

AMENDED AND RESTATED CHARTER
of
COLUMBIA ASSOCIATION, INC.
(FORMERLY COLUMBIA PARK AND RECREATION ASSOCIATION, INC.)

COLUMBIA ASSOCIATION, INC. (FORMERLY COLUMBIA PARK AND RECREATION ASSOCIATION, INC.), a Maryland corporation (the "Corporation"), desires to amend and restate its Charter as currently in effect (the "Charter") as provided for herein. The Corporation hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

ARTICLE I: FIRST: The Charter of the Corporation is hereby amended and restated in its entirety.

SECOND: The name of the Corporation (as of May 1, 1991) is COLUMBIA ASSOCIATION, INC.

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

To organize and operate a civic organization which shall not be organized or operated for profit, but which shall be organized and operated exclusively for the promotion of the common good and social welfare of the people of the community of Columbia and its environs ("Columbia" being defined as the community developed and to be developed on that tract of land in Howard County, Maryland (the "County")), presently consisting of 14,744.382 acres of land, more or less, the fee of which, or the leasehold interest in which is presently subjected to the "Declaration," as hereinafter defined. Said tract of land, together with any additional land in the County which may hereafter be subjected to the Declaration by any amendment or supplement thereto filed among the Land Records of Howard County, Maryland, being sometimes hereinafter referred to as "the Property").

The Corporation shall have no members other than the Columbia Council Representatives, as hereinafter defined, and no part of the net earnings of the Corporation shall at any time in any manner inure to the benefit of any member, director or individual. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, provided that the Corporation may elect to have its allowable expenditures for such purpose determined in accordance with the provisions of section 501(h) of the Internal Revenue Code of 1954, as amended; nor shall it in any manner or to any extent participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office; nor shall the Corporation engage in any activities that are unlawful under applicable Federal, state or local laws.

For the general purpose aforesaid, and limited to that purpose (hereinafter sometimes referred to as the "Purpose"), the Corporation shall have the following specific purposes:

(1) To aid, promote, and provide for the establishment, advancement and perpetuation of any and all utilities, systems, services and facilities within Columbia which tend to promote the general welfare of its people with regard to health, safety, education, culture, recreation, comfort or convenience to the extent and in the manner deemed desirable by the Board of Directors;

(2) To exercise all the rights, powers and privileges and to perform all of the duties and obligations of the Corporation as set forth and undertaken in the Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens (the "Declaration") dated December 13, 1966 between the Corporation as grantor and C. Aileen Ames as grantee and filed among the Land Records of Howard County, Maryland, at Liber 463, Folio 158, as heretofore modified and supplemented or as may be modified or supplemented from time to time as therein provided;

(3) To operate and maintain, or provide for the operation and maintenance of, any properties which may from time to time be designated or conveyed to the Corporation for operation and maintenance as areas serving the general welfare of Columbia and the people thereof with regard to health, safety, education, culture, recreation, comfort and convenience, all pursuant to the Declaration and subject to the provisions thereof;

(4) To enforce all covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements, and liens provided in the Declaration, and to assess, collect, and disburse the charges created under such Declaration and to use the proceeds of such charges for the promotion of any and all of the purposes heretofore mentioned in any lawful manner determined by the Board of Directors, pursuant to and subject to the provisions of the Declaration; and

(5) To do any and all lawful things and acts that the Corporation may from time to time, in its discretion, deem to be for the benefit of Columbia and the inhabitants thereof or advisable, proper or convenient for the promotion of the interests of said inhabitants with regard to health, safety, education, culture, recreation, comfort or convenience.

Except as provided in the Declaration, the Corporation will take action to accomplish the foregoing only when and if such action appears to the Board of Directors to be desirable and feasible, and the Corporation shall be under no obligation to, and no representation is made that it will, take any action

to accomplish all or any of the foregoing.

Solely in aid of the Purposes of the Corporation, the Corporation shall have the following powers:

(1) To purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, improve, maintain, and operate, and to aid and subscribe toward the acquisition, development or improvement of, real and personal property; and rights and privileges therein, suitable or convenient for any of the purposes of the Corporation.

(2) To purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, construct, erect, improve, manage, maintain, and operate, and to aid and subscribe toward the acquisition, construction or improvement of, systems, utilities, plants, mills, factories, works, buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of any of the purposes of the Corporation.

(3) To make contracts, incur liabilities, and borrow money; and to issue bonds, notes and other obligations and secure the same (i) by mortgage or deed of trust of all or any part of the property, franchises and income of the Corporation, and/or (ii) by the charges imposed on the property of others under, and the liens on such property created by, the Declaration; and to guarantee the obligations of others in which it may be interested in the furtherance of the purposes of the Corporation.

(4) To lease, sell or donate to the State of Maryland or to the County, or any agency, subdivision, authority or instrumentality of said State or the County, or to any Association (as defined in the Declaration) or to any civic or other non-profit organization, any of the property or facilities acquired or constructed by the Corporation when in the opinion of the Board of Directors such leasing, sale or donation is desirable for and beneficial to the social welfare of the people of Columbia, upon such terms and conditions as the Board of Directors may deem acceptable.

(5) To render direct financial assistance, to make direct contributions or grants of money, or to make loans or advances to the State of Maryland or to the County, or any agency, subdivision, authority or instrumentality of said State or the County, or to any Association or any civic or other non-profit organization, when in the opinion of the Board of Directors such assistance, contribution or grant is desirable for and beneficial to the social welfare of the people of Columbia.

(6) Subject to the provisions of Paragraph (3) of Article I, FIFTH hereof, to lease or sell any of the property or facilities acquired or constructed by the Corporation, to render direct financial assistance to or to

make direct contributions or grants of money, or to make loans or advances to any person engaged or to be engaged in providing public services or facilities necessary or desirable for the social welfare of the people of Columbia.

(7) To undertake and prepare, or cause to be prepared, studies and plans (for submission to any public authority or for its own use) which relate to any phase or aspect of the physical, social, or cultural development of Columbia, and to create, or cause to be created facilities, boards, councils, associations and the like for the supervision and implementation thereof.

(8) To fix, charge and collect tolls, fees, rates, rentals and other charges for the use of the facilities of, or for the services rendered by the Corporation not for profit but for the purpose of providing for the payment of the expenses of the Corporation, the cost of the construction, improvement, repair, equipping, furnishing, maintenance, and operation of its facilities, the cost of its services, and the principal and interest on its obligations.

(9) To solicit, receive and accept donations of money or property or any interest in property from the State of Maryland, the County, or any subdivision of either, the Federal government or any agency or instrumentality thereof, or from any person.

(10) To raise money for any particular facility or service which the Corporation proposes to provide by means of a special assessment of Columbia generally or of a part or parts thereof to be specially benefited thereby and to condition the providing of such facility or service upon the voluntary payment of all or a specified percentage of the aggregate amount of such assessment.

(11) To enforce any restrictive covenant, and any covenant or other obligation providing for the payment of any charges, assessments or fees, which are a part of the Declaration or created by any contract, deed, or other instrument executed pursuant to the provisions of said Declaration, not for profit but for the purpose of providing for the payment of the expenses of the Corporation, the cost of the construction, improvement, repair, equipping, furnishing, maintenance, and operation of its facilities, the cost of its services, and the principal and interest on its obligations and to create any facilities, boards or associations deemed to be convenient by the Board of Directors for such enforcement.

(12) To create, cause to be created, or to assist in or approve the creation of "Incorporated Associations" (as defined in Article I, SEVENTH(3)), which shall be non-profit civic organizations having representative membership from among the property owners in a certain area within the Property and which shall have the purpose and function of enhancing the peculiar common interests of the particular area or areas and the inhabitants

thereof, and to supervise the organization, management, operation and activities of such Incorporated Associations to the extent and in any manner that the Board of Directors may deem appropriate, and to perform such duties and obligations and exercise such rights and powers with relation thereto which may be imposed or granted to the Corporation by way of any Declaration, Deed or Charter executed and filed with the appropriate public authority in connection with the creation or operation thereof.

(13) To have and exercise, to the extent necessary or desirable for the accomplishment of the aforesaid purposes and to the extent they are not inconsistent with the Purpose of this Corporation, any and all powers conferred upon the corporations of a similar character by the General Laws of the State of Maryland.

FOURTH: The post office address of the principal office of the Corporation in this State is 6310 Hillside Court, Suite 100, Columbia, Maryland 21046. The name and post office address of the resident agent of the Corporation in this State is Corporation Trust Incorporated, 351 West Camden Street, Baltimore, Maryland 21201. Said resident agent is a Maryland corporation.

FIFTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and members:

(1) The Corporation is not organized for profit, and notwithstanding any provision in the Declaration, or any amendment or supplement thereto, or in any other deed, agreement or other document, no part of the net earnings of the Corporation shall inure in any event to the benefit of any member, director, or officer of the Corporation or any private person (except that reasonable compensation may be paid for services rendered to or for the Corporation and the Corporation may enter into a contract with any established insurance company or companies for a group, annuity, retirement or pension plan, and contribute so much thereto as the Board of Directors may deem equitable, or be required to pay under any such contract), and no member, director, or officer of the Corporation, or any private person shall be entitled to share in the distribution of the corporate assets upon dissolution of the Corporation or otherwise.

(2) In the event of the liquidation or winding up of the Corporation (whether voluntary or involuntary) all of the assets of the Corporation (after payment of debts) shall be transferred to and contributed to and shall vest in (a) Howard County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland, or the agency, subdivision or instrumentality of said County appropriate to take title to each of such assets, or (b) any of the Incorporated Associations or other non-profit civic organizations which are devoted to the social welfare of Columbia or a part thereof as the

Board of Directors shall determine.

(3) The Corporation shall in no case sell or donate any of its property or assets or make any loans to any person (other than the State of Maryland or Howard County or any subdivision of either or an Incorporated Association or other non-profit civic organization when such is for the promotion of the social welfare of the people of Columbia) unless the Board of Directors shall first pass a resolution (a) finding that such action is to be taken exclusively for the promotion of the social welfare of the people of Columbia, (b) setting forth the civic betterments or social improvements which such action is expected to produce, and (c) finding that the benefits from such action to be derived by such person are necessary incidents to the accomplishment of the Corporation's purpose to promote the social welfare of the people of Columbia.

(4) Subject to the restriction and limitations contained herein the Corporation may enter into contracts and transactions with any director or with any corporation, partnership, trust or association of which any director is a stockholder, director, officer, partner, member, trustee, beneficiary, employee or in which any director is otherwise interested; and such contract or transaction shall not be invalidated or in any way affected by the fact that such director has or may have an interest therein which is or might be adverse to the interest of the Corporation; provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction; and such director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Corporation which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction with like force and effect as if he were not so interested. No director having such disclosed or known adverse interest shall be liable to the Corporation or any creditor thereof or any other person having any loss incurred by the Corporation under or by reason of any such contract or transaction, nor shall any such director be accountable for any gains or profits realized therefrom.

(5) The Corporation shall indemnify (a) its directors to the full extent provided by the General Laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures provided by such laws; (b) its officers to the same extent it shall indemnify its directors; and (c) its officers who are not directors to such further extent as shall be authorized by the Board of Directors and be consistent with law. The foregoing shall not limit the authority of the Corporation to indemnify other employees and agents consistent with law.

(6) To the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no director or officer of the Corporation shall be personally liable to the Corporation or its members for money damages. No amendment or repeal of any of its provisions shall limit or

eliminate the limitation on liability provided to directors and officers hereunder with respect to any act or omission occurring prior to such amendment or repeal.

(7) The Corporation reserves the right to make from time to time and at any time any amendments to its Charter, as then in effect, which may be now or may hereafter be authorized by law, upon the affirmative vote of 2/3 of the then current members of the Corporation; provided that no such amendment may change the purpose of the Corporation. Not less than thirty (30) days prior to the date upon which the members propose to adopt any amendment to this Charter, notice of such proposed action shall be given by advertisement in at least one newspaper of general circulation in Columbia and by posting on the Corporation's website, and in any other manner as the Board of Directors shall elect. No amendment to this Charter shall be adopted except in a public meeting at which members of the public shall be given an opportunity to comment on the proposed amendment.

SIXTH: The Corporation is not authorized to issue any capital stock or securities convertible into shares of capital stock. The Board of Directors shall have full power and authority at any time, and from time to time, to issue such bonds, notes and other evidences of indebtedness, secured or unsecured, in such amount or amounts, for such consideration and upon such terms and conditions as it shall deem advisable.

SEVENTH: The members and the directors of the Corporation shall be as follows:

(1) The members of the Corporation shall be the Columbia Council Representatives, as provided in Paragraph 3 below. Each member shall be entitled to one vote.

(2) The Corporation shall be governed by a Board of Directors which shall consist of the members of the Corporation and the President of the Corporation, as provided in Paragraph 4 below.

(3) It is anticipated that as the Property is developed, incorporated community or neighborhood associations for the promotion of the welfare of residents of particular sections of the Property will be formed (each an "Incorporated Association"). Each such Incorporated Association, which shall meet the standards of organization and membership prescribed by the Board of Directors of this Corporation, shall have the right to elect one of the members thereof to a council, to be known as the Columbia Council, which shall be an unincorporated advisory group whose function shall be to consider and make recommendations to the Incorporated Associations for the benefit and welfare of the Property and the residents thereof. At the Corporation's annual meeting, the members of the Corporation then in office shall elect each Columbia Council Representative as a director and member of the Corporation. In no event shall

members and directors so elected number more than the number of Incorporated Associations having the right to elect a Columbia Council Representative as hereinbefore provided, nor shall the total number of votes entitled to be cast by such members and directors at any time exceed the number of such Incorporated Associations then having the right to elect a representative to the Columbia Council. Each member and director so elected shall serve as such until the end of his/her term as Columbia Council Representative or until his or her successor is duly elected and qualifies, whichever is later. If the members of any Incorporated Association remove or recall their Columbia Council Representative through a procedure authorized by the charter and by-laws of the Incorporated Association, the members of this Corporation shall remove such former Columbia Council Representative from office as a member and director of this Corporation, as provided in the by-laws. In the event of the death, resignation or removal pursuant to the by-laws of a member and director, the remaining members of this Corporation, although less than a quorum, shall elect as his or her successor the nominee submitted by the Board of Directors of the Incorporated Association from which such former member and director was elected. Any successor member and director so elected shall serve for the remainder of the term of the former member and director or until his or her successor is duly elected and qualifies.

(4) In addition to the Columbia Council Representatives elected as provided herein, the President of the Corporation shall be a director and an ex officio member (but not a member) of the Corporation so long as he or she shall hold the office of President. The President shall not have the right to vote but shall have all other rights, privileges and powers as the Directors who are also Columbia Council Representatives.

(5) Except as herein otherwise specified, at all meetings of the Board of Directors, a majority of the Directors entitled to vote shall constitute a quorum for the transaction of business. Unless otherwise provided by statute, at any meeting duly called and at which a quorum is present, the vote of a majority of the Directors present at the meeting shall be sufficient to take or authorize action upon any matter which may properly come before the meeting. Each Director entitled to vote shall be entitled to cast one vote on every matter presented to the Board of Directors.

EIGHTH: The number of directors of the Corporation is eleven (11). The names of the directors currently in office are: Reginald Avery, Richard Boulton, Brian Dunn, Janet Evans, Jeanne Ketley, Alan Klein, Milton Matthews, Nancy McCord, Gregg Schwind, Andrew Stack, and Chao Wu.

NINTH The duration of the Corporation shall be perpetual.

ARTICLE II: The foregoing amendment and restatement of the Charter has been duly approved by the board of directors of the Corporation and approved by the unanimous consent of the members of the Corporation, all in the manner prescribed by, and in accordance with, the provisions of the Maryland General Corporation Law.

ARTICLE III: The provisions set forth in the foregoing amendment and restatement of the Charter are all of the provisions of the Charter currently in effect.

Amended May 14, 2015

IN WITNESS WHEREOF, Columbia Association, Inc. has caused this Amended and Restated Charter to be signed in its name and on its behalf by its President and attested by its Secretary on this 6th day of October, 2015, and its President acknowledges that this Amended and Restated Charter is the act and deed of the Corporation, and, under the penalties for perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST:

/s/ Sheri V.G. Fanaroff, Secretary

/s/ Milton W. Matthews, President

BY-LAWS
COLUMBIA ASSOCIATION, INC.

(Formerly Columbia Park and Recreation Association, Inc.)

ARTICLE I

Members

Section 1.01. Annual Meeting. The Corporation shall hold each year, commencing with the year 1983, an annual meeting of the members for the election of Directors and the transaction of any business within the powers of the Corporation, on any business day in the month of May in each year, said date to be selected by the Board of Directors at the meeting held immediately prior to said annual meeting. Any business of the Corporation may be transacted at any annual meeting without being specially designated in the notice, except such business as is specifically required by statute or by the charter to be stated in the notice. Failure to hold an annual meeting within the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 1.02. Special Meetings. At any time in the interval between annual meetings, special meetings of the members may be called by the Chairperson of the Board or the President or by a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting.

Section 1.03. Place of Meetings. All meetings of members shall be held at the principal office of the Corporation in Columbia, Maryland, except in cases in which the notice thereof designates some other place; but all such meetings shall be held within the State of Maryland.

