAS AND ELECTRIC COMPANY, its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric, gas and communication lines, including, but not limited to, poles, crossarms, wires, anchors, guys, conduits, cables, street lights, transformers, switchgear, vaults, manholes, mains, pipes, valves, meters, above ground transformers, switchgear, pads, appurtenant equipment and enclosures upon, over, under and across the land of the Grantor situated on the north side of Todd Point Lane, east of Morse Lane in the Fifteenth District of Baltimore County and acquired from Beachwood Estates LLC

R/W 19011

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

SEPTEMBER 15, 2005

by deed(s) dated **FEBRUARY 14, 2001** and recorded among the
Land Records of Baltimore County in Liber ~~15410~~ . No. 15410, folio 740.

Together with the right of access at all times to the above-mentioned facilities, the right to extend lines along and adjacent to roads, alleys, and lot lines to adjacent properties, the right to trim, top, cut down and remove trees and/or shrubs adjacent to said facilities to provide proper operating clearance, and the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or extending said facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition. Wires may be strung between any poles and from the nearest pole to any buildings, and gas, electric and communication lines may be extended by the most direct practical route from the main lines to any buildings on the above mentioned property. No buildings or structures are to be erected under or over the lines, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be placed so close to any pad-mounted transformer or switchgear that they would, in the sole judgment of the Company, hinder or obstruct operation or maintenance of said equipment.

The lines are or are to be located on the above-mentioned property, in, along, across and adjacent to streets, roads, driveways and boundary lines. The lines are to be located within a 26 foot wide strip of land which runs contiguous with the Todd Point Lane as now or hereafter located.

WITNESS our hand(s) and seal(s) this 15 day of September, 2005.

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION INC.

WITNESS:
Tiffany Czech
TIFFANY CZECH

Alan Snyder (Seal)
ALAN SNYDER President

_____(Seal)

STATE OF MARYLAND
Harford County

TO WIT:

SEP 15 2005

I, _____ HEREBY
before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford Co.
aforesaid, personally appeared Alan Snyder,
Association, Inc., and acknowledged the foregoing agreement to be its act and deed, and said act and deed was made
without monetary consideration.

CERTIFY, that on this 15 day of Sept, 2005.

President of the Beachwood Estates Homeowners

WITNESS my hand and Notarial Seal

Marc Boyd
Marc Boyd Notary Public

0025189 042

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
FD SURE \$ 20.00
RECORDING FEE 20.00
TDPN 40.00
BAG: RCP: \$ 24476
BC: BIK # 1263
08: 2007 02:15 PM

Type(s) of Instruments: Deed, Mortgage, Lease, etc.
Conveyance Type Check Box: Improved Sale, Unimproved Sale, etc.
Tax Exemptions (if Applicable):
Cite or Explain Authority:

Table with columns for Consideration and Tax Calculations. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value.

Table with columns for Fees. Rows include Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other.

Description of Property: 15TH
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: BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

Transferred To: BALTIMORE GAS & ELECTRIC CO.

Other Names to Be Indexed:

Contact/Mail Information: Name: RICHARD M. GALE, Firm: BALTIMORE GAS & ELECTRIC CO., Address: 1068 N. FRONT ST., RM. 302, BALTIMORE, MD 21202, Phone: (410) 291-3338

Assessment Information: Will the property being conveyed be the grantee's principal residence? Does transfer include personal property? Was property surveyed?

REMARKS: [Handwritten notes and stamps]

BALTIMORE COUNTY CIRCUIT CLERK'S OFFICE 02/26/2007

Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (8/95)
Date: 02-27-07
T.P. ART 12-108

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

BEACHWOOD ESTATES
PHASE 2, SECTION 2

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

THIS DECLARATION AND AGREEMENT, made this 10th day of August, 2001, by and between **MID-ATLANTIC UTILITIES, LLC.**, a Maryland limited liability company with a business address of 10176 Baltimore National Pike, Suite 210, Ellicott City, Maryland 21042 ("the Utility Company"), and **BEACHWOOD I LIMITED PARTNERSHIP**, with a business address of 2401 York Road, Timonium, Maryland 21093 (collectively "Developer").

WHEREAS, Developer by virtue of a deed dated January 25, 1993 and recorded among the Land Records of Baltimore County in Liber 9624, Folio 349 and is the owner, in fee simple, of thirty-six (36) single family building lots more particularly described below (the "Lots") in the "Resubdivision of Lots A and B, Beachwood Estates, Phase 2, Section 2" Subdivision (the "Subdivision"), situate in Baltimore County, Maryland; and

WHEREAS, as part of the scheme of development of the Subdivision, the Subdivision and/or the Lots have been or are to be provided with water pipes in the streets; all required transmission lines to appropriate water supply; the physical water connection from the water pipes in the streets to each individual lot line, and all other facilities relating to public water services required under the certain Utility Agreement or Public Works Agreement dated September 19, 2000 (the "Utility Agreement") between the Developer and Baltimore County (the "County") (all of such pipes, appurtenances, connections, facilities and associated components being herein referred to collectively as the "Water Facilities"); and sewer pipes in the streets, and the physical sewer connections from the sewer pipes in the streets to each individual lot line, and all other facilities relating to public sanitary sewer services required pursuant to the Utility Agreement (all of such pipes, connections and facilities being herein referred to collectively as the "Sewer Facilities"); and

WHEREAS, the Utility Company has paid or has committed to pay the Developer Seventy-Five Thousand Six Hundred Dollars (\$75,600.00) to aid in the construction of the Water and Sewer Facilities; and

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

WHEREAS, Developer and the Utility Company being entitled to do so under Section 26-246 of the Baltimore County Code have covenanted and agreed to establish charges and a lien relating thereto upon the Lots whereby the cost of the construction and installation of the Water Facilities and the Sewer Facilities is to be paid by the owner or owners of the Lots, their successors, personal representatives and assigns, in annual installments over a period of thirty-three (33) years. As used herein, the term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding those having such interest merely as security for the performance of an obligation. Owner shall for purposes hereunder be also defined as the party(ies) primarily liable from time to time for the payment of real estate taxes to the County for the Lot. Except for the proration of the first and last years as hereinafter set forth, payments are to be made in equal annual installments (each such annual installment, whether or not prorated, is referred to individually herein as a "Water Facilities Charge" and/or a "Sewer Facilities Charge" and collectively as the "Water Facilities Charges" and/or the "Sewer Facilities Charges"); and

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

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

WHEREAS, in order to make the covenant and agreement to pay the Water Facilities Charges and the Sewer Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their successors, personal representatives and assigns, the parties to this Agreement have agreed to enter into this Declaration and Agreement whereby the Developer will declare that the Lots hereinafter described (whether existing as of the date hereof or subsequently constructed) are subject to the covenants, agreements and charges hereinafter set

forth, all as part of and in furtherance of the general scheme of development of the Lots owned by the Developer in the aforesaid Subdivision.

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

FIRST: The Developer does hereby declare that all of the following Lots are subject to the covenants, agreements, conditions, charges and liens hereinafter set out and said covenants, agreements, conditions, charges and liens shall run with the Lots and shall be binding upon the Developer and, upon the owners of each Lot, and their respective successors and assigns, and upon all the land described as follows:

BEING KNOWN AND DESIGNATED as Lots 424 through 443, inclusive, Lots 445, 458, 459, 485, 487, 488, 491, 492, 497 and Lots 478 through 484, inclusive as shown on the Plat entitled "1st Amended Plat Beachwood Estates, Phase 2, Section 2", which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 72, Folio 130.

SECOND: Each of the Lots shall be subject to this Declaration and Agreement and the annual Water Facilities Charges and Sewer Facilities Charges, representing annual charges for the construction and installation of Water Facilities and Sewer Facilities for the Subdivision, the construction and installation of water and sewer pipes in the streets, and the connection from the water and sewer pipes in the streets of the Subdivision to the individual lot boundary lines, and water and sewer transmission lines as needed, which Water Facilities Charges and Sewer Facilities Charges shall constitute liens or encumbrances on the land or Lots with respect to which said charges are made.

THIRD: By acceptance of title of any of the land or any of the Lots described herein, the owner from the time of acquiring title thereto, whether or not it shall be so expressed in any deed conferring title to such owner, shall be held to have covenanted and agreed to pay to the Utility Company, its successors or assigns, all charges provided for in this Declaration and Agreement, due and unpaid at the time said owner acquires title, and all charges thereafter falling due as long as said owner shall hold title of record, without the right in any event to reimbursement from the Developer or the Utility Company for charges which said owner may pay in advance. The Water Facilities Charges and Sewer Facilities Charges together with interest, late fees and all costs incurred by the Utility Company in the collection of the same, including reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon) and shall be a continuing lien upon the Lot against which each such Water Facilities Charge and/or Sewer Facilities Charges is made, pursuant to the Maryland Contract Lien Act. Each such Water Facilities Charge and/or Sewer Facilities Charge, together with

interest, costs, late fees and attorneys' fees, shall be the personal obligation of the person (or joint and several obligation if more than one owner) who was the owner of a Lot at the time when the charge fell due. A certificate in writing, signed by a representative or agent of the Utility Company, its successors or assigns, will be given on demand to any Lot owner liable for said charges, setting forth the status of such charges with respect to the Lot in question and in reference to which an inquiry is made, and such certificate in favor of any one relying thereon to his damage shall be binding on the Utility Company, its successors and assigns.

FOURTH: The annual Water Facilities Charges and Sewer Facilities Charges described herein shall commence (the "Commencement Date") with respect to each Lot on the day of the initial conveyance of said Lot from the Developer to a grantee, including without limitation, any foreclosure by any party holding a mortgage or deed of trust encumbering a Lot or Lots or any deed or deeds in lieu of foreclosure. Said Water Facilities Charges and Sewer Facilities Charges shall terminate (except as to any unpaid Water Facilities Charges and/or Sewer Facilities Charges, interest, costs, late fees and attorneys' fees accruing) with respect to each Lot, thirty-three (33) years following the Commencement Date, unless sooner paid in full as hereinafter provided. Said Water Facilities Charges shall be paid annually by each Lot Owner to the Utility Company in equal installments of One Hundred Seventy-Five Dollars (\$175.00) per Lot per year and the Sewer Facilities Charges shall be paid annually by each Lot Owner to the Utility Company in equal installments of One Hundred Seventy-Five Dollars (\$175.00) per Lot per year. The aggregate annual installment due for the Water and Sewer Facilities Charges being Three Hundred Fifty Dollars (\$350.00). The annual Water Facilities Charges and the Annual Sewer Facilities Charges shall be due and payable in advance on the first (1st) day of January of every year; provided, however, that the first year's payment shall be due and payable on the Commencement Date and shall be prorated according to the number of days from the Commencement Date to December 31st of the year of the Commencement Date and the 34th year's payment shall be the applicable annual payment less the prorated amount paid for the first year.

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

SIXTH: If any such Water Facilities Charges and/or Sewer Facilities Charges remain unpaid for thirty (30) days after becoming due, there shall be a late charge of one and one-half (1.5%) per month, beginning thirty (30) days after the charges are due. The Utility Company may collect the Water Facilities Charges and Sewer Facilities Charges, the applicable late charges plus all costs incurred by the Utility Company associated with the collection of the Water Facilities Charges and Sewer Facilities

Charges and reasonable attorneys' fees by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. The Utility Company may sue, or file a bill in equity to enforce such charges, and accrued and unpaid late fees or interest, and the costs of collection including reasonable attorneys' fees and expenses, against the owner of record at the time such charges became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property. The lien established hereby in favor of the Utility Company, its successors and assigns and the costs of collection, including reasonable attorneys' fees and expenses, shall be enforceable by the Utility Company, its successors and assigns, under the Maryland Contract Lien Law, Title 14, Subtitle 2, Real Property Article, Annotated Code of Maryland, or any similar law which may subsequently be enacted, or the Utility Company may foreclose the lien against the property by sale pursuant to Title 14 of the Maryland Rules of Procedure.

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

EIGHTH: If an owner of all or a portion of the subdivision, or any of the Lots sells, assigns, transfers or otherwise disposes of such property, the Owner shall (a) provide notice to its successor in sales information and any purchase agreement of the terms and conditions of the assessment set forth herein, in accordance with the requirements of Section 26-247 of the Baltimore County Code; and (b) require that the notification be included in any future sale, transfer, assignment or disposition of the property. In the event any such Owner fails to comply with the conditions set forth in this ITEM EIGHTH, the Owner shall be responsible for payment of the full aggregate amount of the Water Facilities Charges and Sewer Facilities Charges pertaining to the Lot made part of such disposition.

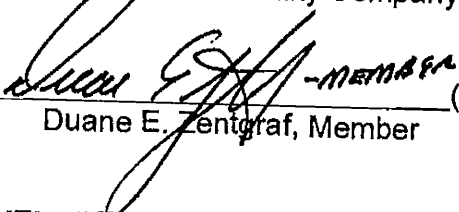
NINTH: The Utility Company shall have the right to assign, transfer, pledge or in any fashion encumber to any party its right to asses and collect any of the charges set forth herein.

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

WITNESS/ATTEST:

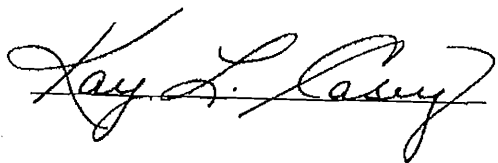
UTILITY COMPANY:
MID-ATLANTIC UTILITIES, LLC,
a Maryland Limited Liability Company

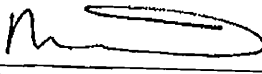


By:  -MEMBER (SEAL)
Duane E. Zentgraf, Member

DEVELOPER:
BEACHWOOD I LIMITED PARTNERSHIP

By: Stephen Homes at Beachwood Estates, LLC, General Partner



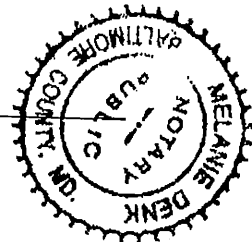
By:  (SEAL)
Donald R. Stephen, Member

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

I HEREBY CERTIFY, that on this 10th day of AUGUST, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Duane E. Zentgraf, who acknowledged himself to be the Member of MID-ATLANTIC UTILITIES, LLC, (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing in my presence the name of the Company by himself as Member.

AS WITNESS, my hand and Notarial Seal.


Notary Public



My Commission Expires: 8/1/02

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

I HEREBY CERTIFY, that on this 10th day of August, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Donald R. Stephen, who acknowledged himself to be a

00115476 000

Member of Stephen Homes at Beachwood Estates, LLC, the General Partner of Beachwood I Limited Partnership, (the "Partnership"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Partnership for the purposes therein contained, by signing in my presence the name of the Partnership by himself as Member of the said General Partner.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public

My Commission Expires: 06-28-03

n:\sys\balt\wp\ssmith\dwq\mid-atlantic utilities\beachwood.dec2

69699.03

LAW OFFICES
WARTMAN, OMANSKY, BLIBAUM,
SIMONS, CASSIN, & SAGAL
P.O. BOX 6724
TOWSON, MARYLAND 21285-6724

0015476 7.00

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)

STANDARD SURETY RECORDING FEE 5.00 20.00 25.00 Rpt # 97730 Bk # 1845 03:05 PM

1 Type(s) of Instruments () Check Box if Addendum Intake Form is Attached. Deed Mortgage Other Deed of Trust Lease Other 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 County Transfer DEK 4 Consideration and Tax Calculations Consideration Amount Finance Office Use Only Transfer and Recordation Tax Consideration

5 Fees Amount of Fees Doc. 1 Doc. 2 Recording Charge \$ 20.00 \$ 20.00 Surcharge \$ 5.00 \$ 5.00 State Recordation Tax \$ \$ State Transfer Tax \$ \$ County Transfer Tax \$ \$ Other \$ \$ Other \$ \$ DEK

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) Location / Address of Property Being Conveyed (2) Other Property Identifiers (if applicable) Water Meter Account No. Residential or Non-Residential Fee Simple or Ground Rent Amount: 5 Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred: 25

7 Transferred From Doc. 1 - Grantor(s) Name(s) Mid Atlantic Utilities Doc. 2 - Grantor(s) Name(s) Mid Atlantic Utilities 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) Beechwood L.P. Doc. 2 - Grantee(s) Name(s) Green Cove LLC and Beechwood LLC New Owner's (Grantee) Mailing Address

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

10 Contact/Mail Information Instrument Submitted By or Contact Person Name: Melanie Denk Firm: WOBSES Address: P.O. Box 10724 Towson, MD 21285 Phone: (410) 823-0111 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 Transfer Number: 20 Date Received: 20 Geo. Map Sub Block Land Zoning Grid Plat Lot Buildings Use Parcel Occ. Cd. Total Town Cd. Ex. St. TAXES REQUIRED Director of Assessments and Taxation BALTIMORE COUNTY, MARYLAND COUNTY TRANSFER TAX Sec 33-139

REMARKS: Order: 7316292N0 Address: 3000 Sea Pines Dr. BALTIMORE COUNTY, MARYLAND COUNTY TRANSFER TAX Sec 33-139 BALTIMORE COUNTY CIRCUIT COURT (Land Instruments) DATE 02-15-01 Book 011-15476-1 Page 01 Distribution: White - Clerk's Office Canary - SDAT Pink - Office of Finance Goldenrod - Preparer AOC-CC-300(6/95) Instrument not for resale Date: 8-16-01 T.P. ART 12-108

DATE 8-16-01 T.P. ART 12-108

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

BEACHWOOD ESTATES
PHASE 2, SECTION 2

(Lots 490, 462, 486, 504,
461, 460, 446, 457, 448,
450 and 451)

DECLARATION AND AGREEMENT
ESTABLISHING WATER AND SEWER
FACILITIES CHARGES

THIS DECLARATION AND AGREEMENT, made this 17th day of October, 2001, by and between MID-ATLANTIC UTILITIES, LLC., a Maryland limited liability company with a business address of 10176 Baltimore National Pike, Suite 210, Ellicott City, Maryland 21042 ("the Utility Company"), and BEACHWOOD I LIMITED PARTNERSHIP, with a business address of 2401 York Road, Timonium, Maryland 21093 ("Developer") and KENNETH S. VANWICKLER *Van Wickler* ("Vanwickler"); KATHLEEN M. DEBOLT and CRAIG O. DEBOLT (collectively "Debolt"), COLIN W. HARRIS and NORI B. HARRIS (collectively "Harris"), CONSTANCE D. YOUNG-FLOWERS ("Young-Flowers"), MARY ANN BELZNER and ANTHONY J. BELZNER, JR. (collectively "Belzner"), BARBARA K. WIANKE and DAVID H. WIANKE (collectively "Wianke"), JOHN G. TAUBER and MARY J. TAUBER (collectively "Tauber"), HUGH DEVLIN and KELLEY A. DEVLIN (collectively "Devlin"), LOUISE E. EDWARDSSEN ("Edwardsen"), and GREGORY J. PASKO and JENNIFER L. PASKO (collectively "Pasko"), (Vanwickler, Debolt, Harris, Young-Flowers, Belzner, Wianke, Tauber, Devlin, Edwardsen and Pasko are sometimes hereinafter collectively referred to as "Contract Purchasers"). *KSM*

WHEREAS, Developer by virtue of a deed dated January 25, 1993 and recorded among the Land Records of Baltimore County in Liber 9624, Folio 349 is the owner, in fee simple, of the eleven (11) single family building lots which are the subject of this Declaration and Agreement and which are more particularly described below (the "Lots") located within the "1st Amended Plat, Beachwood Estates, Phase 2, Section 2" Subdivision (the "Subdivision"), situate in Baltimore County, Maryland; and

WHEREAS, Contract Purchasers are each parties to a separate Agreement of Sale respecting the sale and purchase of one of the Lots, excepting Lot 446;

specifically, Vanwickler is the contract purchaser respecting Lot 490, Harris are the contract purchasers respecting Lot 486, Debolt are the contract purchasers respecting Lot 462, Young-Flowers is the contract purchaser respecting Lot 504, Belzner are the contract purchasers respecting Lot 461, Wianke are the contract purchasers respecting Lot 460, Tauber are the contract purchasers respecting Lot 457, Devlin are the contract purchasers respecting Lot 448, Edwardsen is the contract purchaser respecting Lot 450, and Pasko are the contract purchasers respecting Lot 451; and

WHEREAS, each of the Contract Purchasers join in the execution of this Declaration and Agreement to evidence their intention and agreement to be bound by all of the covenants, agreements, conditions, charges and liens herein contained and provided for and to acknowledge that all of such covenants, agreements, conditions, charges and liens shall run with and bind the land, each and all of the Lots and premises and every part thereof; and

WHEREAS, as part of the scheme of development of the Subdivision, the Subdivision and/or the Lots have been or are to be provided with water pipes in the streets; all required transmission lines to appropriate water supply; the physical water connection from the water pipes in the streets to each individual lot line, and all other facilities relating to public water services required under the certain Utility Agreement or Public Works Agreement dated September 19, 2000 (the "Utility Agreement") between the Developer and Baltimore County (the "County") (all of such pipes, appurtenances, connections, facilities and associated components being herein referred to collectively as the "Water Facilities"); and sewer pipes in the streets, and the physical sewer connections from the sewer pipes in the streets to each individual lot line, and all other facilities relating to public sanitary sewer services required pursuant to the Utility Agreement (all of such pipes, connections and facilities being herein referred to collectively as the "Sewer Facilities"); and

WHEREAS, the Utility Company has paid or has committed to pay the Developer Twenty-Three Thousand One Hundred Dollars (\$23,100.00) to aid in the construction of the Water and Sewer Facilities; and

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

WHEREAS, Developer and the Utility Company being entitled to do so under Section 26-246 of the Baltimore County Code have covenanted and agreed to establish charges and a lien relating thereto upon the Lots whereby the cost of the construction and installation of the Water Facilities and the Sewer Facilities is to be paid by the

owner or owners of the Lots, their successors, personal representatives and assigns, in annual installments over a period of thirty-three (33) years. As used herein, the term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding those having such interest merely as security for the performance of an obligation. Owner shall for purposes hereunder be also defined as the party(ies) primarily liable from time to time for the payment of real estate taxes to the County for the Lot. Except for the proration of the first and last years as hereinafter set forth, payments are to be made in equal annual installments (each such annual installment, whether or not prorated, is referred to individually herein as a "Water Facilities Charge" and/or a "Sewer Facilities Charge" and collectively as the "Water Facilities Charges" and/or the "Sewer Facilities Charges"); and

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

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

WHEREAS, in order to make the covenant and agreement to pay the Water Facilities Charges and the Sewer Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their successors, personal representatives and assigns, the parties to this Agreement have agreed to enter into this Declaration and Agreement whereby the Developer will declare that the Lots hereinafter described (whether existing as of the date hereof or subsequently constructed) are subject to the covenants, agreements and charges hereinafter set forth; all as part of and in furtherance of the general scheme of development of the Lots owned by the Developer in the aforesaid Subdivision.

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

FIRST: The Developer does hereby declare that all of the following Lots are subject to the covenants, agreements, conditions, charges and liens hereinafter set out and said covenants, agreements, conditions, charges and liens shall run with the Lots and shall be binding upon the Developer and, upon the owners of each Lot, and their respective successors and assigns, and upon all the land described as follows:

Order: 7815282NQ
 Address: 2500 South ...
 Order Date: 09-24-2024
 Document not for resale

BEING KNOWN AND DESIGNATED as Lots 490, 462, 486, 504, 461, 460, 446, 457, 448, 450 and 451 as shown on the Plat entitled "1st Amended Plat Beachwood Estates, Phase 2, Section 2", which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 72, Folio 130.

SECOND: Each of the Lots shall be subject to this Declaration and Agreement and the annual Water Facilities Charges and Sewer Facilities Charges, representing annual charges for the construction and installation of Water Facilities and Sewer Facilities for the Subdivision, the construction and installation of water and sewer pipes in the streets, and the connection from the water and sewer pipes in the streets of the Subdivision to the individual lot boundary lines, and water and sewer transmission lines as needed, which Water Facilities Charges and Sewer Facilities Charges shall constitute liens or encumbrances on the land or Lots with respect to which said charges are made.

THIRD: By acceptance of title of any of the land or any of the Lots described herein, the owner from the time of acquiring title thereto, whether or not it shall be so expressed in any deed conferring title to such owner, shall be held to have covenanted and agreed to pay to the Utility Company, its successors or assigns, all charges provided for in this Declaration and Agreement, due and unpaid at the time said owner acquires title, and all charges thereafter falling due as long as said owner shall hold title of record, without the right in any event to reimbursement from the Developer or the Utility Company for charges which said owner may pay in advance. The Water Facilities Charges and Sewer Facilities Charges together with interest, late fees and all costs incurred by the Utility Company in the collection of the same, including reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon) and shall be a continuing lien upon the Lot against which each such Water Facilities Charge and/or Sewer Facilities Charges is made, pursuant to the Maryland Contract Lien Act. Each such Water Facilities Charge and/or Sewer Facilities Charge, together with interest, costs, late fees and attorneys' fees, shall be the personal obligation of the person (or joint and several obligation if more than one owner) who was the owner of a Lot at the time when the charge fell due. A certificate in writing, signed by a representative or agent of the Utility Company, its successors or assigns, will be given on demand to any Lot owner liable for said charges, setting forth the status of such charges with respect to the Lot in question and in reference to which an inquiry is made, and such certificate in favor of any one relying thereon to his damage shall be binding on the Utility Company, its successors and assigns.

FOURTH: The annual Water Facilities Charges and Sewer Facilities Charges described herein shall commence (the "Commencement Date") with respect to each Lot on the day of the initial conveyance of said Lot from the Developer to a grantee, including without limitation, any foreclosure by any party holding a mortgage or deed of trust encumbering a Lot or Lots or any deed or deeds in lieu of foreclosure. Said Water Facilities Charges and Sewer Facilities Charges shall continue for thirty-three (33) years

but in each event shall terminate (except as to any unpaid Water Facilities Charges and/or Sewer Facilities Charges, interest, costs, late fees and attorneys' fees accruing) with respect to each Lot, on December 31, 2034, unless sooner paid in full as hereinafter provided. Said Water Facilities Charges shall be paid annually by each Lot Owner to the Utility Company in equal installments of One Hundred Seventy-Five Dollars (\$175.00) per Lot per year and the Sewer Facilities Charges shall be paid annually by each Lot Owner to the Utility Company in equal installments of One Hundred Seventy-Five Dollars (\$175.00) per Lot per year. The aggregate annual installment due for the Water and Sewer Facilities Charges being Three Hundred Fifty Dollars (\$350.00). The annual Water Facilities Charges and the Annual Sewer Facilities Charges shall be due and payable in advance on the first (1st) day of January of every year; provided, however, that the first year's payment shall be due and payable on the Commencement Date and shall be prorated according to the number of days from the Commencement Date to December 31st of the year of the Commencement Date and the 34th year's payment shall be the applicable annual payment less the prorated amount paid for the first year.

