

COBBLESTONE**DEED AND DECLARATION OF EASEMENT**

THIS DEED AND DECLARATION OF EASEMENT, made this 4th day of October, 2006, from COBBLESTONE PROPERTIES, INC., a Maryland corporation (the "Grantor"), to COBBLESTONE PROPERTY OWNERS ASSOCIATION, INC., a Maryland non-stock corporation (the "Grantee").

WHEREAS, the Grantor is the developer of the property comprising the "Cobblestone" residential subdivision (the "Subdivision") which exists by virtue of the recordation of certain Plats among the Plat Records of Anne Arundel County in Plat Book 271, Pages 48 through 50, inclusive (Plats Nos. 14124 through 14126, inclusive); and,

WHEREAS, the Grantee is a not-for-profit, non-stock corporation, incorporated for the purpose of providing for the maintenance, preservation and architectural control of the residential lots and common areas within the Subdivision; and,

WHEREAS, the Grantor desires to create easements over portion of the land comprising the Subdivision (the "Easements") to allow the Grantee to erect and maintain (a) certain entrance features indicating the entrance to the Subdivision, (b) fencing along the public right-of-way, and (c) associated landscaping and plantings.

NOW, THEREFORE, In consideration of the sum of Ten Dollars (\$10.00) paid by the Grantees, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, establish and create the following easements and encumbrances upon the parcel of real property herein described and further declares that the respective parcel is held and shall be held, conveyed, encumbered, leased, used, occupied, affected and improved subject to the provisions hereinafter set forth, namely:

1. Declaration and Grant of Easement. Grantor does hereby create, establish and grant perpetual easements for the benefit of the Grantee, its successors and assigns, over those parcels of land described on the attached Exhibit A-1 and Exhibit B-1, and depicted on Exhibit A-2 and Exhibit B-2, respectively, for the purposes of (a) erecting and maintaining certain entrance monuments and signs indicating the entrance to the Cobblestone Subdivision (the "Entrance Improvements"), (b) fencing along the public right-of-way (the "Fencing"), and (c) associated landscaping and plantings, and (c) associated landscaping and plantings (the "Landscaping").

2. Construction and Cost of Construction; Maintenance. Grantee shall have the right to erect the Entrance Improvements and Fencing, and install the Landscaping, at Grantee's sole cost, in accordance with the specifications and standards prescribed by the proper agency or agencies of the government of Anne Arundel County, Maryland, and Grantee shall be solely

NO TAXES INVOLVED

CONTROLLER
TAX DIVISION

RIGHT OF WAY, and 20.00
RECORDING FEE 20.00
TOTAL 40.00
Rest # 71681
Rest # 1055
Oct 26 2006 09:22 AM

2006 OCT - 6 A 9:2
RECEIVED FOR RECORD
COUNTY FOR A. COUNTY

40

responsible for the maintenance and repair, as necessary, of the Entrance Improvements, Fencing and Landscaping.

3. Non-Interference. The owners of those Lots encumbered by the Easements, and their subsequent successors and/or assigns, shall not take any action or fail to take any action which would, in any manner, interfere with the use of the Easement created hereby for the benefit of the Grantee, its successors and assigns.

4. Binding Effect; Perpetuity. The covenants herein contained shall run with the land and shall be binding upon the owners of the property encumbered by the Easements and shall inure to the benefit of the Grantee, and its successors and assigns, in perpetuity.

5. Applicable Law. This Deed and Declaration of Easement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to the principles of conflicts of laws effective therein.

IN WITNESS WHEREOF, the Grantor has caused this Deed and Declaration of Easement to be executed on its behalf, by its duly authorized officer, as of the day and year first written above.

WITNESS the execution hereof on behalf of the Grantor by its duly authorized President:

WITNESS:

COBBLESTONE PROPERTIES, INC.
a Maryland corporation

Dona K. Begun

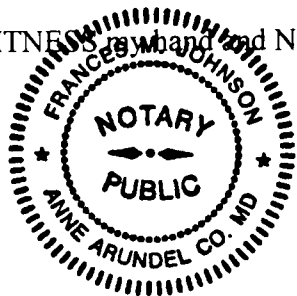
By: [Signature] (SEAL)
Gary W. Koch, President

[Notarial Acknowledgment Appears on Following Page]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2d day of October, 2006, before me, a Notary Public of the State of Maryland, personally appeared GARY W. KOCH, personally known to me (or satisfactorily proven), who acknowledged himself to be the President of COBBLESTONE PROPERTIES, INC., a Maryland corporation (the "Corporation"), and that he, as such Officer, being authorized to do so, executed the foregoing instrument on behalf of the Corporation, for the purposes therein contained, by signing the name of the Corporation by himself as President.

