

NO. 115,076

LIBRA 205 PAGE 202

CONDOMINIUM INSTRUMENTS

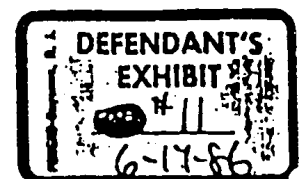
FOR

QUEEN'S LANDING,  
A Condominium

Queen Anne's County, Maryland

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QUEEN ANNE'S COUNTY



**TABLE OF CONTENTS - DECLARATION**

|         |  | Page |
|---------|--|------|
| Article | 1: Defined Terms; Submission                               | 4    |
|         | 1.1 Defined Terms  | 4    |
|         | 1.2 Submission   | 6    |
|         | 1.3 Name   | 6    |
| Article | 2: Buildings On The Land; Unit Boundaries                  | 6    |
|         | 2.1 Location and Dimensions of Buildings                   | 6    |
|         | 2.2 Units  | 7    |
|         | 2.3 Unit Boundaries  | 7    |
|         | 2.4 Maintenance Responsibilities                           | 8    |
|         | 2.5 Relocation of Unit Boundaries and Subdivision of Units | 8    |
| Article | 3: Common Elements   | 9    |
|         | 3.1 Limited Common Elements                                | 8    |
|         | 3.2 Alteration of Common Elements by the Declarant         | 8    |
| Article | 4: Easements   | 8    |
|         | 4.1 Easement to Facilitate Sales; Improvements             | 8    |
|         | 4.2 Easement for Access and Support                        | 9    |
|         | 4.3 Declarant's Right to Grant Easements                   | 9    |
|         | 4.4 Easement for Use of Recreation Facilities              | 9    |
|         | 4.5 Easement to Facilitate Expansion                       | 11   |
|         | 4.6 Cross-Easements  | 11   |
| Article | 5: Amendment To Condominium Instruments; Required Consent  | 11   |
| Article | 6: Right To Lease or Sell Units                            | 12   |
| Article | 7: Transfer Of Special Declarant Rights                    | 12   |
|         | 7.1 Transfer   | 12   |
|         | 7.2 Liability of Transferor                                | 12   |
|         | 7.3 Involuntary Transfer                                   | 13   |
|         | 7.4 Liability of Successor                                 | 13   |
|         | 7.5 Limitation   | 14   |
| Article | 8: Expansion Of The Condominium                            | 14   |
|         | 8.1 Reservation  | 14   |
|         | 8.2 Assurances   | 15   |
| Article | 9: No Obligations  | 15   |
| Article | 10: Termination  | 15   |

LIBRA 205 204

|                                 |                                    |       |
|---------------------------------|------------------------------------|-------|
| EXHIBIT A-1 TO THE DECLARATION; | Description Of The Submitted Land  | 17    |
| EXHIBIT A-2 TO THE DECLARATION; | Description Of The Additional Land | 18    |
| EXHIBIT B TO THE DECLARATION;   | Bylaws                             | 23-60 |
| EXHIBIT C TO THE DECLARATION;   | Common Element Interest Table      |       |
| EXHIBIT D TO THE DECLARATION;   | Plats and Plans                    |       |

## DECLARATION

This Declaration, made this 15<sup>th</sup> day of November, 1983 by LHJ, LTD., a Maryland corporation ("LHJ").

## PRELIMINARY STATEMENT

I. LHJ is the fee simple owner of the land described herein; and

II. LHJ desires to create thereon an expandable condominium on the terms and provisions set forth herein.

ACCORDINGLY, LHJ declares as follows:

## ARTICLE 1

### DEFINED TERMS; SUBMISSION

1.1 Defined Terms. Terms not otherwise defined herein or in the Bylaws attached hereto as Exhibit B, as the same may be amended from time to time ("the Bylaws") or the Plats and Plans attached hereto as Exhibit D shall have the meanings specified in Section 11-101 of Title 11, Real Property Article of the Annotated Code of Maryland. Whenever used herein, the following terms shall have the following meanings:

(a) "Act" means Title 11 of the Real Property Article of the Annotated Code of Maryland, as amended, known as the Maryland Condominium Act.

(b) "Additional Land" means the land described as Additional Land on Exhibit A-2 hereto.

(c) "Board of Directors" or "Board" means the executive organ established pursuant to Article 3 of the Bylaws.

(d) "Common Elements" means all of the Condominium except the units.

(e) "Common Element Interest" means the number assigned to each unit by Exhibit (C) hereto which establishes each unit's undivided interest in the Common Elements, common expenses and common profits and votes in the Council of Unit Owners (as defined below).

(f) "Condominium" means the condominium regime established pursuant to Section 1.2 hereof.

(g) "Condominium Instruments" shall be a collective term referring to the Declaration, Bylaws, and Plats and Plans, recorded pursuant to the Act. Any exhibit, schedule or certification accompanying a Condominium Instrument and recorded simultaneously

therewith shall be deemed an integral part of that Condominium Instrument. Any amendment or certification of any Condominium Instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected Condominium Instrument.

(h) "Council of Unit Owners" or "Council" means the incorporated, non-profit association of all the Unit Owners owning units in the Condominium and shall have the same meaning as "Council of Unit Owners", as defined in the Act.

(i) "Declarant" means LHJ, LTD.

(j) "Declarant Control Period" means the period prior to the date on which units to which fifty percent or more of the Common Element Interests appertain have been conveyed to Unit Owners other than the Declarant.

