
The Landings

ARTICLES OF INCORPORATION

BYLAWS

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ARTICLES OF INCORPORATION

OF

PAINTER'S HILL

HOMEOWNERS' ASSOCIATION, INC.

FIRST: The undersigned, Sandra G. Van Atta, whose post office address is 1815 H Street, N.W., Washington, D.C., 20006, being at least eighteen (18) years of age, does hereby form a non-profit corporation under the laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Association") is PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC.

THIRD: The purposes for which the Association is formed are as follows:

1. To provide for and assure the maintenance, operation, preservation, and architectural control of the planned community (the "Community") known as Painter's Hill at the Landings, located in the City of Annapolis, Anne Arundel County, Maryland, and in furtherance of the foregoing, to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements made by Painter's Hill Development Corporation, and all Supplemental Declarations filed in accordance therewith, hereinafter collectively called the "Declaration," applicable to the Community and recorded or to be recorded in the Land Records of Anne Arundel County, Maryland, and as the same may be amended and supplemented from time to time as therein provided;

2. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or any Supplemental Declaration; to pay all expense in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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W. GARRETT LARRIMORE
CLERK

3. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of any real or personal property in connection with the affairs of the Association, subject to the provisions of the Declaration;

4. To borrow money and, as provided in the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. To dedicate, sell or transfer all or any part of the Common Areas of the Community (as defined in and subject to the Declaration) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, by a vote of two-thirds (2/3) of each class thereof, except as otherwise set forth in the Declaration;

6. To have and exercise any and all powers, rights and privileges which a non-stock, non-profit corporation organized under the laws of the State of Maryland by law may now or hereinafter may have or exercise; and

7. Insofar as permitted by law, to do any other act or thing and exercise any power suitable, convenient, or proper for the accomplishment of any of the objects and purposes herein at any time may appear conducive to or expedient for the accomplishment of any such objects and purposes.

8. Anything above to the contrary notwithstanding, no substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code of 1954, as amended, and the Regulations thereunder. The Association shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

FOURTH: The post office address of the principal office of the Association in Maryland is: 1204 Young's Farm

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Road, Hilltop Lane, Annapolis, Maryland 21403. The name and post office address of the resident agent of the Association in Maryland is: The Corporation Trust Incorporated, First Maryland Bldg., 25 S. Charles Street, Baltimore, Maryland 21201.

FIFTH: The Association is not authorized to issue any capital stock.

SIXTH: (a) Every person or entity who is a record owner of a fee or undivided fee interest of any Lot or Living Unit (as defined in the Declaration) included within the Community shall be a Member of the Association; 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. Ownership of the requisite property interest shall be the sole qualification for membership. Upon evidence being presented to the Board of Directors by the applicant of its ownership of a Lot or Living Unit, the applicant shall be admitted to membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit.

(b) The Association shall have two (2) classes of voting membership:

(i) Class A. Class A Members shall be all Lot and Living Unit Owners (other than the Declarant except as noted in subparagraph (ii) below) and shall be entitled to one (1) vote for each Lot or Unit owned.

(ii) Class B. The Class B Member shall be the Declarant, which shall be entitled to a number of votes equal to one (1) more than the aggregate votes of all Class A members existing from time to time. The Class B membership shall be converted into a Class A membership upon the earlier to occur of (i) the conveyance by the Declarant of the 405th Lot or Living Unit in the Community; (ii) the ninth anniversary of the recordation of the Declaration or (iii) the recordation of a written instrument among the land records of Anne

Arundel County, Maryland, executed by the Declarant, whereby it resigns its Class E membership in the Association.

(iii) When more than one person, or where an entity other than an individual person holds an interest in any Lot or Living Unit, all such persons or the entity, as the case may be, shall be Members. The vote for such Lot or Living Unit shall be exercised as provided in the Bylaws, but in no event shall more than one vote be cast with respect to any one Lot or Living Unit.

SEVENTH: (a) The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) members who shall hold office until the election of their successor or successors. Members of the Board of Directors need not be members of the Association. Directors shall be selected as provided in the Bylaws of the Association.

(b) The names and addresses of the initial directors of the Association, to serve until their successors have been elected and have qualified, are:

<u>Name</u>	<u>Address</u>
Stephen H. Baruch	180 South Broadway, White Plains, New York 10605
Jeffrey F. Joseph	180 South Broadway, White Plains, New York 10605
Robert Libson	180 South Broadway, White Plains, New York 10605

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EIGHTH: Upon dissolution of the Association, the assets, both real and personal, of the Association shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him or her under the recorded covenants and deeds applicable to the Community unless in accordance with the provisions of such covenants and deeds.

NINTH: The duration of the Association shall be perpetual.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation on June 21, 1977.

WITNESS:

James A. Newstadt Landra S. Vanatta

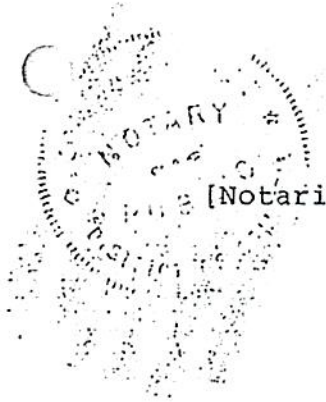
District of Columbia) ss:

I hereby certify that on June 21, 1977, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Landra S. Vanatta and acknowledged the foregoing Articles of Incorporation be her act.

Witness my hand and notarial seal, the day and year last above shown.

Joanna Macatee
Notary Public

My Commission Expires August 31, 1979



[Notarial Seal]

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ARTICLES OF AMENDMENT

OF

PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC.

Changing its name to:

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation
of Maryland January 30, 1984 at 8:30 o'clock A.M. as in conformity
with law and ordered recorded.

Recorded in Liber 2633, folio 000239, one of the Charter Records of the State
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ _____ Recording fee paid \$ 20.00 Special Fee paid \$ _____

To the clerk of the Circuit Court of Anne Arundel County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has
been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

Paul B. Johnson



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PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC.
ARTICLES OF AMENDMENT

PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation, having its principal office at 356 Hilltop Lane, Annapolis, Maryland 21403 and hereinafter referred to as "the Corporation", hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The Articles of Incorporation of the Corporation are hereby amended to change the name of the Corporation to "THE LANDINGS HOMEOWNERS' ASSOCIATION, INC."

SECOND: The Articles of Incorporation of the Corporation are hereby further amended by striking in its entirety Article SECOND thereof and by substituting in lieu thereof the following:

"SECOND: The name of the corporation (which is hereinafter referred to as "the Association" is "THE LANDINGS HOMEOWNERS' ASSOCIATION, INC."

THIRD: The Articles of Incorporation of the Corporation are hereby further amended by striking in its entirety Article FOURTH thereof and by substituting in lieu thereof the following:

"FOURTH: The post office address of the principal office of the Association in Maryland is 356 Hilltop Lane, Annapolis, Maryland 21403. The Resident Agent of the Association is Richard T. Wright, whose post office address is Suite 400, 2024 West Street, Annapolis, Maryland 21401. Said Resident Agent is a citizen of the State of Maryland and actually resides therein.

FOURTH: The Articles of Incorporation of the Corporation are hereby further amended by adding thereto an

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additional new Article TENTH, which said new Article TENTH shall read as follows:

"TENTH: If the Board of Directors shall in each instance deem such to be advisable, and subject to such regulations as the Board of Directors shall in each instance prescribe therefor, the members of the Association shall have the right to vote by mail on any stated proposal or for the election of directors."

FIFTH: The Corporation is not authorized to issue any capital stock, and, as such, it has no stock outstanding or subscribed for. The organizational meeting of the Corporation's Board of Directors occurred prior to the adoption of these Articles of Amendment. By written informal action unanimously taken by the Board of Directors of the Corporation pursuant to and in accordance with Sections 2-408(c) and 2-603(a), (c) of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors of the Corporation duly advised and approved the foregoing amendments.

SIXTH: By written informal action, unanimously taken by the Board of Directors of the Corporation pursuant to and in accordance with Sections 2-408(c) and 2-603(a), (c) of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors duly advised the foregoing amendments and directed that the same be submitted at an annual or special meeting of the members of the Corporation. Thereafter, on May 16, 1983, the foregoing amendments and these Articles of Amendment were duly approved by the members of the Corporation by the affirmative vote of two thirds of all votes of such members entitled to be cast on these matters.

IN WITNESS WHEREOF, PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC. has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunder affixed and attested by its Secretary on this 20th day of January, 1984, and its President acknowledges that these Articles of Amendment are the act and deed of PAINTER'S HILL

HOMEOWNERS' ASSOCIATION, INC., and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST:

PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC.

By Robert Libson (SEAL)
Robert Libson, President

Judith D. Sackman
Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 20th day of January, 1984, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared ROBERT LIBSON, who is known to me (or satisfactorily proven) to be the President of the PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC. named in the foregoing Articles of Amendment, and he made oath in due form of law that the matters and facts set forth therein are true to the best of his knowledge, information and belief, and he acknowledged said Articles of Amendment as the act and deed of said corporation
AS WITNESS my hand and notarial seal.

Margaret E. Robinson
Notary Public

My commission expires July 1, 1986

THE LANDINGS HOMEOWNER'S ASSOCIATION, INC.

ARTICLES OF REVIVAL

THE LANDINGS HOMEOWNER'S ASSOCIATION, INC., a Maryland corporation, having its principal office at 1919 West Street, Annapolis, Maryland 21401, (hereinafter referred to as "the Corporation") hereby certifies to the State Department of Assessment and Taxation of Maryland (hereinafter referred to as "the Department") that:

FIRST: The Articles of Revival are for the purpose of reviving the Charter of the Corporation.

SECOND: The name of the Corporation at the time of the forfeiture of its Charter was "THE LANDINGS HOMEOWNER'S ASSOCIATION, INC."

THIRD: The name which the Corporation will use after the revival of its Charter pursuant to these Articles of Revival shall be "THE LANDINGS HOMEOWNER'S ASSOCIATION, INC.", which name complies with the provisions of the Corporations and Associations Article of the Annotated Code of Maryland with respect to corporate names.

FOURTH: The post office address of the principal office of the Corporation in the State of Maryland is 1919 West Street, Annapolis, Maryland 21401, and said principal office is located in Anne Arundel County, Maryland, the same county in which the principal office of the Corporation was located at the time of the forfeiture of its Charter.

FIFTH: The name and post office address of the resident agent of the Corporation in the State of Maryland are Richard T. Wright, The Parkway Building, Suite 410, 200 Harry Truman Parkway, Annapolis, Maryland, Anne Arundel County, Maryland 21401. Said resident agent is a citizen actually residing in this State.

SIXTH: Prior to the filing of these Articles of Revival, the Corporation has:

(a) Filed all annual reports required to be filed by the Corporation or which could have been required to be filed by the Corporation if its Charter had not been forfeited; and

(b) Paid all State and local taxes (except taxes on real estate) and all interest and penalties due by the Corporation or which would have become due if its Charter had not been forfeited, whether or not barred by limitations.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Revival to be signed and acknowledged in its name and on its behalf by its last acting President and its corporate seal to be hereunder affixed and attested by its last acting Treasurer on this 6th day of December, 2001.

ATTEST:

THE LANDINGS HOMEOWNER'S
ASSOCIATION, INC.

By Janet J. Greene
Jan Greene JANET J. GREENE JJB
Last Acting President

Dave Knutsen JJB
Dave Knutsen
Last Acting Treasurer

Art. of
Revival

AFFIDAVIT FOR REVIVAL OF A CHARTER

I, Jan Greene, President of THE LANDINGS HOMEOWNERS ASSOCIATION, INC., hereby declare that the previously mentioned corporation has paid all State and local taxes except taxes on real estate, and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitations.

Janet Greene
Jan Greene, President
JANET J. GREENE JJB

I hereby certify that on December 6, 2001 before me, the subscriber, a notary public of the State of Maryland, in and for Anne Arundel County personally appeared Jan Greene ^{JANET} and made oath under the penalties of perjury that the matters and facts set forth in this affidavit are true to the best of her ^{J. GREENE} knowledge, information and belief. _{EAB}

As witness my hand and notarial seal

[Signature]
Notary Public

My commission expires: April 2, 2002

FORM 2973 REV. 2005

BYLAWS

OF

PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Introduction

Section 1. Name. The name of the corporation is PAINTER'S HILL HOMEOWNER'S ASSOCIATION, INC. (the "Association"), a Maryland corporation.

Section 2. Offices. The Association shall have its principal office at "Painter's Hill at The Landings," Annapolis, Maryland, or at the office of the Managing Agent from time to time employed by the Association. The Association may have such other or additional offices as the Board of Directors deems advisable from time to time.

Section 3. Definitions. A certain Declaration of Covenants, Restrictions, Conditions and Easements pertaining to the Community has been recorded among the land records of Anne Arundel County, Maryland simultaneously herewith or immediately prior hereto and is incorporated herein by reference. All terms used in these Bylaws shall have the meanings set forth in the Declaration, unless otherwise specifically noted herein.

Section 4. Purpose of Bylaws. The purpose of these Bylaws is to provide the rules regulating the structure and operations of the Association, and all rules governing the Community shall be as provided in the Declaration, the resolutions and rules of the Board of Directors and the Architectural Control Committee, and the Rules and Regulations.

ARTICLE II

Membership and Voting Rights

Section 1. Membership in the Association. Every Owner of a Lot or Living Unit in the Community shall be a Member of the Association, provided, however, that any person or entity who holds merely a lien or security interest on an Owner's interest in a Lot or Living Unit for the performance of an obligation shall not be a Member unless and until such person or entity has succeeded to such Owner's interest by enforcement of such lien or security interest. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Living Unit.

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Section 2. Suspension of Membership Rights. The Board of Directors of the Association may deny any person the privileges of membership in the Association during any period of time when such person is in default of any of his or her obligations under the Declaration (including, without limitation, the failure to pay any assessment), provided that such default has continued uncured for a period of ten (10) days after written notice thereof to such Member.

Section 3. Membership Classes. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Lot and Living Unit Owners (other than the Declarant except as noted in paragraph (b) below) and shall be entitled to one (1) vote for each Lot or Living Unit owned.

(b) Class B. The Class B Member shall be the Declarant, which shall be entitled to a number of votes equal to one (1) more than the aggregate votes of all Class A members existing from time to time. The Class B membership shall be converted into a Class A membership upon the earlier to occur of (i) the conveyance by the Declarant of the 405th Lot or Living Unit in the Community; (ii) the ninth anniversary of the recording of the Declaration or (iii) the recording of a written instrument among the land records of Anne Arundel County, Maryland, executed by the Declarant, whereby it resigns its Class B membership in the Association.

Section 4. Joint Ownership or Ownership by Non-Individuals. Since an Owner may be more than one person, or may be an entity, the person who shall be entitled to cast the vote of a Lot or Living Unit in any such case shall be the person named in a certificate executed by all of the Owners of such Lot or Living Unit and filed with the Secretary or, in the absence of such named person from the meeting (or the failure to name such a person), the person who shall be entitled to cast the vote shall be the co-owner (or entity officer, director, partner or designee) who is present at any meeting, if only one such person is present. If more than one of such persons are present and no certificate has been filed with the Secretary (or if the person named in the certificate is not present), the vote shall be cast only in accordance with the agreement of a majority of the persons so present, and the consent of such persons shall be conclusively presumed

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if any one of them purports to cast the vote without protest being made to the person presiding over the meeting. If protest is made, the vote shall be counted solely for the purpose of determining whether a quorum is present. Since a "person" need not be a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, an Owner of a Lot or Living Unit.

Section 5. Voting Rights in the Association. The Members of the Association shall have the right to vote for the election and removal of directors and upon such matters with respect to which a vote of Members is required under the Declaration or under the provisions of law.

