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TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM ("Declaration"), made this 20th day of June, 1991, in Howard County, Maryland, by TALLES HOMES AT HOBBIT'S GLEN, INC., a Maryland corporation "Developer":

W I T N E S S E T H :

WHEREAS on November 1, 1990, NVR-Lazerov Associates, a Maryland general partnership and NVHOMES, L.P., a Virginia limited partnership (collectively, "NV") executed a Declaration of Condominium, which Declaration is recorded among the Land Records of Howard County, Maryland at Liber 2253, folio 7 (the "Original Declaration"), to which Original Declaration was attached as Exhibit B the By-Laws of Hobbit's Glen Townhouse Condominium, Inc. (the "Original By-Laws") recorded as aforesaid at Liber 2253, folio 28; and

WHEREAS, the Original Declaration and Original By-Laws encumbered certain real property described in Exhibit A the Original Declaration (the "Property"), and reserved unto NV the right to expand the condominium regime thereby created to encumber all or any part of certain real property described on Exhibit D to the Original Declaration (the "Expansion Area"); and

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WHEREAS, Developer has acquired the Property and the Expansion Area; and

WHEREAS, Developer wishes to amend and restate in their entirety the Original Declaration and Original By-Laws as hereinafter set forth; and

WHEREAS, Developer has constructed upon the Property two (2) units which structures and Property constitute a condominium pursuant to Title 11, Real Property Article, Section 11-101, et seq. of the Annotated Code of Maryland (1988 Repl. Vol.) (hereinafter the "Condominium Act"), and it is the desire and intention of Developer to divide said Property and the improvements thereon into condominium units and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, prior to the recordation hereof, NV filed for record in the Office of the Clerk of Court for the Circuit Court for Howard County, Maryland, a certain plat, hereinafter referred to as the "Condominium Plat", which plat, consisting of six (6) sheets, is recorded as Plat C.M.P. No. 9776-9781; and

WHEREAS, Developer desires and intends, by the recordation of the Condominium Plat and this Declaration, to submit the Property described on Exhibit A attached hereto, together with the improvements heretofore or hereafter constructed thereon and the appurtenances thereto, to the provisions of the Condominium Act as a condominium;

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NOW, THEREFORE, Developer hereby declares that all of the property described on Exhibit A attached hereto, together with all improvements heretofore or hereafter constructed thereon, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, including the provisions of the Amended and Restated By-Laws of the Council of Unit Owners of the condominium, attached hereto as Exhibit B and by this reference incorporated herein, all of which are declared and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominium units and common elements, and shall be deemed to run with and bind the Property, and shall inure to the benefit of and be enforceable by Developer, its successors and assigns, and any person acquiring or owning an interest in Property, including, without limitation, any person, group of persons, corporation, partnership, trust or legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

## ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words when used in this Declaration and any and all exhibits hereto, shall have the following meanings:

(a) "The Act" or "the Condominium Act" means Title 11, Section 11-101, et seq., of the Real Property Article, Annotated Code of Maryland (1988 Repl. Vol.) and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration and which are not inconsistent with the provisions hereof.

(b) "Condominium" or "the condominium project" means the property subject to this Declaration.

(c) "Unit" or "condominium unit" means a three dimensional area, as hereinafter and on the Condominium Plat more particularly described and identified, and shall include all improvements and equipment contained within that area except those excluded in this Declaration.

(d) "Common elements" means both general common elements and limited common elements, as hereinafter and on the Condominium Plat more particularly described and identified, and shall include all of the condominium except the condominium units.

(e) "Unit owner" or "owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds legal title to a unit within the condominium; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a unit owner by reason only of such interest.

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(f) "Council of Unit Owners" means all of the units owners in association with one another.

(g) "Common expenses and common profits" means, respectively, the expenses and profits of the Council of Unit Owners.

Section 2. Name. This Condominium shall be known as "TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.".

ARTICLE II

Section 1. Property Subject to Declaration. The Property which is, and shall be, held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration and the provisions of the Condominium Act is located in the County of Howard, State of Maryland, and is more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

Section 2. Condominium Plat. The Condominium Plat is incorporated herein and by this reference made a part of this Declaration.

ARTICLE III

Section 1. The Condominium Units. The general description and number of each condominium unit in the condominium, including its perimeters, approximate dimensions, approximate floor area, identifying number or letter, location and such other data as may be sufficient to locate and identify it with reasonable certainty, is set forth on the Condominium Plat.

The lower boundary of any unit in the condominium is a horizontal plane or planes, the elevation of which coincides with the elevation of the lower surface of the concrete subfloor (slab) thereof (to include the concrete subfloor and all finished flooring materials within the condominium unit), extended to intersect the lateral or perimetrical boundaries thereof. The upper surface of any unit in the condominium is a horizontal or inclined plane or planes, the elevation of which coincides with the exposed upper surface of the roof thereof (to include all joists, trusses and roofing materials within the condominium unit), extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any unit in the condominium are vertical planes which coincide with the exposed exterior surfaces of the perimeter walls thereof (if they are not party walls) and, in the case of party walls, with the centerline thereof as shown on the Condominium Plat, extended to intersect the upper and lower boundaries of the condominium unit and to intersect the other lateral or perimetrical boundaries of the condominium unit so as to include (except in the case of party walls) the perimeter walls, doors and windows, trim and other appurtenances within the condominium unit.

Section 2. Miscellaneous Provisions. If any condominium unit shall be constructed with windows which protrude beyond the confines of the lateral,



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perimetrical or horizontal boundaries of said condominium unit as hereinabove described (such windows commonly known as "bay windows" or as "skylights") or with fireplace structures or similar appurtenances which protrude beyond the confines of the lateral or perimetrical boundaries of the condominium unit as hereinabove described, then the lateral or perimetrical boundaries of that condominium unit shall be deemed to extend to include such protrusions or appurtenances and the area contained within such protrusions or appurtenances, and such protrusions or appurtenances and the area contained within such protrusions or appurtenances shall be considered as a part of that condominium unit and not as a part of the common elements.

Equipment and appurtenances located within any condominium unit and designed or installed to serve only that unit, including without limiting the generality of the foregoing, air-conditioning equipment, mechanical equipment, skylights, appliances, range hoods, , lath, furring, wallboard, plaster or plasterboard, paneling, tile, wallpaper, paint, finished flooring materials, carpets, outlets, electrical receptacles and outlets, fixtures, cabinets and the like, shall be considered a part of the condominium unit and not a part of the common elements. Equipment located outside the boundaries of any condominium unit and designed or installed to serve only one particular condominium unit, including without limiting the generality of the foregoing, furnaces, air-conditioning equipment, compressors, ducts, chutes, flues, wires, conduits, pipes, hoses, tubing and the like shall be considered a part of the condominium unit which they are designated or designed to serve and shall not be considered a part of the common elements.

Section 3. Easements. Each condominium unit shall be subject to an easement to the owners of all of the other condominium units and to the Council of Unit Owners to and for reasonable access to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, utility lines and the like, and any other common elements located within or accessible only from any particular condominium unit, and for support.

## ARTICLE IV

Section 1. Limited Common Elements. The limited common elements of the condominium are those common elements designated as such on the Condominium Plat and such other common elements as are agreed upon by all of the unit owners to be reserved for the exclusive use of one or more, but less than all of the unit owners. Any area designated on the Condominium Plat as a deck, driveway, leadwalk, or the like, and designated on the Condominium Plat as a limited common element, is reserved for the exclusive use of the owner or owners of the condominium unit or units to which it is adjacent or to which it is declared to be appurtenant by appropriate designation on the Condominium Plat.

Section 2. General Common Elements. The general common elements are the real property described on Exhibit A and all of the condominium except the condominium units and the limited common elements.

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Section 3. Covenant Against Partition. The common elements, both general and limited, shall remain undivided. No owner of any condominium unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Condominium Act.

Section 4. Easements. The common elements of the condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the unit owners; provided, however, that any portion of the common elements designated as limited common elements is reserved for the exclusive use of the owner or owners of the condominium unit or units to which it is adjacent or to which it is declared to be appurtenant by appropriate designation on the Condominium Plat.

ARTICLE V

Section 1. The Condominium Units. Each condominium unit in the condominium shall have all of the incidents of real property.

Section 2. Undivided Percentage Interests in Common Elements. Each unit owner shall own an undivided fifty percent (50%) interest in the common elements of the condominium. The undivided percentage interests in the common elements shall have a permanent character and, except as specifically provided in the Condominium Act or in this Declaration, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The undivided percentage interests in the common elements may not be separated from the condominium units to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the individual percentage interest in the common elements appertaining to such unit, whether or not such percentage interest is expressly described or mentioned.

Section 3. Percentage Interests in Common Expenses and Common Profits. Each unit owner shall have a percentage interest in the common expenses and common profits of the condominium equal to the percentage interest of each condominium unit in the common elements. The percentage interests in the common expenses and common profits shall have a permanent character and, except as specifically provided in the Condominium Act or in this Declaration, may not be changed without the written consent of all of the unit owners and the holders of all mortgages on the condominium units. The percentage interests in the common expenses and common profits may not be separated from the condominium units to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the percentage interest in the common expenses and common profits appertaining to such unit, whether or not such percentage interest is expressly described or mentioned.

Section 4. Votes. Each unit shall have one (1) vote appurtenant to it, which vote cannot be separated from the unit to which it is appurtenant.

Section 5. Voting Rights. At any meeting of the Council of Unit Owners, each

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unit owner shall be entitled to cast one vote on each question which comes before the meeting.

ARTICLE VI

Section 1. Priority of Columbia Park and Recreation Association, Inc. All property which is now or shall hereafter become subject to this Declaration shall have first been subjected to all of the terms, covenants, and conditions of the Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens Establishing Columbia Park and Recreation Association, Inc. (the "CPRA Declaration"). No amendment hereof shall be accomplished which will conflict with, contravene, or violate the terms, covenants, or conditions of the CPRA Declaration.

Section 2. Priority of Harper's Choice Community Association, Inc. All property which is now or shall hereafter become subject to this Declaration shall have also been subjected to all the terms, covenants, and conditions of the Deed, Agreement and Declaration establishing Harper's Choice Community Association, Inc. (the "Harper's Choice Declaration"). No amendment hereof shall be accomplished which will conflict with, contravene, or violate the terms, covenants, or conditions of the Harper's Choice Declaration.