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

SIXTH: If any such Water Facilities Charges and/or Sewer Facilities Charges remain unpaid for thirty (30) days after becoming due, there shall be a late charge of one and one-half (1.5%) per month, beginning thirty (30) days after the charges are due. The Utility Company may collect the Water Facilities Charges and Sewer Facilities Charges, the applicable late charges plus all costs incurred by the Utility Company associated with the collection of the Water Facilities Charges and Sewer Facilities Charges and reasonable attorneys' fees by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. The Utility Company may sue, or file a bill in equity to enforce such charges, and accrued and unpaid late fees or interest, and the costs of collection including reasonable attorneys' fees and expenses, against the owner of record at the time such charges became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property. The lien established hereby in favor of the Utility Company, its successors and assigns and the costs of collection, including reasonable attorneys' fees and expenses, shall be enforceable by the Utility Company, its successors and assigns, under the Maryland Contract Lien Law, Title 14, Subtitle 2, Real Property Article, Annotated Code of Maryland, or any similar law which may

subsequently be enacted, or the Utility Company may foreclose the lien against the property by sale pursuant to Title 14 of the Maryland Rules of Procedure.

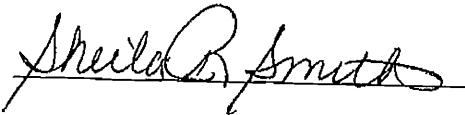
SEVENTH: No sale, lease, mortgage, disposition or transfer of the aforesaid Lots shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions and charges and, thereupon, all the covenants, agreements, conditions and charges herein contained shall run with and bind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

EIGHTH: If an owner of all or a portion of the subdivision, or any of the Lots sells, assigns, transfers or otherwise disposes of such property, the Owner shall (a) provide notice to its successor in sales information and any purchase agreement of the terms and conditions of the assessment set forth herein, in accordance with the requirements of Section 26-247 of the Baltimore County Code; and (b) require that the notification be included in any future sale, transfer, assignment or disposition of the property. In the event any such Owner fails to comply with the conditions set forth in this ITEM EIGHTH, the Owner shall be responsible for payment of the full aggregate amount of the Water Facilities Charges and Sewer Facilities Charges pertaining to the Lot made part of such disposition.

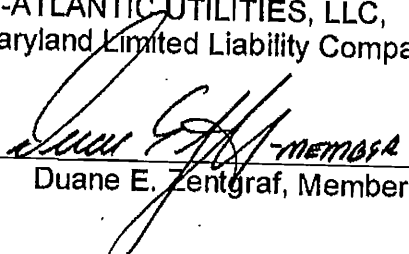
NINTH: The Utility Company shall have the right to assign, transfer, pledge or in any fashion encumber to any party its right to asses and collect any of the charges set forth herein.

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

WITNESS/ATTEST:



UTILITY COMPANY:
MID-ATLANTIC UTILITIES, LLC,
a Maryland Limited Liability Company

By:  -MEMBER (SEAL)
Duane E. Zentgraf, Member

DEVELOPER:

BEACHWOOD I LIMITED PARTNERSHIP

By: Stephen Homes at Beachwood Estates, LLC, General Partner

Kay L. Casey

By: *[Signature]* (SEAL)
Donald R. Stephen, Member

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

I HEREBY CERTIFY, that on this 17th day of October, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Duane E. Zentgraf, who acknowledged himself to be the Member of MID-ATLANTIC UTILITIES, LLC, (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing in my presence the name of the Company by himself as Member.

AS WITNESS, my hand and Notarial Seal.

Sheila Rae Smith

Notary Public

Sheila Rae Smith

My Commission Expires: Baltimore City, MD

My commission expires: 11/1/02

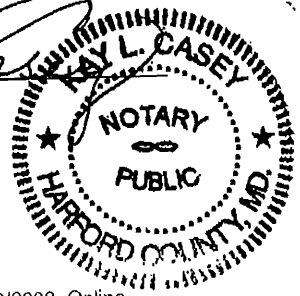
STATE OF MARYLAND, CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 17th day of October, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Donald R. Stephen, who acknowledged himself to be a Member of Stephen Homes at Beachwood Estates, LLC, the General Partner of Beachwood I Limited Partnership, (the "Partnership"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Partnership for the purposes therein contained, by signing in my presence the name of the Partnership by himself as Member of the said General Partner.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public

My Commission Expires: 06-28-03



0015875 112

CONTRACT PURCHASERS:

Van Wickler KSN

VANWICKLER:

James P. Felker

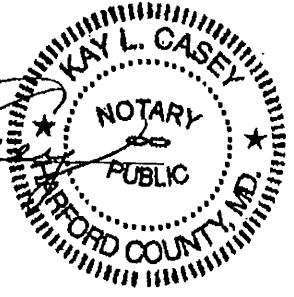
Kenneth S. Vanwickler (SEAL)
Kenneth S. Vanwickler
Van Wickler KSN

STATE OF MARYLAND, CITY/COUNTY OF *Baltimore*, to wit:

I HEREBY CERTIFY that on this *19th* day of *September*, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared *Kenneth S. Vanwickler*, known to me, or satisfactorily proven, to be the person whose name is subscribed hereto, and he made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of his knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: *06-28-03*

DEBOLT:

James D. Fellows

Kathleen M. DeBolt (SEAL)
Kathleen M. DeBolt ^{KAD}

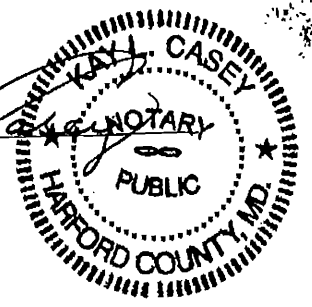
Craig O. DeBolt (SEAL)
Craig O. DeBolt ^{KAD}

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

I HEREBY CERTIFY that on this 11th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Kathleen M. DeBolt** and **Craig O. DeBolt**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

15875 114

HARRIS:

[Signature]

Colin W. Harris (SEAL)
Colin W. Harris

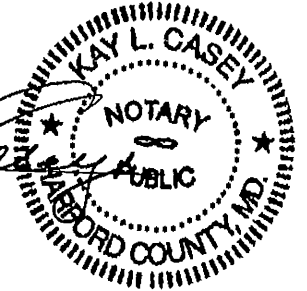
Nori B. Harris (SEAL)
Nori B. Harris

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Colin W. Harris and Nori B. Harris**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

YOUNG-FLOWERS:

Sheryl Feller

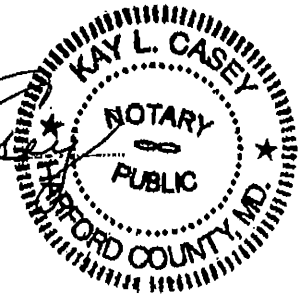
Constance D. Young-Flowers (SEAL)
Constance D. Young-Flowers

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

I HEREBY CERTIFY that on this 17th day of October, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Constance D. Young-Flowers**, known to me, or satisfactorily proven, to be the person whose name is subscribed hereto, and she made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of her knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

BELZNER:

David D. Shepherd

Mary Ann Belzner (SEAL)
Mary Ann Belzner

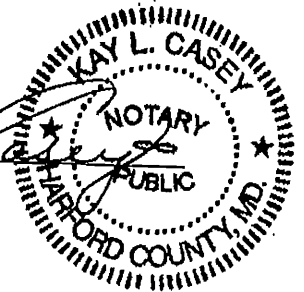
Anthony J. Belzner, Jr. (SEAL)
Anthony J. Belzner, Jr.

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Mary Ann Belzner and Anthony J. Belzner, Jr.**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

WIANKE:

David D. Fuller

Barbara K. Wianke (SEAL)
Barbara K. Wianke

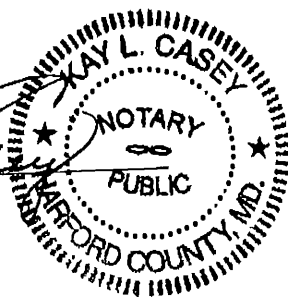
David H. Wianke (SEAL)
David H. Wianke

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

I HEREBY CERTIFY that on this 11th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Barbara K. Wianke and David H. Wianke**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

TAUBER:

Jane Feller

John G. Tauber (SEAL)
John G. Tauber

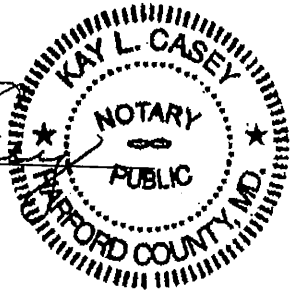
Mary J. Tauber (SEAL)
Mary J. Tauber

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **John G. Tauber and Mary J. Tauber**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

DEVLIN:

Jane D. Keller

Hugh Devlin (SEAL)
Hugh Devlin

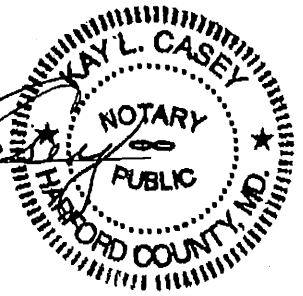
Kelley A. Devlin (SEAL)
Kelley A. Devlin

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Hugh Devlin and Kelley A. Devlin**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

EDWARDSSEN:

[Handwritten Signature]

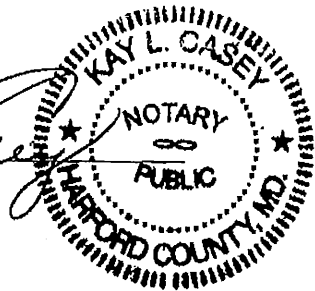
[Handwritten Signature] (SEAL)
Louise E. Edwardsen

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Louise E. Edwardsen**, known to me, or satisfactorily proven, to be the person whose name is subscribed hereto, and she made oath in due form of law that the contents of the foregoing Instrument are true and correct to the best of her knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Handwritten Signature]
Notary Public



My Commission Expires: 06-28-03

PASKO:

[Signature]

[Signature] (SEAL)
Gregory J. Pasko

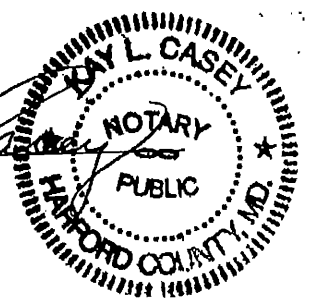
[Signature] (SEAL)
Jennifer L. Pasko

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Gregory J. Pasko and Jennifer L. Pasko**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 06-28-03

n:\sys\bal\tp\ssmith\dwq\mid-atlantic utilites\beachwood.dec2

0015875 122

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 <input type="checkbox"/> Other
2 Conveyance Type Check Box	<input type="checkbox"/> Deed of Trust <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Declarations <input type="checkbox"/> Other
3 Tax Exemptions (if Applicable) Site or Explain Authority	<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]
	<input type="checkbox"/> Recordation <input type="checkbox"/> State Transfer <input type="checkbox"/> County Transfer <input type="checkbox"/> Declarations

PAID TO STATE \$ 5.00
 RECORDING FEE 75.00
 83.00
 Recpt # 6833
 BLK # 2337
 10:27 AM

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	Doc. 3	Agent:
	Recording Charge	\$ 75.00	\$ 75.00	\$ 75.00	
	Surcharge	\$ 5.00	\$ 5.00	\$ 5.00	Tax Bill:
	State Recordation Tax	\$	\$	\$	C.B. Credit:
	State Transfer Tax	\$	\$	\$	Ag. Tax/Other:
	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 (5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref. SqFt/Acreage (4)
Location / Address of Property Being Conveyed (2)					
Other Property Identifiers (if applicable)			Water Meter Account No.		
Residential <input 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 type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:					

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)	Doc. 3 - Grantor(s) Name(s)
Mid-Atlantic Utilities, LLC	Mid-Atlantic Utilities, LLC	Mid-Atlantic Utilities, LLC
Doc. 1 Owner(s) of Record, if Different from Grantor(s)	Doc. 2 Owner(s) of Record, if Different from Grantor(s)	Doc. 3 Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Beachwood I Limited Partnership, et al.	Beachwood I Limited Partnership
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: Daniel W. Quasney, Esquire	<input type="checkbox"/> Hold for Pickup
Firm: Wartzman Omsky Blibaum Simons Cassin & Sagal PA	<input type="checkbox"/> Return Address Provided
Address: P.O. Box 6724	
Towson, MD 21285-6724 Phone: (410) 823-0111	

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"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification
Transfer Number: 20	Date Received: 20
Land	Geo.
Buildings	Zoning
Total	Use
	Town Cd.
DEED REFERENCE: [] Whole [] Part [] Tran. Process Verification	
Assigned Property No.:	Block
	Plat
	Section
	Occ. Cd.
REMARKS: OTHER 73FOZOXN...	
Address: 9300 Sea Point Rd	

RECORDATION TAX
 COUNTY TREASURER'S TAX
 BALTIMORE COUNTY, MARYLAND
 5-13-01
 BALTIMORE COUNTY CIR
 03/07/2008

DISTRIBUTION: White - Clerk's Office
 Gray - SDAT
 Pink - Office of Finance
 Green - Recorder
 AO - CC-309 (4/8/05)

Document not for resale

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

IMP. FD. SURV. \$ 5.00
RECORDING FEE 75.00
TOTAL 80.00
Rec# 8405 Rct# 6833
SA DM BR# 2358
Dec 13, 2001 10:27 am

**BEACHWOOD ESTATES
PHASE 2, SECTION 2**

(Lots 498, 501, 508, 512, 444, 453,
454, 489, 452, 455, 449, 456 and 447)

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

THIS DECLARATION AND AGREEMENT, made this 17th day of October, 2001, by and between MID-ATLANTIC UTILITIES, LLC., a Maryland limited liability company with a business address of 10176 Baltimore National Pike, Suite 210, Ellicott City, Maryland 21042 ("the Utility Company"), and BEACHWOOD I LIMITED PARTNERSHIP, with a business address of 2401 York Road, Timonium, Maryland 21093 ("Developer") and SCOTT A. COOPER and DEBRA COOPER (collectively "Cooper"), JOSEPH A. WATSON, SR. and CHARLOTTE R. WATSON (collectively "Watson"), GREGORY D. CRUNKLETON and TAMMI B. LACHER (collectively "Crunkleton/Lacher"), WILLIE H. PARKER and HAZEL J. PARKER (collectively "Parker"), PAUL L. HARTSOCK, JR. and MICHELLE M. HARTSOCK (collectively "Hartsock"), and ROBERT N. CANTER, JR. and SHELLY CANTER (collectively "Canter"), ("Cooper, Watson, Crunkleton/Lacher, Parker, Hartsock and Canter are sometimes hereinafter referred to collectively as "Lot Owners" or individually as "Lot Owner"), and DINO M. DICEA and PATRICIA A. DICEA (collectively "Dicea"), WILLIAM P. WHITE, JR. and STAVROLILA SPANOS-WHITE (collectively "White"), MICHAEL L. GAMBLE, JR. and TINA M. GAMBLE (collectively "Gamble"), JI XIANG LIN and JIAO MEI ZOU (collectively "Lin/Zou"), JOHN W. NEIDHART and SARAH G. ROEMMELT (collectively "Neidhart/Roemmelt"), LOUIS M. DEFLICE and GENEVA L. DEFLICE (collectively "DeFlice") and NOEL A. AURELLANO and FRANCA D. DIALINO-AURELLANO (collectively "Aurellano"), (Dicea, White, Gamble, Lin/Zou, Neidhart/Roemmelt, DeFlice and Aurellano are sometimes hereinafter referred to collectively as "Contract Purchasers").

Crunkleton
etc.

DeFlice

M.H.

B. N. A.

WHEREAS, Developer is the developer of the Subdivision known as "1st Amended Plat, Beachwood Estates, Phase 2, Section 2" which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 72, Folio 130 (the "Subdivision") in which each of the Lots which are subject to this Declaration and Agreement are located; and by virtue of a deed dated January 25, 1993 and recorded

among the Land Records of Baltimore County in Liber 9624, Folio 349 Developer is the owner in fee simple, of each of those Lots (as hereinafter defined) being the subject of separate agreements of sale with the Contract Purchasers and is the predecessor in title to the Lot Owners with regard to each of the Lots (as hereinafter defined) now owned, in fee simple, by the respective Lot Owners; and

WHEREAS, Lot Owners by virtue of separate deeds from Developer are the owners, in fee simple, of the respective single family residential lots known and designated as follows:

<u>Owner</u>	<u>Lot</u>	<u>Date Title Acquired</u>
Cooper	498	4/13/01
Watson	501	4/25/01
Crunkleton/Lacher	508	4/30/01
Parker	512	4/13/01
Hartsock	444	8/22/01
Canter	453	8/24/01

(Each of lots referenced above are shown on the Plat entitled "1st Amended Plat Beachwood Estates, Phase 2, Section 2", which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 72, Folio 130, each of the lots referenced above and the lots referenced below being the subject of separate Agreements of Sale with the Contract Purchasers are hereinafter collectively referred to as the "Lots"); and

WHEREAS, Contract Purchasers are each parties to a separate Agreement of Sale respecting the sale and purchase of the following Lots:

Dicea	Lot 454
White	Lot 489
Gamble	Lot 452
Lin/Zou	Lot 455
Neidhart/Roemmelt	Lot 449
DeFlice	Lot 456
Aurellano	Lot 447; and

WHEREAS, each of the Contract Purchasers join in the execution of this Declaration and Agreement to evidence their intention and agreement to be bound by all of the covenants, agreements, conditions, charges and liens herein contained and provided for and to acknowledge that all of such covenants, agreements, conditions, charges and liens shall run with and bind the land, each and all of the Lots and premises and every part thereof; and

WHEREAS, as part of the scheme of development of the Subdivision, the Subdivision and/or the Lots have been or are to be provided with water pipes in the

Order: 73F6Z8ZNQ

Order Date: 09-24-2024

Document not for resale

streets; all required transmission lines to appropriate water supply; the physical water connection from the water pipes in the streets to each individual lot line, and all other facilities relating to public water services required under the certain Utility Agreement or Public Works Agreement dated September 19, 2000 (the "Utility Agreement") between the Developer and Baltimore County (the "County") (all of such pipes, appurtenances, connections, facilities and associated components being herein referred to collectively as the "Water Facilities"); and sewer pipes in the streets, and the physical sewer connections from the sewer pipes in the streets to each individual lot line, and all other facilities relating to public sanitary sewer services required pursuant to the Utility Agreement (all of such pipes, connections and facilities being herein referred to collectively as the "Sewer Facilities"); and

WHEREAS, the Utility Company has paid or has committed to pay Developer an agreed upon sum to aid in the construction of the Water and Sewer Facilities; and

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

WHEREAS, the Developer, the Lot Owners and the Utility Company being entitled to do so under Section 26-246 of the Baltimore County Code have covenanted and agreed to establish charges and a lien relating thereto upon the Lots whereby the cost of the construction and installation of the Water Facilities and the Sewer Facilities is to be paid by the owner or owners of the Lots, their successors, personal representatives and assigns, in annual installments over a period of forty (40) years. As used herein, the term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding those having such interest merely as security for the performance of an obligation. Owner shall for purposes hereunder be also defined as the party(ies) primarily liable from time to time for the payment of real estate taxes to the County for the Lot. Except for the proration of the first and last years as hereinafter set forth, payments are to be made in equal annual installments (each such annual installment, whether or not prorated, is referred to individually herein as a "Water Facilities Charge" and/or a "Sewer Facilities Charge" and collectively as the "Water Facilities Charges" and/or the "Sewer Facilities Charges"); and

WHEREAS, the maintenance after construction of the Water and/or Sewer Facilities insofar as they are located within the streets, public rights-of-way and easements on any portion of an individual Lot included within an easement in favor of the County, is to be the responsibility of the County or appropriate governmental agencies, and the maintenance after construction of those portions of the Water and/or

Sewer Facilities located within a Lot and not located within the streets and public rights-of-way and easements in favor of the County shall be the responsibility of the Lot Owner; and

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

WHEREAS, in order to make the covenant and agreement to pay the Water Facilities Charges and the Sewer Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their successors, personal representatives and assigns, the parties to this Agreement have agreed to enter into this Declaration and Agreement whereby the Developer and the Lot Owners, as successors in interest to Developer, will declare that the Lots hereinafter described (whether existing as of the date hereof or subsequently constructed) are subject to the covenants, agreements and charges hereinafter set forth, all as part of and in furtherance of the general scheme of development of the Lots owned by the lot owners in the aforesaid Subdivision.

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

FIRST: The Developer and the Lot Owners, as successors in interest to the Developer respecting each of their Lots, do hereby declare that all of the following Lots are subject to the covenants, agreements, conditions, charges and liens hereinafter set out and said covenants, agreements, conditions, charges and liens shall run with the Lots and shall be binding upon the Developer and, upon the Lot Owners, and their respective successors and assigns, and upon all the land described as follows:

BEING KNOWN AND DESIGNATED as Lots 498, 501, 508, 512, 444, 453, 454, 489, 452, 455, 449, 456 and 447 as shown on the Plat entitled "1st Amended Plat Beachwood Estates, Phase 2, Section 2", which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 72, Folio 130.

SECOND: Each of the Lots shall be subject to this Declaration and Agreement and the separate annual Water Facilities Charges and Sewer Facilities Charges relating to each Lot, representing annual charges for the construction and installation of Water Facilities and Sewer Facilities for the Subdivision, the construction and installation of water and sewer pipes in the streets, and the connection from the water and sewer pipes in the streets of the Subdivision to the individual lot boundary lines, and water and sewer transmission lines as needed, which Water Facilities Charges and Sewer

Facilities Charges shall constitute liens or encumbrances on the land or Lots with respect to which said charges are made.

THIRD: By acceptance of title of any of the land or any of the Lots described herein, the owner from the time of acquiring title thereto, including but not limited to each of the Lot Owners, whether or not it shall be so expressed in any deed conferring title to such owner, shall be held to have covenanted and agreed to pay to the Utility Company, its successors or assigns, all charges provided for in this Declaration and Agreement, due and unpaid at the time said owner acquires title, and all charges thereafter falling due as long as said owner shall hold title of record, without the right in any event to reimbursement from the Developer or the Utility Company for charges which said owner may pay in advance. The Water Facilities Charges and Sewer Facilities Charges together with interest, late fees and all costs incurred by the Utility Company in the collection of the same, including reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon) and shall be a continuing lien upon the Lot against which each such Water Facilities Charge and/or Sewer Facilities Charge is made, pursuant to the Maryland Contract Lien Act. Each such Water Facilities Charge and/or Sewer Facilities Charge, together with interest, costs, late fees and attorneys' fees, shall be the personal obligation of the person (or joint and several obligation if more than one owner) who was the owner of a Lot at the time when the charge fell due. A certificate in writing, signed by a representative or agent of the Utility Company, its successors or assigns, will be given on demand to any Lot owner liable for said charges, setting forth the status of such charges with respect to the Lot in question and in reference to which an inquiry is made, and such certificate in favor of any one relying thereon to his damage shall be binding on the Utility Company, its successors and assigns.

FOURTH: The annual Water Facilities Charges and Sewer Facilities Charges described herein shall commence on January 1, 2001 (the "Commencement Date") with respect to each Lot and shall continue for a period of forty (40) years on an annual basis and shall terminate (except as to those charges, interest, costs, late fees and attorneys' fees accruing and unpaid) on December 31, 2041. The Water Facilities Charges and Sewer Facilities Charges shall be paid annually by each Lot Owner to the Utility Company in equal installments based on the front footage of each respective Lot calculated at the rate of \$3.20 per front foot. The specific annual installment amount due for each respective Lot is set forth upon Exhibit A, which is attached hereto and incorporated herein by reference. The annual Water Facilities Charges and Annual Sewer Facilities Charges shall be due and payable in advance on the first (1st) day of January of every year.

FIFTH: All Water Facilities Charges and Sewer Facilities Charges payable in accordance with this Declaration and Agreement shall be payable to the Utility Company, its successors and assigns, in accordance with the billings issued from time to time by the Utility Company, its successors and assigns. Failure to receive a bill or statement therefore from the Utility Company does not, however, relieve an owner or owners of his/her/its/their liability to pay Water Facilities Charges, Sewer Facilities

Charges, or interest thereon, or late fees, costs and/or attorneys' fees provided for herein.

SIXTH: If any such Water Facilities Charges and/or Sewer Facilities Charges remain unpaid for thirty (30) days after becoming due, there shall be a late charge of one and one-half (1.5%) per month, beginning thirty (30) days after the charges are due. The Utility Company may collect the Water Facilities Charges and Sewer Facilities Charges, the applicable late charges plus all costs incurred by the Utility Company associated with the collection of the Water Facilities Charges and Sewer Facilities Charges and reasonable attorneys' fees by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. The Utility Company may sue, or file a bill in equity to enforce such charges, and accrued and unpaid late fees or interest, and the costs of collection including reasonable attorneys' fees and expenses, against the owner of record at the time such charges became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property. The lien established hereby in favor of the Utility Company, its successors and assigns and the costs of collection, including reasonable attorneys' fees and expenses, shall be enforceable by the Utility Company, its successors and assigns, under the Maryland Contract Lien Law, Title 14, Subtitle 2, Real Property Article, Annotated Code of Maryland, or any similar law which may subsequently be enacted, or the Utility Company may foreclose the lien against the property by sale pursuant to Title 14 of the Maryland Rules of Procedure.

SEVENTH: No sale, lease, mortgage, disposition or transfer of the aforesaid Lots shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions and charges and, thereupon, all the covenants, agreements, conditions and charges herein contained shall run with and bind the land, each and all of the above mentioned Lots and premises and every part thereof, the Lot Owners, their respective successors and assigns, and the future owners of each of the Lots and each of their successors, personal representatives and assigns.

EIGHTH: If an owner of all or a portion of the subdivision, or any of the Lots sells, assigns, transfers or otherwise disposes of such property, the Owner shall (a) provide notice to its successor in sales information and any purchase agreement of the terms and conditions of the assessment set forth herein, in accordance with the requirements of Section 26-247 of the Baltimore County Code; and (b) require that the notification be included in any future sale, transfer, assignment or disposition of the property. In the event any such Owner fails to comply with the conditions set forth in this ITEM EIGHTH, the Owner shall be responsible for payment of the full aggregate amount of the Water Facilities Charges and Sewer Facilities Charges pertaining to the Lot made part of such disposition.

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

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

WITNESS/ATTEST:

UTILITY COMPANY:
MID-ATLANTIC UTILITIES, LLC,
a Maryland Limited Liability Company

Sheila R. Smith

By: *Duane E. Zentgraf* (SEAL)
Duane E. Zentgraf, Member

DEVELOPER:
BEACHWOOD I LIMITED PARTNERSHIP

By: Stephen Homes at Beachwood Estates, LLC, General Partner

Kay L. Casey

By: *Donald R. Stephen* (SEAL)
Donald R. Stephen, Member

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

I HEREBY CERTIFY, that on this 17th day of October, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Duane E. Zentgraf, who acknowledged himself to be the Member of MID-ATLANTIC UTILITIES, LLC, (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing in my presence the name of the Company by himself as Member.

AS WITNESS, my hand and Notarial Seal.