Section 6. Membership Certificates. Membership certificates shall be issued to all Class A members. Each membership certificate shall state (1) that the Association is organized under the laws of the State of Maryland, (2) the name of the registered holder or holders of the membership represented thereby and the class of membership, and (3) such other matters as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the Lot or Living Unit to which such membership is appurtenant. Class A membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association and shall be sealed with the corporate seal.

Section 7. Lost Certificates. The Board of Directors may direct that a new certificate or certificates be issued in place of any certificate or certificates previously issued and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors, in its discretion, and as a condition precedent to the issuance thereof, may require that the registered holder or holders of such lost or destroyed certificate or certificates, or his or her legal representative, advertise the same in such manner as the Board

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of Directors may require, at such Owner's expense, and that he or she give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association.

ARTICLE III

Meetings of Members

Section 1. Annual Meeting. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day and month of each year thereafter, at the hour of 8:00 p.m. If the day for the annual meeting of the Members is a Sunday or legal holiday, the meeting will be held at the same hour on the first day following which is not a Sunday or legal holiday. Annual meetings shall be held for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors or, subsequent to the first annual meeting, upon the written request of Members of the Association holding not less than one-fourth (1/4) of the votes of the Class A membership or one-fourth (1/4) of the votes of the Class B membership. No business shall be transacted at a special meeting except as stated in the notice thereof.

Section 3. Place of Meeting. The Board of Directors may designate any location as the place for any annual meeting or special meeting called by the Board of Directors, and the President may designate any location as the place for any special meeting called by the President. If no designation is made, or if a special meeting is called by the Members of the Association, the place of meeting shall be the principal office of the Association within the State of Maryland.

Section 4. Notice of Meetings. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than twenty (20) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the

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direction of the President or the Secretary or the person calling the meeting, to each Member of the Association at his or her address as shown on the records of the Association. If the Federal National Mortgage Association (FNMA) is a mortgagee of any Lot or Living Unit within the Community, such notice shall be sent, within the same time frame specified in the preceding sentence, to all institutional holders of first mortgages on the Lots and Living Units who, by written notice to the Board of Directors containing the name and address of such institutional first mortgagee, request notification of such meetings. Each institutional first mortgagee entitled to receive the foregoing notice of meetings of the Association may designate a representative to attend any meeting of the Association, but such representative shall have no voting rights. The mailing or personal delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. A Member, in writing signed by such Member, may waive notice of any meeting before or after the date of the meeting stated therein. Attendance at a meeting shall be deemed a waiver of notice of the time, place and purposes thereof.

Section 5. Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the Members of the Association, which consent shall be filed with the Secretary of the Association as part of the corporate records.

Section 6. Quorum and Manner of Acting. Members or proxies constituting one-tenth (1/10) of the total votes of each class of membership shall constitute a quorum at any meeting unless provided otherwise in the Declaration. The act of a majority of the membership, in interest, present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by law, the Articles of Incorporation, these Bylaws or by the Declaration. If at any meeting a quorum is not present, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present in person or by proxy.

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Section 7. Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his or her Lot or Living Unit.

Section 8. Conduct of Meetings. The Board of Directors may make such regulations as it deems advisable for any meeting of the Members, including, without limitation proof of membership in the Association, evidence of the right to vote and the appointment and duties of inspectors of votes. Such regulations shall be binding upon the Association and its Members.

ARTICLE IV

Directors

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors. Directors need not be Members of the Association.

Section 2. (a) Number and Tenure. The number of Directors shall be three (3). At the special meeting of the Members described in Section 2(b) below, the Members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. At each annual meeting thereafter, the Members shall elect Directors for a term of two years. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, or by a sole remaining Director and, if not previously so filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill. Election of Directors may be conducted by mail ballot if the Board of Directors so determines. Directors shall be elected by a majority of the votes of both classes of Members, taken together.

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(b) Anything in Section 2(a) to the contrary notwithstanding, for so long as the Declarant holds a Class B membership, the Declarant shall be entitled to select the members of the Board of Directors for a term or terms determined by the Declarant, in its sole discretion. Vacancies in the office of director selected by the Declarant during the period when the Declarant has the right to select the Board shall be filled by the Declarant. Within sixty (60) days of termination of Class B membership, all directors selected by the Declarant then in office shall resign, and a special meeting shall be held to elect new directors, at which meeting all Class A members, including the Declarant to the extent it then owns any Lot or Living Unit, shall be entitled to vote for the election of directors.

Section 3. Annual Meetings. Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the Members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without notice.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any one Director by giving notice thereof as provided in Section 5 of this Article V. Special meetings shall be held at the place and time designated in the notice thereof.

Section 5. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least three (3) days prior to such meeting by written notice delivered personally or sent by mail to each Director at his or her address as shown on the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited postage prepaid in the United States mail in a sealed envelope properly addressed. Any Director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of,

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any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation, these Bylaws or the Declaration.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting without further notice, until a quorum is present.

Section 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. Compensation. Directors as such shall not receive any stated salaries for their services, but, by resolution of the Board of Directors, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a Director. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 9. Informal Action of Directors. Any action required or permitted by law to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors, which consent shall be filed with the Secretary of the Association as part of the corporate records.

Section 10. Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. The vacancy thus created by such a removal shall be filled at a regular or special meeting called for such purpose.

ARTICLE V

Powers and Duties of the Board of Directors

Section 1. Powers. In addition to any other powers set forth in the Declaration or the Articles of Incorporation, or provided by law, the Board of Directors shall have power to:

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(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(c) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and

(d) suspend a Member's voting rights or a Member's or other person's right to use the Common Areas and common facilities during any period in which such Member or other person shall be in default in the payment of any assessment levied by the Association, which default remains uncured after ten (10) days prior written notice thereof to the person in default. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published Rules and Regulations.

Section 2. Duties. In addition to any other duties specified in the Declaration or Articles of Incorporation, or imposed by law, it shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a summary statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such summary statement is requested in writing by one-fourth (1/4) of either class of Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) maintain the Common Areas and other areas of the Community for which it is their responsibility, under the Declaration, to maintain;

(d) as more fully provided in the Declaration, to:

(1) fix the amount of the monthly assessment, if any, against each Lot and Living Unit at least thirty (30) days in advance of each monthly assessment period;

(2) send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of such special assessment; and

(3) foreclose the lien against any Lot or Living Unit for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) obtain and maintain, to the extent obtainable, (1) fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements, and, if FEMA is a mortgagee of any Unit, an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and, if required by FEMA, Demolition and Contingent Liability from Operation of Building Laws Endorsements, an Increased Cost of Construction Endorsement, an Earthquake Damage Endorsement, and such other endorsements as are necessary, insuring the Common Areas (including all building service equipment and the like) in an amount no less than one hundred percent (100%) of the current "replacement cost" of insurable Common Areas, naming as insured the Association for the benefit of the Owners; (2) a comprehensive policy of public liability insurance covering all of the

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Common Areas located within the Community, insuring the Association, and containing a "severability of interest" clause or endorsement precluding the insurer from denying the claim of a Member because of negligent acts of the Association or other Members, and, if FNMA is a mortgagee of any Unit, with such limits as may be considered acceptable to FNMA (but in no event less than \$1,000,000 per occurrence for personal injury and/or property damage), such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, coverage in the kinds and amounts commonly required by private institutional mortgage investors, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Each hazard insurance policy must be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of BBB+ or better or a comparable rating under any revised rating schedule and which is licensed or authorized by law to do business in the State of Maryland. If the Federal Home Loan Mortgage Corporation (FHLMC) is the mortgagee of any Unit, in no event shall any policy of insurance provided for hereunder be obtained from an insurance carrier where: (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against a Unit Owner or FHLMC or FHLMC's designee; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which would prevent FHLMC or an Owner from collecting insurance proceeds.

(g) obtain a fidelity bond or insurance covering dishonest acts on the part of Directors, managers, volunteers, trustees, officers and employees (without regard to whether the foregoing served with or without compensation) of the Association handling or responsible for handling funds belonging to or administered by the Association. Such bond or insurance shall name the Association as the named insured and the amount of such bond or insurance shall be in no event less than the greater of (i) one and one-half (1-1/2) times the Association's estimated annual operating expenses and reserves, or (ii) if FNMA is the mortgagee of any Unit, the amount required by FNMA. Such bond or insurance shall include

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an appropriate endorsement to cover any persons who serve without compensation if the bond or policy would not otherwise cover volunteers, and, if FHMA is the mortgagee of any Unit, shall provide that such bond or insurance cannot be cancelled (for nonpayment of premium or for any other reason) or substantially modified without at least thirty (30) days' prior written notice to the Board of Directors and to FHMA, in care of its servicer.

ARTICLE VI

Officers

Section 1. Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President shall be a director of the Association. Other officers may be, but need not be, directors of the Association.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, and shall serve at the pleasure of the Board. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors.

Section 3. Removal. Any officer may be removed by the Board of Directors at any time with or without cause.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be chief executive officer of the Association.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII

Committees

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of at least two Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that no such committee shall have authority of the Board of Directors as to the following matters: the dissolution, merger or consolidation of the Association; the amendment of the Declaration, Bylaws or Articles of Incorporation of the Association; the sale, lease, encumbrance or exchange of all or substantially all of the property of the Association; the designation of any committee or the filling of vacancies in the Board of Directors or in any such committee; the amendment or repeal of these Bylaws or the adoption of new Bylaws; or the amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated by a resolution adopted by a majority of Directors present at a meeting at which quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution.

Section 3. Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII

Managing Agent

The Board of Directors shall employ for the Association a professional Managing Agent at a compensation established by the Board of Directors to perform such duties as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent such appropriate powers as are necessary for the Managing Agent to discharge its responsibilities relating to the maintenance and management of the Common Areas and facilities and other portions of the Community for which the Association is responsible pursuant to the provision of the Declaration. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. Any contract with a Managing Agent shall be for a maximum contract term that does not exceed three (3) years and shall provide that it may be terminated by either party, with or without cause and without payment of any termination fee, on ninety (90) days' written notice; provided, however, if the FVMA and FVLMC are both mortgagees of Units, such contract shall be for a term not to exceed one (1) year in lieu of the aforesaid three-year term and shall provide, in addition to the aforesaid right of termination on ninety (90) days' written notice, that it may be terminated by the Association, with cause, on thirty (30) days' written notice, and if FVMA (but not FVLMC) is a mortgagee of any Unit, such contract shall be for a term not to exceed one (1) year and shall provide that it may be terminated by the Association only with cause and then upon thirty (30) days' prior written notice. The requirements and limitations stated in the preceding sentences are for the benefit of FVMA and FVLMC and may be waived, in whole or in part, in writing by FVMA or FVLMC, as the case may be, and if so waived shall not be binding on the Association. Notwithstanding the foregoing rights of termination, if the FVMA is a mortgagee of any Unit and a Managing Agent has been employed by the Board of Directors, the Board may not terminate such contract and assume self-management of the Community without obtaining the prior written approval of all institutional first mortgagees of the Units.

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ARTICLE IX

Leasing of Units

No portion of a Living Unit (other than the entire Living Unit) may be rented, and no transient tenants (occupying the Living Unit for less than six months) may be accommodated therein; provided, however, if FURHA is a mortgagee of any Unit, the foregoing restriction shall not apply to a lender in possession of the Living Unit following a default under the first mortgage, foreclosure of a first mortgage or any deed or other arrangement in lieu of foreclosure. All leases shall be in writing and the Owner of a Living Unit which is being leased shall provide the Board of Directors with a copy of such lease promptly after its execution. Each lease shall provide that (i) occupancy of the Unit is subject to the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and any Rules and Regulations adopted pursuant to the Declaration, as all of the foregoing may be amended from time to time, (ii) any failure of the lessee to comply with the provisions of the foregoing documents shall be a default under the lease, and (iii) in the event of any inconsistency between the provisions of the lease, and the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations, the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations, in that order, shall prevail. A copy of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations shall be attached to each lease of a Living Unit and made a part thereof. The provisions of this Article relating to limitations on the duration of leases shall not apply to living Units owned by the Declarant during the time they are owned by the Declarant.

ARTICLE X

Remedies

The failure of any Member to comply with the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations will give rise to a cause of action in the Declarant, the Association, and any aggrieved Member and his or her mortgagee for the recovery of damages, or for injunctive or other equitable relief, or both.

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ARTICLE XI

Books and Records

The books and records of the Association shall be available for examination and inspection by the Members, the first mortgagees of the Lots or Living Units or any other portion of the Community, and the duly authorized agents or attorneys of the Members and such first mortgagees, during normal business hours. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once during each fiscal year by an outside auditor employed by the Board of Directors who shall not be a resident of the Community or a Member of the Association and who shall prepare, within ninety (90) days after the close of each fiscal year, based upon such audit, a financial statement for the Association. Such statement shall be distributed prior to the expiration of the aforementioned ninety-day period to each member and, if FPHA is the mortgagee of any Living Unit, to each institutional holder of the first mortgage on a Living Unit who, by written notice to the Board of Directors containing the name and address of such institutional first mortgagee, requests a copy of such statement. The Declaration, the Articles of Incorporation, these Bylaws and the Rules and Regulations of the Association shall be available for inspection by any Member at the principal office of the Association during normal business hours.

ARTICLE XII

Construction

In the event of a conflict between the Declaration and the Articles of Incorporation or these Bylaws, the Declaration shall control; and in the case of any conflict between the Articles of Incorporation and these Bylaws that the Declaration does not resolve, the Articles of Incorporation shall control.

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ARTICLE XIII

Indemnity

Any person made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director, officer, or employee of the Association or of any corporation in which he or she served as such at the request of the Association, shall be and hereby is indemnified by the Association against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by such person in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding, or in connection with any appeal therein that such officer, Director or employee is liable for gross negligence or willful misconduct in the performance of his or her duties.

ARTICLE XIV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the name of the Association and the jurisdiction and year of its incorporation.

ARTICLE XV

Amendments

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the vote of two-thirds of the members of the Board of Directors, or at any meeting of the members by a vote of a two-thirds in interest of the votes of both classes of the membership of the Association, taken together.

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ARTICLE XVI

Mortgages

Section 1. Notice to Board of Directors. An Owner who mortgages his or her Lot or Living Unit shall notify the Board of Directors, in writing, of the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors.

Section 2. Notice of Default. The Board of Directors, when giving notice to a Lot or Living Unit Owner of a default in paying an assessment or any other default in the compliance by such Owner with any of the terms of the Declaration, the Articles of Incorporation, these Bylaws, or the Rules and Regulations, shall send a copy of such notice to each holder of a mortgage covering such Owner's Lot or Living Unit whose name and address have theretofore been furnished to the Board of Directors. In addition, in the case of a first mortgage, if such default shall continue uncured for sixty (60) days, the Board of Directors shall send written notice thereof to such first mortgagee; provided, however, if FNMA is the mortgagee of any Living Unit, the Board of Directors shall, in addition to the aforementioned notices, send to each such first mortgagee written notice of any such default continuing uncured for thirty (30) days.

Section 3. Notice of Damage; Condemnation. In the event of substantial damage to or destruction of any Living Unit (in excess of \$1000) or to any part of the Common Areas (in excess of \$10,000), the holder of any first mortgage on a Living Unit shall be given timely written notice by the Board of Directors of any such damage or destruction. If any Lot or Living Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Lot or Living Unit shall be given timely written notice by the Board of Directors of any such proceeding or proposed acquisition.

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Section 4. Definition. The term "mortgage" as used herein shall mean any mortgage, deed of trust or similar security instrument.

