

AMENDED AND RESTATED
DECLARATION
HARBOR WALK TOWNHOUSE ASSOCIATION

EXPLANATORY STATEMENT: The original Declaration for the community of Harbor Walk Townhouse Association, located in Baltimore City, Maryland, dated March 14, 1980 was recorded among the Land Records of Baltimore City, Maryland in Book 3940, pages 759 et seq. A Supplemental Declaration dated October 17, 1980 was recorded among the said Land Records in Book 3967, page 311 et seq. adding property located in the Inner harbor West Urban Renewal Area as described in Exhibit A thereto to the operation and effect of the original Declaration. A Confirmatory Supplemental Declaration dated June 9, 1981 was recorded among the said Land Records in Book 4063, pages 658 et seq. to correct the references in the Supplemental Declaration to the correct page number, i.e. folio 459 to folio 759 in two locations and by adding to Exhibit A: (1) TRACT I, line ten so it reads, "Liber W.A. No. 3929, folio 672"; (2) TRACT II, line nine, so it reads, "Liber W.A. No. 3929, folio 667". Class B Memberships in the Association have lapsed. By the affirmative vote of Owners being Class A Members in good standing having at least 60% of the votes in the development of Harbor Walk Townhouse Association as provided pursuant to the provisions of § 11B-116 of the Maryland Homeowners Association Act (Title 11B, Md. Real Prop. Art. 2015 Repl. Vol., 2020 Supp.) and relevant provisions of the governing documents for Harbor Walk Townhouse Association, said Lot Owners now desire and have voted to amend and restate the original Declaration as hereinafter provided.

THIS AMENDED AND RESTATED DECLARATION, has been approved this ninth day of December, 2020, by the affirmative vote of Owners being Class A Members in good standing having at least 60% of the votes in the development of Harbor Walk Townhouse Association, at a meeting duly called for such purpose.

NOW THEREFORE the said original Declaration is amended and restated in entirety, hereby replacing in entirety the original Declaration as follows:

WHEREAS, the Grantor of the original Declaration was the owner in fee simple of certain land and premises located in Baltimore City, State of Maryland, and more particularly described on "Exhibit A" attached thereto and recorded among the Baltimore City Land Records at Book 3940, pages 776 through 779 inclusive; and as provided in Exhibit A as attached to the Supplemental Declaration and recorded among the Baltimore City Land Records at Book 3967, page 316; and as provided in Exhibit A as attached to the Confirmatory Supplemental Declaration and recorded among the Baltimore City Land Records at Book 4063, page 662-B; all as property inclusive to the original Declaration, and by this reference such Exhibits made a part hereof; and

WHEREAS, Harbor Walk Townhouse Association, Inc. is the Grantee of a Confirmatory Easement Agreement dated December 11, 2015, and recorded among the Baltimore City Land Records at Book 17737, page 147; and

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0022, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

WHEREAS, the Members desire to maintain the Community as a residential community, and to insure a uniform plan and scheme of development, and unto that end has adopted these covenants to provide for and continue the preservation of the values and amenities in said Community and for the maintenance of certain open spaces and other community property and facilities; and to this end, desires to subject the real property described in the three "Exhibit A" filings referenced above, and as provided in Exhibit 1 attached to this Amended and Restated Declaration, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the current and subsequent owners thereof; and

WHEREAS, the Members have deemed it desirable, for the efficient preservation of the values and amenities in said Community, to continue to maintain an association to which has been delegated and assigned the powers and duties of maintaining and administering the open spaces and other community facilities, enforcing the Declaration, Bylaws and other governing documents, including the power to adopt, promulgate and enforce rules regarding the property referred to in the Exhibits A referenced above and in Exhibit 1 attached to this Amended and Restated Declaration, administering the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, Harbor Walk Townhouse Association, Inc., a Maryland nonprofit corporation without capital stock, and its successors have been chartered for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Members declare and affirm that the real property described in the "Exhibits A" as aforesaid and in Exhibit 1 to this Amended and Restated Declaration is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan to maintain and enhance the property values of said Property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by Harbor Walk Townhouse Association, Inc. through its Board of Directors, and any person acquiring or owning an interest in said property and improvements, their personal representatives, successors and assigns, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I
DEFINITIONS

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

1.1 "Association" shall mean and refer to Harbor Walk Townhouse Association, Inc., a Maryland nonprofit nonstock corporation, its successors and assigns, organized by filing Articles of Incorporation with the Maryland State Department of Assessments and Taxation.

1.2 "Common Areas" shall mean and refer to those areas of land (including the improvements thereto), intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including, but not limited to, real property or other facilities which the Association owns and/or in which the Association acquires a right of use for the benefit of the Association and its Members, including, but not limited to those parcels of property described and shown on the recorded subdivision plats for "Harbor Walk Townhouse Association" and as identified in Exhibit 1 of this Declaration.

Common areas and easements (8 parcels) are described in EXHIBIT 1 attached to and incorporated into this Declaration, which Exhibit 1 is intended to be recorded with and as part of this Amended and Restated Declaration.

1.3 "Community" shall mean and refer to all of the land hereby made subject to this Amended and Restated Declaration and referenced in the aforementioned Exhibits A and Exhibit 1 and by any instrument in writing, duly executed and recorded among the Land Records of Baltimore City, and any Additional Property (as hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the said Land Records.

1.4 "Declarant" shall mean and refer to Harbor Walk Townhouse Association, Inc., its successors and assigns.

1.5 "Declaration" or "Amended and Restated Declaration" shall mean and refer to this Amended and Restated Declaration applicable to the Property and heretofore recorded among the Land Records, and any additions, amendments or modifications thereto.

1.6 "HOA Act" shall mean and refer to the Maryland Homeowners Association Act, Title 11B, Md. Real Prop. Code Ann. (2015 Repl. Vol., 2020 Supp.) as amended from time to time.

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

1.8 "Member" or "Members" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein. Member in 'good standing' means the homeowner is not more than 90 days in arrears in a payment or charge due to HWTA, as defined in the Maryland HOA Act 11B-116.

1.9 "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or

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

1.10 "Mortgagee" (Owner) shall mean the person secured by a Mortgage, and shall also include the beneficiary or holder of a deed of trust.

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

1.12 "Plat" shall mean, collectively, the plats entitled in part as: "Otterbein Project"; "Otterbein Subdivision"; "Otterbein Final Subdivision"; "Final Subdivision - Otterbein Project"; and, "Final Subdivision Plan, 523 Scott St & 514 Otterbein St", all shown and recorded among the Baltimore City Land Records in Plat Books as shown on the attached Exhibit B to this Declaration, which Exhibit is incorporated as if fully set forth herein, and shall also include any plats recorded among the Land Records in substitution therefor or amendment thereof, plus any plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Baltimore City Land Records.

1.13 "Property" shall mean and refer to all of the real property hereinbefore described on the Plat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.14 "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property (or any part thereof). "Structure" shall also mean, but not be limited to (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural

flow of surface waters from, upon or across the Property (or any part thereof), or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property (or any part thereof), and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Record Owner hereunder.

1.15 "Tenant or Lessee" means any adult person residing at the Lot at a time when an Owner is not residing at the Lot, even if the Tenant or Lessee is not paying any consideration.

1.16 "Utility" or "Utilities" shall mean and refer to water, sanitary sewer, natural gas, electricity, telecommunication, storm drainage, solid waste collection, street cleaning, snow removal, fire and police protection, and any other utility or other service now or hereafter furnished to the Property or Lots by any unit of local government, by any utility or public service company, or by the Association.

ARTICLE II
COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 PROPERTY SUBJECT TO THIS DECLARATION. The real property which is subject to this Declaration is located entirely within Baltimore City, Maryland and is more particularly described in "Exhibit A" attached to the original Declaration and recorded among the Baltimore City Land Records at Book 3940, pages 776 through 779 inclusive; and as provided in Exhibit A as attached to the Supplemental Declaration and recorded among the Baltimore City Land Records at Book 3967, page 316; and as provided in Exhibit A as attached to the Confirmatory Supplemental Declaration and recorded among the Baltimore City Land Records at Book 4063, page 662-B; all as property inclusive to the original Declaration, and by this reference such Exhibits made a part hereof; and as shown on the Plat which plats are recorded among the Land Records of Baltimore City as described in Section 1.12 above here and Exhibit B of this Declaration. Such real property subject to this Declaration shall also include such real property as shown on any plats recorded among the Land Records in substitution or amendment of the aforementioned plats, plus any plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Baltimore City Land Records.

2.2 ADMINISTRATION; ARCHITECTURAL COMMITTEE. The Architectural Committee, whose members, if any, shall be appointed by the Board of Directors, and who shall serve at the pleasure of the Board of Directors of the Association (the "Architectural Committee"), shall have all the rights, powers and duties granted to it pursuant to this Declaration and as delegated to it by the Board of Directors. The Board of Directors may, in its sole discretion, perform the duties of the Architectural Committee. Any Architectural Committee appointed by the Board of Directors shall be comprised of an uneven number of at least three (3) members and not more than five (5) members. All questions shall be decided by a majority of the members of the Board of Directors or its designated Architectural Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters.

Each member of the Architectural Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Board of Directors, with the advice of any Architectural Committee appointed by it, shall have the right to establish architectural design criteria for the Community (the "Design Guidelines") and Rules and Regulations pertaining to the use of the Lots and the Common Areas, which shall be made available to all Members.

2.3 ARCHITECTURAL REVIEW.

(a) No Structure shall be constructed on any Lot, nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the complete plans and specifications, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Board of Directors or its designated Architectural Committee and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval by the Board of Directors or its designated Architectural Committee of any Structure or Alterations shall in no way be deemed to relieve the Record Owner of any Lot from his obligation to obtain any and all permits and approvals necessary for such Structure or Alterations, and obtaining any such permit or approval from a governmental authority does not alleviate the requirement that any such Structure or Alteration must be approved by the Board of Directors or its designated Architectural Committee prior to construction.

(b) The Board of Directors or its designated Architectural Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration, applicable law and the design guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing surrounding structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area. Notwithstanding the aforesaid criteria, the Board of Directors has the sole discretion to approve or disapprove any addition, change, or alteration as it determines is in the best interest of the Community.

(c) The Board of Directors or its designated Architectural Committee shall

have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Board of Directors or its designated Architectural Committee from time to time shall be submitted by dated mail or email or in person. The Board of Directors or its designated Architectural Committee shall make reasonable efforts to approve or disapprove any plans within thirty (30) days of receipt thereof; provided, however, that plans and specifications which have not been approved or rejected within forty-five (45) days shall be deemed approved. Notwithstanding the foregoing, all approvals must be in writing. Approval of any particular plans and specifications or designs shall not be construed as a waiver of the right of the Board of Directors or its designated Architectural Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. Denial by the Architectural Committee of requests for approval may be appealed to the Board of Directors if such appeal is submitted in writing by dated mail or email or in person to the Board of Directors or its managing agent within thirty (30) days of receipt of the denial notice. Such appeal, if timely made, shall be considered by the Board of Directors within forty-five (45) days of receipt thereof.

(d) Construction of Alterations in accordance with plans and specifications approved by the Board of Directors or its designated Architectural Committee pursuant to the provisions of this Article II shall be commenced within three (3) months following the date of approval and completed within six (6) months of commencement of the Alterations, or within such longer period as shall be specified in the approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained in good order, condition and repair continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration. Upon the determination of a violation, the Association shall send written notice thereof to the Record Owner of such Lot at the address of record with the Association requiring that the violation be terminated within 30 days. This may require that such Structure shall be removed or restored to its condition prior to such action, so as to terminate such violation. Owners have the right to appeal and request a hearing by the Association within 30 days of the date of notice.

If the violation has not been removed and the property has not been restored within 30 days and the Lot Owner has not requested a hearing within 30 days, the Board of Directors may levy a reasonable fine against such Owner and/or the Owner's tenant of not more than fifty dollars (\$50.00) per day for each initial or repeated violation up to one thousand dollars

(\$1,000.00) per calendar month. Such fine shall be a continuing lien upon the Lot belonging to the Owner against whom such fine is levied and shall be enforceable and collectable in the same manner as unpaid Assessments due from such Owner as provided in Article IX of this Declaration. The Board of Directors may also require the Owner to post a bond, satisfactory to the Board of Directors, to secure said Member's future compliance.

If within sixty (60) days after having been sent such notice, such Record Owner has not taken reasonable steps to terminate such violation and has not requested a hearing, and, upon receiving an order of court to proceed, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Entry upon the Lot shall not be deemed a trespass. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within thirty (30) days after written demand therefor, the Association may collect such costs in the same manner and in accordance with and subject to the provisions of this Declaration applicable to an assessment.

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

(g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof and submission by the Owner to the Board of Directors or its designated Architectural Committee of a final inspection and acceptance documentation from any required issuing permit authority, the Board of Directors or its designated Architectural Committee, upon request of the applicant shall issue a Certificate of Compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate comply with the provisions hereof as of the date of issuance.

2.4 LAND USE. The Property, including but not limited to the Lots, except as hereinafter provided, shall be used for private single family residential purposes. None of the Lots shall at any time be used for apartments or other types of multiple housing units; each and every one of the Lots shall be used solely for one (1) a single family dwelling and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration. In no event shall any dwelling be used at any time for any industrial or commercial purpose, provided however, that the foregoing shall not preclude no-impact home-based businesses as more fully described below.

2.5 NO-IMPACT HOME-BASED BUSINESSES. Notwithstanding anything contained herein to the contrary, pursuant to Title 11B of the Maryland Homeowners Association Act (the "HOA Act"), "No-impact home-based businesses" are permitted upon the Lots subject to the following requirements:

- (a) No-impact home-based businesses are expressly prohibited in any Common Areas.
- (b) Such additional requirements, and/or any Rules and Regulations as may be adopted or amended by the Board of Directors of the Association as provided in Section 11.10 herein, to the extent permitted by applicable law.
- (c) The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the HOA Act, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

For purposes hereof, a "No-impact home-based business" means a business that:

- (i) Is consistent with the residential character of the dwelling;
- (ii) Is subordinate to the use of the dwelling for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling;
- (iii) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a No-impact home-based business; and
- (iv) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material.

2.6 FAMILY CHILD CARE. "Family child care home" means a Lot registered under Title 9.5, Subtitle 3 of the Maryland Education Article. Notwithstanding anything contained herein to the contrary, the use of any Lot or other portion of the Property as a family child care home is prohibited. This prohibition may be eliminated and family child care homes may be approved by a simple majority of the total eligible voters in the Association under the voting procedures contained in this Declaration or bylaws of the Association. Any such vote to eliminate the prohibition shall be recorded among the Land Records of Baltimore City as a special amendment to Article II, Section 2.6 of this Declaration.

2.7 SWIMMING POOLS. No above-ground pools shall be permissible on any Lot; provided, however, that the foregoing shall not apply to spas, hot tubs or Jacuzzi which have been approved in advance by the Board of Directors or its designated Architectural Committee in its sole and absolute discretion, in accordance with the provisions hereof.

2.8 TEMPORARY STRUCTURES. No Structure of a temporary character, trailer, basement, tent, shed, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently, unless such type of Structures are approved in advance by the Board of Directors or its designated Architectural Committee in accordance with the provisions of this Declaration.

2.9 PARTY WALLS. Each wall which is built as a part of the original construction of the dwelling units upon the Property and placed on the dividing line between two Lots to serve both Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owners of contiguous Lots who have a party wall or party fence shall both have equal rights to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) Through the act of an Owner, his agents, guests, or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) Other than by the act of an Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

(c) Notwithstanding any other provision of this Section 2.9, an Owner who by his negligent act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

2.10 CLOTHESLINES. The Maryland HOA Act allows for exterior clotheslines. They need to comply with the Association's rules and regulations as adopted and promulgated from time to time.

2.11 TRAFFIC VIEW. No Structure, landscaping, shrubbery or any other

obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet).

2.12 FENCES. Other than fences in existence as of the date of this restated Declaration or as approved by the Board of Directors or its designated Architectural Committee in accordance with the provisions of this Declaration, no fence shall be placed or kept on a Lot. The Board of Directors or its designated Architectural Committee may, from time to time, designate one or more fence types as "standard designs" and require all Owners to solely use such standard designs. Approval of fences shall be in the sole and absolute discretion of the Board of Directors or its designated Architectural Committee on a case by case basis. Notwithstanding the foregoing, no chain link fencing is allowed, and no fence may exceed six (6) feet in height (other than a temporary fence used for development and/or construction of a portion of the Community or for any Lot, or unless mandated by applicable law).

2.13 NEAT APPEARANCE. Except for any maintenance and repair which the Association may be obligated to perform hereunder, Owners shall, at all times, maintain their Lots and all appurtenances thereto in a safe, clean, sanitary and good condition, order and repair and in a state of neat appearance, including but not limited to, the painting or other appropriate external care of all Structures on the Lot, and the care, watering and maintenance of all lawns and plants on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Board of Directors or its designated Architectural Committee, any Record Owner fails to perform or cause to be performed, the duties imposed hereunder, the Association, on affirmative action and by not less than two-thirds (2/3) vote of the Board of Directors, after thirty (30) days written notice sent to such Record Owner to remedy the condition in question, and upon failure of the Record Owner to remedy the condition, and, after receiving an order of court to proceed, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, trim, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Record Owner, and collectible as an additional assessment on the Lot. Such entry shall not be deemed a trespass.

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

2.15 ANIMALS. No bees, animals, livestock, ducks, geese or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that up to two dogs, two cats or a reasonable number of other small (not to exceed five pounds) household animal animals, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household animals shall not include exotic animals, pot-bellied or miniature pigs, horses or other hybrid livestock or farm animals. Per state and city ordinances, owners shall be responsible for the immediate clean-up and removal of their animals' waste, or the waste of any animals owned by their guest or tenant, from any other Lot and/or the Common Areas. The Board of Directors shall have the right to adopt such additional Rules and Regulations regarding animals as it may from time to time consider necessary or appropriate. Owners must obey all city and state animal ordinances.

2.16 VEHICLES.

(a) As used herein,

(i) "Vehicle" means a Commercial Vehicle, Motor Vehicle, Recreational Vehicle, automobile, Large Truck, other truck or van (in each case, as defined by the Board of Directors, and by common usage and practice), trailer, motorcycle, bicycle, moped, or other powered or unpowered vehicle.

(ii) "Commercial Vehicle" means any automobile, truck or van used or designed principally for commercial, business or industrial use and as further defined by the Board of Directors.

(iii) "Inoperable Vehicle" means any Vehicle, which is a junk Vehicle, or is inoperable, or lacks current, valid registration plates, or would not pass applicable state vehicular inspection criteria.

(iv) "Large Truck" means all step vans, walk-in vans, box trucks, rack trucks, or any other truck or van exceeding a ten-thousand-pound gross vehicle weight rating, and any self-propelled farm or construction vehicle, which is more than 24 feet long, or has a capacity exceeding three-quarters ton. The Board of Directors shall have the express authority to further define the term and adopt and promulgate Rules and Regulations regarding the same.

(v) "Motor Vehicle" means a vehicle required by law to be registered with the Maryland Motor Vehicle Administration or another governmental authority or entity, or propelled by a motor.

(vi) "Recreational Vehicle" means any (1) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal water craft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or (2) other powered or unpowered vehicle designed primarily for use for sports or recreational purposes.

(b) No personal or recreational vehicles, trailers, or camper bodies or any portion thereof, any boat or permanently erected tent, nor abandoned vehicles shall be placed or stored on any part or parcel of the Lot or Common Area except in garages unless prior written approval of the Board of Directors grants approval to place them in the designated parking spaces. No Vehicle shall be parked or stored in the Community other than in accordance with the provisions hereof, and as further provided in Rules and Regulations adopted and promulgated by the Board of Directors, provided, however, that any Vehicles permitted to be parked upon the Common Area must be parked such that the Vehicle is completely within the marked parking space lines.

(c) Anything to the contrary notwithstanding herein, nothing herein shall prohibit the temporary parking of Commercial Vehicles while providing maintenance, repair or installation services on, or making a delivery to or from a Lot.

(d) No automobile or other Vehicle shall be assembled, restored or repaired on the Property, other than for minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Vehicle, including motorcycle, owned by an Owner of, and customarily kept on the Property, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner.

(e) No person shall operate a Vehicle, including a motorcycle, in the Community other than in a safe and quiet manner, and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

(f) No all-terrain vehicles, off-road motorcycles, "mini-bikes" or other types of off-road motor vehicles of any kind shall be permitted to operate within the Community, including the Common Areas, unless otherwise specifically permitted by applicable law.

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

2.18 ANTENNAE. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a dwelling, except as permitted by superior law and as provided in the architectural guidelines as amended from time to time.

2.19 SUBDIVISION. From the date of recordation of this Amended and Restated Declaration forward, no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot Owners where the transfer is not for the purpose of creating a new building Lot. The provisions hereof shall not be construed to

prohibit the granting of any easement or right-of-way to any person for any purpose.

2.20 SIGNAGE. A single name plate not to exceed twelve (12) inches in length and six (6) inches in height, setting forth in plain and simple letters the name of any current resident(s), with or without professional, trade or vocational designations (and no more), shall be permitted at or in the immediate vicinity of the entrance to each residential structure. Directional signs, signs for traffic control or safety, or "for sale" signs not exceeding 2 feet by 3 feet which are placed in the front yard of a dwelling are permitted. Except as provided above and as may be allowed in the HOA Act, no advertising or display signs of any character shall be placed or maintained on any part of the Property, including but not limited to on any dwelling or Structure. Candidate signs for elections (as such term is defined in Section 11B-111.2 of the HOA Act), or a sign that advertises the support or defeat of any proposition, may not be displayed in the Common Areas; any permissible candidate sign shall be displayed on Lots in accordance with provisions of federal, State and local law; and may only be displayed no more than thirty (30) days before the primary election, general election, or vote on the proposition; and no more than seven (7) days after the primary election, general election or vote on the proposition to which it pertains.

2.21 LEASE AGREEMENTS. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing, shall be for a term of not less than one (1) year, and shall state therein that the lease agreement shall be subject to this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association. No short-term rentals are permitted, included but not limited to, usage in conjunction with rental platforms such as Airbnb, Flipkey, Homestay, Roomorama, Rentalo and other such rental platforms. A Record Owner who does not reside on his Lot must provide to the Association his current mailing address, electronic address and a telephone number where he can be contacted.

2.22 TRASH AND OTHER MATERIALS. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except for (a) building materials used during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at the rear of the dwelling. No burning of trash shall be permitted on any Lot and no incinerator or other apparatus for such purpose is permitted on any Lot. If bulk or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open at the collection points authorized by the Board of Directors from time to time on any day that a pick-up is to be made at such place. At all other times such trash and recycling containers shall be stored in such a manner so as not to be visible from the street fronting the dwelling on the Lot. All trash, waste, garbage, debris and refuse deposited, placed and held outside the residential structure shall be deposited, placed and held only in closed containers of such design, construction, quality and condition as to prevent any escape therefrom, any emission or offensive, disagreeable or noxious odors and smells, any attraction to or enticement of vermin and pests, and any hazard to health and safety. The Board of Directors may, in its sole discretion,

adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers.

Any trash, junk or other items left on the Common Areas may be removed by the Board of Directors without notice and at the expense of the Lot Owner associated with the person placing such items on the Common Areas. Such expense shall be considered an Assessment against the Lot and collected in the same manner as is permitted for Assessments provided in Article IX of this Declaration.