Sheila R. Smith
Notary Public

My Commission Expires:

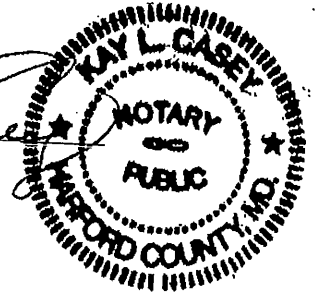
Notary Public
Sheila Rae Smith
Baltimore City, MD
My commission expires: 11/1/02

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

I HEREBY CERTIFY, that on this 17th day of October, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Donald R. Stephen, who acknowledged himself to be a Member of Stephen Homes at Beachwood Estates, LLC, the General Partner of Beachwood I Limited Partnership, (the "Partnership"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Partnership for the purposes therein contained, by signing in my presence the name of the Partnership by himself as Member of the said General Partner.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

LOT OWNERS:

COOPER:

James D. Fellin

Scott A. Cooper (SEAL)
Scott A. Cooper

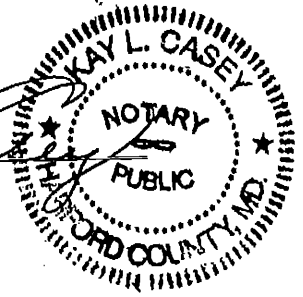
Debra Cooper (SEAL)
Debra Cooper

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Scott A. Cooper** and **Debra Cooper**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

Order: T316262NO
Address: 3500 Spa Point Rd
Order Date: 09-24-2004
Document not for resale

WATSON:

Joseph A. Watson, Sr.

Joseph A. Watson, Sr. (SEAL)
Joseph A. Watson, Sr.

Charlotte R. Watson

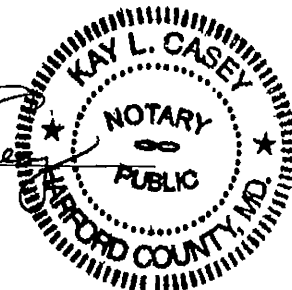
Charlotte R. Watson (SEAL)
Charlotte R. Watson

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Joseph A. Watson, Sr. and Charlotte R. Watson**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

CRUNKLETON/LACHER:

Gene D. Fellis

[Signature] (SEAL)
Gregory D. Crunkleton

Gene D. Fellis

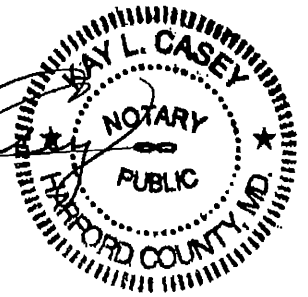
Tammi B. Crunkleton (SEAL)
Tammi B. Lacher Crunkleton SE.

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Gregory D. Crunkleton and Tammi B. Lacher, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 06-28-03

PARKER:

[Handwritten signature]

[Handwritten signature: Willie H. Parker] (SEAL)
Willie H. Parker

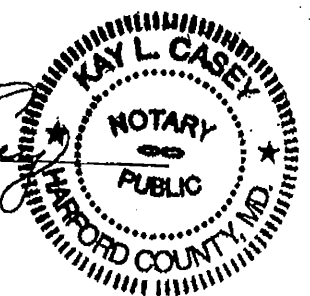
[Handwritten signature: Hazel J. Parker] (SEAL)
Hazel J. Parker

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Willie H. Parker and Hazel J. Parker**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and she made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Handwritten signature: Kay L. Casey]
Notary Public



My Commission Expires: 06-28-03

HARTSOCK:

James D. Feller

Paul L. Hartsock, Jr. (SEAL)
Paul L. Hartsock, Jr.

Michelle Hartsock (SEAL)
Michelle M. Hartsock
M.H.

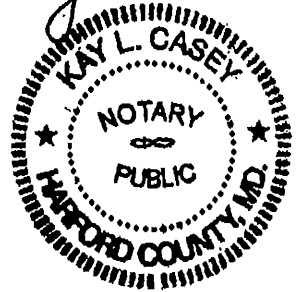
STATE OF MARYLAND, CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY that on this 25th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Paul L. Hartsock, Jr.** and **Michelle M. Hartsock**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public

My Commission Expires: 06-28-03



CANTER:

[Signature]
[Signature]

[Signature] (SEAL)
Robert N. Canter, Jr.

[Signature] (SEAL)
Shelly Canter

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

I HEREBY CERTIFY that on this 24 day of August, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Robert N. Canter, Jr. and Shelly Canter**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.



[Signature]
Notary Public

CONTRACT PURCHASERS:

DICEA:

James P. Fellini

Dino M. Dicea (SEAL)
Dino M. Dicea

Patricia A. Dicea (SEAL)
Patricia A. Dicea

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

I HEREBY CERTIFY that on this 7th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Dino M. Dicea and Patricia A. Dicea**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. [Signature]
Notary Public

My Commission Expires: 06-28-03

WHITE:

[Handwritten signature]

William P. White Jr. (SEAL)
William P. White, Jr.

[Handwritten signature] (SEAL)
Stavrolila Spanos-White
~~Stavrolila~~ STAVROULLA

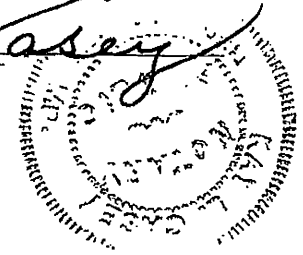
STATE OF MARYLAND, CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY that on this 31st day of August, 2001, before me, the undersigned, a Notary Public in and for the City/County/aforesaid, State of Maryland, personally appeared **William P. White, Jr. and Stavrolila Spanos-White**, known to me, or satisfactorily proven, to be the person whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Handwritten signature]
Notary Public

My Commission Expires: 06-28-03



GAMBLE:

[Handwritten Signature]

[Handwritten Signature] (SEAL)
Michael L. Gamble, Jr.

[Handwritten Signature] (SEAL)
Tina M. Gamble

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

I HEREBY CERTIFY that on this 7th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Michael L. Gamble, Jr. and Tina M. Gamble**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Handwritten Signature]
Notary Public

My Commission Expires: 06-28-03



LIN/ZOU:

James Felling

Ji Xiang Lin (SEAL)
Ji Xiang Lin

Jiao Mei Zou (SEAL)
Jiao Mei Zou

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

I HEREBY CERTIFY that on this 10th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Ji Xiang Lin and Jiao Mei Zou**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Ray L. Casey
Notary Public

My Commission Expires: 06-28-03

NEIDHART/ROEMMELT:

[Signature]

[Signature] (SEAL)
John W. Neidhart

[Signature] (SEAL)
Sarah G. Roemmelt

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

I HEREBY CERTIFY that on this 31st day of August, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared John W. Neidhart and Sarah G. Roemmelt, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 06-28-03

3005875 002

DEFLICE:

David Keller

Louis M. DeFelice (SEAL)
Louis M. DeFelice DeFelice

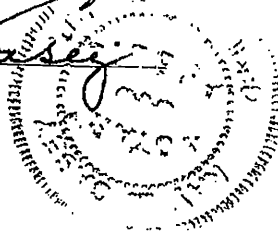
Geneva L. DeFelice (SEAL) 90
Geneva L. DeFelice DeFelice

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

I HEREBY CERTIFY that on this 31st day of August, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Louis M. DeFelice** and **Geneva L. DeFelice**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Larry L. Casey
Notary Public



My Commission Expires: 06-28-03

AURELLANO:

David P. Keller

Noel A. Aurellano (SEAL)
Noel A. Aurellano
NA B,

Francina C. Dialino Aurellano (SEAL)
Francina C. Dialino-Aurellano

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Noel A. Aurellano and Francina C. Dialino-Aurellano, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Larry L. Casey
Notary Public

My Commission Expires: 06-28-03

3015875 0000

EXHIBIT A

**Schedule of Annual Water Facilities
And Sewer Facilities Charges**

<u>Lot</u>	<u>Lot Front Footage</u>	<u>Rate per Front Foot</u>	<u>Annual Water Facilities and Sewer Facilities Charge</u>
498	74.70'	\$3.20	\$239.04
501	76.66'	\$3.20	\$245.31
508	38.44'	\$3.20	\$123.01
512	65.05'	\$3.20	\$208.16
444	203.78'	\$3.20	\$652.10
453	43.87'	\$3.20	\$140.38
454	43.87'	\$3.20	\$140.38
489	64.23'	\$3.20	\$205.54
452	54.90'	\$3.20	\$175.68
455	43.87'	\$3.20	\$140.38
449	60.53'	\$3.20	\$193.70
456	146.14'	\$3.20	\$467.65
447	68.00'	\$3.20	\$217.60

n:\sys\balt\wpl\smith\dwq\mid-atlantic utilities\beachwood.dec4

Order: 73F6Z8ZNQ

BALTIMORE COUNTY CIRCUIT COURT (Land Records) (MSA CE 62-15730) B02 SM 15875, p. 0144. Printed 12/03/2009. Online
Address: 9900 Sea Point Rd
03-07-2005.

Order Date: 09-24-2024

Document not for resale

HomeWireDocs

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

BEACHWOOD ESTATES
PHASE 2, SECTION 2

(Lots 506, 509, 505, 503,
510, 507, 502, 499, 511, 500)

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

IMP. FD SURE \$ 5.00
RECORDING FEE 75.00
TOTAL 80.00
Res# B405 Rcpt # 6033
SN DN Bk # 2357
Dec 19, 2001 10:28 am

THIS DECLARATION AND AGREEMENT, made this 17th day of October, 2001, by and between MID-ATLANTIC UTILITIES, LLC., a Maryland limited liability company with a business address of 10176 Baltimore National Pike, Suite 210, Ellicott City, Maryland 21042 ("the Utility Company"), and BEACHWOOD I LIMITED PARTNERSHIP, with a business address of 2401 York Road, Timonium, Maryland 21093 ("Developer") and ROBERT W. CARRIGAN ("Carrigan"), PAUL D. MOULTRUP and KAREN MOULTRUP (collectively "Moultrup"), LORETTA SHACKLEFORD and JAMES A. SHACKLEFORD, SR. (collectively "Shackleford"), WILLIAM J. STRAZEGOWSKI and AMY L. OLISCHUK (collectively "Strazegowski/Olischuk"), ROBERT J. SWIGER and ALISHA M. SWIGER (collectively "Swiger"), RICHARD L. BRIEMANN, SR. ("Briemann"), MICHAEL A. LACEY, SR. and LAURIE R. LACEY (collectively "Lacey"), LAWRENCE G. LIGNER ("Ligner"), BRUCE L. DURANT, JR. and TRACEY L. DURANT (collectively "Durant") and WALTER H. BROWN and CHERI E. BROWN (collectively "Brown"), (Carrigan, Moultrup, Shackleford, Strazegowski/Olischuk, Swiger, Brieman, Lacey, Ligner, Durant and Brown are sometimes hereinafter referred to collectively as "Lot Owners").

WHEREAS, Developer is the developer of the Subdivision known as "1st Amended Plat, Beachwood Estates, Phase 2, Section 2" which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 72, Folio 130 (the "Subdivision") in which each of the Lots which are subject to this Declaration and Agreement are located, and Developer was the predecessor in title to each of the respective Lot Owners concerning the Lots described below; and

WHEREAS, Lot Owners by virtue of separate deeds from Developer are the owners, in fee simple, of the respective single family residential lots known and designated as follows:

Order 73F6Z8ZINQ
Address: 3300 Sea Point Rd
Order Date: 09-24-2004
Document not for resale

<u>Owner</u>	<u>Lot</u>	<u>Date Title Acquired</u>
Carrigan	506	May 9, 2001
Moultrup	509	May 9, 2001
Shackleford	505	May 16, 2001
Strazegowski/Olischuk	503	May 25, 2001
Swiger	510	June 6, 2001
Briemann	507	June 13, 2001
Lacey	502	June 20, 2001
Ligner	499	July 11, 2001
Durant	511	July 18, 2001
Brown	500	June 27, 2001

(each of lots referenced above are shown on the Plat entitled "1st Amended Plat Beachwood Estates, Phase 2, Section 2", which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 72, Folio 130, and are hereinafter collectively referred to as the "Lots"); and

WHEREAS, as part of the scheme of development of the Subdivision, the Subdivision and/or the Lots have been or are to be provided with water pipes in the streets; all required transmission lines to appropriate water supply; the physical water connection from the water pipes in the streets to each individual lot line, and all other facilities relating to public water services required under the certain Utility Agreement or Public Works Agreement dated September 19, 2000 (the "Utility Agreement") between the Developer and Baltimore County (the "County") (all of such pipes, appurtenances, connections, facilities and associated components being herein referred to collectively as the "Water Facilities"); and sewer pipes in the streets, and the physical sewer connections from the sewer pipes in the streets to each individual lot line, and all other facilities relating to public sanitary sewer services required pursuant to the Utility Agreement (all of such pipes, connections and facilities being herein referred to collectively as the "Sewer Facilities"); and

WHEREAS, the Utility Company has paid or has committed to pay Developer an agreed upon sum to aid in the construction of the Water and Sewer Facilities; and

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

Order: 73F6Z8ZNQ

Address: 2300 Sea Point Rd

Order Date: 09-24-2024

Document not for resale

FOR OFFICIAL USE ONLY

WHEREAS, the Developer, the Lot Owners and the Utility Company being entitled to do so under Section 26-246 of the Baltimore County Code have covenanted and agreed to establish charges and a lien relating thereto upon the Lots whereby the cost of the construction and installation of the Water Facilities and the Sewer Facilities is to be paid by the owner or owners of the Lots, their successors, personal representatives and assigns, in annual installments over a period of forty (40) years. As used herein, the term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding those having such interest merely as security for the performance of an obligation. Owner shall for purposes hereunder be also defined as the party(ies) primarily liable from time to time for the payment of real estate taxes to the County for the Lot. Except for the proration of the first and last years as hereinafter set forth, payments are to be made in equal annual installments (each such annual installment, whether or not prorated, is referred to individually herein as a "Water Facilities Charge" and/or a "Sewer Facilities Charge" and collectively as the "Water Facilities Charges" and/or the "Sewer Facilities Charges"); and

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

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

WHEREAS, in order to make the covenant and agreement to pay the Water Facilities Charges and the Sewer Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their successors, personal representatives and assigns, the parties to this Agreement have agreed to enter into this Declaration and Agreement whereby the Lot Owners, as successors in interest to Developer, will declare that the Lots hereinafter described (whether existing as of the date hereof or subsequently constructed) are subject to the covenants, agreements and charges hereinafter set forth, all as part of and in furtherance of the general scheme of development of the Lots owned by the Lot Owners in the aforesaid Subdivision.

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

FIRST: The Lot Owners, as successors in interest to the Developer respecting each of the Lots, do hereby declare that all of the following Lots are subject to the covenants, agreements, conditions, charges and liens hereinafter set out and said covenants, agreements, conditions, charges and liens shall run with the Lots and shall be binding upon the Developer and, upon the Lot Owners, and their respective successors and assigns, and upon all the land described as follows:

BEING KNOWN AND DESIGNATED as Lots 506, 509, 505, 503, 510, 507, 502, 499, 511 and 500 as shown on the Plat entitled "1st Amended Plat Beachwood Estates, Phase 2, Section 2", which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 72, Folio 130.

SECOND: Each of the Lots shall be subject to this Declaration and Agreement and the separate annual Water Facilities Charges and Sewer Facilities Charges relating to each Lot, representing annual charges for the construction and installation of Water Facilities and Sewer Facilities for the Subdivision, the construction and installation of water and sewer pipes in the streets, and the connection from the water and sewer pipes in the streets of the Subdivision to the individual lot boundary lines, and water and sewer transmission lines as needed, which Water Facilities Charges and Sewer Facilities Charges shall constitute liens or encumbrances on the land or Lots with respect to which said charges are made.

THIRD: By acceptance of title of any of the land or any of the Lots described herein, the owner from the time of acquiring title thereto, including but not limited to each of the Lot Owners, whether or not it shall be so expressed in any deed conferring title to such owner, shall be held to have covenanted and agreed to pay to the Utility Company, its successors or assigns, all charges provided for in this Declaration and Agreement, due and unpaid at the time said owner acquires title, and all charges thereafter falling due as long as said owner shall hold title of record, without the right in any event to reimbursement from the Developer or the Utility Company for charges which said owner may pay in advance. The Water Facilities Charges and Sewer Facilities Charges together with interest, late fees and all costs incurred by the Utility Company in the collection of the same, including reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon) and shall be a continuing lien upon the Lot against which each such Water Facilities Charge and/or Sewer Facilities Charge is made, pursuant to the Maryland Contract Lien Act. Each such Water Facilities Charge and/or Sewer Facilities Charge, together with interest, costs, late fees and attorneys' fees, shall be the personal obligation of the person (or joint and several obligation if more than one owner) who was the owner of a Lot at the time when the charge fell due. A certificate in writing, signed by a representative or agent of the Utility Company, its successors or assigns, will be given on demand to any Lot owner liable for said charges, setting forth the status of such charges with respect to the Lot in question and in reference to which an inquiry is made, and such certificate in favor of any one relying thereon to his damage shall be binding on the Utility Company, its successors and assigns.

FOURTH: The annual Water Facilities Charges and Sewer Facilities Charges described herein shall commence on January 1, 2001 (the "Commencement Date") with respect to each Lot and shall continue for a period of forty (40) years on an annual basis and shall terminate (except as to those charges, interest, costs, late fees and attorneys' fees accruing and unpaid) on December 31, 2041. The Water Facilities Charges and Sewer Facilities Charges shall be paid annually by each Lot Owner to the Utility Company in equal installments based on the front footage of each respective Lot calculated at the rate of \$3.20 per front foot. The specific annual installment amount due for each respective Lot is set forth upon Exhibit A, which is attached hereto and incorporated herein by reference. The annual Water Facilities Charges and Annual Sewer Facilities Charges shall be due and payable in advance on the first (1st) day of January of every year.

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

SIXTH: If any such Water Facilities Charges and/or Sewer Facilities Charges remain unpaid for thirty (30) days after becoming due, there shall be a late charge of one and one-half (1.5%) per month, beginning thirty (30) days after the charges are due. The Utility Company may collect the Water Facilities Charges and Sewer Facilities Charges, the applicable late charges plus all costs incurred by the Utility Company associated with the collection of the Water Facilities Charges and Sewer Facilities Charges and reasonable attorneys' fees by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. The Utility Company may sue, or file a bill in equity to enforce such charges, and accrued and unpaid late fees or interest, and the costs of collection including reasonable attorneys' fees and expenses, against the owner of record at the time such charges became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property. The lien established hereby in favor of the Utility Company, its successors and assigns and the costs of collection, including reasonable attorneys' fees and expenses, shall be enforceable by the Utility Company, its successors and assigns, under the Maryland Contract Lien Law, Title 14, Subtitle 2, Real Property Article, Annotated Code of Maryland, or any similar law which may subsequently be enacted, or the Utility Company may foreclose the lien against the property by sale pursuant to Title 14 of the Maryland Rules of Procedure.

SEVENTH: No sale, lease, mortgage, disposition or transfer of the aforesaid Lots shall be made or operate otherwise than subject to the aforesaid covenants,

SEVENTH: No sale, lease, mortgage, disposition or transfer of the aforesaid Lots shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions and charges and, thereupon, all the covenants, agreements, conditions and charges herein contained shall run with and bind the land, each and all of the above mentioned Lots and premises and every part thereof, the Lot Owners, their respective successors and assigns, and the future owners of each of the Lots and each of their successors, personal representatives and assigns.

EIGHTH: If an owner of all or a portion of the subdivision, or any of the Lots sells, assigns, transfers or otherwise disposes of such property, the Owner shall (a) provide notice to its successor in sales information and any purchase agreement of the terms and conditions of the assessment set forth herein, in accordance with the requirements of Section 26-247 of the Baltimore County Code; and (b) require that the notification be included in any future sale, transfer, assignment or disposition of the property. In the event any such Owner fails to comply with the conditions set forth in this ITEM EIGHTH, the Owner shall be responsible for payment of the full aggregate amount of the Water Facilities Charges and Sewer Facilities Charges pertaining to the Lot made part of such disposition.

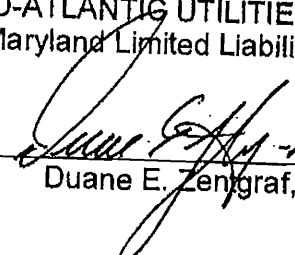
NINTH: The Utility Company shall have the right to assign, transfer, pledge or in any fashion encumber to any party its right to asses and collect any of the charges set forth herein.

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

WITNESS/ATTEST:

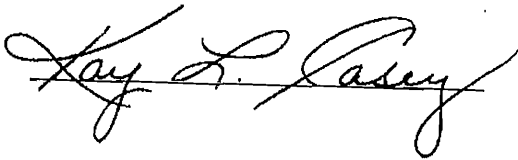
UTILITY COMPANY:
MID-ATLANTIC UTILITIES, LLC,
a Maryland Limited Liability Company

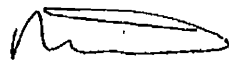


By:  (SEAL)
Duane E. Zengraf, Member

DEVELOPER:
BEACHWOOD I LIMITED PARTNERSHIP

By: Stephen Homes at Beachwood Estates,
LLC, General Partner



By:  (SEAL)
Donald R. Stephen, Member

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

I HEREBY CERTIFY, that on this 17th day of October, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Duane E. Zentgraf, who acknowledged himself to be the Member of MID-ATLANTIC UTILITIES, LLC, (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing in my presence the name of the Company by himself as Member.

AS WITNESS, my hand and Notarial Seal.

Sheila Rae Smith

Notary Public

Sheila Rae Smith

My Commission Expires:

Baltimore City, MD

My commission expires: **11/1/02**

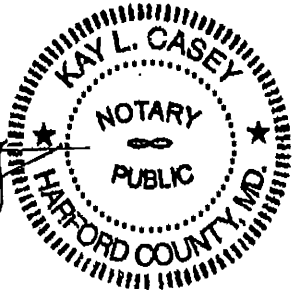
STATE OF MARYLAND, CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 17th day of October, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Donald R. Stephen, who acknowledged himself to be a Member of Stephen Homes at Beachwood Estates, LLC, the General Partner of Beachwood I Limited Partnership, (the "Partnership"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Partnership for the purposes therein contained, by signing in my presence the name of the Partnership by himself as Member of the said General Partner.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey

Notary Public



My Commission Expires: 06-28-03

LOT OWNERS:

CARRIGAN:

Ed Shepherd

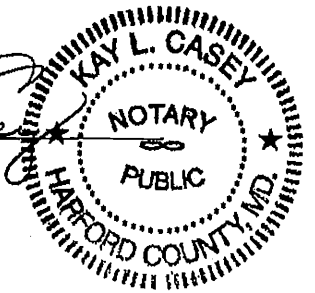
Robert W. Carrigan (SEAL)
Robert W. Carrigan

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Robert W. Carrigan**, known to me, or satisfactorily proven, to be the person whose name is subscribed hereto, and he made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of his knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

For Declaration + Agreement Establishing
Water + Sewer Facilities Charges.

Robert W. Carrigan

Jane A. Felber

MOULTRUP:

Paul D. Moultrup (SEAL)
Paul D. Moultrup

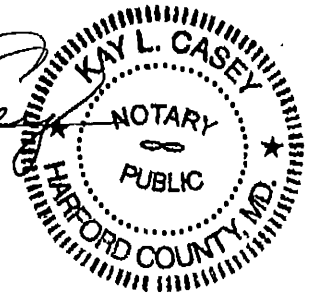
Karen Moultrup (SEAL)
Karen Moultrup

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Paul D. Moultrup and Karen Moultrup**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

SHACKLEFORD:

James A. Shackleford

Loretta Shackleford (SEAL)
Loretta Shackleford

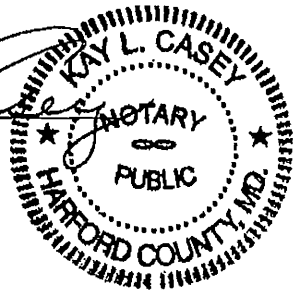
James A. Shackleford, Sr. (SEAL)
James A. Shackleford, Sr.

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Loretta Shackleford and James A. Shackleford, Sr.**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

STRAZEGOSKI/OLISCHUK:

Mary Whittaker
Mary

William J. Strazegowski (SEAL)
William J. Strazegowski

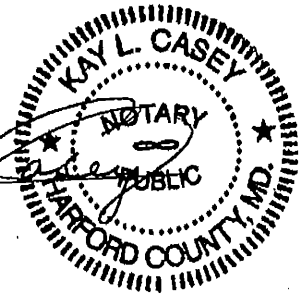
Amy L. Olischuk (SEAL)
Amy L. Olischuk

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **William J. Strazegowski and Amy L. Olischuk**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and she made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

SWIGER:

Janet D. Hallin

Robert J. Swiger (SEAL)
Robert J. Swiger

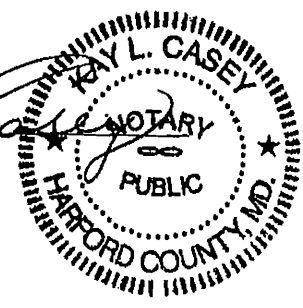
Alisha M. Swiger (SEAL)
Alisha M. Swiger

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Robert J. Swiger and Alisha M. Swiger**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

BRIEMANN:

[Signature]

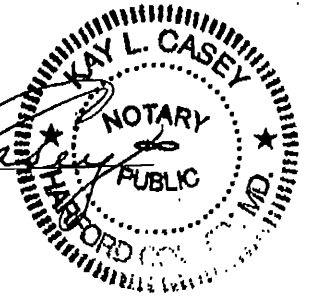
[Signature] (SEAL)
Richard L. Briemann, Sr.

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Richard L. Briemann, Sr.**, known to me, or satisfactorily proven, to be the person whose name is subscribed hereto, and he made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of his knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 06-28-03

LACEY:

Jane A. Keller

Michael A. Lacey Sr (SEAL)
Michael A. Lacey, Sr.

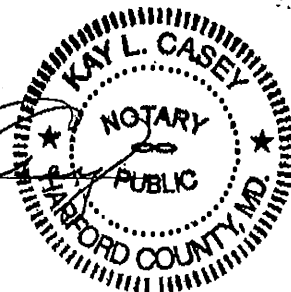
Laurie R. Lacey (SEAL)
Laurie R. Lacey

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Michael A. Lacey, Sr. and Laurie R. Lacey**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

Order: 73F6Z8ZNO

Order Date: 09-24-2024

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LIGNER:

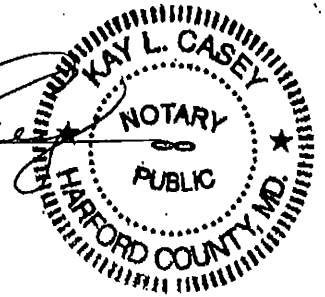
[Signature] [Signature] (SEAL)
Lawrence G. Ligner LIGNER

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Lawrence G. Ligner**, known to me, or satisfactorily proven, to be the person whose name is subscribed hereto, and he made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of his knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 06-28-03

DURANT:

[Signature]

[Signature] (SEAL)
Bruce L. Durant, Jr.