ARTICLE XVII

Approval of Mortgages

These Bylaws and the Articles of Incorporation contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Lots or Living Units. Such provisions in these Bylaws and the Articles of Incorporation are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Living Units. Accordingly, no amendment or modification of these Bylaws or the Articles of Incorporation impairing or affecting such rights, priorities, remedies, or interests of a mortgagee shall be adopted without the prior written consent of such mortgagees; provided, however, in the event FUSA is the holder of a mortgage on any Lot or Living Unit, no amendment or modification of these Bylaws or the Articles of Incorporation shall be adopted without the prior written consent of each institutional holder of a first mortgage on a Lot or Living Unit. If there is more than one (1) mortgagee holding mortgages on the Lots and Living Units, it shall be sufficient, in the case of provisions benefitting only first mortgagees of Lots or Living Units to obtain the written consent of the mortgagee or mortgagees holding first mortgages on fifty-one percent (51%) or more of the Mortgages on Lots or Living Units encumbered by first mortgages, and in the case of provisions benefitting all mortgagees of Lots and Living Units, to obtain the written consent of the mortgagee or mortgagees holding mortgages on fifty-one percent (51%) or more of the Lots and Living Units encumbered by mortgages.

Mailed to: *W. H. Little Co.*

**AMENDMENT OF THE BYLAWS OF
THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.**

EXPLANATORY STATEMENT: On or about June 21, 1977, the Bylaws of Painter's Hill Homeowners' Association, Inc. (subsequently renamed THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.) were duly adopted. THE LANDINGS HOMEOWNERS' ASSOCIATION, INC., in accordance with Article XV of these Bylaws, by the affirmative vote of not less than two thirds of the members of the Board of Directors of said Association, now hereby amends its said Bylaws as hereinafter provided.

NOW, THEREFORE, as of the 25th day of MARCH, 2002, the above described Bylaws of THE LANDINGS HOMEOWNERS' ASSOCIATION, INC. are hereby amended by deleting the existing Article X thereof in its entirety and inserting in lieu thereof, a new Article X, to read as follows:

ARTICLE X

REMEDIES, LATE FEES, AND ENFORCEMENT OF COVENANTS

Section 1. Board of Directors Power to Enforce. To assist the Association in providing for congenial occupancy and the protection of the value of the Community, the Board of Directors shall have the right and authority to exercise reasonable controls over the use of the Community as more fully provided in the Declaration. Violations of the covenants, conditions, restrictions, and easements, and the rules and regulations shall not be permitted, and the Board of Directors is authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator as more fully provided herein below.

Section 2. Entitlement to Attorney's Fees. In any proceeding by the Association or by an Owner to enforce any restriction, condition, covenant, reservation, easement, lien or charge now or hereafter duly imposed, and provided that the plaintiff Association or plaintiff Owner prevails, such party shall be entitled to an award of its reasonable attorney's fees and litigation costs and expenses incurred in prosecuting the proceeding.

Section 3. Fines. After providing such due process as may be required, the Association's Board of Directors shall have the power to impose a fine upon an Owner of not more than twenty-five dollars (\$25.00) per day for each initial violation or for each repeated violation, of any of the provisions of the Declaration, these Bylaws, or rules and regulations of the Association. For the purposes of this section, each day any such violation continues shall be deemed to be a separate such violation. As determined by the Board of Directors, interest on the unpaid amount of any fine shall accrue at a rate not to exceed the maximum legal rate permitted from time to time in the

State of Maryland. In the event of litigation to collect the amount of any fine imposed pursuant to the terms of these Bylaws, the person obligated to pay such fine shall further be obligated to pay to the Association reasonable attorney's fees and any costs of collection in connection therewith. Such fines shall be in addition to other remedies available to the Board of Directors.

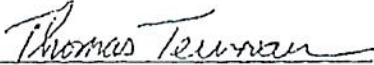
Section 4. Late Fees. A late charge not to exceed \$15 or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, may be imposed by the Board of Directors of the Association if any assessment or installment thereof is not paid within 15 days of the date due.


Section 5. Other Remedies. The failure of any Member to comply with the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations will give rise to a cause of action in the Association, and any aggrieved Member and his or her mortgagee for the recovery of damages, or for injunctive or other equitable relief, or both.

The foregoing amendment shall take effect immediately.

ATTEST:

THE LANDINGS HOMEOWNERS'
ASSOCIATION, INC.


Secretary

By 
Jan Greene, President

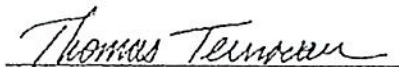
CERTIFICATE OF APPROVAL

THE UNDERSIGNED HEREBY CERTIFY that as of the 25th day of March, 2002, they were the persons specified by the Bylaws and/or the Board of Directors of The Landings Homeowners' Association, Inc. to count votes at the meeting of the members of THE LANDINGS HOMEOWNERS' ASSOCIATION, INC. held on that date. The undersigned hereby further certify that the foregoing Amendment of the Bylaws of THE LANDINGS HOMEOWNERS' ASSOCIATION, INC. was on that date approved by the affirmative vote of not less than two thirds of the members of said Board of Directors.

AS WITNESS the signatures and seals of the undersigned.



ATTEST:


Secretary

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
September 25, 1984
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12. Subsection (a) of Section 2 of Article V of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a summary statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such summary statement is requested in writing by at least fifteen percent (15%) of the Members entitled to vote;

13. Article VIII of the Bylaws is hereby amended by deleting the existing provisions of said article in full and by inserting, in lieu thereof, the following language:

Managing Agent

The Board of Directors shall employ for the Association a professional Managing Agent at a compensation established by the Board of Directors to perform such duties as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent such appropriate powers as are necessary for the Managing Agent to discharge its responsibilities relating to the maintenance and management of the Common Areas and facilities and other portions of the Community for which the Association is responsible pursuant to the provisions of the Declaration. Any contract with a Managing Agent shall be for a maximum contract term that does not exceed three (3) years and shall provide that it may be terminated by either party, with or without cause and without payment of any termination fee, on ninety (90) days' written notice; provided, however, if the FNMA and FDLMC are both mortgagees of Units, such contract shall be for a term not to exceed one (1) year in lieu of the aforesaid three-year term and shall provide, in addition to the aforesaid right of termination on ninety (90) days' written notice, that it may be terminated by the Association, with cause, on thirty (30) days' written notice, and if PNMA (but not

PHLHC) is a mortgagee of any Unit, such contract shall be for a term not to exceed one (1) year and shall provide that it may be terminated by the Association only with cause and then upon thirty (30) days' prior written notice. The requirements and limitations stated in the preceding sentences are for the benefit of FNMA and PHLHC and may be waived, in whole or in part, in writing by FNMA or PHLHC, as the case may be, and if so waived shall not be binding on the Association. Notwithstanding the foregoing rights of termination, if the FNMA is a mortgagee of any Unit and a Managing Agent has been employed by the Board of Directors, the Board may not terminate such contract and assume self-management of the Community without obtaining the prior written approval of all institutional first mortgagees of the Units.

14. Article X of the Bylaws is hereby amended by deleting the existing provisions of said article in full and by inserting, in lieu thereof, the following language:

Remedies

The failure of any Member to comply with the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations will give rise to a cause of action in the Association, and any aggrieved Member and his or her mortgagee for the recovery of damages, or for injunctive or other equitable relief, or both.

15. Article VIII of the Bylaws is hereby amended by deleting the existing provisions of said article in full and by inserting, in lieu thereof, the following language:

Books and Records

The books and records of the Association shall be available for examination and inspection by the Members, the first mortgagees of the Lots or Living Units or any other portion of the Community, and the duly authorized agents or attorneys of the Members and such first mortgagees, during normal business

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
September 25, 1984
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hours. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once during each fiscal year by an outside auditor employed by the Board of Directors who shall not be a resident of the Community or a Member of the Association and who shall prepare, within ninety (90) days after the close of each fiscal year, based upon such audit, a financial statement for the Association. Such statement shall be distributed prior to the expiration of the aforementioned ninety-day period to each member who shall request the same in writing and, if FNMA is the mortgagee of any Living Unit, to each institutional holder of the first mortgage on a Living Unit who, by written notice to the Board of Directors containing the name and address of such institutional first mortgagee, requests a copy of such statement. The Declaration, the Articles of Incorporation, these Bylaws and the Rules and Regulations of the Association shall be available for inspection by any Member at the principal office of the Association during normal business hours.

16. Article XV of the Bylaws is hereby amended by deleting the existing provisions of said article in full and by inserting, in lieu thereof, the following language:

Amendments

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the vote of two-thirds of the members of the Board of Directors or by an affirmative vote of at least two-thirds of the total number of votes of the Association membership.

and it is further

RESOLVED: That, as hereby amended, the Bylaws of the Corporation as recorded among the Land Records of Anne Arundel County at Liber WGL 2979, folio 205 are hereby readopted, ratified, and republished as the Bylaws of the Corporation.

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
September 25, 1984
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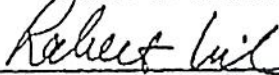
BOOK -12 PG. 683

This Informal Action of Directors may be executed in several counterparts, all of which shall together be valid notwithstanding the fact that all the undersigned may not have signed the original on the same counterpart.

WITNESS the execution hereof on the day and year first written above.

WITNESS:

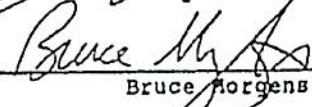
BOARD OF DIRECTORS:



Robert Libson



Judy Leichtman



Bruce Morgenstern

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
Amending Corporate Bylaws

September 25, 1984

BOOK -12 PG. 671

The undersigned, constituting all of the Directors of THE LANDINGS HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation, (hereinafter referred to as the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

WHEREAS Article XV of the Bylaws of the Corporation (hereinafter referred to as "the Bylaws") expressly provides that "[t]hese Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the vote of two-thirds of the members of the Board of Directors, . . ."; and

WHEREAS the Board of Directors of the Corporation deems the amendment of the Bylaws of the Corporation as hereinafter provided to be in the best interests of the Corporation; it is now

RESOLVED that the Bylaws of the Corporation are amended as follows:

1. Section 1 of Article I of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 1. Name. The name of the corporation is "THE LANDINGS HOMEOWNERS' ASSOCIATION, INC." (the "Association"), a Maryland corporation.

2. Section 2 of Article I of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
September 25, 1984
page 2

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Section 2. Offices. The Association shall have its principal office at "The Landings", Annapolis, Maryland, or at the office of the Managing Agent from time to time employed by the Association. The Association may have such other or additional offices as the Board of Directors deems advisable from time to time.

3. Sections 3, 4, 5, 6, and 7 of Article II of the Bylaws are hereby amended by deleting the existing provisions of said sections in full and by inserting, in lieu thereof, the following language:

Section 3. Voting. At every meeting of the Members, Members shall have the right to cast one (1) vote for each Lot owned on each question. The vote of the Members representing fifty-one percent (51%) of the total of the votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide questions brought before such meeting, unless the question is one upon which, by the express provision of a law, the Articles, the Declaration, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. Where the ownership of a Lot is in two or more persons and in the event of a dispute as to who can vote with respect to that Lot, the person who shall be entitled to cast the vote of the Members for that Lot shall be the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary. In the event all of the co-owners of any Lot who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Lot shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any Lot is owned by a corporation, then the vote for any such Lot shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or any Assistant Secretary of such corporation and filed with the Secretary of the Association. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
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partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the president at such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. Wherever the approval or disapproval of the Members is required by law, the Articles, the Declaration, or these Bylaws, such approval or disapproval shall be made by the requisite number of the persons who would be entitled to vote at a meeting of the Members.

Section 4. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, by a written notice of revocation received by the Secretary, by the death of the Member, or by the passage of one hundred eighty (180) days after the date of making as stated thereon, whichever occurs first.

Section 5. Votes by Mail. Action may be taken by the Members upon a stated proposal or for the election of directors without a meeting upon a vote of the Members by mail in accordance with such reasonable procedures therefor as the Board shall prescribe and under its supervision. Votes by mail may be initiated by the Board of Directors or by the written request of Members of the Association holding not less than fifteen percent (15%) of the votes of the membership. The affirmative vote by mail of at least fifty-one percent (51%) of the total number of votes of the Association membership shall be necessary to decide any question submitted to the membership for vote by mail.

Section 6. Informal Action. Any action required or permitted to be taken at a meeting of the Members also may be taken without a meeting if a unanimous written consent which sets for the action is signed by each voting Member and filed with the Association

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
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Minute Book.

4. Section 1 of Article III of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 1. Annual Meeting. Annual meetings shall be held for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. The annual meeting shall be held at 7:30 p.m. on the third Tuesday of each October, or at such other time in October as the Board of Directors shall designate.

5. Section 2 of Article III of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 2. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors or upon the written request of Members of the Association holding not less than fifteen percent (15%) of the total number of votes of the Association membership. No business shall be transacted at a special meeting except as stated in the notice thereof.

6. Section 3 of Article III of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 3. Place of Meeting. Any location within a five mile radius of "The Landings" may be designated as the place for any annual meeting or special meeting.

7. Sections 7 and 8 of Article III of the Bylaws are hereby amended by deleting the existing provisions of said sections in full and by inserting, in lieu thereof, the following language:

Section 7. Conduct of Meetings. The Board of Directors may make such regulations as it deems advisable for any meeting of the Members, including, without limitation, proof of membership in the Association, evidence of the right to vote, and the appointment and duties of inspectors of votes. Such regulations shall be binding upon the Association and its Members.

8. Section 1 of Article IV of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors. The "affairs of the Association" shall be deemed to include all matters affecting or relating to the Association or the "The Landings" other than the election of members of the Board of Directors, matters referred to the Members by the Board of Directors, matters referred to the Members for a vote by mail by at least fifteen percent (15%) of the votes of the Association membership, or those matters for which membership action is required by the Declaration, the Articles of Incorporation of the Association, these Bylaws, or applicable law.

9. Section 2 of Article IV of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 2. Number and Tenure. The number of Directors shall be seven (7). Two (2) Directors shall be Owners of Lots or Living Units in Painter's Hill, two (2) Directors shall be Owners of Lots or Living Units in Stonecreek, and two (2) Directors shall be Owners of Lots or Living Units in Copperwood. The remaining Director ("the At-Large Director") shall be an Owner of a Lot or Living Unit in any of said three communities. At each annual meeting, the Members shall elect Directors for a term of one year. Any vacancy occurring in the Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a

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majority of the remaining Directors, or, if not previously so filled, at the next succeeding special meeting of the Members of the Association; provided, however, that unless the vacancy occurs with regard to the At-Large Director, any such vacancy shall be filled with an Owner of a Lot or Living Unit in the same community as that of the Director with respect to which such vacancy has occurred. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill. At each annual meeting, Members shall vote for three (3) Directors. The two nominees receiving the greatest number of votes in each of the three communities shall be elected as Directors. The nominee who receives the greatest number of votes but who is not otherwise elected shall be elected as the At-Large Director. In the event an insufficient number of nominees exists with regard to representation of any of the communities as hereinabove provided, a vacancy or vacancies shall occur which may otherwise be filled as provided above.

10. Section 3 of Article IV of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 3. Annual Meetings. Annual meetings of the Board of Directors shall be held within thirty (30) days after the annual meeting of the Members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without notice.

11. Section 10 of Article IV of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 10. Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a vote of at least two-thirds of the total number of votes of the Association membership. The vacancy thus created by such a removal shall be filled at a regular or special meeting called for such purpose.