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

2.24 TREE REMOVAL. No sound hardwood trees measuring in excess of three (3) inches in diameter at a point two (2) feet above the ground shall be removed from any Lot without written approval of the Board of Directors or its designated Architectural Committee. The Board of Directors may from time to time adopt and promulgate such additional Rules and Regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

2.25 BUILDINGS AND STRUCTURES. All buildings, structures and other improvements upon the Lot hereby granted shall be kept, maintained and preserved in conformity with the architectural drawings, plans and specifications heretofore approved therefor by the City of Baltimore, Department of Housing and Community Development for the construction of the Properties.

2.26 CHANGES SUBJECT TO PRIOR APPROVAL. Any and all additions, alterations or other changes to the buildings, structures and other improvements upon the realty hereby granted affecting the exterior appearance thereof shall be subject to the prior written approval of the Board of Directors or its designated Architectural Committee. The only exception to the need for prior approval is when changes retain the original color, materials, structure and style as explained in 2.3.

2.27 RAZING OF BUILDINGS AND STRUCTURES. No building, structure or other improvement upon the Lot hereby granted shall be demolished, razed, torn down or removed unless rebuilt and replaced within eighteen (18) months thereafter and only for the same use, and in substantially the same form and design, or in a form and design compatible with other improvements existing at the time.

2.28 OUTBUILDINGS. Any tool shed outbuildings, or shacks shall be subject to the prior written approval of the Board of Directors or its designated Architectural Committee.

2.29 DISTRIBUTION OF WRITTEN INFORMATION AND MATERIALS. Owners may distribute any written information or materials regarding the operation of, or matters relating to the Association, in any manner or place which the Board of Directors uses to distribute written information or materials as provided in the HOA Act.

2.30 ABATEMENT OF VIOLATIONS. After the Association has sent a notice to Record Owner to abate a violation under this Article II and such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association, after receiving an order of the court to proceed, may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. An exception for court order can be made in the event of an urgent safety issue or the need to tow improperly parked cars. Entry upon the Lot shall not be deemed a trespass. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within thirty (30) days after written demand therefor, the Association may collect such costs in the same manner and in accordance with and subject to the provisions of this Declaration applicable to an assessment.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION

3.1 PROPERTY. The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on the three Exhibit "A" attachments referenced in this Declaration, all of which real property is referred to herein as the "Property".

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 MEMBERSHIP. Every Record Owner of a Lot that is subject to assessment shall become and be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

4.2 CLASS OF MEMBERSHIP.

(a) The Association shall have one class of voting membership, i.e. Class A. The Class A Members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A Member solely on account of such interest. Each Class A Member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by Members of the Association.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not

otherwise, shall be deemed a single Member of the Association. The vote of any Member comprised of two (2) or more persons, firms, corporations, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or Bylaws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

ARTICLE V
PROPERTY RIGHTS AND OBLIGATIONS

5.1 UTILITY EASEMENTS. There is hereby granted to any unit of government, or any utility company providing any utilities to the Properties, a right and easement of ingress and egress to all facilities or structures housing or used in connection with such utilities, together with a right to view (including the reading of any meters), to enable it to construct, maintain, repair, and replace such facilities or structures. To the extent practicable, said easement(s) shall be exercised by use of the areas within the boundaries of the Designated Easement Areas. However, to the extent necessary, said easement(s) may be exercised by use of any other areas in the Properties; provided, however, that said easement(s) shall not be exercised within any area of a Lot on over, or under which a residence has been located. To the extent that the Association may be responsible for the construction, maintenance, repair, or replacement of any such utility facilities or structures (that is, to the extent that any unit of government or any utility company is not responsible for such maintenance, repair, or replacement) there is hereby granted to the Association the same easement(s) as have heretofore been described in this Section. Any damage to the Properties resulting from the exercise of the aforesaid easement(s) shall be repaired by the party causing the same.

Easements with respect to sanitary sewer and water, cable, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

- (a) The Owner of any Lot, or the Association, shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.
- (b) The right granted in Section 5.1(a) above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.
- (c) A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, as reserved by the Declarant, its successors and assigns.

5.2 OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a non-exclusive right and easement of enjoyment in common with others in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the Restrictions set out in Article II of this Declaration, the Association's regulation of parking in the Common Areas, and to the following provisions:

(a) the right of the Association through its Board of Directors to suspend the voting rights and right to use of the Common Areas by an Owner or anyone claiming such right through an Owner, for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration, the Association's Bylaws or its published Rules and Regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members provided however; that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer approved by a majority of the Members has been recorded among the Baltimore City Land Records;

(c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of a majority of Members voting in person or by proxy, to mortgage said Common Area and/or to pledge the assets of the Association. Such mortgage shall be subordinate to the Members' rights as provided herein.

(d) the right of the Association through its Board of Directors, in accordance with its Articles and Bylaws, to adopt and enforce reasonable Rules and Regulations relating to the use of the Property and the conduct and safety of the residents thereon.

5.3 DELEGATION OF USE. Any Owner of a Lot may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot so owned.

5.4 DESIGNATED EASEMENT AREA. All of the Common Area consists of Designated Easement Areas (as the same are shown on Exhibits B1 and B2 and outlined in red) on, over, and under which the Association and each Owner have the rights of ingress and egress, and for utilities, there described. The Association shall at its expense maintain, repair, and replace within the Designated Easement Areas all private drives, parking areas, sidewalks, and utility structures or facilities that are not owned by or have not been dedicated to a unit of government or a utility company. However, an Owner, at its expense, shall maintain, repair and replace within the Designated Easement Area any private drives, parking areas, sidewalks and utility structures or facilities that are not owned by or have not been dedicated to a unit of government or a utility company which are solely for the benefit of his Lot.

5.5 EASEMENT FOR SUPPORT. An easement exists burdening each portion of the Property for mutual lateral and subjacent support.

5.6 EASEMENT AND EMERGENCY ACCESS. The Association hereby grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Common Area for the lawful performance of their functions during emergencies.

5.7 LIMITATIONS. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the Articles of Incorporation and Bylaws of the Association) to all rights and powers of the Association when exercised in accordance with the other applicable provisions of such documents, including without limitation the Association's right to regulate the use of the Common Areas, including but not limited to the regulation of parking and assignment of parking spaces for use by one or more but less than all Owners, and to dedicate portions of the Common Areas subject to the provisions of this Declaration.

ARTICLE VI
COMMON AREAS

6.1 GRANT OF COMMON AREAS. The Association has title to the Common Areas. The Covenants are imposed upon the Common Areas for the benefit of the Association and the Record Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Areas subject to the reservations and covenants set forth in this Declaration.

6.2 MEMBER'S RIGHT OF ENJOYMENT. As further provided in Article V above, and subject thereto, every Member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Areas and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. Except as otherwise permitted by the provisions of this Declaration, or as determined by the Board of Directors, the Common Areas shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected by the Association as authorized by the Board of Directors, placed and maintained thereon for the use, comfort and enjoyment of the Members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons, safety or other reasons. No portion of the Common Areas may be used by any Record Owner or other person for personal vegetable gardens, storage facilities or other private uses and no private structures of any kind shall be

placed thereon.

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

6.4 MAINTENANCE OBLIGATIONS OF THE ASSOCIATION. The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas in safe condition, together with any items of personal property placed or installed thereon by the Association, as well as any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, all at its own cost and expense, and shall levy against each Member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the foregoing described areas, which proportionate share shall be determined based on the ratio which the number of Lots owned by the Member bears to the total number of Lots established on the Property. The foregoing obligations of the Association shall also include performing, at its own expense, any maintenance of any entrance monuments for the Community, including any such signs located within a public right-of-way or on a Lot.

ARTICLE VII
ENFORCEMENT

7.1 TOWING. As set forth above, the Association acting through its Board of Directors and/or agents has the authority to regulate parking and use of the streets and parking areas within the Property and to assign parking spaces for temporary use by visitors and/or designated Lot Owners or their tenants. The Board and/or its agents, the designated homeowner or tenant shall have the express power to have vehicles towed from the Property, after reasonable notice as may be required by law from time to time if such vehicle is parked in violation of this Declaration, the Bylaws and/or Rules and Regulations of the Association, all at the risk and expense of the owner of the vehicle and/or the Lot Owner associated with such vehicle.

7.2 ENFORCEMENT ACTION. This Declaration, the Bylaws and Rules and Regulations shall inure to the benefit of and be enforceable by any Owner, the Association, its successors and assigns, against any Member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages and/or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. The prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees, court costs and other litigation costs incurred. The Association shall further be entitled to any costs and fees, including but not limited to reasonable attorney's fees, incurred by it in the enforcement of this Declaration, the Bylaws and/or Rules and Regulations whether suit is filed or not. All such attorney's fees and costs, including but not limited to administrative costs of enforcement, shall be assessed to the

violator's Lot, shall become an Assessment and shall be collected in accordance with Article IX of this Declaration. The Board of Directors shall also have the power and authority to impose fines for violation of this Declaration, the Bylaws or Rules and Regulations.

7.3 SELF HELP. The Association shall have the right in any emergency circumstance, and after receiving an order of court in all other circumstances, to abate summarily and remove any such breach or violation by any Owner or tenant upon any Lot at the cost and expense of such Owner and such cost shall become an Assessment against such Owner's Lot and shall be collected in accordance with Article IX of this Declaration. Entry onto any Lot for the purposes of correcting or abating any violation thereon or for emergency purposes shall not be deemed a trespass and Lot owners expressly grant such access herein.

ARTICLE VIII
ENCROACHMENTS

If any Structure or any part thereof, as a result of the initial construction by Developer, and/or settlement and/or shifting of such Structure, encroaches upon an adjoining Lot or Common Area, there shall arise, without the necessity of any further or additional act or instrument, an easement for the encroachment in favor of the encroaching Owner, his/her/their/its heirs, personal representatives, successors and assigns. Such easement shall remain in effect for so long as the encroachment shall exist. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

ARTICLE IX
ASSESSMENTS FOR MAINTENANCE

9.1 COVENANT FOR MAINTENANCE ASSESSMENT. Each Record Owner, by acceptance of a deed conveying any such Lot to the Record Owner, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the Member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for Annual Assessments or charges, (b) Special Assessments and charges, for capital improvements and deficiencies as provided in Section 9.4 below ("Special Assessment"), (c) and such other specific assessments, fines and charges duly levied and assessed pursuant to the HOA Act and/or this Declaration. Such Annual and Special Assessments and other duly assessed charges to be established and collected as hereinafter provided. The Annual Assessments and Special Assessments and other duly assessed charges shall be a charge and continuing lien upon each of the Lots against which the applicable assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article IX shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with

interest at a rate of no more than eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), late charges of the maximum amount allowed by the HOA Act, administrative collection costs, court costs, other litigation costs and reasonable attorneys' fees whether suit is filed or not, as further described in Section 9.8 below, shall also be the personal obligation of the Record Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent Assessment or charge, together with interest, administrative, court and litigation costs and reasonable attorneys' fees incurred whether suit is filed or not, however, shall not pass to the Record Owner's successor or successors in title unless expressly assumed by such successor or successors.

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

9.3 MAXIMUM ANNUAL ASSESSMENT.

(a) The annual assessment as established by the Board of Directors at the time this Declaration is recorded among the Baltimore City Land Records is payable annually, or in semi-annual installments, as determined by the Board of Directors, subject, however, to Section 9.6 (a) below.

(b) From and after such date as this Declaration is recorded among the Baltimore City Land Records, the Annual Assessment may be increased each year by not more than ten percent (10%) of the Annual Assessment as assessed for the previous year without a

vote of the membership of the Association.

(c) The Annual Assessment may be increased above the ten percent(10%) limitation specified in the preceding item (b) only by a majority vote of a duly constituted quorum, 25% of eligible Record Owners, voting in person, by mail or electronic ballot or by proxy at a meeting duly called for such purpose.

(d) Any expenditure made, other than those made because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Owners and residents or a significant risk of damage to the Community, that would result in an increase in the Annual Assessments for the current fiscal year of the Association in excess of ten percent (10%) of the budgeted amount previously adopted, shall be approved by an amendment to the Budget adopted at a special meeting of the Board, upon not less than ten (10) days written notice to the Owners.

9.4 SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized above, the Association may levy in any Assessment year, a Special Assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such Assessment in excess of \$10,000 shall first be approved by a majority of Members voting in person or by proxy, by mail or by electronic ballot at a meeting duly called and constituted for such purpose.

9.5 NOTICE FOR ANY ACTION AUTHORIZED UNDER SECTIONS 9.3 AND 9.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 9.3 or 9.4 hereinabove shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting.

9.6 UNIFORM RATE OF ASSESSMENT. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a basis as determined by the Board of Directors. Specific assessments attributable to a specific Lot, such as specific Lot maintenance costs, fines, enforcement costs or other such charges, shall be assessed separately as appropriate.

9.7 COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.

(a) The Annual Assessment as to each Lot shall be paid annually, due on January 1 or the first business day of the new year, subject, however, to the provisions of Sections 9.6 and 9.8 of this Article IX.

(b) The Annual Assessments as to any Lot shall commence on the date that

the Lot is conveyed.

(c) The due date of any Special Assessment under Section 9.4 hereof shall be fixed by the Board of Directors in the resolution authorizing such Special Assessment.

9.8 DUTIES OF THE BOARD OF DIRECTORS - BUDGET.

(a) The Board of Directors shall annually determine the amount of the Annual Assessment, but may do so at more frequent intervals should circumstances so require. Upon a resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on either an annual or semi-annual basis. Any Member may elect to prepay one or more installments of any Annual Assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare a pro-forma operating statement ("Budget"), for each fiscal year, which Budget shall be distributed to each Owner not less than thirty (30) days prior to its adoption at an open meeting of the Board. A copy of the Budget and notice of such Board meeting to adopt the Budget shall be given to each Owner. In addition to the notice methods provided in the Bylaws, notice of such Board meeting and a copy of the Budget may be delivered personally, placed in the first-class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of notice, by electronic transmission, by posting on the Association's web page, if any, or by inclusion in the Association's newsletter, if any. In addition to any information required to be included in the Budget in accordance with the HOA Act, the Budget shall contain the amount of the Annual Assessment for each Lot.

(c) The Board shall also, at the time of distribution of the proposed Budget, prepare a roster of the Lots and the Annual Assessments applicable thereto which shall be kept by the treasurer or an officer of the Board of Directors of the Association and shall be open to and available to inspection by any Owner upon reasonable notice to the Board of Directors. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Annual Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article IX or a release of any Member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period; but the Annual Assessment fixed for the preceding period shall continue until a new Assessment is fixed. No Member may exempt himself from liability for Assessments by abandonment of any Lot owned by such Member or by the abandonment or suspension of such Member's right to the use and enjoyment of the Common Areas.

(d) The Association shall, upon demand at any time, furnish to any Record Owner liable for Assessments, a certificate in writing or an email signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated as having been paid. A

reasonable charge may be levied in advance by the Association for each certificate so delivered.

9.9 ADDITIONAL OR SPECIFIC ASSESSMENTS. Additional or specific Assessments may be fixed against any Lot as provided for in this Declaration. Any such Assessment shall be due as provided by the Board of Directors in making any such Assessment.

9.10 NONPAYMENT OF ASSESSMENT.

(a) INTEREST - LATE FEES - COSTS - ATTORNEYS' FEES. Any Assessment, or portion thereof, not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), shall be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the Assessment, or portion thereof, whichever is greater, and shall be subject to any administrative collection costs, other costs, court costs and reasonable attorneys' fees for the collection thereof whether suit is filed or not. Further, the Association shall have the right to declare the entire balance of the Annual or Special Assessment, late fees and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Record Owner personally obligated to pay the same, and/or without waiving any other right, at equity impose and to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such Assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the Assessment as above provided, late fees and reasonable attorneys' fees and of any and all outstanding Assessments and charges, to be fixed by the court together with the cost of the action. The Association shall also be entitled to assess and collect the costs and fees incurred by it in the collection of any Judgment against the judgment debtor. No Record Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of such Record Owner's Lot.

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

9.12 ENFORCEMENT OF LIEN. The Association may establish and enforce the lien for any Assessment, Annual, Special, or otherwise, and including but not limited to fines,

pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such Assessment is made. The lien may be established and enforced for damages, interest, administrative costs of collection and other costs of collection, late charges permitted by law, and reasonable attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

9.13 EXEMPT PROPERTY. The Common Areas and all Lots owned by the Association or dedicated to and accepted by a public authority shall be exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein; provided, however, any Lot used for residential purposes shall be subject to Assessment.

9.14 RESERVES FOR REPLACEMENTS.

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Areas by the allocation and payment annually to such reserve fund of an amount to be designated from time to time by the Board of Directors, but not less than may be required by the HOA Act from time to time. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

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

ARTICLE X
INSURANCE AND CASUALTY LOSSES

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

(a) insurance on all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction; a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for any recreational facilities located on the Property, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

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

(c) fidelity insurance or bonds covering all directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate, but not less than required by the HOA Act.

10.2 PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.

Premiums for all insurance and bonds required to be carried under Section 10.1 hereof or otherwise obtained by the Association on the Common Areas shall be an expense of the Association, and shall be included in the Annual Assessments. Premiums on any fidelity insurance or bond maintained by a third-party manager shall not be an expense of the Association.

10.3. DAMAGE AND DESTRUCTION OF COMMON AREAS.

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

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

(c) If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, then and in that event the damaged Common Areas shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition until such time as the Association, by a vote of not less than 75% of the Record Owners present and voting in person or by proxy at a meeting duly called and constituted vote to rebuild the improvements or such other improvements at approved by them. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

10.4 REPAIR AND RECONSTRUCTION OF COMMON AREAS. If any improvements on the Common Areas are damaged or destroyed, and the proceeds of insurance

received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Record Owners in order to cover the deficiency in the manner provided in this Declaration. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine for the benefit of the Association.

10.5 HAZARD INSURANCE ON IMPROVED LOTS. Each Record Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot. Upon request of the Board of Directors or its assigns, proof of such insurance shall be forwarded to the Association annually, and within thirty (30) days of such request.

10.6 OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be completed in accordance with the plans and specifications for such improvements originally approved by the Declarant, the Board of Directors or its designated Architectural Committee; unless the Record Owner desires to construct improvements differing from those so approved, in which event the Record Owner shall submit plans and specifications for the improvements to the Board of Directors or its designated Architectural Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, and the Record Owner is without funds to do so, then the Record Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris within six months of the loss.

(b) If any Record Owner of an improved Lot fails to maintain the insurance required by Section 10.5 of this Article, the Association may impose sanctions for violation of the Declaration, and may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Record Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Record Owner is liable for assessments levied against its Lot, and, upon the failure of the Record Owner to pay such costs within ten (10) days after such Record Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Record Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

ARTICLE XI
RIGHTS OF MORTGAGEES

11.1 GENERAL.

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

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

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 ENFORCEMENT.

(a) In addition to other enforcement mechanisms provided in this Declaration, enforcement of this Declaration and any rule and regulation duly adopted and promulgated pursuant to this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to restrain the violation, force compliance, and/or to recover damages. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Record Owners for all costs and expenses for which it or they may incur as a result of the said violation or attempted violation, including but not limited to, administrative costs, court costs and reasonable attorneys' fees whether suit is filed or not.

(b) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Record Owner(s) of any land included in the Community and their respective legal representatives, heirs, successors and assigns, and all persons claiming by, through or under them. Further, the Covenants shall run with the land and shall bind every Lot and Owner thereof and successors in interest of each such Owner.

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

12.3 INCORPORATION BY REFERENCE ON RESALE. In the event any Record Owner sells or otherwise transfers any Lot, or upon a forced sale of the Lot, any deed purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

12.4 NOTICES. Any notice required to be sent to any Member or Record Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, or by electronic notice to the last known address of the person who appears as Member or Record Owner on the records of the Association at the time such notice is sent, and each such Member is required to keep his mailing and/or electronic address current by written notification of any change sent to the Association.

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

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

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

12.8 AMENDMENT.

(a) This Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose pursuant to this Section 12.9.

(b) The vote (in person, by mail, by electronic mail or by proxy) or written consent of (i) not less than sixty percent (60%) of the Members of the Association in good standing shall be required to add to, amend, revise or modify this Declaration. Good standing for purposes of an amendment vote shall be as defined in Section 11B-116 of the HOA Act.

(c) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be recorded in the Land Records. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Record Owner, hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Record Owner in certifying, executing and recording said instrument.

12.9 Rules and Regulations.

(a) The Board of Directors shall have the power to adopt and amend Rules and Regulations ("Rules and Regulations") regarding the use of the Property, including but not limited to the Common Areas and the Lots, and the conduct of persons thereon and therein, and regarding matters as to which the Board of Directors is expressly granted such power by this Declaration, which shall be binding on each Owner, provided such Rules and Regulations are adopted in accordance with the provisions of this Article.

(b) The Board of Directors shall mail, email or hand deliver written notice to each of the Members of the Association setting forth the proposed Rules and Regulations, and the date, time and place of the meeting at which such proposed Rule and Regulations will be considered, at least thirty (30) days prior to adoption. Such notices shall be mailed to the address of each Member as shown on the most current membership roster of the Association.

(c) The adoption or amendment of Rules and Regulations shall require the affirmative vote of not less than two-thirds (2/3) of the directors present and voting at a meeting of the Board of Directors.

NOW THEREFORE, the Owners of Lots within Harbor Walk Townhouse Association, by an instrument or instruments recorded herewith, which has been executed, sealed and acknowledged by or on behalf of the Members of the Association who voted in the affirmative to approve such instrument, hereby evidence the appointment of Harbor Walk Townhouse Association, Inc., its successors and assigns as the designated representative to stand in the place and stead of the Declarant as provided in the original Declaration and further evidence their agreement and intent to Amend and Restate the original Declaration as provided in this Amended and Restated Declaration for Harbor Walk Townhouse Association.

AS WITNESS the acknowledged signatures and seals of the President and the Secretary of Harbor Walk Townhouse Association, Inc., who hereby certify and represent that not less than the affirmative vote of Owners being Class A Members in good standing having at least 60% of the votes in the development of Harbor Walk Townhouse Association, at a meeting duly called

for such purpose have voted to approve this Amended and Restated Harbor Walk Townhouse Association Declaration at a meeting duly called and constituted on the day hereinabove first written.

WITNESS/ATTEST:

HARBOR WALK TOWNHOUSE ASSOCIATION, INC.

By: Anne W. Riley (SEAL)
Anne W. Riley, President

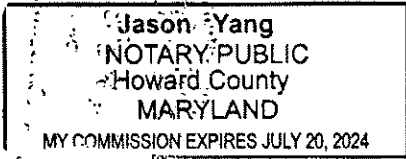
By: Laura Ann S. Polacek (SEAL)
Laura Ann S. Polacek, Secretary

STATE OF MARYLAND, CITY/COUNTY OF Howard, TO WIT:
I HEREBY CERTIFY that on this 15th day of December, 20 20, before, me, the
subscriber, a Notary Public of the State of Maryland, personally appeared
Anne W. Riley, the President of Harbor Walk Townhouse
Association, Inc., and being authorized to do so, in my presence, signed and sealed the same and
acknowledged the same to be the act and deed of not less than 60% of the Owners in good
standing of the Association.

AS WITNESS my hand and Notarial Seal.