(k) "Land" means all that certain land located in Queen Anne's County, Maryland described in Exhibit A-1 hereto.

(l) "Limited Common Elements" means those Common Elements identified herein or on the Plats and Plans as reserved for the exclusive use of one or more but less than all of the Unit Owners.

(m) "Majority Vote" means a vote by those Unit Owners owning condominium units to which more than fifty percent of the aggregate Common Element Interest actually voted in person or by proxy at a duly convened meeting at which a quorum is present. Any specified percentage vote of the Unit Owners means a vote by the Unit Owners owning condominium units to which such percentage of Common Element Interests appertain with respect to the total Common Element Interests voting at such meeting. Any specified percentage vote of the Mortgagees means a vote by the Mortgagees of condominium units to which such percentage of the total number of votes appertain.

(n) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding a first mortgage or first deed of trust ("Mortgage") encumbering a condominium unit in the Condominium. For purposes of Article 8 of the Bylaws only, when any right is to be given to a Mortgagee, the Board of Directors shall also give such right to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government

National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying Mortgages if the Board has notice of such participation.

(o) "Officer" means any person holding office pursuant to Article 4 of the Bylaws, but shall not mean members of the Board of Directors unless such directors are also officers pursuant to Article 4 of the Bylaws.

(p) "Plats and Plans" means the documents attached as Exhibit D hereto, as the same may be amended which show the location of the units and the unit boundaries. The Plats and Plans constitute the Condominium Plat, pursuant to section 11-105 of the Act.

(q) "Property" means the Land, together with all, easements, rights, riparian rights and appurtenances thereto and all improvements thereon or to be constructed thereon.

(r) "Special Declarant Rights" means those rights which are reserved to or for the benefit of the Declarant as provided for in the Act and the Condominium Instruments, and shall include, without limitation the following rights: (i) to complete improvements indicated on the Plats and Plans; (ii) to maintain sales offices, management offices, customer service offices, signs advertising the Condominium and models; (iii) the right to make alterations to or subdivisions of units without the consent of the Board of Directors as provided herein and in the Bylaws; (iv) to use easements through the Common Elements for the purpose of making improvements within the Condominium; (v) to appoint or remove any Officer of the Council (as defined below) or director during the Declarant Control Period; and (vi) to add Additional Land.

(s) "Unit Owner" means the person, or combination of persons, who hold legal title to a unit. A mortgagee or a trustee designated under a deed of trust, as such, may not be deemed a Unit Owner.

1.2 Submission. Declarant, the Developer as defined in Section 11-101 (f) of the Act, owner in fee simple of the Land submits the Property to the provisions of the Act and creates with respect to the Property a condominium regime.

1.3 Name. The name of the Condominium is "QUEEN'S LANDING, A CONDOMINIUM".

## ARTICLE 2

### BUILDINGS ON THE LAND; UNIT BOUNDARIES

2.1 Location and Dimensions of Buildings. The location and dimensions of each building to be constructed on the Land are shown on the Plats and Plans.

2.2 Units. (a) Each unit is a three-dimensional space the location and dimensions of which are shown on the Plats and Plans. The Common Element Interest Table attached hereto as Exhibit C is a list of or reference to all units, their identifying numbers, type, number of votes assigned and Common Element Interest appurtenant to each unit.

(b) The Condominium contains seven (7) types of residential units, namely Type A, Type B, Type C, Type D(1), Type D(2), Type E and Type F, and also contains a non-residential Boat Slip Unit to which all of the Boat Slip Limited Common Elements are appurtenant.

2.3 Unit Boundaries. The boundaries of each unit are as follows:

(a) Vertical Perimetric Boundaries: The vertical boundaries of the units shall be the vertical planes located where indicated on the Plats and Plans.

(b) Upper and lower Horizontal Boundaries: Unless specifically shown on the Plats and Plans, the units shall extend indefinitely without upper or lower boundaries. The upper and lower boundaries of those units having such boundaries shall be the following boundaries extended to an intersection with the vertical perimetric boundaries:

(1) Upper Boundary: The upper boundary of each Type D(1) Unit and each Type F Unit shall be the horizontal plane located in the center of that portion of the building bounded by the bottom surface of the ceiling of the Type D(1) or Type F Unit and the top surface of the undecorated floor of the Type D(2) Unit located above it, the elevation of which plane is shown on the Plats and Plans, or amendments thereto.

(2) Lower Boundary: The lower boundary of each Type D(2) Unit shall be that portion of each Type D(2) Unit located above a Type D(1) or Type F Unit and shall be identical to the upper boundary of the Type D(1) or Type F Unit located below it.

(3) The interior staircase leading to each Type D(2) Unit as shown on the Plats and Plans shall be a part of such Type D(2) Unit.

(c) The heating and air-conditioning apparatus serving one unit (whether or not located within the unit boundaries) shall be part of the unit. Any portion of a utility system or other apparatus serving more than one unit (e.g., pipes, conduits, ducts) which is partially within and partially without the unit, is part of the Common Elements. Any portion of a utility system or other apparatus serving only one unit which is outside the unit, is a limited common element appurtenant to that unit. Each unit shall also include the exterior doors, windows and storm windows and awnings, if any appurtenant to that unit.

(d) The roof of each building containing units shall be a Limited Common Element appurtenant to the units located in that building.

2.4 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Council.

2.5 Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between units and subdivisions of units is permitted subject to compliance with the provisions therefor in Section 11-107 (d) of the Act and those of Section 5.7 of the Bylaws.

