

ARTICLES OF INCORPORATION 3/5/93

OF

FOX CHASE TOWNHOUSE ASSOCIATION, INC. 11:40

THIS IS TO CERTIFY:

FIRST: That I, the Subscriber, William D. Shaughnessy, Jr., whose post office address is Tenth Floor - Sun Life Building, 20 South Charles Street, Baltimore, Maryland 21201, being of full legal age, pursuant to the General Laws of Maryland authorizing the formation of corporations, do hereby certify as follows:

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

FOX CHASE TOWNHOUSE ASSOCIATION, INC.

THIRD: The Association is not formed for profit or pecuniary gain of any sort inuring to the benefit of the members thereof or to any individuals or corporations. The purposes for which the Association is formed are as follows:

1. Its general purpose is to provide for the maintenance and preservation of the real property described as the "Common Area," in a Declaration of Covenants, Conditions and Restrictions and any Amendments or Supplements thereto (hereinafter called the "Declaration"), dated February 24, 1993, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 5959, Folio 027, and with respect to the Common Area therein described, to promote the health, safety and welfare of the residents and to enforce the covenants, conditions and restrictions described above within the residential community of

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 10 page document on file in this office: DATED: March 5, 1993

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: [Signature]

This stamp replaces our previous certification system. Effective: 10/84

Fox Chase Townhomes.

2. For the general purpose aforesaid, the Association shall have the following specific purposes:

(a) To acquire by assignment or deed as the result of gift, purchase or otherwise, and to own, hold, improve, build on, operate, maintain, mortgage, convey, sell, lease, transfer, dedicate to public use or otherwise deal with or dispose of the Common Area within the aforesaid community of Fox Chase Townhomes, other real property and such personal property as may be necessary or proper for the conduct of the affairs of the Association;

(b) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the aforesaid Declaration and as the same may be amended or supplemented from time to time as therein provided; said Declaration being incorporated herein as if set forth at length;

(c) To fix, levy, collect and by all lawful means enforce payment of the assessments, fines and late charges established by the terms of the Declaration and to pay all expenses in connection therewith and in connection with the conduct of the business of the Association, including all licenses, taxes or charges levied or imposed against the properties of the Association by any governmental agency or government.

(d) To own, acquire (by gift, purchase or otherwise), build, operate and maintain recreation parks,

playgrounds, swimming pools, commons, streets, footways, including buildings, structures, personal properties incident thereto (all of the foregoing being hereinafter called the "facilities").

(e) To borrow money and to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) To grant such easements upon, over, under and across the Common Area for sewer, water, storm water drainage, gas, electric and telephone lines and for such other public utilities as are proper and convenient for the use and enjoyment of the buildings erected and to be erected in the subdivision of the property, which subdivision is known or to be known as Fox Chase Townhomes.

(g) To grant easements and/or licenses for ingress and egress over the Common Area for trash collection, snow removal, police protection and such other purposes as are set forth in the Declaration and/or as are proper for the use and benefit of the owners of houses erected and to be erected in the aforesaid subdivision;

(h) To annex property in the manner provided in the Declaration; and

(i) To exercise all other powers provided or allowed by the laws of the State of Maryland to non-stock, nonprofit corporations, without limitation by the foregoing description of specific powers.

FOURTH: The post office address of the principal

office of the Association in this state is 20 South Charles Street, Second Floor, Baltimore, Maryland 21201. The Resident Agent of the Association is Herbert Kishter whose post office address is 20 South Charles Street, Second Floor, Baltimore, Maryland 21201.

FIFTH: The affairs of this Association shall be managed by a Board of Directors who need not be members of the Association. Said Board shall originally consist of three (3) Directors. The names of the persons who are to act in the capacity of Directors until the selection of their successors as provided in the Bylaws are: Herbert Kishter, Jeffrey Attman and Shellye Attman Gilden. Thereafter, the Board shall consist of five (5) Directors.

At the first annual meeting, as provided for in the By-Laws, the members shall elect two directors for a term of one (1) year, two directors for a term of two (2) years, and one director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one director for a term of three (3) years and one director for a term of two (2) years.

The Association shall, to the maximum extent permitted by law, indemnify all members of the Board of Directors and all officers of the Association from any and all claims against them which may in anyway to their being an officer or director of the Association or in anyway relate to their actions or inactions in such capacity.

SIXTH: The Association is not authorized or empowered to issue capital stock of any type or class. The Association is and shall be a membership corporation and every person or entity who is a record owner of a fee or undivided fee interest in any Lot (as that term is defined in the Declaration) which is subject by the aforesaid Declaration to assessment by the Association, including contract sellers and the Class B members, as hereinafter defined, shall be members of the Association. Persons or entities holding any interest in any such Lot merely as security for the performance of an obligation shall not be members. Membership shall be automatic upon recording of a deed of a fee or undivided fee interest and there shall be no qualification for membership other than the ownership of such record interest. Membership is appurtenant to, and is inseparable from, ownership of a Lot.

SEVENTH: There shall be two classes of members of the Association as follows:

Class A members shall be all Owners (except the parties identified as the "Declarant", during such time as there shall be a Class B membership) of Lots which are subject to assessment by the Association under the terms of the Declaration, and shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B members shall be the Declarant, and shall

be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of the following events, whichever occurs earlier:

(a) If the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(b) On June 1, 1998.

(c) Five years after the Conveyance for Residential Use of the first Lot by the Declarant from the area described in Exhibit A to the Declaration.

(d) Upon the surrender of Class B memberships by the then holder thereof for cancellation on the books of the Association.

EIGHTH: A. In addition to other actions or undertakings specified in the Declaration, any of the following actions or undertakings by the Association may be done only upon the assent of two-thirds of the entire Class A membership and two-thirds of the entire Class B membership, if any, voting in person or by proxy, subject to Article X of the Declaration:

1. To the extent permitted by law, participate in mergers and consolidations with other non-profit, nonstock corporations organized for purposes consistent with those for which the Association is organized.

2. To mortgage Common Area.

3. To increase the maximum annual assessments above the amounts set forth in Article IV, Section

3(b) of the Declaration.

4. To impose a special assessment, as more particularly set forth in Article IV, Section 4, of the Declaration.

5. To annex to the Property lands which are not described in Exhibit B attached to the Declaration, all as more specifically set forth in Article VIII of the Declaration.

6. To dissolve the Association in accordance with the laws of the State of Maryland. Upon any such dissolution, the assets, both real and personal, and the right to fix, levy and assess and collect assessments of the Association shall be dedicated or given to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association by the terms of these Articles of Incorporation. In the event that such dedication is refused by all such public agencies, then such assets and rights shall be granted, conveyed and assigned to any non-profit, nonstock corporation, association or similar organization to be held and used for such purposes and uses as nearly as practicable the same as those to which they were required to be used by the Association under the terms of these Articles of Incorporation.

7. To amend these Articles of Incorporation.

B. The Declaration may be amended as more fully set forth in Article XI, Section 3 of the Declaration.

C. Prior to any dissolution of the Association,

the Association is empowered to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

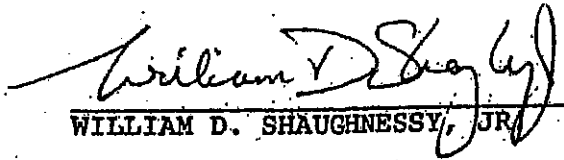
NINTH: No part of the net earnings of the Association shall inure to the benefit of or be distributed to its members, directors, officers or other private persons, except that the Association is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

TENTH: The duration of the Association shall be perpetual.

ELEVENTH: As long as there is a Class B member, and if any Lot is security for a mortgage or deed of trust insured by the Federal Housing Administration or Veterans Administration, in addition to other actions which may require approvals as set forth in the Declaration the following actions will, in addition to other actions specified in the Declaration, require the prior approval of the Federal Housing Administration and/or Veterans Administration, as the case may be: dedication of the Common Area to the public; any amendment to the Declaration except the filing of a Supplemental Declaration as set forth in Article VIII of the Declaration; other actions specifically set forth in the

Declaration; actions specified subparagraphs 1,2,5 and 6 of paragraph A of Article EIGHTH of these Articles of Incorporation.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation, acknowledging the same to be my act, the 23rd day of February, 1993.


WILLIAM D. SHAUGHNESSY, JR. (SEAL)

FOX CHASE TOWNHOUSE ASSOCIATION, INC.
(A Non-Stock Corporation)
ARTICLES OF AMENDMENT

RECEIVED
93 MAY 28 PM 3 20

05-28-83 3:20 p.m.

FOX CHASE TOWNHOUSE ASSOCIATION, INC., a Maryland non-stock corporation, having its principal office at 20 South Charles Street, Second Floor, Baltimore, Maryland 21201 (hereinafter referred to as the "Association"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that: 31525027

FIRST: The Charter of the Association is hereby amended by deleting from the fourth and fifth lines of Paragraph A of Article EIGHTH, the phrase:

"two-thirds of the entire Class A membership and two-thirds of the entire Class B membership, if any,"

and inserting in lieu thereof the following phrase:

"at least two-thirds vote of the Lot Owners,".

SECOND: The Charter of the Association is hereby amended by deleting Article ELEVENTH of the Charter and inserting the following as new Article ELEVENTH in lieu thereof:

ELEVENTH: As long as there is a Class B member, in addition to other actions which may require approvals as set forth in the Declaration the following actions will require the prior approval of the Federal Housing Administration and/or Veterans Administration, as the case may be: dedication of the Common Area to the public; annexation of additional properties, mergers and consolidations; mortgaging of Common Areas; dissolution and amendment of the Articles; other actions specifically set forth in the Declaration; actions specified subparagraphs 1, 2, 5, and 6

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 3 page document on file in this office. DATED: June 2, 1993
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: [Signature]
This stamp replaces our previous certification system. Effective: 10/84


of paragraph A of Article EIGHTH of these Articles of Incorporation.

THIRD: By written informal action, unanimously taken by the Board of Directors of the Association, pursuant to and in accordance with Section 2-408 of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors of the Association duly advised the foregoing amendment, and by written informal action unanimously taken by the members of the Association, in accordance with the provision of the Association's Charter and Section 5-203(6) of the Corporations and Associations Article of the Annotated Code of Maryland, the members of the Association unanimously duly approved said amendment.

IN WITNESS WHEREOF, the Association has caused these presents to be signed in its name and on behalf by its President and attested by its Secretary as of this 26th day of May, 1993, and its President acknowledges that these Articles of Amendment are the act and deed of the Fox Chase Townhouse Association, Inc. and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST:

FOX CHASE TOWNHOUSE
ASSOCIATION, INC.


Shellye Attman Gilden
Secretary

By: 
Herbert Kichter, President

FOX CHASE TOWNHOUSE ASSOCIATION, INC.
(A Non-Stock Corporation)
ARTICLES OF AMENDMENT

05-28-93 3:20 p.m.

RECEIVED
'93 MAY 28 PM 3 20

FOX CHASE TOWNHOUSE ASSOCIATION, INC., a Maryland non-stock corporation, having its principal office at 20 South Charles Street, Second Floor, Baltimore, Maryland 21201 (hereinafter referred to as the "Association"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that: 31521027

FIRST: The Charter of the Association is hereby amended by deleting from the fourth and fifth lines of Paragraph A of Article EIGHTH, the phrase:

"two-thirds of the entire Class A membership and two-thirds of the entire Class B membership, if any,"

and inserting in lieu thereof the following phrase:

"at least two-thirds vote of the Lot Owners,".

SECOND: The Charter of the Association is hereby amended by deleting Article ELEVENTH of the Charter and inserting the following as new Article ELEVENTH in lieu thereof:

ELEVENTH: As long as there is a Class B member, in addition to other actions which may require approvals as set forth in the Declaration the following actions will require the prior approval of the Federal Housing Administration and/or Veterans Administration, as the case may be: dedication of the Common Area to the public; annexation of additional properties, mergers and consolidations; mortgaging of Common Areas; dissolution and amendment of the Articles; other actions specifically set forth in the Declaration; actions specified subparagraphs 1, 2, 5, and 6

STATE OF MARYLAND	
I hereby certify that this is a true and complete copy of the <u>3</u> page document on file in this office. DATED: <u>June 2, 1993</u>	
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION	
BY:	<u>[Signature]</u>
This stamp replaces our previous certification system. Effective: 10/84	


of paragraph A of Article EIGHTH of these Articles of Incorporation.

THIRD: By written informal action, unanimously taken by the Board of Directors of the Association, pursuant to and in accordance with Section 2-408 of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors of the Association duly advised the foregoing amendment, and by written informal action unanimously taken by the members of the Association, in accordance with the provision of the Association's Charter and Section 5-203(6) of the Corporations and Associations Article of the Annotated Code of Maryland, the members of the Association unanimously duly approved said amendment.

IN WITNESS WHEREOF, the Association has caused these presents to be signed in its name and on behalf by its President and attested by its Secretary as of this 26th day of May, 1993, and its President acknowledges that these Articles of Amendment are the act and deed of the Fox Chase Townhouse Association, Inc. and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST:

FOX CHASE TOWNHOUSE
ASSOCIATION, INC.


Shellye Attman Gilden
Secretary

By: 
Herbert Kishner, President

NO CONSIDERATION
NO TITLE EXAMINATION

DEED

This Deed made this 23rd day of February, 1993, by and between ALBERT KISHTER, FANNIE B. KISHTER, LEONARD J. ATTMAN, PHYLLIS ATTMAN, LOWELL R. GLAZER, HARRIET L. GLAZER, JACOB REALTY, INC., LABYRINTH REALTY, INC. and HARLOW REALTY, INC., Grantors and parties of the first part, and FOX CHASE FACILITIES, INC., a Maryland corporation, Grantee and party of the second part.

WITNESS, that in consideration of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee, its successors and assigns, all that property and all those lots of ground situate in Anne Arundel County, Maryland, and described in Exhibit "A" attached hereto and incorporated by reference herein.

TOGETHER WITH all buildings and improvements situate thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

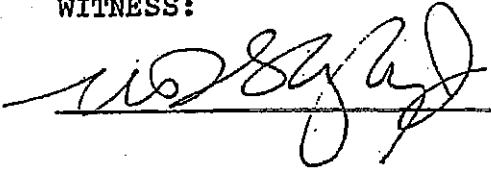
TO HAVE AND TO HOLD the above granted property unto the Grantee, its successors and assigns, forever in fee simple.

AND, the said Grantors covenant that, other than reflected in the Land Records of Anne Arundel County, they have not done nor suffered to be done any act, matter, or thing, to encumber the property herein granted, that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of the same as may be requisite.

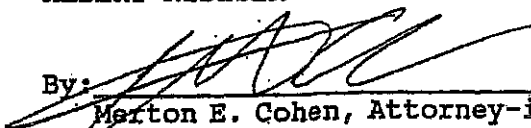
By execution hereof, Grantors hereby declare and affirm under the penalties of perjury that there is no consideration paid or to be paid for this transfer within the meaning of Sections 12-103 and 13-203 of the Tax-Property Articles of the Annotated Code of Maryland.