[Signature]

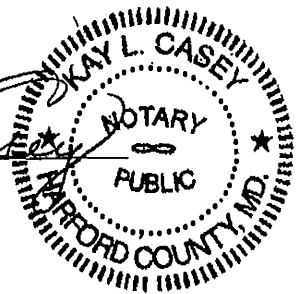
[Signature] (SEAL)
Tracey L. Durant

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Bruce L. Durant, Jr. and Tracey L. Durant**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 06.28.03

Order: 73F6Z8ZNQ

Order Date: 09-24-2024

Document not for resale

BROWN:

Jean D. Felton

Walter H. Brown (SEAL)
Walter H. Brown

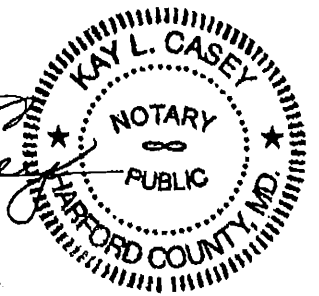
Cheri E. Brown (SEAL)
Cheri E. Brown

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

I HEREBY CERTIFY that on this 19th day of September, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Walter H. Brown and Cheri E. Brown**, known to me, or satisfactorily proven, to be the person whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

10 15875 062

EXHIBIT A

**Schedule of Annual Water Facilities
And Sewer Facilities Charges**

<u>Lot</u>	<u>Lot Front Footage</u>	<u>Rate per Front Foot</u>	<u>Annual Water Facilities and Sewer Facilities Charge</u>
506	38.44'	\$3.20	\$123.00
509	42.93'	\$3.20	\$137.38
505	51.76'	\$3.20	\$165.63
503	62.24'	\$3.20	\$199.16
510	108.47'	\$3.20	\$347.10
507	37.75'	\$3.20	\$120.80
502	61.02'	\$3.20	\$195.26
499	74.70'	\$3.20	\$239.04
511	65.00'	\$3.20	\$208.00
500	74.70'	\$3.20	\$239.04

n:\sys\balt\wp\ssmith\dwq\mid-atlantic utilities\beachwood.dec3

Order: 73F6Z8ZNO

BALTIMORE COUNTY CIRCUIT COURT (Land Records) (MSA CE 62-15730) Bkg: SM 15875, p. 0162, Printed 12/03/2009, Online
03/07/2005.

Address: 1000 Sea Point Rd

Order Date: 09-24-2024

Document not for resale

HomeWiseDocs

16951 716

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

BEACHWOOD ESTATES
PHASE 2, SECTION 2

(Lot 445)

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

THIS SUPPLEMENTAL DECLARATION AND AGREEMENT, made this 30th
day of SEPTEMBER, 2002, by and between MID-ATLANTIC UTILITIES, LLC, a
Maryland limited liability company (the "Utility Company"), BEACHWOOD I LIMITED
PARTNERSHIP (the "Developer"), VALLEY BANK OF MARYLAND (the "Lender"), and
NORMAN K. VACOVSKY and GERALDINE C. VACOVSKY (collectively hereinafter
the "Owners").

WHEREAS, Developer by virtue of a deed dated January 25, 1993 and recorded
among the Land Records of Baltimore County in Liber 9624, Folio 349 was the owner,
in fee simple, of the single family building lot known as Lot No. 445 (the "Lot") as shown
upon the Plat entitled "1st Amended Plat, Beachwood Estates, Phase 2, Section 2"
which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber
SM 72, Folio 130 at the time the Prior Declaration, specifically described below, was
executed and recorded among the Land Records of Baltimore County; and

WHEREAS, the Lot was one of thirty-six (36) single family building lots made
subject to that certain Beachwood Estates, Phase 2, Section 2 Declaration and
Agreement Establishing Water and Sewer Facilities Charges, dated August 10, 2001
and recorded among the Land Records of Baltimore County on August 16, 2001, in
Liber 0015476, Folio 704 (the "Prior Declaration"); and

WHEREAS, Owners by virtue of a deed dated January 30, 2002 and recorded
among the Land Records of Baltimore County are the current owners of the Lot,
however prior to the recordation of the Prior Declaration, the Owners had entered into a
certain Addendum to Agreement of Sale dated August 15, 2001 pursuant to which they
amended a prior Agreement of Sale respecting another lot within the subdivision to
make it applicable to Owners' purchase of the Lot; and

Order: 73F6ZS/NQ
Address: 3000 Sea Pines Dr
Order Date: 09-24-2024
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WHEREAS, despite their equitable interest in the Lot created by virtue of the above-referenced Addendum to Agreement of Sale, due to inadvertence the Owners, as Contract Purchasers, were not joined as parties to the Prior Declaration prior to its recordation; and

WHEREAS, following the recordation of the Prior Declaration the Utility Company did make a collateral assignment of its rights under the Prior Declaration to the Lender pursuant to that certain Collateral Assignment of Water and Sewer Facilities Charges dated February 19, 2002 and recorded or intended to be recorded among the Land Records of Baltimore County in advance of this Supplemental Declaration and Agreement; and

WHEREAS, the Owners and the Lender join in the execution of this Supplemental Declaration and Agreement to evidence their intention and agreement to be bound by all of the covenants, agreements, conditions, charges and liens herein contained and provided for and to acknowledge that all of such covenants, agreements, conditions, charges and liens shall run with and bind the Lot and every part thereof; and

WHEREAS, as part of the scheme of development of the Subdivision known as "1st Amended Plat Beachwood Estates, Phase 2, Section 2 (the "Subdivision")", the Subdivision and/or the Lot have been or are to be provided with water pipes in the streets; all required transmission lines to appropriate water supply; the physical water connection from the water pipes in the streets to each individual lot line, and all other facilities relating to public water services required under the certain Utility Agreement or Public Works Agreement dated September 19, 2000 (the "Utility Agreement") between the Developer and Baltimore County (the "County") (all of such pipes, appurtenances, connections, facilities and associated components being herein referred to collectively as the "Water Facilities"); and sewer pipes in the streets, and the physical sewer connections from the sewer pipes in the streets to each individual lot line, and all other facilities relating to public sanitary sewer services required pursuant to the Utility Agreement (all of such pipes, connections and facilities being herein referred to collectively as the "Sewer Facilities"); and

WHEREAS, the Utility Company has paid or has committed to pay the Developer an agreed upon amount to aid in the construction of the Water and Sewer Facilities; and

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

WHEREAS, Developer, the Utility Company, the Lender and the Owners, respecting the Lot, to the extent of their respective interests, being entitled to do so under Section 26-246 of the Baltimore County Code have covenanted and agreed to establish charges and a lien relating thereto upon the Lots within the Subdivision, including the Lot whereby the cost of the construction and installation of the Water Facilities and the Sewer Facilities is to be paid by the owner or owners of the Lots within the Subdivision, including the owners of the Lot, their successors, personal representatives and assigns, in annual installments over a period of thirty-three (33) years. As used herein, the term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to the Lot, but excluding those having such interest merely as security for the performance of an obligation. Owner shall for purposes hereunder be also defined as the party(ies) primarily liable from time to time for the payment of real estate taxes to the County for the Lot. Except for the proration of the first and last years as hereinafter set forth, payments are to be made in equal annual installments (each such annual installment, whether or not prorated, is referred to individually herein as a "Water Facilities Charge" and/or a "Sewer Facilities Charge" and collectively as the "Water Facilities Charges" and/or the "Sewer Facilities Charges"); and

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

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

WHEREAS, in order to make the covenant and agreement to pay the Water Facilities Charges and the Sewer Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their successors, personal representatives and assigns, the parties to this Agreement have agreed to enter into this Supplemental Declaration and Agreement whereby the Owners, the Developer, the Utility Company and the Lender will declare that the Lot hereinafter described (whether existing as of the date hereof or subsequently constructed) is subject to the covenants, agreements and charges hereinafter set forth, all as part of and in furtherance of the general scheme of development of all of the lots in the aforesaid Subdivision.

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

6951 719

FIRST: The Owners, the Developer, the Utility Company and the Lender, to the extent of their respective interests, do hereby declare that the following Lot is subject to the covenants, agreements, conditions, charges and liens hereinafter set out and said covenants, agreements, conditions, charges and liens shall run with the Lot and shall be binding upon the Owners, Developer, the Utility Company, the Lender and, upon all subsequent owners of the Lot, and their respective successors and assigns, and upon all the land described as follows:

BEING KNOWN AND DESIGNATED as Lot 445 as shown on the Plat entitled "1st Amended Plat Beachwood Estates, Phase 2, Section 2", which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 72, Folio 130.

SECOND: The Lot shall be subject to this Declaration and Agreement and the annual Water Facilities Charges and Sewer Facilities Charges, representing annual charges for the construction and installation of Water Facilities and Sewer Facilities for the Subdivision, the construction and installation of water and sewer pipes in the streets, and the connection from the water and sewer pipes in the streets of the Subdivision to the individual lot boundary lines, and water and sewer transmission lines as needed, which Water Facilities Charges and Sewer Facilities Charges shall constitute liens or encumbrances on the land, Lot or Lots with respect to which said charges are made.

THIRD: By acceptance of title of any of the land or the Lot described herein, the owner from the time of acquiring title thereto, whether or not it shall be so expressed in any deed conferring title to such owner, shall be held to have covenanted and agreed to pay to the Utility Company, its successors or assigns, all charges provided for in this Supplemental Declaration and Agreement, due and unpaid at the time said owner acquires title, and all charges thereafter falling due as long as said owner shall hold title of record, without the right in any event to reimbursement from the Developer or the Utility Company or the Lender for charges which said owner may pay in advance. The Water Facilities Charges and Sewer Facilities Charges together with interest, late fees and all costs incurred by the Utility Company in the collection of the same, including reasonable attorneys' fees, shall be a charge on the Lot (including all Improvements thereon) and shall be a continuing lien upon the Lot against which each such Water Facilities Charge and/or Sewer Facilities Charges is made, pursuant to the Maryland Contract Lien Act. Each such Water Facilities Charge and/or Sewer Facilities Charge, together with interest, costs, late fees and attorneys' fees, shall be the personal obligation of the person (or joint and several obligation if more than one owner) who was the owner of the Lot at the time when the charge fell due. A certificate in writing, signed by a representative or agent of the Utility Company, its successors or assigns, will be given on demand to any Lot owner liable for said charges, setting forth the status of such charges with respect to the Lot in question and in reference to which an inquiry

is made, and such certificate in favor of any one relying thereon to his damage shall be binding on the Utility Company, its successors and assigns.

FOURTH: The annual Water Facilities Charges and Sewer Facilities Charges described herein shall commence (the "Commencement Date") with respect to each Lot on the day of the initial conveyance of the Lot from the Developer to a grantee, including without limitation, any foreclosure by any party holding a mortgage or deed of trust encumbering a Lot or Lots or any deed or deeds in lieu of foreclosure. Said Water Facilities Charges and Sewer Facilities Charges shall continue for thirty-three (33) years but in each event shall terminate (except as to any unpaid Water Facilities Charges and/or Sewer Facilities Charges, interest, costs, late fees and attorneys' fees accruing) with respect to each Lot, on December 31, 2034, unless sooner paid in full as hereinafter provided. Said Water Facilities Charges shall be paid annually by each Lot Owner to the Utility Company in equal installments of One Hundred Seventy-Five Dollars (\$175.00) per year and the Sewer Facilities Charges shall be paid annually by the Lot Owner to the Utility Company in equal installments of One Hundred Seventy-Five Dollars (\$175.00) per year. The aggregate annual installment due for the Water and Sewer Facilities Charges being Three Hundred Fifty Dollars (\$350.00). The annual Water Facilities Charges and the Annual Sewer Facilities Charges shall be due and payable in advance on the first (1st) day of January of every year; provided, however, that the first year's payment shall be due and payable on the Commencement Date and shall be prorated according to the number of days from the Commencement Date to December 31st of the year of the Commencement Date and the 34th year's payment shall be the applicable annual payment less the prorated amount paid for the first year.

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

SIXTH: If any such Water Facilities Charges and/or Sewer Facilities Charges remain unpaid for thirty (30) days after becoming due, there shall be a late charge of one and one-half (1.5%) per month, beginning thirty (30) days after the charges are due. The Utility Company may collect the Water Facilities Charges and Sewer Facilities Charges, the applicable late charges plus all costs incurred by the Utility Company associated with the collection of the Water Facilities Charges and Sewer Facilities Charges and reasonable attorneys' fees by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. The Utility Company may sue, or file a bill in equity to enforce such charges, and accrued and unpaid late fees or interest, and the costs of collection including reasonable attorneys' fees and expenses, against the owner of record at the

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time such charges became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property. The lien established hereby in favor of the Utility Company, its successors and assigns and the costs of collection, including reasonable attorneys' fees and expenses, shall be enforceable by the Utility Company, its successors and assigns, under the Maryland Contract Lien Law, Title 14, Subtitle 2, Real Property Article, Annotated Code of Maryland, or any similar law which may subsequently be enacted, or the Utility Company may foreclose the lien against the property by sale pursuant to Title 14 of the Maryland Rules of Procedure.

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

EIGHTH: If an owner of all or a portion of the Lot sells, assigns, transfers or otherwise disposes of such property, the Owner shall (a) provide notice to its successor in sales information and any purchase agreement of the terms and conditions of the assessment set forth herein, in accordance with the requirements of Section 26-247 of the Baltimore County Code; and (b) require that the notification be included in any future sale, transfer, assignment or disposition of the property. In the event any such Owner fails to comply with the conditions set forth in this ITEM EIGHTH, the Owner shall be responsible for payment of the full aggregate amount of the Water Facilities Charges and Sewer Facilities Charges pertaining to the Lot made part of such disposition.

NINTH: The Utility Company shall have the right to assign, transfer, pledge or in any fashion encumber to any party its right to assess and collect any of the charges set forth herein.

TENTH: This Supplemental Declaration and Agreement is intended to supplement and amend the terms of the Prior Declaration as to the Lot (Lot No. 445) only. Notwithstanding this Supplemental Declaration and Agreement, the Prior Declaration remains in full force, operation and effect and unmodified by this Supplemental Declaration and Agreement as to all other lots and property made subject to its terms and provisions.

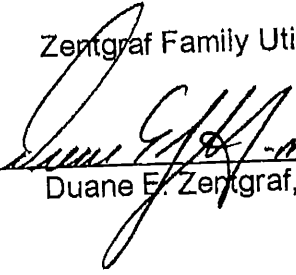
000695117221

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

WITNESS/ATTEST:

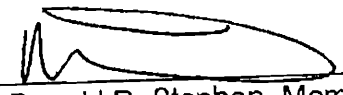
UTILITY COMPANY:
MID-ATLANTIC UTILITIES, LLC,
a Maryland Limited Liability Company

By: Zentgraf Family Utilities, LLC, Member

By:  (SEAL)
Duane E. Zentgraf, Member

DEVELOPER:
BEACHWOOD I LIMITED PARTNERSHIP

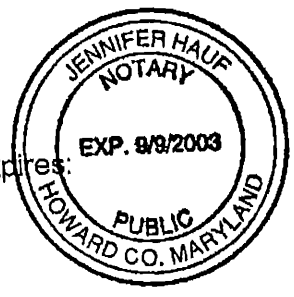
By: Stephen Homes at Beachwood Estates,
LLC, General Partner

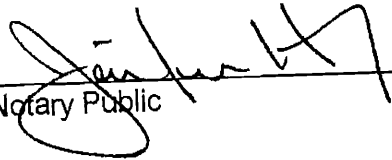
By:  (SEAL)
Donald R. Stephen, Member

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

I HEREBY CERTIFY, that on this 12th day of March, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Duane E. Zentgraf, who acknowledged himself to be the Member of ZENTGRAF FAMILY UTILITIES, LLC, the Member of MID-ATLANTIC UTILITIES, LLC, (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing in my presence the name of the Company by himself as Member.

AS WITNESS, my hand and Notarial Seal.




Notary Public

My Commission Expires:

Order 200708110
Address: 9000 Sea Point Rd
Order Date: 09-24-2004
Document not for resale
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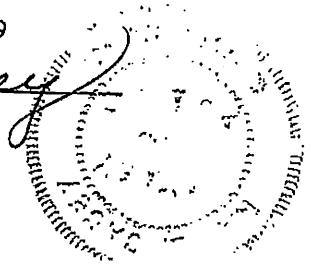
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STATE OF MARYLAND, CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY, that on this 3RD day of September, 2004,⁰² before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Donald R. Stephen, who acknowledged himself to be a Member of Stephen Homes at Beachwood Estates, LLC, the General Partner of Beachwood I Limited Partnership, (the "Partnership"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Partnership for the purposes therein contained, by signing in my presence the name of the Partnership by himself as Member of the said General Partner.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public



My Commission Expires: 06-28-03

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LENDER:
VALLEY BANK OF MARYLAND

Judith N. Martinek

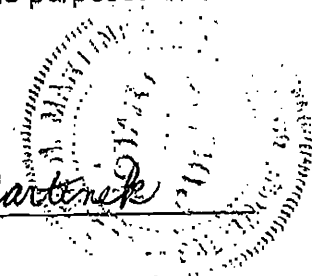
By: Joseph M. Solomon (SEAL)
Joseph M. Solomon, President

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

I HEREBY CERTIFY, that on this 9th day of October, 2002, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Joseph M. Solomon**, who acknowledged himself to be the President of Valley Bank of Maryland, and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Bank for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

Judith N. Martinek
Notary Public



My Commission Expires: 11/1/2005

00069507251

OWNERS:

Gene Fellin

Norman K. Vacovsky (SEAL)
Norman K. Vacovsky

Gene Fellin

Geraldine C. Vacovsky (SEAL)
Geraldine C. Vacovsky

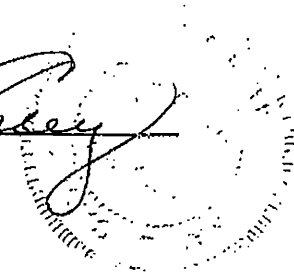
STATE OF MARYLAND, CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY that on this 30th day of September, 2004, 2 before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared **Norman K. Vacovsky and Geraldine C. Vacovsky**, known to me, or satisfactorily proven, to be the persons whose names are subscribed hereto, and they made oath in due form of law that the contents of the foregoing instrument are true and correct to the best of their knowledge, information, and belief.

AS WITNESS, my hand and Notarial Seal.

Ray L. Carey
Notary Public

My Commission Expires: 06-28-03



n:\sys\bal\wp\lssmith\dwq\mid-atlantic utilities\69699.03\declaration.445

Order: 73E6Z8ZNQ

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-16806] Book SM 16951, p. 0725, Printed 12/03/2009. Online 03/07/2005.

Order Date: 09-24-2024
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6951-726

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

FD SURE \$ 5.00
RECORDING FEE 75.00
TOTAL 80.00
Rec'd BAGE TD Rcpt # 8477
Bik # 3001
Oct 17, 2002 10:13 am

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration. Includes rows for Purchase Price, Mortgage, Balance of Existing Mortgage, Full Cash Value, and various taxes.

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)(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)

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

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Daniel W. Quasney, Esquire
Firm: SAGAL, CASSIN, FILBERT & QUASNEY, P.A.
Address: 105 W. Chesapeake Avenue, Suite 400
Townson, MD 21204
Phone: (410) 823-1881

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
Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification
Transfer Number, Date Received, Geo. Map, Assigned Property No.
Year, Land, Buildings, Total
TAX NOT REQUIRED
Director of Assessments and Finance
BALTIMORE COUNTY, MARYLAND

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

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BEACHWOOD ESTATES
PHASE 2, SECTION 3

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

THIS DECLARATION AND AGREEMENT, made this 10th day of August, 2001, by and between **MID-ATLANTIC UTILITIES, LLC.**, a Maryland limited liability company with a business address of 10176 Baltimore National Pike, Suite 210, Ellicott City, Maryland 21042 ("the Utility Company"), and **GREENCOVE, LLC and BLUECOVE, LLC**, each with a business address of 2401 York Road; Timonium, Maryland 21093 (collectively "Developer").

WHEREAS, Developer by virtue of separate deeds each dated May 20, 1998 and recorded among the Land Records of Baltimore County in Liber 0012943, Folio 714 and Liber 0012943, Folio 717, respectively, is the owner, in fee simple, of forty-eight (48) single family building lots more particularly described below (the "Lots") in the "Resubdivision of Lots A and B, Beachwood Estates, Phase 2, Section 3" Subdivision (the "Subdivision"), situate in Baltimore County, Maryland; and

WHEREAS, as part of the scheme of development of the Subdivision, the Subdivision and/or the Lots have been or are to be provided with water pipes in the streets; all required transmission lines to appropriate water supply; the physical water connection from the water pipes in the streets to each individual lot line, and all other facilities relating to public water services required under the certain Utility Agreement or Public Works Agreement dated April 5, 1999 (the "Utility Agreement") between the Developer and Baltimore County (the "County") (all of such pipes, appurtenances, connections, facilities and associated components being herein referred to collectively as the "Water Facilities"); and sewer pipes in the streets, and the physical sewer connections from the sewer pipes in the streets to each individual lot line, and all other facilities relating to public sanitary sewer services required pursuant to the Utility Agreement (all of such pipes, connections and facilities being herein referred to collectively as the "Sewer Facilities"); and

Order: 73F6Z8ZNO

Order Date: 09-24-2024

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WHEREAS, the Utility Company has paid or has committed to pay the Developer One Hundred Thousand Eight Hundred Dollars (\$100,800.00) to aid in the construction of the Water and Sewer Facilities; and

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

WHEREAS, Developer and the Utility Company being entitled to do so under Section 26-246 of the Baltimore County Code have covenanted and agreed to establish charges and a lien relating thereto upon the Lots whereby the cost of the construction and installation of the Water Facilities and the Sewer Facilities is to be paid by the owner or owners of the Lots, their successors, personal representatives and assigns, in annual installments over a period of thirty-three (33) years. As used herein, the term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding those having such interest merely as security for the performance of an obligation. Owner shall for purposes hereunder be also defined as the party(ies) primarily liable from time to time for the payment of real estate taxes to the County for the Lot. Except for the proration of the first and last years as hereinafter set forth, payments are to be made in equal annual installments (each such annual installment, whether or not prorated, is referred to individually herein as a "Water Facilities Charge" and/or a "Sewer Facilities Charge" and collectively as the "Water Facilities Charges" and/or the "Sewer Facilities Charges"); and

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

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

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

enter into this Declaration and Agreement whereby the Developer will declare that the Lots hereinafter described (whether existing as of the date hereof or subsequently constructed) are subject to the covenants, agreements and charges hereinafter set forth, all as part of and in furtherance of the general scheme of development of the Lots owned by the Developer in the aforesaid Subdivision.

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

FIRST: The Developer does hereby declare that all of the following Lots are subject to the covenants, agreements, conditions, charges and liens hereinafter set out and said covenants, agreements, conditions, charges and liens shall run with the Lots and shall be binding upon the Developer and, upon the owners of each Lot, and their respective successors and assigns, and upon all the land described as follows:

BEING KNOWN AND DESIGNATED as Lots 402 through 423, inclusive, Lots 462 through 477, inclusive, Lots 513 through 521, inclusive, and Lot 526 as shown on the Plat entitled "Resubdivision of Lots A and B, Beachwood Estates, Phase 2, Section 3", which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber SM 71, Folio 98.

SECOND: Each of the Lots shall be subject to this Declaration and Agreement and the annual Water Facilities Charges and Sewer Facilities Charges, representing annual charges for the construction and installation of Water Facilities and Sewer Facilities for the Subdivision, the construction and installation of water and sewer pipes in the streets, and the connection from the water and sewer pipes in the streets of the Subdivision to the individual lot boundary lines, and water and sewer transmission lines as needed, which Water Facilities Charges and Sewer Facilities Charges shall constitute liens or encumbrances on the land or Lots with respect to which said charges are made.

THIRD: By acceptance of title of any of the land or any of the Lots described herein, the owner from the time of acquiring title thereto, whether or not it shall be so expressed in any deed conferring title to such owner, shall be held to have covenanted and agreed to pay to the Utility Company, its successors or assigns, all charges provided for in this Declaration and Agreement, due and unpaid at the time said owner acquires title, and all charges thereafter falling due as long as said owner shall hold title of record, without the right in any event to reimbursement from the Developer or the Utility Company for charges which said owner may pay in advance. The Water Facilities Charges and Sewer Facilities Charges together with interest, late fees and all costs incurred by the Utility Company in the collection of the same, including reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon) and

Order: 73F6Z8ZLNQ

Order Date: 09-24-2024

Document not for resale

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

FOURTH: The annual Water Facilities Charges and Sewer Facilities Charges described herein shall commence (the "Commencement Date") with respect to each Lot on the day of the initial conveyance of said Lot from the Developer to a grantee, including without limitation, any foreclosure by any party holding a mortgage or deed of trust encumbering a Lot or Lots or any deed or deeds in lieu of foreclosure. Said Water Facilities Charges and Sewer Facilities Charges shall terminate (except as to any unpaid Water Facilities Charges and/or Sewer Facilities Charges, interest, costs, late fees and attorneys' fees accruing) with respect to each Lot, thirty-three (33) years following the Commencement Date, unless sooner paid in full as hereinafter provided. Said Water Facilities Charges shall be paid annually by each Lot Owner to the Utility Company in equal installments of One Hundred Seventy-Five Dollars (\$175.00) per Lot per year and the Sewer Facilities Charges shall be paid annually by each Lot Owner to the Utility Company in equal installments of One Hundred Seventy-Five Dollars (\$175.00) per Lot per year. The aggregate annual installment due for the Water and Sewer Facilities Charges being Three Hundred Fifty Dollars (\$350.00). The annual Water Facilities Charges and the Annual Sewer Facilities Charges shall be due and payable in advance on the first (1st) day of January of every year; provided, however, that the first year's payment shall be due and payable on the Commencement Date and shall be prorated according to the number of days from the Commencement Date to December 31st of the year of the Commencement Date and the 34th year's payment shall be the applicable annual payment less the prorated amount paid for the first year.

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

SIXTH: If any such Water Facilities Charges and/or Sewer Facilities Charges remain unpaid for thirty (30) days after becoming due, there shall be a late charge of one and one-half (1.5%) per month, beginning thirty (30) days after the charges are

due. The Utility Company may collect the Water Facilities Charges and Sewer Facilities Charges, the applicable late charges plus all costs incurred by the Utility Company associated with the collection of the Water Facilities Charges and Sewer Facilities Charges and reasonable attorneys' fees by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. The Utility Company may sue, or file a bill in equity to enforce such charges, and accrued and unpaid late fees or interest, and the costs of collection including reasonable attorneys' fees and expenses, against the owner of record at the time such charges became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property. The lien established hereby in favor of the Utility Company, its successors and assigns and the costs of collection, including reasonable attorneys' fees and expenses, shall be enforceable by the Utility Company, its successors and assigns, under the Maryland Contract Lien Law, Title 14, Subtitle 2, Real Property Article, Annotated Code of Maryland, or any similar law which may subsequently be enacted, or the Utility Company may foreclose the lien against the property by sale pursuant to Title 14 of the Maryland Rules of Procedure.