Section 1.04. Notice of Meetings. Not less than ten days nor more than thirty days before the date of every members' meeting, the Secretary shall give to each member entitled to vote at such meeting written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or electronic mail or by presenting it to him or her personally or by leaving it at his or her residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his or her post office address as it appears on the records of the Corporation, with postage thereon prepaid. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person or by proxy, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of members, annual or special, may adjourn from time to time to reconvene at the same

or other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 1.05. Quorum. Except as provided in Section 1.10 hereof, and unless otherwise provided in the charter, at any meeting of members the presence in person of members entitled to cast a majority of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under statute or under the charter of the Corporation for the vote necessary for the adoption of any measure. In the absence of a quorum the members present in person, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 1.06. Votes Required. Except as provided in Section 1.10 hereof, and unless otherwise provided by statute or in the charter, at any meeting of members duly called and at which a quorum is present, a majority of the votes cast shall be sufficient to take or authorize action upon any matter which may properly come before the meeting. Unless the charter provides for a greater or less number of votes per member or limits or denies voting rights, each member shall be entitled to one vote on each matter submitted to a vote at a meeting of members.

Section 1.07. Proxies. A member may vote as such either in person or by proxy executed in writing by the member or by his or her duly authorized attorney-in-fact. Every proxy shall be in writing, subscribed by the member or his duly authorized attorney, and dated, but need not be sealed, witnessed or acknowledged. Every proxy shall state the specific matters of business upon which a vote is authorized, or it may authorize a vote on any matter properly submitted to a vote at a specific meeting, and no proxy shall be valid except for a vote upon the specific matters or at the specific meeting for which it was authorized.

Section 1.08. Voting. In all elections for directors every member shall have the right to cast his or her vote, in person or by proxy, for as many persons as there are directors to be elected and for whose election he or she has a right to vote. At all meetings of members the proxies and ballots shall be received, and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairperson of the meeting. If demanded by any member, present in person or by proxy, or if ordered by the chairperson, the vote upon any election or question shall be taken by ballot. Unless so demanded or ordered, no vote need be by ballot.

Section 1.09. Informal Action by Members. Any action required or permitted to be taken at any meeting of members may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the members entitled to vote on the subject matter thereof and any other members entitled to notice of a meeting of members (but not to vote thereat) have waived in writing any rights which they may

have to dissent from such action, and such consent and waiver are filed with the records of the Corporation.

Section 1.10. Special Provision for Lack of Quorum. If a meeting of the members of this Corporation has been duly called for any lawful purpose, and at such meeting a sufficient number of votes by the members entitled to vote thereat to approve or authorize the proposed action cannot be obtained, then, if the notice of such meeting stated that the procedure authorized by this section might be invoked, the members present at such meeting in person or by proxy may by majority vote of the total number of votes entitled to be cast at such meeting call a further meeting of the members for the same purpose. Fifteen days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Corporation and by posting on the Corporation's website. At such further meeting the members present in person or by proxy shall constitute a quorum and by majority vote of the total number of votes entitled to be cast at such meeting of those present in person or by proxy may approve or authorize the proposed action and take any other action which might have been taken at the original meeting if a sufficient number of votes by the members entitled to vote thereat had been obtainable; and the notice of such further meeting shall so state.

ARTICLE II

Board of Directors

Section 2.01. Powers. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may exercise all the powers of the Corporation, except such as are by statute or the charter or the by-laws conferred upon or reserved to the members. The Board of Directors shall keep full and fair accounts of its transactions.

Section 2.02. Number of Directors. The number of directors of the Corporation shall be determined as provided in the charter.

Section 2.03. Election and Removal of Directors. At the annual meeting of members in 1983 and at each annual meeting thereafter, the members entitled to vote thereon shall elect directors as provided in the charter, to hold office for the term provided in the charter or until their successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the holders of two-thirds (2/3) of the votes entitled to be cast thereat, remove any director or directors from office. If the members of any Incorporated Association remove or recall their Columbia Council Representative through a procedure authorized by the charter and by-laws of the Incorporated Association, the members of this Corporation shall remove such Columbia Council Representative from office as a director of this Corporation.

Section 2.04. Vacancies. In the event of death, resignation or removal pursuant to Section 2.03 hereof of a director who is a Columbia Council Representative, the members of the Corporation shall elect as his or her successor the nominee submitted by the Board of Directors of the Incorporated Association from which such former director was elected. For the purpose of filling a vacancy on the Board of Directors, a majority of the votes cast by the remaining members of the Corporation entitled to vote thereon, although less than a quorum, shall be sufficient as provided in the charter. A director elected to fill a vacancy shall hold office for the remainder of the term of the former director or until his or her successor is elected and qualifies, whichever occurs later.

Section 2.05. Regular Meetings. After each meeting of members at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be designated by the members at such meeting; and in the event that no other time is designated by the members, the Board of Directors shall meet at 7:30 p.m. on the date of such members' meeting. Such first meeting shall be held at such place within or without the State of Maryland as may be designated by the members, or in default of such designation at the place designated by the Board of Directors for such first regular meeting, or in default of such designation at the office of the Corporation in Columbia, Maryland. No notice of such first meeting shall be necessary if held as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors.

Section 2.06. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairperson of the Board, the Vice-Chairperson of the Board or the President or by a majority of the votes entitled to be cast by the Board of Directors at a meeting, or in writing with or without a meeting. Such special meetings shall be held at such place or places within or without the State of Maryland as may be designated from time to time by the Board of Directors. In the absence of such designation such meetings shall be held at such places as may be designated in the calls.

Section 2.07. (a) Notice of Meetings. Except in the case of a closed meeting as provided in paragraph (b) of this Section 2.07, notice of the place and time of every regular meeting and, if time permits, of every special meeting, shall be published in a newspaper of general circulation in Columbia, Maryland at least one week prior to such meeting and posted on the Corporation's website at least six (6) days prior to such meeting, and may state the business to be transacted thereat. Except as provided in Section 2.05, notice of the place, day and hour of every regular and special meeting shall be given to each director not less than five days before a regular meeting and not less than twenty-four hours before a special meeting, by delivering the same to him or her personally, or by leaving the same at his or her residence or usual place of

business, or by sending the same through electronic mail, or, in the alternative, by mailing such notice at least six days (in the case of a regular meeting) or two days (in the case of a special meeting) before the meeting, postage prepaid, and addressed to the director at his or her last known post office address, according to the records of the Corporation. Unless required by these by-laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

(b) Conduct of Meetings. All meetings of the Board of Directors of the Corporation shall be open to the public, except that the Board of Directors, upon request of the Chairperson of the Board, the Vice-Chairperson of the Board in the absence of the Chairperson, the President or a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting, may meet in closed session, or may adjourn an open meeting to meet in closed session, for the following purposes:

- (1) to discuss matters pertaining to employees and personnel;
- (2) to protect the privacy or reputation of individuals in matters not related to the Corporation's business;
- (3) to consider the terms and conditions of a business transaction in the negotiation stage, the disclosure of which could adversely affect the economic interests of the Corporation;
- (4) to consult with legal counsel on legal matters;
- (5) to consult with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters;
- (6) to discuss investigative proceedings concerning possible or actual criminal misconduct;
- (7) to comply with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;
- (8) to discuss individual owner assessment (annual charge) accounts; or
- (9) for any other purpose as permitted by law.

(c) Minutes of Meetings. Minutes of each regular and special meeting shall be typed and include the persons in attendance, subjects considered and a record of the votes cast by each Board member on matters coming before the meeting, and shall be available for public inspection following approval thereof. In the case of a closed meeting held pursuant to paragraph (b) of this Section 2.07, minutes of the actions taken at such meeting shall be recorded in the same manner as prescribed for other meetings of the Board of Directors and shall be made public at such time as the confidentiality with respect to the matters discussed or transacted at such meeting is no longer required. A statement of the time, place and purpose of a closed meeting and the record of the vote of each board or committee member by which the meeting was closed shall be included in the minutes of the next board or committee meeting.

Section 2.08. Records of Corporation. All books and records of the Corporation shall be made available for examination and copying by a lot owner, lot owner's mortgagee, or their authorized agent or attorney during normal business hours and after reasonable written notice to the Corporation; provided, however, that books and records may be withheld from inspection to the extent that they concern (i) personnel records, not including information on individual salaries, wages, bonuses and other compensation paid to employees; (ii) an individual's medical records; (iii) records relating to business transactions currently in negotiation; (iv) written advice of legal counsel; (v) an individual's personal financial records; (vi) minutes of a closed meeting of the Board of Directors or a Board committee, unless the Board approves unsealing those minutes; or (vii) other books and records as permitted by law. In the event that inspection of any such record is denied, any person seeking such inspection may request review of such decision by the Board of Directors of the Corporation, who shall determine within a reasonable time the appropriateness of such denial.