WITNESS, the hands and seals of the Grantors herein named.

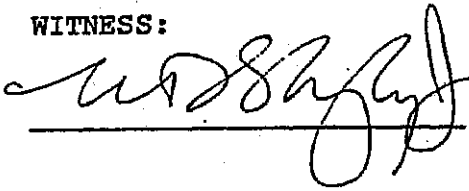
WITNESS:




ALBERT KISHTER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 708.

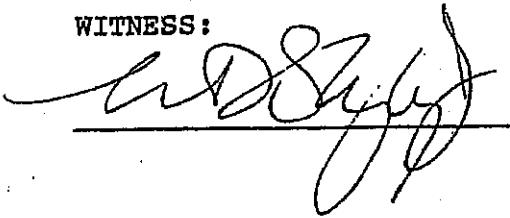
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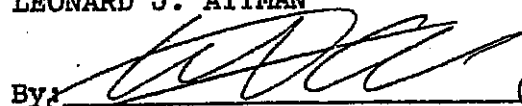
FANNIE B. KISHTER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 712.

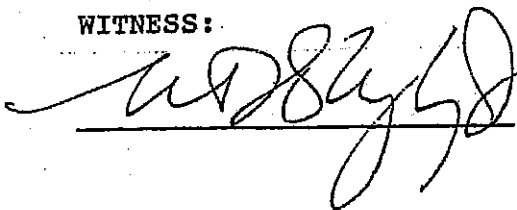
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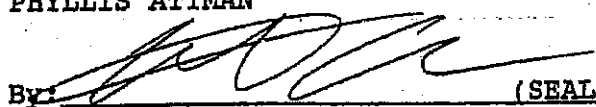
LEONARD J. ATTMAN

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 716.

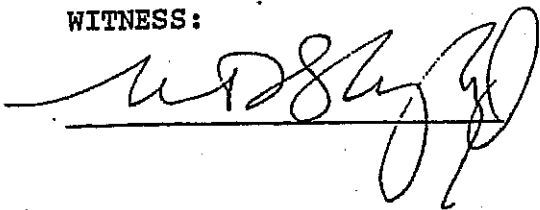
WITNESS:



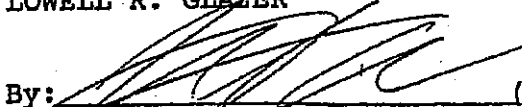
PHYLLIS ATTMAN

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 720.

WITNESS:



LOWELL R. GLAZER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 724.

WITNESS:

[Handwritten Signature]

HARRIET L. GLAZER

By: [Handwritten Signature] (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 728.

WITNESS:

[Handwritten Signature]

JACOB REALTY, INC.

By: [Handwritten Signature] (SEAL)
Merton E. Cohen, Authorized Agent
per Appointment recorded at
Book 5587, folio 742.

WITNESS:

[Handwritten Signature]

HARLOW REALTY, INC.

By: [Handwritten Signature] (SEAL)
Merton E. Cohen, Authorized Agent
per Appointment recorded at
Book 5587, folio 737.

WITNESS:

[Handwritten Signature]

LABYRINTH REALTY, INC.

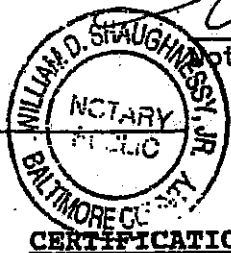
By: [Handwritten Signature] (SEAL)
Merton E. Cohen, Authorized Agent
per Appointment recorded at
Book 5587, folio 732.

STATE OF MARYLAND, County/City of BALTIMORE, to wit:

I HEREBY CERTIFY that on this 11 day of February, 1993, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared MERTON E. COHEN, who acknowledged himself to be the attorney-in-fact for ALBERT KISHTER, FANNIE B. KISHTER, LEONARD J. ATTMAN, PHYLLIS ATTMAN, LOWELL R. GLAZER, and HARRIET L. GLAZER (collectively, the "Principals"), and authorized agent for JACOB REALTY, INC., LABYRINTH REALTY, INC. and HARLOW REALTY, INC. (collectively, the "Corporations"), and he further acknowledged that being authorized to do so, he executed

the foregoing Deed for and on behalf of the aforesaid Principals and Corporations for the purpose herein contained.

WITNESS my hand and notarial seal.



William D. Shaughnessy, Jr.

(SEAL)
Notary Public

My Commission Expires:

WILLIAM D. SHAUGHNESSY, JR.
Notary Public, Baltimore County,
Maryland
My Commission Expires: 9/25/04

I HEREBY CERTIFY that the within Deed was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

William D. Shaughnessy, Jr.

WILLIAM D. SHAUGHNESSY JR.

CLERK: AFTER RECORDATION, PLEASE RETURN TO:

William D. Shaughnessy, Jr., Esquire
KAPLAN, HEYMAN, GREENBERG,
ENGELMAN & BELGRAD, P.A.
20 South Charles St., 10th Fl.
Baltimore, Maryland 21201

EXHIBIT A TO DEED

Description of Property Conveyed:

Being all that property described in Rider I attached hereto and made part of this Exhibit A, which property includes all those areas shown and designated as numbered subdivided Lots for single family townhouse buildings, (including Lot Numbers 115-268, inclusive,) as shown on the following plat:

Plat entitled "A Townhouse Subdivision: SECTION FOUR FOX CHASE PHASE ONE - A", consisting of twelve sheets, dated March, 1991, and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 153, Pages 17-28 as Plat Nos. 8240-8251. The property depicted on such plat being more particularly described in Rider I attached hereto and made part of this Exhibit A.

OUTLINE DESCRIPTION OF 21.579 ACRES
A TOWNHOUSE SUBDIVISION
NORTH OF B.G. & E. RIGHT-OF-WAY
FOX CHASE, SECTION FOUR, PHASE ONE-A
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

JRB/caw
0486005D.1
1/16/92

Beginning for the same at a point on the north side of Hospital Drive 80 feet wide, at a point designated #39 as shown on plat 3 of 12 Fox Chase, Section Four, Phase One-A, thence leaving the said north side of Hospital Drive and running with and binding on part of the outline of Plat 3 of 12 firstly mentioned above and referring the course of the description contained herein to the Maryland State Grid Meridian,

- 1.) South 89° 22' 15" East 44.83 feet, thence
- 2.) North 52° 54' 51" East 50.83 feet, thence
- 3.) North 67° 03' 07" West 138.68 feet, thence
- 4.) North 31° 10' 07" West 141.45 feet, thence
- 5.) North 30° 13' 49" East 75.31 feet, to the south side of Maryland Route 100 variable width right of way, thence running with and binding on the south side of said right of way the following five (5) courses and distances, viz;
- 6.) South 65° 37' 42" East 263.27 feet,
- 7.) North 83° 24' 28" East 81.63 feet,
- 8.) South 65° 37' 42" East 50.00 feet,
- 9.) South 56° 48' 56" East 130.54 feet,
- 10.) South 65° 37' 42" East 175.46 feet, to Point #58 thence continuing with Maryland Route 100 as aforesaid and also with part of the outline of Plat 4 of 12 Fox Chase, Section Four, Phase One-A

RIDER I to EXHIBIT A to
Deed

Fox Chase
0486005D.1

2

January 16, 1992

PABADENA, MARYLAND

- 11.) South 65° 37' 42" East 298.41 feet, thence
- 12.) South 63° 40' 55" East 86.27 feet, to Point #65. Thence continuing with Maryland Route 100 as aforesaid and also with part of the outline of plat 6 of 12 Fox Chase, Section Four, Phase One-A,
- 13.) South 63° 40' 55" East 60.95 feet, thence
- 14.) South 65° 37' 42" East 250.00 feet, thence
- 15.) South 62° 11' 41" East 100.18 feet, to Point #1107 thence continuing with Maryland Route 100 as asforesaid and also with part of the outline of Plat 7 of 12 Fox Chase, Section Four, Phase One-A
- 16.) South 65° 37' 42" East 300.00 feet, thence
- 17.) South 66° 57' 54" East 228.34 feet, to Point #1111 on the west right of way line of the Baltimore Gas and Electric Company transmission line recorded among the land records of Anne Arundel County, Maryland in Liber G.T.C. 1090 at Folio 355. Thence running with and binding on said west right of way line mentioned above
- 18.) South 62° 21' 42" West 610.75 feet, to Point #77 thence continuing with said right of way line and also part of Plat 8 of 12 Fox Chase, Section Four, Phase One-A
- 19.) South 62° 21' 42" West 549.68 feet, to Point #644 on the east side of Hospital Drive 80.00 feet wide, thence running with and binding on the east side of Hospital Drive as aforesaid
- 20.) North 29° 42' 46" West 100.07 feet, to point #5075 thence continuing

Fox Chase
0486005D.1

3

January 16, 1992

21.) North 29° 42' 46" West 169.09 feet, to Point #66 thence continuing with the East side of Hospital Drive as aforementioned and also with and part of outline of Plat 5 of 12, Fox Chase, Section Four, Phase One-A

22.) North 29° 42' 46" West 374.99 feet, to point #59 continuing with the East side of Hospital Drive as aforementioned and also part of the outline of Plat 4 of 12, Fox Chase, Section Four, Phase One-A

23.) North 29° 42' 46" West 193.00 feet, to Point #5452, thence continuing with The East side of Hospital Drive as aforementioned and Plat 4 of 12 and also part of Plat 3 of 12, Fox Chase, Section Four, Phase One-A

24.) 481.31 feet, along the arc of a curve to the left having a radius of 1140.00 feet, being subtended by a chord bearing of North 41° 48' 29" West 477.74 feet, to the point of beginning

CONTAINING 21.579 acres of land more or less.

BEING part of those parcels of land which by deed dated January 28, 1964, and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1727 at Folio 514, were granted and conveyed by Welsh Homes, Incorporated, to Phyllis Realty, Inc., Harriet Realty, Inc., and Fran Realty, Inc.

BEING also part of those Parcels of Land which by deed dated March 25, 1971, and recorded among the aforementioned Land Records in Liber M.S.H. 2395 at Folio 454, were granted and conveyed by Fran Realty, Inc., Phyllis Realty, Inc., and Harriet Realty, Inc.,

Fox Chase
0486005D.1

4

January 16, 1992

PABADENA, MARYLAND

to Albert Kishter, Et. AL.

(Fran Realty, Inc., is now known as Jacob Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2189)

(Phyllis Realty, Inc., is now known as Labyrinth Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2193)

(Harriet Realty, Inc., is now known as Harlow Realty, Inc., by virtue of a Merger dated September 11, 1980, and recorded among the Corporate Records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2197)

Being also part of that parcel of land which by deed dated July 15, 1974, and recorded among the aforementioned Land Records in Liber W.G.L. 2694 at Folio 472, was granted and conveyed by J. Phelps Hand, Jr., Et. Al., to Albert A. Kishter, Et. Al.

BEING also part of that parcel of land which by deed dated March 14, 1975, and recorded among the aforementioned Land Records in Liber W.G.L. 2742 at Folio 263, was granted and conveyed by the Baltimore Gas & Electric Company to Albert A. Kishter Et. Al.

AFTER RECORDATION, RETURN TO:

**W. D. SHAUGHNESSY, JR., ESQ.
SUN LIFE BLDG., 10th FLOOR
20 S. CHARLES ST.
BALTIMORE, MD 21201**

(4)

X

DEED, AGREEMENT AND DECLARATION OF LIEN AND CHARGES

THIS DEED, AGREEMENT AND DECLARATION OF LIEN AND CHARGES made as of this 23rd day of February, 1993, by and among FOX CHASE FACILITIES, INC., a Maryland Corporation, hereinafter referred to as "Contractor", Grantor, and ALBERT KISHTER, FANNIE B. KISHTER, LEONARD J. ATTMAN, PHYLLIS ATTMAN, LOWELL R. GLAZER, HARRIET L. GLAZER, JACOB REALTY, INC., LABYRINTH REALTY, INC., and HARLOW REALTY, INC., hereinafter referred to as "Declarant", Grantee.

WHEREAS, Declarant is the owner of certain parcels of property, portions of which have been or are intended to be subdivided and developed into residential lots ("lots") as a planned unit development known as "Fox Chase Townhouses" (the "Development"); and

WHEREAS, Declarant by deed executed and recorded immediately prior hereto conveyed to Contractor that property and lots described in Exhibit A attached hereto, which property and lots are part of the Development; and

WHEREAS, in furtherance of Declarant's goals and objectives in subdividing and developing the Development, Declarant has determined that public water and sewer service will benefit all lot owners and the Development generally; and

WHEREAS, Anne Arundel County has not provided and will not provide all of the necessary public improvements and facilities in a timely fashion to serve the project to provide public water and sewer service to the Development; and,

WHEREAS, the lack of water and sewer facilities provided by Anne Arundel County will result in a decrease in the lot owners' liability for payment to Anne Arundel County of certain public fees and charges for connection to public water and sewer service; and

WHEREAS, Contractor has agreed to provide or arrange for the provision to certain of the lots within the Development, which lots are set forth on Exhibit A attached hereto, with water and sewer pipes in the streets, physical water and sewer connections from water and sewer pipes in the street to individual lot lines, and water and sewer transmission lines, as needed, to the water supply and sewer treatment areas, such on-site facilities to be installed by Contractor or its agents or assignees, and maintained by Declarant or its agents or assignees until such time as Anne Arundel County agrees to accept responsibility for same; and Declarant has agreed or may agree to provide additional wastewater and water treatment facilities, all of such pipes, connections, transmission lines and treatment facilities being hereinafter referred to collectively as the "Facilities"; and

RECORD FEE 79.00
PROP 5.00
6647090 C603 R03 112:37
02/04/93

ACCT. 3764-9000-0308-0313
3764-9000-6867
ALL LIENS ARE PAID AS OF 3-4-93
BY aus

NO TRANSFER NECESSARY

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Anne Arundel County
KATHLEEN H. TOCHANTRE
3rd
V.O. 3/4/93

WHEREAS, Declarant and Contractor have covenanted and agreed to establish charges upon the aforesaid lots whereby the cost of the construction and installation of water and sewer facilities located both within and outside the boundaries of recorded subdivision plats of the Development is to be paid by the owners of the said lots, their respective personal representatives, heirs, successors and assigns, in annual installments over a period of thirty (30) years, such payments to be known as "Facilities Charges"; and

WHEREAS, the maintenance after construction of said pipes and connections, insofar as they are located in the streets and are not located within an individual lot, is to be the responsibility of Contractor, its agents or assignees, until such time as an agreement may be reached between Declarant and/or its agents or assignees and Anne Arundel County for Anne Arundel County to assume the responsibility for same; and

WHEREAS, water and sewer service supplied to and used by the owners of the said individual lots is to be furnished by Anne Arundel County, and billed for and by Anne Arundel County to said individual lot owners from time to time, and is to be paid for as billed and is a fee for usage which is in addition to Facilities Charges as established herein; and

WHEREAS, in order to make the covenant and agreement to pay the Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their respective personal representatives, heirs, successors and assigns, the parties to this Agreement have agreed to enter into this Deed, Agreement and Declaration of Liens and Charges whereby Contractor, having previously received from Declarant the lots hereafter described, will convey the same lots to Declarant charged with the covenants and agreements hereafter set forth and Declarant will declare that the lots hereinafter described are subject to the covenants and agreements hereinafter set forth, all as part of and in furtherance of the general scheme of development of lots in the aforesaid Development.