Section 3. Membership in the Columbia Park and Recreation Association, Inc. Every person or entity who is a record owner of a fee or undivided fee interest in any unit within the condominium shall automatically be a member of the Columbia Park and Recreation Association, Inc., provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member, and provided further that no voting or other privileges and no assessments or charges hereinafter provided for shall be effective for any unit until such unit has first been occupied; thereafter, all voting and other privileges and all assessments and charges shall be fully effective whether such unit be occupied or not.

Section 4. Membership in the Harper's Choice Community Association, Inc. Every person or entity who is a record owner of a fee or undivided fee interest in any unit within the condominium shall automatically be a member of the Harper's Choice Community Association, Inc., provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member, and provided further that no voting or other privileges and no assessments or charges hereinafter provided for shall be effective for shall be effective for any unit until such unit has first been occupied; thereafter, all voting and other privileges and all assessments and charges shall be fully effective whether such unit be occupied or not.

Section 5. Voting Rights in the Harper's Choice Community Association, Inc. All members of the Harper's Choice Community Association, Inc. as defined in Section 4 of this Article shall have the voting rights as,provided in the Harper's Choice Declaration.

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ARTICLE VII

Section 1. Expansion - Addition of Subsequent Phases. Pursuant to the provisions of Section 11-120 of the Condominium Act, and subject to the limitations and requirements herein and therein set forth, Developer shall have the absolute right, but not the obligation, to be exercised prior to seven (7) years from the date of recording of this Declaration, to annex to the land and improvements described on Exhibit A attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, any or all of the land described on Exhibit C attached hereto and by this and other reference made a part hereof, together with any or all of the improvements heretofore or hereafter constructed thereon, as delineated in general terms on the Condominium Plat. Each such expansion or annexation shall be accomplished by the recordation among the Land Records for Howard County, Maryland of an amendment to this Declaration and to the Condominium Plat as required by the provisions of Section 11-120 of the Condominium Act. All improvements constructed pursuant to this Article VII shall be substantially similar in quality of construction to the existing condominium.

Section 2. Reallocation of Percentage Interests. Upon the recordation of any amendment to this Declaration and to the Condominium Plat, as in this Article VII contemplated, each unit owner, by operation of law, shall have an undivided percentage interest in the common elements, common expenses and common profits of the condominium determined by dividing one (1) by the total number of units in the condominium, as expanded. Upon the recordation of each such amendment to this Declaration and each such amendment to the Condominium Plat, the undivided percentage interests in the common elements, common expenses and common profits of the condominium shall, without further act required on the part of any party, be automatically reallocated in accordance with the provisions of this Section. Any deed for any condominium unit shall be delivered subject to a conditional limitation that the percentage interests appurtenant to the condominium unit shall be automatically reallocated, pro tanto, upon the recordation of each such amendment.

Section 3. Order of Expansion - Maximum Number of Units. Pursuant to the provisions of Section 11-120 of the Condominium Act, and subject to the limitations and requirements herein and therein set forth, the rights herein reserved to Developer to annex to the land and improvements described on Exhibit A attached hereto, and thereby to submit to each and every of the provisions of this Declaration and the Condominium Act, such other parcels of the land (with improvements) described on Exhibit C attached hereto and by this and other reference made a part hereof, as more fully provided for in this Article VII, may be exercised in any order or sequence and in such increments and with such configurations and areas as the Developer may from time to time consider appropriate.

The maximum number of condominium units to be added to the condominium shall be thirty-four (34).

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Section 4. Reservation of Power of Attorney. There is hereby reserved unto the Developer, an irrevocable power-of-attorney, with full power of substitution, coupled with an interest, for the purpose of reallocating the percentage interest and voting rights appurtenant to each of the condominium units in the condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article VII. Each owner and each mortgagee of a condominium unit shall be deemed to have acquiesced in amendments to this Declaration and in amendments to the Condominium Plat for the purpose of additional condominium units and common elements to the condominium as set forth above, and shall be deemed to have granted unto Developer an irrevocable power-of-attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such unit owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by Developer, its successors or assigns, to properly accomplish such amendments.

Section 5. Interpretation. Whenever in this Declaration or in any of the Exhibits hereto any reference is made to Exhibit A, such reference shall mean Exhibit A as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article. Whenever in this Declaration or in any of the Exhibits hereto any reference is made to the Condominium Plat, such reference shall mean the Condominium Plat referred to in the recitals hereof as from time to time modified, amended, superseded or supplemented pursuant to the provisions of this Article.

## ARTICLE VIII

Section 1. Expansion - Rights of Administrator of Veterans Affairs - Veterans Administration. So long as any mortgage secured on any condominium unit is guaranteed by the Department of Veterans Affairs, the rights reserved to Developer in Article VII of this Declaration may be exercised only in accordance with a plan for the total development of the condominium approved by the Secretary of Veterans Affairs. Improvements constructed upon the parcels of land described in Article VII of this Declaration shall be consistent, as to quality of construction, with the improvements constructed upon the land and premises described on Exhibit A attached hereto.

## ARTICLE IX

Section 1. Covenants for Maintenance Assessments. Each Owner of any unit within the condominium, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Council of Unit Owners, and each owner of any unit within the condominium which is subject to these covenants and restrictions by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Columbia Park and Recreation Association, Inc.: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments

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to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon, late charges, attorneys' fees and costs of collection thereof as hereinafter provided, shall be a lien upon the property against which each such assessment is made in accordance with the By-Laws. Each such assessment, together with such interest thereon, late charges, attorneys' fees and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the owner of such property at the time when the assessment fell due.

The Harper's Choice Community Association, Inc. has a right to charge members reasonable dues and to assess reasonable pro rata assessments for capital improvements in accordance with, Article IV of the Harper's Choice Declaration.

Section 2. Purpose of Assessments. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the condominium and Columbia Park And Recreation Association Inc. and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise.

Section 3. Annual Assessments. The annual assessments for the condominium shall be established in accordance with Article IX of the By-Laws attached hereto as Exhibit B.

The annual assessment for the Columbia Park and Recreation Association, Inc. shall be established in accordance with Article II of the CPRA Declaration.

Section 4. Working Capital Fund. At the time of the conveyance of each unit to an owner, each such owner shall pay to the Council of Unit Owners a non-refundable contribution to the condominium's working capital fund in an amount equal to two (2) monthly installments of the condominium's annual assessment. This payment shall be in addition to and shall not be credited toward the annual assessment due from each Owner. The working capital fund shall be used by the condominium to defray its initial and ongoing operating expenses.

## ARTICLE X

Section 1. Encroachments. If any portion of the common elements encroaches upon any condominium unit, or if in the event any condominium unit encroaches upon any other condominium unit or any common element, as a result of settlement, shifting, or the duly authorized construction or repair of any building, then a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

If any portion of the condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent

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domain proceedings, and then repaired or reconstructed as authorized in the By-Laws and the Condominium Act, then the encroachment of any portion of the common elements upon any condominium unit or any portion of the common elements due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building stands.

For all purposes incident to the interpretation of deeds, the Condominium Plat and all other instruments of title relating to any condominium unit in the condominium project, the existing physical boundaries of any condominium unit constructed or reconstructed in substantial conformity with the Declaration and the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Condominium Plat and those of any condominium unit.

Section 2. Easement to Developer. There is hereby reserved unto Developer, and to those successors and assigns of Developer to whom such rights are granted by Developer, and to their respective agents, contractors, employees and invitees, a non-exclusive easement and right-of-way over all of the common elements of the condominium for purposes of ingress, egress and regress to and from public streets, for vehicular parking and for the storage of building supplies and materials and equipment and, without limitation, for any and all purposes reasonably related to the construction, rehabilitation, renovation, repair, management, promotion, marketing and sale of the condominium and the condominium units.

Section 3. Easements for Ingress and Egress. There is hereby reserved to Developer, the successors and assigns of the Developer, and to all persons having any interest of record in title to the land and premises described on Exhibit A and Exhibit C attached to this Declaration, and to their respective agents, employees and tenants, a non-exclusive easement and right-of-way over all streets, roadways and parking areas constructed upon the general common elements of the condominium and upon the land identified in Exhibit C retained by Developer and not yet subjected to the other provisions of this Declaration, for purposes of ingress, egress and regress to and from the land and premises described on Exhibit A and Exhibit C attached to this Declaration.

## ARTICLE XI

Section 1. Duty to Maintain. Except for maintenance requirements herein or in the By-Laws imposed upon the Council of Unit Owners, the owner of each condominium unit shall, at his own expense, maintain both the interior and exterior of his condominium unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances, including, without limitation, any balcony, terrace, front stoop or steps, leadwalks, patio, driveway or the like appurtenant to such condominium unit and designated herein or in the Declaration or the Condominium Plat as a limited common element reserved for exclusive use by the owner of that particular condominium unit, and including all mechanical equipment and appurtenances located outside such unit

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which are designed, designated or installed to serve only that unit, in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his condominium unit. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, or replace any plumbing and electrical fixtures, water heaters, fireplaces, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and other equipment that may be in or declared to be appurtenant to such condominium unit. Except as otherwise required of the Council of Unit Owners in this Declaration or in the By-Laws, the owner of each condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition. Notwithstanding the foregoing, the Council of Unit Owners or its designee shall maintain driveways, leadwalks and porches appurtenant to units clean of ice and snow, and shall be authorized (but not obligated) to repair, paint and maintain the exterior surfaces of units or groups of units (including, but not limited to roof shingles, siding, windows and chimneys) and limited common elements appurtenant to units (including, but not limited to decks, patios, stoops, lead walks and driveways) as the Council or its designee deems necessary to preserve the appearance or value of the condominium or is otherwise in the best interest of the general welfare of all unit owners, and the cost of such repairs, painting and/or maintenance shall be calculated, and assessments for the same shall be allocated, among each unit or group of units to which such services were provided. All such costs related to such repair, painting and/or maintenance shall be collectible from, and enforced against, the owner of each such unit in the same manner as assessments as provided in Article IX hereof, and the Council shall not be required to provide for reserves for replacements for such items in the annual condominium budget prepared in accordance with the By-Laws.