### ARTICLE 3

#### COMMON ELEMENTS

##### 3.1 Limited Common Elements.

(a) The locations of the Limited Common Elements to which each unit has direct access are shown on the Plats and Plans. A patio, balcony, exterior stair case or fence, if any, shown adjacent to a unit is a limited common element appurtenant to that unit.

(b) A portion of the Common Elements is marked on the Plats and Plans as "Boat Slip Limited Common Elements" and consists of areas reserved for the dockage and storage of boats. The Boat Slip Limited Common Elements are Limited Common Elements appurtenant to the Boat Slip Unit as shown on the Plats and Plans.

3.2. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve defective, obsolete or non-functional portions of the Common Elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

### ARTICLE 4

#### EASEMENTS

In addition to the easements created by sections 11-108 and 11-125 of the Act, the following easements are hereby granted.

4.1. Easement to Facilitate Sales; Improvements. All units and Common Elements shall be subject to the following easement in favor of the Declarant. The Declarant reserves the right to use any units owned or leased by the Declarant as models, management offices, sales offices or customer service officers. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed.



The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on certain common element parking spaces for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all units in the Condominium to Unit Owners other than the Declarant. The Declarant reserves a transferable easement over and on the Common Elements for the purpose of making improvements on the Land pursuant to the provisions of the Condominium Instruments and the Act, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

#### 4.2. Easement for Access and Support.

(a) Access. The Declarant reserves in favor of the Declarant and the managing agent and/or any other person authorized by the Board of Directors the right of access to any unit as provided in Section 11-125 of the Act and Section 5.9 of the Bylaws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period, provided that adequate notice is given, such entry shall be permitted to perform warranty-related work (for the benefit of the unit being entered, other units or the Common Elements) whether or not the Unit Owner consents or is present at the time.

(b) Support. Each unit and Common Element shall have an easement for lateral and subjacent support from every other unit and Common Element as provided in Section 11-125 of the Act.

(c) Ingress and Egress. In those instances where two units share a common horizontal boundary, the upper unit shall have an easement for ingress and egress through and over those portions of the lower unit as shown on the Plats and Plans.

#### 4.3. Declarant's Right to Grant Easements.

The Declarant shall have the right, prior to the termination of the Declarant Control Period, to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities.

#### 4.4. Easement for Use of Recreation Facilities.

(a) Grant of Easement. Each Unit Owner is hereby granted a non-exclusive right and easement of enjoyment in common with others of the amenities and commercial and recreational facilities

constituting a portion of the Common Elements of the Condominium ("Recreation Facilities").

(b) Extent of Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(1) the right of the Council to charge guests reasonable admission and other fees for the use of the Recreation Facilities; and

(2) the right of the Declarant prior to the termination of the Declarant Control Period to grant and reserve easements and rights-of-way through, under, over and across the Recreation Facilities, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities; and

(3) the right of the Council to adopt rules and regulations governing the use of the Recreation Facilities.

(c) Delegation of Use. Any person having the right to use and enjoy the Recreation Facilities may delegate such rights to the members of such person's family, tenants who reside on the Land and to such other persons as may be permitted by the Council.

(d) Boat Ramp/Lavatories/Showers. The owner of the Boat Slip Unit, its designees and invitees shall have the unrestricted right to the use of the boat ramp, showers, changing room and lavatories located within the recreational area adjacent to the Boat Slip Unit without any obligation for the payment of any fee in connection therewith.

(e) Rights to Use. Each person having the right to use the Recreation Facilities and each person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure of a Unit Owner to pay condominium assessments, or upon failure of a tenant to pay rent to the landlord of the unit in which such tenant resides.

(f) Assessments Against Fee Owners and Unit Owners of Other Condominiums. The record owners in fee simple of each portion of what is now the Land or Additional Land on which no condominium regime at the time exists, or the unit owners association of another condominium shall pay to the Council an annual assessment levied exclusively for a proportional share of the costs for the management, operation, repair, replacement and maintenance of the Recreation Facilities and for services and facilities related thereto.

(g) Payment of Actual Expenses. The Declarant, in its sole discretion, may elect to pay the actual monthly expenses of the

Condominium in lieu of levying assessments against the Unit Owners for a period of time determined by the Declarant. Such expenses so paid by the Declarant may be the actual expenses of the Condominium instead of the anticipated expenses as set forth in the operating budget.

Section 4.5. Easement to Facilitate Expansion.

The Declarant reserves a transferable easement over and on the common elements for the purpose of making improvements on the Land and any Additional Land pursuant to the provisions of the Condominium Instruments and the Act, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

Section 4.6. Cross-Easements.

The Condominium and the Additional Land, and every part thereof, are and shall each be subject to and benefitted by easements for ingress and egress to, from and over the Condominium and the Additional Land.

ARTICLE 5

AMENDMENT TO CONDOMINIUM  
INSTRUMENTS; REQUIRED CONSENT

Except to the extent prohibited by the Act, no amendment of the Declaration may be made without the prior written approval of the required percentage of Mortgagees where such approval is required by Section 8.5 of the Bylaws or where such approval is required elsewhere in the Condominium Instruments or by the Act. No amendment shall be made to any Condominium Instrument during the Declarant Control Period without the prior written consent of the Declarant. No amendment to the Condominium Declaration shall diminish or impair the rights of Mortgagees under the Condominium Declaration without the prior written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the Condominium Instruments without the prior written consent of the Declarant. The Declarant reserves the right and power to record a special amendment ("Special Amendment") to the Condominium Instruments at any time and from time to time which amends the Condominium Instruments (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering interests in units, (iii) to bring the Condominium Instruments into compliance with the Act or (iv) to correct clerical or typographical errors in the Condominium Instruments. In furtherance of the foregoing, a power coupled with

an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each unit owner as proxy or attorney-in-fact, as the case may be and such power may be incorporated into the contract of sale between Declarant and prospective purchaser. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote for, make, execute and record Special Amendments. No amendment may modify this Article or the rights of any person hereunder. Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other person, any priority over any rights of Mortgagees.