WITNES my hand and Notarial Seal.



Frances M. Johnson
Notary Public
My Commission Expires: 5-1-2009

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

James C. Praley

After recordation, please return to:

James C. Praley, Esquire
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
Post Office Box 1330
Glen Burnie, Maryland 21060

G:\GWK\Cobblestone\HOA\Sign & Landscape Easement



EXHIBIT "A-1"

303 Najoles Road - Suite 114
Millersville, MD 21108-2512

Phone: 410-987-6901
Fax: 410-987-0589

August 24, 2006

**DESCRIPTION OF A VARIABLE WIDTH LANDSCAPE AND FENCE
EASEMENT
THROUGH A PART OF LOTS 34 THRU 41 AND LOT 43
COBBLESTONE
3RD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND**

BEGINNING FOR THE SAME at a point along the east side of Waterford Road, Maryland Route 648, said point marking the southwest corner of Lot 34 and also known as Coordinate Point No. 19 as shown on the Plat titled "**Plat Three of Three, Cobblestone**" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 271, Page 50, Plat No. 14126; thence leaving said point of beginning, so fixed, and running with and binding along the first mentioned east side of Waterford Road

- 1.) North 09 degrees 07 minutes 14 seconds West 340.38 feet,
- 2.) North 09 degrees 34 minutes 39 seconds West 424.01 feet,
- 3.) North 08 degrees 41 minutes 22 seconds West 68.60 feet,
- 4.) North 36 degrees 18 minutes 39 seconds East 35.36 feet to intersect the south side of Champion Lane, thence with a part of same,
- 5.) North 81 degrees 18 minutes 38 seconds East 15.00 feet, thence through a part of Lot 43 and Lot 41
- 6.) South 08 degrees 41 minutes 22 seconds East 13.28 feet,
- 7.) South 36 degrees 18 minutes 39 seconds West 28.29 feet,
- 8.) South 08 degrees 41 minutes 21 seconds East 60.16 feet,

Description of Variable Width Landscape
And Fence Easement
Cobblestone
August 24, 2006
Page 2