Section 2. Windows and Doors. The owner of any condominium unit shall, at his own expense, clean and maintain both the interior and exterior surfaces of all windows of such condominium unit and shall, at his own expense, clean and maintain both the interior and exterior surfaces of all entry doors of the condominium unit, including the interior and exterior surfaces of any door leading to any terrace, fenced area, courtyard, patio or the like appurtenant to such condominium unit and designated herein or in the Declaration or the Condominium Plat as a limited common element reserved for the exclusive use of the owner of that particular condominium unit.

Section 3. Access at Reasonable Times. The Council of Unit Owners shall have an irrevocable right and an easement to enter condominium units for the purpose of making repairs to the common elements when the repairs reasonably appear necessary for public safety or to prevent damage to or devaluation of other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Council of Unit owners shall make a reasonable effort to give notice to the owner of any condominium unit to be entered for the purpose of such repairs. No entry by the Council of Unit Owners for any of the

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purposes specified in this Section may be considered a trespass and the Council of Unit Owners is held harmless for any action it may take, in good faith, in reliance upon the provisions of this Section.

Section 4. Easement for Utilities and Related Purposes. The Council of Unit Owners is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and rights-of-way over the general common elements for sewer lines, water lines, electrical cables, telephone cables, CATV cables, gas lines, storm drains, overhead or underground conduits and such other purposes related to the provision of public utilities and the like to the condominium as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and welfare of the owners of the condominium unit or Developer; provided, however, that any such grant is made pursuant to the provisions of the Condominium Act.

## ARTICLE XII

Section 1. Consents. Except to the extent permitted by law and by this Declaration, neither the unit owners, the Board of Directors nor the Council of Unit Owners shall take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on the condominium units:

(a) abandon or terminate the condominium except for abandonment or termination provided in the Condominium Act in the case of substantial damage or destruction of the condominium by fire or other casualty or in the case of a taking by condemnation or eminent domain; or

(b) modify or amend any material provision of the Declaration or the By-Laws, including, but without limitation, any amendment which would change the percentage interests of the unit owners in the common elements of the condominium, the percentage interests in the unit owners in the common expenses and common profits of the condominium or the voting rights of the unit owners; or

(c) modify the method of determining the collection of common expense assessments or other assessments as provided in the By-Laws; or

(d) partition, subdivide, transfer or otherwise dispose of any of the common elements of the condominium project; or

(e) resolve to use the proceeds of casualty insurance for any purpose other than the repair or restoration of the condominium.

## ARTICLE XIII

Section 1. Amendment. To the extent permitted by law, and except as otherwise provided in the Condominium Act, and in this Declaration, this Declaration may be amended only with the written consent of eighty percent (80%) of the unit owners listed on the current roster and the written consent of the Veteran's



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Administration, when acting as a mortgagee as defined in the Condominium Act. Any such amendment shall be effective only upon the recordation of a Declaration of Amendment among the Land Records for Howard County, Maryland.

Section 2. Termination and Waiver. To the extent permitted by law, the condominium regime established by the recordation of this Declaration and the Condominium Plat may be terminated by Deed of Termination executed by all of the unit owners and, in a manner to indicate their consent to such termination, by all persons with recorded encumbrances, including judgment lienors, on the condominium units then in the condominium, all in the manner provided in the Condominium Act. Any such termination shall be effective only upon the recordation of a Deed of Termination among the Land Records for Howard County, Maryland.

## ARTICLE XIV

Section 1. Construction and Enforcement. The provisions hereto shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of a condominium. Enforcement of these covenants and restrictions and of the By-Laws attached hereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any condominium unit to enforce any lien; and the failure or forbearance by the Council of Unit Owners or the owner of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Assignment by Developer. Any or all of the easements, rights-of-way, reservations, powers, rights and the like reserved or granted in this Declaration to Developer may be assigned or transferred by Developer, either exclusively or non-exclusively, by an instrument or instruments in writing, executed and acknowledged by the Developer, and recorded among the Land Records of Howard County, Maryland. For all purposes of this Declaration, the party or parties named in any such instrument or instruments shall have and enjoy all of the easements, rights-of-way, reservations, powers and rights of Developer therein described.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 4. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

NOT FOR RESALE MSCLOSURE

R10946.511 M
1:6/11/91

IN WITNESS WHEREOF, the said TALLES HOMES AT HOBBIT'S GLEN, INC., a Maryland corporation, has on this 20th day of June, 1991, caused these presents to be executed.

ATTEST/WITNESS

TALLES HOMES AT HOBBIT'S GLEN, INC.

By: _____
Bernard G. Robbins, President

STATE OF MARYLAND )
COUNTY OF BALTIMORE )

I HEREBY CERTIFY, that on this 20 day of June, 1991, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Bernard G. Robbins, who acknowledged himself to be the president of Talles Homes at Hobbit's Glen, Inc., a Maryland corporation (the "Corporation"), and that he, being authorized to do so, executed this Amended and Restated Declaration of Condominium for the purposes contained therein by signing on behalf of the Corporation, in my presence.

Sworn to before me this 20 day of June, 1991.

_____ (SEAL)
Notary Public

STUART C. RESNICK NOTARY PUBLIC BALTIMORE CO., MD.

My Commission Expires: STUART C. RESNICK
My Commission Expires June 1, 1994

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

_____
Charles E. Brodsky

JOINDER AND CONSENT OF TRUSTEES UNDER DEED OF TRUST

Jeffrey M. Aleshire and Gregory Vaillancourt, Trustees for the benefit of Signet Bank/Maryland under a Purchase Money Deed of Trust dated May 30, 1991



NOT FOR RESALE DISCLOSURE

and recorded among the Land Records of Howard County, Maryland in Liber 2346, folio 117, join in the execution of this Declaration for the purpose of assenting to this Declaration.

WITNESS:

_____ _____ (SEAL)
JEFFREY M. ALESHIRE

_____ _____ (SEAL)
GREGORY D. VAILLANCOURT

STATE OF MARYLAND )
~~CITY~~/COUNTY OF Balto. )

I HEREBY CERTIFY, that on this 18th day of June, 1991, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Jeffrey M. Aleshire, known to me, or satisfactorily proven to be the person whose name is subscribed to this Amended and Restated Declaration of Condominium, and who acknowledged that he executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

_____ (SEAL)
Notary Public

My Commission Expires: 7/1/95

STATE OF MARYLAND )
~~CITY~~/COUNTY OF Balto. )

I HEREBY CERTIFY, that on this 18th day of June, 1991, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Gregory Vaillancourt, known to me, or satisfactorily proven to be the person whose name is subscribed to this Amended and Restated Declaration of Condominium, and who acknowledged that he executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

_____ (SEAL)
Notary Public

My Commission Expires: 7/1/95

NOT FOR RESALE DISCLOSURE

JOINDER AND CONSENT OF SIGNET BANK/MARYLAND

The undersigned hereby authorizes and consents to the execution of this Declaration by the above Trustees.

WITNESS:

SIGNET BANK/MARYLAND

_____ By: _____ (SEAL)

STATE OF MARYLAND )
~~CITY~~/COUNTY OF Balto )

I HEREBY CERTIFY, that on this 16th day of June, 1991, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared _____, who acknowledged himself to be the _____ of Signet Bank/Maryland, a Md. Corp., and that he, being authorized to do so, executed this Amended and Restated Declaration of Condominium for the purposes contained therein by signing the _____ on behalf of the Corp., in my presence, and delivering the same to the _____.

Sworn to before me this 16th day of June, 1991.

_____ (SEAL)
Notary Public

My Commission Expires: 7/1/95

NOT FOR RESALE DISCLOSURE

EXHIBIT "A" LIBER2348 FOLIO156

DESCRIPTION
PHASE I
HOBBITS GLEN TOWNHOUSE CONDOMINIUM, INC.

All that piece or parcel of land, situate, lying and being in the 5th Election District, Howard County, Maryland, being part of that tract of land known as Parcel "A", Section 7, Area I, Village of Harper's Choice, Columbia and described in a conveyance by THE HOWARD RESEARCH AND DEVELOPMENT LAND COMPANY, a Maryland corporation to NVR-LAZEROV ASSOCIATES, a Maryland general partnership by deed dated January 29, 1988 and recorded among the Land Records of Howard County, Maryland in Liber 1788 at Folio 314, said piece or parcel also being part of those tracts of land described in a conveyance by THE HOWARD RESEARCH AND DEVELOPMENT LAND COMPANY, a Maryland corporation to NVR-LAZEROV ASSOCIATES, a Maryland general partnership, by deed dated July 7, 1989 and recorded among the aforesaid Land Records in Liber 2065 at Folio 301, said piece or parcel also being part of PARCEL A-1 as delineated on a plat of subdivision entitled "REVISION PLAT, COLUMBIA, VILLAGE OF HARPER'S CHOICE, PARCEL A-1, A RESUBDIVISION OF PARCEL A, SECTION 7, AREA 1 AND VILLAGE OF HARPER'S CHOICE, HOBBITS GLEN GOLF COURSE, LOT 7, A RESUBDIVISION OF LOT 5", 5th Election District, Howard County, Maryland and recorded among the Land Records of Howard County, Maryland as Plat No. 8551 and being more particularly described as follows:

Beginning for the same at the Northwest Corner of Parcel A-1 as shown on the aforesaid Plat No. 8551, said point also being on the most Easterly Right of Way line of Harper's Farm Road (80 feet wide R/W), thence leaving said Easterly Right of Way line of Harper's Farm Road and running with the following five Northerly outlines of Parcel A-1 as shown on Plat No. 8551

1) South 71° 52' 25" East, 36.06 feet to a point, said point being a P.C. of a curve deflecting to the right having an



SEPTEMBER 4, 1990

NOT FOR RESALE DISCLOSURE

2) Arc length of 133.09 feet = survey (133.11 feet plat), a radius of 225.00 feet and a chord bearing and distance of North 79° 42' 24" East, 131.16 feet to the P.T. of said curve, thence

3) South 83° 20' 53" East, 88.40 feet to a point; thence

4) North 64° 29' 21" East, 97.68 feet to a point; thence

5) North 34° 03' 43' East, 72.67 feet to a point; thence leaving the aforesaid Northerly outlines of Parcel A-1 and running to cross and include part of Parcel A-1 the following six courses and distances