## ARTICLE 6

### RIGHT TO LEASE OR SELL UNITS

The Declarant shall own in fee simple each condominium unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the units owned by the Declarant for any term, notwithstanding any other provision of the Condominium Instruments. Additionally, the owner of the Boat Slip Unit shall be permitted to charge and collect fees and/or rent in connection with the use of all or any part of the Boat Slip Limited Common Elements.

## ARTICLE 7

### TRANSFER OF SPECIAL DECLARANT RIGHTS

7.1. Transfer The Declarant may transfer Special Declarant Rights created or reserved under the Act or provided for in the Condominium Instruments by an instrument evidencing the transfer recorded in the land records where the Condominium Instruments are recorded. The instrument is not effective unless executed by the transferor and transferee.

7.2. Liability of Transferor. Upon transfer of any Special Declarant Right, the liability of the transferor is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him by the Act. Lack of privity (direct contractual relationship) does not deprive any Unit Owner of standing to bring an action to enforce any obligation of the transferor.

(b) If the successor to any Special Declarant Right is an affiliate of a transferor such transferor is jointly and severally liable with the successor for any obligation or liability of the successor which relates to the Condominium.

(c) If a transferor retains any Special Declarant Rights, but transfers other Special Declarant Rights to a successor who is not an affiliate of the transferor, the transferor is also liable for any obligations and liabilities relating to the retained Special Declarant Rights imposed on a developer by the Act or on the Declarant by the Condominium Instruments arising after the transfer.

(d) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Declarant Right by a successor who is not an affiliate of the transferor.

### 7.3 Involuntary Transfer.

(a) Unless otherwise provided in any mortgage or deed of trust, in case of foreclosure of such mortgage or sale by a trustee under a deed of trust (or deed in lieu of either), or tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings of any units or Additional Land owned by the Declarant or a successor to any Special Declarant Rights, a person acquiring title to all the units or Additional Land being foreclosed or sold, but only upon his request, either succeeds to all Special Declarant Rights related to such units or Additional Land, or succeeds only to any rights reserved in the Condominium Instruments to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer only of the Special Declarant Rights requested.

(b) Upon foreclosure of any mortgage or sale by a trustee under a deed of trust (or deed in lieu of either), or tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings of all units in the Condominium owned by the Declarant or a successor to any Special Declarant Rights: (1) the Declarant or such successor ceases to have any Special Declarant Rights, and (2) the Declarant Control Period as provided for in the Condominium Instruments terminates unless the judgment or instrument conveying title provides for transfer to the grantee under such judgment or instrument of all Special Declarant Rights held by the Declarant or such successor.

7.4 Liability of Successor. The liabilities and obligations of persons who succeed to Special Declarant Rights are as follows:

(a) A successor to any Special Declarant Right who is an affiliate of a transferor is subject to all obligations and liabilities imposed on the transferor by the Act or by the Condominium Instruments.

(b) A successor to any Special Declarant Right, other than a successor described in paragraphs (c) or (d) of this section, who is not an affiliate of a transferor, is subject to all obligations and liabilities imposed by the Act or the Condominium Instruments: (1) on the Declarant which relate to his exercise or non-exercise of Special Declarant Rights; or (2) on the transferor,

other than: (A) misrepresentations by any previous transferor; (B) warranty obligations on improvements made by any previous transferor, or made before the Condominium was created; (C) breach of any fiduciary obligation by any previous transferor or appointees to the Board of Directors; or (D) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(c) A successor to only a right reserved in the Condominium Instruments to maintain models, sales offices, customer service offices and signs, if he is not an affiliate of a transferor may not exercise any other Special Declarant Right, and is not subject to any liability or obligation as a developer, except the obligation to provide a public offering statement and any liability arising as a result thereof.

(d) A successor to all Special Declarant Rights held by the transferor who is not an affiliate of that transferor and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to units under Section 7.3 may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all Special Declarant Rights to any person acquiring title to any unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the transferor to control the Board of Directors in accordance with the provisions of the Act and the Condominium Instruments for the duration of any Declarant Control Period, and any attempted exercise of those rights is void.

7.5 Limitation. Nothing in this Article subjects any successor to a Special Declarant Right to any claims against or other obligations of a transferor other than claims and obligations arising under the Act or the Condominium Instruments.

## ARTICLE 8

### EXPANSION OF THE CONDOMINIUM

#### 8.1. Reservation.

The Declarant hereby explicitly reserves an option until the tenth anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with Section 11-120 of the Act without the consent of any unit owner or Mortgagee. The option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant reserves the right to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation; provided, however, that the Additional Land shall not exceed the area described on Exhibit A-2 hereto. There are no other limitations on the option to expand except as set forth in this Article.