NOW, THEREFORE, THIS DEED, AGREEMENT AND DECLARATION OF LIEN WITNESSETH:

That for and in consideration of the premises, Five Dollars (\$5.00) and other good and valuable consideration, the liabilities incurred and to be incurred by Declarant and Contractor, and the performance of the covenants, agreements, conditions and charges by the respective parties hereinafter set forth, Declarant and Contractor do hereby grant, covenant and agree as follows:

FIRST: Contractor does hereby grant and convey unto Declarant, in fee simple all of the property and all of the lots of ground described in Exhibit A attached hereto and incorporated by reference herein, subject to the covenants, agreements, conditions and charges hereinafter set forth.

TOGETHER WITH the buildings and improvements thereupon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the Declarant, its successors and assigns forever in fee simple, subject, however, to the following covenants, agreements, conditions and charges which it is covenanted and agreed shall be binding upon the Declarant, its successors and assigns, and upon Contractor, its successors and assign, and upon all the lots included aforesaid.

AND the Declarant does hereby declare that all of the following described lots of ground described in Exhibit A attached hereto and incorporated by reference herein are subject to the covenants, agreements, conditions and charges hereinafter forth, and that all of the following covenants, agreements, conditions and charges shall be binding upon Declarant, and Contractor, their and each of their successors and assigns, and upon all the lots described in Exhibit A attached hereto.

SECOND: Each of the aforesaid lots shall be subject to this Deed, Agreement and Declaration of Lien and Charges and the annual Facilities Charges, representing annual charges for the cost of construction and installation of the Facilities, (which costs include but are not limited to costs of water and sewer pipes in the streets, physical water and sewer connections from the water and sewer pipes in the street to each individual lot lines, water and sewer transmission lines, as needed, to the sewage treatment and water treatment facilities to be used in connection therewith), which Facilities Charges shall constitute a lien and encumbrance on the lots with respect to which said charge is made.

THIRD: By acceptance of title to any of the lots included in the aforesaid tract, the owner from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to Contractor, its successors and assigns, all charges provided for in this Deed, Agreement and Declaration of Lien and Charges, due and unpaid at the time the lot owner acquires title, and all charges thereafter falling due as long as said lot owner shall hold title of record, without the right in any event to reimbursement from Declarant or Contractor for charges which the lot owner may pay in advance. A certificate in writing, signed by a representative of Contractor, its successors or assigns, will be given within ten (10) working days from receipt of written request therefore, to any lot owner liable for said charges, setting forth the status of such charges with

respect to the lot in question and in reference to which an inquiry is made, and such certificates in favor of any one relying thereon to his damage shall be binding on Contractor, its successors and assigns. Contractor's address is 7779 New York Lane, Glen Burnie, Maryland 21061.

FOURTH: The Facilities Charges shall as to each lot on Exhibit A commence on July 1, 1993 (the "commencement date") and continue for a period of thirty (30) years on an annual basis, and will terminate, except as to those charges unpaid, on thirtieth (30th) anniversary of the commencement date. All such annual charges shall be due and payable in advance on the first day of January each year, commencing as aforesaid, with the first (1st) and final years subject to pro-rata adjustments.

FIFTH: The annual Facilities Charges, payable by the owner of each lot during the thirty (30) year period, shall be Three Hundred Sixty Dollars (\$360.00) per lot per year. Each of the lots subject to this Declaration shall be liable for the annual charge as set forth above.

SIXTH: All Facilities Charges payable in accordance with this Deed, Agreement and Declaration of Lien and Charges shall be payable to Contractor, its successors and assigns, in accordance with billings issued from time to time by Contractor, its successors and assigns. Failure to receive a Facilities Charges bill does not relieve an owner of his/her/its liability to pay same.

SEVENTH: A late charge of five percent (5%) of the Facilities Charge shall accrue on any Facilities Charge not paid within thirty (30) days of its due date. If any such Facilities Charge remains unpaid for sixty (60) days after becoming due, there shall be an interest charge of one and one-half percent (1 1/2%) per month beginning March 1st of the year in which the Facilities Charge is made. Contractor, its successors and assigns, may collect the delinquent Facilities Charges, together with late charges, interest and reasonable attorneys fees equal to fifteen percent (15%) of the amount due, by any action at law or equity in to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. Contractor, its successors and assigns, may sue, or file a bill in equity to enforce such charges, against the owner of record at the time such charge became due, or the owner of records at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property.

Unpaid Facilities Charges, together with late charges, interest and attorneys fees, shall constitute a lien against the lot, enforceable by the Contractor, its successors and assigns. In addition to other enforcement remedies, the lien for unpaid

Facilities Charges (together with late charges, interest and attorneys fees) may be enforced by the Contractor, its-successors and assigns, in accordance with the Maryland Contract Lien Act, as amended or succeeded by similar statute.

EIGHTH: No sale, lease, mortgage, disposition or transfer of the aforesaid lots shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions and charges and, thereupon, all the covenants, agreements, conditions and charges herein contained shall run with and bind the land, each and all of the above mentioned lots and premises and every part thereof, Declarant, its successors and assigns and the present and future owners of each of the lots and each of their respective personal representatives, executors, administrators, heirs, successors and assigns.

NINTH: Contractor shall have the right to assign, pledge or in any fashion encumber to any party, its right to any of the charges set forth herein.

TENTH: Pursuant to the provisions of the Anne Arundel County Code, each lot owner shall receive an annual statement indicating the annual amount due, the remaining term and total balance of the amount due; and each lot owner shall have the right to prepay all or any part of the Facilities Charges by discounting the annualized payments at an interest rate of six percent (6%) per annum (or such other rate as may be provided by law) to determine equivalent present worth, and no prepayment penalty shall be assessed against such lot owner. Release of the assessment may be granted pursuant to the Anne Arundel County Code.

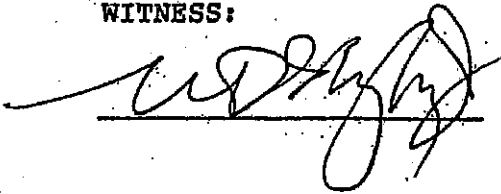
ELEVENTH: The balance of the parcels of real property which constitute the Development are intended by Declarant to be subdivided and incorporated into the Development as sections of the Fox Chase Townhouses planned unit development, which additional parcels are described in Exhibit B attached hereto. By Supplemental Declaration of Liens and Charges, recorded among the Land Records of Anne Arundel County, Maryland, Declarant may extend the operation and effect of this Declaration to all or any lots within such subsequent sections of the Development, with such additional or modified terms as Declarant, in its sole discretion, shall deem advisable.

AND the Contractor hereby covenants that it has not done nor suffered to be done any act, matter or thing, other than herein provided, to encumber the property hereby granted, and that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of said Land as may be requisite.

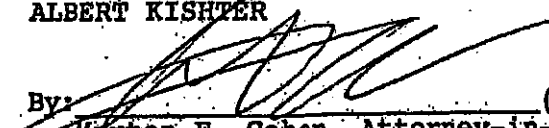
Contractor, the grantor herein, declares and affirms under the penalties of perjury that there is no consideration paid or to be paid within the meaning of Sections 12-103 and 13-

203 of the Tax-Property Article of the Annotated Code of Maryland. Grantor also certifies that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all the assets of the corporate grantor.

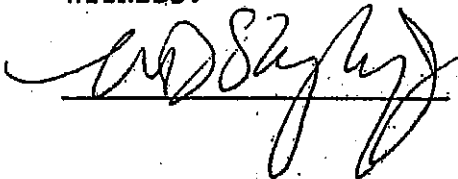
WITNESS:




ALBERT KISHTER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 708.

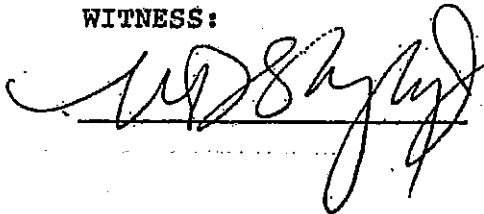
WITNESS:



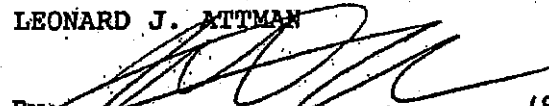
FANNIE B. KISHTER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 712.

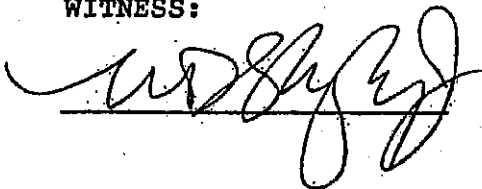
WITNESS:



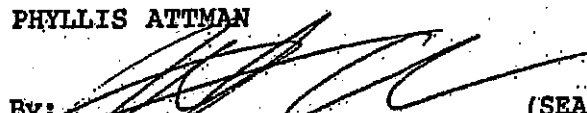
LEONARD J. ATTMAN

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 716.

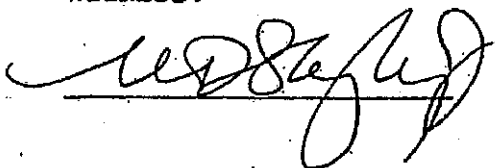
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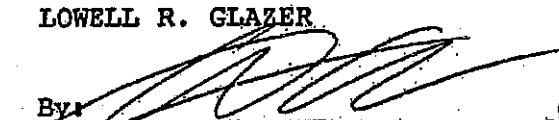
PHYLLIS ATTMAN

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 720.

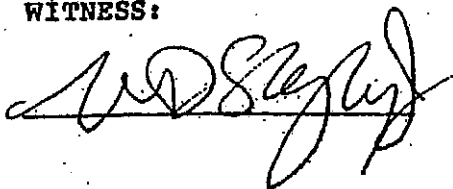
WITNESS:



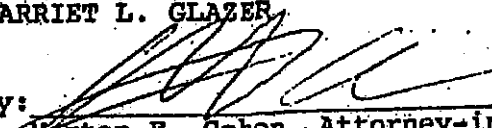
LOWELL R. GLAZER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 724.

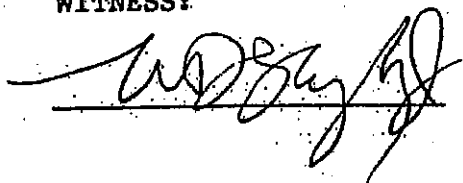
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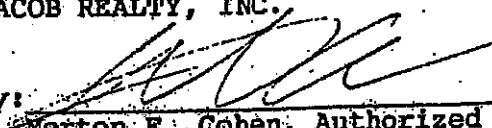
HARRIET L. GLAZER

By:  (SEAL)
Merton E. Cohen, Attorney-in-Fact
per Power of Attorney recorded
at Book 5587, folio 728.

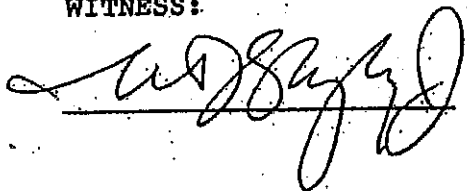
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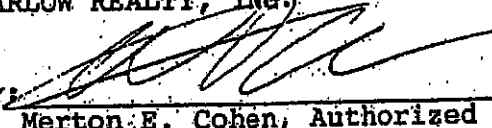
JACOB REALTY, INC.

By:  (SEAL)
Merton E. Cohen, Authorized Agent
per Appointment recorded
at Book 5587, folio 742.

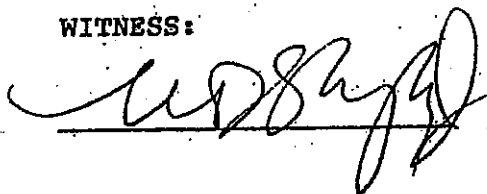
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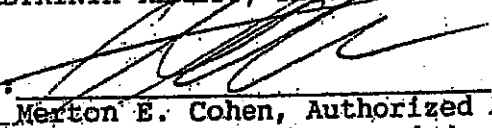
HARLOW REALTY, INC.

By:  (SEAL)
Merton E. Cohen, Authorized Agent
per Appointment recorded
at Book 5587, folio 737.

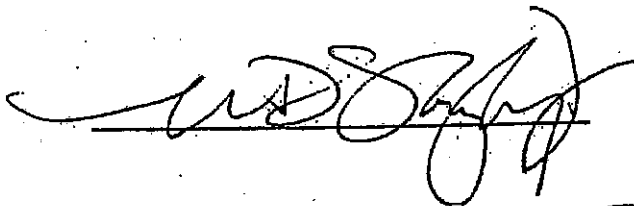
WITNESS:



LABYRINTH REALTY, INC.

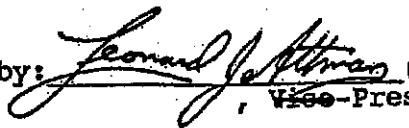
By:  (SEAL)
Merton E. Cohen, Authorized Agent
per Appointment recorded
at Book 5587, folio 732.

WITNESS:



CONTRACTOR:

FOX CHASE FACILITIES, INC.

by:  (SEAL)
Vice-President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11th day of February, 1993, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared MERTON E. COHEN, who acknowledged himself to be the attorney-in-fact for ALBERT KISHTER, FANNIE B. KISHTER, LEONARD J. ATTMAN, PHYLLIS ATTMAN, LOWELL R. GLAZER, and HARRIET L. GLAZER (collectively, the "Principals"), and authorized agent for JACOB REALTY, INC.,

LABYRINTH REALTY, INC. and HARLOW REALTY, INC. (collectively, the "Corporations"), and he further acknowledged that being authorized to do so, he executed the foregoing Deed for and on behalf of the aforesaid Principals and Corporations for the purposes herein contained.

AS WITNESS my hand and Notarial Seal.

William D. Shaughnessy, Jr.
Notary Public

My Commission Expires:

WILLIAM D. SHAUGHNESSY, JR.
Notary Public, Baltimore County,
Maryland

My Commission Expires: 9/28/94
TO WIT:

STATE OF MARYLAND, COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 1st day of February, 1993, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Leonard J. Altman, personally known to me or satisfactorily proven to me to be the person named herein, and he made oath in due form of law that he executed the foregoing instrument for the purposes therein contained on behalf of FOX CHASE FACILITIES, INC., as its duly authorized ~~Vice~~-President.

AS WITNESS my hand and Notarial Seal.