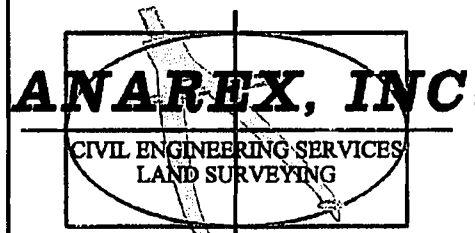
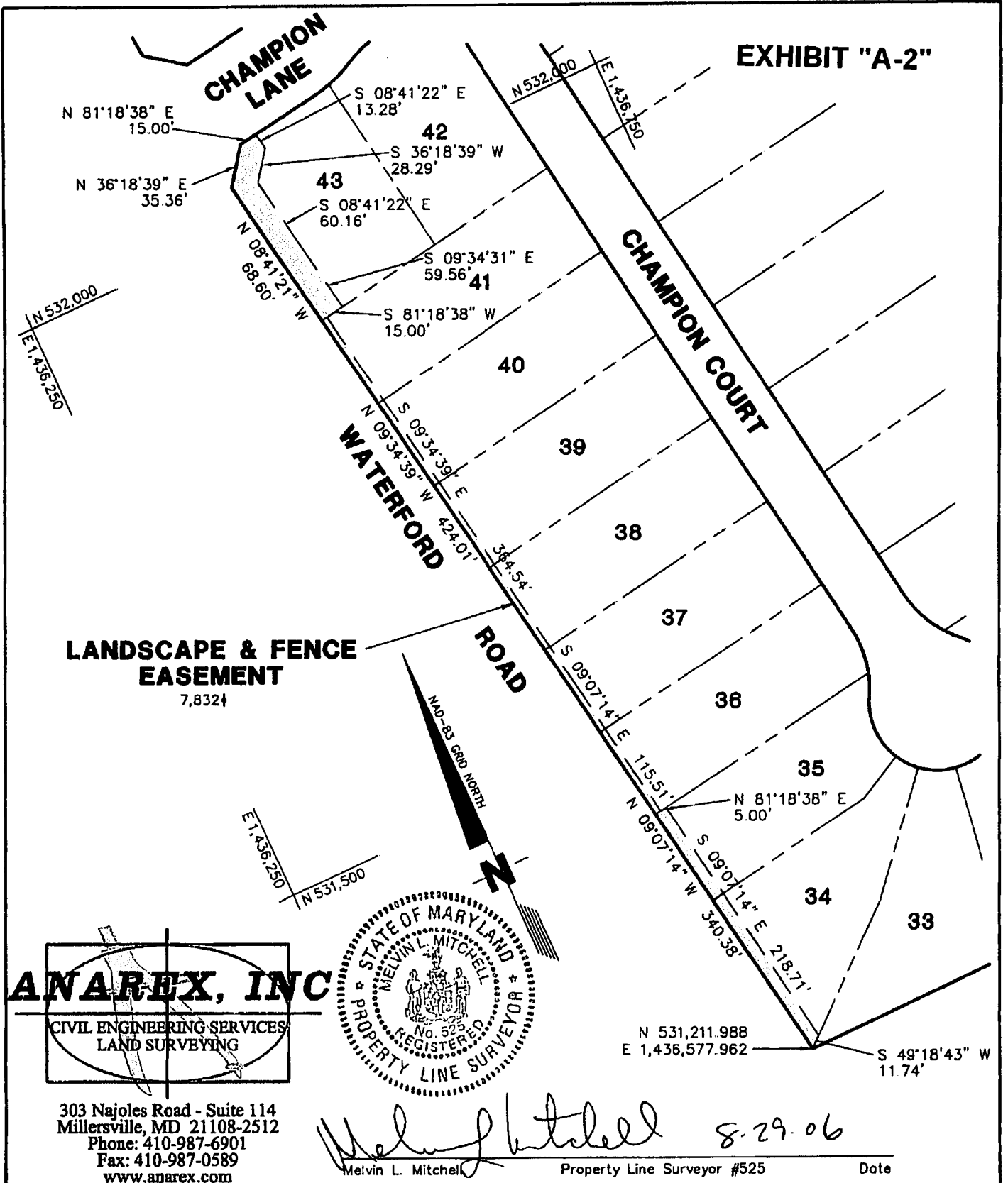
- 9.) South 09 degrees 34 minutes 39 seconds East 59.56 feet to intersect the division line between Lot 40 and Lot 41, thence with a part of said division line,
- 10.) South 81 degrees 18 minutes 38 seconds West 15.00 feet, thence continuing through a part of Lots 40, 39, 38, 37 and 36,
- 11.) South 09 degrees 34 minutes 39 seconds East 364.54 feet, and
- 12.) South 09 degrees 07 minutes 14 seconds East 115.51 feet to intersect the division line between Lot 35 and Lot 36, thence with a part of the same
- 13.) North 81 degrees 18 minutes 38 seconds East 5.00 feet, thence through Lots 35 and 34
- 14.) South 09 degrees 07 minutes 14 seconds East 218.71 feet to intersect the division line between Lot 33 and Lot 34, thence with a part of same
- 15.) South 49 degrees 18 minutes 43 seconds West 11.74 feet to the point of beginning.

Containing in all 7,832 square feet of land, more or less

BEING a proposed variable width landscape and fence easement through a part of Lots 34 through 41 and Lot 43 of the plat titled "**Plat Three of Three, Cobblestone**" as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 271, Page 50, Plat No. 14126.