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
Amending Corporate Bylaws

October 15, 1984

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The undersigned, constituting all of the Directors of THE LANDINGS HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation, (hereinafter referred to as the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

WHEREAS Article XV of the Bylaws of the Corporation (hereinafter referred to as "the Bylaws") expressly provides that "[t]hese Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the vote of two-thirds of the members of the Board of Directors,"; and

WHEREAS the Board of Directors of the Corporation deems the amendment of the Bylaws of the Corporation as hereinafter provided to be in the best interests of the Corporation; it is now

RESOLVED that the Bylaws of the Corporation are amended as follows:

1. Section 3 of Article II of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 3. Voting. At every meeting of the Members, Members shall have the right to cast one (1) vote for each Lot owned on each question. The vote of the Members representing a majority of the total of the votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide questions brought before such meeting, unless the question is one upon which, by the express provision of a law,

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
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the Articles, the Declaration, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. Where the ownership of a Lot is in two or more persons and in the event of a dispute as to who can vote with respect to that Lot, the person who shall be entitled to cast the vote of the Members for that Lot shall be the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary. In the event all of the co-owners of any Lot who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Lot shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any Lot is owned by a corporation, then the vote for any such Lot shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or any Assistant Secretary of such corporation and filed with the Secretary of the Association. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the president at such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. Whenever the approval or disapproval of the Members is required by law, the Articles, the Declaration, or these Bylaws, such approval or disapproval shall be made by the requisite number of the persons who would be entitled to vote at a meeting of the Members.

2. Section 5 of Article II of the Bylaws is hereby amended by deleting the existing provisions of said

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
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section in full and by inserting, in lieu thereof, the following language:

Section 5. Votes by Mail. Action may be taken by the Members upon a stated proposal or for the election of directors without a meeting upon a vote of the Members by mail in accordance with such reasonable procedures therefor as the Board shall prescribe and under its supervision. Votes by mail may be initiated by the Board of Directors, by the written request of Members of the Association holding not less than fifteen percent (15%) of the votes of the membership, or at an annual meeting by a majority of the total votes of the membership present at the meeting in person or by proxy. The affirmative vote by mail of at least a majority of the total number of votes of the Association membership shall be necessary to decide any question submitted to the membership for vote by mail.

3. Section 10 of Article IV of the Bylaws is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 10. Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a vote of at least two-thirds of the total number of votes of the Association membership present at a special meeting, in person or by proxy. The vacancy thus created by such a removal shall be filled at a regular or special meeting called for such purpose.

and it is further

RESOLVED: That, as amended by this Board of Directors by Informal Action dated September 25, 1984 and as hereby amended, the Bylaws of the Corporation as recorded among the Land Records of Anne Arundel County at Liber WGL 2979, folio 205 are hereby readopted, ratified, and republished as the Bylaws of the Corporation.

THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.
Informal Action of the Board of Directors
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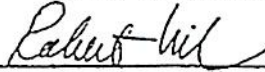
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This Informal Action of Directors may be executed in several counterparts, all of which shall together be valid notwithstanding the fact that all the undersigned may not have signed the original on the same counterpart.

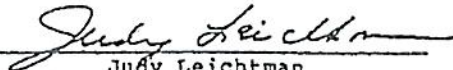
WITNESS the execution hereof on the day and year first written above.

WITNESS:

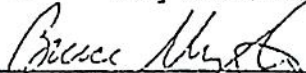
BOARD OF DIRECTORS:



Robert Libson



Judy Leichtman



Bruce Morgenstern

This draft is a paste-up from Pat Lawson
incorporating all of the amendments.

BYLAWS

OF

LANDINGS' HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Introduction

Section 1. Name. The name of the corporation is "THE LANDINGS HOMEOWNERS' ASSOCIATION, INC." (the "Association"), a Maryland corporation.

Section 2. Offices. The Association shall have its principal office at "The Landings", Annapolis, Maryland, or at the office of the Managing Agent from time to time employed by the Association. The Association may have such other or additional offices as the Board of Directors deems advisable from time to time.

Section 3. Definitions. A certain Declaration of Covenants, Restrictions, Conditions and Easements pertaining to the Community has been recorded among the land records of Anne Arundel County, Maryland simultaneously herewith or immediately prior hereto and is incorporated herein by reference. All terms used in these Bylaws shall have the meanings set forth in the Declaration, unless otherwise specifically noted herein.

Section 4. Purpose of Bylaws. The purpose of these Bylaws is to provide the rules regulating the structure and operations of the Association, and all rules governing the Community shall be as provided in the Declaration, the resolutions and rules of the Board of Directors and the Architectural Control Committee, and the Rules and Regulations.

ARTICLE II

Membership and Voting Rights

Section 1. Membership in the Association. Every Owner of a Lot or Living Unit in the Community shall be a Member of the Association, provided, however, that any person or entity who holds merely a lien or security interest on an Owner's interest in a Lot or Living Unit for the performance of an obligation shall not be a Member unless and until such person or entity has succeeded to such Owner's interest by enforcement of such lien or security interest. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Living Unit.

Section 2. Suspension of Membership Rights. The Board of Directors of the Association may deny any person the privileges of membership in the Association during any period of time when such person is in default of any of his or her obligations under the Declaration (including, without limitation, the failure to pay any assessment), provided that such default has continued uncured for a period of ten (10) days after written notice thereof to such Member.

Section 3. Voting. At every meeting of the Members, Members shall have the right to cast one (1) vote for each Lot owned on each question. The vote of the Members representing a majority of the total of the votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide questions brought before such meeting, unless the question is one upon which, by the express provision of a law, the Articles, the Declaration, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. Where the ownership of a Lot is in two or more persons and in the event of a dispute as to who can vote with respect to that Lot, the person who shall be entitled to cast the vote of the Members for that Lot shall be the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary. In the event all of the co-owners of any Lot who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Lot shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any Lot is owned by a corporation, then the vote for any such Lot shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or any Assistant Secretary of such corporation and filed with the Secretary of the Association. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, ~~the presider at~~ such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Wherever the approval or disapproval of the Members is required by law, the Articles, the Declaration, or these Bylaws, such approval or disapproval shall be made by the requisite number of the persons who would be entitled to vote at a meeting of the Members.

Section 4. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, by a written notice of revocation received by the Secretary, by the death of the Member, or by the passage of one hundred eighty (180) days after the date of making as stated thereon, whichever occurs first.

Section 5. Votes by Mail. Action may be taken by the Members upon a stated proposal or for the election of directors without a meeting upon a vote of the Members by mail in accordance with such reasonable procedures therefor as the Board shall prescribe and under its supervision. Votes by mail may be initiated by the Board of Directors, by the written request of Members of the Association holding not less than fifteen percent (15%) of the votes of the membership, or at an annual meeting by a majority of the total votes of the membership present at the meeting in person or by proxy. The affirmative vote by mail of at least a majority of the total number of votes of the Association membership shall be necessary to decide any question submitted to the membership for vote by mail.

Section 6. Informal Action. Any action required or permitted to be taken at a meeting of the Members also may be taken without a meeting if a unanimous written consent which sets for the action is signed by each voting Member and filed with the Association Minute Book.

ARTICLE IIIMEETINGS OF MEMBERS

Section 1. Annual Meeting. Annual meetings shall be held for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. The annual meeting shall be held at 7:30 p.m. on the third Tuesday of each October, or at such other time in October as the Board of Directors shall designate.

Section 2. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors or upon the written request of Members of the Association holding not less than fifteen percent (15%) of the total number of votes of the Association membership. No business shall be transacted at a special meeting except as stated in the notice thereof.

Section 3. Place of Meeting. Any location within a five mile radius of "The Landings" may be designated as the place for any annual meeting or special meeting.

Section 4. Notice of Meetings. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than twenty (20) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the

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direction of the President or the Secretary or the person calling the meeting, to each Member of the Association at his or her address as shown on the records of the Association. If the Federal National Mortgage Association (FNMA) is a mortgagee of any Lot or Living Unit within the Community, such notice shall be sent, within the same time frame specified in the preceding sentence, to all institutional holders of first mortgages on the Lots and Living Units who, by written notice to the Board of Directors containing the name and address of such institutional first mortgagee, request notification of such meetings. Each institutional first mortgagee entitled to receive the foregoing notice of meetings of the Association may designate a representative to attend any meeting of the Association, but such representative shall have no voting rights. The mailing or personal delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. A Member, in writing signed by such Member, may waive notice of any meeting before or after the date of the meeting stated therein. Attendance at a meeting shall be deemed a waiver of notice of the time, place and purposes thereof.

Section 5. Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the Members of the Association, which consent shall be filed with the Secretary of the Association as part of the corporate records.

Section 6. Quorum and Manner of Acting. Members or proxies constituting one-tenth (1/10) of the total votes of each class of membership shall constitute a quorum at any meeting unless provided otherwise in the Declaration. The act of a majority of the membership, in interest, present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by law, the Articles of Incorporation, these Bylaws or by the Declaration. If at any meeting a quorum is not present, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present in person or by proxy.

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Section 7. Conduct of Meetings. The Board of Directors may make such regulations as it deems advisable for any meeting of the Members, including, without limitation, proof of membership in the Association, evidence of the right to vote, and the appointment and duties of inspectors of votes. Such regulations shall be binding upon the Association and its Members.

ARTICLE IV

DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors. The "affairs of the Association" shall be deemed to include all matters affecting or relating to the Association or the "The Landings" other than the election of members of the Board of Directors, matters referred to the Members by the Board of Directors, ~~matters referred to the Members for a vote by mail by at least fifteen percent (15%) of the votes of the Association membership, or those matters for which membership action is required by the Declaration, the Articles of Incorporation of the Association, these Bylaws, or applicable law.~~

Section 2. Number and Tenure. ~~The number of Directors shall be seven (7). Two (2) Directors shall be Owners of Lots or Living Units in Painter's Hill, two (2) Directors shall be Owners of Lots or Living Units in Stonecreek, and two (2) Directors shall be Owners of Lots or Living Units in Copperwood. The remaining Director ("the At-Large Director") shall be an Owner of a Lot or Living Unit in any of said three communities. At each annual meeting, the Members shall elect Directors for a term of one year. Any vacancy occurring in the Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, or, if not previously so filled, at the next succeeding special meeting of the Members of the Association; provided, however, that unless the vacancy occurs with regard to the At-Large Director, any such vacancy shall be filled with an Owner of a Lot or Living Unit in the same community as that of the Director with respect to which such vacancy has occurred. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill. At each~~

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annual meeting, Members shall vote for three (3) Directors. The two nominees receiving the greatest number of votes in each of the three communities shall be elected as Directors. The nominee who receives the greatest number of votes but who is not otherwise elected shall be elected as the At-Large Director. In the event an insufficient number of nominees exists with regard to representation of any of the communities as hereinabove provided, a vacancy or vacancies shall occur which may otherwise be filled as provided above.

Section 3. Annual Meetings. Annual meetings of the Board of Directors shall be held within thirty (30) days after the annual meeting of the Members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without notice.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any one Director by giving notice thereof as provided in Section 5 of this Article V. Special meetings shall be held at the place and time designated in the notice thereof.

Section 5. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least three (3) days prior to such meeting by written notice delivered personally or sent by mail to each Director at his or her address as shown on the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited postage prepaid in the United States mail in a sealed envelope properly addressed. Any Director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation, these Bylaws or the Declaration.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting without further notice, until a quorum is present.

Section 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. Compensation. Directors as such shall not receive any stated salaries for their services, but, by resolution of the Board of Directors, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a Director. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 9. Informal Action of Directors. Any action required or permitted by law to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors, which consent shall be filed with the Secretary of the Association as part of the corporate records.

Section 10. Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a vote of at least two-thirds of the total number of votes of the Association membership present at a special meeting, in person or by proxy. The vacancy thus created by such a removal shall be filled at a regular or special meeting called for such purpose.

ARTICLE V

Powers and Duties of the Board of Directors

Section 1. Powers. In addition to any other powers set forth in the Declaration or the Articles of Incorporation, or provided by law, the Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (c) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and
- (d) suspend a Member's voting rights or a Member's or other person's right to use the Common Areas and common facilities during any period in which such Member or other person shall be in default in the payment of any assessment levied by the Association, which default remains uncured after ten (10) days prior written notice thereof to the person in default. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published Rules and Regulations.

Section 2. Duties. In addition to any other duties specified in the Declaration or Articles or Incorporation, or imposed by law, it shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a summary statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such summary statement is requested in writing by at least fifteen percent (15%) of the Members entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

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(c) maintain the Common Areas and other areas of the Community for which it is their responsibility, under the Declaration, to maintain;

(d) as more fully provided in the Declaration, to:

(1) fix the amount of the monthly assessment, if any, against each Lot and Living Unit at least thirty (30) days in advance of each monthly assessment period;

(2) send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of such special assessment; and

(3) foreclose the lien against any Lot or Living Unit for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) obtain and maintain, to the extent obtainable, (1) fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements, and, if FNMA is a mortgagee of any Unit, an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and, if required by FNMA, Demolition and Contingent Liability from Operation of Building Laws Endorsements, an Increased Cost of Construction Endorsement, an Earthquake Damage Endorsement, and such other endorsements as are necessary, insuring the Common Areas (including all building service equipment and the like) in an amount no less than one hundred percent (100%) of the current "replacement cost" of insurable Common Areas, naming as insured the Association for the benefit of the Owners; (2) a comprehensive policy of public liability insurance covering all of the

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Common Areas located within the Community, insuring the Association, and containing a "severability of interest" clause or endorsement precluding the insurer from denying the claim of a Member because of negligent acts of the Association or other Members, and, if FNHA is a mortgagee of any Unit, with such limits as may be considered acceptable to FNMA (but in no event less than \$1,000,000 per occurrence for personal injury and/or property damage), such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, coverage in the kinds and amounts commonly required by private institutional mortgage investors, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Each hazard insurance policy must be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of BBB+ or better or a comparable rating under any revised rating schedule and which is licensed or authorized by law to do business in the State of Maryland. If the Federal Home Loan Mortgage Corporation (FHLMC) is the mortgagee of any Unit, in no event shall any policy of insurance provided for hereunder be obtained from an insurance carrier where: (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against a Unit Owner or FHLMC or FHLMC's designee; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which would prevent FHLMC or an Owner from collecting insurance proceeds.

(g) obtain a fidelity bond or insurance covering dishonest acts on the part of Directors, managers, volunteers, trustees, officers and employees (without regard to whether the foregoing served with or without compensation) of the Association handling or responsible for handling funds belonging to or administered by the Association. Such bond or insurance shall name the Association as the named insured and the amount of such bond or insurance shall be in no event less than the greater of (i) one and one-half (1-1/2) times the Association's estimated annual operating expenses and reserves, or (ii) if FNHA is the mortgagee of any Unit, the amount required by FNMA. Such bond or insurance shall include

an appropriate endorsement to cover any persons who serve without compensation if the bond or policy would not otherwise cover volunteers, and, if FNMA is the mortgagee of any Unit, shall provide that such bond or insurance cannot be cancelled (for nonpayment of premium or for any other reason) or substantially modified without at least thirty (30) days' prior written notice to the Board of Directors and to FNMA, in care of its servicer.

ARTICLE VI

Officers

Section 1. Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer. ~~The Board of Directors may elect~~ such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President shall be a director of the Association. Other officers may be, but need not be, directors of the Association.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, and shall serve at the pleasure of the Board. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors.

Section 3. Removal. Any officer may be removed by the Board of Directors at any time with or without cause.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be chief executive officer of the Association.