[Signature] (SEAL)
Notary Public

My Commission Expires: 7/20/24

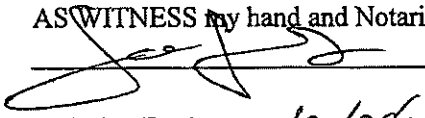


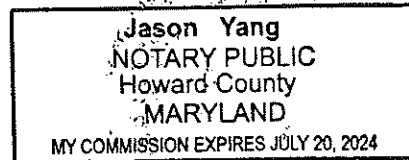
BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0053, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

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

I HEREBY CERTIFY that on this 15th day of December, 20 20, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared Laura A. Pollock, the Secretary of Harbor Walk Townhouse Association, Inc., and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of not less than 60% of the Owners in good standing of the Association.


AS WITNESS my hand and Notarial Seal.

 (SEAL)
Notary Public
My Commission Expires: 7/20/24



CERTIFICATION

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals (Supreme Court) of Maryland.



Kathleen M. Elmore, Esq.

AFTER RECORDATION, PLEASE RETURN TO:

ELMORE & THROOP, P.C.
4 Riggs Avenue
Severna Park, Maryland 21146
et@elmore-throop.com
410-544-6644

- Attachments: Exhibit 1 - Listing of Eight Harbor Walk Townhouse Parcels (Property)
- Exhibit 2 - Harbor Walk Townhouse Plats
- Exhibit 3 - Department of Public Works January 1979 (6 sheets) informational
- Exhibit 4 - Harbor Walk Townhouse Map - informational
- Exhibit 5 - Re-recording of Confirmatory Easement - Book 17737, pgs 147-158

(Exhibits A as provided herein already of record)

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0054, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

EXHIBIT 1

**HARBOR WALK TOWNHOUSE
PROPERTY**

Exhibit 1

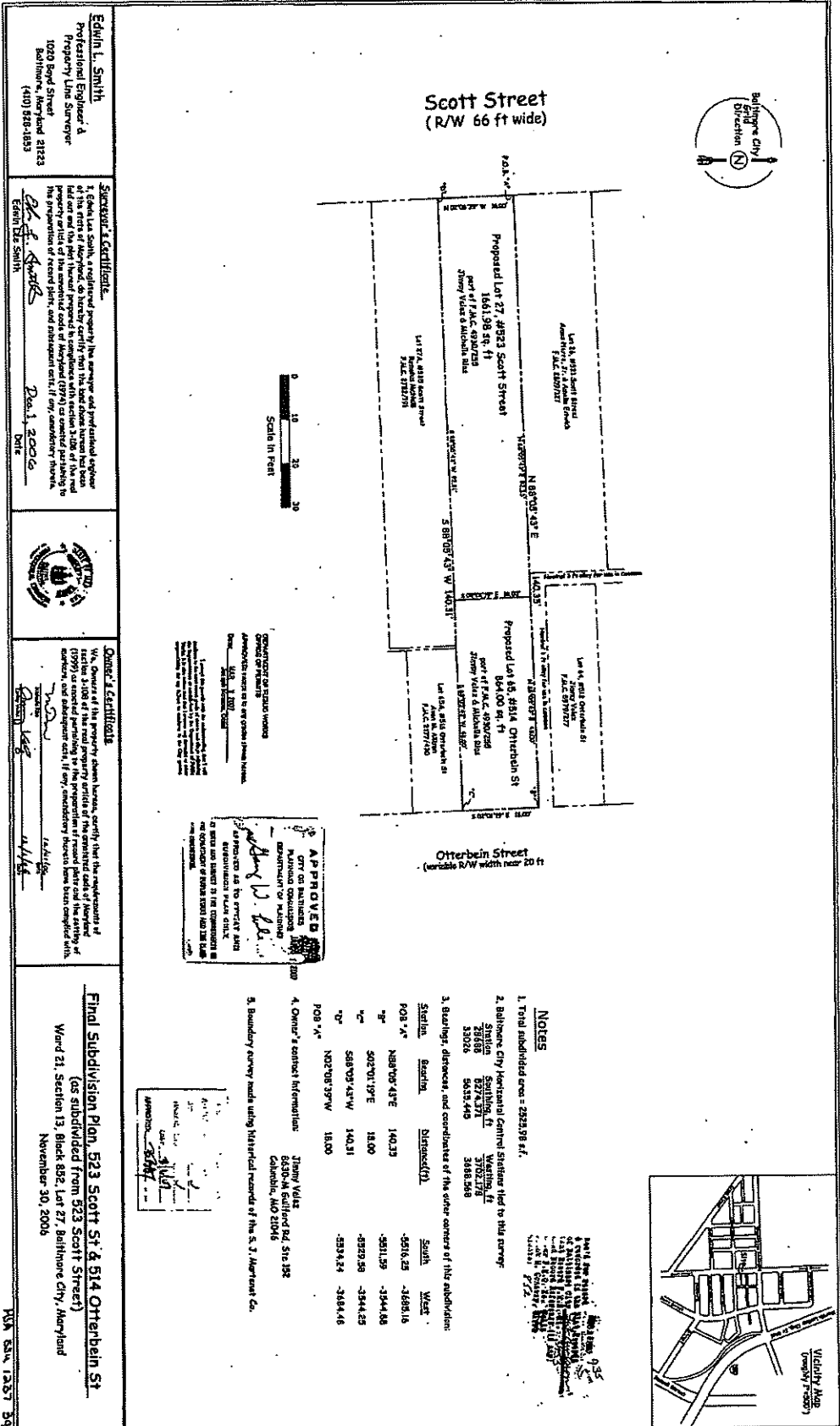
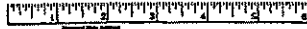
<u>Property Tax Description</u>	<u>Property Identifier</u>	<u>Liber/folio</u>	<u>Location</u>
884 1. SS W York St 100 ft W of S Hanover St	22 080 0883 032K	04124/ 00753	York Street parking lot
885 2. SS W of Lee St 159-4 Ft W of S Charles St	22 010 0885 001	04124/ 00753	Walkway east of 15 W. Lee (Keane residence)
885 3. ES S Hanover St 194-1 ft SW of Lee St	22 010 0885 020	04124/ 00753	Walkway btwn 613 & 615 S. Hanover (McGillicuddy/McClain)
895 4. 20 W Hughes St	22 090 0895 062	04124/ 00753	Hughes Street parking lot
874 5. SS W Barre St 75-1 Ft W of S Hanover St	00 080 0874 057	03966/ 00637	Comb Alley (behind 508 - 512 S Hanover St
868 6. SS W Conway St 383-11 ft W of S Charles St	22 020 0867 016	03966/ 00637	Next to 426 S Hanover (Riley)
868 7. SS W Barre St 94-1 ft E of S Hanover St	22 010 0868 003	03966/ 00637	Next to 15 W Barre (Carey)
868 8. NS W Lee St 170 Ft W of S Charles St	22 010 0868 021	03966/ 00637	Next to 16 W Lee (Connolly)

EXHIBIT 2

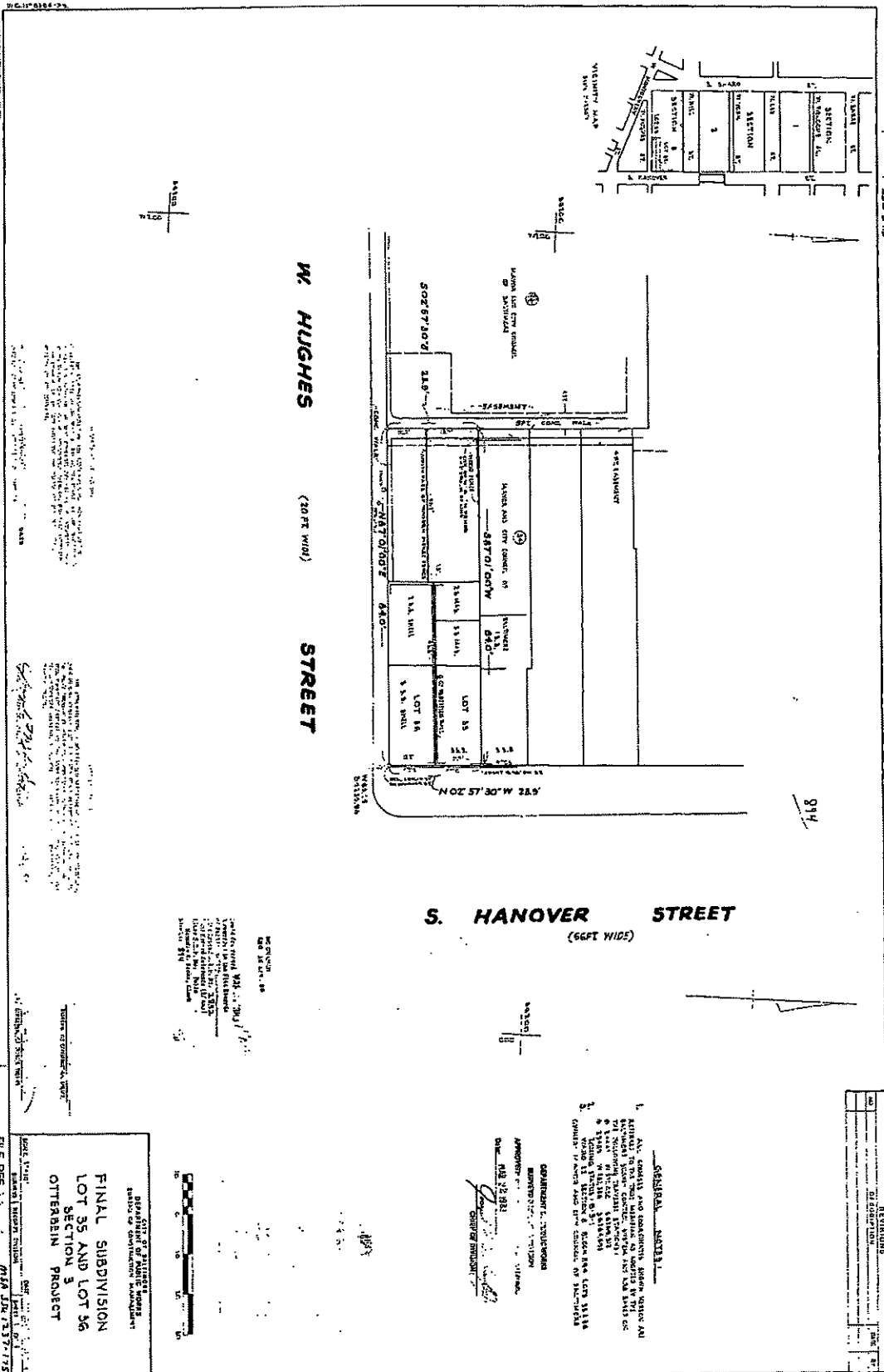
**HARBOR WALK TOWNHOUSE
PLATS**

Exhibit 2

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0059, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

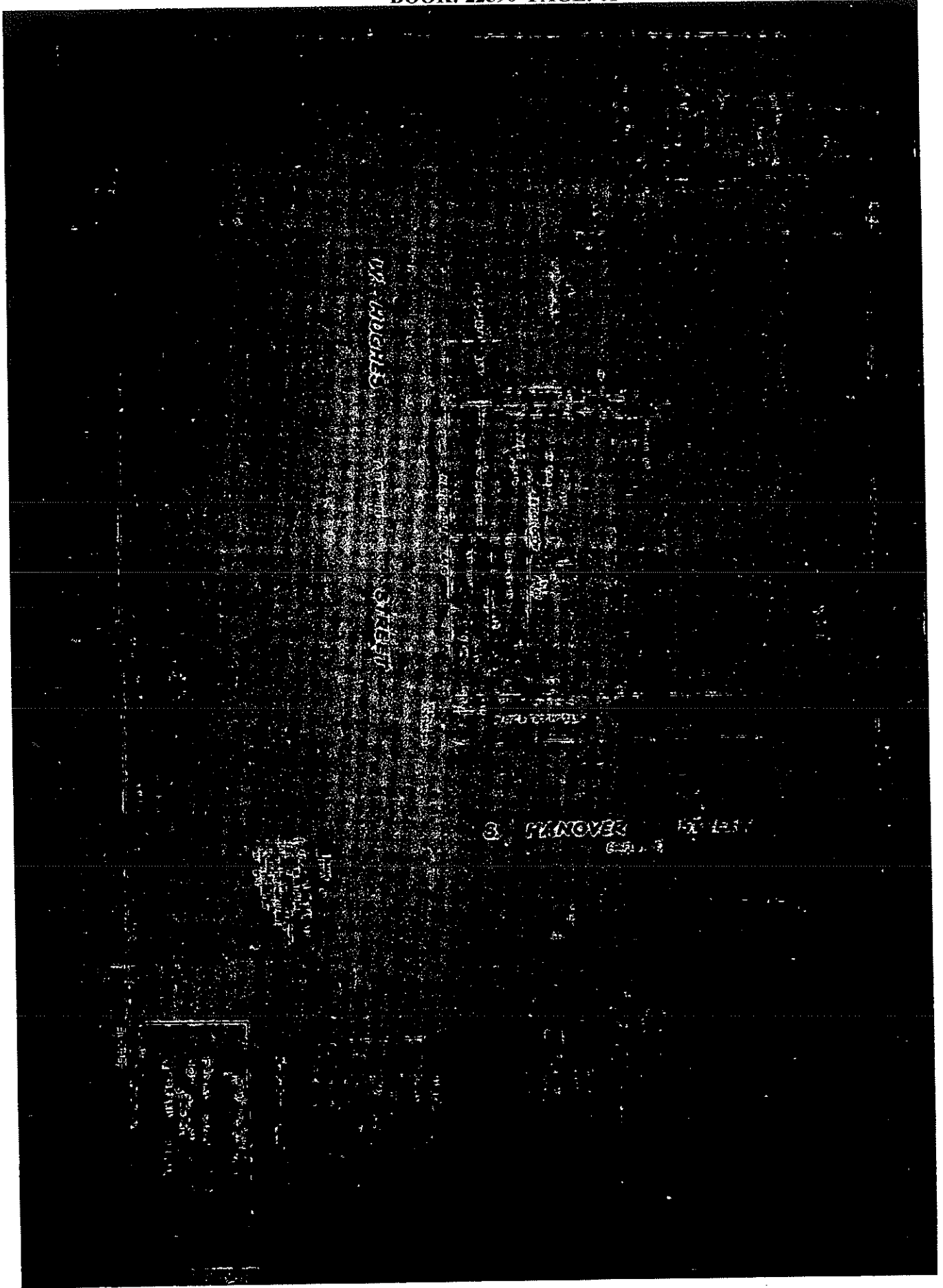


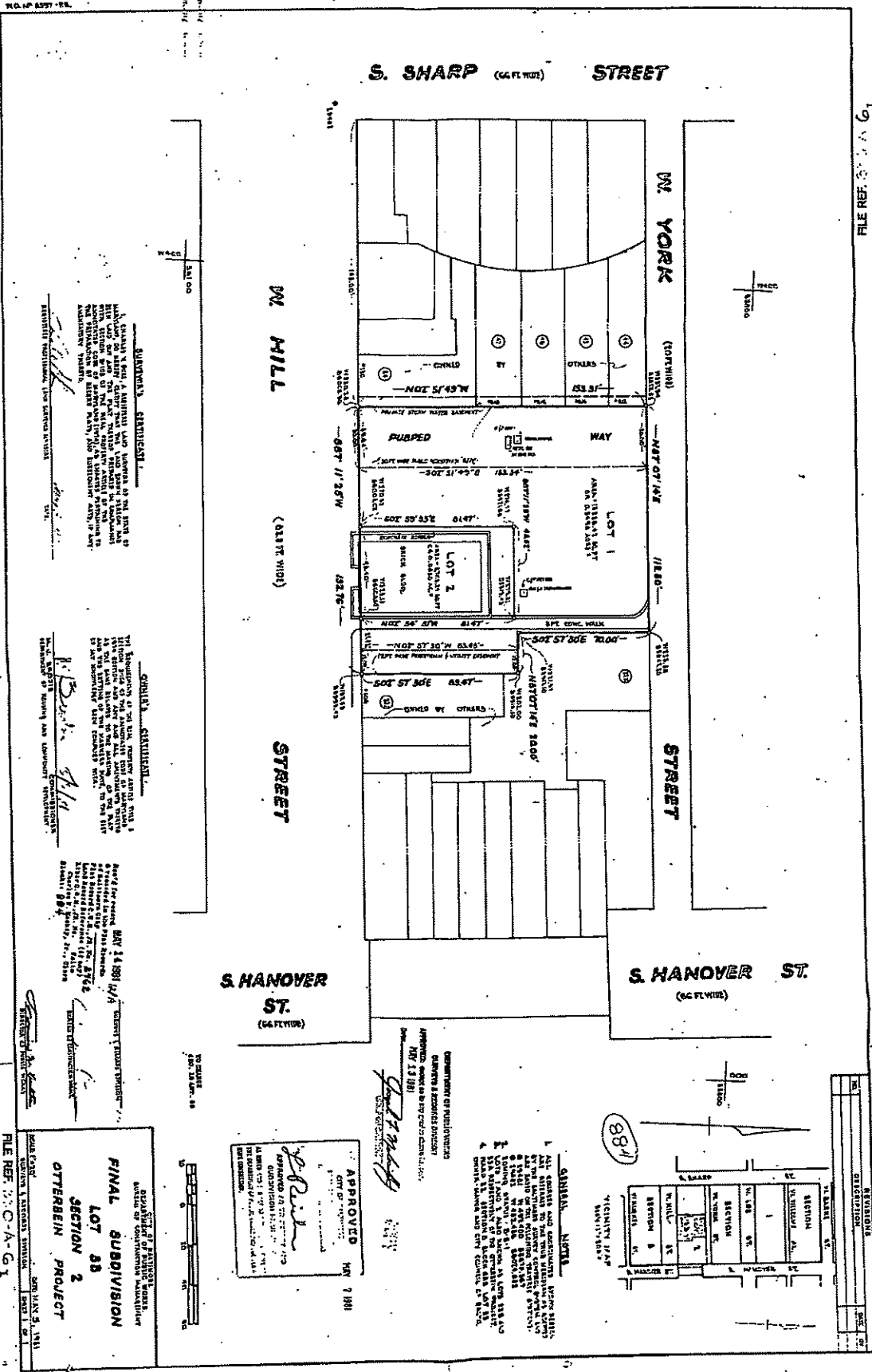
BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0060, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.



FILE REF.

916





FILE REF. 22590-62

SUBJECT'S STATEMENT
 I, CHARLES W. HILL, a single man, do hereby certify that the above described land is my own and that I have no other interest therein. I have no other interest in the above described land and I have no other interest in any other land in Baltimore City. I have no other interest in any other land in Baltimore City. I have no other interest in any other land in Baltimore City.

GRANTOR'S CERTIFICATE
 I, CHARLES W. HILL, do hereby certify that the above described land is my own and that I have no other interest therein. I have no other interest in the above described land and I have no other interest in any other land in Baltimore City. I have no other interest in any other land in Baltimore City.

NOTICE TO PURCHASER
 NOTICE TO PURCHASER: The above described land is subject to the following conditions: 1. The purchaser shall pay for the land in full at the time of purchase. 2. The purchaser shall be responsible for all taxes and assessments on the land. 3. The purchaser shall be responsible for all utility charges on the land. 4. The purchaser shall be responsible for all other charges on the land.

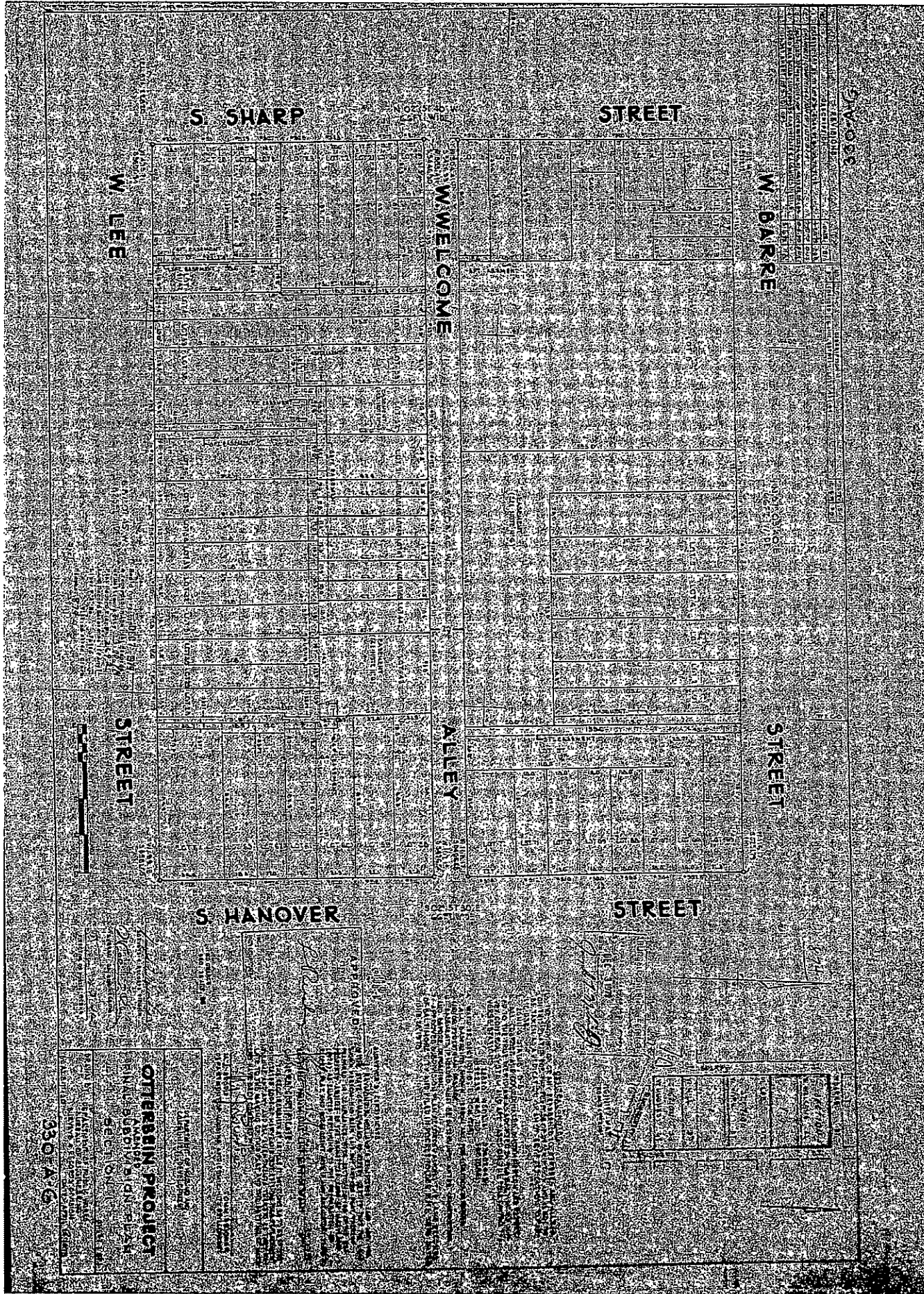
FINAL SUBDIVISION
 SECTION 2
 OTTERBEIN PROJECT
 APPROVED MAY 1 1981
 CITY OF BALTIMORE

APPROVED
 MAY 1 1981
 CITY OF BALTIMORE

GENERAL NOTE
 1. ALL LOTS ARE TO BE CONVEYED TO THE PURCHASER BY DEED.
 2. THE PURCHASER SHALL BE RESPONSIBLE FOR ALL TAXES AND ASSESSMENTS ON THE LAND.
 3. THE PURCHASER SHALL BE RESPONSIBLE FOR ALL UTILITY CHARGES ON THE LAND.
 4. THE PURCHASER SHALL BE RESPONSIBLE FOR ALL OTHER CHARGES ON THE LAND.