EXHIBIT "A-2"



303 Najoles Road - Suite 114
 Millersville, MD 21108-2512
 Phone: 410-987-6901
 Fax: 410-987-0589
 www.anarex.com

Melvin L. Mitchell 8-29-06
 Melvin L. Mitchell Property Line Surveyor #525 Date

DRAWN BY: J.R.S. TRACED BY: CHECKED BY: M.L.M. DRAWING NO: 1	ANNE ARUNDEL COUNTY OFFICE OF PLANNING AND ZONING	SCALE: 1"=100' DATE: AUGUST, 2006 PROJECT NO.	REVISIONS DATE BY
	COBBLESTONE LANDSCAPE & FENCE EASEMENT	APPROVED	
	THIRD DISTRICT A.A. CO., MD	CHIEF ENGINEER DATE:	



EXHIBIT "B-1"

303 Najoles Road - Suite 114
Millersville, MD 21108-2512

Phone: 410-987-6901
Fax: 410-987-0589

August 23, 2006

**DESCRIPTION OF VARIABLE WIDTH LANDSCAPE AND FENCE EASEMENT
THROUGH A PART OF LOT 1 AND LOTS 3 THRU 10
COBBLESTONE
3RD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND**

BEGINNING FOR THE SAME at a point along the east side of Waterford Road, Maryland Route 648, said point being along the western division line of Lot 1 and known as Coordinate Point No. 221 as shown on the plat titled "**Plat Two of Three, Cobblestone**" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 271, page 49, Plat No. 14125; thence leaving said point of beginning and running with and binding along the aforementioned east side of Waterford Road and with said plat,

- 1.) North 07 degrees, 17 minutes, 03 seconds West, 131.68 feet,
- 2.) North 06 degrees, 19 minutes, 02 seconds West, 134.16 feet,
- 3.) North 05 degrees, 11 minutes, 35 seconds West, 145.27 feet,
- 4.) North 04 degrees, 24 minutes, 15 seconds West 424.84 feet to Coordinate Point No. 217, thence leaving said road and running with a part of the northern boundary of Lot 10,
- 5.) North 82 degrees, 30 minutes, 10 seconds East 10.00 feet; thence through a part of Lot 10,
- 6.) South 04 degrees, 24 minutes, 15 seconds East 138.87 feet, to intersect the division line between Lot 9 and Lot 10; thence with a part of the same,
- 7.) South 83 degrees, 28 minutes, 49 seconds West 5.00 feet; thence through Lots 9,8,7,6,5,4,3 and 1 the following courses and distances,