William D. Shaughnessy, Jr.
Notary Public

My Commission Expires:

WILLIAM D. SHAUGHNESSY, JR.
Notary Public, Baltimore County,
Maryland
My Commission Expires: 9/26/94

EXHIBIT A
TO DEED, AGREEMENT AND DECLARATION

1) Description of property conveyed:

Being all of that property described in Rider I attached hereto and made part of this Exhibit A.

2) Description of lots to be initially subjected to Facilities Charges and covenants as herein described:

All those areas shown and designated as numbered subdivided lots for single family townhouse buildings, (including Lot Numbers 115 - 268, inclusive,) as shown on the following plat:

Plat entitled "A Townhouses Subdivision: SECTION FOUR FOX CHASE PHASE ONE - A", consisting of twelve sheets, dated March, 1991, and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 153, Pages 17-28 as Plat Nos. 8240-8251. The property depicted on such plat being more particularly described in Rider I attach hereto and made part of this Exhibit A.

CERTIFICATION

I hereby certify that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.


WILLIAM D. SHAUGHNESSY, JR.

CLERK - After recordation
return to:

William D. Shaughnessy, Jr.
20 S. Charles Street
10th Floor-Sun Life Building
Baltimore, Maryland 21201

OUTLINE DESCRIPTION OF 21.579 ACRES
 A TOWNHOUSE SUBDIVISION
 NORTH OF B.G. & E. RIGHT-OF-WAY
 FOX CHASE, SECTION FOUR, PHASE ONE-A
 THIRD DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND

JRB/caw
 0486005D.1
 1/16/92

Beginning for the same at a point on the north side of Hospital Drive 80 feet wide, at a point designated #39 as shown on plat 3 of 12 Fox Chase, Section Four, Phase One-A, thence leaving the said north side of Hospital Drive and running with and binding on part of the outline of Plat 3 of 12 firstly mentioned above and referring the course of the description contained herein to the Maryland State Grid Meridian,

- 1.) South 89° 22' 15" East 44.83 feet, thence
- 2.) North 52° 54' 51" East 50.83 feet, thence
- 3.) North 67° 03' 07" West 138.68 feet, thence
- 4.) North 31° 10' 07" West 141.45 feet, thence
- 5.) North 30° 13' 49" East 75.31 feet, to the south side of Maryland Route 100 variable width right of way, thence running with and binding on the south side of said right of way the following five (5) courses and distances, viz;

- 6.) South 65° 37' 42" East 263.27 feet,
- 7.) North 83° 24' 28" East 81.63 feet,
- 8.) South 65° 37' 42" East 50.00 feet,
- 9.) South 56° 48' 56" East 130.54 feet,
- 10.) South 65° 37' 42" East 175.46 feet, to Point #58 thence continuing with Maryland Route 100 as aforesaid and also with part of the outline of Plat 4 of 12 Fox Chase, Section Four, Phase One-A

RIDER I to EXHIBIT A to
 Deed, Agreement and Declaration, 4 pages

Fox Chase
0486005D.1

2

January 16, 1992

- 11.) South 65° 37' 42" East 298.41 feet, thence
- 12.) South 63° 40' 55" East 86.27 feet, to Point #65. Thence continuing with Maryland Route 100 as aforesaid and also with part of the outline of plat 6 of 12 Fox Chase, Section Four, Phase One-A,
- 13.) South 63° 40' 55" East 60.95 feet, thence
- 14.) South 65° 37' 42" East 250.00 feet, thence
- 15.) South 62° 11' 41" East 100.18 feet, to Point #1107 thence continuing with Maryland Route 100 as asforesaid and also with part of the outline of Plat 7 of 12 Fox Chase, Section Four, Phase One-A
- 16.) South 65° 37' 42" East 300.00 feet, thence
- 17.) South 66° 57' 54" East 228.34 feet, to Point #1111 on the west right of way line of the Baltimore Gas and Electric Company transmission line recorded among the land records of Anne Arundel County, Maryland in Liber G.T.C. 1090 at Folio 355. Thence running with and binding on said west right of way line mentioned above
- 18.) South 62° 21' 42" West 610.75 feet, to Point #77 thence continuing with said right of way line and also part of Plat 8 of 12 Fox Chase, Section Four, Phase One-A
- 19.) South 62° 21' 42" West 549.68 feet, to Point #644 on the east side of Hospital Drive 80.00 feet wide, thence running with and binding on the east side of Hospital Drive as aforesaid
- 20.) North 29° 42' 46" West 100.07 feet, to point #5075 thence continuing

Fox Chase
0486005D.1

3

January 16, 1992

21.) North 29° 42' 46" West 169.09 feet, to Point #66 thence continuing with the East side of Hospital Drive as aforementioned and also with and part of outline of Plat 5 of 12, Fox Chase, Section Four, Phase One-A

22.) North 29° 42' 46" West 374.99 feet, to point #59 continuing with the East side of Hospital Drive as aforementioned and also part of the outline of Plat 4 of 12, Fox Chase, Section Four, Phase One-A

23.) North 29° 42' 46" West 193.00 feet, to Point #5452, thence continuing with The East side of Hospital Drive as aforementioned and Plat 4 of 12 and also part of Plat 3 of 12, Fox Chase, Section Four, Phase One-A

24.) 481.31 feet, along the arc of a curve to the left having a radius of 1140.00 feet, being subtended by a chord bearing of North 41° 48' 29" West 477.74 feet, to the point of beginning

CONTAINING 21.579 acres of land more or less.

BEING part of those parcels of land which by deed dated January 28, 1964, and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1727 at Folio 514, were granted and conveyed by Welsh Homes, Incorporated, to Phyllis Realty, Inc., Harriet Realty, Inc., and Fran Realty, Inc.

BEING also part of those Parcels of Land which by deed dated March 25, 1971, and recorded among the aforementioned Land Records in Liber M.S.H. 2395 at Folio 454, were granted and conveyed by Fran Realty, Inc., Phyllis Realty, Inc., and Harriet Realty, Inc.,

Fox Chase
0486005D.1

4

January 16, 1992

to Albert Kishter, Et. AL.

(Fran Realty, Inc., is now known as Jacob Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2189)

(Phyllis Realty, Inc., is now known as Labyrinth Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2193)

(Harriet Realty, Inc., is now known as Harlow Realty, Inc., by virtue of a Merger dated September 11, 1980, and recorded among the Corporate Records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2197)

Being also part of that parcel of land which by deed dated July 15, 1974, and recorded among the aforementioned Land Records in Liber W.G.L. 2694 at Folio 472, was granted and conveyed by J. Phelps Hand, Jr., Et. Al., to Albert A. Kishter, Et. Al.

BEING also part of that parcel of land which by deed dated March 14, 1975, and recorded among the aforementioned Land Records in Liber W.G.L. 2742 at Folio 263, was granted and conveyed by the Baltimore Gas & Electric Company to Albert A. Kishter Et. Al.

BOOK 5959 PAGE 023

EXHIBIT B
TO DEED, AGREEMENT AND DECLARATION

All those areas which may shown and designated as numbered subdivided lots for single family townhouse buildings on a subdivision plat of all or any part of the property described in Rider II to this Exhibit B (which is attached hereto and incorporated by reference herein) which subdivision plat is intended to be recorded among the Plat Records of Anne Arundel County, Maryland.

1/16/92
JRB/caw
0486005D

OUTLINE DESCRIPTION OF 13.787 ACRES
A TOWNHOUSE SUBDIVISION
SOUTH OF B.G. & E. RIGHT-OF-WAY
FOX CHASE, SECTION FOUR, PHASE ONE-B
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at point #53 as shown on plat 9 of 12, Fox Chase, Section Four, Phase One, said point being on the North right-of-way line of Hospital Drive 80.00 feet wide and also being on the East side of the Baltimore Gas & Electric Company Transmission Line Right-Of-Way, thence running with and binding on the East right-of-way line of B.G. & E. mentioned above and also part of the outlines of plats 9 of 12, 11 of 12, and 12 of 12, Fox Chase, Section Four, Phase One, Unrecorded, referring the courses of the description herein to the Maryland State Grid Meridian,

1.) North $62^{\circ} 21' 42''$ East 1250.13 feet, to point #1113 on the South Side of Maryland Route 100 variable width right-of-way, thence running with and binding on the South side of Maryland Route 100 mentioned above,

2.) South $65^{\circ} 37' 42''$ East 71.44 feet, to point #1114 thence leaving Maryland Route 100 aforementioned and running with part of the outline of Plat 12 of 12, 11 of 12, and 10 of 12, Fox Chase, Section Four, Phase One

3.) South $26^{\circ} 01' 32''$ West 1380.48 feet, to point #1200 on the North side of Hospital Drive 80.00 feet wide, thence running with and binding on the North side of Hospital Drive,

RIDER II to EXHIBIT B
To Deed, Agreement and Declaration (3 pages)

(1)

Fox Chase
0486005D

2

January 16, 1992

4.) 38.95 feet, along the arc of a curve to the left having a radius of 1362.01 feet, being subtended by a chord bearing of North 39° 30' 01" West 38.94 feet, thence

5.) North 40° 18' 53" West 180.49 feet, thence

6.) North 38° 06' 19" East 0.19 feet, thence still with Hospital Drive as aforesaid, and part of the outline of Plat 9 of 12, Fox Chase, Section Four, Phase One

7.) North 40° 17' 55" West 476.69 feet, thence

8.) 197.34 feet, along the arc of a curve to the right having a radius of 1460.00 feet, being subtended by a chord bearing of North 36° 25' 35" West 197.19 feet, to the point of beginning,

CONTAINING 13.787 acres of land, more or less.

BEING part of those parcels of land which by deed dated January 28, 1964, and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1727 at Folio 514, were granted and conveyed by Welsh Homes, Incorporated, to Phyllis Realty, Inc., Harriet Realty, Inc., and Fran Realty, Inc.

BEING also part of those Parcels of Land which by deed dated March 25, 1971, and recorded among the aforementioned Land Records in Liber M.S.H. 2395 at Folio 454, were granted and conveyed by Fran Realty, Inc., Phyllis Realty, Inc., and Harriet Realty, Inc., to Albert Kishter, Et. AL.

(Fran Realty, Inc., is now known as Jacob Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the

Fox Chase
0486005D

3

January 16, 1992

PABADENA, MARYLAND

corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2189)

(Phyllis Realty, Inc., is now known as Labyrinth Realty, Inc., by virtue of a merger dated September 11, 1980, and recorded among the corporate records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2193)

(Harriet Realty, Inc. is now known as Harlow Realty, Inc., by Virtue of a Merger dated September 11, 1980, and recorded among the Corporate Records of the Maryland State Department of Assessments and Taxation in Liber F2485 at Folio 2197).

Being also part of that parcel of land which by deed dated July 15, 1974, and recorded among the aforementioned Land Records in Liber W.G.L. 2694 at Folio 472, was granted and conveyed by J. Phelps Hand, Jr., Et. Al., to Albert A. Kishter, Et. Al.

BEING also part of that parcel of land which by deed dated March 14, 1975, and recorded among the aforementioned Land Records in Liber W.G.L. 2742 at Folio 263, was granted and conveyed by the Baltimore Gas & Electric Company to Albert A. Kishter Et. Al.

AFTER RECORDATION, RETURN TO:

**W. D. SHAUGHNESSY, JR., ESQ.
SUN LIFE BLDG., 10th FLOOR
20 S. CHARLES ST.
BALTIMORE, MD 21201**

(3)

FOX CHASE TOWNHOMES

DISCLOSURE STATEMENT

UNDER MARYLAND HOMEOWNERS ASSOCIATION ACT

Maryland law requires that any prospective initial purchaser of a lot in a development containing more than 12 lots be provided with certain information and given certain documents relating to the development, within seven calendar days of the date the buyer and seller enter into a contract of sale. This Disclosure Statement is designed to convey the information required by law.

(1) (A) The name, address and telephone number of the Declarant is:

Albert Kishter
Fannie B. Kishter
Leonard J. Attman
Phyllis Attman
Lowell G. Glazer
Harriet L. Glazer

Jacob Realty, Inc.
Labyrinth Realty, Inc.
Harlow Realty, Inc.

all in care of

Crown Realty Developments
20 S. Charles Street
2nd Floor
Baltimore, Maryland 21202
(410) 539-7117

Attention: Herbert Kishter

(1) (B) The name, address and telephone number of the Seller is:

(2) The name of the homeowners association is "Fox Chase Townhouse Association, Inc." (the "Association"). The Association will be incorporated in the State of Maryland and Mr. Herbert Kishter will be the initial Resident Agent for the Association.

(3) The development is located in Anne Arundel County, Maryland bounded to the north by Maryland Route 100, to the east by Foxwell Road, and to the south by Hospital Drive. Part One of the Fox Chase Village development is comprised of eight townhouse Lots (Lots 231-238) which are part of a larger planned townhouse

development is composed of approximately 268 Lots located on approximately 35.4 acres as shown on the plat of Section Four Fox Chase, Phase One (recorded among the Plat Records of Anne Arundel County at Plat Book _____, pages _____ through _____, as Plats _____ through _____, [the "Section Four Plat"]), which draft plats are intended to be recorded among the aforesaid Plat Records upon their finalization, all as such Plats may be from time to time amended. Pursuant to the provisions of Article VIII of the Declaration, the Declarant has the right, but not the obligation to annex additional land to the community. Such additional land includes all or any part of the property as shown on the Section Four Plat (the "Possible Expansion Property"). Under current zoning, if the project is fully expanded, it is anticipated that the Development would contain a total of 268 Lots for single family homes, all or shown on the Phase Four Plat. Attached hereto as Exhibit 1 is a sketch which depicts the approximate location of Part One of Fox Chase Townhomes (the first eight Lots shown as Lots 231-238) the balance of the Section Four Plat which is the Possible Expansion Property.

(4) It is not envisioned that the Fox Chase Townhouse Community will be part of another separate development; however, as described above, additional "Sections" and "Phases" may be annexed into the community. See Also paragraph (6A), below.

(5) As noted above, the Declarant has reserved the right to annex additional property to the development pursuant to Article VIII of the Declaration. Pursuant to Article VIII of the Declaration, such annexation should occur, if at all, within seven (7) years from the date of the recording of the Declaration.

(6) (i) A copy of the proposed Declaration, and all recorded covenants and restrictions, if applicable, relating to the development and to the Association, to which the purchaser shall become obligated on becoming an owner of the lot are attached hereto as Exhibits 2 and 3 respectively. These obligations are enforceable against an owner and the owner's tenants. A copy of the proposed Articles of Incorporation for the Association is attached hereto as Exhibit 4.

(ii) A copy of the proposed By-Laws and rules, if any, of the Association and of any other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot are attached hereto as Exhibit 5. These obligations are enforceable against an owner and the owner's tenants.