6) South 82° 16' 39" East, 68.72 feet to a point; thence

7) South 12° 28' 11" West, 104.10 feet to a point; thence

8) North 77° 05' 22" West, 14.46 feet to a point; thence

9) South 12° 54' 38" West, 32.10 feet to a point, said point being a P.C. of a curve deflecting to the right having an

10) Arc length of 22.05 feet, a radius of 59.00 feet and a chord bearing and distance of South 23° 37' 01" West, 21.92 feet to the P.T. of said curve, thence

11) South 34° 19' 23" West, 37.40 feet to a point, said point being a point on a curve on the Southerly outline of Parcel A-1, said point being on the 95.99 feet Arc Plat line, (having a radius of 100.00 feet) of Parcel A-1, 53.21 feet measured along the arc of said curve Easterly from the P.T. of said curve, thence running with part of said curve deflecting to the left having an

12) Arc length of 53.21 feet, a radius of 100.00 feet and a chord bearing and distance of North 65° 45' 24" West, 52.58 feet to the aforesaid P.T. of said curve, thence continuing to run with the Southerly outlines of Parcel A-1 the following three courses and distances

NOT FOR RESALE DISCLOSURE

13) North 81° 00' 00" West, 163.91 feet to a point, said point being a P.C. of a curve deflecting to the left having an

14) Arc length of 110.70 feet, a radius of 175.00 feet and a chord bearing and distance of South 80° 52' 38" West, 108.87 feet to the P.T. of said curve, thence

15) South 18° 07' 35" West, 35.59 feet to a point, said point being on the Easterly Right of Way line of Harper's Farm Road (80 feet wide R/W), said point also being on the 447.21 feet Arc Plat Line of Lot 7 and Parcel A-1 (having a radius of 3829.92 feet), said point being 84.45 feet measured along the arc of said curve from the Northerly end thereof, said point also being the common front corner of Parcel A-1 and Lot 7 as shown on the aforesaid Plat No. 8551, thence running with the said Easterly Right of Way line of Harper's Farm Road and with part of said curve deflecting to the left having an

16) Arc length of 84.45 feet, a radius of 3829.92 feet and a chord bearing and distance of North 27° 07' 45" West, 84.45 feet to the P.T. of said curve, thence

17) North 27° 45' 39" West, 16.21 feet to the place of beginning, containing 33,317 square feet or 0.7649 Acres of land, more or less.

Subject to:

i. Easement for Golf Cart Path

L. 2012 F. 0704, recorded among the Land Records of Howard County, Md.

ii. Easement for Irrigation Line

L. 2012 F. 0714, recorded among the Land Records of Howard County, Md. This easement has been released pursuant to Easement for Irrigation Line, recorded among the Land Records, Howard County, Maryland L.2250 F. 1.

iii. Public Storm Drainage & Utility Easement

Plat No. 8656, recorded among the Land Records of Howard County, Md.

NOT FOR RESALE DISCLOSURE

iv. Sewer, Utility and Appurtenances Easement
Plat No. 8591, recorded among the Land Records of Howard County, Md.

v. Easement for Irrigation Line
L.2250 F.1 , recorded among the Land Records of Howard County, Md., .

vi. Water, Utility and Appurtenances Easement, Plat No. 8656 recorded among the Land Records of Howard County, Maryland.

vii. Building Restriction Lines as shown on the aforesaid Plat No. 8551.

viii. All Rights of Way, easements and covenants of record.

NOT FOR RESALE DISCLOSURE

LIBER2474 FOLIO524

57

TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.
FIRST AMENDMENT TO CONDOMINIUM DECLARATION

THIS FIRST AMENDMENT TO CONDOMINIUM DECLARATION ("First Amendment"), made this 19th day of February, 1992 by TALLES HOMES AT HOBBIT'S GLEN, INC. ("Developer").

INTRODUCTORY STATEMENT

A. By an Amended and Restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber M.D.R. No. 2348, folio 140 (the "Declaration"), Developer submitted certain property more particularly described in Exhibit A to the Declaration to a condominium regime pursuant to the Annotated Code of Maryland.

RECD FEE 8.00

B. Pursuant to Article VII of the Declaration, Developer reserved for a period of seven (7) years from the date of recording the Declaration the right to expand the Condominium by adding to it certain properties described in Exhibit C to the Declaration. A description of part of the property described in Exhibit C to the Declaration is attached hereto and made a part hereof as Exhibit A (the "Phase 2 Property").

C. Developer is the owner of the Phase 2 Property and intends to subject that property to the operation and effect of the Declaration.

RECD FEE 32.50
SURCHG 2.00

NOW, THEREFORE, this First Amendment:

ST #

#459360 C360 R02 T10:08
02/19/92

ARTICLE I

DECLARATION OF CONDOMINIUM - PHASE 2

Developer subjects the Phase 2 Property to the regime known as Talles Homes at Hobbit's Glen Condominium, Inc. and to the Declaration and Bylaws therefor, which Bylaws are recorded among the Land Records at Liber M.D.R. No. 2348, folio 160.

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

Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats prepared by Clark, Finefrock and Sackett, Inc., entitled " First Expansion, Phase 7, Plat of Condominium Subdivision, Talles Homes at Hobbit's Glen Condominium, Inc." (the "Phase 2 Condominium Plats"), which are incorporated herein by reference. The Phase 2 Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Howard County

Agricultural Transfer Tax in the
Amount of $ N/A
Signature Bonnie Best-Lee

Bonnie Best-Lee 2/19/92
By Date

32.50
2.00
34.50

NOT FOR RESALE DISCLOSURE

ARTICLE II
DESCRIPTION OF CONDOMINIUM - PHASE 2

Phase 2 of the Condominium consists of the land described in Exhibit A attached hereto and made a part hereof and the improvements erected or to be erected thereon, so that the Condominium as expanded consists of the land described in Exhibit A attached to the Declaration and the land described in Exhibit A attached hereto, and the appurtenances thereto and the improvements erected thereon or to be erected thereon.

The improvements in Phase 2 of the Condominium consist of a four (4) attached townhome condominium units and common elements situate on 0.6641 acres, more or less, all as more particularly shown on the Phase 2 Condominium Plats. The improvements are known as Nos. 5137, 5139, 5141 and 5143 Harper's Farm Road, Columbia, Maryland 21044, and shown on the Phase 2 Condominium Plats as Lots 16, 17, 18 and 19 respectively.

The entire Condominium as hereby expanded now consists of six (6) condominium units and common elements in the manner and to the extent depicted on the Condominium Plats filed with the Declaration and the Section 2 Condominium Plats filed herewith. The common elements are further subdivided into limited common elements and general common elements.

ARTICLE III

PERCENTAGE INTEREST IN COMMON ELEMENTS;
VOTES IN COUNCIL OF UNIT OWNERS

The owner of each unit in the Condominium, as expanded, shall have an equal one-sixth (1/6) undivided interest in the common elements and interest in the common expenses and common profits of the council of unit owners, and one (1) vote in the affairs of the council of unit owners.

ARTICLE IV

CONDOMINIUM PLATS

The term "Condominium Plats" as used in the Declaration and as used herein, is defined to mean the Condominium Plats filed with the Declaration and the Phase 2 Condominium Plats filed herewith.

NOT FOR RESALE DISCLOSURE

ARTICLE V

FURTHER EXPANSION

Developer reserves the right to further expand the Condominium as provided in Article VII of the Declaration.

ARTICLE VI

EFFECTIVE DATE

The amendments of the Declaration as set forth hereinabove shall be effective as of the date of recordation of this First Amendment and from and after the effective date of this First Amendment, each unit owner in the Condominium, as expanded, shall have the percentage interests in the common elements, and in the common expenses and common profits, and shall have the votes, as set forth in this First Amendment.

WITNESS the hand and seal of Developer, the day and year first above written.

WITNESS:

TALLES HOMES AT HOBBIT'S GLEN, INC.

By: (SEAL)



NOT FOR RESALE DISCLOSURE

DESCRIPTION
PHASE 7
TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.

(The name of the Condominium has been changed from Hobbit's Glen Townhouse Condominium, Inc. to Talles Homes at Hobbit's Glen Condominium, Inc., by virtue of the amended, and restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland in Liber 2348 at Folio 140.)

All that piece or parcel of land, situate, lying and being in the 5th Election District, Howard County, Maryland, being part of that tract of land known as Parcel A-1 and described in a conveyance by ROBERT SLOAN, III and JOSEPH N. SCHALLER, Substitute Trustees, and N.P. No. 5 CORPORATION, a Maryland Corporation to TALLES HOMES AT HOBBIT'S GLEN, INC., a Maryland Corporation by deed dated May 30, 1990 and recorded among the Land Records of Howard County, Maryland in Liber 2346 at Folio 0109, said piece or parcel also being part of PARCEL A-1 as delineated on a plat of subdivision entitled "REVISION PLAT, COLUMBIA, VILLAGE OF HARPER'S CHOICE, PARCEL A-1, A RESUBDIVISION OF PARCEL A, SECTION 7, AREA 1 AND VILLAGE OF HARPER'S CHOICE, HOBBIT'S GLEN GOLF COURSE, LOT 7, A RESUBDIVISION OF LOT 5", 5th Election District, Howard County, Maryland and recorded among the Land Records of Howard County, Maryland as Plat No. 8551 and being more particularly described as follows:

Beginning for the same at the beginning of the North 34° 53' 43" East, 171.17 feet plat line of Parcel A-1 as shown on the aforesaid Revision Plat recorded as Plat No. 8551, thence running with the aforesaid Plat line of Parcel A-1

1. North 34° 53' 43" East, 171.17 feet to a point, thence continuing to run with part of the northerly outlines of Parcel A-1 and with part of the North 00° 00' 00" West, 150.00 feet plat line of Parcel A-1
2. North 00° 00' 00" West, 60.50 feet to a point, thence leaving the aforesaid Northerly outlines of Parcel A-1 and running to cross and include part of Parcel A-1 the following five (5) courses and distances
3. South 88° 00' 00" East, 108.02 feet to a point, said point being a P.C. of a curve deflecting to the right having an



Feb. 12, 1992

NOT FOR RESALE DISCLOSURE

4. Arc length of 46.60 feet, a radius of 30.00 feet and a chord bearing and distance of South 43° 30' 00" East, 42.06 feet to the P.T. of said curve, thence
5. South 01° 00' 00" West, 96.10 feet to a point, thence
6. South 64° 12' 27" West, 183.32 feet to a point, thence
7. North 82° 16' 39" West, 68.72 feet to the place of beginning, containing 28,929 square feet or 0.6641 acres of land, more or less

Subject to: All easements, covenants and matters affecting this parcel as mentioned in the aforesaid Liber 2346 at Folio 0109.