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

EIGHTH: If an owner of all or a portion of the subdivision, or any of the Lots sells, assigns, transfers or otherwise disposes of such property, the Owner shall (a) provide notice to its successor in sales information and any purchase agreement of the terms and conditions of the assessment set forth herein, in accordance with the requirements of Section 26-247 of the Baltimore County Code; and (b) require that the notification be included in any future sale, transfer, assignment or disposition of the property. In the event any such Owner fails to comply with the conditions set forth in this ITEM EIGHTH, the Owner shall be responsible for payment of the full aggregate amount of the Water Facilities Charges and Sewer Facilities Charges pertaining to the Lot made part of such disposition.

NINTH: The Utility Company shall have the right to assign, transfer, pledge or in any fashion encumber to any party its right to assess and collect any of the charges set forth herein.

Order: 73F6Z8ZNO

Order Date: 09-24-2024

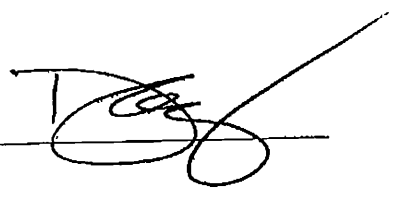
Document not for resale

0005476 707

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

WITNESS/ATTEST:

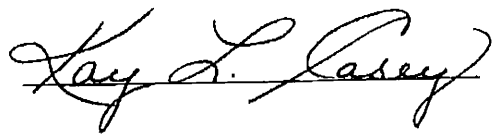
UTILITY COMPANY:
MID-ATLANTIC UTILITIES, LLC,
a Maryland Limited Liability Company



By: *Duane E. Zentgraf* (SEAL)
Duane E. Zentgraf, Member

DEVELOPER:
GREENCOVE, LLC,
a Maryland Limited Liability Company

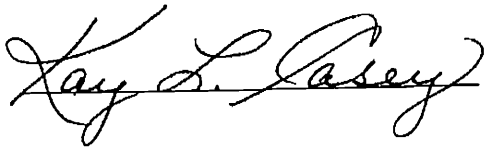
By: Stephen Homes at Beachwood Estates, LLC



By: *Donald R. Stephen* (SEAL)
Donald R. Stephen, Managing Member

BLUECOVE, LLC,
a Maryland Limited Liability Company

By: Stephen Homes at Beachwood Estates, LLC



By: *Donald R. Stephen* (SEAL)
Donald R. Stephen, Managing Member

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

I HEREBY CERTIFY, that on this 10th day of AUGUST, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Duane E. Zentgraf, who acknowledged himself to be the Member of MID-ATLANTIC UTILITIES, LLC, (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing in my presence the name of the Company by himself as Member.

Order: 73F6202HQ
Order Date: 09-24-2004
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0005476 708

AS WITNESS, my hand and Notarial Seal.

Melanie Denk
Notary Public



My Commission Expires: 8/1/02

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

I HEREBY CERTIFY, that on this 10th day of August, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Donald R. Stephen, who acknowledged himself to be the Managing Member of Stephen Homes at Beachwood Estates, LLC, the Managing Member of Greencove, LLC (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company for the purposes therein contained, by signing in my presence the name of the Company by himself as Managing Member of Stephen Homes at Beachwood Estates, LLC.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public

My Commission Expires: 06-28-03

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

I HEREBY CERTIFY, that on this 10th day of August, 2001, before me, the undersigned, a Notary Public in and for the City/County aforesaid, State of Maryland, personally appeared Donald R. Stephen, who acknowledged himself to be the Managing Member of Stephen Homes at Beachwood Estates, LLC, the Managing Member of Bluecove, LLC (the "Company"), and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the Company for the purposes therein contained, by signing in my presence the name of the Company by himself as Managing Member of Stephen Homes at Beachwood Estates, LLC.

AS WITNESS, my hand and Notarial Seal.

Kay L. Casey
Notary Public

My Commission Expires: 06-28-03

n:\sys\ball\wp\lssmith\dwq\mid-atlantic utilities\beachwood.dec

09699.03

LAW OFFICES
WARTMAN, OMANSKY, BLIBAUM,
SIMONS, FASSUNT & SAO

Order: 73F6Z8ZNOQ

BALTIMORE COUNTY CIRCUIT COURT (Records) [MSA CE 62-15331] Book SM 15476, p. 0718, Printed 12/03/2009. Online Address: 3700 Sea Pines Rd
03/07/2005. TOWSON, MARYLAND 21285-6724

Order Date: 09-24-2024
Document not for resale

0015476 719

State of Maryland Land Instrument Intake Sheet
Baltimore City County

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
25.00
25.00
Rec't # 37730
816 # 1846
03:05 PM

1 Type(s) of Instruments: Deed, Mortgage, 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/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, and Transfer and Recordation Tax Consideration.

5 Fees: Table with columns for Amount of Fees, Doc. 1, Doc. 2, and Agency. Includes rows for Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other, and Tax Bill.

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), Location / Address of Property Being Conveyed (2), Other Property Identifiers (if applicable), Water Meter Account No., Residential or Non-Residential, Fee Simple or Ground Rent, Amount, Partial Conveyance?, Description/Amt. of SqFt/Acreage Transferred.

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: Melanie Dentz, Firm: WOLBSCS, Address: PO BOX 6724, Towson MD 21285, Phone: (410) 823-0111, Return to Contact Person, Hold for Pickup, Return Address Provided

11 Assessment Information: 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: Terminal Verification, Agricultural Verification, Whole/Part, Tran. Process Verification, Transfer Number, Date Received, Deed Reference, Assigned Property No., Year, Geo., Map, Sub, Block, Land, Zoning, Grid, Plat, Lot, Buildings, Use, Parcel, Section, Ooc. Cd., Total, Ex. St., Town Cd.

BodieNagle
ATTORNEYS AT LAW

THOMAS G. BODIE

JOHN J. NAGLE III*

THOMAS J. DOLINA**

CHESTER H. HOBBS, IV*

MICHAEL PAUL SMITH

MICHAEL G. DEHAVEN*

WINN C. FRIDDELL

LOUIS E. GRENZER, JR.*

REBECCA A. FLEMING

CHRISTOPHER W. KEELTY

DANIEL W. POWELL

TRACY A. GILMORE

Of Counsel:

WALLACE DANN

September 26, 2006

RECEIVED
SEP 27 2006

BY:

Marc Boyd
Property Manager
MRA Property Mangement, Inc.
3445-C Box Hill Corporate Center Drive
Abingdon, Maryland 21009

Re: **Russell Burruss, et ux v. Beachwood Estates Homeowners
Association, Inc.**
Case No. 03-C-00-005007

Dear Mr. Boyd:

Enclosed please find the original Quitclaim Deed, which was recorded in the land records of Baltimore County relative to the above-referenced matter. Per our conversation, it is my understanding that you will forward this deed to the Beachwood Estates Homeowners Association Board. This should bring this matter to a close.

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

*Also Admitted in DC

**Also Admitted in CO

Very truly yours,

Louis E. Grenzer, Jr.

MARTIN J. SMITH
(1938-1992)

LEG: cas

C. ARTHUR EBY, JR.
(Retired)

Enclosure

The Transferor (Grantor) herein is a resident of the State of Maryland and claims exemption from the tax withholding requirements of Section 10-912 of Maryland's Tax General Article.

In accordance with Section 10-912(b)(2) of the Tax General Article of the Annotated Code of Maryland, the Transferor (Grantor) declares that the actual amount of "total Payment" received is \$2,500.00 Dollars.

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

QUITCLAIM DEED

THIS QUITCLAIM DEED, dated May 22, 2006 from SHIRLEY BURRUSS, Grantor, to BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., Grantee.

WHEREAS, a dispute arose between Russell Burruss and Shirley Burruss, (hereinafter called "Burruss"), with Beachwood Estates Homeowners Association, Inc., (hereinafter called "HOA"), as to the right of adverse possession of Burruss in and to certain lands titled in the name of HOA, and as a result thereof, Burruss filed a Complaint in the Circuit Court for Baltimore County, 03-C-00-005007, naming HOA as one of the defendants; and,

WHEREAS, by Order of the Circuit Court for Baltimore County dated September 16, 2005, the Court determined that Burruss had established title by adverse possession to certain land owned by HOA, lying within a fence, as more particularly set forth on a survey plat prepared by Gerhold, Cross & Etzel, Ltd., Registered Professional Land Surveyors of Towson, Maryland; and,

WHEREAS, by said Order of September 16, 2005, the Court further determined that Burruss was entitled to an easement for reasonable and necessary ingress and egress across the land of HOA for access to that land within the fence; and,

WHEREAS, by said Order of September 16, 2005 the Court also determined that Burruss had not established title by adverse possession to the remainder of the land described in the

REVIEWED SDAT
BY A.S. 5/25/06
DATE

Complaint outside of the fence; and,

WHEREAS, Russell and Shirley Burruss being husband and wife, under Maryland law, any right, title and interest to real estate is presumed to have been acquired by them as tenants by the entirety; and,

WHEREAS, Russell Burruss died on Feb. 24, 2006, thereby vesting the Grantor, Shirley Burruss, with all right, title and interest in and to the aforesaid land; and,

WHEREAS, the parties have reached an agreement whereby, in consideration of payment of the sum of TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) to Shirley Burruss, Shirley Burruss grants unto HOA all of her right, title and interest in and to the aforesaid fenced area, and any and all easement rights for ingress and egress to the aforesaid fenced area, as well as any other right, title or interest in and to any of the lands of HOA, which it may now have, or have had at any time by adverse possession, or by virtue of the Order of the Circuit Court for Baltimore County dated September 16, 2005, or otherwise.

WITNESSETH: In consideration of the sum of TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) paid this date by Grantee to Grantor, the said Shirley Burruss, Grantor, does hereby grant, convey, release, assign and quitclaim unto BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns, any and all rights and interests she may have to all those lots or parcels of ground situate, lying and being in the 15th Election District of Baltimore County, State of Maryland, aforesaid, and described as follows, that is to say:

All those areas depicted as "H.O.A. OPEN SPACE" on the following plats:

1. Plat entitled, "FIRST AMENDED, BEACHWOOD ESTATES, PHASE ONE - SECTION ONE" and recorded among the Land Records of Baltimore County, in Liber S.M. 68, folio 98, containing a total of 0.8642 acres, more or less; and,

Order: 73F6Z8ZLNQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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2. Plat entitled, "PLAT 1 OF 4, BEACHWOOD ESTATES" and recorded among the Land Records of Baltimore County, in Liber S.M. 69, folio 22, containing a total of 0.6666 acres, more or less; and,

3. Plat entitled, "PLAT 3 OF 4, BEACHWOOD ESTATES" and recorded among the Land Records of Baltimore County, in Liber S.M. 69, folio 24, containing a total of 12.9166 acres, more or less; and,

4. Plat entitled, "PLAT 4 OF 4, BEACHWOOD ESTATES" and recorded among the Land Records of Baltimore County, in Liber S.M. 69, folio 25, containing 1.6060 acres, more or less; and,

5. Plat entitled, "BEACHWOOD ESTATES, PHASE ONE-SECTION THREE" and recorded among the Land Records of Baltimore County, in Liber S.M. 60, folio 27, containing a total of 0.9463 acres, more or less; and,

BEING all those lots or parcels of land which by Deed dated February 14, 2001 and recorded among the Land Records of Baltimore County in Liber 15410, Folio 740 was granted and conveyed by Beachwood Estates, L.L.C. unto Beachwood Estates Homeowners Association, Inc., the grantee herein.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises hereby conveyed unto the said BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

WITNESS the hand and seal of the Grantor.

WITNESS:

Sheryl Armillee

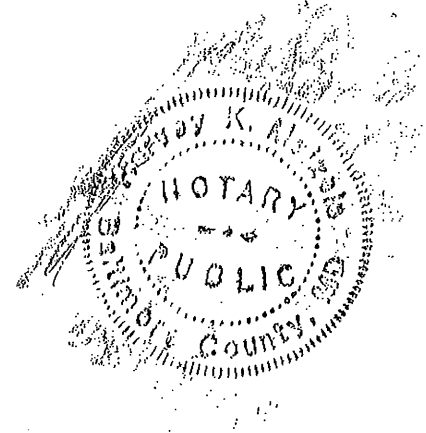
Shirley Burruss (SEAL)
SHIRLEY BURRUSS

STATE OF MARYLAND, COUNTY OF Baltimore, To Wit:

I HEREBY CERTIFY that on this 22 day of May, 2006, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared **SHIRLEY BURRUSS**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within Deed, and made oath in due form of law and acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 2, 1, 10

The undersigned hereby certifies that the instrument was prepared by him or under his supervision and that he is an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
Chester H. Hobbs, Esquire

After Recording Return to:
Chester H. Hobbs, IV
Bodle, Nagle, Dolina, Smith & Hobbs, P.A.
21 W. Susquehanna Avenue
Towson, MD 21204
(410) 823-1250
File No. 21121.2

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)

Court Clerk Recording Validation

FD SURE \$ 20.00
 RECORDING FEE 20.00
 TAX STATE 12.50
 TOTAL 52.50
 Rpt # 75947
 Blk # 5468
 01:51 PM
 25, 2006

1. **Type(s) of Instruments** (Check Box if addendum Intake Form is Attached)
 Deed Mortgage Other _____
 Deed or Trust Lease Other _____

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

4. **Consideration and Tax Calculations**

Consideration Amount		Finance Office Use Only	
		Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	\$ 2500.00	Transfer Tax Consideration	\$
Any New Mortgage	\$	X () % =	\$
Balance of Existing Mortgage	\$	Less Exemption Amount	\$
Other:	\$	Total Transfer Tax	\$ 37.50
Other:	\$	Recordation Tax Consideration	\$
Full Cash Value:	\$	X () per \$500 =	\$ 12.50
		TOTAL DUE	\$

5. **Fees**

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ 20.00	\$	
Surcharge	\$ 20.00	\$	
State Recordation Tax	\$ 12.50	\$	
State Transfer Tax	\$ 12.50	\$	
County Transfer Tax	\$ 37.50	\$	
Other	\$	\$	
Other	\$	\$	
Other	\$	\$	

REVIEWED SDAT

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 (5)
15	2300004352	15410/740	104	423	
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.
Brookwood Estates				3	69/27
Location/Address of Property Being Conveyed (2)					
Greencove Circle					
Other Property Identifiers (if applicable)				Water Meter Account No.	
22-00-028562					
Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/>	Fee Simple <input checked="" 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)		
C. Clarke, Process					

Order: 731-6282NQ
 Address: 9300 Sea Point Rd
 Order Date: 09-24-2024
 Document Not for resale
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MARYLAND HOMEOWNERS' ASSOCIATION ACT
DISCLOSURE STATEMENT

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

The disclosures set forth in this Disclosure Statement are made by BEACHWOOD I LIMITED PARTNERSHIP, a Maryland limited partnership, (the "Declarant") the developer of the subdivision known as BEACHWOOD ESTATES (the "Development") located in Baltimore County, Maryland.

This Disclosure Statement is provided to you in accordance with the requirements of the Maryland Homeowners Association Act (the "Act"), Md. Real Prop. Code Ann. Section 11B-101, et seq. (1996). The Act requires that the Declarant disclose to you at or before the time the contract is entered into, or within seven calendar days of entering into the contract, certain information concerning the Development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-105(b) of the Act. By purchasing a lot within this Development, you will automatically be subject to various rights, responsibilities and obligations, including the obligation to pay certain assessments to BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC. (the "Association"). You should review the disclosures carefully to ascertain your rights, responsibilities and obligations within the Development.

The following Association documents (the "Documents") are attached hereto and the materials set forth in each Document is incorporated in this Disclosure Statement by reference:

- a. Articles of Incorporation of Beachwood Estates Homeowners Association, Inc.
- b. By-Laws of the Beachwood Estates Homeowners Association, Inc.;
- c. Declaration of Covenants, Conditions and Restrictions of Beachwood Estates Homeowners Association, Inc. dated August 1, 1996, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. 0011801, folio 584 et seq., as amended by the following (collectively the "Declaration");
- d. First Amendment to the Declaration dated May 16, 1997, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 12185, folio 656 et seq.;
- e. Second Amendment to the Declaration dated December 22, 1997, and recorded among the Land Records of Baltimore County in Liber S.M. 12617, folio 459 et seq.;
- f. Third Amendment to the Declaration dated _____, and

Order: 3258387210
Address: 9300 Sea Point Rd
Order Date: 01/21/2004

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recorded among the Land Records of Baltimore County in Liber S.M. _____, folio _____;

g. Projected Operating Budget for the Association for the current fiscal year which includes a line item for replacement reserves storm water management and signage;

h. Projected Budget of the Association based upon the Development fully expanded in accordance with the expansion rights reserved in the Declaration, excluding the assessment for Recreational Facilities, as hereinafter defined; and

i. Projected Budget of the Association based upon the Development fully expanded in accordance with the expansion rights reserved in the Declaration, including the assessment for Recreational Facilities.

These disclosures also include the following Recorded Subdivision Plats (collectively the "Record Plats"):

<u>Title</u>	<u>Recording Reference</u>
(1) First Amended Beachwood Estates Phase I- Section I	S.M. 68, folio 98
(2) Beachwood Estates Phase I-Section II	S.M. 69, folio 23
(3) Beachwood Estates Phase I-Section II	S.M. 69, folio 25
(4) Plat 1 of 2 Beachwood Estates Phase II - Section I	S.M. 70, folio 6
(5) Plat 2 of 2 Beachwood Estates, Phase II - Section I	S.M. 70, folio 7

The obligations contained in these Documents will become the obligations of and will be enforceable against an owner of a lot in the Development and the owner's tenants. Much of the information required by the Act is embodied in the Documents and is being repeated in this Disclosure for purposes of clarity; however, you should thoroughly read all of the Documents.

In addition to the Documents, the Declarant makes the following disclosures:

1. The Declarant is Beachwood I Limited Partnership. The name and address of the general partner is:

Stephen Homes at Beachwood Estates, LLC
4603 Compass Point Road
Belcamp, Maryland 21017

Order Date: 09-24-2024

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2. The Development will be governed by a Homeowners' Association known as Beachwood Estates Homeowners Association, Inc., a Maryland corporation. The name and address of the Maryland resident agent for the Association is:

MRA Property Management
42 North Main Street, Suite 200
Bel Air, Maryland 21014

3. (i) The Development is located in the Fifteenth Election District of Baltimore County, Maryland and consists of one hundred and forty five (145) acres, more or less, as shown on the Record Plats, and includes those portions of the Additional Land described in Exhibit B of the Declaration which have been annexed to the Development. The Development may also include, subject to annexation, those remaining portions of Additional Land. The minimum and maximum number of lots expected to be in the Development are 145 and 355, respectively (the "Lots"). The Lots in the Development are presently intended to contain single family units and the Development will also contain open space areas that will be owned or managed by the Association (the "HOA Common Areas"). Each Lot will be owned in fee simple by a homeowner (the "Owner").

(ii) The Declarant contemplates (but is not obligated) constructing a swimming pool, clubhouse and related facilities ("Recreational Facilities") for the use of Owners in the Development once 200 Lots are conveyed to Class A Members, in accordance with the terms of the Agreement by and between Beachwood Estates Homeowners Association, Inc. and Declarant and the Deed of Easement by and among Beachwood Estates Homeowners Association, Inc., Beachwood North Homeowners Association, Inc. and Declarant, recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 0011801, folio 655 et seq. In the event Declarant constructs the Recreational Facilities, all Owners in the Development shall be required to pay for the maintenance, insurance and related expenses of the Recreational Facilities, which expenses are more particularly described in the attached projected budgets. However, the use of the Recreational Facilities shall be voluntary for the residents of Beachwood North Homeowners Association, Inc., and to the extent any resident of Beachwood North Homeowners Association, Inc., desires to use the Recreational Facilities, such resident shall be obligated to pay to Beachwood Estates Homeowners Association, Inc. the cost of such use.

(ii) Declarant does not own property contiguous to the Development which will be dedicated to public use.

4. The Development will not be within or a part of another development.

5. The Declarant, pursuant to the Declaration, reserved the right to annex the Additional Property described in Exhibit B of the Declaration to the Development for a period of seven (7) years following the date of the Declaration. It is anticipated that approximately 355 lots

Order: 73F6Z8ZNG

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will be contained in the Development.

6. It is anticipated that the Association shall own and be responsible for maintaining the HOA Common Areas, including grassy areas, Recreational Facilities with improvements (if constructed) and, prior to its dedication to the County, the storm water system for the Development as shown, designated and located on the Record Plats. The HOA does not and is not expected to own, lease or maintain any other property.

7. The current mandatory annual assessment (the "Assessment") per Lot for use, maintenance and operation of the HOA Common Areas and for other purposes related to the Association is anticipated to be One Hundred and Twenty Dollars (\$120.00). The anticipated Assessment for each Lot upon completion of all Lots in the Development and the Recreational Facilities is Three Hundred Dollars (\$300.00). In addition to the Assessment, the Association may levy in any year a special assessment, applicable for that year only, for the purpose specified in Section 8.4 of the Declaration. Declarant is obligated to pay 25% of the annual and special assessments for Lots owned by them.

8. Information about the zoning and any other land use restrictions which may affect the Development may be obtained by contacting the Office of Planning and Zoning for Baltimore, Maryland, whose address is: County Courts Building, Room 406, 401 Bosley Avenue, Towson, Maryland 21204; (410) 887-3211.

9. (i) With respect to each Lot, mandatory annual assessments payable by Owners shall commence upon conveyance of a Lot to an Owner.

(ii) Assessments may be increased by the following procedure: Assessments may be increased by ten percent (10%) or less above the assessment for the previous year by action of the Board of Directors, or more than ten percent (10%) by an affirmative vote of two-thirds (2/3) of each class of members of the Association, voting in person or in proxy, at a meeting called for that purpose.

(iii) The Board of Directors shall set the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period, subject to the power to retroactively establish such assessment beyond the 30 day period as more fully set forth in the Declaration. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Due dates shall be established by the Board of Directors. Late charges may be collected after payment of any assessment shall be thirty (30) days past due.

(iv) Unpaid assessments shall remain the personal obligation of each Owner.

(v) Any assessments not paid within thirty (30) days after the due date shall bear interest until paid at the rate of twelve percent (12%) per annum.

(vi) Any unpaid assessments may also be collected pursuant to the terms of the Maryland Contract Lien Act.

(vii) Any unpaid assessments are due with interest, late charges, costs and reasonable attorneys' fees, which shall be a charge upon the Lot and shall be a continuing lien upon the Lot against which the assessment is made. However, assessments, together with interest, costs, and reasonable attorney's fees, shall also remain the personal obligation of the Owner of each Lot. The Association may also suspend an Owner's voting rights during the period that assessments remain unpaid, as well as avail itself of all available legal and equitable remedies.

10. There shall also be an initial working capital contribution to the Association collected from Owners at settlement for each Lot in the amount of Thirty Dollars (\$30.00) to be used for start-up expenses and operating contingencies.

11. Article V of the Declaration reserves special right and exemptions to the Declarant including, among other things,:

(i) the right to grant easements for the installation and maintenance of pipes, mains, conduits, drains, lines or other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television and other public utilities on, over, or under the Development;

(ii) the right to use any and all portions of the Development other than those Lots conveyed to Owners, including any Common Area which may have previously conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Development;

(iii) the right to pay a reduced assessment for Lots owned by them; and

(iv) an exemption from all use restrictions and architectural control provisions contained in the Declaration.

The Buyer(s) acknowledge(s) receipt of copies of the following Documents and all other disclosures required by the Act relating to the Lot and the Association, to which he or she will become obligated upon becoming an Owner of the Lot:

- (1) Articles of Incorporation of Beachwood Estates Homeowners Association, Inc.;
- (2) By-Laws of Beachwood Estates Homeowners Association, Inc.;
- (3) Declaration of Beachwood Estates Homeowners Association, Inc., and all amendments thereto;
- (4) 1999 Projected Operating Budget of the Beachwood Estates Homeowners Association, Inc.;

(5) Projected Budget of the Beachwood Estates Homeowners Association, Inc. for the fully expanded Development, excluding assessments for Recreational Facilities.

Order: 73F6Z8ZNO

Address: 9300 Sea Point Rd

Order Date: 09-24-2024

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33:33:02;03/04/99
9330304U;0562-12308

(6) Projected Budget of the Beachwood Estates Homeowners Association, Inc.
for the fully expanded Development, including assessments for Recreational Facilities.

Date

Buyer

Date

Buyer

33:33:02;03/04/99
9330304U;0562-12308

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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FILE: BEACHWOOD
DOCUMENT FILE

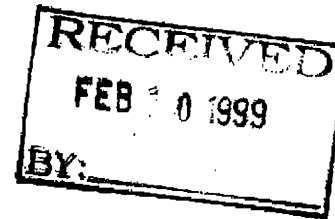
LEAF & MAHONEY, P.A.

- Attorneys at Law -

112 S. MAIN STREET, SUITE 102
BEL AIR, MARYLAND 21014-3853

MICHAEL E. LEAF
KEVIN J. MAHONEY
LAURA L. HENNINGER
JOHN C. DULEY, III

(410) 838-2333 Bel Air
(410) 893-2333 Baltimore
Maryland Toll Free
(800) 540-6139
Telecopier (410) 893-0795
www.lmpa.com



February 9, 1999

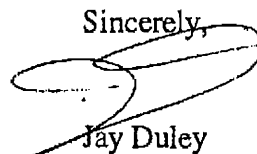
Ms. Joanne Weber
Stephen Homes, Inc.
4603 Compass Point Road
Belcamp, Maryland 21017

Re: Beachwood Estates Homeowners Association, Inc.
Our File No. 0562-12767

Dear Joanne:

Please find enclosed herewith the certificate from the State Department of Assessments and Taxation confirming that the requested changes have been approved and recorded. Please contact me if you have any questions.

With best regards, I am

Sincerely,

Jay Duley

9320209Z.01
Enclosure
cc:
Mr. Fred Traut
Enclosure

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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MARYLAND
 STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
 301 W. PRESTON ST., BALTIMORE, MARYLAND 21201 / PHONE (410) 767-1340
 NOTE : NEW PHONE NUMBER (410) 767-1340
 THE CHANGE OF RESIDENT AGENT & ADDRESS AND PRINCIPAL OFFICE
 BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION THIS 25TH DAY OF JANUARY, 1999, AT 9:30 A.M. AND WILL BE RECORDED.

RECORDING FEE

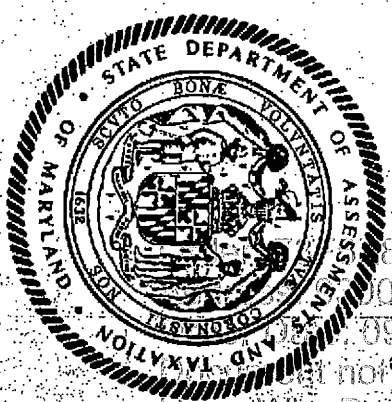
FEE PAID

AMOUNT

10.00

YOUR ACCOUNT NUMBER WITH THIS OFFICE IS	D4497608
ACKNOWLEDGEMENT NUMBER	14703128017

THIS IS NOT A BILL



IF COPIES OR CERTIFICATES WERE ORDERED THEY WILL BE FORTHCOMING

TOTAL →

\$10.00

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.
RESOLUTION REGULATING NONPAYMENT OF ASSESSMENTS

WHEREAS, Article VII of the By-Laws for Beachwood Estates Homeowners Association, Inc. sets forth certain limitations on use of property which may be modified or regulated by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following procedures are hereby adopted to apply to Article VII of the By-Laws inclusive of Beachwood Homeowners Association, Inc.:

"Reasonable attorneys fees are herewith set at the rate of thirty percent (30%) of the total amount due and owing by the Owner of the property. "

This Resolution of the Board of Directors may be executed in counterparts.