SECTION	AREA	ACRES
SECTION 1	1.00	1.00
SECTION 2	1.00	1.00
SECTION 3	1.00	1.00
SECTION 4	1.00	1.00
SECTION 5	1.00	1.00
SECTION 6	1.00	1.00
SECTION 7	1.00	1.00
SECTION 8	1.00	1.00
SECTION 9	1.00	1.00
SECTION 10	1.00	1.00
SECTION 11	1.00	1.00
SECTION 12	1.00	1.00
SECTION 13	1.00	1.00
SECTION 14	1.00	1.00
SECTION 15	1.00	1.00
SECTION 16	1.00	1.00
SECTION 17	1.00	1.00
SECTION 18	1.00	1.00
SECTION 19	1.00	1.00
SECTION 20	1.00	1.00

SECTION 1
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 SECTION 20



330 A.G.

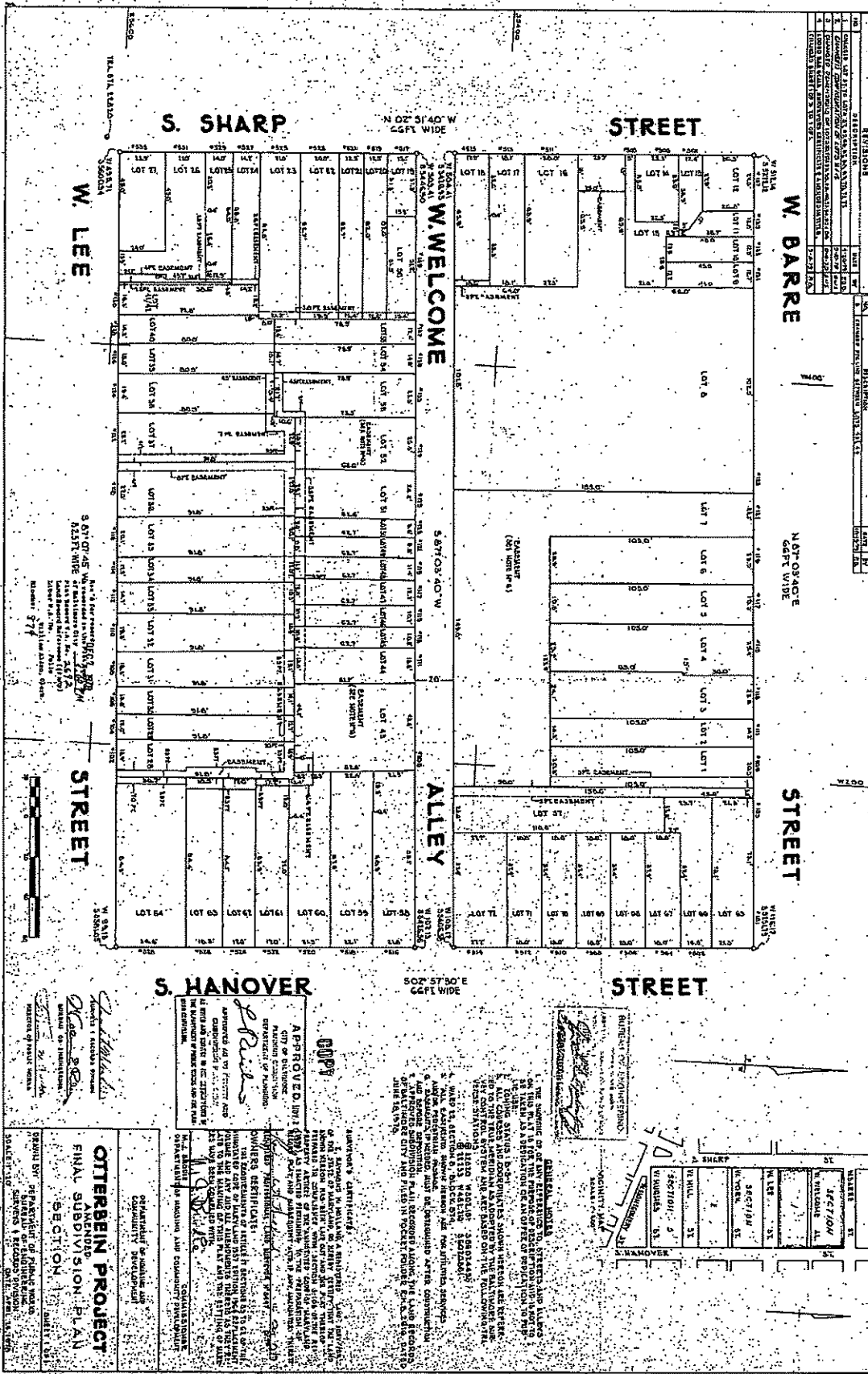
OTTERBEIN PROJECT

RECEIVED

PLAT

RECORDED

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0067, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.



NO.	DESCRIPTION	DATE	BY
1	RECORD	02/03/2021	...
2
3
4
5
6
7
8
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10

OTTERBEIN PROJECT
 AMENDED
 FINAL SUBDIVISION PLAN
 SECTION 5

330-A-6
 MSA CE164_31747 - 3067

NOTICE TO CONTRACTORS:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE BALTIMORE CITY DEPARTMENT OF PUBLIC WORKS AND THE BALTIMORE CITY DEPARTMENT OF PUBLIC SAFETY PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE BALTIMORE CITY DEPARTMENT OF PUBLIC WORKS AND THE BALTIMORE CITY DEPARTMENT OF PUBLIC SAFETY PRIOR TO THE START OF CONSTRUCTION.

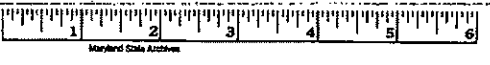
NOTICE TO HOMEOWNERS:
 THE HOMEOWNERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE BALTIMORE CITY DEPARTMENT OF PUBLIC WORKS AND THE BALTIMORE CITY DEPARTMENT OF PUBLIC SAFETY PRIOR TO THE START OF CONSTRUCTION. THE HOMEOWNERS SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE BALTIMORE CITY DEPARTMENT OF PUBLIC WORKS AND THE BALTIMORE CITY DEPARTMENT OF PUBLIC SAFETY PRIOR TO THE START OF CONSTRUCTION.

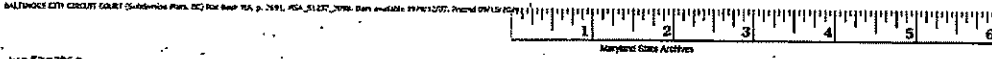
OTTERBEIN PROJECT
 AMENDED
 FINAL SUBDIVISION PLAN
 SECTION 5

330-A-6
 MSA CE164_31747 - 3067

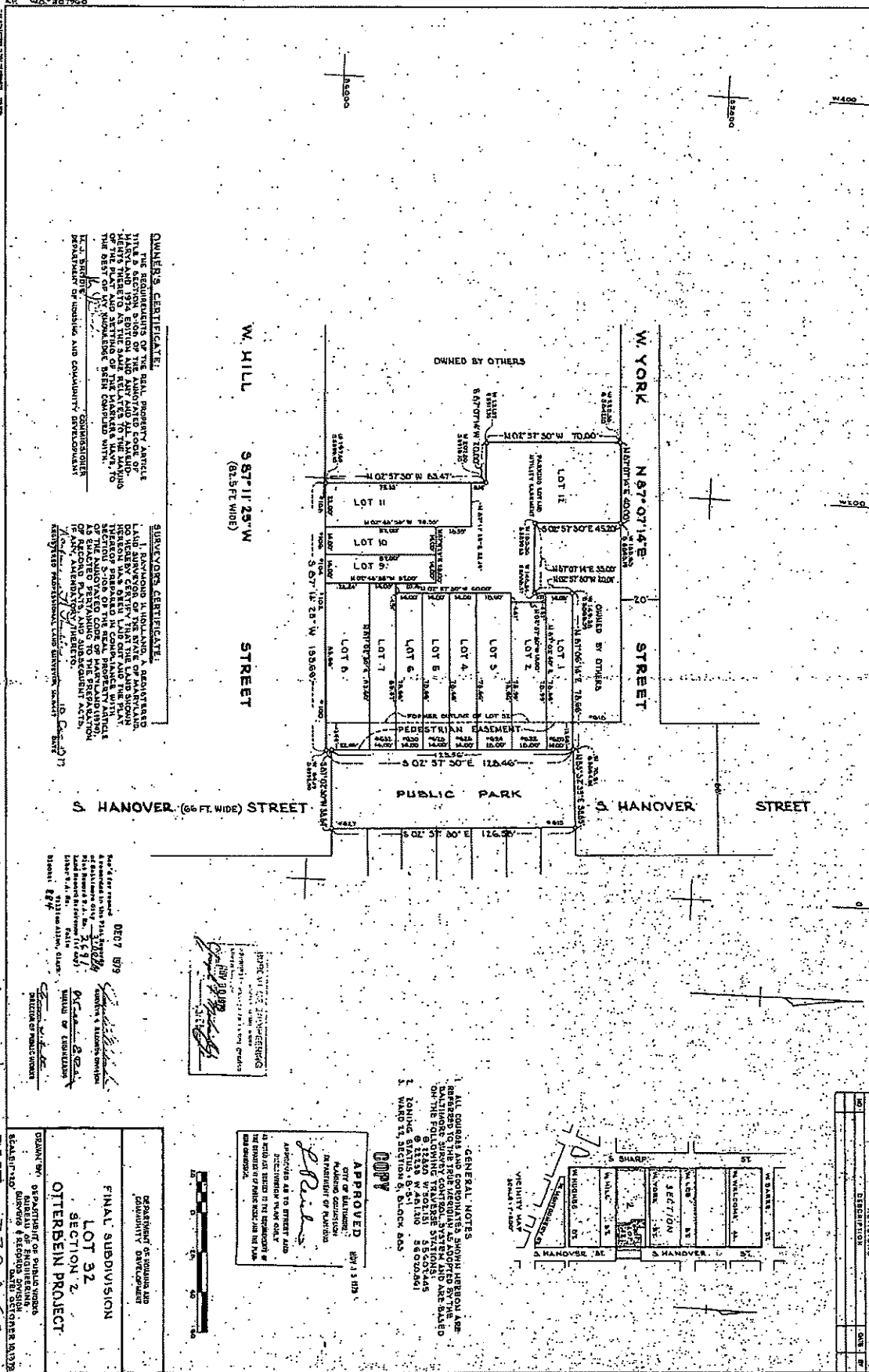
NOTICE TO CONTRACTORS:
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NOTICE TO HOMEOWNERS:
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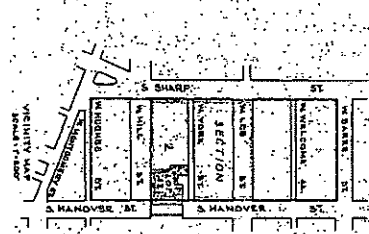
OWNER'S CERTIFICATE
 THE REQUIREMENTS OF THE REAL PROPERTY ARTICLE OF THE MARYLAND AND DISTRICT OF COLUMBIA CODES, AND THE MARYLAND AND DISTRICT OF COLUMBIA CONSTITUTIONS, HAVE BEEN FULLY COMPLIED WITH. THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

SHARPOUR'S CERTIFICATE
 I, SHARPOUR, A REGISTERED LAND SURVEYOR, HAVE EXAMINED THE RECORDS OF THE BALTIMORE CITY DEPARTMENT OF PUBLIC WORKS AND HAVE FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

DEPT 09
 DIRECTOR OF PUBLIC WORKS

APPROVED
 BY J. B. B. B.
 DIRECTOR OF PUBLIC WORKS

GENERAL NOTES
 1. ALL DIMENSIONS AND BEARINGS ARE GIVEN IN DECIMAL FEET AND INCHES.
 2. ALL DIMENSIONS AND BEARINGS ARE GIVEN IN DECIMAL FEET AND INCHES.
 3. ALL DIMENSIONS AND BEARINGS ARE GIVEN IN DECIMAL FEET AND INCHES.

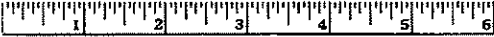


NO.	REVISIONS	DATE
1	ISSUED	

FINAL SUBDIVISION
 LOT 32
 SECTION 2
 OTTERBEIN PROJECT

FILE REF: 330-A-60
 MSR SAU 1257-3648

BALTIMORE CITY RECORDS DEPARTMENT (Formal) BAL. REC. REC. BOOK NO. 22590, P. 69, MSA, 61-72-1077, Date of Filing 10/17/2021, Printed on 10/17/2021



Maryland State Archives

DMJM

REFER TO SECTION 2 NOTICES TO ADVERSELY AFFECTED PARTIES TO LOTS 32 AND 33

DATE: 04/20/2021

APPROVED 10/13/2021

[Signature]

City of Baltimore
Department of Public Works
Engineering Division

APPROVED 09/13/2021

[Signature]

Bureau of Engineering
Engineering Division

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	08/10/2021	DMJM
2	FINAL PLAN	09/13/2021	DMJM

GENERAL NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BALTIMORE AND THE STATE OF MARYLAND.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BALTIMORE AND THE STATE OF MARYLAND.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BALTIMORE AND THE STATE OF MARYLAND.

SECTION OF LOTS 33 AND 34
 REFER TO SECTION 2 OTTERBEIN FINAL SUBDIVISION PLAN
 PLAT 1380
 CLEARED T&E DRAWING W&E
 DATE JULY 23, 1978



PREPARED BY:
 EVELL, ROBINSON & ASSOC.
 Consulting Engineers
 BALTIMORE, MARYLAND

NO.	DESCRIPTION	DATE	BY	REVISIONS
1	CONCEPT SITE ADDRESS	4-8-78	ELR	
2	DESIGN BASIS AND	5-1-78	ELR	
3	EXCEPT DRAWINGS	5-1-78	ELR	
4	REVISIONS			
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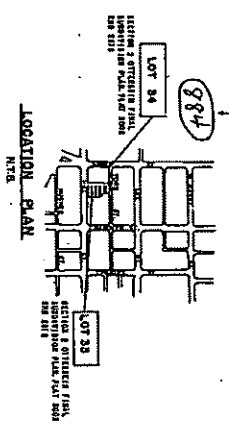
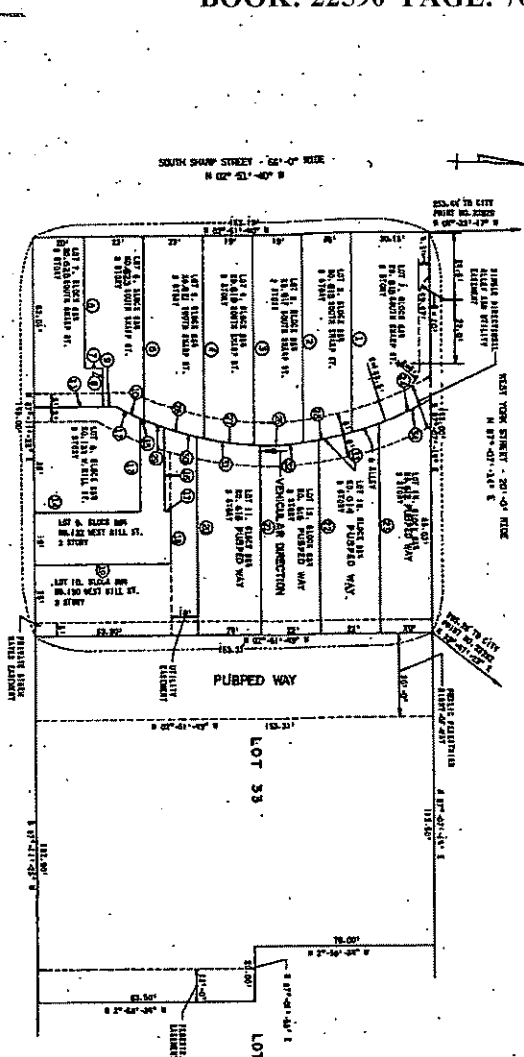


SECTION 2 OTTERBEIN FINAL SUBDIVISION PLAN
 PLAT 1380
 CLEARED T&E DRAWING W&E
 DATE JULY 23, 1978

OWNER, LOT 34
 OTTERBEIN HOLDING GROUP, INC.
 SUITE 200 WOOD ROAD
 BALTIMORE, MD 21202
 PHONE NO.: 333-0010

OWNER, LOT 33
 BALTIMORE CITY
 WATER AND CITY COUNCIL
 CITY OF BALTIMORE

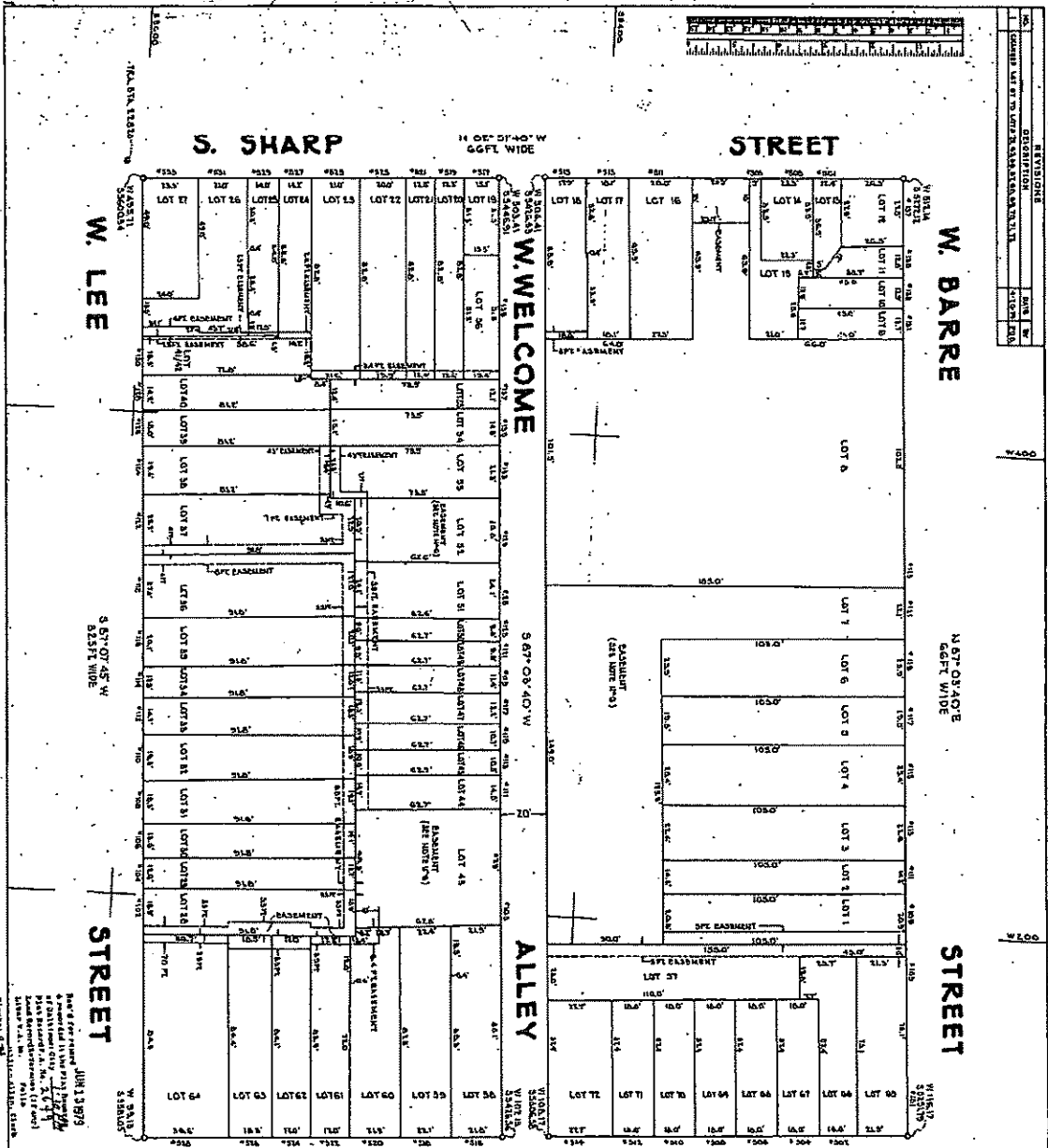
APPROVED
 SEP 21 1978
 SUPERVISOR OF PLANNING
 BALTIMORE CITY



NUMBER	DISTANCE	BEARING
1	74.97'	N 81°-28'-11.3" E
2	17.91'	N 81°-28'-11.3" E
3	17.91'	N 81°-28'-11.3" E
4	17.91'	N 81°-28'-11.3" E
5	17.91'	N 81°-28'-11.3" E
6	17.91'	N 81°-28'-11.3" E
7	17.91'	N 81°-28'-11.3" E
8	17.91'	N 81°-28'-11.3" E
9	17.91'	N 81°-28'-11.3" E
10	17.91'	N 81°-28'-11.3" E
11	17.91'	N 81°-28'-11.3" E
12	17.91'	N 81°-28'-11.3" E
13	17.91'	N 81°-28'-11.3" E
14	17.91'	N 81°-28'-11.3" E
15	17.91'	N 81°-28'-11.3" E
16	17.91'	N 81°-28'-11.3" E
17	17.91'	N 81°-28'-11.3" E
18	17.91'	N 81°-28'-11.3" E
19	17.91'	N 81°-28'-11.3" E
20	17.91'	N 81°-28'-11.3" E
21	17.91'	N 81°-28'-11.3" E
22	17.91'	N 81°-28'-11.3" E
23	17.91'	N 81°-28'-11.3" E
24	17.91'	N 81°-28'-11.3" E
25	17.91'	N 81°-28'-11.3" E
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31	17.91'	N 81°-28'-11.3" E
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33	17.91'	N 81°-28'-11.3" E
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35	17.91'	N 81°-28'-11.3" E
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39	17.91'	N 81°-28'-11.3" E
40	17.91'	N 81°-28'-11.3" E
41	17.91'	N 81°-28'-11.3" E
42	17.91'	N 81°-28'-11.3" E
43	17.91'	N 81°-28'-11.3" E
44	17.91'	N 81°-28'-11.3" E
45	17.91'	N 81°-28'-11.3" E
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71	17.91'	N 81°-28'-11.3" E
72	17.91'	N 81°-28'-11.3" E
73	17.91'	N 81°-28'-11.3" E
74	17.91'	N 81°-28'-11.3" E
75	17.91'	N 81°-28'-11.3" E
76	17.91'	N 81°-28'-11.3" E
77	17.91'	N 81°-28'-11.3" E
78	17.91'	N 81°-28'-11.3" E
79	17.91'	N 81°-28'-11.3" E
80	17.91'	N 81°-28'-11.3" E
81	17.91'	N 81°-28'-11.3" E
82	17.91'	N 81°-28'-11.3" E
83	17.91'	N 81°-28'-11.3" E
84	17.91'	N 81°-28'-11.3" E
85	17.91'	N 81°-28'-11.3" E
86	17.91'	N 81°-28'-11.3" E
87	17.91'	N 81°-28'-11.3" E
88	17.91'	N 81°-28'-11.3" E
89	17.91'	N 81°-28'-11.3" E
90	17.91'	N 81°-28'-11.3" E
91	17.91'	N 81°-28'-11.3" E
92	17.91'	N 81°-28'-11.3" E
93	17.91'	N 81°-28'-11.3" E
94	17.91'	N 81°-28'-11.3" E
95	17.91'	N 81°-28'-11.3" E
96	17.91'	N 81°-28'-11.3" E
97	17.91'	N 81°-28'-11.3" E
98	17.91'	N 81°-28'-11.3" E
99	17.91'	N 81°-28'-11.3" E
100	17.91'	N 81°-28'-11.3" E

GENERAL NOTES
 1. ALL DISTANCES ARE GIVEN IN FEET AND INCHES TO THE NEAREST 1/16" UNLESS OTHERWISE SPECIFIED.
 2. THE AREA OF THIS SECTION IS 1.12 ACRES.
 3. THE DISTANCE FROM THE CENTERLINE OF THE BALTIMORE TRAVELWAY TO THE CENTERLINE OF THE BALTIMORE TRAVELWAY IS 112.50'.