Section 2.09. Quorum. At all meetings of the Board of Directors, the presence in person of a majority of the directors shall constitute a quorum for the transaction of business. Unless otherwise provided by statute, by the charter or by these by-laws, at any meeting duly called and at which a quorum is present, a majority of the total number of votes constituting such quorum shall be sufficient to take or authorize action upon any matter which may properly come before the meeting. In the absence of a quorum, the directors present, by casting a majority of the votes there represented and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.10. Compensation. By resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed to directors for attendance at each regular or special meeting of the Board of Directors or of committees thereof, but directors as such shall not receive any other compensation for their services except as may be authorized or permitted by vote of the members. A director who serves the

Corporation in any other capacity, however, may receive compensation without such vote of the members.

Section 2.11. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 2.12. Parliamentary Authority of Board. The rules contained in Robert's Rules of Order, Newly Revised, current edition, shall govern the Board in all cases in which they are applicable and in which they are not inconsistent with these by-laws or any Special Rules of Order that the Board shall by motion adopt.

ARTICLE III

Committees

Section 3.01. Committees. The Board of Directors may by resolution provide for an Executive Committee and for such other standing or special committees as it deems desirable and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

ARTICLE IV

Officers

Section 4.01. Executive Officers. The Board of Directors shall choose a Chairperson and Vice-Chairperson of the Board from among the directors. The Board of Directors shall choose a President, a Secretary and a Treasurer, none of whom need be a director. The Board of Directors may choose one or more Vice-Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, none of whom need be a director. Any two or more of the above-mentioned offices, except those of President and a Vice-President, may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by statute, by the charter, by the by-laws or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of members next succeeding his or her election, and until his or her successor shall have been duly chosen and qualified, or until he or she shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.02. Chairperson of the Board. The Chairperson of the Board shall preside at all meetings of the Board of Directors and of the members at which he or she shall be present. He or she shall have and may exercise such powers as are from time to time, assigned to him or her by the Board of Directors.

Section 4.03. Vice-Chairperson of the Board. The Vice-Chairperson of the Board, at the request of the Chairperson of the Board or during his or her absence or inability to act, shall perform the duties and exercise the functions of the Chairperson, and when so acting shall have the powers of the Chairperson.

Section 4.04. President. The President shall have general charge and supervision of the business of the Corporation; he or she may sign and execute, in the name of the Corporation, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Corporation; and, in general, he or she shall perform all duties incident to the office of a president of a corporation and such other duties as, from time to time, may be assigned to him or her by the Board of Directors.

Section 4.05. Vice-Presidents. The Vice-President or Vice-Presidents, at the request of the President or in his or her absence or during his or her inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. If there be more than one Vice-President, the Board of Directors may determine which one or more of the Vice Presidents shall perform any of such duties or exercise any of such functions, or if such determination is not made by the Board of Directors, the President may make such determination; otherwise, any of the Vice Presidents shall have such other powers and perform such other duties as may be assigned to them by the Board of Directors or the President.

Section 4.06. Secretary. The Secretary shall keep the minutes of the meetings of the members, of the Board of Directors and of any committees, in books provided for the purpose; he or she shall see that all notices are duly given in accordance with the provisions of the by-laws or as required by law; he or she shall be custodian of the records of the Corporation; he or she shall see that the corporate seal is affixed to all documents the execution of which, on behalf of the Corporation, under its seal, is duly authorized, and when so affixed may attest the same; and in general, he or she shall perform all duties incident to the office of a secretary of a corporation, and such other duties as, from time to time, may be assigned to him or her by the Board of Directors or the President.

Section 4.07. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit, or cause to be deposited, in the name of the Corporation, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from

time to time, be selected by the Board of Directors; he or she shall render to the President and to the Board of Directors whenever requested, an account of the financial condition of the Corporation, and, in general, he or she shall perform all the duties incident to the office of a treasurer of a corporation, and such other duties as may be assigned to him or her by the Board of Directors or the President.

Section 4.08. Assistant Officers. The Assistant Secretaries shall have such duties as may from time to time be assigned to them by the Board of Directors or the Secretary. The Assistant Treasurers shall have such duties as may from time to time be assigned to them by the Board of Directors or the Treasurer.

Section 4.09. Subordinate Officers. The Board of Directors may from time to time appoint such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and perform such duties as the Board of Directors or the President may prescribe. The Board of Directors may, from time to time, authorize any committee or officer to appoint and remove subordinate officers and prescribe the duties thereof.

Section 4.10. Compensation. The Board of Directors shall have power to fix the compensation of all officers of the Corporation. It may authorize any committee or officer, upon whom the power of appointing subordinate officers may have been conferred, to fix the compensation of such subordinate officers.

Section 4.11. Removal. Any officer or agent of the Corporation may be removed by the affirmative vote of two-thirds of the members of the Board of Directors.

ARTICLE V

Finance

Section 5.01. Checks, Drafts, Etc. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Corporation, shall unless otherwise provided by resolution of the Board of Directors, be signed by the President or a Vice-President and countersigned by the Treasurer or Secretary.

Section 5.02. Annual Reports. There shall be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted to the members and directors within ninety days after the end of such fiscal year and filed at the principal office of the Corporation. Such statement shall be prepared by such executive officer of the Corporation as may be designated in additional or supplementary by-laws adopted by the Board of Directors. If no other executive officer is so designated, it shall be the duty of the President to prepare such statement.

Section 5.03. Fiscal Year. The fiscal year of the Corporation shall be the twelve calendar months ending April 30th of each year, unless otherwise provided by the Board of Directors.

ARTICLE VI

Sundry Provisions

Section 6.01. Seal. The Board of Directors shall provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 6.02. Bonds. The Board of Directors may require any officer, agent or employee of the Corporation to give a bond to the Corporation, conditioned upon the faithful discharge of his or her duties, with one or more sureties and in such amount as may be satisfactory to the Board of Directors.

Section 6.03. Voting Upon Shares in Other Corporations. Any shares in other corporations or associations which may from time to time be held by the Corporation, may be voted at any meeting of the shareholders thereof by the President or a Vice-President of the Corporation or by proxy or proxies appointed by the President or one of the Vice Presidents of the Corporation. The Board of Directors, however, may by resolution appoint some other person or persons to vote such shares, in which case such person or persons shall be entitled to vote such shares upon the production of a certified copy of such resolution.

Section 6.04. Amendments. Any and all provisions of these by-laws may be altered or repealed and new by-laws may be adopted at any annual meeting of the members, or at any special meeting called for that purpose. In addition, the Board of Directors shall have the power, at any regular or special meeting thereof, to make and adopt new by-laws or to amend, alter or repeal any by-laws of the Corporation. Prior to taking such action with respect to the by-laws, notice thereof shall be given to the public not less than thirty (30) days prior to the date upon which such action is proposed to be taken, by advertisement in at least one newspaper of general circulation in Columbia and by posting on the Corporation's website, and in any other manner as the Board of Directors shall direct. Such action shall not be taken except in a public meeting duly held in accordance with these by-laws.

Amended March 12, 2015

RECORDED IN THE LAND RECORDS OF HOWARD COUNTY, MARYLAND
LIBER 463, PAGE 158

DEED, AGREEMENT AND DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

THIS DEED, AGREEMENT AND DECLARATION, made this 13th day of December, 1966, by and between THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a Maryland non-profit membership corporation (hereinafter referred to as "CPRA"), Grantor, and C. AILEEN AMES, unmarried, a resident of Baltimore City Maryland (hereinafter referred to as the "Declarant"), Grantee.

WHEREAS, THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD"), has heretofore acquired the fee interest or leasehold interest in those certain tracts or parcels of land containing, in the aggregate, 13,690.118 acres of land, more or less, situated, lying and being in the Second, Fifth and Sixth Election Districts of Howard County, Maryland, and more particularly described in Exhibit A annexed hereto and made a part hereof;

WHEREAS, HRD intends to develop a new town (to be known as "Columbia") on the land included in the "Property", as hereinafter defined, affording well-planned residential, commercial, industrial, recreational, institutional and open space uses, buildings, facilities and areas;

WHEREAS, HRD desires to subject the Property (whether owned by it or by others) to the covenants, easements, charges and liens imposed hereby in order (i) to provide funds for use as specified in Article IV hereof, and (ii) to grant rights, easements and privileges relating to the use of certain facilities, subject to the conditions set forth herein;

WHEREAS, HRD has caused CPRA to be formed for the purpose of providing a non-profit civic organization to serve as the representative of the Owners and Residents with respect to: the assessment, collection and application of all charges imposed hereunder; the enforcement of all covenants contained herein and all liens created hereby; and the creation, operation, management and maintenance of the facilities and services referred to hereafter;

WHEREAS, the within instrument is the "Declaration" referred to in the Articles of Incorporation of CPRA; and

WHEREAS, in order to cause said covenants, easements, charges and liens to run with, burden and bind the Property, HRD has, by deed of even date, conveyed the Property to CPRA upon condition that CPRA execute the within instrument, and CPRA, by this instrument, hereby conveys the Property to the Declarant upon condition that Declarant covenant and declare as herein provided and forthwith reconvey the Property to HRD subject to, and burdened and bound by, all covenants, easements, charges and liens imposed hereby.