PRESIDENT: _____

SECRETARY: _____

I HEREBY CERTIFY that on this 27th day of April, 2000, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Donald R. Stephen and Richard C. Tracey who acknowledged that he/she, is the President and Secretary respectively of Beachwood Estates Homeowners Association, Inc. and that he/she as President and Secretary, being authorized to do so, executed the foregoing instrument by signing for the corporation by himself herself, as President and Secretary.

AS WITNESS WHEREOF, I have hereunto set my Hand and Notarial Seal.

Kay L. Casey
NOTARY PUBLIC

My Commission Expires: 06-28-03

MAY 2 2000

Circuit Court for
BALTIMORE COUNTY
Clerk of the Court,
SUZANNE HENSH
COUNTY COURTS BUILDING
401 HOBLEY AVE., P.O. BOX 6754
TOWSON, MD 21285-6754
(410) 897-2601

Instrument Intake Sheet

Baltimore
Clerk's Office, State Department of
County Finance Office only.
All Copies Must Be Legible
(to Form is Attached)

Other Isra. Conveyance Other _____
 Multiple Accounts Not an Arms-
 Arms-Length Length Sale

IMP. FD SURE \$ 2.00
 RECORDING FEE 28.00
 TOTAL 30.00
 Recpt # 37343
 Blk # 2529

Transaction Block:	2529	AMOUNT
DECLARATION/RY LAWS		2.00
IMP FD SURE #2		28.00
RECORDING FEE 20		28.00
SUBTOTAL:		22.00
Transaction Block:	2530	AMOUNT
COPIES		4.50
PHOTOCOPY-A		4.50
SUBTOTAL:		4.50
TOTAL CHARGES:		26.50
PAYMENTS		
CHECK	26.50	
TOTAL TENDERED:		26.50

Cashiers: 501 Reg # BA03
 Rcpt # 37343
 Date: May 20, 1997 Time: 09:31 am

Transfer and Recordation/Tax Consideration	
Transfer Tax Consideration	\$
Less Exemption Amount	\$
Total Transfer Tax	\$
Recordation Tax Consideration	\$
TOTAL DUE:	\$
Doc. 1	Doc. 2
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
Grantor: Liber/Full	Map
Lot (3a)	Block (3b) Set/A (3c)
Plat Ref.	SqFt/Acreage (4)
Location/Address of Property Being Conveyed (2)	

SI
 aut
 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).

Other Property Identifiers (if applicable)		Water Meter Account No.
Residential <input 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 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)	
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)	
Instrument Submitted By: Contact Person		
Name: <u>Myles Lichtenberg</u>	<input type="checkbox"/> Return to Contact Person	
Firm: <u>Concord Title + Escrow Co.</u>	<input checked="" type="checkbox"/> Hold for Pickup	
Address: <u>7920 Mc Donogh Rd. Ste. 203</u>	<input type="checkbox"/> Return Address Provided	
<u>Owning Mills MD 3117</u>	Phone: <u>(410) 654-8888</u>	

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	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		
Terminal Verification	Agricultural Verification	Whole <input type="checkbox"/> Part <input type="checkbox"/>
Transfer Number:	Date Received:	Reid Balance:
Year	12	12
Land	Water	Other
Buildings	Use	Parcel
Total	Town Cd.	Ex. St.
Block	Sub	Map
Lot	Plat	Section
Sec. Cd.	Block	Parcel

5-20-97
 J. J. J. J.
 33C

Flood Insurance
Beachwood Estates Homeowners Association

Order: 73F6ZBZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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HomeAdvisor.com

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

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Insurance Dec Page
Beachwood Estates Homeowners Association

Order: 73F6/BZNO
Address: 9300 Sea Point Rd
Order Date: 09/24/2024
Document not for resale
HomeVest.com



COMPANY: Harford Mutual Insurance Company

POLICY NUMBER: MP10642986

RENEWAL OF: MP10642986

NAMED INSURED AND MAILING ADDRESS

BEACHWOOD ESTATES, HOA, INC.
3103 EMMORTON RD
C/O MRA PROPERTY MANAGEMENT
ABINGDON, MD 21009

AGENCY NAME AND ADDRESS

1319-BAS BB&K OF MARYLAND INC
1614 E CHURCHVILLE RD
BEL AIR, MD 21015
(410) 638-8525

Policy Period: From 10/23/2023 to 10/01/2024 at 12:01A.M. Standard Time at your Mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

BUSINESS INFORMATION

FORM OF BUSINESS: Corporation

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

TOTAL POLICY PREMIUM:	\$6,946
COMMERCIAL PROPERTY COVERAGE PART:	\$1,456
COMMERCIAL GENERAL LIABILITY COVERAGE PART:	\$5,490
TERRORISM RISK INSURANCE ACT OF 2019:	\$0

FORMS AND ENDORSEMENTS: See Form Schedule

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATION(S), COVERAGE PART COVERAGE FORMS AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF COMPLETES THIS POLICY.

Countersigned:

(Authorized Representative) (Date)

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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(PAGE 1) POLICY: MP10642986
ISSUE DATE: 09/09/2023



COMPANY: Harford Mutual Insurance Company

POLICY NUMBER: MP10642986

RENEWAL OF: MP10642986

NAMED INSURED AND MAILING ADDRESS

BEACHWOOD ESTATES, HOA, INC.
3103 EMMORTON RD
C/O MRA PROPERTY MANAGEMENT
ABINGDON, MD 21009

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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

BLANKET LIMITS					
BLANKET BUILDING AND PROPERTY COMBINED LIMIT OF INSURANCE					\$282,500
DESCRIPTION OF PREMISES: Premises 1, Building 1					
PREMISES INFORMATION 4600 GREENCOVE CIRCLE DUNDALK, MD 21222 COUNTY: BALTIMORE			CONSTRUCTION: Frame PROTECTION CLASS: 3 WIND/HAIL DEDUCTIBLE: None		
OCCUPANCY: Swim Clubs					
COVERAGE	DEDUCTIBLE	COVERED CAUSE OF LOSS	CO-INSURANCE	LIMIT OF INSURANCE	PREMIUM
BUILDING	\$500	Special with Theft	90%	See Blanket Limit	\$388
REPLACEMENT COST CP0010					
PERSONAL PROPERTY YOURS	\$500	Special with Theft	90%	See Blanket Limit	\$170
REPLACEMENT COST WITH STOCK CP0010					

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Address: 9300 Sea Point Rd
Order Date: 09/24/2024
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Home/Wiseflow



DESCRIPTION OF PREMISES: Premises 1, Building 2					
PREMISES INFORMATION 4600 GREENCOVE CIRCLE DUNDALK, MD 21222 COUNTY: BALTIMORE			CONSTRUCTION: Frame PROTECTION CLASS: 3 WIND/HAIL DEDUCTIBLE: None		
OCCUPANCY: Swim Clubs					
COVERAGE	DEDUCTIBLE	COVERED CAUSE OF LOSS	CO-INSURANCE	LIMIT OF INSURANCE	PREMIUM
BUILDING	\$500	Special with Theft	90%	See Blanket Limit	\$16
REPLACEMENT COST CP0010					
PERSONAL PROPERTY YOURS	\$500	Special with Theft	90%	See Blanket Limit	\$103
REPLACEMENT COST WITH STOCK CP0010					

DESCRIPTION OF PREMISES: Premises 1, Building 3					
PREMISES INFORMATION 4600 GREENCOVE CIRCLE ADULT & KID'S POOLS DUNDALK, MD 21222 COUNTY: BALTIMORE			CONSTRUCTION: *BLANK* PROTECTION CLASS: 3 WIND/HAIL DEDUCTIBLE: None		
OCCUPANCY: Swimming Pools in the Open - In Ground - Other than Concrete or Metal					
COVERAGE	DEDUCTIBLE	COVERED CAUSE OF LOSS	CO-INSURANCE	LIMIT OF INSURANCE	PREMIUM
BUILDING	\$500	Special with Theft	90%	See Blanket Limit	\$779
REPLACEMENT COST CP0010					

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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IMPORTANT NOTICES TO POLICYHOLDERS

- ILMD0001 (0422) Important Policyholder Information Concerning Billing And Policy Fees - Maryland
- ILMD0003 (0720) Claims History Advisory Notice to Policyholders
- ILMS0001 (0720) Flood Insurance - Notice to Policyholders
- ILMS0003 (0720) U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
- ILMS0016 (0521) Customer Privacy Notice
- ILMS10-2 (0310) Notice to Policyholders Regarding Renewal Policies
- ILMS14-2 (0714) Notice to Policyholders Regarding Inflation Protection and Building Values
- ILN167 (0113) Maryland Fraud Statement

**COMMERCIAL PROPERTY FORMS SCHEDULE
FORMS AND ENDORSEMENTS APPLYING TO AND MADE A PART OF THIS POLICY AT TIME OF ISSUE**

- CP0010 (1012) Building And Personal Property Coverage Form
- CP0090 (0788) Commercial Property Conditions
- CP0140 (0706) Exclusion of Loss Due to Virus Or Bacteria
- CP1030 (0917) Causes Of Loss - Special Form
- CP1075 (1220) Cyber Incident Exclusion
- CP9903 (1219) Cannabis Exclusion
- CPHG42 (0413) Green Environmental And Efficiency Improvements
- CPHG46 (0913) Exclusion of Loss Due to By-Products of Production or Processing Operations for Rental Properties
- IL0017 (1198) Common Policy Conditions
- IL0207 (1217) Maryland Changes
- IL0953 (0115) Exclusion of Certified Acts of Terrorism
Fire Exception States: GA, NC, NJ & WV
Coverage Part: Commercial Property

- ILHG0018 (0823) Statement of Values

Order: 7306213290
Address: 9300 Sea Point Dr
Order Date: 09-24-2024
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From: W/10/1/2024



COMPANY: Harford Mutual Insurance Company

POLICY NUMBER: MP10642986

RENEWAL OF: MP10642986

NAMED INSURED AND MAILING ADDRESS

BEACHWOOD ESTATES, HOA, INC.
3103 EMMORTON RD
C/O MRA PROPERTY MANAGEMENT
ABINGDON, MD 21009

AGENCY NAME AND ADDRESS

1319-BAS BB&K OF MARYLAND INC
1614 E CHURCHVILLE RD
BEL AIR, MD 21015
(410) 638-8525

Policy Period: From 10/23/2023 to 10/01/2024 at 12:01A.M. Standard Time at your Mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

EACH OCCURRENCE	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$100,000	(ANY ONE PREMISES)
MEDICAL EXPENSE	\$5,000	(ANY ONE PERSON)
PERSONAL AND ADVERTISING INJURY	\$1,000,000	(ANY ONE PERSON OR ORGANIZATION)
GENERAL AGGREGATE	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000	

ADDRESS OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: SEE LIABILITY SCHEDULE

FORMS AND ENDORSEMENTS: SEE FORM SCHEDULE

PREMIUM - TOTAL ANNUAL ADVANCE PREMIUM: \$3,822

PREMIUMS

TOTAL ANNUAL PREMIUM

PREMISES/OPERATIONS	\$3,822
PRODUCTS/COMPLETED OPERATIONS	\$0
MEDICAL EXPENSE	\$0
TERRORISM RISK INSURANCE ACT OF 2019	\$0
ALL OTHER CHARGES	\$1,668

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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LIABILITY SCHEDULE:

CLASSIFICATION:		PREMIUM BASIS: Area		
46622	Parking - private			
LOCATION INFORMATION:				
BEACHWOOD ESTATES MORSE LANE & COVE RDS DUNDALK, MD 21222 County: BALTIMORE				
COVERAGE		EXPOSURE	RATE	PREMIUM
PREMISES/OPERATIONS		13,200	\$15.503	\$205
PRODUCTS/COMPLETED OPERATIONS		13,200		Included*
				NEW ANNUAL PREMIUM
PREMISES/OPERATIONS				\$205
PRODUCTS/COMPLETED OPERATIONS				\$0
MEDICAL EXPENSE				\$0
TERRORISM RISK INSURANCE ACT OF 2019				\$0

CLASSIFICATION:		PREMIUM BASIS: Each		
48925	Swimming Pools			
LOCATION INFORMATION:				
BEACHWOOD ESTATES MORSE LANE & COVE RDS DUNDALK, MD 21222 County: BALTIMORE				
COVERAGE		EXPOSURE	RATE	PREMIUM
PREMISES/OPERATIONS		1	\$560.136	\$560
PRODUCTS/COMPLETED OPERATIONS		1		Included*
				NEW ANNUAL PREMIUM
PREMISES/OPERATIONS				\$560
PRODUCTS/COMPLETED OPERATIONS				\$0
MEDICAL EXPENSE				\$0
TERRORISM RISK INSURANCE ACT OF 2019				\$0

Order: 737678/110
Address: 9200 Sea Point Rd
Order Date: 09-24-2024
Document not for resale
Commercial Office



CLASSIFICATION:		PREMIUM BASIS: Each Acre		
49451	Vacant Land - Other than Not-For-Profit			
LOCATION INFORMATION:				
BEACHWOOD ESTATES MORSE LANE & COVE RDS DUNDALK, MD 21222 County: BALTIMORE				
COVERAGE	EXPOSURE	RATE	PREMIUM	
PREMISES/OPERATIONS	20	\$1.668	\$33	
PRODUCTS/COMPLETED OPERATIONS	20		Included*	
			NEW ANNUAL PREMIUM	
PREMISES/OPERATIONS			\$33	
PRODUCTS/COMPLETED OPERATIONS			\$0	
MEDICAL EXPENSE			\$0	
TERRORISM RISK INSURANCE ACT OF 2019			\$0	

CLASSIFICATION:		PREMIUM BASIS: Units		
68500	Townhouse or Homeowner Associations (association risk only)			
LOCATION INFORMATION:				
BEACHWOOD ESTATES MORSE LANE & COVE RDS DUNDALK, MD 21222 County: BALTIMORE				
COVERAGE	EXPOSURE	RATE	PREMIUM	
PREMISES/OPERATIONS	279	\$10.839	\$3,024	
PRODUCTS/COMPLETED OPERATIONS	279		Included*	
			NEW ANNUAL PREMIUM	
PREMISES/OPERATIONS			\$3,024	
PRODUCTS/COMPLETED OPERATIONS			\$0	
MEDICAL EXPENSE			\$0	
TERRORISM RISK INSURANCE ACT OF 2019			\$0	

*PRODUCTS/COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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IMPORTANT NOTICES TO POLICYHOLDERS

- CGMS0010 (1222) Abuse or Molestation Exclusion - Advisory Notice to Policyholders
- CGMS0011 (0523) Advisory Notice to Policyholders Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
- ILMD0001 (0422) Important Policyholder Information Concerning Billing And Policy Fees - Maryland
- ILMD0003 (0720) Claims History Advisory Notice to Policyholders
- ILMS0003 (0720) U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
- ILMS0016 (0521) Customer Privacy Notice
- ILMS0022 (0721) EnviroPack Insurance Endorsement - Advisory Notice to Policyholders
- ILMS019 (1119) Understanding The Audit Process Could Save You Money
- ILMS10-2 (0310) Notice to Policyholders Regarding Renewal Policies
- ILMS93-1 (0908) Advisory Notice to Policyholders Lead Liability Exclusion
- ILN167 (0113) Maryland Fraud Statement

**GENERAL LIABILITY FORMS SCHEDULE
FORMS AND ENDORSEMENTS APPLYING TO AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:**

- CG0001 (0413) Commercial General Liability Coverage Form
- CG0201 (1217) Maryland Changes
- CG2106 (0514) Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
- CG2109 (0615) Exclusions - Unmanned Aircraft
- CG2132 (0509) Communicable Disease Exclusion
- CG2147 (1207) Employment-Related Practices Exclusion
- CG2167 (1204) Fungi or Bacteria Exclusion
- CG2175 (0115) Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
- CG2176 (0115) Exclusion of Punitive Damages Related to a Certified Act of Terrorism
- CG2196 (0305) Silica or Silica-Related Dust Exclusion
- CG2426 (0413) Amendment of Insured Contract Definition
- CG2673 (1204) Maryland Changes - Premium Audit Condition
- CG4012 (1219) Exclusion - All Hazards in Connection With an Electronic Smoking Device, Its Vapor, Component Parts, Equipment and Accessories
- CG4014 (1220) Cannabis Exclusion
- CG4032 (0523) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
- CGHG0009 (0122) Directors And Officers Liability for Organizations Coverage Form\$1,555
 Type of Organization: Homeowners Associations
 Each Wrongful Act: \$1,000,000
 Annual Aggregate Limit: \$1,000,000
 Retroactive Date: 10/25/1998
 Number of Units: 279
- CGHG0012 (0422) Condominium Associations
- CGHG06 (1116) Exclusion - Lead Contamination
- CGHG21 (0105) Asbestos Exclusion Endorsement
- CGHG29 (0413) Liability Additional Coverage Endorsement
- CGHG31 (0413) Tobacco Health Hazard Exclusion
- CGHG91 (0618) Maryland Changes
- IL0017 (1198) Common Policy Conditions
- IL0021 (0908) Nuclear Energy Liability Exclusion Endorsement (Broad Form)

Order: 7916232NO
 Address: 9300 Sea Point Rd
 Order Date: 09/24/2023
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 HomeAdvisor.com



GENERAL LIABILITY FORMS SCHEDULE

FORMS AND ENDORSEMENTS APPLYING TO AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

CG2011	(1219)	Additional Insured - Managers or Lessors of Premises.....	\$33
		Name of Person(s) or Organization(s) (Additional Insured): MRA	
		Designation Of Premises (Part Leased To You): BEACHWOOD ESTATES MORSE LANE & COVE RDS Dundalk, MD 21222	
CG2017	(1219)	Additional Insured - Unit-Owners of Townhouse or Homeowner Associations	
CG2101	(1219)	Exclusion - Athletic or Sports Participants	
		Description of Operations: HOMEOWNERS ASSOCIATION	
CG2150	(0413)	Amendment of Liquor Liability Exclusion	
ILHG0031	(0721)	EnviroPack Insurance Endorsement	\$80
		Contractor's Pollution Legal Liability Insurance Aggregate Limit: Excluded/Not Covered	
		Contractor's Pollution Legal Liability Insurance For	
		Each "Pollution Condition" Limit: Excluded/Not Covered	
		Contractor's Pollution Legal Liability Insurance Deductible For Each "Pollution Condition": N/A	
		"Commencement Date": N/A	
		Professional Legal Liability Insurance Aggregate Limit: Excluded/Not Covered	
		Professional Legal Liability Insurance Limit For Each "Professional Loss": Excluded/Not Covered	
		Professional Legal Liability Insurance Deductible For Each "Professional Loss": N/A	
		"Contracting Services": None	
		"Professional Services": None	
		"Retroactive Date": N/A	
		"Extended Reporting Period": None	
		Premises Pollution Legal Liability Insurance Aggregate Limit: \$50,000	
		Premises Pollution Legal Liability Insurance For Each "Pollution Condition" Limit: \$50,000	
		Premises Pollution Legal Liability Insurance Deductible For Each "Pollution Condition": None	
		"Covered Location"(s): All Described Premises included on the policy Declarations and attached endorsements.	
		"Retroactive Date": 10/23/2023	
		"Automatic Extended Reporting Period": 90 Days	
		"Business Interruption" And "Extra Expense" Aggregate Limit: \$5,000	
		"Business Interruption" And "Extra Expense" Limit: \$5,000	
		"Business Interruption" And "Extra Expense" "Deductible Period": 3 Days	
		"Pollution Emergency" Telephone Number: 1-800-347-4384	

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Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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Litigation
Beachwood Estates Homeowners Association

Order: 731623/000
Address: 9500 Sea Point Rd
Order Date: 09-24-2024
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HomeAdvisor Inc.

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

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**Misc. Addendums, recorded Documents
Beachwood Estates Homeowners Association**



JA
MAY 02 2012

KEVIN KAME NEqFZ
County Executive

VINCENT J.. GARDINA, *Director*
Department of Environmental Protection
and Sustainability

April 30; 2012

BEACFIWOOD ESTATES, HOMEOWNERS ASSOCIATION INC
C/O MRA PROPERTY MANAGEMENT
3445C BOXHILL CORP CTR DR
ABINGDON, MD 21009

RE: Critical Area.Mapping Update Project

Dear Property Owner(s):

In the Spring of 2008, legislation was passed by the Maryland General Assembly and signed into law that involved substantive changes to Maryland's Critical Area Program. Among other changes, Chapter 119 of the 2008 Laws of Maryland required that the State work cooperatively with local governments to update the Critical Area maps in all affected jurisdictions. The legislation directed the Department of Natural Resources to prepare a Statewide Base Map that includes a State-determined shoreline and landward boundary of tidal wetlands and a digitally generated, georeferenced 1,000-foot Critical Area boundary, as appropriate for integration into a Geographic Information System. In Baltimore County, other areas will be included on the maps because they were part of the County's original Critical Area as mapped in 1988.

You are being notified because the resulting Critical Area boundary change will affect at least a portion of your property(s), as listed below.

Address(s): 0 GREENCOVE CIR, 0 PERIWINKLE CT, 0 SANDWOOD RD & 4600 GREENCOVE CIR

Tax Account Number(s): 2300003143, 2300003177, 2300008650 & 2300008652

The map changes will be available for public viewing and question at public meetings to be held by the State Critical Area Commission and the Baltimore County Department of Environmental Protection and Sustainability (EPS). At this meeting, Commission staff will discuss the mapping process. You will be able to view your individual property and the resulting change. Meeting times and locations are as follows:

Monday, May 21, 2012 from 6:00 p.m. to 8:45 p.m.
North Point Branch of the Baltimore County Public Library
1716 Merritt Boulevard, Dundalk, Maryland 21222-3295

Thursday, June 7, 2012 from 6:00 p.m. to 8:45 p.m.
Essex Branch of the Baltimore County Public Library
1110 Eastern Avenue, Essex, Maryland 21221-3497

Order: 73F6Z8ZNO
Address: 9300 Sea Point Rd

Order Date: 09-24-2024
105 West Chesapeake Avenue, Room 400 | Towson, Maryland 21204
www.baltimorecountymd.gov

HomeWiseDocs

KEVIN KAMENETZ
County Executive



VINCE
Department

April 30, 2012

BEACHWOOD ESTATES HOMEOWNERS, ASSOCIATION INC
C/O MRA PROPERTY MANAGEMENT
3445C BOX HILL CORP CENTER DR
ABINGDON, MD 21009

RE: Critical Area Mapping Update Project
Dear Property Owner(s):

In the Spring of 2008, legislation was passed by the Maryland General Assembly and signed into law that involved substantive changes to Maryland's Critical Area Program. Among other things, Chapter 119 of the 2008 Laws of Maryland required that the State work cooperatively with local governments to update the Critical Area maps in all affected jurisdictions. The legislation directed the Department of Natural Resources to prepare a Statewide Base Map that includes a State-determined shoreline and landward boundary of tidal wetlands and a digitally generated, georeferenced 1,000-foot Critical Area boundary, as appropriate for integration into a Geographic Information System. In Baltimore County, other areas will be included on the maps because they were part of the County's original Critical Area as mapped in 1988.

You are being notified because the resulting Critical Area boundary change will affect at least a portion of your property(s), as listed below.

Address(s): 0 BLUECRAB CT
Tax Account Number(s): 2200026772

The map changes will be available for public viewing and questions at public meetings to be held by the State Critical Area Commission and the Baltimore County Department of Environmental Protection and Sustainability (EPS). At this meeting, Commission staff will discuss the mapping process. You will be able to view your individual property and the resulting change. Meeting times and locations are as follows:

- Monday, May 21, 2012 from 6:00 p.m. to 8:45 p.m.
North Point Branch of the Baltimore County Public Library
1716 Merritt Boulevard, Dundalk, Maryland 21222-3295
- Thursday, June 7, 2012 from 6:00 p.m. to 8:45 p.m.
Essex Branch of the Baltimore County Public Library
1110 Eastern Avenue, Essex, Maryland 21221-3497

Address: 100 Sea Point RD
Order Date: 09-24-2012
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JAN 21 2020
BEA-L.N.

BEACHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.
RESOLUTION REGULATING NONPAYMENT OF ASSESSMENTS

WHEREAS, Article VII of the By-Laws for Beachwood Estates Homeowners Association, Inc. (the "Bylaws") sets forth certain limitations on use of property which may be modified or regulated by the Board of Directors.

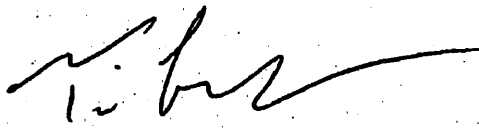
NOW, THEREFORE, BE IT RESOLVED, this 14th day of JAN, 2020 that the following procedures are hereby adopted to apply to Article VIII of the Declaration, of Covenants, Conditions and Restrictions for Beachwood Estates Homeowners Association, Inc. (the "Declaration") inclusive, and Article XII of the Bylaws:

"Reasonable attorney's fees will be interpreted as the actual attorney's fees incurred by Beachwood Estates Homeowners Association, Inc. or as determined by the Court."

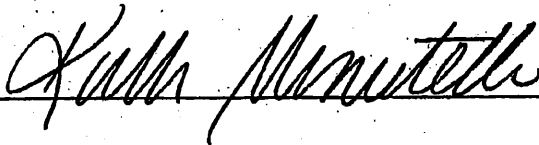
This Resolution shall be effective on the date of recordation in the Homeowners Association Depository for Harford County, Maryland. This Resolution shall rescind any and all previously adopted versions of the Resolution Regulating Nonpayment of Assessments.

LR - HOA Dep Amendment 5.00
HOA Name: Beachwood Estates Homeowners assn inc
Ref:
Total: 5.00
02/03/2020 03:09
CC03-C6
#13340744 CC0301 - Baltimore County/CC03.01.04 - Register 04

PRESIDENT:

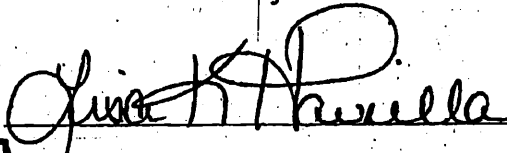


SECRETARY:



I HEREBY CERTIFY that on this 14th day of January 20 20, before me, the subscriber, a Notary Public in and for the State of Maryland, in Cecil County, personally appeared Tim Fazenbaker and Kelli Minutelli, who acknowledged that he/she is the President and Secretary respectively of Beachwood Estates Homeowners Association, Inc. and that he/she as President and Secretary, being authorized to do so, executed the foregoing instrument by signing for the corporation by himself/ herself, as President and Secretary.