OWNER'S SIGNATURE: _____
 DATE: _____



NO.	SECTION	NO. 1	NO. 2
1	SECTION I	1	1
2	SECTION II	1	1

OTTERBARN PROJECT
FINAL SUBDIVISION PLAN
 SECTION I SHEET 1 OF 2

DESIGNED BY: DEPARTMENT OF PUBLIC WORKS
 DIVISION OF RECORDS & RECORDS DIVISION
 DATE: APRIL 28, 1978

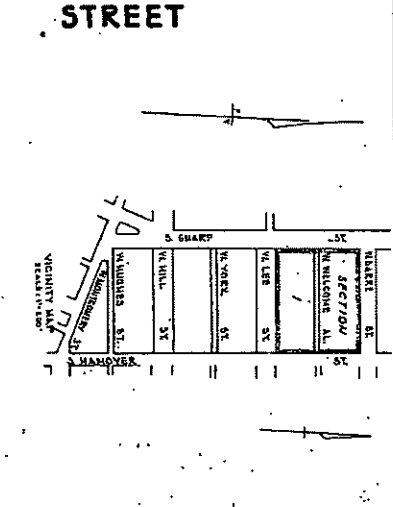
330-A-6

BUREAU OF ENGINEERING
 APPROVED: [Signature]
 DATE: [Date]

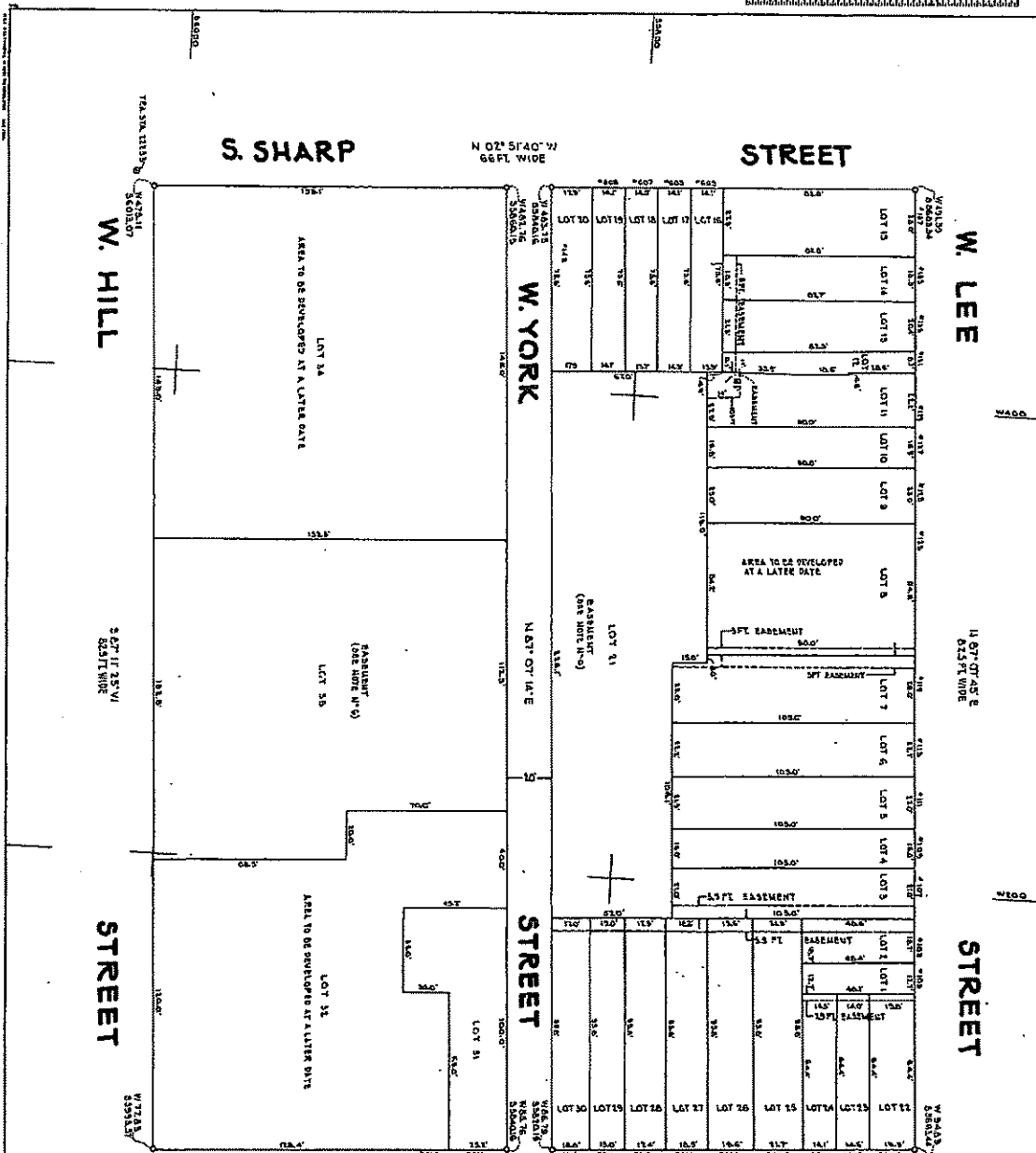
APPROVED
 [Signature]
 DATE: [Date]

OWNERS CERTIFICATE:
 THE SUBDIVISION OF THIS SECTION IS IN ACCORDANCE WITH THE PROVISIONS OF THE BALTIMORE CITY AND STATE LAWS AND ALL APPLICABLE ORDINANCES. THE LOTS ARE TO BE CONVEYED TO THE BUYER WITH THE BOUNDARIES AND THE SETBACKS OF THIS PLAN.

- GENERAL NOTES:**
1. THE WORKING COPY OF THIS PLAN IS FOR THE RECORD AND SHALL BE KEPT IN THE OFFICE OF THE ENGINEER. THE ORIGINAL COPY IS TO BE KEPT IN THE OFFICE OF THE ENGINEER.
 2. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA FURNISHED BY THE OWNER.
 3. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA FURNISHED BY THE OWNER.
 4. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA FURNISHED BY THE OWNER.
 5. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA FURNISHED BY THE OWNER.



BALTIMORE CITY CIRCUIT COURT (S. Hanover Map, MD) For Public Sale, p. 2018, MSA_21327_2020. DAY # 1430317376. PAGES 0015/0020.



FILE REF. 330-A-6

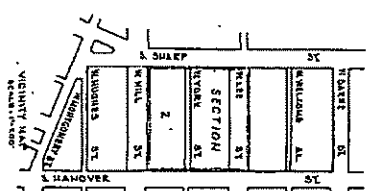
S. HANOVER STREET

50° ST 30' E
66 FT. WIDE

STREET

1. THE RECORD OF ANY EASEMENTS, RIGHTS AND INTERESTS IN THIS MAP SHALL BE A CONDITION OF ANY OFFER OF RESIDUAL TO PUBLIC SALE, SUBJECT TO THE TERMS AND CONDITIONS OF THE PUBLIC SALE. ANY EASEMENTS, RIGHTS AND INTERESTS IN THIS MAP SHALL BE A CONDITION OF ANY OFFER OF RESIDUAL TO PUBLIC SALE.

1. THE RECORD OF ANY EASEMENTS, RIGHTS AND INTERESTS IN THIS MAP SHALL BE A CONDITION OF ANY OFFER OF RESIDUAL TO PUBLIC SALE, SUBJECT TO THE TERMS AND CONDITIONS OF THE PUBLIC SALE.
2. ALL EASEMENTS AND CONDITIONS SHOWN HEREON ARE EASEMENTS AND CONDITIONS WHICH ARE NECESSARY FOR THE PROPER USE AND ENJOYMENT OF THE LAND SHOWN HEREON.
3. THE RECORD OF ANY EASEMENTS, RIGHTS AND INTERESTS IN THIS MAP SHALL BE A CONDITION OF ANY OFFER OF RESIDUAL TO PUBLIC SALE.
4. THE RECORD OF ANY EASEMENTS, RIGHTS AND INTERESTS IN THIS MAP SHALL BE A CONDITION OF ANY OFFER OF RESIDUAL TO PUBLIC SALE.
5. THE RECORD OF ANY EASEMENTS, RIGHTS AND INTERESTS IN THIS MAP SHALL BE A CONDITION OF ANY OFFER OF RESIDUAL TO PUBLIC SALE.



OTTERBEIN PROJECT
FINAL SUBDIVISION PLAN
SECTION 2
SHEET 1 OF 3

DESIGNED BY: DEPARTMENT OF PUBLIC WORKS
DRAWN BY: BUREAU OF ENGINEERING AND SURVEYING
SCALE: 1" = 20'
DATE: APRIL 26, 1978

FILE REF. 330-A-6

APPROVED JUL 3 1978
CITY OF BALTIMORE
PLANNING COMMISSION
COMMISSIONER OF PUBLIC WORKS
DEPARTMENT OF PUBLIC WORKS

COPY

MSA 22590 1357-3326

EXHIBIT 3

**BALTIMORE CITY
DEPARTMENT OF PUBLIC WORKS
JANUARY 1979**

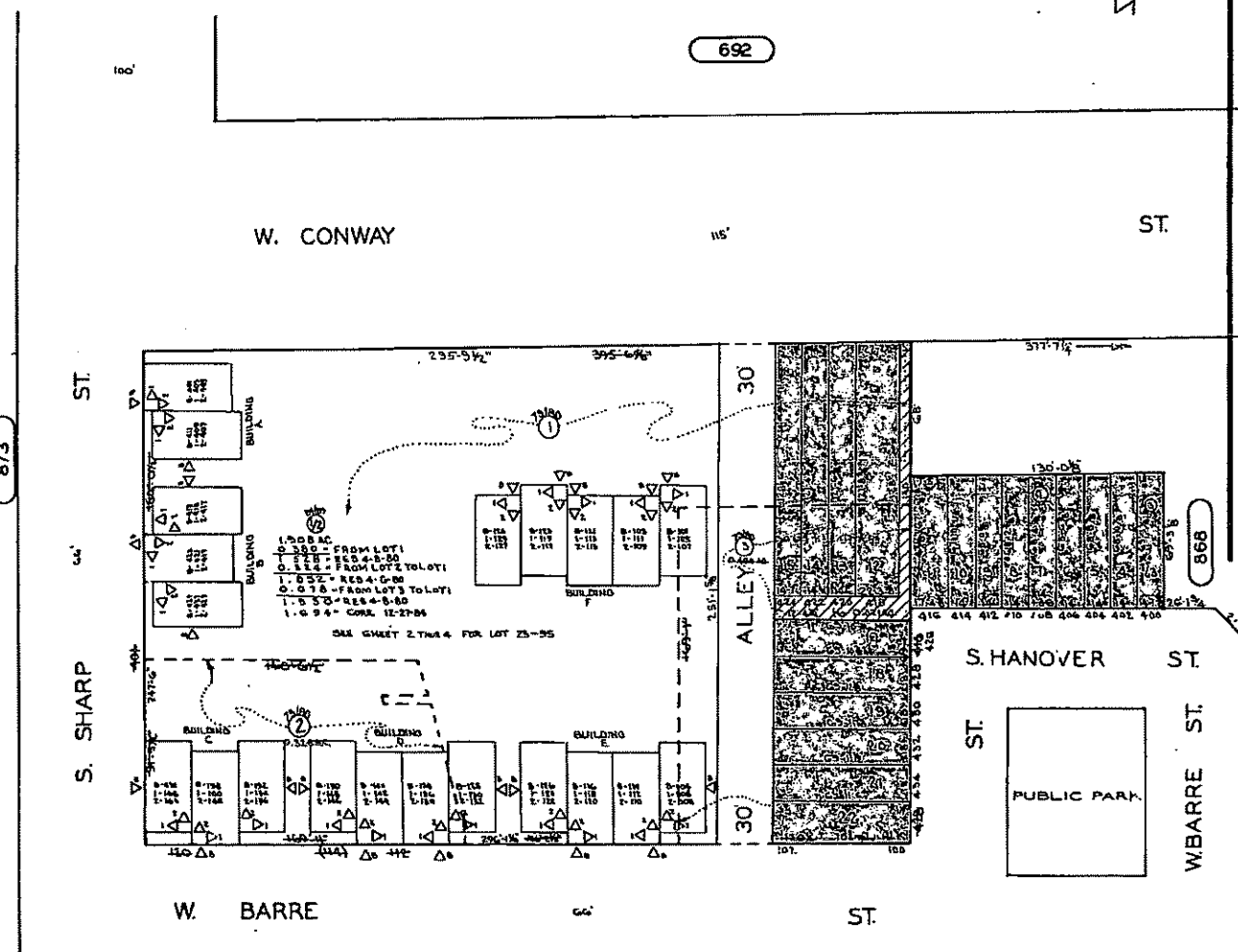
**HARBOR WALK TOWNHOUSE
(6 SHEETS FOR INFORMATIONAL PURPOSES)**

Exhibit 3

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0078, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

REVISIONS

PLAT REVISED PER D.P. AND P.L.S. CH. SA. 79-082-79-084
 BLOCK REVISED PER DEED, SUB-DIV & APP. CONDO-480-85-482
 LOT 112 ACRES CHANGED & ADDRESS 221 89-221
 LOT 172 DIV. PER DEED & LOT 3 CHANGED C.S.A. 89-501-516
 LOTS 23 THRU 85- UNIT No. ADDED PER PLS & DEED C.S.A. 86-186-192



△ 0, 1, 2, 3 IN NOTE HOUSE NUMBERS

FOR OLD CONDITIONS SEE SHEET NO. 2

SHEETS IN SET 4
SHEET NO. 1

NOTICE
 THIS IS A REAL PROPERTY PLAT AS PROVIDED FOR UNDER ARTICLE 76(d) OF THE CITY CHARTER IT IS COMPILED FROM TITLE AND OTHER SOURCES AND IS NOT AN AUTHENTIC SURVEY.

874

873

868

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 PROPERTY LOCATION DIVISION
 WARD 22 SECTION 2
 BLOCK 867
 SCALE 1"=50' DATE JANUARY 1979

TRACED BY: *[Signature]*

LETTERED BY: *[Signature]*

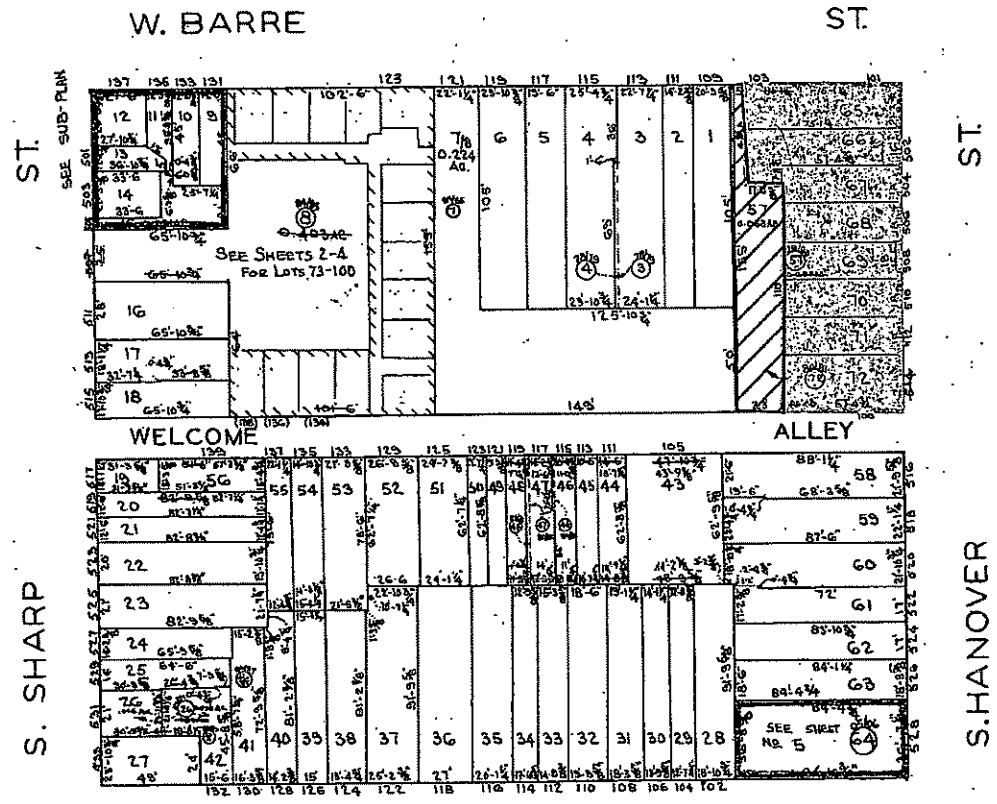
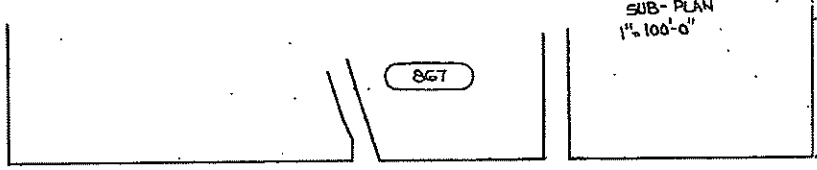
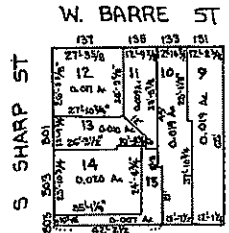
CHECKED BY: _____

HWTA OWNERS
 HWTA
 CITY

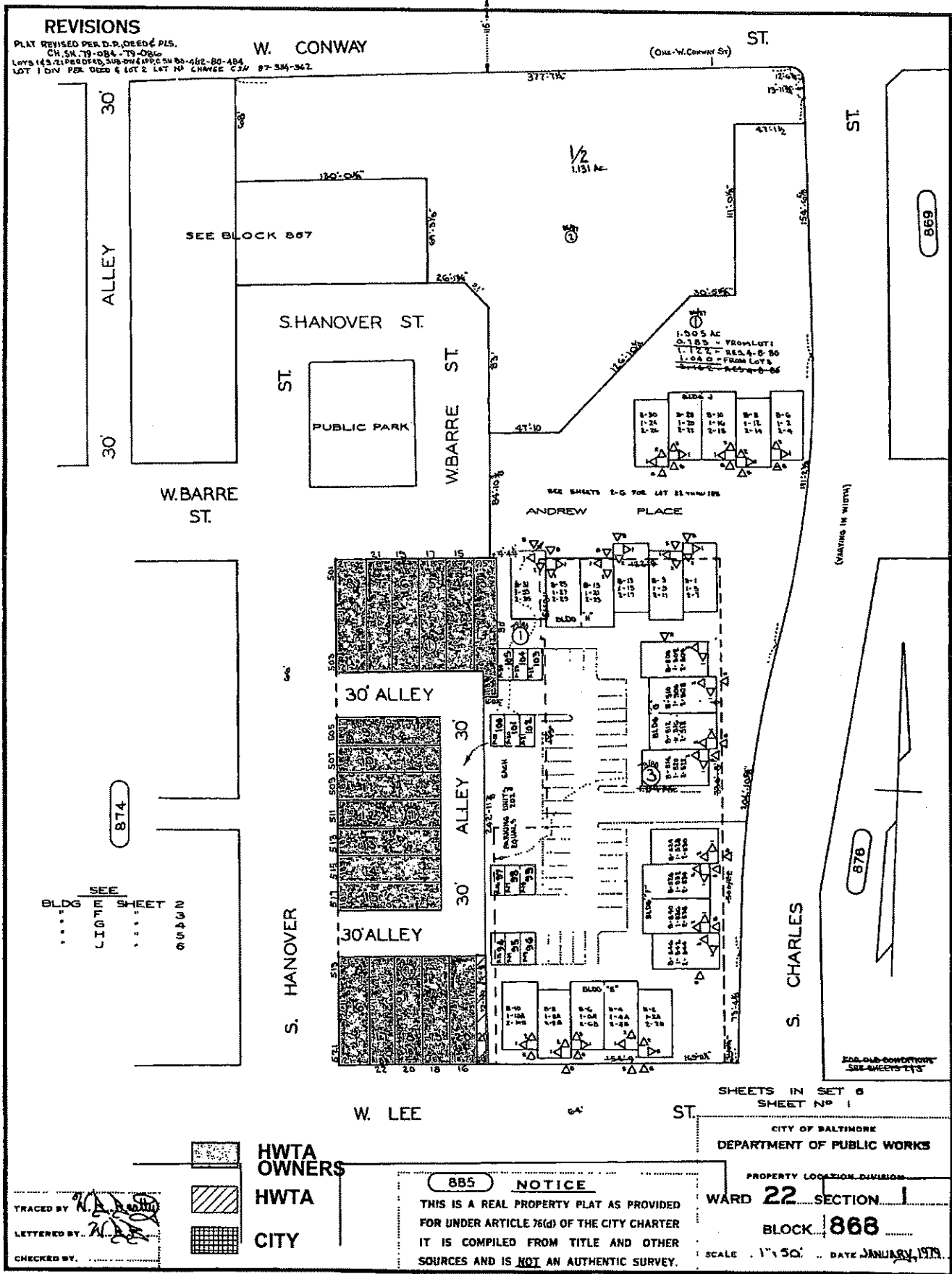
BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0079, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

REVISIONS

BLK REVISED PER D.P. 548-DIV 4 DEED, C.S.H. 78-216-78-217
 LOTS 3 & 4 PER DEED, P.L.S. C.S.H. 79-111
 LOTS 67, 68-72 PER DEED, APP & SUB-DIV. C.S.H. 80-471
 LOT 72 W.D. CH. PER. O.D. C.S.H. 81-119
 LOT 20, 22, 43, 44 & 56 DIM CHANGED PER D.P. C.S.H. BY 258
 LOTS 40, 41 & 48 DIV CHANGED PER DEEDS C.S.H. 81-427
 LOT 8 NO. CHANGED C.S.H. 84-220
 LOT 8 NO. CHANGED PER P.S. C.S.H. 84-480
 LOT 7 LOT NO CHANGED & LOT 8 DIV PER DEEDS C.S.H. 85-447 PER 448
 LOT 7C DIV. PER DEED C.S.H. 87-375
 LOT 26 A CH. PER P.L.S. C.S.H. 87-343
 LOTS 9 THRU 15 SIZE COR. C.S.H. 04-027
 LOT 64 DIV. PER DEED & CONDO PLAT C.S.H. 06-378



BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0080, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.