Variable Width Landscape and Fence Easement
Cobblestone
August 23, 2006
Page 2

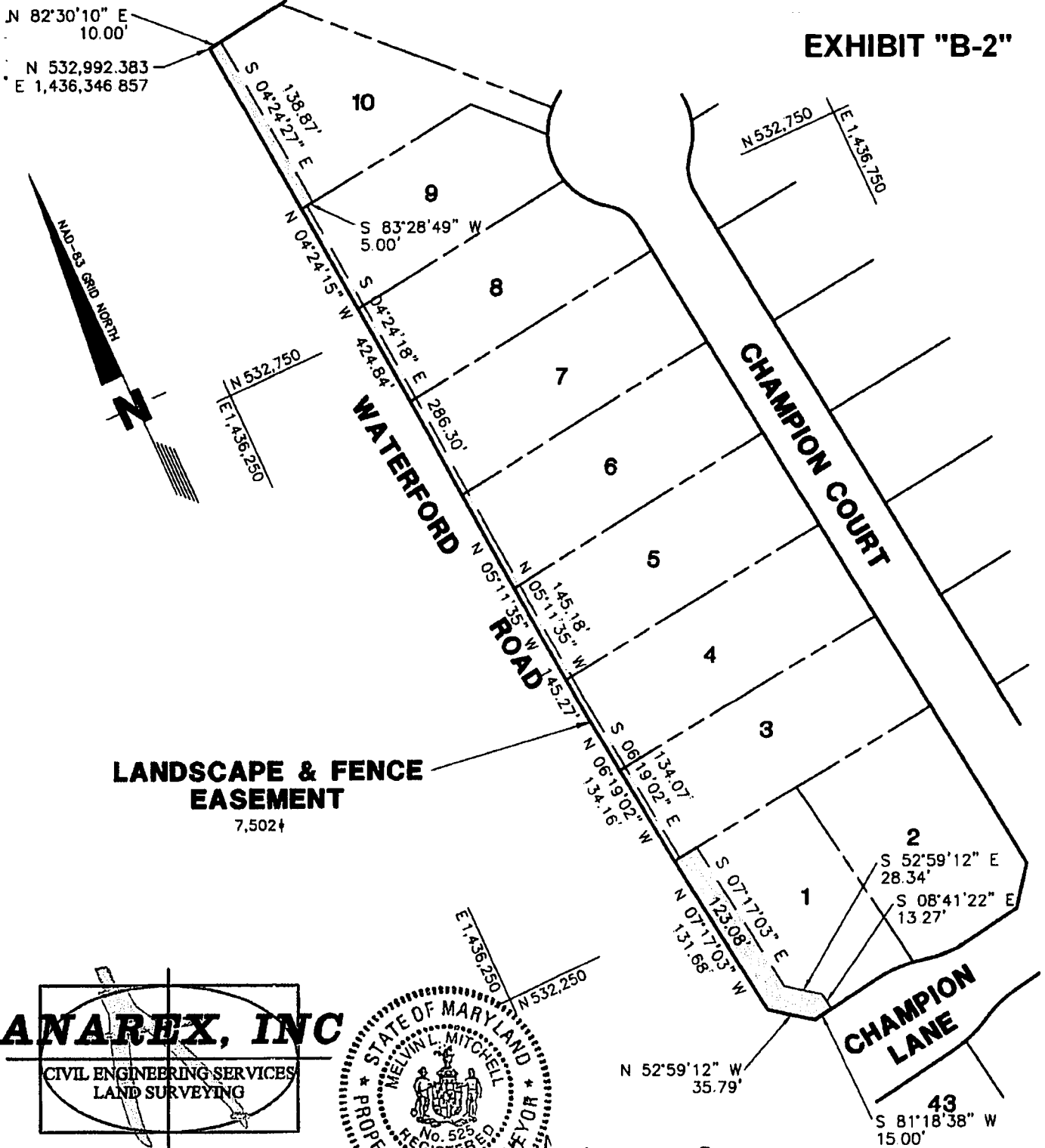
- 8.) South 04 degrees, 24 minutes, 18 seconds East 286.30 feet,
- 9.) South 05 degrees, 11 minutes, 35 seconds East 145.18 feet,
- 10.) South 06 degrees, 19 minutes, 02 seconds East 134.07 feet,
- 11.) North 83 degrees, 11 minutes, 58 seconds East 15.00 feet,
- 12.) South 07 degrees, 17 minutes, 03 seconds East 123.08 feet,
- 13.) South 52 degrees, 59 minutes, 12 seconds East 28.34 feet, and
- 14.) South 08 degrees, 41 minutes, 22 seconds East 13.27 feet to intersect the north side of Champion Lane, thence with same,
- 15.) South 81 degrees, 18 minutes, 38 seconds West 15.00 feet, and
- 16.) North 52 degrees, 59 minutes, 12 seconds West 35.79 feet to the point of beginning.

Containing in all 7,502 square feet of land, more or less.

BEING a proposed Variable Width Landscape and Fence Easement through a part of Lot 1 and Lots 3 thru 10 of the plat titled "**Plat Two of Three, Cobblestone**" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 271, page 49, Plat No. 14125.



EXHIBIT "B-2"



ANAREX, INC

CIVIL ENGINEERING SERVICES
LAND SURVEYING

303 Najoles Road - Suite 114
Millersville, MD 21108-2512
Phone: 410-987-6901
Fax: 410-987-0589
www.anarex.com



Melvin L. Mitchell

Property Line Surveyor #525

Date

8-29-06

DRAWN BY: J.R.S.
TRACED BY:
CHECKED BY: M.L.M.
DRAWING NO: 1

**ANNE ARUNDEL COUNTY
OFFICE OF PLANNING AND ZONING**

COBBLESTONE

LANDSCAPE & FENCE EASEMENT

THIRD DISTRICT A.A. CO., MD

SCALE: 1"=100'
DATE: AUGUST, 2006
PROJECT NO.

APPROVED

CHIEF ENGINEER DATE:

REVISIONS

DATE	BY

State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Anne Arundel

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.)