(6A) Prior to recordation of the Declaration, it is anticipated that Fox Chase Facilities, Inc., a company affiliated with Declarant, will establish a set of covenants against the Lots comprising the Property for the costs of installation of sewer and water facilities (the "Facilities Covenants"). The purpose of the Facilities Covenants is to establish a set of

annual charges against the Lots (the "Facilities Charges"), payable over 30 years, in order to defray the costs of installing sewer and water pipes, lines and connections to Lots within the Property. The Facilities Covenants will provide for the annual payment of the sum of \$360 .00 per Lot as an annual Facility Charge, payable to Fox Chase Facilities, Inc., or its successors or assigns, on the first day of January of each year, commencing January 1, 1993. The Facilities covenants and facilities charges will constitute a lien and encumbrance on the Lots, and the Facilities Charge will be the personal obligation of the owner of an improved Lot. Lot Owners will be charged a late charge of 5% of any Facilities Charge not paid within thirty (30) days of its due date, together with interest at an annual rate of 18%. Unpaid Facilities Charges may be collected by asserting a lien against the Lot in accordance with the Maryland Contract Lien Act, as well as by an action against the individual Lot Owner. A Lot owner who fails to timely pay Facilities Charges will be responsible for reasonable attorneys fees (equal to fifteen percent of the amount due) incurred in collecting past due sums.

The Facilities Covenants will be in form and substance substantially similar to the Declaration of Liens and Charges attached hereto as Exhibit 6.

(7) The Association will own and be responsible for maintaining all of the Common Area in the Fox Chase Townhouse Community. The Common Area includes all property as shown on the Plats for the community except for the separately numbered individual lots, reserved parcels, and public roads or utilities dedicated to Anne Arundel County. The Common Area includes, private roads and parking areas, recreation areas, open space and storm water management facilities (if not dedicated to and accepted by Anne Arundel County), flood plains and wetlands areas. (See Article I, Section 4 and Article VI of the Declaration.) It is not anticipated that the Association will be leasing any property.

(8) A copy of the estimated proposed annual budget for the Association for the current fiscal year (including a description of the replacement reserves for common area improvements, if any) and a copy of the projected budget for the Association based upon the development's full expansion in accordance with the expansion rights contained in the Declaration, are attached hereto as Exhibit 7.

(9) Pursuant to the provisions of Article IV of the Declaration, the Association will levy annual assessments against owners of the lots. It is anticipated that the initial assessments will be \$ _____ annually, payable in monthly installments of \$ _____ per month. For lots owned by the Declarant, the Declarant will not pay the full amount of assessments, but is obligated to pay 25% of the full assessment pursuant to Article IV, Section 3(e) of the Declaration. In addition to annual assessments, the Association is authorized to

levy special assessments upon the assent of two-thirds of each class of members of the Association. Pursuant to Article IV, Section 12 of the Declaration, upon the initial conveyance of a lot improved by a dwelling, the owners shall pay \$50.00 to the Association to establish and maintain a working capital fund.

(10) For information concerning zoning and other land use requirements affecting the development interested persons should contact: Anne Arundel County Office of Planning and Zoning, 2664 Riva Road, Annapolis, Maryland 21401, (301) 222-7453.

(11) Provisions concerning assessments are set forth in Article IV of the Declaration and provisions concerning assessments as a result of enforcement of the provisions of the Declaration are set forth in Article VII-A of the Declaration. Prospective buyers should carefully examine these articles of the Declaration. The following is a highlight of various provisions of the Declaration concerning assessments:

(i) Annual assessments commence on the first day of the month following the conveyance of the first lot in a phase to an owner (see Article IV, Section 7 of the Declaration);

(ii) After January 1 of the year immediately following the first conveyance of a lot to an owner, the Board of Directors, by a majority vote, may raise assessments up to a maximum of 10% over the preceding year; with the assent of two-thirds of each class of members, annual assessments may be increased above 10% of the preceding year's assessment (see Article VI, Section 3 of the Declaration). Additionally, upon the assent of two-thirds of each class of members of the Association, a special assessment may be levied (see Article IV, Section 4 of the Declaration);

(iii) Ordinary assessments are payable monthly to the Association, on the first day of each month (see Article IV, Section 3 of the Declaration); if an assessment is not paid when due, there is automatically assessed a late payment charge of \$25.00 and interest accrues at the rate of 18% per annum (see Article IV, Section 8 of the Declaration);

(iv) Unpaid fees and assessments are a personal obligation of the owner of a lot (see Article IV, Section 1 of the Declaration);

(v) Unpaid fees or assessments bear interest at the rate of 18% per annum (see Article IV, Section 8 of the Declaration);

(vi) Unpaid fees and assessments may be enforced by imposing a lien on a lot under the terms of the Maryland Contract Lien Act (see Article IV, Section 8 of the Declaration);

(12) Lot owners will be assessed a late charge of \$25.00 for non-payment of assessment, together with 18% interest, together with reasonable attorneys fees for collecting unpaid fees and assessments; the Association may collect these sums by asserting a lien against the lot under the provision of the Maryland Contract Lien Act and the Association may also institute a suit against the appropriate individuals for non-payment (see Article IV, Section 8 of the Declaration).

(13) At closing of the sale from the Seller to the homeowner, each homeowner will be required to pay to the Association the sum of \$50.00 as a contribution to the working capital fund for the Association (Article IV, Section 12 of the Declaration). The working capital fund is to be used to defray the start-up costs of operating the Association and to provide the Association with some initial funds.

(14) The Declaration provides for various special rights or exemptions reserved by or for the benefit of the Declarant. A brief statement of these rights or exemptions follows, however, purchasers should carefully examine the provisions of the Declarations cited:

(i) During such time as Declarant is a Class B member, Declarant has 3 votes for each lot owned and other owners as Class A members have one vote (see Article III of the Declaration);

(ii) Declarant pays only 25% of the established annual or special assessments (see Article IV, Section 3 of the Declaration);

(iii) The Declarant controls the architectural review committee for 5 years from the date of recordation of the Declaration (see Article V, Section 1 of the Declaration);

(iv) The construction performed by the Declarant is not subject to approval by the architectural review committee (see Article V, Section 1(b) and Article XIII of recordation of the Declaration (see Article V, Section 1 of the Declaration);

(v) Declarant has the right to annex additional land into the community (see Article VIII);

(vi) Declarant reserves the right to amend the Declaration to make the document acceptable to conform with the requirements of VA, FHA, FNMA and/or FHLMC (see Article XI, Section 3(b) of the Declaration);

(vii) Declarant reserves rights to use areas of the property for construction activities, and the architectural review and use restrictions of the Declaration do not apply to Declarant's activities (see Article XIII of the Declaration).

NOTICE TO TITLE EXAMINERS

- 1) THIS PLAN HAS BEEN APPROVED FOR RECORDING ONLY AND SHALL BECOME FULLY EFFECTIVE UPON RECORDING.
- 2) A UTILITY AGREEMENT HAS BEEN APPROVED AND APPROVED BY THE CITY ENGINEER AND RECORDING OFFICE. THIS PLAN IS APPROVED FOR RECORDING ONLY AND SHALL BECOME FULLY EFFECTIVE UPON RECORDING.
- 3) A UTILITY AGREEMENT HAS BEEN APPROVED AND APPROVED BY THE CITY ENGINEER AND RECORDING OFFICE. THIS PLAN IS APPROVED FOR RECORDING ONLY AND SHALL BECOME FULLY EFFECTIVE UPON RECORDING.
- 4) THIS PLAN HAS BEEN APPROVED BY THE CITY ENGINEER AND RECORDING OFFICE. THIS PLAN IS APPROVED FOR RECORDING ONLY AND SHALL BECOME FULLY EFFECTIVE UPON RECORDING.
- 5) THIS PLAN HAS BEEN APPROVED BY THE CITY ENGINEER AND RECORDING OFFICE. THIS PLAN IS APPROVED FOR RECORDING ONLY AND SHALL BECOME FULLY EFFECTIVE UPON RECORDING.

SECRETOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAN NUMBERED 12-1000 IS CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS AND ORDINANCES OF THE CITY OF WASHINGTON AND THE DISTRICT OF COLUMBIA. I HAVE REVIEWED THE PLAN AND THE RECORDS OF THE DISTRICT OF COLUMBIA AND THE CITY OF WASHINGTON AND HAVE FOUND NO OBJECTION TO THE SAME.



1. NUMBER CERTIFY THAT THE PLAN NUMBERED 12-1000 IS CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SAME IS IN ACCORDANCE WITH THE LAWS AND ORDINANCES OF THE CITY OF WASHINGTON AND THE DISTRICT OF COLUMBIA.

JOHN K. EARNS JR. AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
80 FITZGERALD HIGHWAY, PRABANDA, MARIANA ISLANDS
647-9000

BOOK PAGE

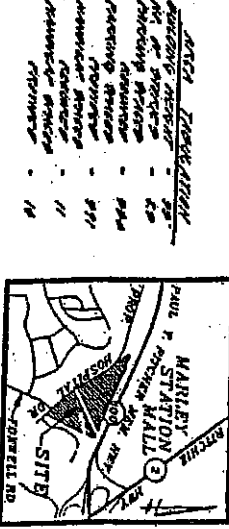
DEDICATION BY OWNERS

WE, THE UNDERSIGNED, HEREBY DEDICATE TO THE PUBLIC THE RIGHT OF WAY AND EASEMENTS SHOWN ON THE ATTACHED MAP AND PLAN, TOGETHER WITH ALL THE RIGHTS AND INTERESTS THEREIN, TO THE CITY OF WASHINGTON AND THE DISTRICT OF COLUMBIA, FOR THE PURPOSES OF THE PROJECT HEREIN DESCRIBED. WE HEREBY AGREE TO HOLD THE CITY OF WASHINGTON AND THE DISTRICT OF COLUMBIA HARMLESS FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST THEM BY ANY PERSON OR ENTITY AS A RESULT OF THE DEDICATION OF THE RIGHT OF WAY AND EASEMENTS SHOWN ON THE ATTACHED MAP AND PLAN.

NAME	DATE	WITNESS	DATE
ALBERT ASHTEW			
JAMES R. HERTON			
LEONARD J. ATTMAN			
PHILIP ATTMAN			
IRVING L. GLAZIER			
HAROLD L. GLAZIER			
JACOB BRADLEY, INC.			
HERBERT RESNER (F 21)			
LABRYNTH REALTY, INC.			
LEONARD J. ATTMAN (F 21)			
HAROLD R. GLAZIER (F 21)			
IRVING L. GLAZIER (F 21)			
PHILIP ATTMAN (F 21)			
JAMES R. HERTON (F 21)			
ALBERT ASHTEW (F 21)			

GENERAL NOTES

- 1) A TRAVELING CONSTRUCTION ESTIMATE IS REQUIRED ON ALL LOTS SHOWN ON THE PLAN. THE TRAVELING CONSTRUCTION ESTIMATE SHALL BE SUBMITTED TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FOR REVIEW AND APPROVAL. THE TRAVELING CONSTRUCTION ESTIMATE SHALL BE SUBMITTED TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FOR REVIEW AND APPROVAL.
- 2) THE TRAVELING CONSTRUCTION ESTIMATE SHALL BE SUBMITTED TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FOR REVIEW AND APPROVAL. THE TRAVELING CONSTRUCTION ESTIMATE SHALL BE SUBMITTED TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FOR REVIEW AND APPROVAL.
- 3) THE TRAVELING CONSTRUCTION ESTIMATE SHALL BE SUBMITTED TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FOR REVIEW AND APPROVAL. THE TRAVELING CONSTRUCTION ESTIMATE SHALL BE SUBMITTED TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FOR REVIEW AND APPROVAL.



VICINITY MAP
SCALE 1" = 200'

A.A. COUNTY OFFICE OF PLANNING AND ZONING
APPROVED: _____ DATE: _____
APPROVED: _____ DATE: _____
ANNE ARUNDEL CO. HEALTH DEPARTMENT
APPROVED: _____ DATE: _____

R-10 ZONING SETBACK REQUIREMENTS
FRONT - 10'
SIDE - 5'
REAR - 5'
MIN. ROADWAY - 100'

AREAL TABULATION

DESCRIPTION	AREA (SQ. FT.)	AREA (AC.)
TOTAL LOT AREA	1,234,567	28.2
TOTAL PAVED AREA	123,456	2.8
TOTAL UNPAVED AREA	1,111,111	25.4
TOTAL OPEN SPACE	111,111	2.5
TOTAL AREAL PLANTS & TREES	111,111	2.5

FOX CHASE

PROPOSED REVISION AS SUBMITTED TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FOR REVIEW AND APPROVAL. THE PROPOSED REVISION SHALL BE SUBMITTED TO THE DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FOR REVIEW AND APPROVAL.

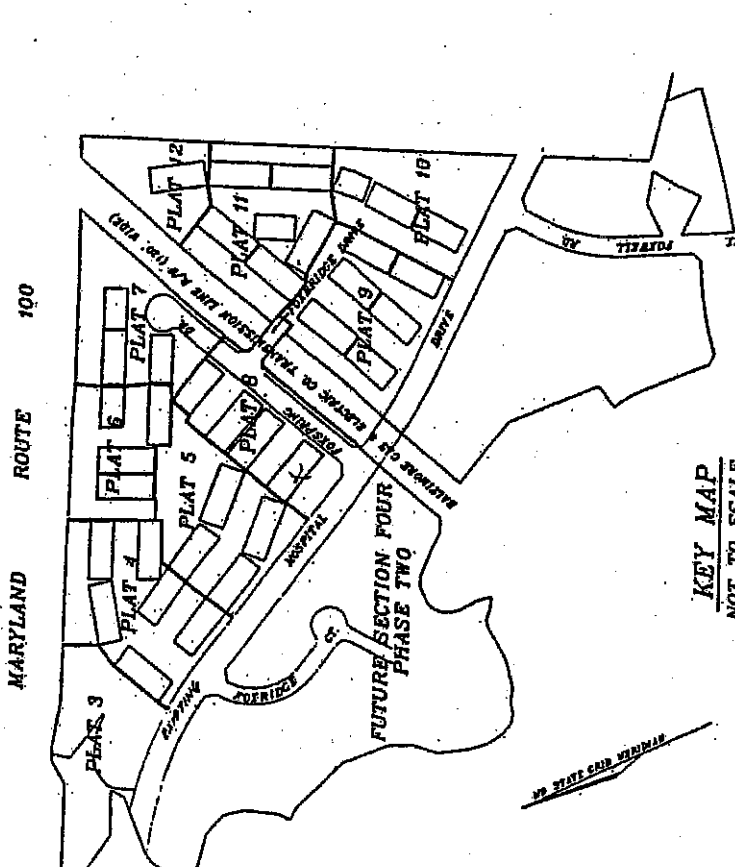


THE 1958 ZONING MAP WAS CHANGED BY THE OFFICE OF PLANNING AND ZONING ON OCTOBER 15, 1958 TO REDUCE TO 100 FEET THE REQUIRED 100 FOOT SETBACK FROM MARYLAND ROUTE 100 TO 75 FEET.