REVISIONS

PLAT REVISED PER D.R. DEED & PLS.
 CH. 54, 79-084 - 79-086
 LOTS 14, 21 PER DEED, SUB-DIVISION CH 80-162-80-164
 LOT 1 DIV PER DEED & LOT 2 LOT NO CHANGE CH 87-384-362

SEE
 BLDG LIST SHEET
 C107M 00460

874

TRACED BY: [Signature]
 LETTERED BY: [Signature]
 CHECKED BY: [Signature]

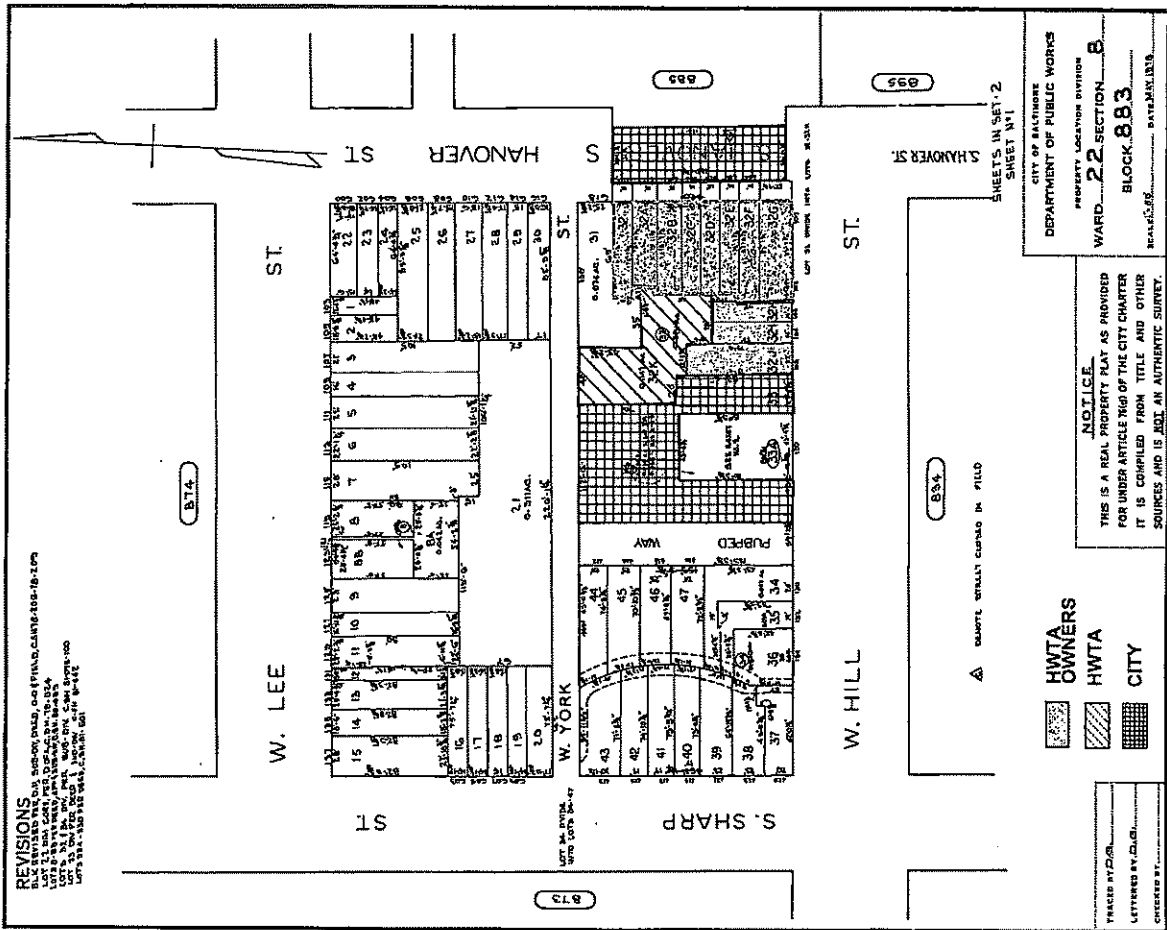
HWTA OWNERS
 HWTA
 CITY

885 NOTICE
 THIS IS A REAL PROPERTY PLAT AS PROVIDED
 FOR UNDER ARTICLE 76(d) OF THE CITY CHARTER
 IT IS COMPILED FROM TITLE AND OTHER
 SOURCES AND IS NOT AN AUTHENTIC SURVEY.

SHEETS IN SET 6
 SHEET NO 1
 CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 PROPERTY LOCATION DIVISION
 WARD 22 SECTION 1
 BLOCK 866
 SCALE 1" = 50' DATE JANUARY 1979

(MAYING IN WITHIN)

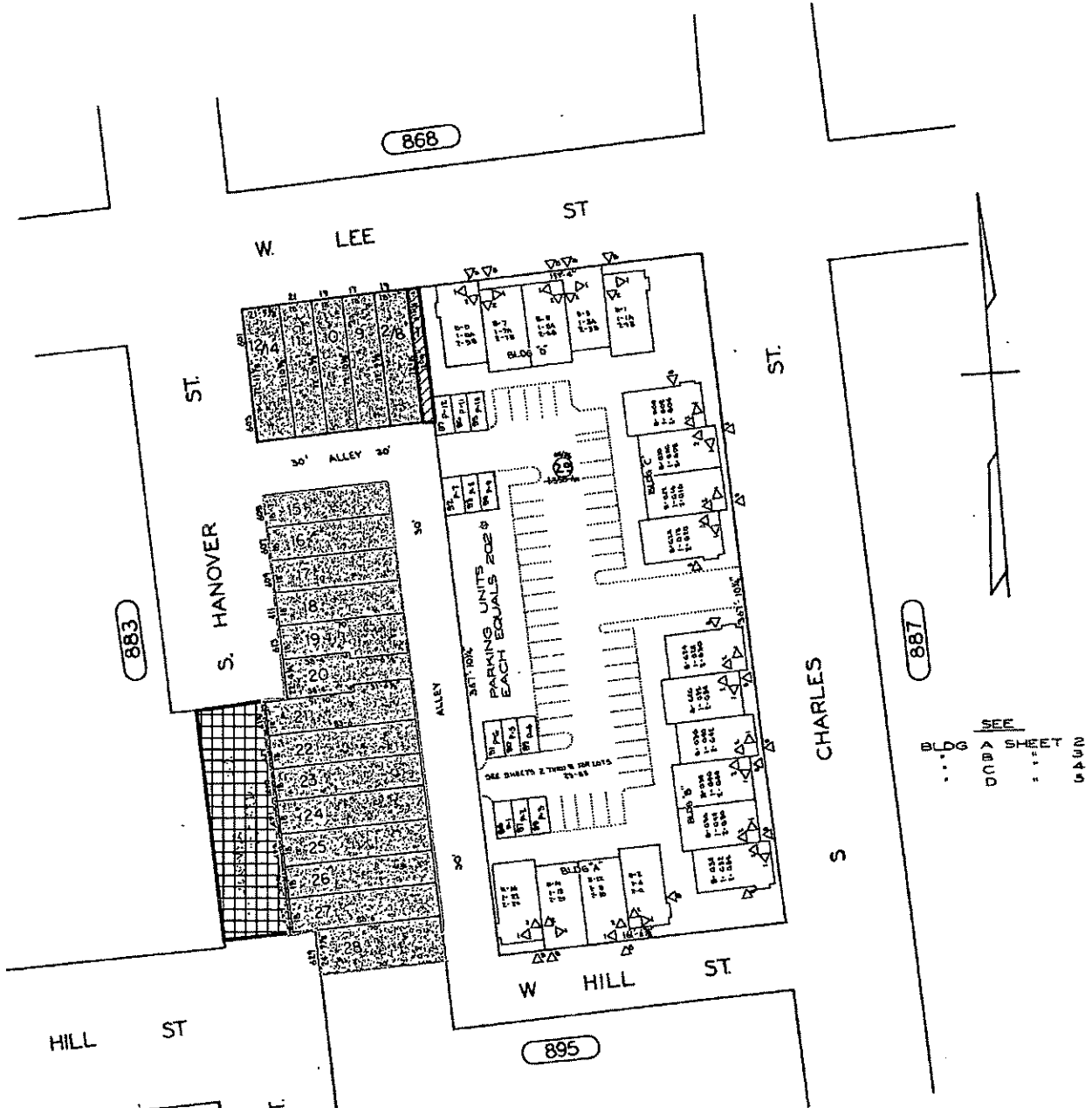
FOR OLD CONDITIONS
 SEE SHEETS 1-5



BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0082, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

REVISIONS

BLK REVISED & COND'D C.S.H. 81-106-117
 LOT 25 HO NO CHANGED PER PLS. C-SH 81-204
 LOT 25 DIV PER DEED C.S.H. 81-42-412



-  HWTA OWNERS
-  HWTA
-  CITY

TRACKED BY.....RME
 LETTERED BY.....P.M.FORD
 CHECKED BY.....

NOTICE
 THIS IS A REAL PROPERTY PLAT AS PROVIDED FOR UNDER ARTICLE 76(g) OF THE CITY CHARTER IT IS COMPILED FROM TITLE AND OTHER SOURCES AND IS NOT AN AUTHENTIC SURVEY.

SHEETS IN SET 5
 SHEET NO 1

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 PROPERTY LOCATION DIVISION
 WARD 22 SECTION 1
 BLOCK 885
 SCALE 1/8" = 1'-0" DATE SEPT 1980

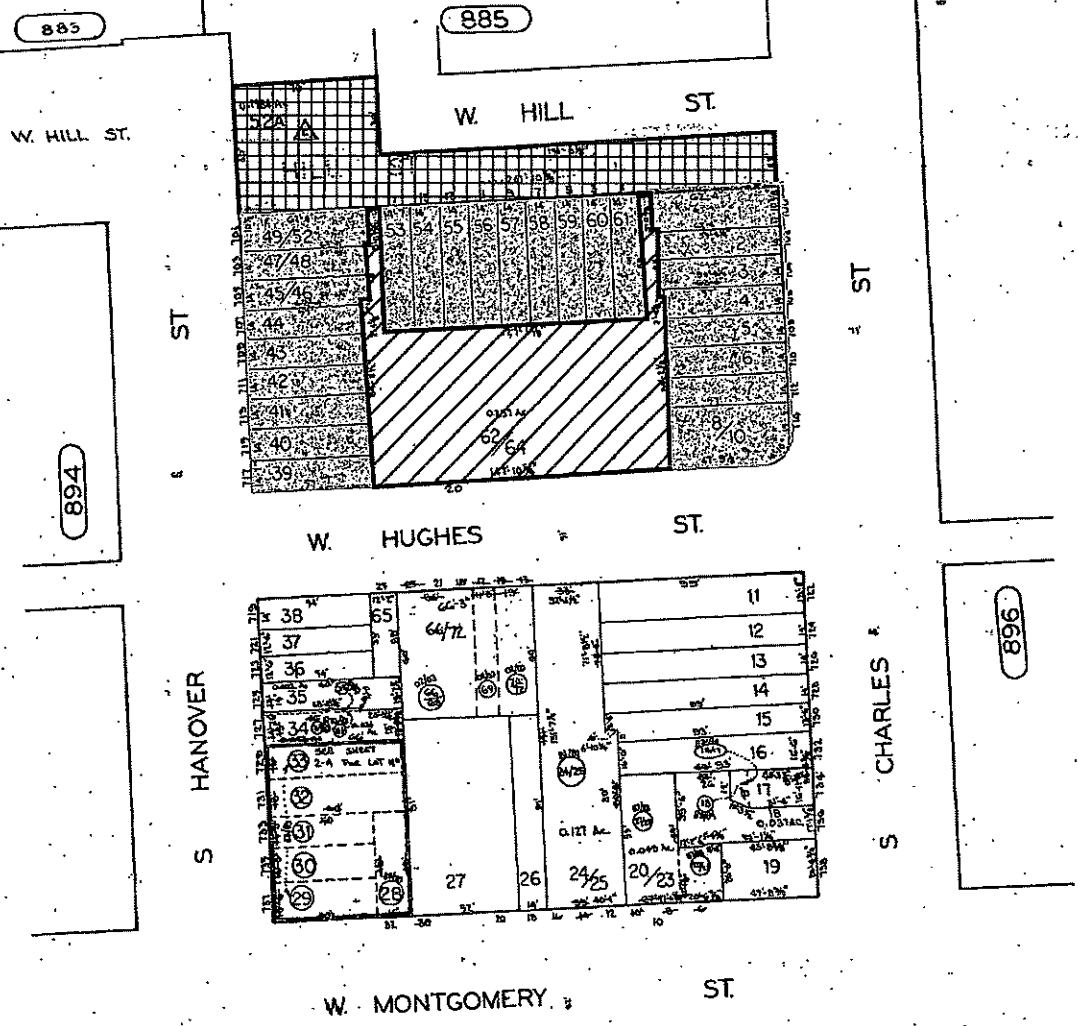
BLDG SEE
 DATA SHEET
 UPON

FOR OLD CONDITIONS SEE DRAWING 885

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0083, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

REVISIONS

BLOCK REDRAWN C.S.H. 80-571-576
 LOT 33, 43/44, 47/47 - DIM CHANGED & LOT 67A CONS'D WITH BLK C.S.H. 81-116
 LOT 24/25 DIM CHANGED PER DEED C.S.H. 82-275
 LOTS 84 & 85 DIV & CONS'D PER DEED C.S.H. 83-415
 LOT 84 AM CHANGED PER DEED C.S.H. 84-041
 LOTS 16, 17 518 PER DEED & SUB-DIV C.S.H. 84-607
 LOTS 27/28 & 29 CONS'D PER DEED C.S.H. 85-120
 LOTS 27 & 28-85 LAY CHANGED & LOTS CONS'D PER DEED C.S.H. 85-225 & 822
 LOTS 66/68, 69 & 70/72 CONS'D PER O.G. C.S.H. 03-203



△ CLOSED BY ORD. 835 DTD 6/12/70
 SEE 305-A-2c

-  HWTA OWNERS
-  HWTA
-  CITY

TRACED BY...
 LETTERED BY...
 CHECKED BY...

NOTICE
 THIS IS A REAL PROPERTY PLAT AS PROVIDED FOR UNDER ARTICLE 76(d) OF THE CITY CHARTER IT IS COMPILED FROM TITLE AND OTHER SOURCES AND IS NOT AN AUTHENTIC SURVEY.

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 PROPERTY LOCATION DIVISION
 WARD **22** SECTION **9**
 BLOCK **895**
 SCALE 1"=50'-0" DATE MAY 1990

SHEETS IN SET 4
 SHEET N° 1

904

EXHIBIT 4

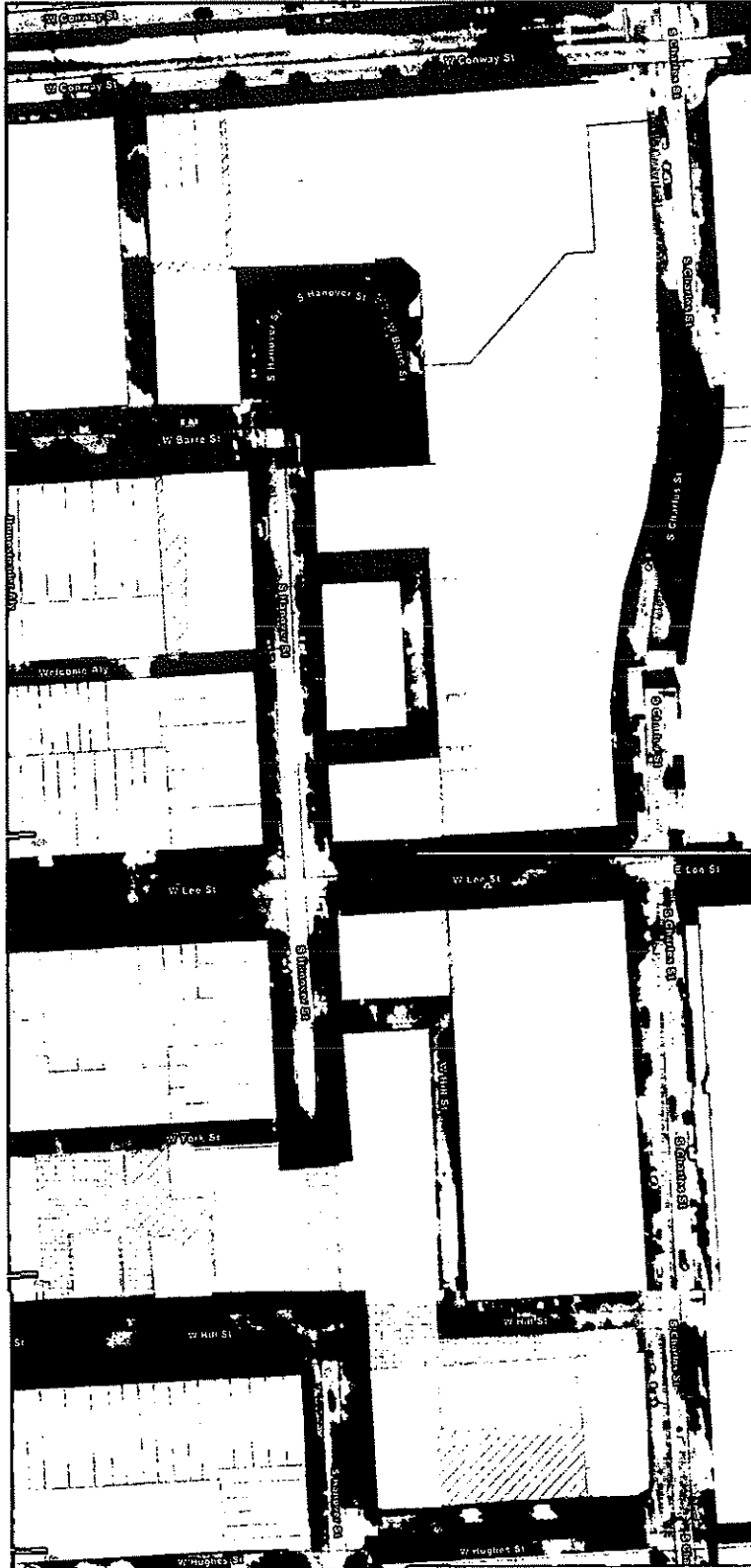
**HARBOR WALK TOWNHOUSE
MAPS**




INFORMATIONAL PURPOSES

Exhibit 4

HARBOR WALK TOWNHOUSE ASSOCIATION

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0085, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

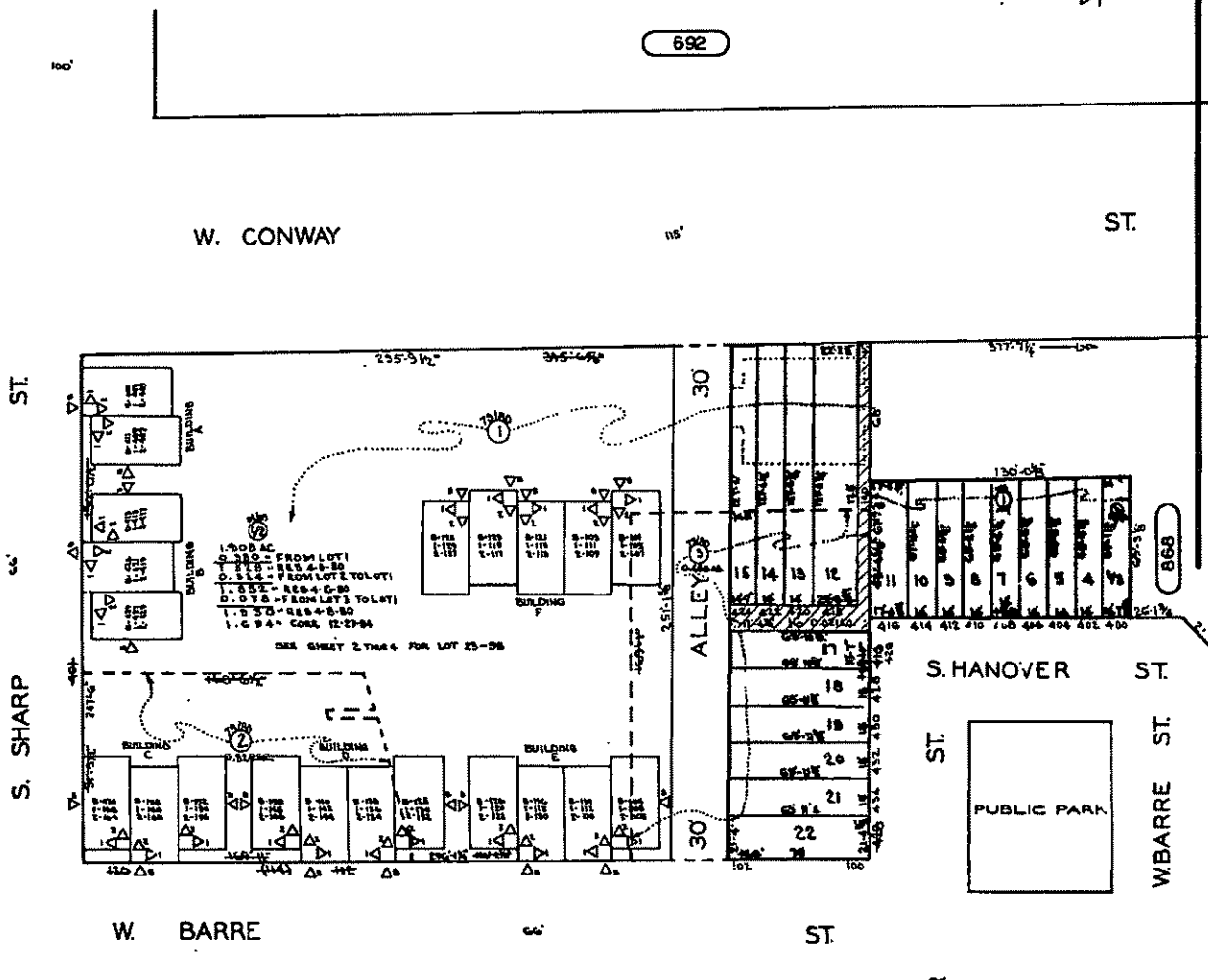


-  HWTA OWNERS
-  HWTA
-  CITY

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0086, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

REVISIONS

PLAT REVISED PER D.P. AND P.L.S. CH. 54, 79-082-79-084
 BLOCK REVISED PER D.P. AND P.L.S. CH. 54, 79-082-79-084
 LOT 12 ALIAS CHANGED & ADDRESS 2311 89-221
 LOT 12 DIM. PER. DEED & LOT 8 CHANGED C.S.A. 05-257-714
 Lots 23 THRU 25- UNIT 16 ADDED PER P.L.S. & DEED C.S.A. 06-116-102






△ 0, 1, 2, 3 DNOTE HOME NUMBERS

874

FOR OLD CONDITIONS
SEE SHEET NO. 2

SHEETS IN SET 4
SHEET N° 1

-  HWTA OWNERS
-  HWTA
-  CITY

TRACED BY: *[Signature]*
 LETTERED BY: *[Signature]*
 CHECKED BY:

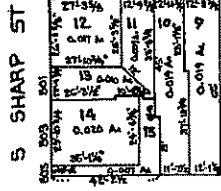
NOTICE
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 FOR UNDER ARTICLE 76(d) OF THE CITY CHARTER
 IT IS COMPILED FROM TITLE AND OTHER
 SOURCES AND IS NOT AN AUTHENTIC SURVEY.