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	☐ Check Box if additional Intake Form is Attached.)						
	☐ Deed ☐ Deed or Trust ☐ Improved Sale ☐ Arms-Length [1]	☐ Mortgage ☐ Lease ☐ Unimproved Sale ☐ Arms-Length [2]	☒ Other Deed & ☐ Decl. of Easement ☐ Multiple Accounts ☐ Arms-Length [3]	☐ Other _____ ☐ Not an Arms-Length Sale [9]				
2	Conveyance Type Check Box							
3	Tax Exemptions (if Applicable)	Recordation State Transfer County Transfer						
Cite or Explain Authority								
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only				
		Purchase Price/Consideration	\$	Transfer Tax Consideration	\$			
		Any New Mortgage	\$	X () % =	\$			
		Balance of Existing Mortgage	\$	Less Exemption Amount	\$			
		Other:	\$	Total Transfer Tax	\$			
		Other:	\$	Recordation Tax Consideration	\$			
			X () per \$500 =	\$				
		Full Cash Value:	\$	TOTAL DUE	\$			
5	Fees	Amount of Fees		Doc. 1				
		Recording Charge	\$		\$	Agent:		
		Surcharge	\$		\$	Tax Bill:		
		State Recordation Tax	\$		\$	C.B. Credit:		
		State Transfer Tax	\$		\$	Ag. Tax/Other:		
		County Transfer Tax	\$		\$			
		Other	\$		\$			
		Other	\$		\$			
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		3		Book 271	16	186		☐ (5)
		Subdivision Name pg. 48-50		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
		Cobblestone					14124-14126	
		Location/Address of Property Being Conveyed (2)						
		Other Property Identifiers (if applicable)						
		Water Meter Account No.						
		Residential ☒ or Non-Residential ☐ Fee Simple ☐ or Ground Rent ☐ Amount: _____ Partial Conveyance ☐ No Description/Amt. of SqFt/Acreage Transferred: _____						
		If Partial Conveyance, List Improvements Conveyed:						
7	Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		Cobblestone Properties, Inc.						
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		Cobblestone Property Owners Assn. Inc.						
		New Owner's (Grantee) Mailing Address						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person				☐ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided		
		Name: Fran Johnson, agent						
		Firm: G.W. Koch Associates, Inc.						
		Address: 2661 Riva Road, Suite 220						
		Annapolis MD 21401 Phone: (410) 573-5720						
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information ☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence? ☐ Yes ☒ No Does transfer include personal property? If yes, identify: _____ ☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).						
		Assessment Use Only - Do Not Write Below This Line						
		☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification						
		Transfer Number: 20		Date Received: 20		Deed Reference:		
		Year	20	Geo.	Map	Sub	Block	
		Land		Zoning	Grid	Plat	Lot	
	Buildings		Use	Parcel	Section	Occ. Cd.		
	Total		Town Cd.	Ex. St.	Ex. Cd.			
	REMARKS:							

Space Reserved for County Validation

Space Reserved for Circuit Court Clerk Recording Validation

MR./MADAM CLERK:

PLEASE INDEX THE NAME OF EACH PARTY, AND THE SUBDIVISION NAME, IN BOTH THE GRANTOR AND GRANTEE INDEXES.

COBBLESTONE

**DECLARATION AND AGREEMENT
ESTABLISHING SEWER AND WATER
FACILITIES CHARGES**

THIS DECLARATION AND AGREEMENT, made this 28th day of April, 2006, by and between **PUBLIC SERVICE UTILITY CORPORATION**, a Maryland corporation with an address of 2661 Riva Road, Annapolis, Maryland 21401 ("Contractor"); and **COBBLESTONE PROPERTIES, INC.**, a Maryland corporation (the "Developer").

WHEREAS, Developer is the owner, in fee simple, of forty-three (43) single-family residential building lots (the "Lots") in the "Cobblestone" subdivision (the "Subdivision"), located in Anne Arundel County, Maryland.