Section 3. Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII

Managing Agent

The Board of Directors shall employ for the Association a professional Managing Agent, at a compensation established by the Board of Directors to perform such duties as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent such appropriate powers as are necessary for the Managing Agent to discharge its responsibilities relating to the maintenance and management of the Common Areas and facilities and other portions of the Community for which the Association is responsible pursuant to the provisions of the Declaration. Any contract with a Managing Agent shall be for a maximum contract term that does not exceed three (3) years and shall provide that it may be terminated by either party, with or without cause and without payment of any termination fee, on ninety (90) days' written notice; provided, however, if the FNMA and FDLMC are both mortgagees of Units, such contract shall be for a term not to exceed one (1) year in lieu of the aforesaid three-year term and shall provide, in addition to the aforesaid right of termination on ninety (90) days' written notice, that it may be terminated by the Association, with cause, on thirty (30) days' written notice, and if FNMA (but not FHLMC) is a mortgagee of any Unit, such contract shall be for a term not to exceed one (1) year and shall provide that it may be terminated by the Association only with cause and then upon thirty (30) days' prior written notice. The requirements and limitations stated in the preceding sentences are for the benefit of FNMA and FHLMC and may be waived, in whole or in part, in writing by FNMA or FHLMC, as the case may be, and if so waived shall not be binding on the Association. Notwithstanding the foregoing rights of termination, if the FNMA is a mortgagee of any Unit and a Managing Agent has been employed by the Board of Directors, the Board may not terminate such contract and assume self-management of the Community without obtaining the prior written approval of all institutional first mortgagees of the Units.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII

Committees

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of at least two Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that no such committee shall have authority of the Board of Directors as to the following matters: the dissolution, merger or consolidation of the Association; the amendment of the Declaration, Bylaws or Articles of Incorporation of the Association; the sale, lease, encumbrance or exchange of all or substantially all of the property of the Association; the designation of any committee or the filling of vacancies in the Board of Directors or in any such committee; the amendment or repeal of these Bylaws or the adoption of new Bylaws; or the amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated by a resolution adopted by a majority of Directors present at a meeting at which quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution.

ARTICLE IX

Leasing of Units

No portion of a Living Unit (other than the entire Living Unit) may be rented, and no transient tenants (occupying the Living Unit for less than six months) may be accommodated therein; provided, however, if FNHA is a mortgagee of any Unit, the foregoing restriction shall not apply to a lender in possession of the Living Unit following a default under the first mortgage, foreclosure of a first mortgage or any deed or other arrangement in lieu of foreclosure. All leases shall be in writing and the Owner of a Living Unit which is being leased shall provide the Board of Directors with a copy of such lease promptly after its execution. Each lease shall provide that (i) occupancy of the Unit is subject to the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and any Rules and Regulations adopted pursuant to the Declaration, as all of the foregoing may be amended from time to time, (ii) any failure of the lessee to comply with the provisions of the foregoing documents shall be a default under the lease, and (iii) in the event of any inconsistency between the provisions of the lease, and the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations, the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations, in that order, shall prevail. A copy of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations shall be attached to each lease of a Living Unit and made a part thereof. The provisions of this Article relating to limitations on the duration of leases shall not apply to Living Units owned by the Declarant during the time they are owned by the Declarant.

ARTICLE X

Remedies

The failure of any Member to comply with the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations will give rise to a cause of action in the Association, and any aggrieved Member and his or her mortgagee for the recovery of damages, or for injunctive or other equitable relief, or both.

ARTICLE XI

Books and Records

The books and records of the Association shall be available for examination and inspection by the Members, the first mortgagees of the Lots or Living Units or any other portion of the Community, and the duly authorized agents or attorneys of the Members and such first mortgagees, during normal business

hours. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once during each fiscal year by an outside auditor employed by the Board of Directors who shall not be a resident of the Community or a Member of the Association and who shall prepare, within ninety (90) days after the close of each fiscal year, based upon such audit, a financial statement for the Association. Such statement shall be distributed prior to the expiration of the aforementioned ninety-day period to each member who shall request the same in writing and, if FNMA is the mortgagee of any Living Unit, to each institutional holder of the first mortgage on a Living Unit who, by written notice to the Board of Directors containing the name and address of such institutional first mortgagee, requests a copy of such statement. The Declaration, the Articles of Incorporation, these Bylaws and the Rules and Regulations of the Association shall be available for inspection by any Member at the principal office of the Association during normal business hours.

ARTICLE XII

Construction

In the event of a conflict between the Declaration and the Articles of Incorporation or these Bylaws, the Declaration shall control; and in the case of any conflict between the Articles of Incorporation and these Bylaws that the Declaration does not resolve, the Articles of Incorporation shall control.

ARTICLE XIII

Indemnity

Any person made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director, officer, or employee of the Association or of any corporation in which he or she served as such at the request of the Association, shall be and hereby is indemnified by the Association against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by such person in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding, or in connection with any appeal therein that such officer, Director or employee is liable for gross negligence or willful misconduct in the performance of his or her duties.

ARTICLE XIV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the name of the Association and the jurisdiction and year of its incorporation.

ARTICLE XV

Amendments

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the vote of two-thirds of the members of the Board of Directors, or by an affirmative vote of at least two-thirds of the total number of votes of the Association membership.

ARTICLE XVIMortgages

Section 1. Notice to Board of Directors. An Owner who mortgages his or her Lot or Living Unit shall notify the Board of Directors, in writing, of the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors.

Section 2. Notice of Default. The Board of Directors, when giving notice to a Lot or Living Unit Owner of a default in paying an assessment or any other default in the compliance by such Owner with any of the terms of the Declaration, the Articles of Incorporation, these Bylaws, or the Rules and Regulations, shall send a copy of such notice to each holder of a mortgage covering such Owner's Lot or Living Unit whose name and address have theretofore been furnished to the Board of Directors. In addition, in the case of a first mortgage, if such default shall continue uncured for sixty (60) days, the Board of Directors shall send written notice thereof to such first mortgagee; provided, however, if FNMA is the mortgagee of any Living Unit, the Board of Directors shall, in addition to the aforementioned notices, send to each such first mortgagee written notice of any such default continuing uncured for thirty (30) days.

Section 3. Notice of Damage; Condemnation. In the event of substantial damage to or destruction of any Living Unit (in excess of \$1000) or to any part of the Common Areas (in excess of \$10,000), the holder of any first mortgage on a Living Unit shall be given timely written notice by the Board of Directors of any such damage or destruction. If any Lot or Living Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Lot or Living Unit shall be given timely written notice by the Board of Directors of any such proceeding or proposed acquisition.

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Section 4. Definition. The term "mortgage" as used herein shall mean any mortgage, deed of trust or similar security instrument.

ARTICLE XVII

Approval of Mortgages

These Bylaws and the Articles of Incorporation contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Lots or Living Units. Such provisions in these Bylaws and the Articles of Incorporation are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Living Units. Accordingly, no amendment or modification of these Bylaws or the Articles of Incorporation impairing or affecting such rights, priorities, remedies, or interests of a mortgagee shall be adopted without the prior written consent of such mortgagees; provided, however, in the event FNMA is the holder of a mortgage on any Lot or Living Unit, no amendment or modification of these Bylaws or the Articles of Incorporation shall be adopted without the prior written consent of each institutional holder of a first mortgage on a Lot or Living Unit. If there is more than one (1) mortgagee holding mortgages on the Lots and Living Units, it shall be sufficient, in the case of provisions benefitting only first mortgagees of Lots or Living Units to obtain the written consent of the mortgagees or mortgagees holding first mortgages on fifty-one percent (51%) or more of the Mortgages on Lots or Living Units encumbered by first mortgages, and in the case of provisions benefitting all mortgagees of Lots and Living Units, to obtain the written consent of the mortgagee or mortgagees holding mortgages on fifty-one percent (51%) or more of the Lots and Living Units encumbered by mortgages.

Moved to *A. V. Little Co*

Architectural Control Guidelines

The Landings Homeowners' Association, Inc.

Approved at Board of Directors Meeting on July 26, 2007

The following guidelines are set forth by the Architectural Control Committee allowing residents a clear understanding of what is required when making an exterior structural change, landscaping change, painting your unit and various other alterations.

Please review these guidelines and retain them. When selling your home, you are obligated to advise prospective buyers of your homeowner's assessment and to provide them with a pre-sale package, including these Architectural Guidelines as well as the Declaration and By-laws and the Rules and Regulations of the Landings Homeowner's Association.

When submitting a request, we require a Letter of Intent, stating your name, address, phone number, and the date. Included should be the plans and specifications showing the nature, kind, shape, height, color, materials and location of request. The Architectural Control Committee must reply within 45 days of receipt of request. Request must be completed within 90 days of the Architectural Control Committee approval or Homeowner must re-apply.

For the homeowner's convenience, there is an Architectural Change Request form located on The Landings Homeowners' Association website: <http://www.thelandings-hoa.com/>

PLEASE NOTE THAT APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE DOES NOT RELIEVE YOU OF THE NEED TO OBTAIN CITY BUILDING PERMITS, IF APPLICABLE, OR TO COMPLY WITH LOCAL BUILDING REQUIREMENTS.

If you have any questions or concerns, please contact a member of the Architectural Control Committee or the Property Management Company. If any of these Guidelines are violated, the Architectural Control Committee and/or the Board of Directors have the right to require the violation be corrected or removed. Any improvements, additions or changes that are not included in these Guidelines require prior submittal and written approval by the Architectural Control Committee.

Changes and Additions in Exterior Architectural Features

No building, fence, wall or other structure, or appurtenances to any structure erected or maintained in the Community, nor any exterior addition to or change (including, without limitation, painting or residing) or alteration therein shall be made until the plans and specification showing the nature, kind, shape, height, color, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography to and by the Architectural Control Committee (hereinafter referred to as "ACC").

There will be no modification to the front of the dwelling or front yard, with the exception of the driveways of the single family homes, which cannot to exceed 17 feet in width.

Colors – Houses, Doors, and Trim

Colors for staining (Stonecreek homes), siding (Painter's Hill), door and trim colors (Stonecreek, Painters Hill and Copperwood) have been pre-selected by the Association. For a complete list, please contact the Property Management Company or the ACC. Also, see the section on Storm Doors for color requirements.

Even if the homeowner chooses a "pre-selected" color for the staining, siding, or trim, the homeowner must still submit an Architectural Change Request to the Board to obtain written approval of the change.

Colors – Windows

The preapproved colors for the windows are as follows:

1. Painters Hill: Dark brown (i.e., the original color) or white
2. Copperwood: Dark brown (i.e., the original color)
3. Stonecreek: Approved colors have been pre-selected based on the paint/stain color of the home. Dark brown (i.e., the original color) is approved for all home colors/stains. For the pre-selected window colors for each house paint/stain color, please contact the Property Management Company or the ACC.

Even if the homeowner chooses a "pre-selected" color for the windows, the homeowner must still submit an Architectural Change Request to the Board to obtain written approval of the change.

Mailboxes

1. Mailboxes which meet all of the following criteria are PRE-APPROVED (i.e., no written approval required from ACC)
 - A. Style and color should be compatible with house and should not seem in any way to dominate or stand as a primary feature of the yard.
 - B. Original 4" x 4" pressure treated post must be retained, or replaced with a 4" x 4" pressure treated post of the same style.

Installation of mailboxes which do not meet all of the "PRE-APPROVED" criteria or have not received ACC approval will be considered a violation of Article IX, "Architectural Control," of the Declaration of Covenants, Conditions, Restriction for The Landings.

Decorative Name or "Welcome" Plaques

1. Plaques which meet all of the following criteria are PRE-APPROVED (i.e., no written approval required from ACC):
 - A. Size to be no greater than 12" x 18".
 - B. Must be fastened securely to siding or cedar facade next to front door (i.e., not hung from chain or allowed to swing).
 - C. Should be made of a natural material, such as cured wood, slate, etc.

2. Proposed plaques which do not meet all of the above criteria must be submitted for approval to ACC.

Installation of plaques which do not meet all of the "PRE APPROVED" criteria or have not received ACC approval will be considered violations of Article IX, "Architectural Control", of the Declaration of Covenants, Conditions, Restrictions for The Landings.

Storm Doors

1. Storm doors which meet all of the following criteria are PRE-APPROVED (i.e., no written approval required from ACC):
 - A. Must have full or half panel of clear glass or screen.
 - B. Must not have any grillwork or adornment whatsoever.
 - C. Color must match trim or door over which it is installed.
 - D. Must be installed flush (or within 3") of existing door frame.

Installation of storm doors which do not meet all of the "PRE-APPROVED" criteria or have not received ACC approval will be considered a violation of Article IX, "Architectural Control", of the Declaration of Covenants, Conditions, Restrictions for The Landings.

Decks. Screened Porches. Fences. Sun Rooms. etc.

1. Written approval by the ACC will be required for all proposed structural additions.
2. Requests should include the following:
 - A. Site plan showing the relationship of the proposed structure to house and lot, including its dimensions and distances to all property lines.
 - B. Drawings showing the construction, details, dimensions, size of structure, height above grade, railings, benches, etc.
 - C. A description or notes on drawings as to sizes and types of materials, finishes, colors, etc.
3. If proposed structure is a fence, the following restrictions will apply:
 - A. The fence must be six (6) feet in height.

- B. The style must be board on board, using four (4) to six (6) inch board. (Absolutely no lattice is permitted)
 - C. The wood must be pressure treated lumber or Redwood.
4. Painting/Staining Fences
- A. Copperwood - Fences are painted to match exterior color of townhome.
 - B. Painters Hill - Fences are to remain the natural wood color. Protective, non-color preservative may be used to protect wood.
 - C. Stonecreek - Privacy fences must be painted the same color as home. Side and backyard fences may remain natural or stained the same color as the home.
5. Approval or denial of each request will be made solely on individual merits of such structure size, design, location, and relationship to neighboring properties.

Landscaping and Edging Materials

1. The following landscaping are PRE-APPROVED:
- A. Installation of a tree or trees, if trees do not form a physical or visual barrier.
 - B. Shrubs, plants, flowers which, when added to other planted areas, do not increase total planted area to more than 50% of your front yard.
 - C. All above PRE-APPROVED landscaping must not alter or impair existing drainage on any adjacent property, nor may watering of landscaping create excessive runoff or flooding on adjacent property.
2. The following landscaping materials are PRE-APPROVED:
- A. Earth-toned brick or pavers.
 - B. Natural stone, river rock (grey or brown).
 - C. Pressure-treated landscape timbers.
3. Written approval will be required for hedges, rows of trees or shrubs, or other massive landscaping which will create visual or physical barriers and for the removal of any trees.
4. The following landscaping materials will not be allowed:
- A. Plastic or fabric weed control ground sheets that are left uncovered (these may be used only if

- completely covered with mulch).
- B. Artificial colored mulch, gravel or white stones in any yard.
- C. Gravel or white stone
- D. Artificial grass or astro-turf.
- E. Edgings which are not earth-toned.

Installation of landscaping which does not meet all of the "PRE-APPROVED" criteria or has not received ACC approval will be considered a violation of Article IX, "Architectural Control", of the Covenants, Conditions, Restriction for The Landings.

Planting or other Modifications to Community Areas/Grounds

Homeowners wishing to plant trees, shrubs, or flowers in community areas or otherwise modify community areas (e.g., installation of benches, stone or wood borders, etc.) must request permission in writing from the ACC. Such requests must include plans for the area, including size of the area to be modified, types of plants, borders, and all other materials proposed for use.

Planting or other modifications to community areas/grounds that have not received ACC approval will be considered a violation of Article IX "Architectural Control" of the Declaration of Covenants, Conditions, Restrictions for The Landings.

Vegetable Gardens

1. Vegetable gardens which meet all of the following criteria are PRE-APPROVED (i.e., no written approval required from ACC):
 - A. Vegetable gardens must be located in rear or side yards and be 300 square feet or less in size.
 - B. Vegetable gardens must be set back 5 feet from any property line.
 - C. Location must not alter or impair existing drainage of any adjacent property, nor may watering of gardens create excessive runoff or flooding on adjacent property.
2. Proposed vegetable gardens which do not meet all of the above criteria must be submitted for

approval to ACC.

Installation of vegetable gardens which do not meet all of the "PRE-APPROVED" criteria or have not received ACC approval will be considered a violation of Article IX, "Architectural Control", of the Declaration of Covenants, Conditions, Restrictions for The Landings.