NOT FOR RESALE DISCLOSURE

LIBER2673 FOLIO592 1 79 LB

RECD FEE 35.50
SURCHG 2.00
79
#370510 DATE 10/29/9

TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.
SECOND AMENDMENT TO CONDOMINIUM DECLARATION

THIS SECOND AMENDMENT TO CONDOMINIUM DECLARATION ("Second Amendment"), made this 27 day of October, 1992 by TALLES HOMES AT HOBBIT'S GLEN, INC. ("Developer").

INTRODUCTORY STATEMENT

A. By an Amended and Restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber M.D.R. No. 2348, folio 140 (the "Original Declaration") as amended by a First Amendment to Condominium Declaration dated February 19, 1992 and recorded as aforesaid at Liber M.D.R. No. 2474, folio 524 (the "First Amendment") (the Original Declaration and the First Amendment being hereinafter collectively referred to as the "Declaration"), Developer submitted certain property more particularly described in Exhibit A to the Original Declaration and Exhibit A to the First Amendment to a condominium regime pursuant to the Annotated Code of Maryland.

B. Pursuant to Article VII of the Declaration, Developer reserved for a period of seven (7) years from the date of recording the Original Declaration the right to expand the Condominium by adding to it certain properties described in Exhibit C to the Original Declaration. A description of part of the property described in Exhibit C to the Original Declaration is attached hereto and made a part hereof as Exhibit A (the "Section 3 Property").

C. Developer is the owner of the Section 3 Property and intends to subject that property to the operation and effect of the Declaration.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Howard County

NOW, THEREFORE, this First Amendment:

ARTICLE I

Marie Best-Lee 10/29/92
Date

DECLARATION OF CONDOMINIUM - SECTION 3

Developer subjects the Section 3 Property to the regime known as Talles Homes at Hobbit's Glen Condominium, Inc. and to the Declaration and Bylaws therefor, which Bylaws are recorded among the Land Records at Liber M.D.R. No. 2348, folio 160.

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

Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats prepared by Clark, Finefrock and Sackett, Inc., entitled "Second Expansion, Phase 8, Plat of Condominium Subdivision, Talles Homes at Hobbit's Glen Condominium, Inc." (the "Section 3 Condominium Plats"), which are incorporated herein by reference. The Section 3 Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records.

Name of Person or Agency Signature Marie Best-Lee

NOT FOR RESALE DISCLOSURE

## ARTICLE II
## DESCRIPTION OF CONDOMINIUM - SECTION 3

Section 3 of the Condominium consists of the land described in Exhibit A attached hereto and made a part hereof and the improvements erected or to be erected thereon, so that the Condominium as expanded consists of the land described in Exhibit A attached to the Declaration, the land described in Exhibit A attached to the First Amendment, and the land described in Exhibit A attached hereto, and the appurtenances thereto and the improvements erected thereon or to be erected thereon.

The improvements in Section 3 of the Condominium consist of a four (4) attached townhome condominium units and common elements situate on 0.4439 acres, more or less, all as more particularly shown on the Section 3 Condominium Plats. The improvements are known as Nos. 5147, 5149, 5151 and 5153 Harper's Farm Road, Columbia, Maryland 21044, and shown on the Section 3 Condominium Plats as Lots 20, 21, 22 and 23, respectively.

The entire Condominium as hereby expanded now consists of ten (10) condominium units and common elements in the manner and to the extent depicted on the Condominium Plats filed with the Declaration, the Section 2 Condominium Plats, and the Section 3 Condominium Plats filed herewith. The common elements are further subdivided into limited common elements and general common elements.

## ARTICLE III

## PERCENTAGE INTEREST IN COMMON ELEMENTS; VOTES IN COUNCIL OF UNIT OWNERS

The owner of each unit in the Condominium, as expanded, shall have an equal one-tenth (1/10) undivided interest in the common elements and interest in the common expenses and common profits of the council of unit owners, and one (1) vote in the affairs of the council of unit owners.

## ARTICLE IV

## CONDOMINIUM PLATS

The term "Condominium Plats" as used in the Declaration and as used herein, is defined to mean the Condominium Plats filed with the Declaration, the Section 2 Condominium Plats, and the Section 3 Condominium Plats filed herewith.

NOT FOR RESALE DISCLOSURE

ARTICLE V

FURTHER EXPANSION

Developer reserves the right to further expand the Condominium as provided in Article VII of the Declaration.

ARTICLE VI

EFFECTIVE DATE

The amendments of the Declaration as set forth hereinabove shall be effective as of the date of recordation of this Second Amendment and from and after the effective date of this Second Amendment, each unit owner in the Condominium, as expanded, shall have the percentage interests in the common elements, and in the common expenses and common profits, and shall have the votes, as set forth in this Second Amendment.

WITNESS the hand and seal of Developer, the day and year first above written.

WITNESS:

TALLES HOMES AT HOBBIT'S GLEN, INC.

By: _____ (SEAL)
Bernard G. Robbins, President

STATE OF MARYLAND )
Howard COUNTY )

I HEREBY CERTIFY, that on 10/28, 1992, before me, a Notary Public of the State of Maryland, personally appeared Bernard G. Robbins, who acknowledged himself to be the President of Talles Homes at Hobbit's Glen, Inc. (the "Corporation") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission Expires: 6-1-93

NOTARY PUBLIC HOWARD CO., MD JUDITH C. WHEELER

NOT FOR RESALE DISCLOSURE

EXHIBIT A

DESCRIPTION
PHASE 8
TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.

(The name of the Condominium has been changed from Hobbits Glen Townhouse Condominium, Inc., to Talles Homes at Hobbit's Glen Condominium, Inc., by virtue of the amended, and restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland in Liber 2348 at Folio 140.)

All that piece or parcel of land, situate, lying and being in the 5th Election District, Howard County, Maryland, being part of that tract of land known as Parcel A-1 and described in a conveyance by ROBERT SLOAN, III and JOSEPH N. SCHALLER, Substitute Trustees, and N.P. No. 5 CORPORATION, a Maryland Corporation to TALLES HOMES AT HOBBIT'S GLEN, INC., A Maryland Corporation by deed dated May 30, 1990 and recorded among the Land Records of Howard County, Maryland in Liber 2346 at Folio 0109, said piece or parcel also being part of PARCEL A-1 as delineated on a plat of subdivision entitled "REVISION PLAT, COLUMBIA, VILLAGE OF HARPER'S CHOICE, PARCEL A-1, A RESUBDIVISION OF PARCEL A, SECTION 7, AREA 1 AND VILLAGE OF HARPER'S CHOICE, HOBBITS GLEN GOLF COURSE, LOT 7, A RESUBDIVISION OF LOT 5", 5th Election District, Howard County, Maryland and recorded among the Land Records of Howard County, Maryland as Plat No. 8551 and being more particularly described as follows:

Beginning for the same at the beginning of the North 81° 34' 20" East, 159.25 feet plat line of Parcel A-1 as shown on the aforesaid Revision Plat recorded as Plat No. 8551, thence running with the said outlines of Parcel A-1 the following two courses and distances

(1) North 81° 34' 20" East, 159.25 feet to a point, thence running with part of the South 31° 31' 59" East, 401.88 feet plat line of Parcel A-1

(2) South 31° 31' 59" East, 78.39 feet to a point, thence leaving the Easterly outline of Parcel A-1 and running to cross and include part of Parcel A-1 the following three (3) courses and distances

NOT FOR RESALE DISCLOSURE

(3) South 37° 30' 00" West , 101.22 feet to a point, said point being a P.C. of a curve deflecting to the left having an

(4) Arc length of 46.60 feet, a radius of 30.00 feet and a chord bearing and distance of North 43° 30' 00" West, 42.06 feet to the P.T. of said curve, thence

(5) North 88° 00' 00" West, 108.02 feet to a point, said point being a point on the North 00° 00' 00" West, 150.00 feet plat line of Parcel A-1 as shown on Plat No. 8551, 89.50 feet from the Northerly end of said plat line, thence running with part of said plat line of Parcel A-1

(6) North 00° 00' 00" West, 89.50 feet to the place of beginning, containing 19,337 square feet or 0.4439 of an acre of land, more or less.

Subject to: All easements, covenants and matters affecting this parcel as mentioned in the aforesaid Liber 2346 at Folio 0109.

NOT FOR RESALE DISCLOSURE

HOBBIT'S GLEN

| | |
|---|---|
| Lot 20 | 5147 Harpers Farm Road, Columbia, Maryland 21044 |
| 21 | 5149 Harpers Farm Road, Columbia, Maryland 21044 |
| 22 | 5151 Harpers Farm Road, Columbia, Maryland 21044 |
| 23 | 5153 Harpers Farm Road, Columbia, Maryland 21044 |

NOT FOR RESALE DISCLOSURE

RETURN TO:

EXECUTIVE TITLE GROUP LTD
8 RESERVOIR CIR SUITE 105

182 B

TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.
FOURTH AMENDMENT TO CONDOMINIUM DECLARATION

THIS FOURTH AMENDMENT TO CONDOMINIUM DECLARATION ("Fourth Amendment"), made this 24 day of March, 1995 by TALLES HOMES/HOBBIT'S GLEN, INC., a Maryland Corporation ("Developer").

INTRODUCTORY STATEMENT

A. By an Amended and Restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland (the "Land Records") in Liber M.D.R. No. 2348, folio 140 (the "Original Declaration") as amended by a First Amendment to Condominium Declaration dated February 19, 1992 and recorded as aforesaid at Liber M.D.R. No. 2474, folio 524, a Second Amendment to Condominium Declaration dated October 27, 1992 and recorded as aforesaid at Liber M.D.R. No. 2673, folio 592, and a Third Amendment to Condominium Declaration dated September 21, 1993 and recorded as aforesaid at Liber M.D.R. No. 2992, folio 62 (the Original Declaration and said Amendments being hereinafter collectively referred to as the "Declaration"), Talles Homes at Hobbit's Glen, Inc. (the "Original Developer") submitted certain property more particularly described in the Original Declaration and the Amendments to a condominium regime pursuant to the Annotated Code of Maryland.