AS WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



LISA K HAVRILLA
Notary Public-Maryland
Cecil County
My Commission Expires
August 28, 2023

Notary Public

My Commission Expires: August 26, 2023

Reserve Reports
Beachwood Estates Homeowners Association

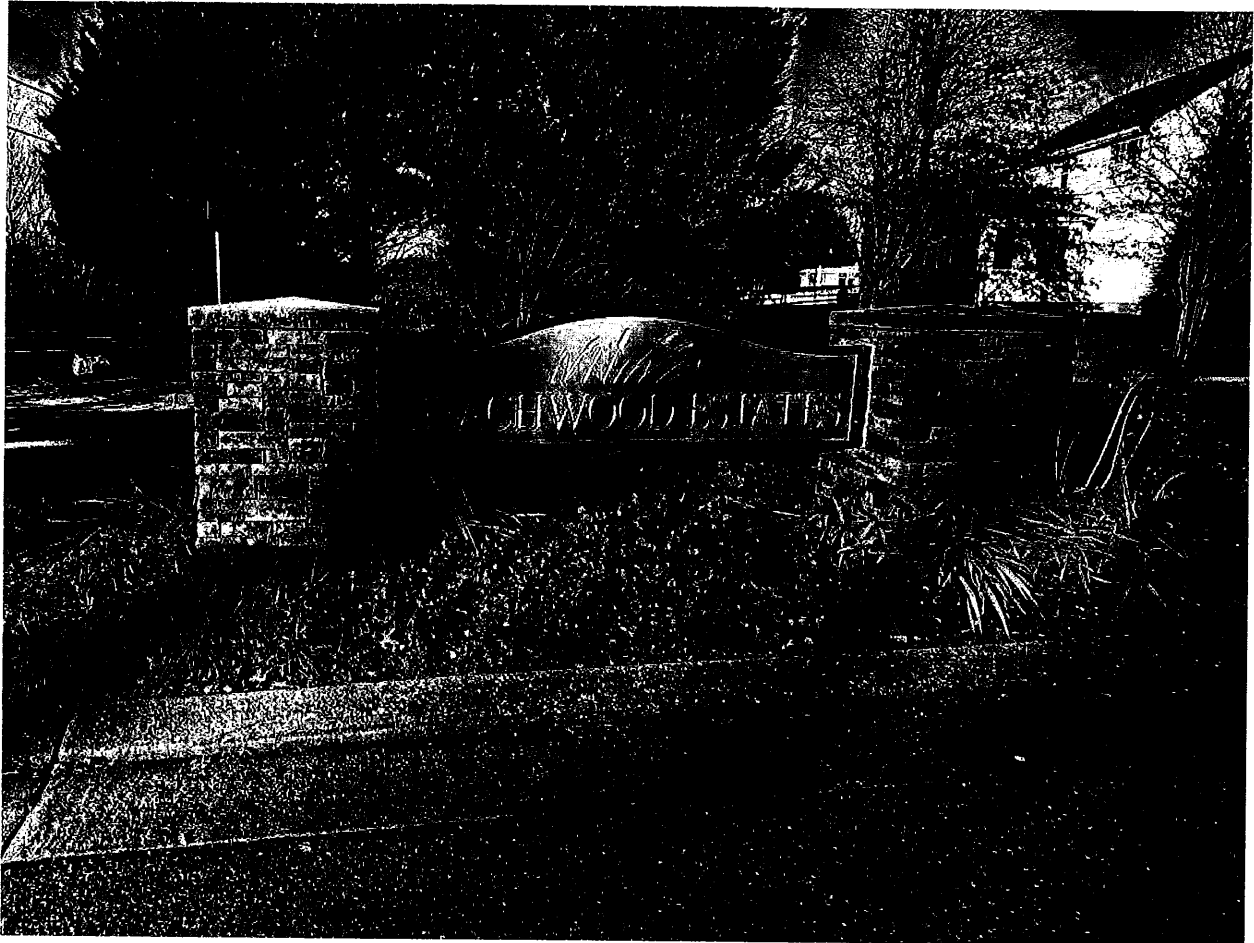


Reserve Study Professionals

Reserve Study for

**Beachwood Estates Homeowners Association
Sparrows Point, Maryland**

February 20, 2024



Order: 73F6Z8ZNQ
Address: 9300 Sea Point Rd
Order Date: 09-24-2024
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Table of Contents

<u>Subject</u>	<u>Page</u>
Reserve Study Summary	3
Community Photos	10
Reserve Item Categories	12
Cash Flow Analysis	19
Cash Flow by Calendar Year	20
Reserve Item Listing	16
Projected Reserve Contributions	21
Annual Expenses	22

Tip: The table of contents is interactive. If viewing electronically, click to jump to each section.

Prepared by Global Solution Partners
Beachwood Estates Homeowners Association Reserve Study

February 20, 2024

Ms. Teasa Johnson
Community Manager
MRA Property Management Inc.
3103 Emmorton Rd
Abingdon, Maryland 21085

Dear Ms. Johnson,

Global Solution Partners is pleased to present to you and the Beachwood Estates Homeowners Association the requested Reserve Study. We believe that you will find this reserve funding study to be thorough and complete. After you have had an opportunity to review the report, please do not hesitate to contact us. We are always happy to answer any questions you may have.

Property Description

Beachwood Estates is a single-family homes community located in Sparrows Point, Maryland. The community consists of 343 homes. Some of the common assets of Beachwood Estates Homeowners Association include a pool, pool house, parking areas, and fencing. The community is approximately 29 years old and appeared to be in good condition for its age.

Executive Financial Summary

Based on the information collected during the Reserve Study process, the recommended reserve fund contribution for 2024 is \$46,000. The annual contribution recommendations have been set to meet future expenses while avoiding special assessments and minimizing dues increases. The recommended contributions increase annually by 2.00% in an effort to have today's homeowners and future homeowners share a fair and equitable portion of the financial obligations to maintain the community. Additionally, the annual reserve contribution will reset one time to \$34,000 in 2026 after some large capital expenditures have been realized in order to bring the cash flow closer in line with the anticipated expenses for the community.

Most association board members find the Cash Flow Analysis table and the Projected Reserve Contributions table to be helpful overviews of the study. The cash flow table shows the recommended annual reserve payments by year for the entire 30-year study period. The Projected Reserve Contributions table breaks down the annual contribution based on the number of unit owners in the community and shows how much they will individually be contributing to the reserves on a monthly and annual basis.

It is important to realize that this study is a snapshot based on current conditions and circumstances which no doubt will change. With this in mind, it is essential to have the study updated periodically to maintain its relevance.

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Page 3 of 25
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Beachwood Estates Homeowners Association Reserve Study

Date of Site Visit

The site visit for Beachwood Estates Homeowners Association was conducted by Mr. Yaw Bonsu of Global Solution Partners on December 15, 2023.

Property Observations

- There is one detention pond located on site. Global Solution Partners has included a detention pond maintenance allowance in this Reserve Study. The allowance is based on the square footage of the pond's surface area, as the depth of the pond cannot be determined by a visual evaluation. Consult a qualified contractor for maintenance recommendations and schedules. Contractor recommendations may be used in future updates to this Reserve Study.
- At the time of the site visit, the pool area and pool house were inaccessible. An estimate of their remaining useful life has been based on the condition of the property as a whole, as well as client-provided photographs of these areas.
- Per information provided by the client, the pool house roof was installed in 2020. An invoice dated August 21, 2020 from Advantage Home Exteriors for \$5,729 was provided to Global Solution Partners for review and inclusion in this report.
- A pool house interior refurbishment allowance has been included in the Reserve Study. The purpose of the allowance is to fund flooring, furnishing, decor, and kitchen appliances/upgrades.
- The stormwater drainage system can reasonably be expected to last 50+ years depending on maintenance practices and geographical location. Evaluation of the stormwater drainage system is outside the scope of the Reserve Study. Global Solution Partners has included a stormwater drainage system allowance in the reserves for general repairs/maintenance and clearing of drains. Consult with a qualified contractor for specific concerns and maintenance recommendations.

Depth of Study

A site visit was made to verify the existing condition as it relates to the average life expectancies of the various reserve study components and to verify component quantities. In-place testing, laboratory testing, and non-destructive testing of the reserve study components were not performed. Field measurements of component quantities were made to either verify improvement plan take-offs or determine directly the quantities of various components. Photographs were taken of the site improvements.

Summary of Financial Assumptions

The below table contains a partial summary of information including desired study start date, number of dues-paying members, and beginning reserve fund balance, provided by the client or client's representative for the Beachwood Estates Homeowners Association reserve funding study.

Reserve Study by Calendar Year Starting	January 1, 2024
Reserve Funding Study Length	30 years
Number of Dues Paying Members	343
Reserve Balance as of January 1, 2024	\$120,317

Prepared by Global Solution Partners
Beachwood Estates Homeowners Association Reserve Study

Annual Inflation Rate	2.41%
Interest Rate on Reserve Funds	0.50%
Dues Change Period	1 year

Recommended Payment Schedule

The below table contains Global Solution Partners' recommended schedule of reserve fund contribution payments for the next five years. See the Projected Reserve Contributions table later in this report for the full 30 years. Failure to follow the proposed schedule of payments may result in inadequate reserve funds and require the use of Special Assessments in the future. The recommended reserve fund contributions have been set to meet future capital expenses while avoiding special assessments and minimizing dues increases.

Calendar Year	Member Monthly Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment	Proposed Reserve Balance
2024	\$11.18	\$3,833	\$46,000	\$129,704
2025	\$11.40	\$3,910	\$46,920	\$33,781
2026	\$8.26	\$2,833	\$34,000	\$67,899
2027	\$8.43	\$2,890	\$34,680	\$51,915
2028	\$8.59	\$2,948	\$35,374	\$41,083

Reserve Study Assumptions

The below-listed assumptions are implicit in this reserve study:

- Cost estimates and financial information are accurate and current
- No unforeseen circumstances will cause a significant reduction of reserves
- Sufficient comprehensive property insurance exists to protect from insurable risks
- The association plans to continue to maintain the existing common areas and amenities
- Reserve payments occur at the end of every calendar month
- Expenses occur at the end of the expense year

Impact of Component Life

The projected life expectancy of the major components and the reserve funding needs of the Association are closely tied. Performing the appropriate routine maintenance for each major component generally increases the component's useful life, effectively moving the component expense into the future which reduces the reserve funding payments of the Association. Failure to perform such maintenance can shorten the remaining useful life of the major components, bringing the replacement expense closer to the present which increases the reserve funding payments of the Association.

Inflation Estimate

An annual inflation multiplier of 2.41% has been applied to all future expenses within the 30-year study period. This annual inflation rate was obtained by averaging the previous 30-years' rates as published by the U.S. Bureau of Labor Statistics.

Initial Reserves

Initial reserves for this Reserve Study were projected by the client to be \$120,317 on January 1, 2024. An interest rate of 0.50% per year has been factored into this Reserve Study. The implicit assumption has been made that the reserve accounts were not drawn down between the date of the known reserve balance and the study start date.

Financial Condition of the Association

It is recommended that the association adjust its reserve fund contributions to align with the Cash Flow Analysis and Projected Reserve Contributions tables contained in this study.

Special Assessments

Special Assessments have not been factored into this Reserve Study.

Reserve Funding Goal

The reserve fund goal is to maintain a reserve account balance that meets or exceeds the annual cash flow requirement for the maintenance or replacement of all community reserve items.

Study Method

Every reserve item has been given an estimated remaining useful life, an estimated useful life when new, a present cost, and an estimated future cost based on inflation. The present costs of the reserve items in this report have been estimated using a variety of sources. These include professional cost estimating resources, actual costs provided by the client, our proprietary database, and the knowledge and experience of our Reserve Analysts. Equal annual payments are calculated for each reserve item based upon a payment starting year and a payment ending year using the end-of-period payment method. Interest earned, if applicable, on accumulated reserve funds and taxes on the reserve interest are also calculated. As you review this report, you may find the specifics e.g., quantities, costs, life expectancies, etc. of each reserve item in the Reserve Study Expense Item Listing table. We hope that you will appreciate the level of detail that is used in developing your customized funding plan.

Global Solution Partners has estimated future projected expenses for Beachwood Estates Homeowners Association based upon the preservation of existing components within the community that the association is responsible for maintaining. The reserve study is limited in scope to those expense items listed in the Reserve Study Expense Item Listing table. Expense items that have an expected life of more than 30 years may not be included in this reserve study unless payment for these items overlaps the 30-year reserve study envelope.

Prepared by Global Solution Partners
Beachwood Estates Homeowners Association Reserve Study

Of primary concern is the preservation of a positive funding balance with funds sufficient to meet projected expenses throughout the study life. Based upon the included reserve funding study, it is our professional opinion that the annual reserve fund contributions recommended in the Annual Reserve Payment column of the Cash Flow Analysis table and the subsequent breakdown of those contributions as member monthly fees shown in the Projected Reserve Contributions table will realize this goal.

In the process of developing the study, Global Solution Partners gathered specific information about the property by conducting a site visit and performing research through various sources. Additionally, information e.g., current reserve fund balances, number of dues-paying members, desired start date, pertinent maintenance history, etc. were obtained directly from the client and/or the client's representative. Global Solution Partners relies on such information provided by the client and assumes it to be complete and accurate. Where the age of a particular Reserve Item (as listed in the Reserve Study) is unknown, the client or client's representative provided to Global Solution Partners the client's best-estimate age of that item. If the client or client's representative was unable to provide an estimate of a Reserve Item's age, Global Solution Partners made its own estimate of the age of the Reserve Item based on visual observation. The Reserve Study is created for the association's use and is a reflection of information gathered by and provided to Global Solution Partners.

This information is not for the purpose of performing an audit, historical records, quality, or forensic analyses. Any on-site evaluation is not considered to be a project audit, quality inspection, or engineering study.

Keeping Your Reserve Study Current

Global Solution Partners believes that funding studies are an essential part of property management. People and property are constantly changing and evolving. As a result, the useful life of a funding study is at best a few years.

This reserve study should be updated when any of the following occur:

- At least once every three years
- At significant changes in inflation rates
- At changes in the number of dues-paying members
- Before starting new improvements
- Before making changes to the property
- After a flood or fire
- After the change of ownership or management
- After Annexation or Incorporation

Items Beyond the Scope of This Report

- Building or land appraisals for any purpose
- State or local zoning ordinance violations
- Building code violations
- Soil conditions, soil contamination, or geological stability of the site
- Engineering analysis or structural stability of the building(s) or site
- Air quality, asbestos, electromagnetic radiation, formaldehyde, lead, mercury, or radon
- Water quality or other environmental hazards

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Beachwood Estates Homeowners Association Reserve Study

- Invasions by termites and any or all other destroying organisms or insects
- Damage or destruction due to birds, bats, or animals to buildings or site
- This study is not a pest inspection
- Adequacy or efficiency of any system or component on site
- Specifically excluded reserve items
- Septic systems and septic tanks
- Buried or concealed portions of swimming pools, pool liners, Jacuzzis, and spas or similar items
- Items concealed by signs, carpets, or other things
- Missing or omitted information not supplied by the client for purposes of reserve study preparation
- Hidden improvements such as sewer, water, and electrical lines, or other buried or concealed items
- A Property Condition Assessment or other specialty or comprehensive inspection
- A roof inspection
- An electrical inspection
- A plumbing inspection

Governing Documents

The CCR's (conditions, covenants, and restrictions) governing documents were not provided and therefore not reviewed as part of this study.

Items Considered to be Long-Lived

Items considered to be long-lived are intentionally not included in this study. Long-lived items are typically those items that have a useful life expectancy beyond the current study period. The following items have been identified as long-lived and therefore are not included in this study:

- Building structures
- Pool structure

Although the concrete surfaces could be considered to be Long-Lived, a repair and maintenance allowance has been factored into this analysis. Routine maintenance of these items will not only enhance the look of the community but may also extend the design life of these items.

Items Considered to be Operational

Items considered to be typically included in the operational budget are intentionally not included in this study. Operational budget items typically include routine maintenance and lower-cost items. The following items have been identified as operational budget items and therefore are not included in this study:

- General landscaping
- Pool maintenance contract
- General community signage
- Low-voltage landscape lighting
- Bike racks
- Trash receptacles
- Little Free Library at the pool area
- Vinyl split rail fencing repair and replacement
- Maintenance of the concrete curbing at the pool parking spots

Prepared by Global Solution Partners
Beachwood Estates Homeowners Association Reserve Study

- Routine asphalt patch and seal of the pool parking spots
- Maintenance of the asphalt walkways

Items Maintained by Others

Items maintained by other entities or individuals i.e., municipalities, individual dwelling unit owners, other associations, utility companies, etc. are intentionally not included in this study. The following items have been identified as being maintained by others and therefore are not included in this study:

- Fire hydrants on site
- Water supply system
- Sewer system
- Transformers on site
- Single-family homes and their lots
- Rear yard fences
- Asphalt streets and the associated concrete flatwork
- Street lights
- Unit driveways
- Mailboxes
- Pump station

Statement of Qualifications

Global Solution Partners is a professional firm in the business of preparing Reserve Studies and other related property services for resorts, hotels, and community associations. We are familiar with construction practices, construction costs, and contracting practices. Our staff members have vast experience in property due diligence and hold many certifications and licenses including but not limited to; contracting, engineering, roofing, code inspection, real estate, project management, home inspection, and pest control.

Conflict of Interest

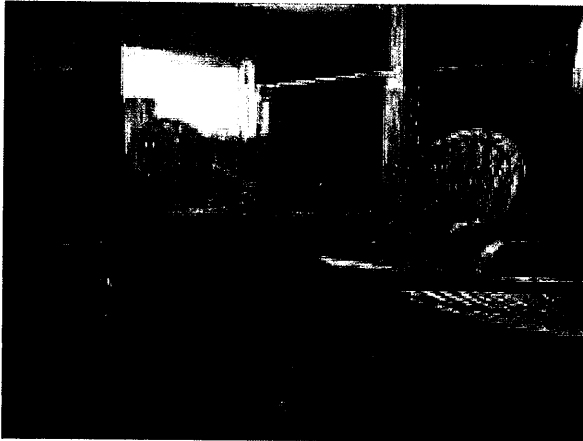
As the preparer of this reserve study, Global Solution Partners certifies that we do not have any vested interests, financial interests, or other interests that would cause a conflict of interest in the preparation of this reserve study.

Global Solution Partners would like to thank the Beachwood Estates Homeowners Association for the opportunity to be of service in the preparation of this Reserve Study. If you have any questions, please don't hesitate to contact us.

Prepared by

Sarah Eastridge
Project Manager
Global Solution Partners

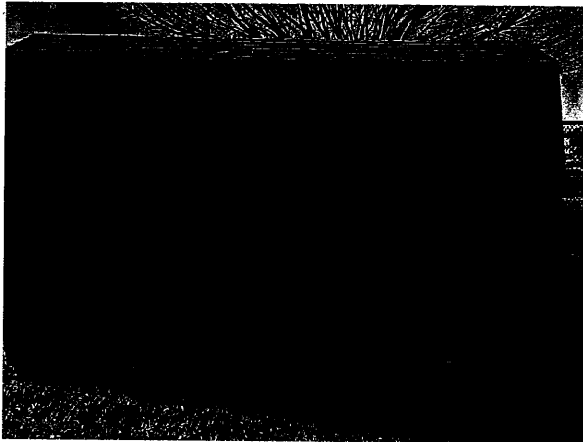
Prepared by Global Solution Partners
Beachwood Estates Homeowners Association Reserve Study



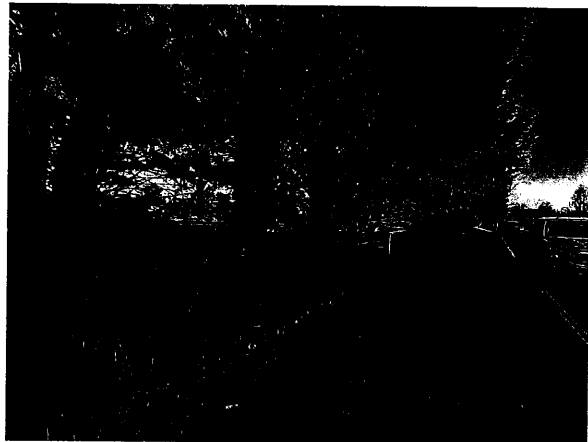
Typical Pool House Restroom



Pool House Interior



Storage Building



Chain-Link Fencing



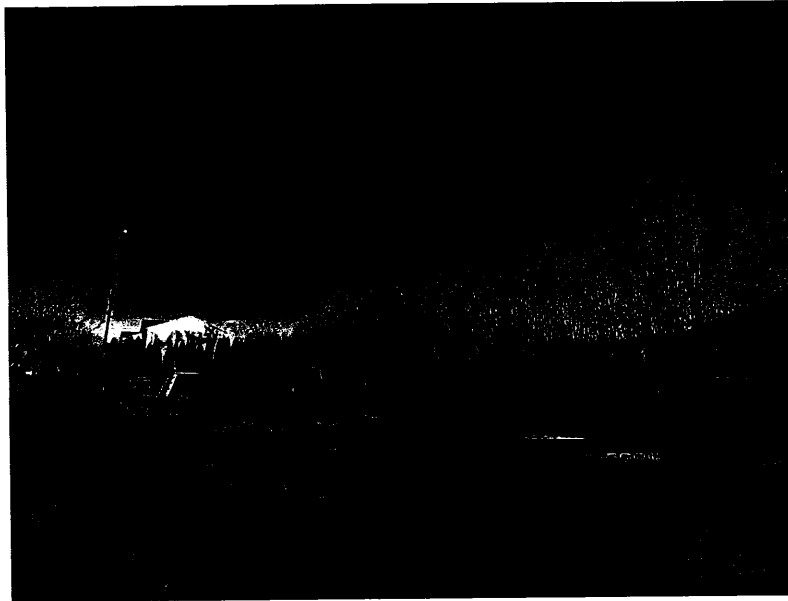
Wood Fencing



Wood Fencing

Reserve Item Categories

Pool Area



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Aluminum rain gutters replacement - for pool house	\$2,056.10	21 Yrs	30 Yrs	2045	\$3,390.27	Y
Chain-link fencing replacement	\$75,188.88	1 Yrs	30 Yrs	2025	\$77,000.93	Y
Concrete pool deck resurface	\$51,260.00	10 Yrs	40 Yrs	2034	\$65,043.25	Y
Dimensional asphalt shingle roofing replacement - for pool house	\$6,871.11	21 Yrs	25 Yrs	2045	\$11,329.65	Y
Lifeguard chair replacement	\$10,486.00	7 Yrs	10 Yrs	2031	\$12,388.15	Y
Pool coping replacement - for main and wading pool	\$13,420.80	10 Yrs	20 Yrs	2034	\$17,029.51	Y
Pool cover replacement - main pool	\$24,695.53	4 Yrs	7 Yrs	2028	\$27,163.63	Y
Pool cover replacement - wading pool	\$1,654.16	4 Yrs	7 Yrs	2028	\$1,819.48	Y
Pool deck surface sealing and waterproofing	\$26,356.00	0 Yrs	10 Yrs	2024	\$26,356.00	Y
Pool equipment pumps and filters system replacement	\$6,890.80	7 Yrs	10 Yrs	2031	\$8,140.78	Y
Pool furniture replacement allowance (\$5,000 every 7 years)	\$5,000.00	5 Yrs	7 Yrs	2029	\$5,632.25	Y

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 Beachwood Estates Homeowners Association Reserve Study

Pool house refurbishment - for pool house	\$9,130.31	10 Yrs	20 Yrs	2034	\$11,585.35	Y
Pool resurface	\$34,057.44	3 Yrs	12 Yrs	2027	\$36,579.61	Y
Pool waterline tile replacement	\$9,069.12	3 Yrs	12 Yrs	2027	\$9,740.75	Y
Restrooms refurbishment - for pool house	\$24,770.50	12 Yrs	16 Yrs	2036	\$32,964.25	Y
Storage building repair allowance	\$7,490.00	8 Yrs	15 Yrs	2032	\$9,061.93	Y
Vinyl exterior siding surfaces replacement - for pool house	\$19,404.00	6 Yrs	35 Yrs	2030	\$22,384.40	Y
Wading/kiddie pool resurface	\$2,564.76	3 Yrs	12 Yrs	2027	\$2,754.70	Y
Wading/kiddie pool waterline tile replacement	\$1,700.46	3 Yrs	12 Yrs	2027	\$1,826.39	Y
Windows replacement - for pool house	\$3,841.30	0 Yrs	30 Yrs	2024	\$3,841.30	Y
Wood exterior doors replacement - for pool house	\$6,837.30	0 Yrs	35 Yrs	2024	\$6,837.30	Y

Site



Item Name	Present Cost	Remaining	Expected Life	First Expense	First Expense	Repeating Item?
		Life		Year		
Chain-link fencing replacement - surrounding detention pond	\$17,922.40	1 Yrs	30 Yrs	2025	\$18,354.33	Y
Concrete drains and stormwater drainage system repair allowance	\$3,295.60	15 Yrs	15 Yrs	2039	\$4,710.53	Y
Detention pond maintenance and repair allowance -Todd Pointe Lane	\$15,823.50	4 Yrs	10 Yrs	2028	\$17,404.92	Y
Entrance and monuments refurbishment	\$7,490.00	20 Yrs	35 Yrs	2044	\$12,059.50	Y
Wood split-rail fencing - 3 rail replacement - for perimeter	\$46,812.96	1 Yrs	30 Yrs	2025	\$47,941.15	Y

Paving



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Asphalt parking areas mill and overlay - Greencove Circle	\$8,047.02	9 Yrs	25 Yrs	2033	\$9,970.49	Y
Gravel parking lot maintenance allowance (\$5,000 every 10 years) - boat and RV storage lot	\$5,000.00	5 Yrs	10 Yrs	2029	\$5,632.25	Y