WHEREAS, as part of the scheme of development of the Subdivision, the Lots have been or are to be provided with (a) water pipes in the streets of the Subdivision, and the physical water connection from the water pipes in the streets to each individual lot line (all of such pipes and connections being hereinafter referred to collectively as the "Water Facilities"); and, (b) sewer pipes in the streets of the Subdivision, and the physical sewer connection from the sewer pipes in the streets to each individual lot line (all of such pipes and connections being herein referred to collectively as the "Sewer Facilities") (the Water Facilities and the Sewer Facilities are sometimes referred to herein as the "Facilities"); and,

WHEREAS, the Developer has agreed with Anne Arundel County, Maryland (the "County"), pursuant to Article 13, Title 5 of the Anne Arundel County Code (2005 Edition, as amended)(the "Code"), that, in consideration of the Developer's construction directly, or by the Contractor, of the Water Facilities and the Sewer Facilities in accordance with the County's specifications at no cost to the County and upon completion, the connection of the Water Facilities to the water distribution systems of the County and the connection of the Sewer Facilities to the County sanitary sewer system, the County will not impose any charges as provided for under the Code, such charges being capital facility assessments and front foot benefit assessments; and

WHEREAS, Developer and Contractor have covenanted and agreed to establish charges upon some of the Lots whereby the cost of the construction and installation of the Water Facilities and Sewer Facilities is to be paid by the owner or owners of the Lots, their successors, personal representatives and assigns, in annual installments over a period of thirty-three (33) years, beginning July 1, 2006 and ending June 30, 2039, such payments to be referred to as "Water Facilities Charges" and "Sewer Facilities Charges" (collectively, the "Facilities Charges"); and,

WHEREAS, the maintenance after construction of said pipes and connections, insofar as they are located within the streets and easements and are not located within an individual Lot, is to be the responsibility of the appropriate governmental agencies; and,

WHEREAS, the water supplied to and used by said individual Lot owners, and sewerage disposal associated with each Lot, are to be furnished, and billed for, by Anne Arundel County, as the case may be, to said individual Lot owners from time to time, and are to be paid for as billed; and,

WHEREAS, in order to make the covenant and agreement to pay the Water Facilities Charges and Sewer Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their successors, personal representatives and assigns, the parties to this Agreement have agreed to enter into this Declaration and Agreement whereby Developer will declare that the Lots hereinafter described are subject to the covenants, agreements and charges hereinafter set forth, all as part of and in furtherance of the general scheme of development of the Lots owned by Developer in the aforesaid Subdivision.

NOW, THEREFORE, in consideration of the performance of the covenants, agreements, conditions, and charges hereinafter set forth, Contractor and Developer do hereby covenant and agree as follows:

FIRST: Developer does hereby declare that all of the following building lots are subject to the covenants, agreements, conditions and charges hereinafter set out and said covenants, agreements, conditions and charges shall be binding upon Developer, its successors and assigns, and upon all the land described as follows:

BEING KNOWN AND DESIGNATED as Lots No. 1 through 43, inclusive, as shown on the Plats entitled "Cobblestone – 43 Single Family Lots", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 271, Pages 48 through 50, inclusive (Plats Nos. 14124 through 14126, inclusive).

SECOND: Each of the Lots shall be subject to this Declaration and Agreement and the annual Water Facilities Charges and Sewer Facilities Charges, representing annual charges for the construction and installation of water pipes and sewer pipes in the streets of the Subdivision and the connection from the water pipes and sewer pipes in the streets of the Subdivision to the boundary lines of each Lot, which Water Facilities Charges and Sewer Facilities Charges shall constitute liens or encumbrances on the land with respect to which said charges are made.

THIRD: By acceptance of title of any of the land or any of the Lots described herein, the owner from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to Contractor, its successors or assigns, all charges provided for in this Declaration and Agreement, due and unpaid at the time said owner acquires title, and all charges thereafter falling due as long as said owner shall hold title of record, without the right in any event to reimbursement from Developer or Contractor for charges which said owner may pay in advance. A certificate in writing, signed by a representative of Contractor, its successors or assigns, will be given on demand to any Lot owner liable for said charges, setting forth the status of such charges with respect to the Lot in question and in reference to which an inquiry is made, and such certificate in favor of any one relying thereon to his damage shall be binding on Contractor, its successors and assigns.

FOURTH: The Water Facilities Charges and Sewer Facilities Charges shall commence on July 1, 2006, and shall continue for a period of thirty-three (33) years on an annual basis, and will terminate, except as to those charges unpaid, on June 30, 2039. All such annual charges shall be due and payable in advance on the first day of January, commencing as aforesaid. Any charges for a period of time less than a complete calendar year shall be pro rated accordingly.