Freestanding Structures

1. Written approval by the ACC will be required for all proposed freestanding structures, such as sheds, dog houses, etc. Only one shed will be permitted per property.
2. Requests for all freestanding structures should include the following:
 - A. Site plan showing the relationship of the proposed structure to house and lot, including its dimensions and distances to all property lines.
 - B. Drawings showing the size of structure, height, style, details, etc.
 - C. A description or notes on drawings as to sizes and types of materials, finishes, colors, etc.
3. Approval or denial of each request will be made solely on individual merits of the proposed structure, its location and impact on neighboring common areas.

Seasonal Decorations

1. Seasonal decorations which meet all of the following criteria are PRE-APPROVED (i.e., no written approval required from ACC):
 - A. Seasonal decorations are intended to enhance a home, and are therefore to be used in moderation. Size, number, color, lighting, etc. should all be carefully considered before displaying decoration. Decorations must not, in total, overwhelm or seem in any way to dominate a residence or lot.
 - B. Decorations must be maintained in good condition while displayed, and be removed within 30 days of such occasion.
 - C. Decorations must not interfere with the quiet enjoyment by other residents of their homes. When planning seasonal decoration, carefully consider the impact of lights and/or sound on your neighbors.

Installation of seasonal decorations which do not meet all of the "PRE-APPROVED" criteria or have not received ACC approval will be considered a violation of Article IX, "Architectural Control", of the Declaration of Covenants, Conditions, Restrictions for The Landings.

Swing Sets, Play Equipment, and Toys

1. Swing sets, jungle gyms and other similar play equipment which meet all of the following criteria are PRE-APPROVED (i.e., no written approval required from ACC):
 - A. Must be located in rear yard within extended sidelines of the house.
 - B. Overall size should be proportionate to the yard (i.e., not seem in any way to dominate or stand as a primary feature of the yard.)
2. Swing sets, jungle gyms and other similar play equipment which is to be permanently affixed must receive written approval from the ACC prior to installation (even if patio and/or walkway meets the above "PRE-APPROVED" criteria). Request should include the following:
 - A. Site plan showing the relationship of the proposed play equipment to the house and lot including its dimensions and distances to all property lines.
 - B. A description or notes on drawings as to sizes and types or materials, finishes, colors, etc.
3. Non-permanent play equipment and toys must be stored behind the units when not in use. Persistent violators of this guideline will be fined for each violation.

Installation of swing sets and play equipment which do not meet all of the "PRE-APPROVED" criteria or have not received ACC approval will be considered a violation of Article IX, "Architectural Control", of the Declaration of Covenants, Conditions, Restriction for The Landings.

Yard Ornaments. Wind chimes. Flagpoles. Bird Feeders, and Bird Houses

1. A maximum of two (2) "yard ornaments" will be permitted in the front yards but must be unpainted and made of one of the following: wood, concrete or burnished metal and must be pre-approved.
 - A. Written approval by the ACC will be required for yard ornaments proposed for installation in rear yards. The following guidelines should be observed when submitting requests:

- i. Location of proposed yard ornaments should be within extended sidelines of the house. Location should not be visible from roadways.
 - ii. Materials and colors should be natural in appearance, brightly colored ornaments are discouraged.
2. Wind chimes
- A. Wind chimes which meet all of the following criteria are PRE-APPROVED (i.e., no written approval required from ACC).
 - i. Sound of wind chimes must not become a nuisance to neighbors. If neighbors register complaints about excessive noise, wind chimes must be removed.
3. Flagpoles
- A. Free-standing flagpoles are not allowed.
 - B. Flagpole brackets and staffs which meet all of the following criteria are PRE-APPROVED (i.e., no written approval required from ACC):
 - i. Bracket must be attached to house.
 - ii. Flag staff must not exceed 6' in length.
 - iii. Limit of one (1) bracket/flagpole staff per residence.
 - iv. Flag must be in good repair.
4. Bird Feeder and Bird Houses
- Bird feeder and bird houses which meet all of the following criteria are PRE-APPROVED (i.e., no written approval required from ACC):
- A. Bird feeders and bird houses must be located in rear yards in the extended sidelines of the house.
 - B. Bird feeders and bird houses must not be longer than two (2) feet in any dimension
 - C. Limit of two (2) bird feeders and bird houses (total) per residence.

Installation of flagpole brackets and staffs, wind chimes and bird feeders and bird houses which do not meet all of the "PRE-APPROVED" criteria or have not received ACC approval, will be considered a violation of Article IX, "Architectural Control", of Declaration of Covenants, Conditions, Restrictions for The Landings.

Patios and Walkways

1. Patios and walkways which meet all of the following criteria are PRE- APPROVED (i.e., no written approval required from ACC):
 - A. Must be located in rear yard and set back in accordance with city zoning and the minimum set back requirements shown on the city recorded plat of subdivision. (Please note that proposed walkways to be located inside yards must receive written approval from the ACC prior to installation.)
 - B. Must not exceed 6" above ground level at any point.
 - C. Size does not exceed 400 square feet.
 - D. Material must be natural and earth-toned in color, such as brick, stone, slate gravel, or be a durable man-made material which will blend into the natural environment, such as earth-toned pavers, naturally colored concrete, etc.
 - E. Location must not alter or impair existing drainage of any adjacent property
2. Proposed patios and walkways which do not meet all of the above criteria must be submitted for approval to ACC. Request should include the following:
 - A. Site plan showing the relationship of the proposed patio and/or walkway to house and lot, including its dimensions and distances to all property lines.
 - B. A description or notes on drawings as to size and types of materials, finish colors, etc.
3. Approval or denial of each "Request for Architectural Control Approval " (as required by 1. and/or 2. above) will be made solely on the individual merits or each structure design, location, relationship to neighboring properties and/or common areas.

Installation of patios and/or walkways which do not meet all of the "PRE-APPROVED" criteria or have not received ACC approval will be considered a violation of Article IX "Architectural Control" of the Declaration of Covenants, Conditions, Restrictions for The Landings.

Ground, Walkway and Porch Lighting

1. In ground walkway and porch lighting must be approved before installation.
2. Walkway and garden lighting must be low voltage and not extend beyond Owner's property.
3. Fixture colors should be Black, Brown or dark Green. No polished metallic colors.
4. Fixture styles should be single or double tiered only. No hanging lantern lights, gooseneck lights, mushroom style lights, directional lights, flood lights or deck lights are permitted.
5. Spacing between walkway and garden lights must be eight (8) feet. Maximum number of walkway and garden lights for a townhouse is four (4).
6. The maximum height of walkway lights from the ground to the top of the fixture must not exceed 10 inches.
7. The bulb wattage shall be 7 watts maximum per fixture.
8. The color of the bulbs and lenses must be white ONLY. No colored bulbs or lenses are permitted.
9. All wiring of outside lighting must comply with city/county electrical code/specifications.

Trash Storage and Collection

All trash containers must be stored at the rear of the townhouse or house or in the basement. Under no circumstances may trash storage containers be placed in the front or the side of townhouse units, even if concealed by shrubs or other devices. No accumulation of trash in the front, rear or side yards is permitted.

Trash is to be placed next to the curb after dark the night before pickup. The empty trash receptacles are to be picked up and removed from the common areas the evening after the pickup. If a resident is unable to take out or pickup trash receptacles in a timely manner, they are expected to request neighbors to help them. Persistent violators of this guideline will be fined for each violation.

Front Doors and Basement/Patio Doors

Front doors must have no more than 15% clear glass (plain glass is preferred, beveled or leaded is

allowed. No stained or colored glass is permitted). Doors must be painted white or a color approved by the ACC. Doors must be approved prior to installation.

Homeowners wishing to replace front doors or basement/patio doors must submit an Architectural Request Form prior to installation for approval by the ACC.

Installation of front, basement or patio doors that have not received ACC approval will be considered a violation of Article IX "Architectural Control" of the Declaration of Covenants, Conditions, Restrictions for The Landings.

Markings of Pavement and Sidewalks

Permanent or temporary (e.g., chalk) marking of pavement, driveways, parking spaces, and sidewalks is not permitted. Persistent violators of this guideline will be fined for each violation.

THE LANDINGS HOMEOWNERS ASSOCIATION, INC.
Rules & Regulation for Due Process Procedures for Violations

The "Amendment to Bylaws of The Landings Homeowners Association, Inc." adopted March 25, 2002 and recorded in the Land Records of Anne Arundel County in the Homeowners Depository at Book 24, Page 348, deleted the original Art. X in its entirety and inserted a revised Art. X, which provided for fines in the enforcement of the Association's restrictions, conditions, covenants and rules and regulations.

The amended Art. X authorized the Board of Directors of the Association to enforce the "Association Documents", including the Declaration, Articles of Incorporation and Bylaws, as well as as rules and regulations, and to "take all steps necessary to prevent or discontinue any violations." Art. X also permitted the Board to impose fines of up to \$25 a day, as well as take any other necessary remedies and legal action, including damages and injunctive relief, "after providing such due process as may be required."

The following are the proposed Rules & Regulations outlining the due process procedures to be followed by the Association in considering violations.

1. Alleged violations may either be reported by members or as the result of inspections by the Association's management company. Upon the report of a violation, the Association shall proceed as follows:
 - (a) A written demand to cease and desist from an alleged violation is sent to the owner and/or resident (if a tenant and the tenant is subject to enforcement of the Association Documents) of the unit that is the source of the violation, (hereinafter collectively referred to as the "alleged violator") at the address the Association has on record for the owner/resident, specifying:
 - (i) The alleged violation;
 - (ii) The action required to abate the violation; and
 - (iii) A time period, not less than 10 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.
 - (b) Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is violated subsequently, the Association shall send the alleged violator written notice of a hearing to be held before the Board. The notice shall contain:
 - (i) The nature of the alleged violation;
 - (ii) The time and place of the hearing, which time may be not less than 10 days from the giving of the notice;
 - (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
 - (iv) The proposed sanction(s) to be imposed.
 - (c) A hearing occurs at which the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session before the Board of Directors, pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered the notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
2. This procedure is not required prior to certain parking violations that require more immediate action, including but not limited to a vehicle parked without the appropriate Association parking permit; a vehicle parked improperly in a handicapped designated space; a vehicle that impedes the flow of traffic; or a vehicle parked in a designated fire lane.

Effective December 15, 2013

RETURN TO:
Arthur Law Group
P.O. Box 1470
Annapolis, MD 21404

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CIRCUIT COURT A.A. COUNTY

2013 DEC 12 A 11: 14

THE LANDINGS HOMEOWNERS ASSOCIATION, INC.
AMENDED AND RESTATED RULES AND REGULATIONS RELATING TO
VEHICLE CONTROL AND PARKING
[Effective Date: February 15, 2014]

LR - HOA Dep Amendment
25.00
HOA Name: TheLandings
Reference/Control #:
=====

Total:	25.00
#2444438-1	
02/06/2014	08:21
CC02-KC	
#2444438 CC0501 - Anne	
County/CC05.01.10 -	
Register 10 18	

Authority: These Rules and Regulations are promulgated by the Board of Directors (the "Board") of The Landings Homeowners Association, Inc. ("The Landings") pursuant to the authority of Article II, Section 3, of the "Declaration of Covenants, Conditions, Restrictions and Liens of The Landings, Annapolis, Maryland" (the "Declaration"), and Article V of the Bylaws of The Landings Homeowners Association, Inc.

History of Rules: With the adoption of this policy any previously adopted rules are no longer effective.

1. General Enforcement Policy. The Board shall monitor the parking situation at The Landings and take necessary steps to (1) assure that fire, police, ambulance and other emergency vehicles have unimpeded access to all areas of the community, and (2) provide adequate parking for residents of the community by establishing procedures for identifying vehicles belonging to residents and guests and establishing rules and regulations for shared use of community parking areas. In the event of a conflict between these Rules and Regulations and the Declaration, the Declaration shall prevail.

2. Registration of Vehicles and Decals

- 2.1. Residents are required to register their vehicles that shall be parked in the community through its Management Company. The Board of Directors shall establish specific procedures and forms to implement the registration requirements of this Section.
- 2.2. Each unit shall be assigned up to two (2) primary parking decals, in accordance to Section 2.2, which permits parking in any designated resident parking areas in the community. Beyond the two primary parking decals a unit may receive up to two (2) more secondary parking decals for parking in designated overflow areas.

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2.3. Parking Decals

2.3.1. A decal shall be issued by the Association, without charge, for motor vehicles registered in accordance with this Section. Decals shall be affixed to the back side of the inside rear view mirror. A decal may not be affixed to a vehicle other than the vehicle for which it was issued, and may not be transferred from one vehicle to another.

2.3.2. To receive a decal, the application submitted shall include a copy of the state issued vehicle registration provided:

2.3.2.1 **Either** the vehicle registration address matches the unit address; or a state issued vehicle registration change of address form accompanies the application that matches the unit address;

2.3.2.2 Vehicle registration is to a company versus an individual;

2.3.2.3 Vehicle registration is to an active military member, with a copy of their current military identification card included;

2.3.2.4 For tenants, a copy of a current lease for the unit accompanies the application, contains the names of the owner of the vehicle, and is no less than six months in term. Additionally, for tenant only occupied units, a copy of the City of Annapolis Rental Unit Operating License for the unit or a copy of the stamped application for said license must accompany the application;

2.3.2.5 Upon written request by vehicle owner and waiver granted by Board based on reasonable cause shown.

2.6. Reissue

2.6.1. In the event a resident needs the Board to replace a decal for any reason a reasonable fee, set by the Board, will be assessed and must be paid in order to receive the replacement.

3. Overflow Parking

- 3.1. Any vehicle designated as acceptable and not prohibited by Section 4.3 may park in designated overflow parking spots. Primary decals are not required to use these spots.
- 3.2. All parking on Youngs Farm Road is considered overflow parking areas. All parking on any other road in Stonecreek is **not** overflow.
- 3.3. The Board shall periodically review the allotment of designated overflow parking areas and make adjustments as necessary.

4. Parking and Vehicle Control Regulations and Restrictions.

- 4.1. **General applicability.** Unless otherwise specifically stated, the regulations and restrictions set forth in this Section apply to all parking areas, roadways and other Common Areas in the community owned by the Association.
- 4.2. **Designation of restricted parking areas.** The Board shall provide for the erection of appropriate signs, the painting of appropriate lines and the installation of other appropriate markings to identify and designate the types of parking restrictions applicable within the community, as provided in Section 4.3. These identifications and designations also shall identify the penalty for parking in violation of the designated restrictions.

4.3. Acceptable and Prohibited Parked Vehicles.

- 4.3.1. No vehicles other than the following types of vehicles may be parked in the community:
 - 4.3.1.1. Operable passenger automobiles, mopeds and motorcycles bearing current vehicle registration plates.
 - 4.3.1.2. Operable non-commercial vans, multi-purpose vehicles, sport utility vehicles and trucks, have no more than two (2) axles and bearing current vehicle registration plates. *See* Section 4.3.2.1 for definition of commercial vehicle.
 - 4.3.1.3. Commercial vehicles may be parked in the community on a temporary basis while the operator of the vehicle is making a delivery or providing a service to an owner of a lot or living unit or to a resident in the community. Commercial vehicles shall not be parked overnight in the community.