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 PROPERTY LOCATION DIVISION
 WARD 22 SECTION 2
 BLOCK 867
 SCALE: 1"=50' DATE: JANUARY 11, 2021

REVISIONS

BLK REVISED PER D.P. 340-DIV 4 DEED C.S.H. 78-216-78-217
 LOTS 3 & 4 PER DEED P.L.S. C.S.H. 70-111
 LOTS 51 & 52 PER DEED, APP & SUB-DIV. CAN. 80-471
 LOT 72 HAND CH. PER D.P. C.S.H. 81-115
 LOT 20, 22, 43, 44, 56 DIV CHANGED PER D.P. C.S.H. BY 258
 LOTS 4, 41 & 43 DIV CHANGED PER DEEDS C.S.H. 81-427
 LOT 8 IN NO. CHANGED C.S.H. 81-224
 LOT 8 HAND CH. CHANGED PER P.S. C.S.H. BY 480
 LOT 7 LOT 10 CHANGED & LOT 8 DIV PER DEEDS CAN 85-447 THE 440
 LOT 20 DIV. PER DEED C.S.H. 87-345
 LOT 20 A COR. PER P.L.S. C.S.H. 87-345
 LOTS 9 THRU 15 BIZE CORR. C.S.H. 04-027
 LOT 64 DIV. PER DEED & CONDO PLAT C.S.H. 06-328

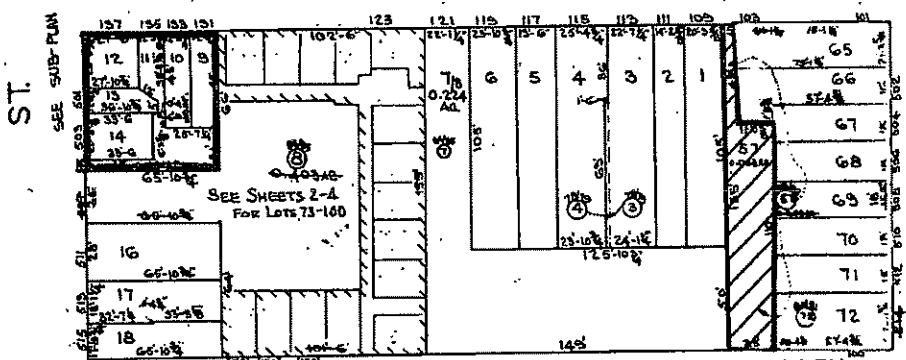
W. BARRE ST



SUB-PLAN
1" = 100'-0"

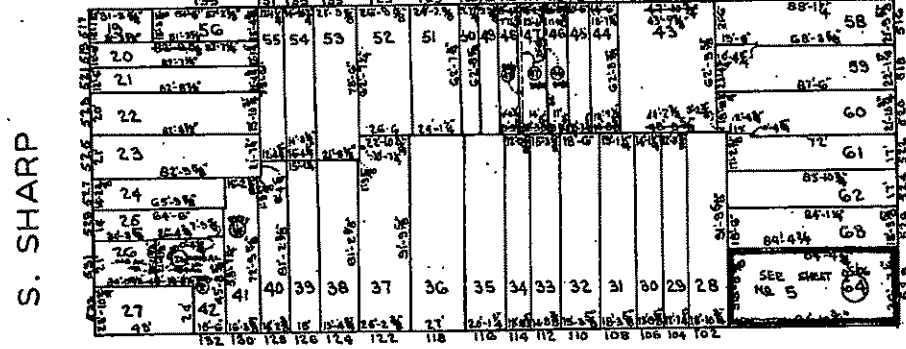
867

W. BARRE ST



SEE SHEETS 2-A
FOR LOTS 73-160

WELCOME ALLEY



W. LEE ST

873

S. SHARP


ST.

S. HANOVER

875

883

SHEETS IN SET 5
SHEET NO 1

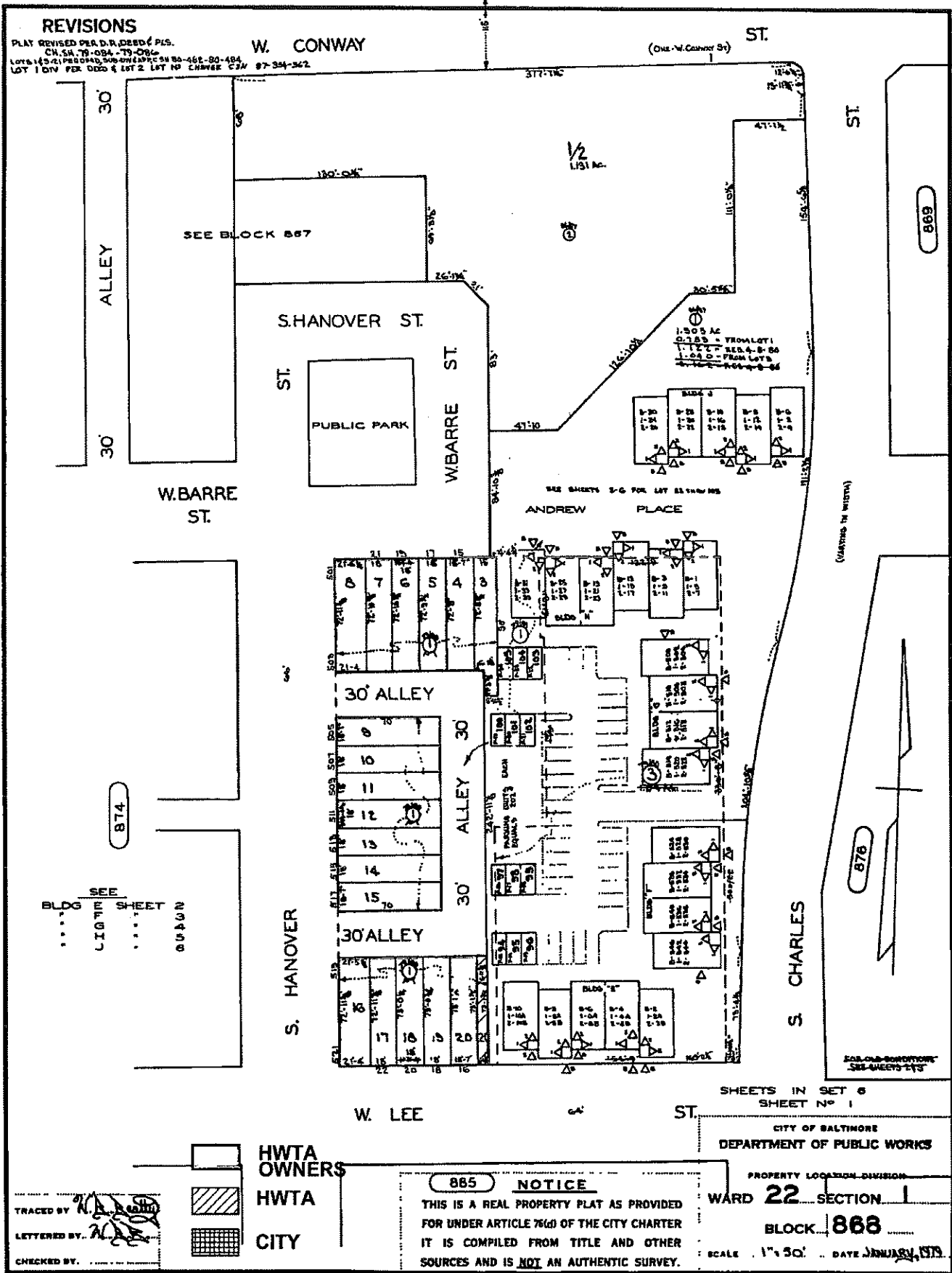
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-  HWTA
-  CITY

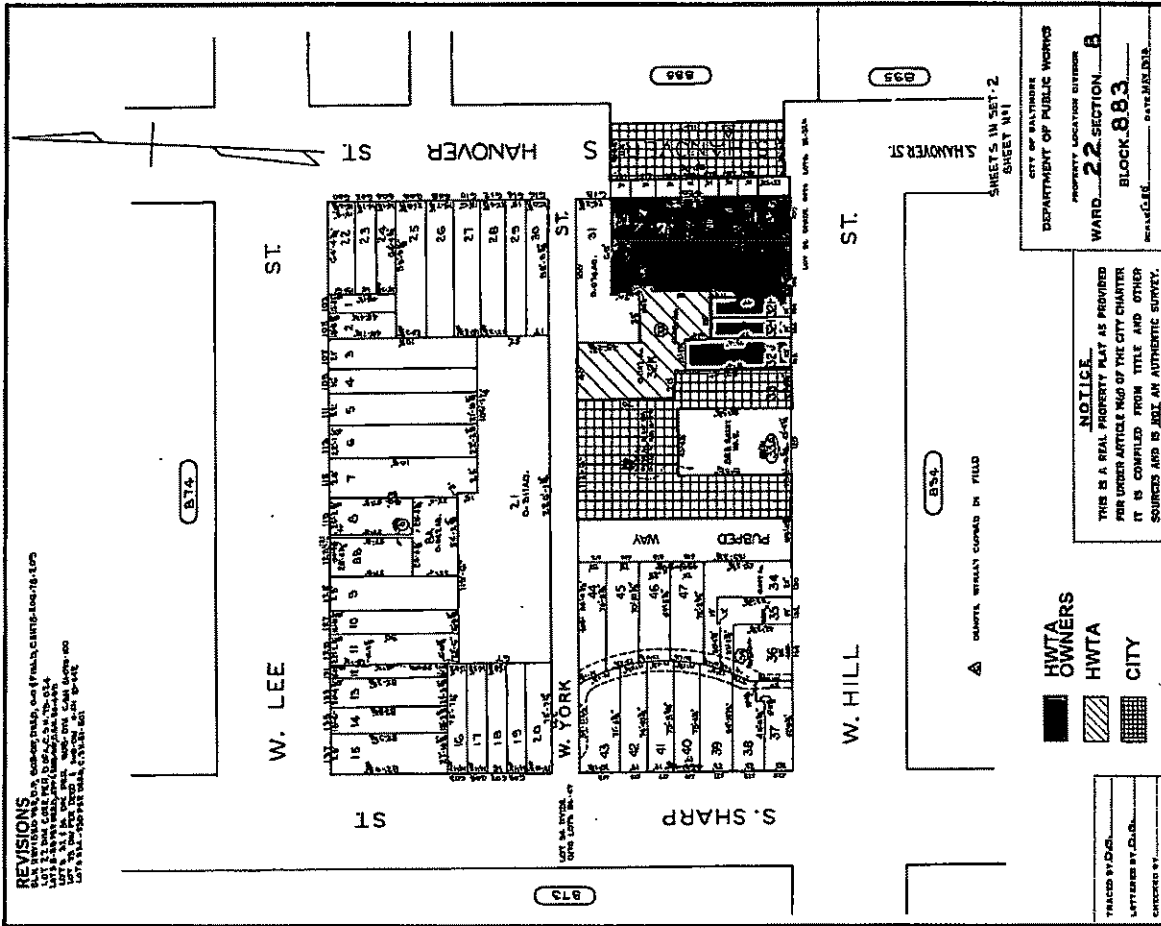
NOTICE
 THIS IS A REAL PROPERTY PLAT AS PROVIDED
 FOR UNDER ARTICLE 78(d) OF THE CITY CHARTER
 IT IS COMPILED FROM TITLE AND OTHER
 SOURCES AND IS NOT AN AUTHENTIC SURVEY.

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 PROPERTY LOCATION DIVISION
 WARD **22** SECTION **8**
 BLOCK **874**
 SCALE: 1" = 50' DATE: APRIL 1978

TRACED BY D.G.
 LETTERED BY D.G.
 CHECKED BY

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0088, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.





REVISIONS
 SEE REVISIONS ON SHEETS 89A, 89B, 89C, 89D, 89E, 89F, 89G, 89H, 89I, 89J, 89K, 89L, 89M, 89N, 89O, 89P, 89Q, 89R, 89S, 89T, 89U, 89V, 89W, 89X, 89Y, 89Z, 89AA, 89AB, 89AC, 89AD, 89AE, 89AF, 89AG, 89AH, 89AI, 89AJ, 89AK, 89AL, 89AM, 89AN, 89AO, 89AP, 89AQ, 89AR, 89AS, 89AT, 89AU, 89AV, 89AW, 89AX, 89AY, 89AZ, 89BA, 89BB, 89BC, 89BD, 89BE, 89BF, 89BG, 89BH, 89BI, 89BJ, 89BK, 89BL, 89BM, 89BN, 89BO, 89BP, 89BQ, 89BR, 89BS, 89BT, 89BU, 89BV, 89BW, 89BX, 89BY, 89BZ, 89CA, 89CB, 89CC, 89CD, 89CE, 89CF, 89CG, 89CH, 89CI, 89CJ, 89CK, 89CL, 89CM, 89CN, 89CO, 89CP, 89CQ, 89CR, 89CS, 89CT, 89CU, 89CV, 89CW, 89CX, 89CY, 89CZ, 89DA, 89DB, 89DC, 89DD, 89DE, 89DF, 89DG, 89DH, 89DI, 89DJ, 89DK, 89DL, 89DM, 89DN, 89DO, 89DP, 89DQ, 89DR, 89DS, 89DT, 89DU, 89DV, 89DW, 89DX, 89DY, 89DZ, 89EA, 89EB, 89EC, 89ED, 89EE, 89EF, 89EG, 89EH, 89EI, 89EJ, 89EK, 89EL, 89EM, 89EN, 89EO, 89EP, 89EQ, 89ER, 89ES, 89ET, 89EU, 89EV, 89EW, 89EX, 89EY, 89EZ, 89FA, 89FB, 89FC, 89FD, 89FE, 89FF, 89FG, 89FH, 89FI, 89FJ, 89FK, 89FL, 89FM, 89FN, 89FO, 89FP, 89FQ, 89FR, 89FS, 89FT, 89FU, 89FV, 89FW, 89FX, 89FY, 89FZ, 89GA, 89GB, 89GC, 89GD, 89GE, 89GF, 89GG, 89GH, 89GI, 89GJ, 89GK, 89GL, 89GM, 89GN, 89GO, 89GP, 89GQ, 89GR, 89GS, 89GT, 89GU, 89GV, 89GW, 89GX, 89GY, 89GZ, 89HA, 89HB, 89HC, 89HD, 89HE, 89HF, 89HG, 89HH, 89HI, 89HJ, 89HK, 89HL, 89HM, 89HN, 89HO, 89HP, 89HQ, 89HR, 89HS, 89HT, 89HU, 89HV, 89HW, 89HX, 89HY, 89HZ, 89IA, 89IB, 89IC, 89ID, 89IE, 89IF, 89IG, 89IH, 89II, 89IJ, 89IK, 89IL, 89IM, 89IN, 89IO, 89IP, 89IQ, 89IR, 89IS, 89IT, 89IU, 89IV, 89IW, 89IX, 89IY, 89IZ, 89JA, 89JB, 89JC, 89JD, 89JE, 89JF, 89JG, 89JH, 89JI, 89JJ, 89JK, 89JL, 89JM, 89JN, 89JO, 89JP, 89JQ, 89JR, 89JS, 89JT, 89JU, 89JV, 89JW, 89JX, 89JY, 89JZ, 89KA, 89KB, 89KC, 89KD, 89KE, 89KF, 89KG, 89KH, 89KI, 89KJ, 89KK, 89KL, 89KM, 89KN, 89KO, 89KP, 89KQ, 89KR, 89KS, 89KT, 89KU, 89KV, 89KW, 89KX, 89KY, 89KZ, 89LA, 89LB, 89LC, 89LD, 89LE, 89LF, 89LG, 89LH, 89LI, 89LJ, 89LK, 89LL, 89LM, 89LN, 89LO, 89LP, 89LQ, 89LR, 89LS, 89LT, 89LU, 89LV, 89LW, 89LX, 89LY, 89LZ, 89MA, 89MB, 89MC, 89MD, 89ME, 89MF, 89MG, 89MH, 89MI, 89MJ, 89MK, 89ML, 89MN, 89MO, 89MP, 89MQ, 89MR, 89MS, 89MT, 89MU, 89MV, 89MW, 89MX, 89MY, 89MZ, 89NA, 89NB, 89NC, 89ND, 89NE, 89NF, 89NG, 89NH, 89NI, 89NJ, 89NK, 89NL, 89NM, 89NO, 89NP, 89NQ, 89NR, 89NS, 89NT, 89NU, 89NV, 89NW, 89NX, 89NY, 89NZ, 89OA, 89OB, 89OC, 89OD, 89OE, 89OF, 89OG, 89OH, 89OI, 89OJ, 89OK, 89OL, 89OM, 89ON, 89OO, 89OP, 89OQ, 89OR, 89OS, 89OT, 89OU, 89OV, 89OW, 89OX, 89OY, 89OZ, 89PA, 89PB, 89PC, 89PD, 89PE, 89PF, 89PG, 89PH, 89PI, 89PJ, 89PK, 89PL, 89PM, 89PN, 89PO, 89PP, 89PQ, 89PR, 89PS, 89PT, 89PU, 89PV, 89PW, 89PX, 89PY, 89PZ, 89QA, 89QB, 89QC, 89QD, 89QE, 89QF, 89QG, 89QH, 89QI, 89QJ, 89QK, 89QL, 89QM, 89QN, 89QO, 89QP, 89QQ, 89QR, 89QS, 89QT, 89QU, 89QV, 89QW, 89QX, 89QY, 89QZ, 89RA, 89RB, 89RC, 89RD, 89RE, 89RF, 89RG, 89RH, 89RI, 89RJ, 89RK, 89RL, 89RM, 89RN, 89RO, 89RP, 89RQ, 89RR, 89RS, 89RT, 89RU, 89RV, 89RW, 89RX, 89RY, 89RZ, 89SA, 89SB, 89SC, 89SD, 89SE, 89SF, 89SG, 89SH, 89SI, 89SJ, 89SK, 89SL, 89SM, 89SN, 89SO, 89SP, 89SQ, 89SR, 89SS, 89ST, 89SU, 89SV, 89SW, 89SX, 89SY, 89SZ, 89TA, 89TB, 89TC, 89TD, 89TE, 89TF, 89TG, 89TH, 89TI, 89TJ, 89TK, 89TL, 89TM, 89TN, 89TO, 89TP, 89TQ, 89TR, 89TS, 89TT, 89TU, 89TV, 89TW, 89TX, 89TY, 89TZ, 89UA, 89UB, 89UC, 89UD, 89UE, 89UF, 89UG, 89UH, 89UI, 89UJ, 89UK, 89UL, 89UM, 89UN, 89UO, 89UP, 89UQ, 89UR, 89US, 89UT, 89UU, 89UV, 89UW, 89UX, 89UY, 89UZ, 89VA, 89VB, 89VC, 89VD, 89VE, 89VF, 89VG, 89VH, 89VI, 89VJ, 89VK, 89VL, 89VM, 89VN, 89VO, 89VP, 89VQ, 89VR, 89VS, 89VT, 89VU, 89VV, 89VW, 89VX, 89VY, 89VZ, 89WA, 89WB, 89WC, 89WD, 89WE, 89WF, 89WG, 89WH, 89WI, 89WJ, 89WK, 89WL, 89WM, 89WN, 89WO, 89WP, 89WQ, 89WR, 89WS, 89WT, 89WU, 89WV, 89WW, 89WX, 89WY, 89WZ, 89XA, 89XB, 89XC, 89XD, 89XE, 89XF, 89XG, 89XH, 89XI, 89XJ, 89XK, 89XL, 89XM, 89XN, 89XO, 89XP, 89XQ, 89XR, 89XS, 89XT, 89XU, 89XV, 89XW, 89XX, 89XY, 89XZ, 89YA, 89YB, 89YC, 89YD, 89YE, 89YF, 89YG, 89YH, 89YI, 89YJ, 89YK, 89YL, 89YM, 89YN, 89YO, 89YP, 89YQ, 89YR, 89YS, 89YT, 89YU, 89YV, 89YW, 89YX, 89YY, 89YZ, 89ZA, 89ZB, 89ZC, 89ZD, 89ZE, 89ZF, 89ZG, 89ZH, 89ZI, 89ZJ, 89ZK, 89ZL, 89ZM, 89ZN, 89ZO, 89ZP, 89ZQ, 89ZR, 89ZS, 89ZT, 89ZU, 89ZV, 89ZW, 89ZX, 89ZY, 89ZZ.

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 PROPERTY LOCATION DISTRICT
 WARD 22, SECTION A
 BLOCK 883
 REVISED BY DATE

NOTICE
 THIS IS A REAL PROPERTY PLAT AS PROVIDED
 FOR UNDER ARTICLE 166 OF THE CITY CHARTER
 IT IS COMPILED FROM TITLE AND OTHER
 SOURCES AND IS NOT AN AUTHENTIC SURVEY.

HWTA OWNERS
 HWTA
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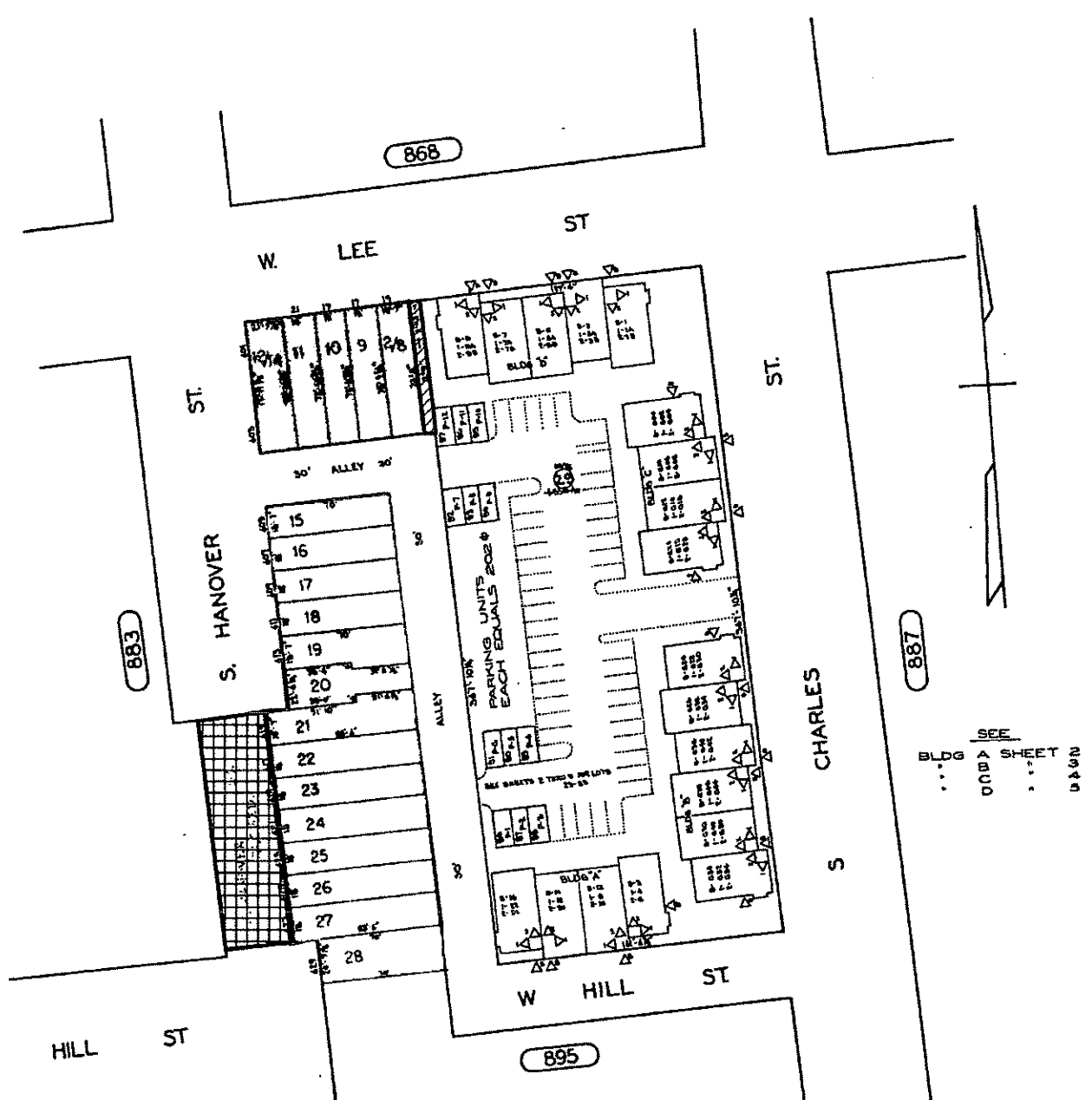
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BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0090, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

REVISIONS

BLK REVISED & CONS'D C.S.M.S 21-106-117
 LOT 20 NO NO CHANGED PER P.L.S. C-94 21-204
 LOT 25 DIV PER DEED C.S.M. 26-46-472



-  HWTA OWNERS
-  HWTA
-  CITY

TRACED BY... RME
 LETTERED BY... R.M. RRD
 CHECKED BY...