6) SITE CLEARING RESTRICTIONS: NOTE CLEARING SHALL BE LIMITED TO THE 100 FEET AND UNDERLAIN ONLY FOR THOSE AREAS DESIGNATED ON THE ZONING MAP AS "RESIDENTIAL". THE OFFICE OF PLANNING AND ZONING AND SHALL GENERALLY FOLLOW THE CONCEPT AND INTENT OF THE PLAN.

7) FIELDS: NOTE FIELDS SHOWN HEREON WERE LOCATED ACCORDING TO THE DEFINITION AT THE U.S. GEOLOGICAL SURVEY'S 1954 PUBLISHED TO FEDERAL REGISTER 33 CFR PART 326 DATED NOVEMBER 2, 1954 AND THE 1954 INTER-TIDAL REGULATORY WAS DONE DURING THE MONTH OF OCTOBER.

8) STORMWATER MANAGEMENT: NOTE IN ACCORDANCE WITH ARTICLE 21, SUBTITLE 3 OF THE ANNE ARUNDEL COUNTY CODE, A STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED WITH THIS SUBDIVISION. THE STORMWATER MANAGEMENT FACILITY SHALL BE WITH THIS SUBDIVISION AND SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS FOR ANNE ARUNDEL COUNTY CODE, APPLICABLE TO THE OFFERS OF THE SAID FACILITIES. THE MAINTENANCE OF THE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE SAID FACILITIES AND SHALL BE ACCEPTED AND MAINTAINED BY THE ZONING DEPARTMENT AND WILL BE ACCEPTED AND MAINTAINED BY THE ZONING DEPARTMENT AND WILL BE ACCEPTED AND MAINTAINED BY THE ZONING DEPARTMENT OF INSTRUCTIONS AND PERMITS AND THE PERFORMANCE SURETY BOND RELEASED.



KEY MAP
NOT TO SCALE



SUBDIVIDERS CERTIFICATE
(SEE PLAT ONE OF THESE FOR CERTIFICATION)
JOSSELYN E. CONWAY (PROFESSIONAL LAND SURVEYOR NO. 2820) DATE 6-6-82

DEDICATION BY OWNERS
(SEE PLAT ONE OF THESE FOR DEDICATION)
WE ASSENT TO AND DO HEREBY JOIN IN THIS PLAN OF SUBDIVISION

ALBERT KESTER	DATE	WITNESS	DATE
FANNIE B. KESTER	DATE	WITNESS	DATE
EDWARD J. AYTHOR	DATE	WITNESS	DATE
PHILLIS AYTHOR	DATE	WITNESS	DATE
HOWELL K. CLARK	DATE	WITNESS	DATE
HARRIET L. CLARK	DATE	WITNESS	DATE
JACOB REALTY INC.	DATE	WITNESS	DATE
HERBERT ROBERTS (P.)	DATE	WITNESS	DATE
BARNHART HEALTH INC.	DATE	WITNESS	DATE
EDWARD J. AYTHOR (PRES)	DATE	WITNESS	DATE
BARLUP HEALTH INC.	DATE	WITNESS	DATE
LORRELL K. GLASS (PRES)	DATE	WITNESS	DATE
INDEPENDENT BANKING AND TRUST COMPANY	DATE	WITNESS	DATE
WE ASSENT TO AND DO HEREBY JOIN IN THIS PLAN OF SUBDIVISION			
RANDALL W. ROBERT (TRUSTEE)	DATE	WITNESS	DATE
WILLIAM L. ROBERT (TRUSTEE)	DATE	WITNESS	DATE

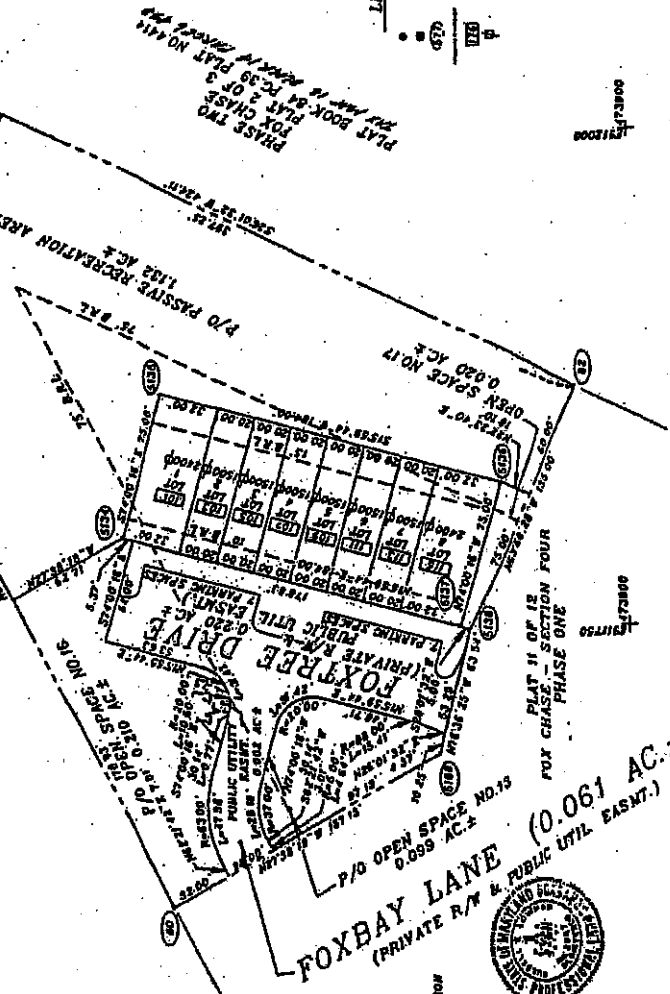
JOHN E. HARMS JR. AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
90 RITCHIE HIGHWAY, PARADENAL, M.D. 21128
647-6000

A.A. COUNTY OFFICE OF PLANNING AND ZONING
APPROVER:
GARY E. WHITE (PLANNING AND ZONING OFFICER) DATE
ANNE ARUNDEL CO. HEALTH DEPARTMENT
APPROVER:
THOMAS C. ANDREWS (HEALTH OFFICER/PUBLIC SAFETY) DATE

4 TOWNHOUSE SUBDIVISION
FOX CHASE
SECTION FOUR
PHASE ONE
PREVIOUSLY RECORDED AS SOUTHCOTE VILLAGE
PLAT BOOK 68 PAGE 10 PLAT NO. 100
TAX MAP '84 BLOCKS 2, 4, 13, 14 PARCELS 89, 90, 91 & 92
3-1/2 BLOCKS 11, 12, 13, 14 PARCELS 89, 90, 91 & 92
SCALE: 1"=40'
SUBDIVISION NO. 73-483 PLAT NO. 100
MARCH, 1981
GRAPHIC SCALE

NO.	NORTH	EAST	LINE	DIVISION	DISTANCE
1	100	100	1	1	100.00
2	100	100	2	2	100.00
3	100	100	3	3	100.00
4	100	100	4	4	100.00
5	100	100	5	5	100.00
6	100	100	6	6	100.00
7	100	100	7	7	100.00
8	100	100	8	8	100.00
9	100	100	9	9	100.00
10	100	100	10	10	100.00
11	100	100	11	11	100.00
12	100	100	12	12	100.00
13	100	100	13	13	100.00
14	100	100	14	14	100.00
15	100	100	15	15	100.00
16	100	100	16	16	100.00
17	100	100	17	17	100.00
18	100	100	18	18	100.00
19	100	100	19	19	100.00
20	100	100	20	20	100.00
21	100	100	21	21	100.00
22	100	100	22	22	100.00
23	100	100	23	23	100.00
24	100	100	24	24	100.00
25	100	100	25	25	100.00
26	100	100	26	26	100.00
27	100	100	27	27	100.00
28	100	100	28	28	100.00
29	100	100	29	29	100.00
30	100	100	30	30	100.00

ROUTE 100
 BALTIMORE GAS & ELECTRIC CO. (120 WIDE)
 TRANSMISSION LINE R.M. 1090/365
 MARYLAND (VARIABLES)
 STATE ROAD MENDIAN



FOX CHASE
 SECTION FOUR
 PHASE ONE
 PREVIOUSLY RECORDED AS SOUTHCANT VILLAGES
 PLAT BOOK 54 PAGE 16 PLAT NO. 308
 T&E MAP IN BLOCKS 7, 8, 12, 14 PARCELS 28A, 28B & 104
 344 DISTRICT A. A. COURT, MARYLAND
 SCALE: 1" = 40'
 SUBDIVISION NO. 73-482 PROJECT NO. -
 MARCH, 1981
 GRAPHIC SCALE

TOTAL NO. OF LOTS THIS PLAT - 8

AREA TABULATION	ACRES
1. TOTAL PRIVATE COURT AREA	0.281
2. TOTAL RESERVATION AREA	0.174
3. TOTAL WATER STAGE AREA	0.239
4. TOTAL OPEN SPACE	0.098
5. TOTAL AREA THIS PLAT	0.892

A.A. COUNTY OFFICE OF PLANNING AND ZONING
 APPROVER

OPINION & STATE (PLANNING AND ZONING OFFICER) DATE

ANNE ARUNDEL CO. HEALTH DEPARTMENT APPROVED

THOMAS C. SHANNON (HEALTH OFFICER/PUBLIC SYSTEMS) DATE

SURVEYORS CERTIFICATE
 SUBSCRIBED AND SWORN TO before me on this day of _____ 1981

MUSSELL E. LOFFMAN (PROFESSIONAL LAND SURVEYOR NO. 2047) DATE

DEDICATION BY OWNERS
 (SEE PLAT ONE OF THESE FOR DEDICATION)
 WE ASSENT TO AND DO HEREBY JOIN IN THIS PLAN OF SUBDIVISION

ALBERT R. BISHOP DATE WITNESS DATE

FANNIE B. BISHOP DATE WITNESS DATE

EDWARD J. STEPHAN DATE WITNESS DATE

FRANCES STEPHAN DATE WITNESS DATE

ISABEL R. CLARKE DATE WITNESS DATE

MARGARET L. CLARKE DATE WITNESS DATE

JACOB HEALTY INC. DATE WITNESS DATE

HERBERT W. HEALTY (P.R.) DATE WITNESS DATE

LAWRENCE HEALTY INC. DATE WITNESS DATE

EDWARD J. STEPHAN (P.R.) DATE WITNESS DATE

MARJOR HEALTY INC. DATE WITNESS DATE

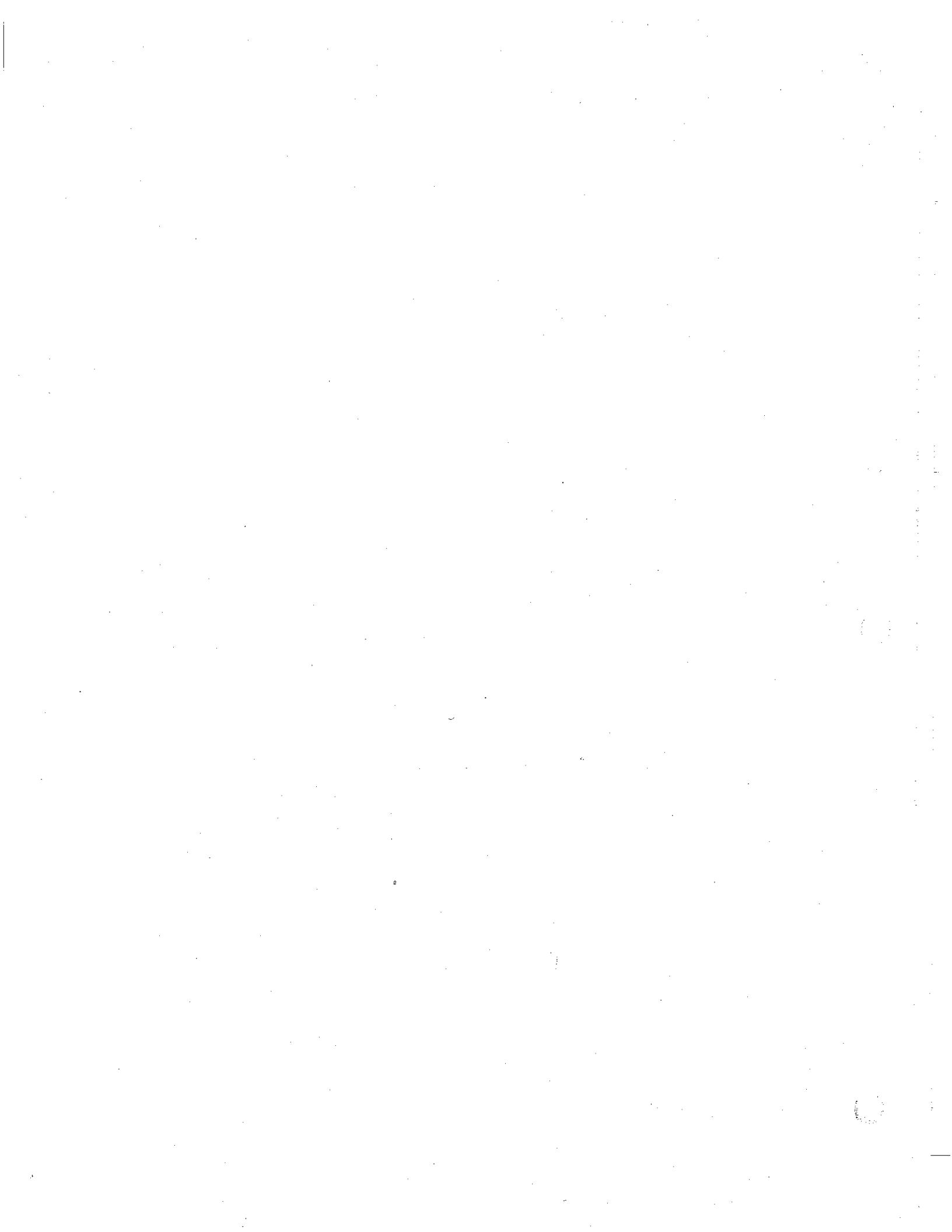
IRVING L. GLAZIER (P.R.) DATE WITNESS DATE

IRVING L. GLAZIER (P.R.) DATE WITNESS DATE

WE ASSENT TO AND DO HEREBY JOIN IN THIS PLAN OF SUBDIVISION

JOHN E. HARMES JR. AND ASSOCIATES, INC.
 CONSULTING ENGINEERS AND SURVEYORS
 50 RITCHIE HIGHWAY PASADENA, M.D. 21122
 844-9000





MD. RTE. 100 (VAR. WIDTH R/W)

CURVE DATA TABLE

NO.	NORTH	EAST	INA.	Δ	RAD.	LEN.	TAN.	CHORD
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2	327.00	100.00	100.00	90.00	157.08	157.08	157.08	214.17
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7	327.00	100.00	100.00	90.00	157.08	157.08	157.08	214.17
8	327.00	100.00	100.00	90.00	157.08	157.08	157.08	214.17
9	327.00	100.00	100.00	90.00	157.08	157.08	157.08	214.17
10	327.00	100.00	100.00	90.00	157.08	157.08	157.08	214.17