- 4.3.2. Except as provided above, none of the following may be kept or parked anywhere in the community:
- 4.3.2.1. Commercial vehicles as defined by one of the following:
 - (a) Vehicles bearing any commercial advertisements or markings with contact information, (b) vans without rear passenger seating, side windows adjacent to front passenger windows, or a rear window, (c) vehicles with ladder racks or other business equipment attached to it, (d) vehicles twenty two (22) feet or longer. The covering of commercial vehicles markings using similar colored magnets as the vehicles paint color is permitted otherwise any other attempt to disguise the fact that the vehicle is commercial in nature is prohibited.
 - 4.3.2.2. Campers, camp trucks or house trailers.
 - 4.3.2.3. Boats, boat cradles or boat trailers.
 - 4.3.2.4. Aircraft trailers.
 - 4.3.2.5. Other types of trailers.
 - 4.3.2.6. Any other vehicle not specifically enumerated in Sections 4.3.2.1 through 4.3.2.5, but substantially similar to one (1) or more of the type vehicles enumerated therein.
- 4.3.3. Vehicles without a current and properly affixed primary decal may not park except in overflow parking areas. This applies to secondary decaled vehicles and guests.
- 4.3.4. Vehicles may not park on any sidewalk or other pedestrian way, any marked 'no parking' zone (i.e. red curb), or in any fire lane.
- 4.3.5. Vehicles not bearing a handicapped parking license plate or displaying a valid temporary handicapped parking permit may not park in a parking space reserved for the handicapped.

4.4. Prohibited practices and activities

- 4.4.1. A vehicle may not park in a manner so as to occupy more than one (1) parking space. Where a parking space is delineated by line markings, a

vehicle shall be parked entirely within the designated space. Vehicles parked in driveways of the single family homes in Stonecreek must be parked wholly within the boundaries of the property and may not protrude beyond the property lines causing the vehicle to occupy a portion of the commonly owned sidewalk or street.

- 4.4.2. No vehicle may be driven on any lawn area in the community.
- 4.4.3. Vehicles may not park in any location not designated for the parking of vehicles (i.e. on lawn areas, between buildings).
- 4.4.4. Parking areas and parking spaces may not be used for the placement or storage of scooters, mopeds, bicycles or any similar modes of transportation. These vehicles may not be stored on any common area of the parking lots, sidewalks or chained to trees or other property; and all such vehicles must be stored out of sight at the rear of the property.
- 4.4.5. Parking areas and parking spaces may not be used for the placement or storage of storage bins and waste receptacles; construction equipment (i.e. ladders, scaffolding, and other types of construction equipment); and other types of property not considered a vehicle.
- 4.4.6. Parking areas and parking spaces may not be used for the placement or storage of junk or inoperable vehicles.
- 4.4.7. Parking areas and parking spaces may not be used to store vehicles. Stored vehicles are vehicles that remain in a spot for more than thirty (30) days.
- 4.4.8. The use of car covers is permitted as long as the vehicle is not being stored. If the covered vehicle is to be in a non-overflow spot the owner must provide the decal information on the cover itself in a reasonable manner.
- 4.4.9. No resident, or owner of a lot or living unit, may alter or add to any parking space or parking area in any manner, such as the alteration of lines, the addition of signs, numbers, initials, or any other activity by which such person attempts to exercise dominion or control over such parking space or parking area.

- 4.4.10. The following activities are prohibited on any Common Areas in the community:
- 4.4.10.1 The “jacking up” or “blocking up” of a vehicle for more than four (4) hours.
 - 4.4.10.2 The changing of transmission fluid.
 - 4.4.10.3 Performing work on the brake system or rear end of a vehicle.
 - 4.4.10.4 The overhaul of a vehicle’s engine.
 - 4.4.10.5 Performing any work requiring the lifting of more than one (1) wheel at a time, except for the rotation of tires.
 - 4.4.10.6 The repainting of any vehicle.
- 4.4.11. The person undertaking the permitted maintenance or repair of a vehicle is responsible for the removal of all waste matter, debris, and oil or grease spillage immediately upon completion of the work.
- 4.4.12. All vehicles must be kept in proper operating condition and must not be a hazard or nuisance as a result of noise, exhaust or emissions.
- 4.4.13. A vehicle may not be secured (i.e. via chain) to any part of the common areas or to any property located on any portion of the common areas.
- 4.4.14. No person shall engage in the excessive blowing of the horn of a vehicle.

5. Enforcement.

5.1. Enforcement by Towing.

- 5.1.1. Any vehicle in violation of Section 4 is subject to towing at the expense of the vehicle’s owner or operator in accordance with the procedures set forth in this Section.
- 5.1.2. All violations of any regulation specified under Section 4 should be reported to The Landings’ management company.
- 5.1.3. Vehicles in violation of any part of Section 4.3.4-4.3.5 are subject to immediate towing.

- 5.1.4. Owners of vehicles *with current decals* in violation of any other part of Section 4.3 or 4.4 shall be subject to the community's Violation Due Process Policy.
- 5.1.5. Owners of vehicles *without current decals* in violation of any other part of Section 4.3 or 4.4 shall be subject to the following due process:
 - 5.1.5.1. A first warning notice will be affixed to a vehicle in a conspicuous location that identifies the violation. The vehicle owner will have 24 hours to correct.
 - 5.1.5.2. If the same violation continues or happens again a second notice is applied reiterating what the first violation stated, that it is a second notice, and that if the violation is not abated within 24 hours the vehicle is subject to towing.
 - 5.1.5.3. If the violation continues or occurs again the vehicle can be towed immediately.
 - 5.1.5.4. If a previously towed vehicle commits the violation again, it is subject to immediate towing.
- 5.1.6. Notwithstanding the provisions of the aforementioned due process may be dispensed with and a vehicle may be towed immediately if it presents an immediate and substantial threat to persons or property.

6. Temporary Exception permits.

Temporary exception permits may be issued in accordance with the provisions of this Section.

- 6.1 **Application.** Any circumstances or special requests not specifically addressed in these rules and regulations must be presented to the Board for review and approval. The owner of a unit or a resident in the community may file a written request with the Board for a temporary, short-term exception to one or more of these regulations. The request shall be on an application form approved by the Board. The application shall identify the owner or resident, unit address, the license plate number and the state of registration of the vehicle for which the exception is requested, the regulation(s) for which an exception is requested, the

duration of the requested exception, and the reasons for the requested exception, including any hardship to the applicant which will be presented by strict compliance with the regulation for which the exception is requested.

6.2 Determination. Upon consideration of a properly filed request for an exception, the Board may grant the exception, in whole or part, only upon making a specific written finding that the granting of the exception will not substantially impair the intent of these regulations or create a threat to persons or property, that complying with the regulation will present a hardship to the applicant, and that the exception requested is the minimum necessary to afford relief to the applicant.

6.3 Temporary Exception Permit. Each temporary exception permit shall contain the date of issuance, the date of expiration, the vehicle's license plate number and state of registration. A temporary exception permit shall be hung on the inside rear view mirror or placed on the dashboard near the steering wheel.

6.4 Recordkeeping. The Board shall maintain a record of all requests for exceptions and all determinations either granting or rejecting a requested exception.

7. Authority of the Managing Agent. Upon direction of the Board, The Landings' management company may act on behalf of the Board in implementing, administering and enforcing these Rules and Regulations.

RETURN TO:

Arthur Law Group
P.O. Box 1470
Annapolis, MD 21404

THE LANDINGS HOMEOWNERS ASSOCIATION
SWIMMING POOL OPERATING PROCEDURE

I. General

1. The Landings swimming pools and bathhouses are private and for the use and enjoyment of Resident Members of Landings Homeowners Association, Inc. (Resident Owners of Painters Hill and Copperwood Townhouses, and Stonecreek Homes) or their resident tenants and their invited guests.
2. Resident members, resident tenants, and their guests will be admitted to the bathhouse and swimming pool only during operating hours when the lifeguard is on duty. POOL PASSES ARE REQUIRED FOR ENTRY TO THE POOLS. Pool passes will be retained by the lifeguard or gate attendant (when present) for the duration of the patron's visit to the pool. All members, resident tenants, and guests must sign the attendance register upon entering the pool area. (A separate line in the attendance register must be completed for each individual entering the pool area).
3. The lifeguard shall have complete authority in the pool area. All adults are requested to cooperate and help enforce rules and the lifeguard's instructions. Any observed infractions shall be reported to the lifeguard.
4. All persons of age 11 and 12 shall be accompanied by a resident member or resident tenant at least 16 years of age until they can pass the swimming proficiency test given by the lifeguard, said test to include the following:
 - a. Swim one length of the pool (long axis)
 - b. Tread water and swim to ladder
 - c. Dive into deep water and swim to ladder.
5. All persons of age 10 and under must be accompanied by a responsible adult when in the pool area.
6. Children under the age of 5 unable to pass a basic swimming test administered by the lifeguard at the pool, must be under the care, custody and control of a parent or an adult at least 18 years of age or older, in the water with the child at all times. A child must be toilet trained to use the main pool.
7. Persons under the influence of alcohol shall not be admitted.
8. The number of people inside the pool enclosure (deck) or the pool is limited by law. In the event the pool enclosure (deck) or pool become too crowded, members with guests shall be asked to leave until the crowd thins out.
9. Guests shall be limited to no more than 4 per owner unless the pool committee has waived this limit upon written application one week in advance. Guests shall be permitted use of the pool only when accompanied and signed in by a resident member or resident tenant having a pool pass. Guests who live in the Annapolis area (within a 25 mile radius) shall be extended guest privileges no more than six times per calendar month.
10. Resident members and resident tenants below age 18 are limited to one guest at a time.
11. Resident owners and resident tenants shall be financially liable for property damage caused by them, their family, or their guests; and they shall be responsible for maintaining proper conduct.
12. The pool may be cleared of all persons under 16 years of age for 10 minutes each hour on the hour for a guard break or adult swim at the lifeguard's discretion.
13. Continued disregard for these rules may result in cancellation of pool privileges.

II. HEALTH AND SANITATION

1. Clean bathing suits shall be worn. Cut-offs and street clothing are not permitted.
2. Diapers are permitted in the wading pool (located at Landings Pool II - the one nearest Copperwood Homes).

3. All persons shall shower before swimming. Suntan OIL shall not be used - If protection is needed, use suntan lotion.
4. Admission shall be refused anyone having a communicable disease, skin disease, sore or inflamed eye, nasal or ear discharge. Bandages of any kind shall not be permitted. Persons with excessive sunburn, open blisters, or cuts should be aware they are likely to become infected and shall not use the pool.
5. People wearing street shoes shall not be permitted inside the pool area.
6. Eating and drinking shall be restricted to the designated area. Alcoholic drinks shall not be permitted in the pool area.
7. Smoking shall be permitted - use of proper receptacles is necessary. Please be considerate of others. Do not throw butts on the cement.
8. Trash shall be deposited in the proper receptacles.
9. No pets shall be allowed in the pool area.
10. Any personal property left in the pool area shall be placed in a lost and found box which shall be accessible to all. The pool management shall not be responsible for these articles.

III. SAFETY RULES

1. No one shall enter the pool when the lifeguard is not present.
2. Running, pushing, dunking, wrestling, or rough play shall not be permitted. Standing or sitting on another's shoulders shall not be permitted. Ball playing shall not be permitted.
3. Standing or jumping from the ladder rails or the lifeguard stand shall be prohibited.
4. The following diving rules shall be observed:
 - a. Only one person at a time shall be on the board.
 - b. All dives or jumps shall be made from the front of the board and not from the side.
 - c. The diver shall swim directly to an exit point and clear the area.
 - d. The next person shall not dive until the previous diver has surfaced and cleared the area.
 - e. Swimmers shall not be allowed in the diving area when people are using the board.
 - f. When the pool is crowded, the lifeguard may close the diving board at his (her) discretion.
5. No toys shall be permitted in all pools except as provided by the Association. Personal flotation devices and underwater gear are permitted in the pool at the discretion of the lifeguard.
6. No glass objects shall be brought inside the pool area.
7. Conversation with the lifeguard shall be kept to a minimum.
8. All injuries shall be promptly reported to the lifeguard. The lifeguard shall be informed of any potential medical problem for members of your family who will be swimming; asthma, hypoglycemia, epilepsy, heart disease, hyperventilation, dangerous allergies or reactions. Any information could be important in an emergency.
9. The pool shall be vacated whenever electrical storms threaten or are in the area or upon 3 blasts of the guard's whistle.
10. In an emergency, the pool shall be cleared of all persons. The signal for this shall be 3 blasts of the guard's whistle. Everyone shall immediately leave the water and not re-enter until authorized by the lifeguard.

The Landings

DECLARATIONS

AMMENDMENTS

2973 170

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS DECLARATION, made on the date hereinafter set forth by PAINTER'S HILL DEVELOPMENT CORPORATION, a Maryland corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (the "Land") consisting of (i) thirty-eight (38) townhouse lots and the improvements thereon, located in Painter's Hill at the Landings, Annapolis, Maryland, and (ii) common areas contiguous to such lots, upon which shall be constructed two (2) tennis courts, a swimming pool and a bathhouse, with certain portions of such common areas to be used as open green space, all located in the City of Annapolis, Anne Arundel County, Maryland, and more particularly described on Exhibits A (metes and bounds description) and B (plat) to this Declaration; and

WHEREAS, Declarant desires to create on the Land a planned community; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in such community and for the maintenance of the community and its facilities, and to this end desires to subject the Land, together with such additions as may hereafter be made thereto (as provided in Article X hereof), to the covenants, restrictions, easements, charges and liens set forth in this Declaration; and

WHEREAS, Declarant has deemed and does deem it desirable for the efficient preservation of the values and amenities in the community to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents of the community; and

WHEREAS, Declarant has caused to be incorporated or, simultaneously with the recordation of this Declaration, shall cause to be incorporated, under the laws of the State of Maryland, the PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC.,

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CLERK

as a nonprofit corporation for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Declarant declares that the real property described on Exhibits A and B, attached hereto and incorporated herein, and such additions to the community as may hereafter be made pursuant to Article X hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which covenants and restrictions shall run with the Land and be binding upon and inure to the benefit of all parties at any time having any right, title or interest in and to the Land, or any part thereof, or any additions thereto.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to PAINTER'S HILL HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation, its successors and assigns.

Section 2. "Bylaws" shall mean and refer to the Bylaws of the Association (attached hereto as Exhibit D and incorporated herein by reference), as amended from time to time.

Section 3. "Common Areas" shall mean and refer to those areas of the Land or additions thereto (including the improvements from time to time erected thereon), which may be designated "Common Area" on Exhibit B hereto, on any recorded plat, or on any plat recorded simultaneously with a Supplemental Declaration making additions to the Land. Common Areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated (in fee or by easement) for the use by the general public or others, unless and to the extent expressly provided in any Supplemental Declaration.

Section 4. "Community" shall mean and refer to the planned unit development known as "The Landings," all additional real property from time to time added thereto, and all improvements from time to time erected thereon which is or is made subject to the provisions of this Declaration.

Section 5. "Declarant" shall mean and refer to PAINTER'S HILL DEVELOPMENT CORPORATION, a Maryland corporation, and its successors and assignees.

LIBER 2979 PAGE 172

Section 6. "Living Unit" shall mean and refer to any portion of a building situated in the Community designed and intended for use and occupancy as a private residence, whether as a single family or townhouse or a unit in a Multi-unit Structure.

Section 7. "Lot" shall mean and refer to any unimproved plot of land in the community intended and subdivided for a single family or townhouse residence.

Section 8. "Member" shall mean and refer to each Member of the Association, as provided in Article III of this Declaration.

Section 9. "Mortgage" shall mean and refer to any mortgage, deed of trust or similar instrument granted as security for the performance of any obligation.

Section 10. "Multi-unit Structure" shall mean and refer to any building containing two or more Living Units under one roof.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or proceedings in lieu of foreclosure.

Section 12. "Supplemental Declaration" shall mean any instrument recorded by the Declarant, its successors or assigns, submitting additional land (together with the improvements thereon or to be constructed thereon) to the provisions of this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Sections 3, 4 and 5 of this Article II, each Member shall have a non-exclusive right and easement of

enjoyment in and to and ingress and egress into and from the Common Areas. Such easements shall be appurtenant to and shall pass with the title to such Member's Lot or Living Unit.