NOTICE
 THIS IS A REAL PROPERTY PLAT AS PROVIDED FOR UNDER ARTICLE 76(d) OF THE CITY CHARTER IT IS COMPILED FROM TITLE AND OTHER SOURCES AND IS NOT AN AUTHENTIC SURVEY.

SHEETS IN SET 5
 SHEET NO 1

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 PROPERTY LOCATION DIVISION
 WARD **22** SECTION **1**
 BLOCK **885**
 SCALE 1" = 40'-0" DATE SEPT 1980

SEE
 BLDG
 ONDA SHEET
 DAWN

FOR OLD CONDITIONS SEE SHEETS 845

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0091, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

REVISIONS

BLOCK REDRAWN C.S.H. 80-971-574
 LOT 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 DIM CHANGED & LOT 52A CONS'D WITH BLK C.S.H. 81-116
 LOT 24, 25 DIM CHANGED PER DEED C.S.H. 82-276
 LOTS 84, 85 DIV' & CONS'D PER DEED C.S.H. 82-415
 LOT 24 AREA CORRECTED PER DEED C.S.H. 82-276
 LOTS 16, 17, 18 PER DEED C.S.H. 81-116
 LOTS 20, 21, 22, 23 CORRECTED PER DEED C.S.H. 82-276
 LOTS 21 & 22-53 LOT CHANGED & LOTS CONS'D PER DEED C.S.H. 82-276
 LOTS 66/68, 69 & 70/72 CONS'D PER D.O. C.S.H. 03-203

883

885

W. HILL ST.

W. HILL ST.

894

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W. HUGHES ST.

ST.

ST

S CHARLES ST




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W. MONTGOMERY ST.

904

SHEETS IN SET 4
 SHEET NO 1

▲ CLOSED BY ORD. 836 DTD 6/12/70
 SEE 305-A-2C

-  HWTA OWNERS
-  HWTA
-  CITY

TRACED BY: PKP
 LETTERED BY: RA FORD
 CHECKED BY: _____

NOTICE
 THIS IS A REAL PROPERTY PLAT AS PROVIDED FOR UNDER ARTICLE 76(d) OF THE CITY CHARTER. IT IS COMPILED FROM TITLE AND OTHER SOURCES AND IS NOT AN AUTHENTIC SURVEY.

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 PROPERTY LOCATION DIVISION
 WARD 22 SECTION 9
 BLOCK 895
 SCALE: 1"=50'-0" DATE: MAY 1980

EXHIBIT 5

HARBOR WALK TOWNHOUSE CONFIRMATORY EASEMENT AGREEMENT

INFORMATIONAL PURPOSES

Note: This Confirmatory Easement Agreement, recorded among the Land Records of Baltimore City on or about December 2015 in Book 17737, pages 147 *et seq.* has not been changed in any way and is being re-recorded with the Amended and Restated Declaration Harbor Walk Townhouse Association for informational purposes only.

Exhibit 5

AFTER RECORDING PLEASE RETURN TO:

Harbor Walk Townhouse Association, Inc.
P.O. Box 13262
Baltimore, Maryland
Attn: Amy McClain

Sopher, Adler & Gibson, P.A.
1500 Whetstone Way
Suite T-100
Baltimore, Maryland 21230
File No. 1913

CITY OF BALTIMORE RECORDATION TAX
EXEMPT DOCUMENT
REVENUE COLLECTIONS
DEPARTMENT OF FINANCE

CONFIRMATORY EASEMENT AGREEMENT

[Signature] 12/17/2015
Recordation Clerk Date

THIS CONFIRMATORY EASEMENT AGREEMENT (this "Agreement") made this 11th day of December, 2015 by and between **MARY E. DAVIDSON, JEFFREY B. WILLIAMS, RICHARD L. GORMAN, MARY B. GORMAN, AND EDWARD D. VEST**, parties of the first part, (each a "Grantor" and collectively, the "Grantors"); and **HARBOR WALK TOWNHOUSE ASSOCIATION, INC.**, party of the second part, (the "Grantee" and sometimes referred to herein as the "Association").

EXPLANATORY STATEMENT

A. Grantors, by virtue of those Deeds listed on the attached Exhibit A, are the fee simple owners of the properties known and designated as Lots 2 thru 5 (inclusive), as shown and designated on the plat entitled "FINAL SUBDIVISION LOT 11 INNER HARBOR WEST PROJECT" which plat is recorded among the Land Records of Baltimore City, Maryland in Plat Book WA No. 2679 (the "Plat") and which properties are more commonly known as 418, 420, 422, and 424 South Hanover Street, Baltimore City, Maryland (collectively, the "Properties").

B. The Properties are part of the residential subdivision shown on the Plat and commonly known and referred to as the Otterbein (the "Subdivision"), which said Subdivision is managed and governed by the Association by virtue of a Declaration by Harbor Walk Associates Joint Venture dated March 14, 1980 and recorded among the Land Records of Baltimore City, Maryland in Liber WA 3940, folio 759, as amended by a Supplemental Declaration by the aforesaid party dated October 17, 1980 and recorded among the aforesaid Land Records in Liber WA 3967, folio 311, as amended and confirmed by a Confirmatory Supplemental Declaration by the aforesaid party dated June 9, 1981 and recorded among the aforesaid Land Records in Liber CWM Jr. 4063, folio 658 (collectively, the "Declaration").

C. The Properties, by virtue of the Plat, are subject to a vehicular easement, as shown and designated thereon as a "68 FT. Service, Utility & Vehicular Easement" and has been used as a common driveway and parking area since the Properties were initially constructed (the "Easement") being shown as the hatch marked area on the attached Exhibit B (the "Easement Area").

D. From the onset of the Subdivision and simultaneous creation of the Easement, the Easement Area has been controlled by the Association, and used for providing reserved off-street parking for Owners (as defined in the Declaration) of certain lots within the Subdivision and further listed on the attached Exhibit C (the "Benefited Lots").

TRANSFER TAX EXEMPT
Director of Finance
PER *[Signature]*
Authorized Signature

DEC 17 2015

E121399
thru
E121411

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0093, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

BALTIMORE CITY CIRCUIT COURT (Land Records) LGA 17737, p. 0147, MSA_CE164_26894. Date available 12/23/2015. Printed 12/29/2015.

LIBER 17737 PAGE 147

LIBER 17737 PAGE 148

E. By executing this Agreement, the Grantors and Grantee now desire to confirm the scope and purpose of the Easement and further set forth the obligations of the parties hereunder.

NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00), the foregoing Explanatory Statement, which is deemed a substantive part hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantors hereby confirm the existence of the Easement, which is a perpetual easement over those portions of the Grantors' respective Properties within the Easement Area (as shown on Exhibit B) for the use by the Grantee, its successors and assigns (i) to provide vehicular off-street parking to the Owners of the Benefited Lots and other Owners within the Subdivision (as determined by the Association) and (ii) to provide said Owners with ingress, egress, and access by and through the Easement Area in connection with said parking.

2. Grantee for itself and its successors and assigns hereby indemnifies and holds harmless Grantors, their personal representatives and assigns, for all claims, injuries, damages, costs, and liabilities arising out of, or which may occur, in connection with the continuation of the Easement and the use thereof.

3. Grantee shall continue to maintain the Easement Area in good order and condition. Any and all costs incurred for the maintenance, repair, and upkeep of the Easement Area shall continue to be the sole responsibility of the Grantee.

4. The benefit and burden of the rights, duties and obligations confirmed herein shall run with and bind upon title to the Properties.

5. Grantors and Grantee agree to execute any and all other necessary documents and take such further and additional actions as may be requisite to further confirm the promises and agreements previously made and confirmed herein.

[Signatures appear on the following page]

LIBER 17737 PAGE 149

IN WITNESS WHEREOF, this Easement has been duly executed as of the day and year first above written.

WITNESS:

[Handwritten signature]

Mary E Davidson {Seal}
Mary E. Davidson

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

I HEREBY CERTIFY, that on this 12th day of September, 2015, before me, the subscriber, a Notary Public of the State of Maryland, County/City of Baltimore, personally appeared Mary E. Davidson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Confirmatory Easement Agreement to be her act, and in my presence signed and sealed the same.

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

Connie Purdy
Notary Public

My Commission Expires: 7.25.2018

[signatures continue on the following page]



BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0095, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

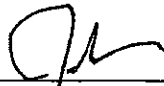
BALTIMORE CITY CIRCUIT COURT (Land Records) LGA 17737, p. 0149, MSA_CE164_26894. Date available 12/23/2015. Printed 12/29/2015.

LIBER 17737 PAGE 150

IN WITNESS WHEREOF, this Easement has been duly executed as of the day and year first above written.

WITNESS:





_____ {Seal}
Jeffrey B. Williams

STATE OF MARYLAND, COUNTY/CITY OF Prince George's, to wit:

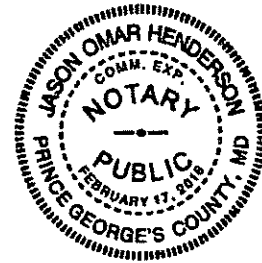
I HEREBY CERTIFY, that on this 14th day of August, 2015, before me, the subscriber, a Notary Public of the State of Maryland, County/City of Prince George's, personally appeared Jeffrey B. Williams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Confirmatory Easement Agreement to be his act, and in my presence signed and sealed the same.

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


_____ Notary Public

My Commission Expires: 02/17/2016

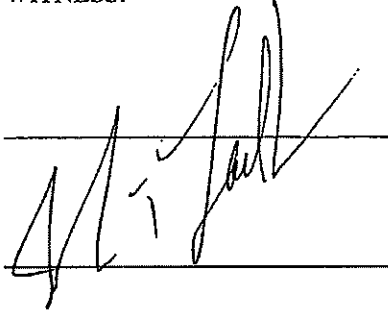
[signatures continue on the following page]

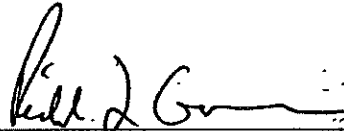
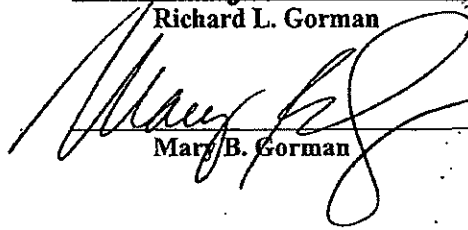


LIBER 17737 PAGE 151

IN WITNESS WHEREOF, this Easement has been duly executed as of the day and year first above written.

WITNESS:



 {Seal}
Richard L. Gorman
 {Seal}
Mary B. Gorman

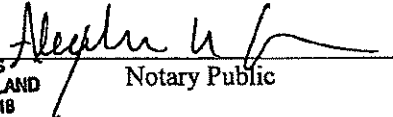
STATE OF MARYLAND, COUNTY/CITY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 11th day of November, 2015, before me, the subscriber, a Notary Public of the State of Maryland, County/City of Baltimore personally appeared Richard L. Gorman and Mary B. Gorman, each known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing Confirmatory Easement Agreement to be their act, and in my presence signed and sealed the same.

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

My Commission Expires:

ALEXANDRA W. CHAMBERS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 9, 2018


Notary Public

[signatures continue on the following page]

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0097, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

BALTIMORE CITY CIRCUIT COURT (Land Records) LGA 17737, p. 0151, MSA_CE164_26894. Date available 12/23/2015. Printed 12/29/2015.

LIBER 17737 PAGE 152

IN WITNESS WHEREOF, this Easement has been duly executed as of the day and year first above written.

WITNESS:

[Handwritten signature]

[Handwritten signature] (Seal)
Edward D. Vest

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

I HEREBY CERTIFY, that on this 10th day of September, 2015, before me, the subscriber, a Notary Public of the State of Maryland, County/City of Baltimore, personally appeared Edward D. Vest, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Confirmatory Easement Agreement to be his act, and in my presence signed and sealed the same.

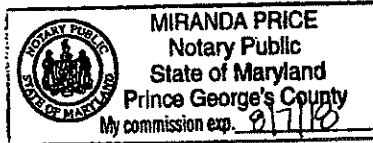
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Handwritten signature]

Notary Public

My Commission Expires: 8/7/18

[signatures continue on the following page]



BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0098, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

BALTIMORE CITY CIRCUIT COURT (Land Records) LGA 17737, p. 0152, MSA_CE164_28894. Date available 12/23/2015. Printed 12/29/2015.

LIBER 17737 PAGE 153

IN WITNESS WHEREOF, this Easement has been duly executed as of the day and year first above written.

WITNESS:

HARBOR WALK TOWNHOUSE ASSOCIATION, INC

Connie Purdy

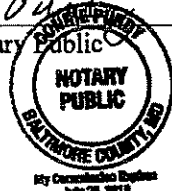
By: John T. Faulkingham {Seal}
John T. Faulkingham, President

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

I HEREBY CERTIFY, that on this 11th day of December, 2015, before me, the subscriber, a Notary Public, personally appeared John T. Faulkingham, President of Harbor Walk Townhouse Association, Inc. and he acknowledges the foregoing to be his act as President on behalf of said Harbor Walk Townhouse Association, Inc. and in my presence signed and sealed the same.

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

My Commission Expires: 7.25.2018

Connie Purdy
Notary Public


THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

Jordan S. Rosen
Jordan S. Rosen, Attorney

[joinders appear on the following page]

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0099; MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

BALTIMORE CITY CIRCUIT COURT (Land Records) LGA 17737, p. 0153; MSA_CE164_26894. Date available 12/23/2015. Printed 12/29/2015.

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0100, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

BALTIMORE CITY CIRCUIT COURT (Land Records) LGA 17737, p. 0154, MSA_CE164_26894. Date available 12/23/2015. Printed 12/29/2015.

JOINER BY LENDER

See Credit Line Deed of Trust dated December 28, 2006 and recorded among the Land Records of Baltimore City, Maryland in Liber FMC 8951, folio 197 from Mary E. Davidson (for the benefit of Citibank, NA). The undersigned Shelley L. Hess, Vice President join herein to assent to the terms and provisions of this Confirmatory Easement Agreement and assent to waive and subordinate the lien of said Deed of Trust to the legal operation and effect of the interest being acquired by Harbor Walk Townhouse Association, Inc. under this Confirmatory Easement Agreement.

WITNESS:

Marilyn Cashman
Marilyn Cashman

Citibank, NA
[Signature] (SEAL)
Name: Shelley L. Hess
Title: Vice President



STATE OF Maryland, CITY/COUNTY OF Washington, to wit: Citibank, NA

I HEREBY CERTIFY, that on this 20th day of October, 2015, before me, the subscriber, a Notary Public, personally appeared Shelley L. Hess, Vice President of Citibank, NA and they acknowledged the foregoing to be his/hers act as Vice President on behalf of said Citibank, NA and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public Deborah A. Crumitt

My Commission Expires: May 5, 2016

{joinder continues on the following page}

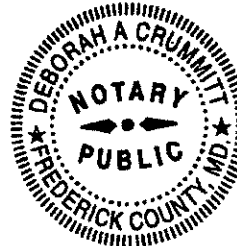


EXHIBIT A

Grantors' Properties

Lot 2

424 S. Hanover Street (Tax ID 22-02-0867-015)

Being the same property conveyed unto **Edward D. Vest** by virtue of Deed from Five Associates LLLP (f/k/a Five Associates Limited Partnership) dated November 30, 2000 and recorded among the Land Records of Baltimore City, Maryland in Liber FMC 941, folio 392.

Lot 3

422 S. Hanover Street (Tax ID 22-02-0867-014)

Being the same property conveyed unto **Richard L. Gorman and Mary B. Gorman** by virtue of Deed from Edward K. Smith dated July 9, 2010 and recorded among the Land Records of Baltimore City, Maryland in Liber FMC 12783, folio 383.

Lot 4

420 S. Hanover Street (Tax ID 22-02-0867-013)

Being the same property conveyed unto **Jeffrey B. Williams** by virtue of Deed from Marie Rogosky dated May 23, 1985 and recorded among the Land Records of Baltimore City, Maryland in Liber SEB 545, folio 166.

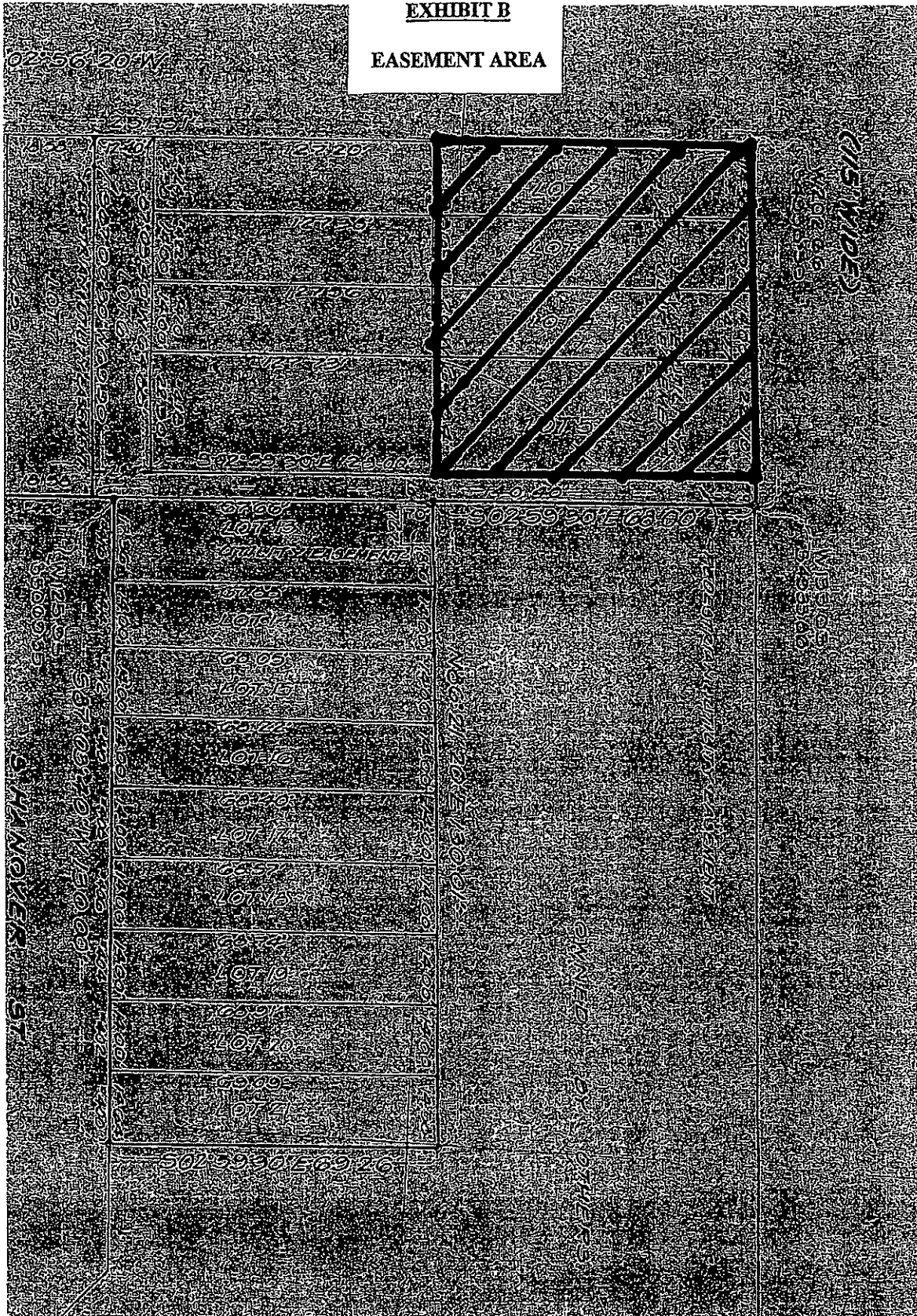
Lot 5

418 S. Hanover Street (Tax ID 22-02-0867-012)

Being the same property conveyed unto **Mary E. Davidson** by virtue of Deed from Ellis H. Goodman and Marcie M. Goodman dated October 12, 1990 and recorded among the Land Records of Baltimore City, Maryland in Liber SEB 2646, folio 97.

867

EXHIBIT B
EASEMENT AREA



LIBER 17737 PAGE 157

EXHIBIT C
BENEFITED LOTS

<u>Lot</u>	<u>Address</u>	<u>Tax ID</u>
2	424 S. Hanover Street	22-02-0867-015
3	422 S. Hanover Street	22-02-0867-014
4	420 S. Hanover Street	22-02-0867-013
5	418 S. Hanover Street	22-02-0867-012
13	416 S. Hanover Street	22-02-0867-011
14	414 S. Hanover Street	22-02-0867-010
15	412 S. Hanover Street	22-02-0867-009
16	410 S. Hanover Street	22-02-0867-008
17	408 S. Hanover Street	22-02-0867-007
18	406 S. Hanover Street	22-02-0867-006
19	404 S. Hanover Street	22-02-0867-005
20	402 S. Hanover Street	22-02-0867-004
21	400 S. Hanover Street	22-02-0867-001

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BALTIMORE CITY CIRCUIT COURT (Land Records) MB 22590, p. 0104, MSA_CE164_31747. Date available 02/03/2021. Printed 02/04/2021.

LR -
 Declaration/Covenant 75.00
 Recording Fee 75.00
 Declarant Name: HARBOR
 WALK TOWNHOUSE ASSOC
 Ref:
 LR - Surcharge 40.00
 Subtotal: 115.00
 Total: 161.50
 01/29/2021 12:51
 CC24-DB
 #14501223 CC0801 -
 Baltimore City
 Mitchell/CC08.01.04 -
 Register 04

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