LEGEND

- IRON PIPE TO BE SET
- CONC. MONUMENT TO BE SET
- COORDINATE NO.
- PROPERTY LINE
- STREET ADDRESS
- SQUARE FOOT
- HANDICAPPED PARKING

PLAT 6 OF 12
SECTION FOUR
FOX CHASE - SECTION FOUR
PHASE ONE

A.A. COUNTY OFFICE OF PLANNING AND ZONING
APPROVED

OPEN A WHITE (PLANNING AND ZONING OFFICER) DATE
ANNE ARUNDEL CO. HEALTH DEPARTMENT
APPROVED

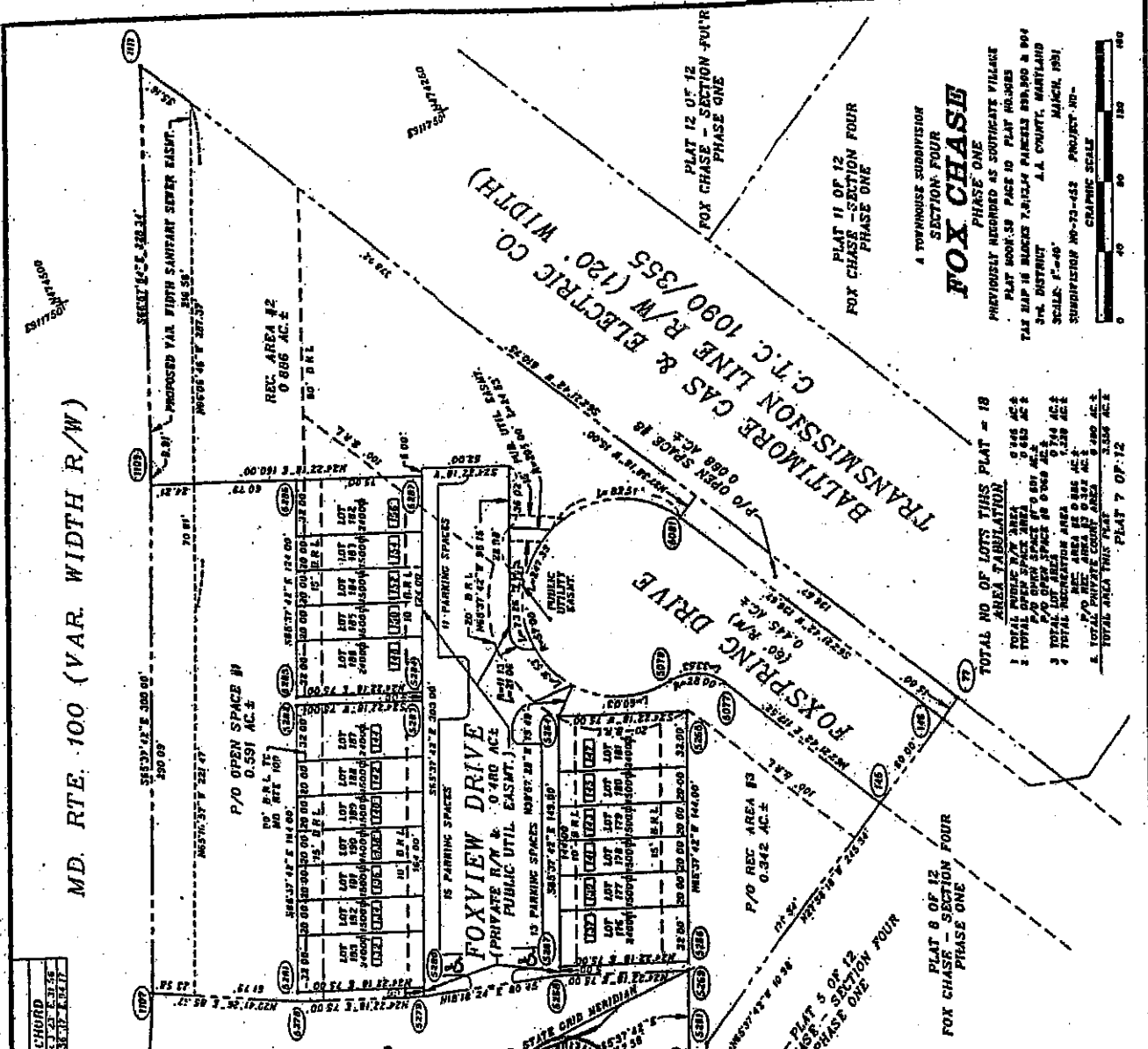
THOMAS C. HUNTER (CHAIRMAN OFFICER PUBLIC UTILITIES) DATE
SURVEYORS CERTIFICATE
REPLAT ONE OF SEVEN FOR ELIMINATION

MUSSELL & LORIAN (PROFESSIONAL LAND SURVEYOR NO. 2421)
MEDICATION BY OWNERS
KEEP PLAT ONE OF SEVEN FOR MEDICATION
WE ASSENT TO AND DO HEREBY JOIN IN THIS PLAN OF SUBDIVISION

ALBERT HILSNER DATE WITNESS DATE
FANNING P. HESHTER DATE WITNESS DATE
LEONARD J. BITTNER DATE WITNESS DATE
PHILLIS BITTNER DATE WITNESS DATE
LOVELL R. CLASER DATE WITNESS DATE
HARRIET E. CLASER DATE WITNESS DATE
JACOB REULT INC. DATE WITNESS DATE
RENEBERT KISHEN (P.P.) DATE WITNESS DATE
LADYNIGHT REALTY INC. DATE WITNESS DATE
LEONARD J. BITTNER (TRUSTEE) DATE WITNESS DATE
FANNING P. HESHTER DATE WITNESS DATE
LOVELL R. CLASER (TRUSTEE) DATE WITNESS DATE
ANNAPOLIS BANKING AND TRUST COMPANY
WE ASSENT TO AND DO HEREBY JOIN IN THIS PLAN OF SUBDIVISION

RANDALL W. ROBERT (TRUSTEE) DATE WITNESS DATE
WILLIAM A. BUSH (TRUSTEE) DATE WITNESS DATE

JOHN E. HARMS JR. AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
90 BITCHIE HIGHWAY PASADENA, MD. 21126
847-9000



TOTAL NO OF LOTS THIS PLAT = 18
AREA TABULATION

- TOTAL PUBLIC R/W AREA 0.948 AC ±
- TOTAL OPEN SPACE AREA 0.685 AC ±
- TOTAL OPEN SPACE # 9.001 AC ±
- TOTAL LOT AREA 0.600 AC ±
- TOTAL RECREATION AREA 0.744 AC ±
- TOTAL REC. AREA 0.324 AC ±
- TOTAL PRIVATE COURT AREA 0.300 AC ±
- TOTAL AREA THIS PLAT 7 OF 12 1.306 AC ±

FOX CHASE
A TOWNHOUSE SUBDIVISION
SECTION FOUR

PREVIOUSLY RECORDED AS SOUTHCATE VILLAGE
PLAT 8007.50 PAGE 10 PLAT 10.003
TAX MAP IS BLOCKS 7, 8, 12, 14 PARCELS 89A, 900 & 904
3rd DISTRICT A.A. COUNTY, MARYLAND
SCALE: 1"=40'
SUBDIVISION NO. 73-423 PROJECT NO. MARCH, 1981



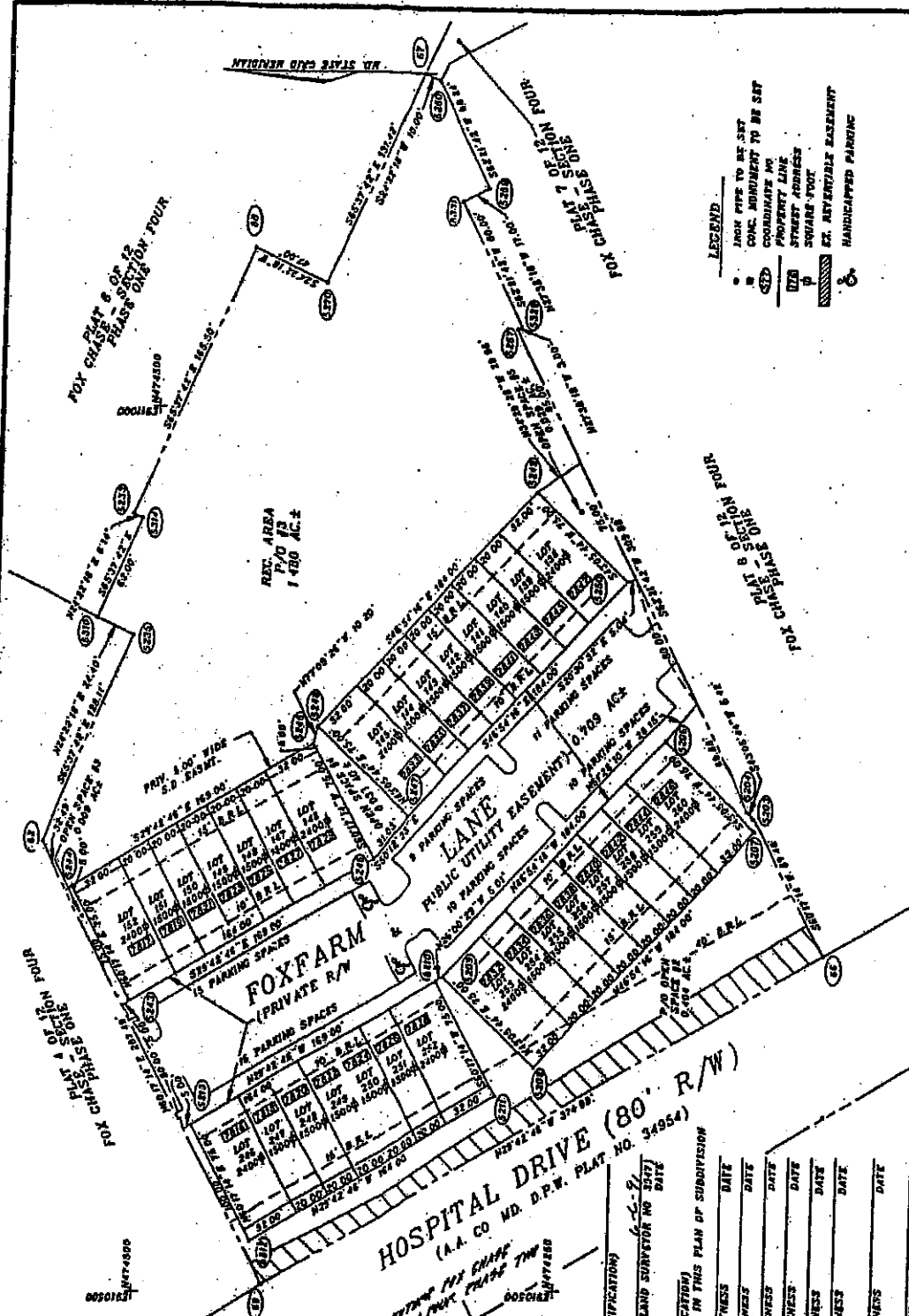
W O NO 04-06-005D

PLAT NO

PAGE

BOOK

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LEGEND

- IRON PIPE TO BE SET
- CONC. MONUMENT TO BE SET
- COORDINATE NO.
- PROPERTY LINE
- STREET ADDRESS
- SQUARE FOOT
- ET. ADJUSTABLE EASEMENT
- HANDICAPPED PARKING

FOX CHASE PHASE ONE

A TOWNHOUSE SUBDIVISION
SECTION FOUR

PREVIOUSLY ACQUIRED AS SOUTHWEST VILLAGE
PLAT BOOK 28 PAGE 16 PLAT NO. 808
TAX MAP IN BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
3-4-2 DISTRICT A.A. COUNTY, MARYLAND
SCALE 1" = 40'
SUBDIVISION NO. 73-048 - PROJECT NO. 1
MARCH, 1974

GRAPHIC SCALE

TOTAL NO. OF LOTS THIS PLAT - 30

AREA TABULATION

1. TOTAL PRIVATE CHASE AREA	0.208 AC.
2. TOTAL P.U. OVERLAP AREA	0.476 AC.
3. TOTAL P.U. OVERLAP AREA	0.476 AC.
4. TOTAL P.U. OVERLAP AREA	0.476 AC.
5. TOTAL P.U. OVERLAP AREA	0.476 AC.
6. TOTAL P.U. OVERLAP AREA	0.476 AC.
7. TOTAL P.U. OVERLAP AREA	0.476 AC.
8. TOTAL P.U. OVERLAP AREA	0.476 AC.
9. TOTAL P.U. OVERLAP AREA	0.476 AC.
10. TOTAL P.U. OVERLAP AREA	0.476 AC.
11. TOTAL P.U. OVERLAP AREA	0.476 AC.
12. TOTAL P.U. OVERLAP AREA	0.476 AC.
13. TOTAL P.U. OVERLAP AREA	0.476 AC.
14. TOTAL P.U. OVERLAP AREA	0.476 AC.
15. TOTAL P.U. OVERLAP AREA	0.476 AC.
16. TOTAL P.U. OVERLAP AREA	0.476 AC.
17. TOTAL P.U. OVERLAP AREA	0.476 AC.
18. TOTAL P.U. OVERLAP AREA	0.476 AC.
19. TOTAL P.U. OVERLAP AREA	0.476 AC.
20. TOTAL P.U. OVERLAP AREA	0.476 AC.
21. TOTAL P.U. OVERLAP AREA	0.476 AC.
22. TOTAL P.U. OVERLAP AREA	0.476 AC.
23. TOTAL P.U. OVERLAP AREA	0.476 AC.
24. TOTAL P.U. OVERLAP AREA	0.476 AC.
25. TOTAL P.U. OVERLAP AREA	0.476 AC.
26. TOTAL P.U. OVERLAP AREA	0.476 AC.
27. TOTAL P.U. OVERLAP AREA	0.476 AC.
28. TOTAL P.U. OVERLAP AREA	0.476 AC.
29. TOTAL P.U. OVERLAP AREA	0.476 AC.
30. TOTAL P.U. OVERLAP AREA	0.476 AC.