B. By an Assignment of Developer's Rights dated August 10, 1994 and recorded as aforesaid at Liber M.D.R. No. 3324, folio 41, Original Developer assigned to Developer all of Original Developer's rights, title and interest under the Declaration and other condominium documents.

C. Pursuant to Article VII of the Declaration, Original Developer reserved the right to expand the Condominium by adding to it certain properties described in Exhibit C to the Original Declaration. A description of part of the property described in Exhibit C to the Original Declaration is attached hereto and made a part hereof as Exhibit A (the "Section 7 Property").

D. By virtue of a Deed dated August 10, 1994 and recorded as aforesaid at Liber M.D.R. No. 3324, folio 35 from Original Developer to Developer, Developer is the owner of the Section 7 Property and intends to subject that property to the operation and effect of the Declaration.

NOW, THEREFORE, this Fourth Amendment WITNESSETH:

ARTICLE I

DECLARATION OF CONDOMINIUM - SECTION 7

Developer subjects the Section 7 Property to the regime known as Talles Homes at Hobbit's Glen Condominium, and to the Declaration and Bylaws therefor, which Bylaws are recorded among the Land Records at Liber M.D.R. No. 2348, folio 160.

Agricultural Transfer Tax in the
Amount of $ N/A
Signature

RECEIVED FOR RECORD IN
State Department of
Assessments & Taxation
for Howard County
300 3/24/95

RECEIVED
MAR 24
State Dept. of Assessments
& Taxation - Howard Co.

NOT FOR RESALE DISCLOSURE

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

Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats prepared by Clark, Finefrock and Sackett, Inc., entitled "Fourth Expansion, Phase 4, Plat of Condominium Subdivision, Talles Homes at Hobbit's Glen Condominium, Inc." (the "Section 7 Condominium Plats"), which are incorporated herein by reference. The Section 7 Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records.

## ARTICLE II
## DESCRIPTION OF CONDOMINIUM - SECTION 7

Section 7 of the Condominium consists of the land described in Exhibit A attached hereto and made a part hereof and the improvements erected or to be erected thereon, so that the Condominium as expanded consists of the land described in Exhibit A attached to the Declaration, the land described in Exhibit A attached to the First, Second and Third Amendments, and the land described in Exhibit A attached hereto, and the appurtenances thereto and the improvements erected thereon or to be erected thereon.

The improvements in Section 7 of the Condominium consist of a building containing seven (7) attached townhome condominium units and common elements situate on 0.9493 acres, more or less, all as more particularly shown on the Section 7 Condominium Plats. The improvements are shown on the Section 7 Condominium Plats as Lots 30 through 36, inclusive.

The entire Condominium as hereby expanded now consists of twenty-three (23) condominium units and common elements in the manner and to the extent depicted on the Condominium Plats filed with the Declaration, the Section 2 Condominium Plats, the Section 3 Condominium Plats, the Section 4 Condominium Plats and the Section 7 Condominium Plats filed herewith. The common elements are further subdivided into limited common elements and general common elements.

## ARTICLE III

## PERCENTAGE INTEREST IN COMMON ELEMENTS; VOTES IN COUNCIL OF UNIT OWNERS

The owner of each unit in the Condominium, as expanded, shall have an equal one twenty-third (1/23) undivided interest in the common elements and interest in the common expenses and common profits of the council of unit owners, and one (1) vote in the affairs of the council of unit owners.

NOT FOR RESALE DISCLOSURE

ARTICLE IV

CONDOMINIUM PLATS

The term "Condominium Plats" as used in the Declaration and as used herein, is defined to mean the Condominium Plats filed with the Declaration, the Section 2 Condominium Plats, the Section 3 Condominium Plats, the Section 4 Condominium Plats, and the Section 7 Condominium Plats filed herewith.

ARTICLE V

FURTHER EXPANSION

Developer reserves the right to further expand the Condominium as provided in Article VII of the Declaration.

ARTICLE VI

EFFECTIVE DATE

The amendments of the Declaration as set forth hereinabove shall be effective as of the date of recordation of this Fourth Amendment and from and after the effective date of this Fourth Amendment, each unit owner in the Condominium, as expanded, shall have the percentage interests in the common elements, and in the common expenses and common profits, and shall have the votes, as set forth in this Fourth Amendment.

WITNESS the hand and seal of Developer, the day and year first above written.

WITNESS:

TALLES HOMES/HOBBIT'S GLEN, INC.

By: _____ (SEAL)
Bernard G. Robbins, President

IMP FD SURE $ 2.00
RECORDATION T 20.00
TOTAL 22.00
Rec#H083 Rcpt#8337
MDR BRA Blk#2334
Mar 24, 1995 01:23 PM

NOT FOR RESALE DISCLOSURE

EXHIBIT A

DESCRIPTION
PHASE 4
TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.

(The name of the Condominium has been changed from Hobbit's Glen Townhouse Condominium, Inc., to Talles Homes at Hobbit's Glen Condominium, Inc., by virtue of the amended, and restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland in Liber 2348 at Folio 140.)

All that piece or parcel of land, situate, lying and being in the 5th Election District, Howard County, Maryland, being part of that tract of land known as Parcel A-1 and described in a conveyance by ROBERT SLOAN, III and JOSEPH M. SCHALLER, Substitute Trustees, and N.F. No. 8 CORPORATION, a Maryland Corporation to TALLES HOMES AT HOBBIT'S GLEN, INC., a Maryland Corporation by deed dated May 30, 1990 and recorded among the Land Records of Howard County, Maryland in Liber 2346 at Folio 0109, said piece or parcel also being part of PARCEL A-1 as delineated on a plat of subdivision entitled "REVISION PLAT, COLUMBIA, VILLAGE OF HARPER'S CHOICE, PARCEL A-1, A RESUBDIVISION OF PARCEL A, SECTION 7, AREA 1 AND VILLAGE OF HARPER'S CHOICE, HOBBITS GLEN GOLF COURSE, LOT 7, A RESUBDIVISION OF LOT 8", 5th Election District, Howard County, Maryland and recorded among the Land Records of Howard County, Maryland as Plat No. 8551 and being more particularly described as follows:

Beginning for the same at the Southeasterly end of the South 31° 31' 39" East, 401.88 feet plat line of Parcel A-1, thence continuing to run with the Easterly outlines of Parcel A-1 as shown on Plat No. 8551 the following two (2) courses and distances

1) South 00° 01' 18" East, 132.62 feet to a point, thence
2) South 06° 18' 51" West, 143.84 feet to a point, said point being the Southeast corner of Parcel A-1 as shown on Plat No.8851, thence running with the Southerly outline of Parcel A-1 and with part of the South 75° 22' 35" West, 321.75 feet plat line of Parcel A-1
3) South 75° 22' 35" West, 146.22 feet to a point, thence leaving the Southerly outline of Parcel A-1 and running to cross and include part of Parcel A-1 the following seven (7) courses and distances



NOT FOR RESALE DISCLOSURE

4) North 15° 00' 00" West, 50.91 feet to a point, thence running with the arc of a curve deflecting to the left having an

5) Arc length of 36.69 feet, a radius of 125.00 feet and a chord bearing and distance of North 23° 24' 28" East, 36.55 feet to the P.T. of said curve, thence

6) North 31° 00' 00" East, 40.23 feet to a point, said point being a P.C. of a curve deflecting to the left having an

7) Arc length of 196.55 feet, a radius of 350.00 feet and a chord bearing and distance of North 01° 30' 00" West, 191.34 feet to a point, thence,

8) North 66° 00' 00" East, 23.00 feet to a point, thence

9) South 80° 10' 27" East, 35.38 feet to a point, thence

10) North 46° 22' 00" East, 78.00 feet to a point on the South 31° 31' 59" East 401.[illegible] feet plat line of Parcel A-1, said point being 62.89 feet from the end of said plat line of Parcel A-1, thence running with part of said plat line

11) South 31° 31' 59" East, 62.89 feet to the place of beginning containing 41,349 square feet or 0.9493 of an acre of land, more or less.

Subject to: All easements, covenants and matter affecting this parcel as mentioned in the aforesaid Liber 2344 at Folio 0109.

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EXECUTIVE TITLE GROUP LTD
2 RESERVOIR CT. #202
BALTIMORE MARYLAND
21208



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3534/233

MF3534 f0233

10 C

# TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM
# FIFTH AMENDMENT TO CONDOMINIUM DECLARATION

THIS FIFTH AMENDMENT TO CONDOMINIUM DECLARATION ("Fifth Amendment"), made this 31 day of July, 1995 by TALLES HOMES/HOBBIT'S GLEN, INC., a Maryland Corporation ("Developer").

## INTRODUCTORY STATEMENT

A. By an Amended and Restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland (the "Land Records") at Liber M.D.R. No. 2348, folio 140 (the "Original Declaration") as amended by a First Amendment to Condominium Declaration dated February 19, 1992 and recorded as aforesaid at Liber M.D.R. No. 2474, folio 524, a Second Amendment to Condominium Declaration dated October 27, 1992 and recorded as aforesaid at Liber M.D.R. No. 2673, folio 592, a Third Amendment to Condominium Declaration dated September 21, 1993 and recorded as aforesaid at Liber M.D.R. No. 2992, folio 62 and a Fourth Amendment to Condominium Declaration dated March 24, 1995 and recorded as aforesaid at Liber M.D.R. No. 3455, folio 0634 (the Original Declaration and said "Amendments" being hereinafter collectively referred to as the "Declaration"), Talles Homes at Hobbit's Glen, Inc. (the "Original Developer") and the Developer, respectively, have submitted certain property more particularly described in the Original Declaration and the Amendments to a condominium regime pursuant to the Annotated Code of Maryland.

B. By an Assignment of Developer's Rights dated August 10, 1994 and recorded as aforesaid at Liber M.D.R. No. 3324, folio 41, Original Developer assigned to Developer all of Original Developer's rights, title and interest under the Declaration and other condominium documents.

C. Pursuant to Article VII of the Declaration, Original Developer reserved the right to expand the Condominium by adding to it certain properties described in Exhibit C to the Original Declaration. A description of part of the property described in Exhibit C to the Original Declaration is attached hereto and made a part hereof as Exhibit A (the "Section 7 Property").