Now, THEREFORE, THIS DEED, AGREEMENT AND DECLARATION, WITNESSETH: that for and in consideration of the premises and the sum of Five Dollars (\$5.00), paid by each party to the other, the receipt and sufficiency whereof being hereby mutually acknowledged, the parties hereto do hereby grant, covenant and declare as follows:

CPRA does hereby GRANT, CONVEY and ASSIGN unto the Declarant, the Property, subject, however, to the covenants, easements, charges and liens hereinafter set forth.

TOGETHER with any and all rights and appurtenances thereto belonging or in anywise appertaining.

To HAVE AND TO HOLD the above granted Property unto the Declarant, her heirs and assigns, forever, in fee simple with respect to those properties conveyed in fee simple to CPRA by the aforesaid deed from HRD, and for the terms of years unexpired with respect to the leasehold estates assigned and conveyed to CPRA by the aforesaid deed from HRD, subject, however, to the following covenants, easements, charges and liens, which it is hereby covenanted and agreed shall be binding upon (i) CPRA, its successors and assigns, (ii) the Declarant, her heirs, executors, administrators and assigns, and (iii) the Property, to the end that such covenants, easements, charges and liens shall run with, bind and burden the Property, in perpetuity

with respect to the fee simple estates conveyed hereby and for the remainder of the unexpired terms of the leasehold estates assigned and conveyed hereby.

And the parties hereto further covenant, agree and declare as follows:

ARTICLE I

DEFINITIONS

Section 1.01. The following words, phrases or terms when used herein shall have the following meanings:

A. "Assessable Property" shall mean and refer to the entire Property except such part or parts thereof as may from time to time constitute "Exempt Property", as hereinafter defined.

B. "Declaration" shall mean and refer to this Deed, Agreement and Declaration, as the same may from time to time be supplemented in the manner provided in Article VI hereof.

C. "Board" shall mean and refer to the Board of Directors of CPRA.

D. "CPRA Land" shall mean and refer to such part of the Property as may at any time hereafter be owned by CPRA (or a "Successor Corporation" as defined in Section 7.04 hereof) for so long as CPRA (or such Successor Corporation) may be the owner thereof.

E. "Deed" shall mean and refer to a deed, assignment or other instrument conveying the fee simple or leasehold interest in a "Lot", as hereinafter defined.

F. "Exempt Property" shall mean and refer to the following portions or parts of the Property:

(i) all land and "Permanent Improvements", as hereinafter defined, owned by the United States, the State of Maryland, Howard County, or any instrumentality or agency of any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof;

(ii) all land and Permanent Improvements owned by CPRA (or a "Successor Corporation" as defined in Section 7.04 hereof) for so long as CPRA (or such Successor Corporation) shall be the owner thereof;

(iii) all land and Permanent Improvements exempt from both Howard County and the State of Maryland real property taxes by virtue of applicable law.

G. "Lot" shall mean and refer to a portion of the Assessable Property which is less than the whole thereof and which is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by the State of Maryland and Howard County.

H. "Notes" shall mean and refer to all notes, bonds, debentures or other evidences of indebtedness issued and sold by CPRA.

I. "Note Holder" shall mean and refer to the holder of any Note and all trustees or other representatives of one or more such holders.

J. "Owner" shall mean and refer to the holder of record title to the fee interest in any Lot or the record holder of any leasehold estate assigned hereunder or created on any land presently covered by any leasehold estate assigned hereunder, whether or not such holder actually resides on any part of the Property.

K. "Permanent Improvements" shall mean and refer to all buildings, structures and other matters and things which at the time of the assessment of each "Annual Charge", as hereinafter defined, are taxable by the State of Maryland or Howard County as real property under applicable law.

L. "Property" as used herein shall mean and refer as follows:

(i) at the time of the execution hereof, the term "Property" shall mean all land described in Exhibit A annexed hereto and all presently existing Permanent Improvements built, installed or erected thereon;

(ii) from and after the building, installation or erection of each new Permanent Improvement upon the land described in Exhibit A annexed hereto, the term "Property" shall also include each such new Permanent Improvement;

(iii) from and after each addition to the land subjected to the "Restrictions", as hereinafter defined, pursuant to Article VI hereof, the term "Property" shall also include each such new parcel of land and each Permanent Improvement existing on each such new parcel of land at the time that the same is subjected to the Restrictions; and

(iv) from and after the building, installation or erection of each new Permanent Improvement on each new parcel of land referred to in subparagraph (iii) above the term "Property" shall also include each such new Permanent Improvement.

M. "Resident" shall mean and refer to (i) each tenant actually residing on (or conducting a business on) any part of the Assessable Property, and (ii) members of the immediate family of each Owner and of each such tenant actually living in the same household with such Owner or such tenant. Subject to such rules and regulations as CPRA may hereafter specify, including the imposition of special fees for use if CPRA shall so direct, the term "Resident" shall also include the employees, guests or invitees of any such Owner or tenant if the Board, in its absolute discretion, by resolution so directs.

N. "Restrictions" shall mean and refer collectively to all covenants, easements, charges, and liens created or imposed by this Declaration.

ARTICLE II

ASSESSMENT OF ANNUAL CHARGE

Section 2.01. For the purpose of providing funds for use as specified in Article IV hereof, the Board shall in each year, commencing with the year 1966, assess against the Assessable Property a charge (which shall be uniform with respect to all Assessable Property) equal to a specified number of cents (not in excess of seventy-five cents) for each One Hundred Dollars (\$100) of the then current "Assessed Valuation", as hereinafter defined, of the Assessable Property. In making each such assessment, the Board shall separately assess each Lot based upon its Assessed Valuation, and each such Lot shall be charged with and subject to a lien for the amount of such separate assessment which shall be deemed the "Annual Charge" with respect to such Lot.

Section 2.02. As used herein, the term "Assessed Valuation" shall mean:

(i) the highest valuation placed on land and permanent improvements in each year for Howard County or Maryland State real estate tax purposes, whichever may be higher, as assessed or determined in such manner as may from time to time be provided by applicable law, regardless of any decrease of such valuation during such year by reason of protest, appeal or otherwise;

(ii) if both Howard County and the State of Maryland shall ever cease to impose real estate taxes, then said term shall mean in each year thereafter the highest valuation placed on land and permanent improvements during the last year when either shall have imposed real estate taxes, determined as provided in the immediately preceding subparagraph (i).

Section 2.03. As soon as may be practical in each year, CPRA shall send a written bill to each Owner stating (i) the Assessed Valuation of each Lot owned by such Owner as the same appears on the appropriate public record; (ii) the number of cents per One Hundred Dollars (\$100) of such Assessed Valuation assessed by the Board as the Annual Charge for the year in question, (iii) the amount of the Annual Charge assessed against each such Lot, stated in terms of the total sum due and owing as the Annual Charge, and (iv) that unless the Owner shall pay the Annual Charge within thirty (30) days following the date of receipt of the bill the same shall be deemed delinquent and will bear interest at the rate of six percent (6%) per annum until paid.

Section 2.04. If the Owner of any Lot shall fail to pay the Annual Charge within ninety (90) days following receipt of the bill referred to in Section 2.03 hereof, in addition to the right to sue the Owner for a personal judgment, CPRA shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction) subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such Owner shall include the Annual Charge, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. If in any case the appropriate court refuses jurisdiction of the enforcement of said lien, then CPRA shall have the right to sell the property at public or private sale after giving notice to the Owner (by registered mail or by publication in a newspaper of general circulation in Howard County) at least 30 days prior to such sale.

Section 2.05. The Board shall have the right to adopt procedures for the purpose of making the assessments provided herein and the billing and collection of the Annual Charges, provided that the same are not inconsistent with the provisions hereof.

Section 2.06. Upon written demand by an Owner, CPRA shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate or, if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. CPRA may make a reasonable charge for the issuance of such certificates which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between CPRA and any bona fide purchaser of, or lender on, the Lot in question.