## 8.2. Assurances.

The Declarant makes no assurances as to location of improvements on the Additional Land. At such time as the Condominium is expanded, the maximum number of units on the Additional Land will not exceed four hundred forty six (446). The Declarant makes no assurances as to what improvements may be constructed on the Additional Land. No assurances are made by the Declarant as to the size or type of units that may be created in the future on the Additional Land. The Declarant expressly reserves the right to designate limited common elements on those portions of the Additional Land which are submitted hereto which may be subsequently assigned. The Declarant makes no assurances as to type, size or maximum number of such common elements or limited common elements. The allocation of Common Element Interests in the Additional Land shall be computed on the basis of size. If the Declarant does not add any portion of the Additional Land, the Declarant shall nevertheless have the right to construct all or any portion of any building on the Additional Land and operate the same without restriction. Declarant shall have the right to reallocate the Common Element Interests in accordance with Section 11-120 of the Act.

## ARTICLE 9

### NO OBLIGATIONS

Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build or provide any improvements except to the extent required by the Act.

## ARTICLE 10

### TERMINATION

The Condominium may be terminated only in accordance with the provisions of Section 11-123 of the Act.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed the day and year first above written and to be delivered and recorded as its Act and Deed.

LHJ, LTD.

By: A. John Briscuso  
A. John Briscuso  
Its President

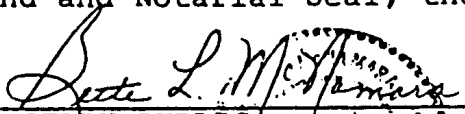

STATE OF: MARYLAND

COUNTY OF: ANNE ARUNDEL

I HEREBY CERTIFY that on this 15 day of .

NOVEMBER, 1983, before me, a Notary Public for the state and county aforesaid, personally appeared A. JOHN BRISCUSO known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the PRESIDENT of LHJ, LTD., a corporation organized and existing under the law of the State of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

  
NOTARY PUBLIC  


My Commission Expires on July 1, 1986.

#### ATTORNEY CERTIFICATION

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

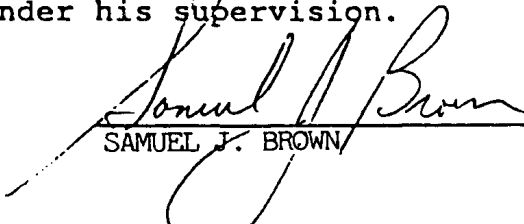
  
SAMUEL J. BROWN



EXHIBIT A-1 TO THE DECLARATION

DESCRIPTION OF THE SUBMITTED LAND

BEGINNING for the same at an iron pipe there found at the beginning of the North 04° 00' 00" East 50.00' line of Parcel No. 1 of the conveyance by Bittorf Ford, Inc. to Southfield Broadcasting Company, Inc. by Deed dated December 27, 1972 and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. 69, folio 607; said Parcel No. 1 being conveyed by Southfield Broadcasting Company, Inc. to Heritage Leasing, Ltd. by Deed dated December 27, 1972 and recorded among the Land Records of Queen Anne's County at Liber C.W.C. 69, folio 615, said beginning point also being at the southeastern end of Anchor Lane (50' wide) as shown on the Plat of Section One, Castle Marina filed among the Plat Records of Queen Anne's County, Maryland in Plat Book T.S.P. No. 1, folio 81; thence leaving said beginning point so fixed and running across the southernmost end of said Anchor Lane as shown on said plat and running with said line of Parcel No. 1 with meridian corrected for magnetic variation as now surveyed;

- (1) North 04° 00' 00" East 50.00', to an iron pin reset at the northeastermost corner of said Anchor Lane and at the beginning of the conveyance by Bittorf Ford, Inc. to Heritage Leasing, Ltd. by Deed dated April 1, 1982 and recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. 184, folio 131; thence leaving said Parcel No. 1 and running reversely with the outlines of said conveyance by Bittorf Ford, Inc. to Heritage Leasing, Ltd. and running with the northernmost side of Anchor Lane,
  - (2) North 86° 00' 02" West 630.01', to an iron pipe there found, thence running with a curve to the left having a radius of 500.00' and an arc of 46.19', on a chord,
  - (3) North 88° 38' 35" West 46.17', then leaving said Anchor Lane and running,
  - (4) North 01° 54' 53" West 21.87', to the approximate end of an old bulkhead of Kent Haven Yacht Harbour, thence running with said bulkhead,
  - (5) North 31° 28' 44" West 46.49', thence leaving said bulkhead and running through the channel of water used for ingress and egress to the waters of the Chester River with a part of the divisional line between said conveyance by Bittorf Ford, Inc. to Heritage Leasing, Ltd. and said Kent Haven Yacht Harbour, as now surveyed,
  - (6) North 53° 52' 27" East 776.00', thence leaving said divisional line and running through said conveyance,
  - (7) South 30° 52' 36" East 235.63',
  - (8) North 59° 07' 24" East 420.77',
  - (9) South 87° 25' 56" East 40.00',
  - (10) South 02° 34' 04" West 191.86', and
  - (11) South 89° 17' 13" East 221.00', to the shoreline of the Chester River, thence running with said shoreline closely paralleled by the following courses and distances,
  - (12) South 23° 42' 49" East 15.00', thence leaving said conveyance and running through a part of said Parcel No. 1,
  - (13) South 20° 36' 57" West 112.18',
  - (14) South 09° 04' 10" East 107.85',
  - (15) South 08° 26' 09" East 119.29', and
  - (16) South 31° 56' 18" East 12.00', thence leaving said shoreline and running,
  - (17) South 41° 48' 42" West 226.50' and
  - (18) North 53° 11' 33" West 302.02', thence running with a curve to the right having a radius of 335.00' and an arc of 270.70', on a chord,
  - (19) South 70° 09' 58" West 270.73', thence running,
  - (20) North 86° 00' 02" West 25.00', to the place of beginning.
- CONTAINING 12.51292 Acres, plus or minus, according to a survey and plat by Dewberry and Davis, Registered Professional Land Surveyors in January, 1983.
- BEING a part of said conveyances to Heritage Leasing, Ltd. by Southfield Broadcasting Company, Inc. by Deed dated December 27, 1972 and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. 69, folio 615 and by Bittorf Ford, Inc. by Deed dated April 1, 1982 and recorded among the Land Records of Queen Anne's County at Liber M.W.M. 184, folio 131.
- BEING subject to an Easement and Agreement between Heritage Leasing, Ltd. and Kent Haven Yacht Harbour, Inc. dated April 21, 1982 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 184, folio 363.