D. By virtue of a Deed dated August 10, 1994 and recorded as aforesaid at Liber M.D.R. No. 3324, folio 35 from Original Developer to Developer, Developer is the owner of the Section 7 Property and intends to subject that property to the operation and effect of the Declaration.

NOW, THEREFORE, this Fifth Amendment WITNESSETH:

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Howard County
8/4/95
By —

RECEIVED
AUG 4 1995
State Dept. of Assessments
and Taxation — Howard County

## ARTICLE I

## DECLARATION OF CONDOMINIUM - SECTION 7

Developer subjects the Section 7 Property to the regime known as Talles Homes at Hobbit's Glen Condominium, and to the Declaration and Bylaws therefor, which Bylaws are recorded among the Land Records at Liber M.D.R. No. 2348, folio 160.

2000
2.00

Agricultural Transfer Tax in the Amount of $ N/A

NOT FOR RESALE PURPOSES

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

Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats prepared by Clark-Finefrock & Sackett, Inc. entitled "5th Expansion, Phase 3, Plat of Condominium Subdivision, Talles Homes at Hobbit's Glen Condominium, Inc." (the "Revised Section 7 Condominium Plats"), which are incorporated herein by reference. The Revised Section 7 Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records.

## ARTICLE II
## DESCRIPTION OF CONDOMINIUM - SECTION 7

Section 7 of the Condominium now consists of the land described in Exhibit A attached hereto and made a part hereof and the improvements erected or to be erected thereon, so that the Condominium as expanded consists of the Exhibit A attached to the Declaration, the land described in Exhibit A attached to the First, Second, Third and Fourth Amendments, and the land described in Exhibit A attached hereto, and the appurtenances thereto and the improvements erected thereon or to be erected thereon.

The improvements in Section 7 of the Condominium consist of a building containing two (2) attached townhome condominium units known as 5119 and 5121 Harpers Farm Road, Columbia, Maryland 21044, and common elements situate on 0.4365 acres, more or less, all as more particularly shown on the Revised Section 7 Condominium Plats. The improvements are shown on the Revised Section 7 Condominium Plats as Lot Nos. 8 & 9.

The entire Condominium as hereby expanded now consists of twenty-five (25) condominium units and common elements in the manner and to the extent depicted on the Condominium Plats filed with the Declaration, the Section 2 Condominium Plats, the Section 3 Condominium Plats, the Section 4 Condominium Plats, the Section 7 Condominium Plats and the Revised Section 7 Condominium Plats filed herewith. The common elements are further subdivided into limited common elements and general common elements.

## ARTICLE III

## PERCENTAGE INTEREST IN COMMON ELEMENTS; VOTES IN COUNCIL OF UNIT OWNERS

The owner of each unit in the Condominium, as expanded, shall have an equal one twenty-fifth (1/25) undivided interest in the common elements and interest in the common expenses and common profits of the council of unit owners, and one (1) vote in the affairs of the council of unit owners.

NOT FOR RESALE DISCLOSURE

ARTICLE IV

CONDOMINIUM PLATS

The term "Condominium Plats" as used in the Declaration and as used herein, is defined to mean the Condominium Plats filed with the Declaration, the Section 2 Condominium Plats, the Section 3 Condominium Plats, the Section 4 Condominium Plats, the Section 7 Condominium Plats and the Revised Section 7 Condominium Plats filed herewith.

ARTICLE V

FURTHER EXPANSION

Developer reserves the right to further expand the Condominium as provided in Article VII of the Declaration.

ARTICLE VI

EFFECTIVE DATE

The amendments to the Declaration as set forth hereinabove shall be effective as of the date of recordation of this Fifth Amendment and from and after the effective date of this Fifth Amendment, each unit owner in the Condominium, as expanded, shall have the percentage interests in the common elements, and in the common expenses and common profits, and shall have the votes, as set forth in this Fifth Amendment.

WITNESS the hand and seal of Developer, the day and year first above written.

WITNESS:

TALLES HOMES/HOBBIT'S GLEN, INC.

By: _____ (SEAL)
Bernard G. Robbins, President

NOT FOR RESALE DISCLOSURE

DESCRIPTION
PHASE 3
TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.

(The name of the Condominium has been changed from Hobbit's Glen Townhouse Condominium, Inc. to Talles Homes at Hobbit's Glen Condominium, Inc., by virtue of the amended, and restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland in Liber 2348 at Folio 140.)

All that piece or parcel of land, situate, lying and being in the 5th Election District, Howard County, Maryland, being part of that tract of land known as Parcel A-1 and described in a conveyance by TALLES HOMES AT HOBBIT'S GLEN, INC., to Talles/Hobbit's Glen, Inc. by deed dated August 10, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3324 at Folio 35, said piece or parcel also being part of PARCEL A-1 as delineated on a plat of subdivision entitled "REVISION PLAT, COLUMBIA, VILLAGE OF HARPER'S CHOICE, PARCEL A-1, A RESUBDIVISION OF PARCEL A, SECTION 7, AREA 1, AND VILLAGE OF HARPER'S CHOICE, HOBBIT'S GLEN GOLF COURSE, LOT 7, A RESUBDIVISION OF LOT 5" and recorded among the Land Records of Howard County, Maryland as Plat No. 8551 and being more particularly described as follows:

BEGINNING FOR THE SAME at a point on the South 75° 22' 25" West 221.75 feet plat line of Parcel A-1, said point being located 145.22 feet Westerly from the beginning of said plat line; thence running with the outline of Parcel A-1, the following three (3) courses

1) South 75° 22' 25" West 76.35 feet to a point of curvature; thence
2) 27.82 feet along the arc of a curve deflecting to the right, having a radius of 150.00 feet (Chord: South 80° 41' 12" West 27.78 feet) to the point of tangency; thence
3) South 86° 00' 00" West 13.25 feet to a point; thence leaving said Southerly outline of Parcel A-1 and running as to cross and divide Parcel A-1, the following seven (7) courses
4) North 10° 56' 16" West 184.52 feet to a point; thence
5) South 88° 00' 00" East 54.86 feet to a point; thence

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6) South 53° 32' 42" East 74.19 feet to a point; thence

7) South 65° 15' 06" East 47.95 feet to a point; thence

8) South 21° 00' 00" West 10.00 feet to a point of curvature; thence

9) 36.69 feet along the arc of a curve deflecting to the right, having a radius of 125.00 feet (Chord: South 29° 24' 28" West 36.55 feet) to a point on said curve; thence running with a non-tangent line, the following course

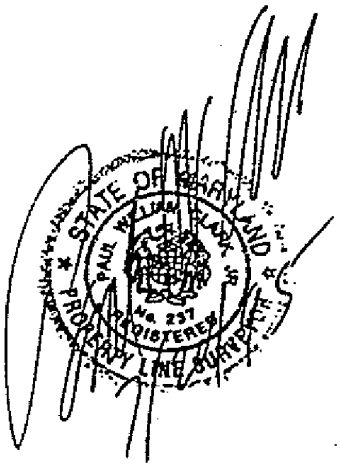
10) South 15° 00' 00" East 50.91 feet to the place of beginning, containing 19,016 square feet or 0.4365 of an acre of land, more or less.

PREPARED BY:

Clark, Finefrock & Sackett, Inc.
7135 Minstrel Way, Suite 201
Columbia, Maryland 21045-5256

| | |
|---|---|
| INP FD SURC $ | 2.00 |
| RECORDING FEE | 20.00 |
| TOTAL | 22.00 |
| Rec'd HOR2 | Rcpt # 25129 |

HOR JCH Blk # 839
Aug 04, 1995 03:30 PM




RETURN TO:
EXECUTIVE TITLE GROUP LTD
2 RESERVOIR CI #202
BALTIMORE MARYLAND 21208



JULY 20, 1995

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3619/144

# TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM
# SIXTH AMENDMENT TO CONDOMINIUM DECLARATION

THIS SIXTH AMENDMENT TO CONDOMINIUM DECLARATION ("Sixth Amendment"), made this 21st day of November, 1995 by TALLES HOMES/HOBBIT'S GLEN, INC., a Maryland Corporation ("Developer").

## INTRODUCTORY STATEMENT

A. By an Amended and Restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland (the "Land Records") at Liber M.D.R. No. 2348, folio 140 (the "Original Declaration") as amended by a First Amendment to Condominium Declaration dated February 19, 1992 and recorded as aforesaid at Liber M.D.R. No. 2474, folio 524, a Second Amendment to Condominium Declaration dated October 27, 1992 and recorded as aforesaid at Liber M.D.R. No. 2673, folio 592, a Third Amendment to Condominium Declaration dated September 21, 1993 and recorded as aforesaid at Liber M.D.R. No. 2992, folio 62, a Fourth Amendment to Condominium Declaration dated March 24, 1995 and recorded as aforesaid at Liber M.D.R. No. 3455, folio 0634 and a Fifth Amendment to Condominium Declaration dated July 3, 1995 and recorded as aforesaid at Liber M.D.R. No. 3534, folio 233 (the Original Declaration and said "Amendments" being hereinafter collectively referred to as the "Declaration"), Talles Homes at Hobbit's Glen, Inc. (the "Original Developer") and the Developer, respectively, have submitted certain property more particularly described in the Original Declaration and the Amendments to a condominium regime pursuant to the Annotated Code of Maryland.

B. By an Assignment of Developer's Rights dated August 10, 1994 and recorded as aforesaid at Liber M.D.R. No. 3324, folio 41, Original Developer assigned to Developer all of Original Developer's rights, title and interest under the Declaration and other condominium documents.

C. Pursuant to Article VII of the Declaration, Original Developer reserved the right to expand the Condominium by adding to it certain properties described in Exhibit C to the Original Declaration. A description of a portion of the property described in Exhibit C to the Original Declaration is attached hereto and made a part hereof as Exhibit A (the "Sixth Expansion Property").

D. By virtue of a Deed dated August 10, 1994 and recorded as aforesaid at Liber M.D.R. No. 3324, folio 35 from Original Developer to Developer, Developer is the owner of the Sixth Expansion Property and intends to subject that property to the operation and effect of the Declaration.

NOW, THEREFORE, this Sixth Amendment WITNESSETH:

## ARTICLE I

## DECLARATION OF CONDOMINIUM - SIXTH EXPANSION

20.00
2.00

Developer subjects the Sixth Expansion Property to the regime known as Talles Homes at Hobbit's Glen Condominium, and to the Declaration and

NOT FOR RESALE FORECLOSURE

Bylaws therefor, which Bylaws are recorded among the Land Records at Liber M.D.R. No. 2348, folio 160.