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Pool Area	Aluminum rain gutters replacement - for pool house	\$14.18 lnft	145 lnft	\$2,056	21 Yrs	30 Yrs	2045 2075 2105	\$3,390 \$6,926 \$14,151	\$154 \$231 \$472
Pool Area	Chain-link fencing replacement	\$36.01 lnft	2,088 lnft	\$75,189	1 Yrs	30 Yrs	2025 2055 2085	\$77,001 \$157,314 \$321,394	\$38,500 \$5,244 \$10,713
Pool Area	Concrete pool deck resurface	\$11.65 sqft	4,400 sqft	\$51,260	10 Yrs	40 Yrs	2034 2074 2114	\$65,043 \$168,615 \$437,111	\$5,913 \$4,215 \$10,928
Pool Area	Dimensional asphalt shingle roofing replacement - for pool house	\$4.69 sqft	1,465 sqft	\$6,871	21 Yrs	25 Yrs	2045 2070 2095	\$11,330 \$20,548 \$37,268	\$515 \$822 \$1,491
Pool Area	Lifeguard chair replacement	\$5243.00 ea	2 ea	\$10,486	7 Yrs	10 Yrs	2031 2041 2051	\$12,388 \$15,719 \$19,946	\$1,549 \$1,572 \$1,995
Pool Area	Pool coping replacement - for main and wading pool	\$46.60 lnft	288 lnft	\$13,421	10 Yrs	20 Yrs	2034 2054 2074	\$17,030 \$27,419 \$44,147	\$1,548 \$1,371 \$2,207
Pool Area	Pool cover replacement - main pool	\$8.99 sqft	2,747 sqft	\$24,696	4 Yrs	7 Yrs	2028 2035 2042	\$27,164 \$32,091 \$37,912	\$5,433 \$4,584 \$5,416
Pool Area	Pool cover replacement - wading pool	\$8.99 sqft	184 sqft	\$1,654	4 Yrs	7 Yrs	2028 2035 2042	\$1,819 \$2,150 \$2,539	\$364 \$307 \$363
Pool Area	Pool deck surface sealing and waterproofing	\$5.99 sqft	4,400 sqft	\$26,356	0 Yrs	10 Yrs	2024 2034 2044	\$26,356 \$33,443 \$42,435	\$26,356 \$3,344 \$4,244
Pool Area	Pool equipment pumps and filters system replacement	\$6890.80 ea	1 ea	\$6,891	7 Yrs	10 Yrs	2031 2041 2051	\$8,141 \$10,330 \$13,107	\$1,018 \$1,033 \$1,311
Pool Area	Pool furniture replacement allowance (\$5,000 every 7 years)	\$5000.00 lump sum	1 lump sum	\$5,000	5 Yrs	7 Yrs	2029 2036 2043	\$5,632 \$6,654 \$7,861	\$939 \$951 \$1,123
Pool Area	Pool house refurbishment - for pool house	\$7.49 sqft	1,219 sqft	\$9,130	10 Yrs	20 Yrs	2034 2054 2074	\$11,585 \$18,653 \$30,033	\$1,053 \$933 \$1,502
Pool Area	Pool resurface	\$8.04 sqft	4,236 sqft	\$34,057	3 Yrs	12 Yrs	2027 2039 2051	\$36,580 \$48,680 \$64,782	\$9,145 \$4,057 \$5,399
Pool Area	Pool waterline tile replacement	\$31.49 lnft	288 lnft	\$9,069	3 Yrs	12 Yrs	2027 2039 2051	\$9,741 \$12,963 \$17,251	\$2,435 \$1,080 \$1,438

Order: 7366262NU

Address: 9300 San Point Rd

Order Date: 09/24/2024

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Printed: 09/24/2024

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Funding Reserve Analysis

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Pool Area	Restrooms refurbishment - for pool house	\$12385.25 ea	2 ea	\$24,771	12 Yrs	16 Yrs	2036 2052 2068	\$32,964 \$48,253 \$70,632	\$2,536 \$3,016 \$4,414
Pool Area	Storage building repair allowance	\$7490.00 lump sum	1 lump sum	\$7,490	8 Yrs	15 Yrs	2032 2047 2062	\$9,062 \$12,953 \$18,514	\$1,007 \$864 \$1,234
Pool Area	Vinyl exterior siding surfaces replacement - for pool house	\$13.86 sqft	1,400 sqft	\$19,404	6 Yrs	35 Yrs	2030 2065 2100	\$22,384 \$51,514 \$118,553	\$3,198 \$1,472 \$3,387
Pool Area	Wading/kiddie pool resurface	\$8.04 sqft	319 sqft	\$2,565	3 Yrs	12 Yrs	2027 2039 2051	\$2,755 \$3,666 \$4,879	\$689 \$305 \$407
Pool Area	Wading/kiddie pool waterline tile replacement	\$31.49 lnft	54 lnft	\$1,700	3 Yrs	12 Yrs	2027 2039 2051	\$1,826 \$2,431 \$3,235	\$457 \$203 \$270
Pool Area	Windows replacement - for pool house	\$1920.65 ea	2 ea	\$3,841	0 Yrs	30 Yrs	2024 2054 2084	\$3,841 \$7,848 \$16,033	\$3,841 \$262 \$534
Pool Area	Wood exterior doors replacement - for pool house	\$3418.65 ea	2 ea	\$6,837	0 Yrs	35 Yrs	2024 2059 2094	\$6,837 \$15,735 \$36,212	\$6,837 \$450 \$1,035
Site	Chain-link fencing replacement - surrounding detention pond	\$26.05 lnft	688 lnft	\$17,922	1 Yrs	30 Yrs	2025 2055 2085	\$18,354 \$37,498 \$76,609	\$9,177 \$1,250 \$2,554
Site	Concrete drains and stormwater drainage system repair allowance	\$3295.60 ea	1 ea	\$3,296	15 Yrs	15 Yrs	2039 2054 2069	\$4,711 \$6,733 \$9,624	\$294 \$449 \$642
Site	Detention pond maintenance and repair allowance -Todd Pointe Lane	\$0.77 sqft	20,550 sqft	\$15,824	4 Yrs	10 Yrs	2028 2038 2048	\$17,405 \$22,085 \$28,023	\$3,481 \$2,208 \$2,802
Site	Entrance and monuments refurbishment	\$7490.00 lump sum	1 lump sum	\$7,490	20 Yrs	35 Yrs	2044 2079 2114	\$12,059 \$27,753 \$63,870	\$574 \$793 \$1,825
Site	Wood split-rail fencing - 3 rail replacement - for perimeter	\$22.42 lnft	2,088 lnft	\$46,813	1 Yrs	30 Yrs	2025 2055 2085	\$47,941 \$97,944 \$200,102	\$23,971 \$3,265 \$6,670
Paving	Asphalt parking areas mill and overlay - Greencove Circle	\$2.58 sqft	3,119 sqft	\$8,047	9 Yrs	25 Yrs	2033 2058 2083	\$9,970 \$18,083 \$32,797	\$997 \$723 \$1,312

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Paving	Gravel parking lot maintenance allowance (\$5,000 every 10 years) - boat and RV storage lot	\$5000.00 lump sum	1 lump sum	\$5,000	5 Yrs	10 Yrs	2029	\$5,632	\$939
							2039	\$7,147	\$715
							2049	\$9,068	\$907

Note for communities using straight line funding: Straight Line Annual Payments do not include earned interest, tax adjustments, or payments made with initial reserves.

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Funding Reserve Analysis

Cash Flow Analysis

Calendar Year	Annual Reserve Payment	Annual Interest	Annual Expenses	Annual Income Tax on Interest	Net Reserve Funds
2024	\$46,000	\$602	\$37,035	\$180	\$129,704
2025	\$46,920	\$649	\$143,296	\$195	\$33,781
2026	\$34,000	\$169		\$51	\$67,899
2027	\$34,680	\$339	\$50,901	\$102	\$51,915
2028	\$35,374	\$260	\$46,388	\$78	\$41,083
2029	\$36,081	\$205	\$11,264	\$62	\$66,043
2030	\$36,803	\$330	\$22,384	\$99	\$80,693
2031	\$37,539	\$403	\$20,529	\$121	\$97,985
2032	\$38,290	\$490	\$9,062	\$147	\$127,555
2033	\$39,055	\$638	\$9,970	\$191	\$157,087
2034	\$39,836	\$785	\$93,658	\$236	\$103,815
2035	\$40,633	\$519	\$34,241	\$156	\$110,571
2036	\$41,446	\$553	\$39,618	\$166	\$112,785
2037	\$42,275	\$564		\$169	\$155,455
2038	\$43,120	\$777	\$22,085	\$233	\$177,034
2039	\$43,983	\$885	\$79,596	\$266	\$142,040
2040	\$44,862	\$710		\$213	\$187,400
2041	\$45,760	\$937	\$26,049	\$281	\$207,766
2042	\$46,675	\$1,039	\$40,452	\$312	\$214,716
2043	\$47,608	\$1,074	\$7,861	\$322	\$255,215
2044	\$48,560	\$1,276	\$54,495	\$383	\$250,174
2045	\$49,532	\$1,251	\$14,720	\$375	\$285,861
2046	\$50,522	\$1,429		\$429	\$337,384
2047	\$51,533	\$1,687	\$12,953	\$506	\$377,145
2048	\$52,563	\$1,886	\$28,023	\$566	\$403,005
2049	\$53,615	\$2,015	\$56,858	\$605	\$401,172
2050	\$54,687	\$2,006	\$9,287	\$602	\$447,976
2051	\$55,781	\$2,240	\$123,199	\$672	\$382,125
2052	\$56,896	\$1,911	\$48,253	\$573	\$392,106
2053	\$58,034	\$1,961		\$588	\$451,512
2054	\$59,195	\$2,258	\$114,499	\$677	\$397,789
Totals	\$1,411,856	\$31,847	\$1,156,677	\$9,554	

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Funding Reserve Analysis

Projected Reserve Contributions

Calendar Year	Member Monthly Reserve Payment	Member Annual Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment
2024	\$11.18	\$134.11	\$3,833.33	\$46,000.00
2025	\$11.40	\$136.79	\$3,910.00	\$46,920.00
2026	\$8.26	\$99.13	\$2,833.33	\$34,000.00
2027	\$8.43	\$101.11	\$2,890.00	\$34,680.00
2028	\$8.59	\$103.13	\$2,947.80	\$35,373.60
2029	\$8.77	\$105.19	\$3,006.76	\$36,081.07
2030	\$8.94	\$107.30	\$3,066.89	\$36,802.69
2031	\$9.12	\$109.44	\$3,128.23	\$37,538.75
2032	\$9.30	\$111.63	\$3,190.79	\$38,289.52
2033	\$9.49	\$113.86	\$3,254.61	\$39,055.31
2034	\$9.68	\$116.14	\$3,319.70	\$39,836.42
2035	\$9.87	\$118.46	\$3,386.10	\$40,633.15
2036	\$10.07	\$120.83	\$3,453.82	\$41,445.81
2037	\$10.27	\$123.25	\$3,522.89	\$42,274.73
2038	\$10.48	\$125.71	\$3,593.35	\$43,120.22
2039	\$10.69	\$128.23	\$3,665.22	\$43,982.63
2040	\$10.90	\$130.79	\$3,738.52	\$44,862.28
2041	\$11.12	\$133.41	\$3,813.29	\$45,759.52
2042	\$11.34	\$136.08	\$3,889.56	\$46,674.71
2043	\$11.57	\$138.80	\$3,967.35	\$47,608.21
2044	\$11.80	\$141.58	\$4,046.70	\$48,560.37
2045	\$12.03	\$144.41	\$4,127.63	\$49,531.58
2046	\$12.27	\$147.30	\$4,210.18	\$50,522.21
2047	\$12.52	\$150.24	\$4,294.39	\$51,532.66
2048	\$12.77	\$153.25	\$4,380.28	\$52,563.31
2049	\$13.03	\$156.31	\$4,467.88	\$53,614.57
2050	\$13.29	\$159.44	\$4,557.24	\$54,686.87
2051	\$13.55	\$162.63	\$4,648.38	\$55,780.60
2052	\$13.82	\$165.88	\$4,741.35	\$56,896.22
2053	\$14.10	\$169.20	\$4,836.18	\$58,034.14
2054	\$14.38	\$172.58	\$4,932.90	\$59,194.82

Annual Expenses

Year	Category	Reserve Item	Cost
2024	Pool Area	Pool deck surface sealing and waterproofing	\$26,356
2024	Pool Area	Wood exterior doors replacement - for pool house	\$6,837
2024	Pool Area	Windows replacement - for pool house	\$3,841
Total for 2024:			\$37,035
2025	Pool Area	Chain-link fencing replacement	\$77,001
2025	Site	Chain-link fencing replacement - surrounding detention pond	\$18,354
2025	Site	Wood split-rail fencing - 3 rail replacement - for perimeter	\$47,941
Total for 2025:			\$143,296
2026		No reserve items for this year.	\$0
Total for 2026:			\$0
2027	Pool Area	Pool resurface	\$36,580
2027	Pool Area	Pool waterline tile replacement	\$9,741
2027	Pool Area	Wading/kiddie pool resurface	\$2,755
2027	Pool Area	Wading/kiddie pool waterline tile replacement	\$1,826
Total for 2027:			\$50,901
2028	Pool Area	Pool cover replacement - main pool	\$27,164
2028	Pool Area	Pool cover replacement - wading pool	\$1,819
2028	Site	Detention pond maintenance and repair allowance -Todd Pointe Lane	\$17,405
Total for 2028:			\$46,388
2029	Pool Area	Pool furniture replacement allowance (\$5,000 every 7 years)	\$5,632
2029	Paving	Gravel parking lot maintenance allowance (\$5,000 every 10 years) - boat and RV storage lot	\$5,632
Total for 2029:			\$11,264
2030	Pool Area	Vinyl exterior siding surfaces replacement - for pool house	\$22,384
Total for 2030:			\$22,384
2031	Pool Area	Pool equipment pumps and filters system replacement	\$8,141
2031	Pool Area	Lifeguard chair replacement	\$12,388
Total for 2031:			\$20,529
2032	Pool Area	Storage building repair allowance	\$9,062
Total for 2032:			\$9,062
2033	Paving	Asphalt parking areas mill and overlay - Greencove Circle	\$9,970
Total for 2033:			\$9,970
2034	Pool Area	Pool coping replacement - for main and wading pool	\$17,030

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Funding Reserve Analysis

Annual Expenses

Year	Category	Reserve Item	Cost
2034	Pool Area	Concrete pool deck resurface	\$65,043
2034	Pool Area	Pool house refurbishment - for pool house	\$11,585
Total for 2034:			\$93,658
2035	Pool Area	Pool cover replacement - main pool	\$32,091
2035	Pool Area	Pool cover replacement - wading pool	\$2,150
Total for 2035:			\$34,241
2036	Pool Area	Pool furniture replacement allowance (\$5,000 every 7 years)	\$6,654
2036	Pool Area	Restrooms refurbishment - for pool house	\$32,964
Total for 2036:			\$39,618
2037		No reserve items for this year.	\$0
Total for 2037:			\$0
2038	Site	Detention pond maintenance and repair allowance -Todd Pointe Lane	\$22,085
Total for 2038:			\$22,085
2039	Pool Area	Pool resurface	\$48,680
2039	Pool Area	Pool waterline tile replacement	\$12,963
2039	Pool Area	Wading/kiddie pool resurface	\$3,666
2039	Pool Area	Wading/kiddie pool waterline tile replacement	\$2,431
2039	Site	Concrete drains and stormwater drainage system repair allowance	\$4,711
2039	Paving	Gravel parking lot maintenance allowance (\$5,000 every 10 years) - boat and RV storage lot	\$7,147
Total for 2039:			\$79,596
2040		No reserve items for this year.	\$0
Total for 2040:			\$0
2041	Pool Area	Pool equipment pumps and filters system replacement	\$10,330
2041	Pool Area	Lifeguard chair replacement	\$15,719
Total for 2041:			\$26,049
2042	Pool Area	Pool cover replacement - main pool	\$37,912
2042	Pool Area	Pool cover replacement - wading pool	\$2,539
Total for 2042:			\$40,452
2043	Pool Area	Pool furniture replacement allowance (\$5,000 every 7 years)	\$7,861
Total for 2043:			\$7,861
2044	Pool Area	Pool deck surface sealing and waterproofing	\$42,435
2044	Site	Entrance and monuments refurbishment	\$12,059

Order: 73F0Z0ZNG

Address: 9300 Sea Point Rd

Order Date: 09-24-2024

Page 23 of 25

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Annual Expenses

Year	Category	Reserve Item	Cost
Total for 2044:			\$54,495
2045	Pool Area	Dimensional asphalt shingle roofing replacement - for pool house	\$11,330
2045	Pool Area	Aluminum rain gutters replacement - for pool house	\$3,390
Total for 2045:			\$14,720
2046		No reserve items for this year.	\$0
Total for 2046:			\$0
2047	Pool Area	Storage building repair allowance	\$12,953
Total for 2047:			\$12,953
2048	Site	Detention pond maintenance and repair allowance -Todd Pointe Lane	\$28,023
Total for 2048:			\$28,023
2049	Pool Area	Pool cover replacement - main pool	\$44,790
2049	Pool Area	Pool cover replacement - wading pool	\$3,000
2049	Paving	Gravel parking lot maintenance allowance (\$5,000 every 10 years) - boat and RV storage lot	\$9,068
Total for 2049:			\$56,858
2050	Pool Area	Pool furniture replacement allowance (\$5,000 every 7 years)	\$9,287
Total for 2050:			\$9,287
2051	Pool Area	Pool resurface	\$64,782
2051	Pool Area	Pool waterline tile replacement	\$17,251
2051	Pool Area	Wading/kiddie pool resurface	\$4,879
2051	Pool Area	Wading/kiddie pool waterline tile replacement	\$3,235
2051	Pool Area	Pool equipment pumps and filters system replacement	\$13,107
2051	Pool Area	Lifeguard chair replacement	\$19,946
Total for 2051:			\$123,199
2052	Pool Area	Restrooms refurbishment - for pool house	\$48,253
Total for 2052:			\$48,253
2053		No reserve items for this year.	\$0
Total for 2053:			\$0
2054	Pool Area	Pool coping replacement - for main and wading pool	\$27,419
2054	Pool Area	Pool deck surface sealing and waterproofing	\$53,846
2054	Pool Area	Windows replacement - for pool house	\$7,848
2054	Pool Area	Pool house refurbishment - for pool house	\$18,653
2054	Site	Concrete drains and stormwater drainage system repair	\$6,733

Annual Expenses

Year	Category	Reserve Item	Cost
		allowance	
Total for 2054:			\$114,499

Rules and Regulations
Beachwood Estates Homeowners Association

Order: 73F6Z6ZNRQ
Address: 9300 New Point Rd
Order Date: 09-24-2024
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**BEACHWOOD ESTATES BOAT YARD
RULES AND REGULATIONS
Effective April 1, 2012**

The use of the boat yard is solely intended for unit owners of the Beachwood Estates HOA, Inc. The lot has a limited number of spaces; therefore a "boat lottery" is performed at the beginning of each season. The season runs from April 1, 20____ – March 31, 20____. Once all the designated spaces are full, a waiting list will be kept in the event a space becomes available for any reason. The waiting list will be discarded at the end of the season when the new lottery is drawn and a new waiting list will start. The following list of rules and regulations will provide to all those who use the yard, some semblance of organization and security.

- I. Each boat owner will be required to completely fill out a "Boat Yard Registration" form and attach copies of the following documents to include but are not limited to: A complete description of boat, trailer, registration number, tag number & expiration date, current DNR registration & stickers on boat and a copy of the insurance for the boat and trailer, must be on file with the management company. **The "Boat Yard Registration" form and ALL required information will need to be resubmitted each year.** (Boat coverage under your homeowners insurance policy is not acceptable unless the boat is specifically mentioned on the policy) The Association should be listed as a lien holder on the policy so in the event the insurance is canceled, the policy is renewed or for any other circumstances, the association will be made aware. The mailing address for the Association is:

**Beachwood Estates Homeowners Association, Inc.
c/o MRA Property Management, Inc.
3435 G Box Hill Corporate Center Drive
Abingdon, Maryland 21009
Phone # 410-515-7390 Fax # 410-515-7391**

- II. **Beginning the boat yard season of 2013** - A key will be issued to those approved. The key will require a \$25.00 refundable deposit. If a key is lost an additional \$25.00 deposit will be required in order to obtain a replacement key. When you choose to vacate your space, turn in your key and receive your \$25.00 deposit back. **ONLY ONE KEY WILL BE ISSUED FOR EACH REGISTRATION.**
- III. **Beginning the boat yard season of 2013, pending a vote of the Association** - Each numbered parking space in the yard will be assessed a \$200.00 per year fee. This fee will be billed separately from the HOA fees and will be due on April 1st each year. For first time entry into the Boat Yard, the fee will be prorated beginning the first month through March 31st of the following year. **Should you vacate your spot, voluntarily or by rule, NO refunds or pro-rated funds will be reimbursed.**
- IV. Each boat trailer will be designated a numbered spot where the boat trailer is to be stored. **YOUR VEHICLE MUST BE IN THE SPOT IT IS ASSIGNED!** Any boat trailer not in its proper spot will be tagged with a tow notice as "illegally parked" and handled as such by management and the tow company.
- V. The gate/chain must be **CLOSED AND LOCKED** behind you each time you exit the facility. We suggest if you are going to be in the yard for an extended period of time you secure the lock to the gate until you leave. This will prevent tampering or theft of other people's belongings.
- VI. **Boat/trailer spaces are not transferable.** If you vacate your space, please contact the Community Manager to arrange for turning in your key and receiving your key deposit. Should you fail to notify management that you are no longer occupying the space and/or allow someone else to occupy the space; you will be held responsible/liable for their actions/damages.
- VII. **Do not give your key to anyone.** Please do not allow anyone in the yard that has no business to be there. Please accompany all guests or workmen into and out of the yard. This is private property so if you see any suspicious activity in the yard or anywhere else in this community, call the proper authorities.
- VIII. You must be 18 years of age or older to access the boat yard. **Children should NOT be allowed/or left in the boat yard alone at any time, it's not safe and they have no reason to be there.**
- IX. Please clean up and remove all debris and trash from the yard. Please do not let the boats/trailers deteriorate and then become impossible to remove from the yard. Please check your vehicle periodically to make sure it is okay. Please check your covers to make sure it is secure.
- X. All boats must be properly covered during the off season.
- XI. All boats must be in good working condition and appearance. The Board reserves the right to deny access or request a boat be removed from the boat yard should it become dilapidated, an "eyesore" or a nuisance by any means. **NO refunds or pro-rated funds will be reimbursed.**
- XII. All Boat yard users must be current with their regular Association fees to be eligible to use the boat yard.

Signature of Owner

Address of owner

Date

Witness

title

Date

Order: 73102/BZMK
Address: BMW Group Ltd
Order Date: 09-24-2024
Document not for resale
BMW Group Ltd

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

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Income Statement Budget

Beachwood Estates Homeowners Association, Inc.

August 2024



	Current Period			Year-to-date			Annual	Remaining
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget
Revenue								
Revenue								
5111 - Assessment Income	1,668.97	11,652.08	(9,983.11)	119,346.96	93,216.64	26,130.32	139,825.00	20,478.04
5330 - Interest Income-Reserves	62.67	0.00	62.67	482.30	0.00	482.30	0.00	(482.30)
5335 - Interest Income-Owners	29.76	0.00	29.76	29.76	0.00	29.76	0.00	(29.76)
5510 - Late Fees	127.50	0.00	127.50	3,373.75	0.00	3,373.75	0.00	(3,373.75)
5525 - Boat Yard Income	0.00	83.33	(83.33)	250.00	666.64	(416.64)	1,000.00	750.00
5560 - Pool Rental Income	0.00	0.00	0.00	200.50	0.00	200.50	0.00	(200.50)
5999 - Revenue Clearing	0.00	0.00	0.00	892.50	0.00	892.50	0.00	(892.50)
Total: Revenue	1,888.90	11,735.41	(9,846.51)	124,575.77	93,883.28	30,692.49	140,825.00	16,249.23
Total: Revenue	1,888.90	11,735.41	(9,846.51)	124,575.77	93,883.28	30,692.49	140,825.00	16,249.23
Expense								
Expense								
6510 - Repairs & Maintenance	0.00	333.33	(333.33)	5,430.00	2,666.64	2,763.36	4,000.00	(1,430.00)
6520 - Equipment & Supplies	0.00	0.00	0.00	199.57	0.00	199.57	0.00	(199.57)
6530 - Grounds Care	1,640.00	1,666.67	(26.67)	18,870.32	13,333.36	5,536.96	20,000.00	1,129.68
6555 - Exterminating	300.00	0.00	300.00	300.00	0.00	300.00	0.00	(300.00)
7710 - Management Fees	1,974.00	1,974.00	0.00	15,792.00	15,792.00	0.00	23,688.00	7,896.00
7720 - Insurance	0.00	583.33	(583.33)	3,478.00	4,666.64	(1,188.64)	7,000.00	3,522.00
7730 - Legal Fees	0.00	166.67	(166.67)	453.26	1,333.36	(880.10)	2,000.00	1,546.74
7735 - Office/Postage Expense	254.80	333.33	(78.53)	2,888.98	2,666.64	222.34	4,000.00	1,111.02
7736 - Website Expenses	0.00	58.33	(58.33)	0.00	466.64	(466.64)	700.00	700.00
7745 - Accounting Fees	0.00	33.33	(33.33)	400.00	266.64	133.36	400.00	0.00
7761 - Meeting Room	0.00	8.33	(8.33)	0.00	66.64	(66.64)	100.00	100.00
8410 - Pool Management	0.00	4,543.75	(4,543.75)	55,512.00	36,350.00	19,162.00	54,525.00	(987.00)
8412 - Pool Opening/Winterization	0.00	166.67	(166.67)	600.00	1,333.36	(733.36)	2,000.00	1,400.00
8415 - Pool Telephone	53.21	29.17	24.04	253.66	233.36	20.30	350.00	96.34
8430 - Pool Water & Sewer	0.00	83.33	(83.33)	868.72	666.64	202.08	1,000.00	131.28
8431 - Pool Taxes - Water & Sewer Ben	0.00	250.00	(250.00)	3,007.75	2,000.00	1,007.75	3,000.00	(7.75)
8435 - Pool Electric	0.00	250.00	(250.00)	0.00	2,000.00	(2,000.00)	3,000.00	3,000.00
8440 - Pool Supplies	326.93	166.67	160.26	4,496.80	1,333.36	3,163.44	2,000.00	(2,496.80)
8445 - Pool Repairs/Maintenance	0.00	583.33	(583.33)	2,665.00	4,666.64	(2,001.64)	7,000.00	4,335.00
8610 - Gas & Electricity	747.30	0.00	747.30	2,931.46	0.00	2,931.46	0.00	(2,931.46)
9920 - Reserve Transfer - Contingency	505.17	505.17	0.00	4,041.36	4,041.36	0.00	6,062.00	2,020.64
Total: Expense	5,801.41	11,735.41	(5,934.00)	122,188.88	93,883.28	28,305.60	140,825.00	18,636.12
Total: Expense	5,801.41	11,735.41	(5,934.00)	122,188.88	93,883.28	28,305.60	140,825.00	18,636.12
Net Income	(3,912.51)	0.00	(3,912.51)	2,386.89	0.00	2,386.89	0.00	(2,386.89)

Balance Sheet Consolidated
Beachwood Estates Homeowners Association, Inc.
As Of 8/31/2024



Name	Operating	Other	Reserve	Total
Asset				
Assets				
1110 - Checking-Cash Account	68,672.23	0.00	0.00	68,672.23
1127 - Pacific Western Bank MM	0.00	0.00	92,590.36	92,590.36
Total: Assets	68,672.23	0.00	92,590.36	161,262.59
Total: Asset	68,672.23	0.00	92,590.36	161,262.59
Equity				
Equity				
4710 - Retained Earnings	158,875.70	0.00	0.00	158,875.70
Total: Equity	158,875.70	0.00	0.00	158,875.70
Total: Equity	158,875.70	0.00	0.00	158,875.70
Net Income	2,386.89	0.00	0.00	2,386.89
Total Liabilities and Equity	161,262.59	0.00	0.00	161,262.59