ARTICLE III

IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

Section 3.01. Declarant, for herself, her heirs, executors, administrators and assigns, hereby covenants and agrees (in perpetuity with respect to the fee simple estates conveyed hereby, and for the remainder of the unexpired terms of the leasehold estates assigned and conveyed hereby):

(i) that she will pay to CPRA the Annual Charge assessed by CPRA in each year against the Assessable Property; and

(ii) that the Annual Charge, both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all future Annual Charges assessed in all future years, shall be and remain a first charge against, and a continuing first lien upon, (a) the Assessable Property, and (b) all Exempt Property to the extent that any change of ownership may result in any portion of the same becoming Assessable Property, to the end that said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property (or the Exempt Property to the extent that the same may later become Assessable Property) whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

Section 3.02. In addition to taking subject to the charge and lien imposed by Section 3.01 hereof, each Owner of each Lot by the acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, shall be deemed to have agreed to be personally liable for the payment of each Annual Charge assessed by CPRA against such Lot in each year during any part of which such Owner holds title to such Lot or to a leasehold interest therein.

Section 3.03. As used in this Article III, the term "Annual Charge" shall mean the total of the following:

(i) the Annual Charge as assessed pursuant to Section 2.01 hereof;

- (ii) the interest on delinquent charges imposed by Section 2.03 hereof; and
- (iii) the cost of enforcing the lien as provided in Section 2.04 hereof.

Section 3.04. Nothing contained in these Restrictions shall prevent any Owner from changing, altering or destroying any Permanent Improvement owned by him if the Annual Charge imposed hereunder with respect thereto (i) has been paid for the year in which such change, alteration or destruction takes place or (ii) the Annual Charge with respect to the Permanent Improvement in question has been paid for the year preceding such change, alteration or destruction and a bill for the Annual Charge for the then current year has not been sent by CPRA under Section 2.03 hereof prior to such change, alteration or destruction.

ARTICLE IV Use of Funds

Section 4.01. CPRA shall apply all funds received by it pursuant to these Restrictions, and all other funds and property received by it from any source, including the proceeds of the loans referred to in Section 4.02 and the surplus funds referred to in Section 4.03, to the following, *pro tanto* and in the order stated:

- (i) the payment of all principal and interest, when due, on all loans borrowed by CPRA, to the extent required under any agreement with Note Holders referred to in Section 4.02 hereof;
- (ii) the costs and expenses of CPRA; and
- (iii) for the benefit of the Property, Owners and Residents by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation and subsidizing of such of the following as the Board, in its discretion, may from time to time establish or provide:

any or all projects, services, facilities, studies, programs, systems and properties relating to: parks, recreational facilities or services; drainage systems; streets, roads, highways, walkways, curbing, gutters, sidewalks, trees, flowers and landscaping, fountains, benches, shelters, directional and informational signs, walkways, and bridges, and street, road and highway lighting facilities; facilities for the collection, treatment and disposal of garbage and refuse, mass transit systems, stations and terminals, airfields, airports, air terminals and associated facilities; facilities for the fighting and preventing of fires; public utility systems, including plants, systems, facilities or properties used or useful in connection with the manufacture, production, distribution, delivery and storage of electric power and manufacture of natural gas or any other potential power source, and any integral part thereof, utility lines, poles, surface and underground ducts, relay stations, cables, pipes, pipelines, valves, meters and equipment and appurtenances, and all properties, rights, easements and franchises, relating thereto; communication systems and facilities, including all buildings, systems, facilities and properties used or useful in connection with the operation of communication networks and facilities, stations, towers, relay systems and facilities, cables, underground and surface ducts, lines, poles, receiving, transmitting and relay equipment, and appurtenances and all properties, rights, easements and franchises relating thereto; auditoriums, galleries, halls, amphitheaters, theaters, arenas and stadiums, educational buildings and facilities, including equipment, supplies and accessories in connection therewith, office buildings, buildings, storage and maintenance yards, garages and other buildings and facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of CPRA; libraries, including equipment, books, supplies and accessories in connection therewith; hospitals and clinics, including equipment, medicines, supplies and accessories in connection therewith; traffic engineering programs and parking facilities; facilities for animal rescue and shelter; lakes, dams, parks, golf courses, tennis courts, zoos, playgrounds, boat basins and marinas, equestrian centers and facilities; skeet ranges, bowling alleys, and other related or unrelated recreational facilities; and any and all other improvements, facilities and services that the Board shall find to be necessary, desirable or beneficial to the interest of the Property, Owners and Residents.

Section 4.02. In order to secure the repayment of any and all sums borrowed by it from time to time, CPRA is hereby granted the right and power:

- (i) to assign and pledge all revenues received, and to be received, by it under any provision of this Declaration, including, but not limited to, the proceeds of the Annual Charges payable hereunder;
- (ii) to enter into agreements with Note Holders with respect to the collection and disbursements of funds, including, but not limited to agreements wherein CPRA covenants:
 - (a) to assess the Annual Charges on a given day in each year and, subject to the limitation on amount specified in Section 2.01 hereunder, to assess the same at a particular rate or rates;
 - (b) to establish sinking funds and/or other security deposits;
 - (c) to apply all funds received by CPRA first to the payment of all principal and interest, when due, on such loans, or to apply the same to such purpose after providing for costs of collection;
 - (d) to establish such collection, payment and lien enforcement procedures as may be required by the Note Holders;
 - (e) to provide for the custody and safeguarding of all funds received by CPRA.

The amount, terms, rate or rates of all borrowing and the provisions of all agreements with Note Holders shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 4.03. CPRA shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges, or otherwise, and may carry forward, as surplus any balances remaining; nor shall CPRA be obligated to apply any such surpluses to the reduction of the amount of the Annual Charge in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of CPRA and the effectuation of its purposes.

Section 4.04. CPRA shall be entitled to contract with any corporation, firm or other entity for the performance of the various duties imposed on CPRA hereunder and the performance by any such entity shall be deemed the performance of CPRA hereunder.

ARTICLE V

RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES

Section 5.01. It is intended that HRD will convey to CPRA, subsequent to the recordation of this Declaration, a certain tract of land within the Property for park and recreational purposes. Said tract, together with such other parts of CPRA Land as the Board, in its absolute discretion, may by resolution from time to time hereafter designate for use by Owners and Residents are hereinafter collectively referred to as "Community Facilities". Upon designation of any part of CPRA Land as a Community Facility, as herein provided, the Board shall cause a declaration to be executed and recorded among the Land Records of Howard County, which declaration shall include a description of the land so designated and shall state that such land has been designated as a Community Facility for purposes of this Section 5.01. No CPRA Land, or any part thereof, shall be a Community Facility subject to the rights and easements of enjoyment and privileges herein-after granted unless and until the same shall have been so designated and the above described declaration filed in accordance with the procedure provided herein.

Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Community Facilities, and such easement shall be appurtenant to and shall pass with every Lot upon transfer. All Residents shall have a non-transferable privilege to use and enjoy all Community Facilities for so long as they are Residents within the previously defined meaning of that term. All such rights, easements, and privileges, however, shall be subject to the right of CPRA to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such

facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents, including the making available of certain Community Facilities to school children, with or without charge. CPRA shall have the right to charge Owners and Residents reasonable admission and other fees in connection with the use of any Community Facility. In establishing such admission and other fees, the Board may, in its absolute discretion, establish reasonable classifications of Owners and of Residents; such admission and other fees must be uniform within each such class but need not be uniform from class to class. CPRA shall have the right to borrow money for the purpose of improving any Community Facility and in aid thereof, to mortgage the same and the rights of any such mortgagee shall be superior to the easements herein granted and assured.

Section 5.02. CPRA shall have the right to suspend the right of any Owner (and the privilege of each Resident claiming through such Owner) for any period during which the Annual Charge assessed under Article II hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions of this Article V.

Section 5.03. Notwithstanding the rights, easements and privileges granted under this Article V, CPRA shall nevertheless have the right and power to convey any property referred to in Section 5.01 hereof free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

ARTICLE VI

DURATION, AMENDMENT, AND SUPPLEMENTS

Section 6.01. All Restrictions set forth or provided for in this Declaration shall be deemed covenants running with the land and/or charges and liens upon the land and any and every conveyance of any part of the Property shall be absolutely subject to said Restrictions whether or not it shall be so expressed in the deed, lease or other conveyance thereof. The said Restrictions shall continue with full force and effect until December 31, 2065. From and after December 31, 2065, the Restrictions as set forth herein shall continue in full force and effect in perpetuity, amended, however, so as to limit the maximum amount of the Annual Charge in each year thereafter to that amount found by the Board to be necessary to produce sufficient revenue to operate, maintain, renew, replace and repair (including such sums as may be necessary to defray the costs and expenses of CPRA in connection with such operation, maintenance, renewal, replacement and repair) such facilities authorized by Section 4.01 as may be in existence on December 31, 2065, subject, nevertheless, to the maximum number of cents per \$100 of Assessed Valuation applicable to the Annual Charges as specified in Section 2.01 hereof.