A.A. COUNTY OFFICE OF PLANNING AND ZONING

APPROVED

GREEN E. WHITE (PLANNING AND ZONING OFFICER) DATE

ANNE ARUNDEL CO. HEALTH DEPARTMENT

APPROVED

THOMAS C. ANGERER (HEALTH OFFICER/PUBLIC SYSTEMS) DATE

HOSPITAL DRIVE (80' R/W)

(A.A. CO. MD. D.P.M. PLAT NO. 34954)



SURVEYORS CERTIFICATE

SEE PLAT ONE OF THESE FOR CERTIFICATION

DEDICATION BY OWNERS

(SEE PLAT ONE OF THESE FOR DEDICATION)

WE ASSENT TO AND DO HEREBY JOIN IN THIS PLAN OF SUBDIVISION

BARBARA K. BISHOP	DATE	WITNESS	DATE
FRANCOIS E. BISHOP	DATE	WITNESS	DATE
LEONARD J. BITTMAN	DATE	WITNESS	DATE
PHYLIS BITTMAN	DATE	WITNESS	DATE
LOPEL R. CLARK	DATE	WITNESS	DATE
HAROLD L. CLARK	DATE	WITNESS	DATE
JACOB NEALTY INC.	DATE	WITNESS	DATE
HENRY R. HUBBARD	DATE	WITNESS	DATE
LAWRENCE HEALTH INC.	DATE	WITNESS	DATE
HOWARD T. ATMAN	DATE	WITNESS	DATE
MARLOW HEALTH INC.	DATE	WITNESS	DATE
LOVELLA K. CLARK	DATE	WITNESS	DATE
ANNAPOLIS BANKING AND TRUST COMPANY	DATE	WITNESS	DATE

WE ASSENT TO AND DO HEREBY JOIN IN THIS PLAN OF SUBDIVISION

ANDREWS M. ROBBY	DATE	WITNESS	DATE
WILLIAM S. MESSER	DATE	WITNESS	DATE

JOHN E. HARMIS JR. AND ASSOCIATES, INC.

CONSULTING ENGINEERS AND SURVEYORS

90 RITCHIE HIGHWAY PARADENA, MD. 21155

947-6000

**HOMEOWNERS ASSOCIATION DEPOSITORY STATEMENT
FOR FOX CHASE TOWNHOUSE ASSOCIATION, INC.**

The following information is recorded in the Homeowners Depository of the Land Records of Anne Arundel County pursuant to Maryland Homeowners Association Act, Md. Ann. Code, Real Prop. Art., Section 11-112(c) for the "Fox Chase" development located in Anne Arundel County, Maryland, for which the Fox Chase Townhouse Association, Inc. has been established. The Declarant failed to file a Depository Statement and so the Fox Chase Townhouse Association, Inc. is doing so based on the information available to it.

1. a. The name, address and telephone number of the Declarants are Albert Kishter, Fannie B. Kishter, Leonard J. Attman, Phyllis Attman, Lowell R. Glazer, Harriet L. Glazer, Jacob Realty, Inc., Labyrinth Realty, Inc., and Harlow Realty, Inc. All can be contacted in care of Crown Realty Developments, 20 S. Charles Street, 2nd Floor, Baltimore, MD 21202. 410.539.7117

b. The names and addresses of the principal officers of Jacob Realty, Inc., Labyrinth Realty, and Harlow Realty, Inc. are unknown.

2. The name of the homeowners association is the "Fox Chase Townhouse Association, Inc." and it is incorporated in the State of Maryland. The name of the original Resident Agent was Herbert Kishter, 20 S. Charles Street, 2nd Floor, Baltimore, MD 21202. The current Resident Agent is David Meltzer, Laurence Community Management, Inc., 6999 Reisterstown Rd., Suite 1, Baltimore, MD 21215.

3. Description of the "Fox Chase" development:

a. Fox Chase is located in the Third (3rd) District of Anne Arundel County, Maryland and is 35.4 acres more or less. It contains two hundred sixty eight (268) lots, as well as Open Space Areas 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10; Recreation Areas 1, 2 and 3; a Public Right of Way Area; Private Court Area and 100 Year Flood Plain Area as described in Section 4 Phase One-A Plat Number 8240; Open Space Areas 1, 2, 3, 4, 5, 6, 7 and 8; Recreation Areas Active and Passive and Private Court Area as described in Section 4 Phase One-B Plat Number 9509.

b. Declarant transferred Foxspring Drive a roadway within the development to Anne Arundel County for a public road.

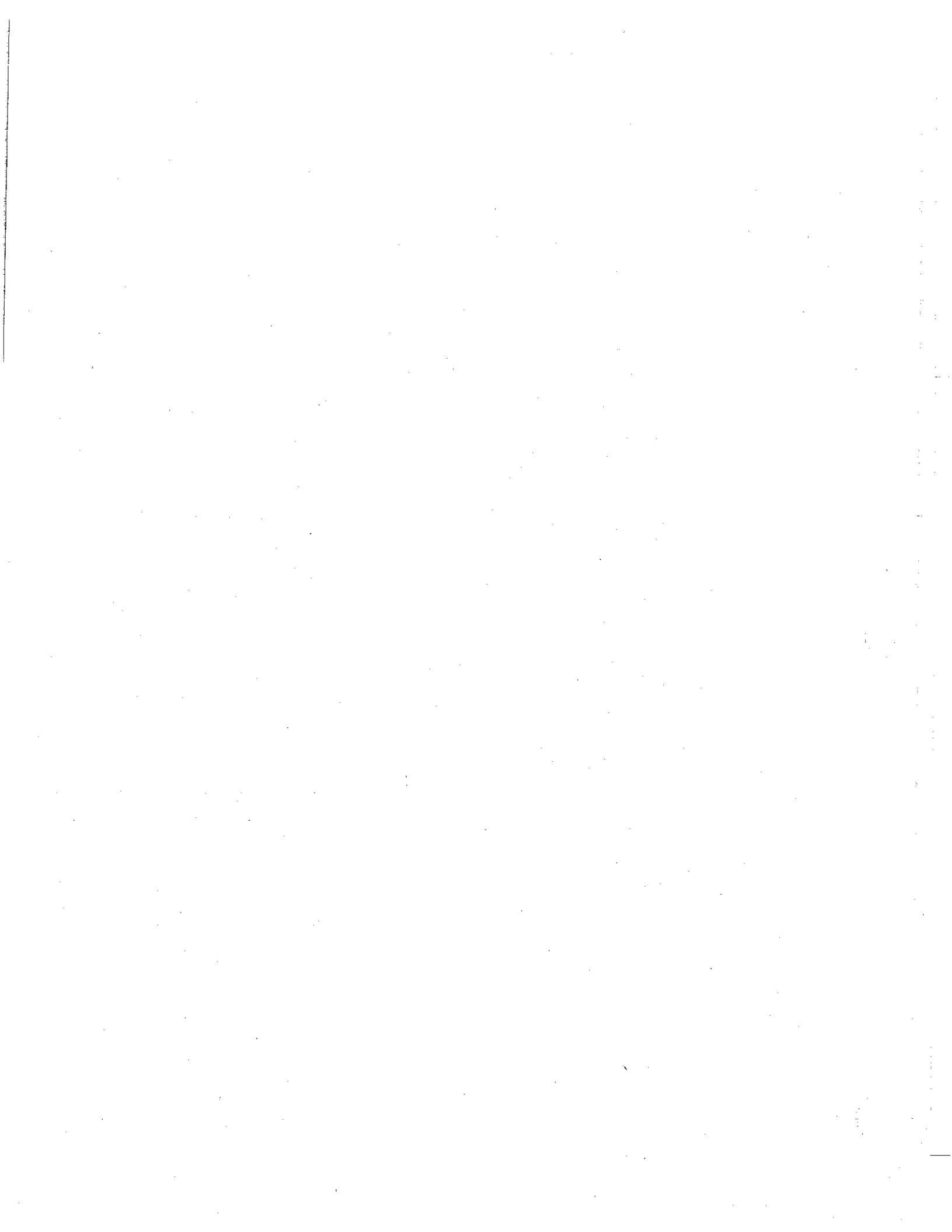
4. Fox Chase is not part of another development.

5. Declarant reserved the right to annex additional property into the development and has done so. The development is at its maximum size permitted under the "Declaration of Covenants, Conditions and Restrictions" dated February 24, 1993 and recorded in the Land Records of Anne Arundel County in Liber 5959, folio 27.

6. A copy of the following documents are attached:

RECORDING FEE 50.00
TOTAL 50.00
Rcpt # 91581
Blk # 1488
01:12 PM

RECEIVED FOR RECORD
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
2001 FEB - 9 1:13



- a. Bylaws of Fox Chase Townhouse Association, Inc.; and
- b. Fox Chase Townhouse Association, Inc. Amendment to By-Laws and Informal Action of the Board of Directors and Members.

The purchaser of a lot in Fox Chase, upon becoming an owner of lot, becomes obligated under all of the aforesaid documents and the obligations are enforceable against the owner and to some extent the owner's tenants.

7. The property to be owned, leased or maintained by Fox Chase Townhouse Association, Inc. are Open Space Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10; Recreation Areas 1, 2, 3; A Public Right of Way Area; Private Court Area and 100 Year Flood Plain Area.; all as shown on the eight (8) plats entitled "FOX CHASE - A Townhouse Subdivision Section Four Phase One-A" recorded in the Land Records of Anne Arundel County in Plat Book 153 Pages 17 through 24, as Plats Nos. 8240 through 8247 and Open Space Areas 1, 2, 3, 4, 5, 6, 7, 8; Recreation Areas Active and Passive and Private Court Area; all as shown on the six (6) plats entitled "FOX CHASE - A Townhouse Subdivision Section Four Phase One-B" recorded in the Land Records of Anne Arundel County in Plat Book 179 Pages 34 through 39, as Plats Nos. 9509 through 9514. The Association owns and maintains the following roadways- Foxchase Drive, Foxfarm Lane, Foxview Drive, Foxbridge Drive, Foxtree Drive, Foxbay Lane, Foxchase Court, Foxcove Court, and Foxmanor Lane.

8. The Property is zoned R10. Information on other land use requirements is available at the Anne Arundel County Office of Planning & Zoning, 2664 Riva Rd., 4th Floor, Annapolis MD. 21401.

9. a) Mandatory assessments for Fox Chase Townhouse Association, Inc. are levied against owners of lots upon the sale of the first lot to a third party by Declarant.

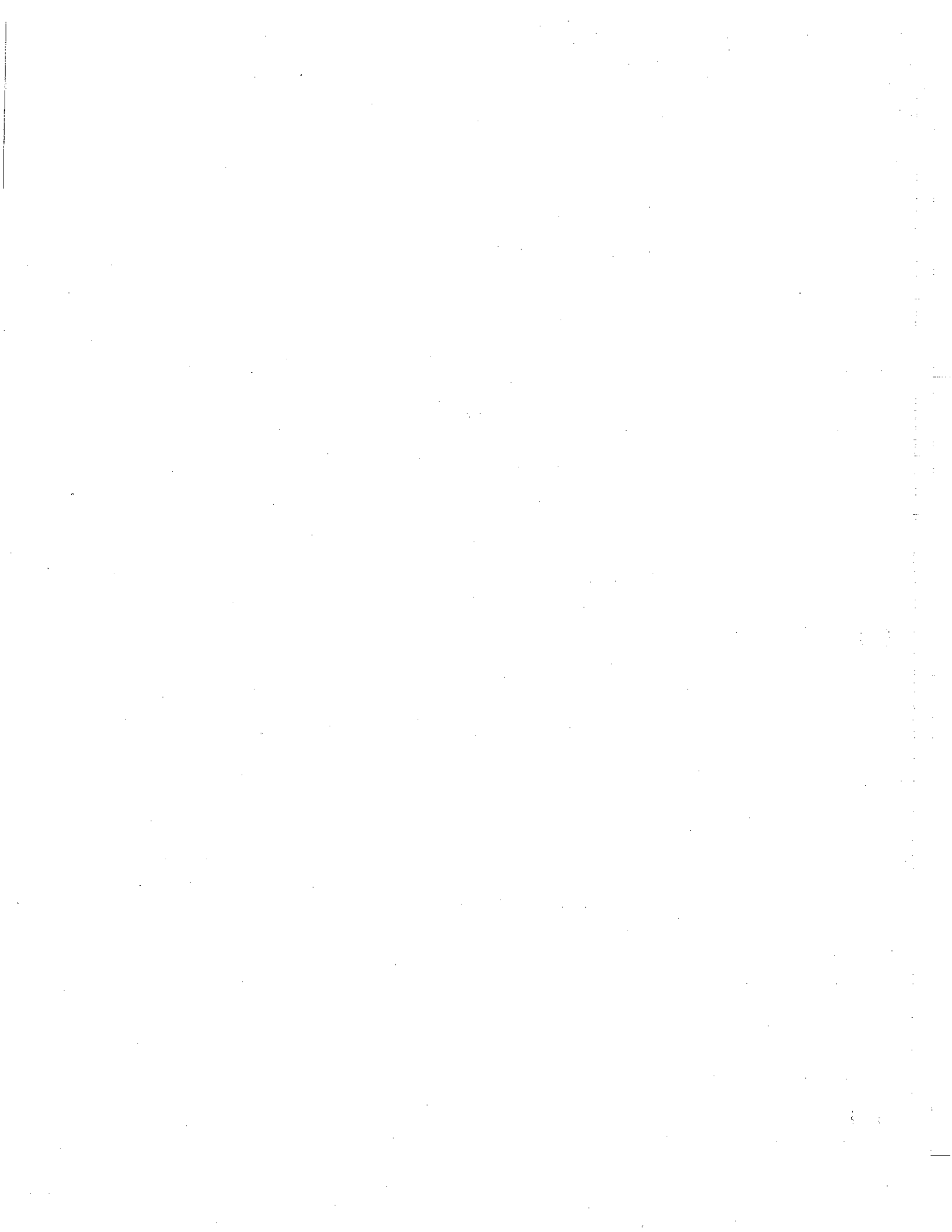
b) The Board of Directors may increase or decrease those assessments through the adoption of an annual budget.

c) The assessments shall be paid monthly and a late fee will be charged if payment is not received within ten (10) days of the date due. The assessments will be billed on a monthly basis and paid to the Association.

d) Unpaid assessments for lots are a personal obligation of the owners of the lot.

e) Unpaid assessments will bear interest at the maximum rate permitted by law, which is currently ten percent (10%).

f) Failure to pay any assessments by the owner of lot may be enforced by imposing a lien on the lot under the terms of the Maryland Contract Lien Act, Md. Ann. Code, Real Prop. Art., Section 14-201, et seq., and/or by a by an action at law against the owners personally.



g) Owners of lots will be assessed late charges and attorneys fees for the collection of unpaid assessments. In addition, suit can be brought against the individuals for failure to pay assessments.

10. a) Declarant pays only 25% of the established annual or special assessments (See Article IV, Section 3 of the Declaration);

b) Declarant controls the architectural review committee for 5 years from the date of recordation of the Declaration (See Article V, Section 1 of the Declaration);

c) The construction performed by the Declarant is not subject to approval by the architectural review committee (See Article V, Section 1 of the Declaration);

(d) Declarant had the right to annex additional land into the community (See Article VIII);

(e) Declarant reserves rights to use areas of the property for construction activities, and the architectural review and use restrictions of the Declaration do not apply to Declarant's activities (See Article XIII of the Declaration).

Fox Chase Townhouse Association, Inc.

By:


Michael Powell, President