## Dewberry & Davis



Engineers  
Architects  
Planners  
Surveyors

2594 Riva Road  
Annapolis, MD 21401  
301 841-6811  
metro 261-8707

January 11, 1983

DESCRIPTION OF 1.29611 AC.  $\pm$   
PHASE 1A  
PART OF HERITAGE LEASING LTD. PROPERTY  
KENT ISLAND  
FOURTH ELECTION DISTRICT  
QUEEN ANNE'S COUNTY, MARYLAND

BEGINNING for the same at the corner of a bulkhead on the Chester River at the southeasternmost end of a channel of water used for ingress and egress from a marina basin; said beginning point being distant North 70° 36' 00" East 394.19' from the end of the southwesterly 360' more or less line of the conveyance by Bittorf Ford, Inc. to Heritage Leasing, Ltd. by deed dated April 1, 1982 and recorded among the land records of Queen Anne's County, Maryland in liber M.W.M. 184 folio 131 thence leaving said beginning point so fixed and said channel of water and running through said conveyance with part of said bulkhead along the Chester River, with meridian corrected for magnetic variation as now surveyed;

- (1) South 09° 56' 54" East 341.39', thence leaving said bulkhead and the Chester River and running,
- (2) North 85° 13' 56" West 168.58',
- (3) South 02° 34' 04" West 138.14',
- (4) North 87° 25' 56" West 40.00',
- (5) North 02° 34' 04" East 139.67' and
- (6) North 85° 13' 56" West 14.97', to the corner of a bulkhead along the easternmost side of said marina basin, thence running with a part of said bulkhead;
- (7) North 04° 46' 04" East 191.60',
- (8) North 45° 19' 00" East 126.61' and

17.2

Fairfax, VA  
Annapolis, MD  
Denville, VA  
Frederick, MD

Gaithersburg, MD  
Manassas, VA  
McLean, VA

LIB 205 221

(9) North 56° 54' 57" East 69.08', to the place of beginning.

CONTAINING 1.29611 Ac.  $\pm$  - according to a survey and plat by Dewberry and Davis, Registered Professional Land Surveyors in January 1983.

BEING a part of said conveyance by Bittorf Ford, Inc. to Heritage Leasing, Ltd. by deed dated April 1, 1982 and recorded among the land records of Queen Anne's County, Maryland in Liber M.W.M. 184 folio 131.

17.3

Dewberry & Davis



## Dewberry & Davis



Engineers  
Architects  
Planners  
Surveyors

2594 Riva Road  
Annapolis, MD 21401  
301 841-6811  
metro 261-8707

March 24, 1983

DESCRIPTION OF 0.32621 AC. +  
PART OF PHASE 1 (RECREATION AREA)  
PART OF HERITAGE LEASING, LTD. PROPERTY  
KENT ISLAND  
FOURTH ELECTION DISTRICT  
QUEEN ANNE'S COUNTY, MARYLAND

BEGINNING for the same at an iron pipe there found at the beginning of the closing or South 86° 00' 00" East 630.00' line of the conveyance by Bittorf Ford, Inc. to Heritage Leasing, Ltd. by deed dated April 1, 1982 and recorded among the land records of Queen Anne's County, Maryland in liber M/M 184 folio 131; said beginning point also being on the northernmost side of Anchor Lane (50' wide) at point number 12 as shown on the Plat of Section One, Castle Marina filed among the plat records of Queen Anne's County, Maryland in plat book T.S.P. No. 1 folio 81; leaving said beginning point so fixed and running with said northernmost side of said Anchor Lane as shown on said plat and running reversely with the outlines of said conveyance with meridian corrected for magnetic variation as now surveyed with a curve to the left having a radius of 500.00' and an arc of 46.19', on a chord;

- (1) North 88° 38' 35" West 46.17', thence leaving said Anchor Lane and running
- (2) North 01° 54' 53" West 21.87', to the approximate end of an old bulkhead of Kent Haven Yacht Harbor, thence leaving said bulkhead and said outline and running through a part of said conveyance with the shoreline of the channel of water used for ingress and egress to the waters of the Chester River, as now surveyed,
- (3) North 58° 40' 38" East 168.13', thence leaving said shoreline and running,

17.4

LIB: A 205 FILE 223

Fairfax, VA  
Annapolis, MD  
Danville, VA  
Frederick, MD

Gaithersburg, MD  
Manassas, VA  
McLean, VA

(4) South  $31^{\circ} 19' 22''$  East 143.20' to intersect said closing line and said northernmost side of Anchor Lane, thence running with a part of said line reverse and Anchor Lane,

(5) North  $86^{\circ} 00' 02''$  West 171.60 to the place of beginning.