Section 6.02. The size of the Property may be increased, from time to time, by the filing among the Land Records of Howard County of supplements to this Declaration signed by CPRA and the Owner of the additional property described in such supplement, provided that such additional property is expressly subjected to the Restrictions imposed hereby.

ARTICLE VII

MISCELLANEOUS

Section 7.01. No change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

Section 7.02. The determination by any court that any provision of this Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.

Section 7.03. CPRA shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 7.04. CPRA shall be empowered to assign its rights hereunder to any successor non-profit membership corporation (hereinafter referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of CPRA hereunder and

shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the Successor Corporation had been an original party instead of CPRA and all references herein to the "Board" shall refer to the Board of Directors of such Successor Corporation. Any such assignment shall be accepted by the Successor Corporation under a written agreement pursuant to which the Successor Corporation expressly assumes all duties and obligations of CPRA hereunder. If for any reason CPRA shall cease to exist without having first assigned its rights hereunder to a Successor Corporation, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a non-profit membership corporation and assigning the rights of CPRA hereunder with the same force and effect, and subject to the same conditions, as provided in this Section 7.04 with respect to an assignment and delegation by CPRA to a Successor Corporation.

Section 7.05. All titles or headings of the Articles herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof. All references to singular terms shall include the plural where applicable.

In Witness Whereof the parties hereto have set their hands and respective seals as of the day and year first above written.

ATTEST:

THE COLUMBIA PARK AND RECREATION
ASSOCIATION, INC.

/s/ JOHN MARTIN JONES, Jr.
Secretary

By /s/ J. W. Rouse
President

WITNESS:

/s/ VIRGINIA B. PENNOORD
[SEAL]

/s/ C. AILEEN AMES
C. Aileen Ames
[SEAL]

[CPRA SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 15th day of December, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JAMES W. ROUSE, President, of THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

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

/s/ VERA MAE RICHTENEYER

[SEAL]

Notary Public

My commission expires: June 30, 1967

STATE OF MARYLAND, HOWARD COUNTY, ss:

I HEREBY CERTIFY that on this 15th day of December, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared C. AILEEN AMES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged the same to be her act and deed.

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

/s/ VIRGINIA B. PEDDICORD

[SEAL]

Notary Public

My commission expires: July 1, 1967

EXHIBIT A

The Property granted by the within Deed, Agreement and Declaration, and subjected to and burdened and bound by the within covenants, easements, charges and liens, is comprised of the fee interests and leasehold interests previously granted and conveyed to The Howard Research And Development Corporation by a series of conveyances from the Grantors named hereafter (or, in those instances where a straw party is named hereafter, from said Grantors through said straw parties). The parcels of land to which the aforesaid fee interests and leasehold interests pertain are those described in the following instruments dated and recorded among the Land Records of Howard County as follows:

GRANTOR		Straw	Date	Liber/Folio	Acres
Original					
Marie Allen, Widow	The Cedar Farms Co.		May 13, 1963	WHH 399/651	
" "	" "		May 13, 1963	WHH 399/656	
" "	" "		May 31, 1963	Parcel 2 WHH 400/709	292.502
Allview Golf Club			July 22, 1964	WHH 421/484	177.172
Jean E. Goldsmith, et al.					
Allview Golf Club			July 22, 1964	WHH 421/553	100.000
Jean E. Goldsmith					
Area Investments, Inc. (Connell Farm)	Serenity Acres		April 26, 1963	Parcel I WHH 399/195	
	" "		May 31, 1963	Parcel I WHH 400/717	39.923
(Grace Turner Farm)	" "		April 26, 1963	Parcel II WHH 399/195	
	" "		May 31, 1963	Parcel II WHH 400/717	157.377
Basile, Inc.			June 26, 1963	WHH 402/355	4.277
Clarence E. Bassler, et al.	Potomac Estates, Inc.		Feb. 28, 1963	WHH 396/492	
" "	" "		May 29, 1963	Parcel I WHH 400/724	68.072
George L. Bassler, et al.			Mar. 10, 1964	WHH 414/697	139.023
Wm. C. Bauknight, & Wife	Howard Estates, Inc.		May 31, 1963	WHH 399/74 Parcel I WHH 401/124	429.827
Katherine Brunner, Widow	The Cedar Farms Co.		May 28, 1963	WHH 400/459	
	" " " "		May 31, 1963	Parcel VII WHH 400/709	79.438
Harry L. Burkheimer, et al.			May 12, 1964	WHH 418/3	84.556
Emmer M. Cade, Unmar.			Jan. 14, 1964	WHH 412/798	7.051
Muriel Dulaney Carroll, Widow			May 1, 1964	WHH 417/517	58.620

GRANTOR			Date	Liber/Folio	Acres
Original	Straw				
Muriel Dulaney Carroll, Widow	C. Ailene Ames, Unmar.	May 1, 1964	WHH 417/520		
" " "	"	May 1, 1964	WHH 417/541	289.065	
R. G. Harper Carroll, & Wife	Howard Estates, Inc.	Nov. 3, 1962	WHH 391/695		
" " "		May 31, 1963	Parcel V WHH 401/124	69.150	
R. G. Harper Carroll, III					3.051
David Clarke & Wife		June 13, 1963	WHH 401/402	9.152	
John E. Coolahan & Wf.		Sept. 18, 1964	WHH 425/147	8.430	
Walter E. Crismer		June 18, 1963	WHH 401/679	205.501	
J. Frank Curtis & Wife	Potomac Estates, Inc.	May 28, 1963	WHH 400/474		
" " "		May 31, 1963	Parcel VIII WHH 400/727	131.936	
Irvin P. Dasher, et al.	Potomac Estates, Inc.	May 9, 1963	WHH 399/480		
" " "		May 31, 1963	Parcel III WHH 400/722	670.374	
Chester C. Davis & Wf.		Nov. 27, 1963	WHH 410/671	4.378	
Albert E. Dreyfus, et al.		Sept. 9, 1963	WHH 406/319	107.319	
Sarah M. DeChenbel, Widow		Jan. 14, 1964	WHH 412/791	9.370	
Lewis H. Dennis & Wf.	Potomac Estates, Inc.	May 13, 1963	WHH 399/647		
" " "		May 31, 1963	Parcel IV WHH 400/727	107.565	
Doaleigh Devel. Corp.		Dec. 18, 1963	WHH 412/4	3.708	
Dundalk Gardens Apt. Corp.		July 10, 1963	WHH 403/35	239.552	
Richard B. Edgar		Aug. 21, 1964	WHH 423/364	346.514	
Jean E. Goldsmith, et al.					
Equity Financial Corp.		Nov. 26, 1963	WHH 410/662	69.868	
Equity Financial Corp.		Dec. 10, 1964	WHH 429/205	6.450	
G.&S. Enterprises, Inc.		Oct. 14, 1963	WHH 409/8	801.198	
Oliver Goldsmith & Wf.		July 22, 1964	WHH 421/602	3.000	
Dallas M. Grady, et al.		Oct. 8, 1963	WHH 407/724	84.899	
Henry Gudelsky, et al.		Jan. 14, 1964	WHH 413/11	138.991	

GRANTOR		Straw	Date	Liber/Folio	Acres
Carl C. Hall & Wf.			Nov. 7, 1963	WHH 409/540	2.466
Laura Hanna, et al.			Jan. 6, 1964	WHH 413/308	16.119
Charles Haugh & Wf.			Oct. 14, 1963	WHH 408/787	102.623
Egbert H. Hawkins & Wf.	Farmingdale, Inc.		May 29, 1963	WHH 400/540	
	" "		May 31, 1963	Parcel V WHH 400/715	301.518
John R. Hawkins, Divorced			Mar. 25, 1964	WHH 415/596	19.985
Charles H. Heerd, et al.	Potomac Estates, Inc.		May 21, 1963	WHH 400/158	
	" " "		May 31, 1963	Parcel VI WHH 400/727	78.452
The Herbert Constr. Co., Inc.			June 19, 1963	WHH 401/714	246.089
The Herbert Constr. Co., Inc.			July 1, 1963	WHH 402/473	46.646
Walter A. Hereth, et al.			Sept. 5, 1963	WHH 406/568	120.348
Kenneth L. Hobbs & Wf.	Serenity Acres, Inc.		May 17, 1963	WHH 400/143	
	" " "		May 31, 1963	Parcel V WHH 400/717	150.083
John Holland & Wf.			Nov. 29, 1963	WHH 410/679	12.903
John William Hook & Wf.			Mar. 24, 1964	WHH 415/591	9.978
Howard County Development Corp.			June 26, 1963	WHH 402/327	73.135
John W. Hunt & Wf.			July 23, 1964	WHH 421/599	6.480
Adam Kahler, Widower			June 11, 1963	WHH 401/297	44.032
Katie Mae Kahler, Wid.	Potomac Estates, Inc.		Feb. 28, 1963	WHH 396/492	
	" " "		May 29, 1963	Parcel II WHH 400/724	12.589
Katie Mae Kahler, Wid.	Howard Estates, Inc.		Nov. 3, 1962	WHH 391/681	
	" " "		May 31, 1963	Parcel III WHH 401/124	267.530
Miriam J. Keller, Divorced	Farmingdale, Inc.		May 14, 1963	WHH 399/716	
	" "		May 31, 1963	Parcel II WHH 400/715	361.462