FIFTH: The annual **Water Facilities Charges**, payable by the owner of each Lot during the thirty-three (33) year period shall be **Three Hundred Fifty Dollars (\$350.00) per year**. The annual **Sewer Facilities Charges**, payable by the owner of each Lot during the thirty-three (33) year period shall be **Three Hundred Fifty (\$350.00) per year**, which charge is separate from and in addition to the aforesaid Water Facility Charge. Each of the Lots subject to this Declaration and Agreement shall be liable for the annual charges, in the aggregate amount of **Seven Hundred Dollars (\$700.00)**, as set forth above.

SIXTH: All Water Facilities Charges and Sewer Facilities Charges payable in accordance with this Declaration and Agreement shall be payable to Contractor, its successors and assigns, in accordance with the billings issued from time to time by Contractor, its successors and assigns. Failure to receive a bill or statement therefore from Contractor does not, however, relieve an owner or owners of his/her/its/their liability to pay Water Facilities Charges, Sewer Facilities Charges, or interest thereon.

SEVENTH: If any such charges remain unpaid for thirty (30) days after becoming due, there shall be a late charge of one and one-half percent (1.5%) per month, beginning thirty (30) days after the charges are due. Contractor may collect the Sewer and Water Facilities Charges and applicable late charges by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. Contractor may sue, or file a bill in equity to enforce such charges, and the costs of collection including reasonable attorney's fees, against the owner of record at the time such charges became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the property. The lien established hereby shall be enforceable by Contractor, its successors and assigns, under the

Maryland Contract Lien Law, Title 14, Subtitle 2, Real Property Article, Annotated Code of Maryland, by judicial sale made pursuant to the Maryland Rules of Procedure, or any similar law or rule which may subsequently be enacted.

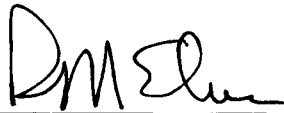
EIGHTH: No sale, lease, mortgage, disposition, or transfer of the aforesaid Lots shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions, and charges and, thereupon, all the covenants, agreements, conditions, and charges herein contained shall run with and bind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

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

IN WITNESS WHEREOF, the parties hereto have caused this Declaration and Agreement to be executed and delivered the date first above written.

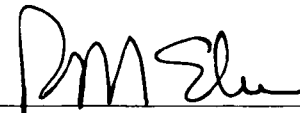
WITNESS/ATTEST:

PUBLIC SERVICE UTILITY CORPORATION
a Maryland corporation




By: _____ (SEAL)
Gary W. Koch, President

COBBLESTONE PROPERTIES, INC.
a Maryland corporation

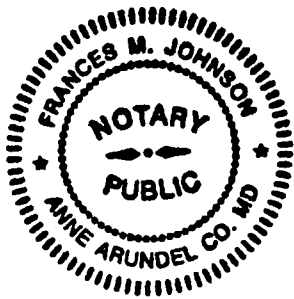



By: _____ (SEAL)
Gary W. Koch, President

STATE OF MARYLAND,
COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 28th day of April, 2006, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GARY W. KOCH, who acknowledged himself to be the President of PUBLIC SERVICE UTILITY CORPORATION (the "Corporation"), and that as such officer, being authorized so that do, he executed the foregoing instrument on behalf of the Corporation, for the purposes therein contained, by signing in my presence the name of the Corporation by himself as President.

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

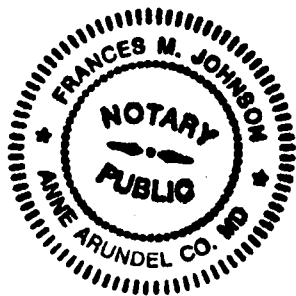


Frances M. Johnson
Notary Public
My Commission Expires: 5-1-2009

STATE OF MARYLAND,
COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 28th of April, 2006, before me, a Notary Public of the State of Maryland, personally appeared GARY W. KOCH who acknowledged himself to be the President of COBBLESTONE PROPERTIES, INC. (the "Corporation"), and that as such officer, being authorized so that do, he executed the foregoing instrument on behalf of the Corporation, for the purposes therein contained, by signing in my presence the name of the Corporation by himself as President..

WITNESS my hand and Notarial Seal.



Frances M. Johnson
Notary Public
My Commission Expires: 5-1-2009

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.


James C. Praley

After recordation, please return to:

James C. Praley, Esquire
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