CONTAINING 0.32621 Ac.  $\pm$  as described by Dewberry and Davis, Registered Professional Land Surveyors in March 1983.

BEING a part of said conveyance to Heritage Leasing, Ltd. by Bittorf Ford, Inc. by deed dated April 1, 1982 and recorded among the land records of Queen Anne's County, Maryland in Liber MWM 184 folio 131.

17.5

**Dewberry & Davis**





EXHIBIT A-2 TO THE DECLARATION

DESCRIPTION OF THE ADDITIONAL LAND

Engineers  
Architects  
Planners  
Surveyors

2594 Riva Road  
Annapolis, MD 21401  
301 841-6811  
metro 261-8707

January 4, 1983

DESCRIPTION OF 42.83506 AC. +  
PROPERTY OF HERITAGE LEASING, LTD.  
KENT ISLAND  
FOURTH ELECTION DISTRICT  
QUEEN ANNE'S COUNTY, MARYLAND

BEGINNING for the same at an iron pipe now set at the beginning of Parcel No. 1 of the conveyance by Bittorf Ford, Inc. to Southfield Broadcasting Company, Inc. by deed dated December 27, 1972 and recorded among the land records of Queen Anne's County, Maryland in liber C.W.C. 69 folio 607; said Parcel No. 1 being conveyed by Southfield Broadcasting Company, Inc. to Heritage Leasing, Ltd. by deed dated December 27, 1972 and recorded in liber C.W.C. 69 folio 615; thence leaving said beginning point so fixed and running with the outlines of said Parcel No. 1 and the easternmost outlines of the Plat of Section One, Castle Marina as shown on the plat filed among the plat records of Queen Anne's County, Maryland in plat book T.S.P. No. 1 folio 81, with meridian corrected for magnetic variation as now surveyed;

- (1) North 04° 08' 25" East 250.00', to an iron pipe now set at the northeastern corner of Captain's Way (50' wide) as shown on said plat, thence running with the northeasternmost side of said Captain's Way,
- (2) North 85° 51' 35" West 50.00', thence running with a curve to the right, having a radius of 426.41' and an arc of 279.77', on a chord,
- (3) North 67° 03' 43" West 274.78', thence running,
- (4) North 48° 15' 58" West 102.39', thence running with a curve to the right having a radius of 25.00' and an arc of 36.89', on a chord,

18.1

Fairfax, VA  
Annapolis, MD  
Danville, VA  
Frederick, MD

Cathetersburg, MD  
Manassas, VA  
McLean, VA



- (5) North 05° 59' 25" West 33.63', to the easternmost side of Skipper Lane (50' wide), thence leaving said Captain's Way and running with said side Skipper Lane, with a curve to the left having a radius 500.00' and an arc of 169.03', on a chord,
- (6) North 26° 35' 00" East 168.22'; thence running,
- (7) North 16° 54' 01" East 291.39', thence running with a curve to the left having a radius of 974.03' and an arc of 219.30', on a chord,
- (8) North 10° 26' 58" East 218.84', thence running with a curve to the right having a radius of 25.00' and an arc of 39.26', on a chord,
- (9) North 49° 00' 11" East 35.35', to an iron pipe there found at the southeasternmost corner of Anchor Lane (50' wide), thence leaving said Skipper Lane and running across the easternmost end of said Anchor Lane as shown on said plat,
- (10) North 04° 00' 08" East 50.00', to an iron pin reset at the northeasternmost corner of said Anchor Lane and at the beginning of the conveyance by Bittorf Ford, Inc. to Heritage Leasing, Ltd. by deed dated April 1, 1982 and recorded among the land records of Queen Anne's County, Maryland in liber M.W.M. 184 folio 131; thence running reversely with the outlines of said conveyance by Bittorf Ford, Inc. and running with the northernmost side of Anchor Lane,
- (11) North 86° 00' 02" West 630.01', to an iron pipe there found, thence running with a curve to the left having a radius of 500.00' and an arc of 46.19, on a chord,
- (12) North 88° 38' 35" West 46.17', thence leaving said Anchor Lane and running,
- (13) North 01° 54' 53" West 21.87', to the approximate end of an old bulkhead of Kent Haven Yacht Harbor, thence running with said bulkhead,
- (14) North 31° 28' 44" West 46.49', thence leaving said bulkhead and running through the channel of water used for ingress and egress to the waters of the Chester River and with the divisional line between said conveyance by Bittorf

18.2

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LIB: 205 227



Ford, Inc. to Heritage Leasing, Ltd. and said Kent Haven Yacht Harbor, as now surveyed,