GRANTOR		Date	Liber/Folio	Acres
Original	Straw			
Calvin Kelly & Wf.		Nov. 8, 1963	WHH 409/542	8.315
Henry Kinder Estate, Amelia E. Bunk, et al.		July 1, 1963	WHH 402/466	78.427
Jos. Lee Kowins, et al.	Potomac Estates, Inc.	May 3, 1963	WHH 399/303	
	" " "	May 31, 1963	Parcel I WHH 400/727	61.589
John C. Lewis & Wf.	Farmingdale, Inc.	May 17, 1963	WHH 400/82	
	" "	May 31, 1963	Parcel III WHH 400/715	150.464
Juanita B. McIntosh, Divorced	The Cedar Farms Co.	May 23, 1963	WHH 400/466	
	" " " "	May 31, 1963	Parcel V WHH 400/709	38.006
Chas. M. Maddox, et al.		June 26, 1963	WHH 402/335	150.363
Chas. M. Maddox, et al.		June 26, 1963	WHH 402/345	1.125
Florence O'D. Maher, Widow		Nov. 19, 1963	WHH 410/348	280.038
Harry Malasky, et al.		Sept. 29, 1963	WHH 403/752	270.024
Chas. C. Marks, et al.		Nov. 27, 1963	WHH 410/668	33.139
Lawrence F. Marr, Unmarried		Jan. 14, 1964	WHH 412/795	6.344
T. Hunt Mayfield (Mars, Inc.)		Dec. 18, 1964	WHH 429/440	10.343
Carl G. Melin & Wf.		July 2, 1963	WHH 402/516	59.179
The L. M. Merritt Co.		Nov. 8, 1963	WHH 409/546	10.310
Montgomery Land Co.		Nov. 22, 1963	WHH 410/659	31.281
George Laurence Moore, et al.	Farmingdale, Inc.	May 20, 1963	WHH 400/150	
	" " "	May 31, 1963	Parcel IV WHH 400/715	121.220
James R. Moxley & Wf.	Howard Estates, Inc.	Nov. 3, 1962	WHH 391/673	
	" " "	May 31, 1963	Parcel II WHH 401/124	630.960
Oliver L. Murray, Wid.	The Cedar Farms Co.	May 22, 1963	WHH 400/237	
	" " " "	May 31, 1963	Parcel IV WHH 400/709	319.112
Gerald Jos. Muth & Wf.		Jan. 28, 1964	WHH 413/513	153.767

GRANTOR		Straw	Date	Liber/Folio	Acres
Gerald Jos. Muth & Wf.			July 30, 1964	WHH 422/318	5.000
Alonzo A. Myers & Wf.			Nov. 27, 1963	WHH 410/665	8.292
Beatrice Thornton Myers, Widow			Nov. 4, 1964	WHH 427/546	3.000
Beatrice Thornton Myers & Husband			Nov. 27, 1963	WHH 411/276	17.366
Chas. G. Oursler & Wf.			Nov. 5, 1963	WHH 409/403	32.257
Overlook, Inc.			Sept. 12, 1963	WHH 406/506	777.779
Meredith Dorsey Owings & Wf.			Feb. 19, 1964	WHH 414/293	270.426
Edward G. Pickett, et al.			Jan. 12, 1965	WHH 430/293	2.322
Curtis L. Puffen- berger & Wf.	Farmingdale, Inc.		May 29, 1963	WHH 400/556	
	" "		May 31, 1963	Parcel VI WHH 400/715	84.832
Rhodes-Fletcher Corp.			Oct. 14, 1963	WHH 409/1	90.317
John William Scott & Wf.	Potomac Estates, Inc.		May 15, 1963	WHH 399/778	
	" " "		May 31, 1963	Parcel V WHH 400/727	80.608
Sebring, Inc.			Nov. 7, 1963	WHH 409/549	53.157
The Seoul Constr. Co., Inc.			Oct. 4, 1963	WHH 407/629	1.670
Donald R. Sewell & Wf.	The Cedar Farms Co.		May 27, 1963	WHH 400/401	
	" " " "		May 31, 1963	Parcel VI WHH 400/709	29.312
Walter A. Shank, Inc. (Annetta Gardens)	The Cedar Farms Co.		May 15, 1963	W1111 398/321	
	" " " "		May 31, 1963	Parcel I WHH 400/709	14.909
Walter A. Shank, Inc.			Aug. 30, 1963	WHH 406/215	64.832
Clifford F. Shaw & Wf.	The Cedar Farms Co.		May 16, 1963	WHH 400/77	
	" " " "		May 31, 1963	WHH 400/709	162.983
Chas. A. Shreve, Jr., & Wf.			July 8, 1963	WHH 402/247	136.038
Siehler & Brown, Inc.			Mar. 23, 1963	WHH 415/479	44.683

GRANTOR		Date	Liber/Folio	Acres
Original	Straw			
Henry J. H. Seiling, Unmarried		Aug. 13, 1963	WHH 404/765	869.542
Irene D. Smith, Wid.		Jan. 6, 1964	WHH 412/539	15.047
Morris G. Smith & Wf.	Serenity Acres, Inc.	May 21, 1963	WHH 400/244	
	" " "	May 31, 1963	Parcel VI WHH 400/717	45.693
Elmer D. Snook & Wf.		Nov. 19, 1963	WHH 410/357	98.674
Emma Rebecca Thompson, et al.	Farmingdale, Inc.	May 9, 1963	WHH 399/476	
	" "	May 31, 1963	Parcel I WHH 400/715	117.890
R. Guy Thompson & Wf.	Serenity Acres, Inc.	May 10, 1963	WHH 399/640	
	" " "	May 31, 1963	Parcel III WHH 400/717	97.445
R. Guy Thompson & Wf.		July 22, 1964	WHH 421/596	7.102
Town & Ranch Homes, Inc.		June 7, 1963	WHH 401/250	256.102
Louis K. Voland & Wf.		Aug. 30, 1963	WHH 405/763	30.010
Conrad Vollmerhausen, Sr., et al.	Potomac Estates, Inc.	May 23, 1963	WHH 400/284	
	" " "	May 31, 1963	Parcel VII WHH 400/727	142.704
Pattison E. Whipps & Wf.		Mar. 24, 1963	WHH 415/599	65.725
Robert J. Whipps & Wf.		Mar. 24, 1963	WHH 415/591	9.671
Paul Wildman & Wf.		Feb. 20, 1964	WHH 414/347	11.674
(Wiltrot Property) Samuel Harris, Jr. & Wf.		Sept. ___, 1963	WHH 406/565	86.805
(Winkles Property) Gertrude Winkles Clare & Hus.	The Cedar Farms Co.	May 29, 1963	WHH 400/553	
	" " " "	May 31, 1963	Parcel VIII WHH 400/709	145.802
Esther M. Wix, Wid.	Howard Estates, Inc.	Nov. 3, 1962	WHH 391/689	
	" " "	May 31, 1963	Parcel IV WHH 401/124	59.460

GRANTOR		Date	Liber/Folio	Acres
Original	Straw			
Edw. O. Zabel & Wf.		Nov. 12, 1963	WHH 410/1	101.769
Wm. M. Zeltman & Wf.		July 1, 1963	WHH 403/50	97.115
Thos. D. Zibelli, et al.		Sept. 4, 1963	WHH 406/114	238.482
(Zoslow Property) Fredericka Van Stondeg, Wid.		June 15, 1963	WHH 401/573	109.224
				Gross Total Acres 13,719.472

EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

Grantee	Out of Parcel	Date	Liber/Folio	Acres
Fred T. Lewis & Wf.	Crismer	July 15, 1964	WHH 425/17	6.800
The Bd. of Educ. of Howard County	Hereth	April 10, 1964	WHH 416/447	10.000
Henry J. W. Seiling	Dasher 1.333 Ac. Emma Thompson 5.667 Ac.	Oct. 17, 1963	WHH 409/624	7.00
The Herbert Constr. Co.	Herbert Constr. Co.			0.994
Muriel Dulaney Carroll, Wid.	Carroll			4.560
				Net Total Acres 13,690.118

Received for record Dec. 15, 1966 at 3:47
o'clock P.M. Same day recorded and examined per
W. Harvey Hill, Clerk