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

Said parcel of land and the improvements constructed thereon or to be constructed thereon are shown on the Condominium Plats prepared by Clark-Finefrock & Sackett, Inc. entitled "Sixth Expansion, Phase 2, Plat of Condominium Subdivision, Talles Homes at Hobbit's Glen Condominium, Inc." (the "Sixth Expansion Condominium Plats"), which are incorporated herein by reference. The Sixth Expansion Condominium Plats are recorded or intended to be recorded simultaneously herewith among the Land Records.

## ARTICLE II
## DESCRIPTION OF CONDOMINIUM - SIXTH EXPANSION, PHASE 2

The Sixth Expansion, Phase 2 of the Condominium consists of the land described in Exhibit A attached hereto and made a part hereof and the improvements erected or to be erected thereon, so that the Condominium as expanded hereby consists of the Exhibit A attached to the Declaration, the land described in Exhibit A attached to the First, Second, Third, Fourth and Fifth Amendments, and the land described in Exhibit A attached hereto, and the appurtenances thereto and the improvements erected thereon or to be erected thereon.

The improvements in the Sixth Expansion, Phase 2 of the Condominium consist of one (1) building containing five (5) attached townhome condominium units known as 5109, 5111, 5113, 5115 and 5117 Harpers Farm Road, Columbia, Maryland 21044, and common elements situate on 0.8019 acres, more or less, all as more particularly shown on the Sixth Expansion Condominium Plats. The improvements are shown on the Sixth Expansion Condominium Plats as Lot Nos. 3,4,5,6 and 7.

The entire Condominium as hereby expanded now consists of thirty (30) condominium units and common elements in the manner and to the extent depicted on the Condominium Plats filed with the Declaration, the Section 2 Condominium Plats, the Section 3 Condominium Plats, the Section 4 Condominium Plats, the Section 7 Condominium Plats, the Revised Section 7 Condominium Plats and the Sixth Expansion Condominium Plats filed herewith. The common elements are further subdivided into limited common elements and general common elements.

## ARTICLE III

## PERCENTAGE INTEREST IN COMMON ELEMENTS; VOTES IN COUNCIL OF UNIT OWNERS

The owner of each unit in the Condominium, as expanded, shall have an equal one thirtieth (1/30) undivided interest in the common elements and



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interest in the common expenses and common profits of the council of unit owners, and one (1) vote in the affairs of the council of unit owners.

ARTICLE IV

CONDOMINIUM PLATS

The term "Condominium Plats" as used in the Declaration and as used herein, is defined to mean the Condominium Plats filed with the Declaration, the Section 2 Condominium Plats, the Section 3 Condominium Plats, the Section 4 Condominium Plats, the Section 7 Condominium Plats the Revised Section 7 Condominium Plats and the Sixth Expansion Condominium Plats filed herewith.

ARTICLE V

FURTHER EXPANSION

Developer reserves the right to further expand the Condominium as provided in Article VII of the Declaration.

ARTICLE VI

EFFECTIVE DATE

The amendments to the Declaration as set forth hereinabove shall be effective as of the date of recordation of this Sixth Amendment and from and after the effective date of this Sixth Amendment, each unit owner in the Condominium, as expanded, shall have the percentage interests in the common elements, and in the common expenses and common profits, and shall have the votes, as set forth in this Sixth Amendment.

WITNESS the hand and seal of Developer, the day and year first above written.

WITNESS:

TALLES HOMES/HOBBIT'S GLEN, INC.

By: _____ (SEAL)
Bernard G. Robbins, President

NOT FOR RESALE DISCLOSURE

DESCRIPTION
PHASE 2
TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.

(The name of the Condominium has been changed from Hobbit's Glen Townhouse Condominium, Inc. to Talles Homes at Hobbit's Glen Condominium, Inc., by virtue of the Amended and Restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland in Liber 2348 at Folio 140.)

All that piece or parcel of land, situate, lying and being in the 5th Election District, Howard County, Maryland, being part of that tract of land known as Parcel A-1 and described in a conveyance by TALLES HOMES AT HOBBIT'S GLEN, INC., to Talles/Hobbit's Glen, Inc. by deed dated August 10, 1994 and recorded among the Land Records of Howard County, Maryland in Liber 3324 at Folio 35, said piece or parcel also being part of PARCEL A-1 as delineated on a plat of subdivision entitled "REVISION PLAT, COLUMBIA, VILLAGE OF HARPER'S CHOICE, PARCEL A-1, A RESUBDIVISION OF PARCEL A, SECTION 7, AREA 1, AND VILLAGE OF HARPER'S CHOICE, HOBBIT'S GLEN GOLF COURSE, LOT 7, A RESUBDIVISION OF LOT 5" and recorded among the Land Records of Howard County, Maryland as Plat No. 8551 and being more particularly described as follows:

BEGINNING FOR THE SAME at a point on the most Southerly outline of Parcel A-1, said point being at the Westerly end of the South 86° 00' 00" West, 13.25 feet Plat line of Parcel A-1 as shown on the aforesaid Plat No. 8551; thence continuing to run with the Southerly outlines of Parcel A-1, the following two (2) courses and distances and with the arc of a curve deflecting to the right having an

1) Arc length of 178.02 feet, a radius of 150.00 feet and a chord bearing and distance of North 60° 00' 00" West, 167.76 feet to the P.T. of said curve, thence
2) North 26° 00' 00" Wet 65.29 feet to the P.C. of a curve, thence continuing to run with part of the aforesaid Southerly outline of Parcel A-1 as shown on Plat No. 8551 and with the arc of a curve deflecting to the left having an





NOT FOR RESALE DISCLOSURE

3) Arc length of 42.78 feet, a radius of 100.00 feet and a chord bearing and distance of North 38° 15' 24" West, 42.46 feet to a point on said curve, thence leaving the Southerly outline of Parcel A-1 and running to cross and include Part of Parcel A-1, the following eight (8) courses and distances

4) North 34° 19' 23" East, 37.40 feet to a point, said point being a P.C. of a curve deflecting to the left having an

5) Arc length of 22.05 feet, a radius of 59.00 feet and a chord bearing and distance of North 23° 37' 01" East, 21.92 feet to the P.T. of said curve; thence

6) North 12° 54' 38" East 32.10 feet to a point; thence

7) South 77° 05' 22" East 14.46 feet to a point; thence

8) North 12° 28' 11" East, 104.10 feet to a point; thence

9) South 24° 01' 43" East 57.14 feet to a point; thence

10) South 29° 00' 00" East, 140.88 feet to a point; thence

11) South 10° 56' 16" East 184.52 feet to the place of beginning, containing 34,932 square feet or 0.8019 of an acre of land, more or less.

NOT FOR RESALE DISCLOSURE

11/15/95

Prepared by:
Clark, Finefrock & Sackett, Inc.
7135 Minstrel Way, Suite 201
Columbia, Maryland 21045
D11-15

DESCRIPTION
PHASE 6 (SECTION 4)
TALLES HOMES AT HOBBIT'S GLEN CONDOMINIUM, INC.

(The name of the Condominium has been changed from Hobbit's Glen Townhouse Condominium, Inc. to Talles Homes at Hobbit's Glen Condominium, Inc., by virtue of the amended, and restated Declaration of Condominium dated June 20, 1991 and recorded among the Land Records of Howard County, Maryland in Liber 2348 at Folio 140.)

All that piece or parcel of land, situate, lying and being in the 5th Election District, Howard County, Maryland, being part of that tract of land known as Parcel A-1 and described in a conveyance by ROBERT SLOAN, III and JOSEPH N. SCHALLER, Substitute Trustees, and N.P. No. 5 CORPORATION, a Maryland Corporation to TALLES HOMES AT HOBBIT'S GLEN, INC., A Maryland Corporation by deed dated May 30, 1990 and recorded among the Land Records of Howard County, Maryland in Liber 2346 at Folio 0109, said piece or parcel also being part of PARCEL A-1 as delineated on a plat of subdivision entitled "REVISION PLAT, COLUMBIA, VILLAGE OF HARPER'S CHOICE, PARCEL A-1, A RESUBDIVISION OF PARCEL A, SECTION 7, AREA 1 AND VILLAGE OF HARPER'S CHOICE, HOBBIT'S GLEN GOLF COURSE, LOT 7, A RESUBDIVISION OF LOT 5", 5th Election District, Howard County, Maryland and recorded among the Land Records of Howard County, Maryland as Plat No. 8551 and being more particularly described as follows:

Beginning for the same at a point on the South 31° 31' 59" East, 401.88 feet plat line of Parcel A-1 as shown on the aforesaid Revision Plat recorded as Plat No. 8551, said point being 78.39 feet from the beginning of said plat line, thence running with part of said plat line and with part of the outline of Parcel A-1 the following course and distance

1) South 31° 31' 59" East, 260.60 feet to a point, thence leaving the Easterly outline of Parcel A-1 and running to cross and include part of Parcel A-1 the following six (6) courses and distances
2) South 45° 22' 00" West, 75.00 feet to a point, thence
3) North 80° 10' 27" West, 35.35 feet to a point, thence
4) South 66° 00' 00" West, 30.40 feet to a point, thence
5) North 38° 35' 52" West, 134.04 feet to a point, thence

EXHIBIT "A"



September 20, 1993

NOT FOR RESALE DISCLOSURE

6) North 01° 00' 00" East, 96.10 feet to a point, thence

7) North 37° 30' 00" East, 101.22 feet to the place of beginning containing 31,666 square feet or 0.7269 of an acre of land, more or less.

Subject to: All easements, covenants and matter affecting this parcel as mentioned in the aforesaid Liber 2346 at Folio 0109.

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STREET ADDRESSES PHASE 6 HOBBIT'S GLEN

| | |
|---|---|
| Lot 24 | 5155 Harper's Farm Road |
| Lot 25 | 5157 Harper's Farm Road |
| Lot 26 | 5159 Harper's Farm Road |
| Lot 27 | 5161 Harper's Farm Road |
| Lot 28 | 5163 Harper's Farm Road |
| Lot 29 | 5165 Harper's Farm Road |

NOT FOR RESALE DISCLOSURE