- (15) North 53° 52' 27" East 1020.05' and
- (16) North 19° 05' 26" East 208.82', thence leaving said Kent Haven Yacht Harbor and running across a part of said channel,
- (17) North 70° 36' 00" East 394.19', to the corner of a bulkhead on the Chester River, thence leaving said channel and running with said bulkhead along the Chester River,
- (18) South 09° 56' 54" East 391.58' and
- (19) South 78° 43' 28" West 9.47', thence leaving said bulkhead and running with the shoreline along the Chester River, closely paralleled by the following courses and distances;
- (20) South 58° 32' 24" West 24.56',
- (21) South 06° 55' 05" East 56.45',
- (22) South 16° 47' 54" East 55.36',
- (23) South 04° 23' 55" West 52.15',
- (24) South 23° 42' 49" East 116.87', thence leaving said conveyance by Bittorf Ford, Inc. and running with said conveyance by Southfield Broadcasting Company, Inc.,
- (25) South 20° 36' 57" West 112.18',
- (26) South 09° 04' 10" East 107.85',
- (27) South 08° 26' 09" East 119.29',
- (28) South 31° 56' 18" East 136.10',
- (29) South 28° 32' 11" East 123.50',
- (30) South 30° 57' 50" East 37.90',
- (31) South 18° 08' 17" West 91.55',
- (32) South 23° 00' 09" East 115.16',

Dewberry & Davis

18.3



- (33) South 39° 44' 39" East 119.65',
- (34) South 33° 05' 06" East 118.16',
- (35) South 43° 15' 52" East 140.07',
- (36) South 13° 11' 21" East 58.17', to an iron pipe now set in the South 66° 53' 13" West 132.00' line and the divisional line between Parcels No. 1 and 2 of said conveyance by Bittorf Ford, Inc. to Southfield Broadcasting Company, Inc., thence leaving said shoreline of the Chester River and running with a part of said divisional line and said Parcel No. 1 conveyed by Southfield Broadcasting Company, Inc. to Heritage Leasing, Ltd.,
- (37) South 66° 53' 10" West 83.98' to an iron pipe now set at the beginning of said line, thence leaving said Parcel No. 2 and running with said Parcel No. 1,
- (38) South 38° 07' 11" East 29.11', to the shoreline of Macum Creek, thence running with said shoreline closely paralleled by the following courses and distances,
- (39) South 70° 34' 28" West 109.75',
- (40) South 59° 02' 11" West 102.04',
- (41) South 57° 15' 53" West 99.86',
- (42) South 36° 45' 33" West 51.80',
- (43) South 07° 51' 12" East 29.27',
- (44) South 02° 38' 46" East 119.13' and
- (45) South 22° 54' 47" East 81.34', to an iron pipe now set, thence leaving said shoreline of Macum Creek and running with the North 85° 51' 32" West 615.89' line of said Parcel No. 1,
- (46) North 85° 51' 35" West 622.44', to the place of beginning.

CONTAINING 42.83506 Ac. ± according to a survey and plat made by Dewberry

and Davis, Registered Professional Land Surveyors in December 1982.

**Dewberry & Davis**

18.4

LISTA 205 PAGE 229



SAVING AND ACCEPTING the Description of Phase 1, Phase 1A and the  
.32621 acres, described as part of Phase 1, recreation area, previously  
dedicated to the condominium.

18.5

## EXHIBIT A

TO AMENDMENT NO. 44 TO CONDOMINIUM INSTRUMENTS  
FOR QUEEN'S LANDING, A CONDOMINIUM, AMENDING EXHIBIT C  
TO THE DECLARATION

## COMMON ELEMENT INTEREST TABLE

| <u>Unit Type</u> | <u>Common Element Interest &amp; Votes Per Unit</u> | <u>Total Number of Units Per Type</u> | <u>Total Common Element Interest and Votes Per Type</u> |
|------------------|---|---------------------------------------|---|
| A                | .33333  | 94                                    | 31.33   |
| AG               | .33333  | 17                                    | 5.67  |
| B                | .33333  | 88                                    | 29.33   |
| BG               | .33333  | 5                                     | 1.67  |
| C                | .33333  | 25                                    | 8.33  |
| CG               | .33333  | 11                                    | 3.67  |
| D(1)             | .13333  | 40                                    | 5.33  |
| D(1)G            | .13333  | 9                                     | 1.20  |
| D(2)             | .20000  | 41                                    | 8.20  |
| D(2)G            | .20000  | 9                                     | 1.80  |
| E                | .33333  | 8                                     | 2.67  |
| F                | .46667  | 1                                     | .47   |
| BOAT SLIP UNIT   | .33333  | 1                                     | .33   |
| TOTALS           |   | 349                                   | 100%  |

## NOTES:

1. The Identification Number of each unit is shown on the Plats and Plans and consists of four subdivisions separated by hyphens, the first of which indicates the phase number, the second of which indicates the building number within that phase, the third of which indicates the unit letter within that building and the fourth of which indicates the unit type. For example, a unit having a number of 1-2-C-D(2) indicates that the unit is in the first phase of the Condominium, the second building of that phase, having the letter C and is a type D(2) unit.

2. Each Type C or CG unit may be divided into a Type D(1) or Type F and a Type D(2), that a type D(1)G or Type F and a Type D(2)G unit or may be redesignated as a Type A, AG, B, CG or E Unit. An amendment to this Exhibit C shall be recorded in connection with any such subdivision or redesignation.

3. The Identification Number appearing on the Plats and Plans is a sufficient legal description of the unit for all purposes when used together with a reference to the Plats and Plans.

4. In accordance with Article 8.2 of the Declaration, the Common Element Interest and votes per unit shall be reallocated by assigning to each Unit an interest equal to a fraction the denominator of which is the total of all Type A, AG, B, C, CG, D2, D2G, E, F and Boat Slip Units and;

- a. For Type A, AG, B, BG, C, CG, E and Boat Slip Units the numerator is 1, and;
- b. For Type D1, D1G Units the numerator is .4, and;
- c. For Type D2, D2G Units the numerator is .6, and;
- d. For Type F Units the numerator is 1.4.