Section 2. Title to Common Areas; Easement for Completion. The Declarant shall convey to the Association, free and clear of encumbrances, the legal title to any Common Areas designated on Exhibit B or on any plat recorded with a Supplemental Declaration, at the time the plat showing and designating such Common Area is recorded. In the event that any improvements on any Common Area added to the Community are not completed at the time such area is conveyed to the Association, the Declarant reserves an easement on, over, under, across and through such area to complete construction of the improvements thereon.

Section 3. Limitations on Members' Easements. The rights and easements of enjoyment for Members created hereby shall be subject to the following rights of the Association;

(a) the right to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the Common Areas, but the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the Members hereunder;

(b) the right to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(c) the right to charge reasonable admission and other fees for the use of any recreational facilities included as part of the Common Areas;

(d) the right to dedicate or transfer all or any part of its interest in the Common Areas (subject to the restrictions hereof) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, that no such dedication or transfer shall be effective unless an instrument agreeing thereto and executed by 2/3 of each class of Members has been recorded among the appropriate records of Anne Arundel County or the State of Maryland.

(e) without being subject to the limitations of paragraph (d) of this Section 3, the right to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance, replacement and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities, for the recreational purposes of the Members and other parties; and for ingress and egress of the Members and other parties;

(f) the right to adopt and to amend rules and regulations (the "Rules and Regulations") governing the use by the Members of the Common Areas.

(g) the right to suspend the enjoyment rights of any Member in the recreational facilities for any period during which any assessment remains unpaid, and for any period not to exceed sixty days for any infraction of its published Rules and Regulations.

(h) the right to enter into the Common Areas for the purpose of completing, repairing or maintaining such Areas or the improvements thereon.

(i) the rights and easements of Members are also subject to the right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Areas for display and exhibit purposes, which right the Declarant hereby reserves for so long as it owns any Lot or Living Unit.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her rights of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, or contract purchasers (and members of the family of any tenant or contract purchaser) who reside within the Community or to such other persons as may be permitted by the Association.

Section 5. Utility and Road Easements. The Declarant, for itself, its successors and assigns, hereby expressly reserves easements and rights-of-way through, under, over, on and across the Community, for the installation, maintenance, replacement and inspection of (i) lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities, and (ii) for

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public or private vehicular or pedestrian roads, rights-of-way, bikeways and pathways.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Living Unit in the Community shall be a Member of the Association; provided, however, that any such person or entity who holds such ownership interest merely as security for the performance of an obligation shall not be a Member unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from ownership of the Member's Lot or Living Unit.

Section 2. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Lot and Living Unit Owners (other than the Declarant except as noted in paragraph (b) below) and shall be entitled to one (1) vote for each Lot or Unit owned.

(b) Class B. The Class B Member shall be the Declarant, which shall be entitled to a number of votes equal to one (1) more than the aggregate votes of all Class A members as existing from time to time. The Class B membership shall be converted into a Class A membership upon the earlier to occur of (i) the conveyance by the Declarant of the 405th Lot or Living Unit in the Community; (ii) the ninth anniversary of the recordation of this Declaration or (iii) recordation of a written instrument among the land records of Anne Arundel County, Maryland, executed by the Declarant, whereby it resigns its Class B membership in the Association.

Section 3. Common Ownership. When more than one person, or where an entity other than an individual person holds an interest in any Lot or Living Unit, all such persons or the entity, as the case may be, shall be Members. The vote for such Lot or Living Unit shall be exercised as they among themselves determine, (and as otherwise provided in the Bylaws) but in no event shall more than one vote be cast with respect to any one Lot or Living Unit.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Living Unit in the Community by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and operating, repair and replacement reserve funds, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot or Living Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title (other than as a lien on the land) unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively (i) for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Community and for the operation, improvement and maintenance of the Common Areas, and other areas described in Article V, Section 2 hereof, and for services and facilities devoted to these purposes or related to the use and enjoyment of the Common Areas or other areas described in Article V, Section 2, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof, and for operating funds and reserve funds for repair and replacement of the Common Areas and other areas maintained by the Association pursuant to Article V, Section 2. The assessments shall include an adequate reserve for maintenance, repairs and replacement of those elements of the Common Areas and such other areas maintained by the Association pursuant

to Article V, Section 2 that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

Section 3. Basis of Monthly Assessments.

(a) An initial, non-refundable, assessment in addition to all other assessments equal to two (2) months' estimated assessment for each Lot or Living Unit shall be payable by each purchaser at the closing of the sale by the Declarant of each Lot or Living Unit.

(b) The Board of Directors shall set the rate of the regular monthly assessment to be imposed upon each Member of the Association. The initial rate shall be forty dollars (\$40) per Lot or Living Unit per month, which rate shall remain in effect until changed by the Board of Directors at a regular meeting or special meeting called for such purpose, subject to the provisions of Section 3(c) of this Article IV.

(c) The Board of Directors of the Association, after consideration of current maintenance costs and future needs of the Association, may fix the monthly assessment from time to time in an amount below or above the initial monthly assessment set forth in Section 3(b), provided that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient (i) to satisfactorily maintain, operate and provide reserves for the Common Areas, (ii) to satisfactorily maintain and provide reserves for other improvements within the Community as set forth in Article V, Section 2, (iii) to satisfactorily provide reserves for the operation, repair and replacement of the Common Areas and other areas specified in Article V, Section 2.

(d) In the event of any change in the monthly assessment as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the new amount of the assessment against each Lot or Living Unit at least thirty (30) days in advance of the applicable date or period of the new assessment. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

(e) The Association shall, upon demand at any time, furnish to any Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid, or the amount of any unpaid assessment. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificates shall be conclusive of payment of any assessment therein stated to have been paid.

Section 4. Special Assessments for Capital Improvements and Operating Reserves. In addition to the monthly assessments authorized by Section 3 of this Article IV, the Association may levy at any time a special assessment (which must be fixed at one uniform rate for each Lot or Living Unit) applicable to the year in which levied only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, and for operating the Common Areas, for which a reserve fund does not exist or is not adequate.

Section 5. Date of Commencement of Assessments; Due Dates. The assessment payable with respect to any Lot or Living Unit shall commence on the date such Lot or Living Unit is conveyed by the Declarant to a purchaser and shall be due and payable thereafter on the first day of each calendar month. The due date(s) of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Obligation of the Declarant to Pay Assessments. The Declarant shall be obligated to pay assessments with respect to each Lot or Living Unit it owns which have been submitted to the provisions of this Declaration.

Section 7. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with interest thereon and cost of collection thereof (as hereinafter provided), shall be and continue as a lien on the Lot or Living Unit against which such assessment was levied, and shall be and remain the personal obligation

of the Owner of such Lot or Living Unit. Such personal obligation of the then Owner to pay such assessment shall remain his or her personal obligation and shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by such successors. If any assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date due at the highest rate permitted by law (but in no event greater than twelve percent (12%) per annum) and the Association may bring legal or equitable action against the Owner or other persons personally obligated to pay the same or may enforce or foreclose the lien against the Lot or Living Unit, and in the event a judgment is obtained, such judgment shall include interest on the assessments reasonable attorneys' fees to be fixed by the court together with the costs of the action. No Owner of a Lot or Living Unit may waive or otherwise exculpate himself or herself from liability for payment of assessments by non-use of the Common Areas or by abandonment of a Lot or Living Unit.

Section 8. Subordination to the Lien of First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on any Lot or Living Unit. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, each holder of a first mortgage on any Lot or Living Unit who comes into possession of such Lot or Living Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot or Living Unit free of any claims for unpaid assessments and charges against the Lot or Living Unit which accrue prior to the time such holder takes title to, or comes into possession of, (whichever shall first occur) the Lot or Living Unit. The unpaid assessments pertaining to such Lot or Living Unit shall be assessed against all Lots and Living Units, including the mortgaged Lot or Living Unit. No sale or transfer of a Lot or Living Unit shall relieve such Lot or Living Unit or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property in the Community (at any time) shall be exempt from the assessments, charge and lien created herein: (a) all property dedicated to and accepted by a governmental body, agency or authority, to be devoted to public use (other than land or

improvements devoted to use as Living Units); and (b) all Common Areas.

ARTICLE V

OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Areas. The Association shall be responsible for the maintenance, repair and replacement of all Common Areas and all improvements thereon, including furnishings and equipment related thereto, (unless the repair or replacement is necessitated by the negligence, misuse or neglect of a Member, in which case the expense of such repair or replacement shall be borne by such Member), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. In furtherance of such obligations, the Association shall contract for management and maintenance services to be provided to the Association with persons or entities of its choosing, including the Declarant and affiliates thereof. In executing such contracts, the Association shall be acting solely as agent, and shall incur no personal or corporate liability thereunder.

Section 2. Other Areas.

(a) In addition to maintenance of the Common Areas, the Association shall provide exterior maintenance with respect to each Lot and Living Unit, as follows: painting, repair, maintenance and replacement and care of roofs, patios, balconies, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Notwithstanding the foregoing, in the event that the need for maintenance or repair of the exterior of a Living Unit is caused through the willful or negligent acts of its Owner or tenant thereof, or through the willful or negligent acts of the family, guests or invitees of the Owner or tenant of the Living Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Living Unit is subject.

(b) The obligation of the Association to provide exterior maintenance for Lots or Living Units may be abrogated in whole or in part at any time (or from time to time and subsequently reinstated) by the affirmative vote of two-thirds (2/3) of the Directors of the Association. In the event of any such abrogation, items of exterior maintenance so abrogated shall become the obligation of the Owners of the Lots and Living Units. Within sixty (60) days after any decision to abrogate any responsibility for exterior maintenance, the Association shall review, and if necessary, decrease the monthly assessments to all Members, and shall distribute equally among them any reserves theretofore accumulated with respect to items of exterior maintenance for which the Association is no longer responsible.

ARTICLE VI

OBIGATIONS OF THE MEMBERS

Section 1. Common Areas. Each Member, and their tenants and family members, employees and invitees of either shall be responsible for using the Common Areas in a safe and orderly manner consistent with the purpose for which each Common Area is intended, and shall be personally liable for any damage caused to person or property by reason of their misuse or neglect.

Section 2. Lots and Living Units. Subject to the provisions of Section 2 of Article V hereof, the Owner of each Lot or Living Unit shall be responsible for maintaining his or her Lot or Living Unit in a safe, clean and orderly condition, so as not to detract from the values of the Community or to cause nuisance or danger to any other occupant of the Community.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction on any property initially a part of the Community or subsequently added thereto, and placed on the dividing line between the Lots and/or Living Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it, and the other Owners who thereafter make use of the wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article VII, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VIII

USE OF THE COMMUNITY

Section 1. Protective Covenants.

(a) Residential and Related Use. No part of the Community shall be used except for residential housing and the related common purposes for which the Community was designed.

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(b) No Commercial Uses. No part of the Community shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any commercial, manufacturing, mercantile, or other such non-residential purposes, provided, however, that (i) Declarant, its successors or assigns, may use any part of the Community for model home sites, display and sales offices and any other purposes related to the completion or construction of any part of the Community during the construction and sales period and (ii) the Association may permit such usage as an adjunct to a recreational or educational activity sponsored or provided by the Association in or on the Common Areas.

(c) Signs. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas," and such promotional, for sale or for rent signs as may be maintained by Declarant, no sign or billboard of any kind shall be displayed to the public view on any portion of the Community, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the property for sale or rent, and name and address signs of a size and type approved by the Architectural Control Committee.

(d) Prohibited Activities. No noxious or offensive activity shall be carried on in any part of the Community, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to others, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Lots or Living Units, or which shall in any way increase the rate of insurance on the Common Areas.

(e) Antennae. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot or Living Unit. Normal radio and television installations wholly within a building are excepted.

(f) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion of less than all of any such Lot, nor any easement or other interest therein, other than easements specifically provided for herein or easements for utilities, shall be conveyed or transferred by any Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments, or the creation of Multi-unit Structures within the Community.

(g) Parking Restrictions. No automobile, motorcycle, bicycle, tricycle or other wheeled vehicles or toys shall be parked or left unattended in any driveway located in the Common Area so as to interfere with the use of or ingress and egress into or from such Common Areas. No boat, trailer or recreational vehicle shall be parked in any part of the Community except in a garage, screened enclosure or specifically designated area approved by the Board of Directors or the Architectural Control Committee.

(h) Trash. Storage, collection and disposal of trash shall be in compliance with standards set by the Architectural Control Committee.

(i) Pets. Subject to such limitations as may from time to time be set by the Board of Directors or the Architectural Control Committee, domestic house or yard pets (and not livestock), in reasonable numbers per Living Unit, may be kept and maintained, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside the Owner's premises and must not become a nuisance to other Owners. If such pets at any time constitute a nuisance, they may be ordered removed from the Community by the Board of Directors.

(j) Clothes Drying Equipment. No clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Board of Directors or the Architectural Control Committee.

(k) Other Restrictions. The Board of Directors or the Architectural Control Committee may from time to time adopt general rules consistent with and to implement the purposes set forth in this Article VIII, and to interpret the covenants in this Article, which general rules may apply to the Board or Community as a whole or to any part thereof. Once adopted, any such general rules may be amended only by a two-thirds (2/3) vote of the Architectural Control Committee, following a public hearing for which due notice has been provided, and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors.

(l) Exceptions. The Board of Directors or the Architectural Control Committee may issue temporary permits or variances to except any prohibitions expressed or implied by this section, provided the Board or Committee can show good cause and acts in accordance with adopted guidelines and procedures.

Section 2. Utility Easements. The Declarant, for itself and its successors and assigns, hereby creates easements over, under, in, on, and through the Community, as expanded from time to time, for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, and inspection of sewer, water, drainage, electric, gas, television, telephone and cable television facilities and the wires, lines, conduits and other necessary and proper attachments in connection therewith, for the benefit of the adjoining land owners, the Declarant, any federal, state or local authority, commission, or agency having jurisdiction thereover and any firm or corporation, either public, quasi-public or private, supplying or servicing such facilities.

Section 3. Encroachment Easement. Each Lot and Living Unit, and every other building within the Community is hereby declared to have an easement over all adjoining Lots, Living Units and buildings and all Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a building, roof overhangs, gutters, architectural or other appendages, draining of rain water from roofs, or any other similar cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered

in any way by such encroachments, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if such encroachment occurred due to the willful misconduct of such Owner or Owners. In the event a Living Unit or other structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot or Living Unit agree that encroachments over adjoining Living Unit, Lots and Common Areas of all types shall be permitted and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist. The provisions of this Section 5 also shall apply to encroachments by any Common Area on any Lot or Living Unit or upon each other.

ARTICLE IX

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, or appurtenances to any structure, erected or maintained in the Community, nor any exterior addition to or change (including, without limitation, painting or residing) or alteration therein shall be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography to and by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Article IX will be deemed to have been fully complied with. The provisions of this Article shall not apply to original construction by the Declarant.

ARTICLE X

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Initial Property. The real property initially subject to this Declaration is all that property located in Annapolis, Anne Arundel County, Maryland described

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in Exhibit A and Exhibit B attached hereto and by this reference made a part hereof.

Section 2. Additions to the Community.

described in

(a) All or any portion of the real property consisting of a maximum of 540 Lots and/or Living Units (including the land initially submitted hereto) and related Common Areas, encompassed within the boundaries ~~sketched~~ Exhibit C, attached hereto and made a part hereof, may be annexed to the Community by the Declarant, its successors and assigns, or by Presidential Realty Corporation or Kent Washington, Inc., affiliated corporations of the Declarant, without the consent of any other party, at any time or from time to time by recording a Supplemental Declaration among the Land Records of Anne Arundel County, Maryland submitting such additional land to the provisions of this Declaration.

(b) Upon approval in writing of the Association pursuant to the affirmative vote of at least two-thirds (2/3) of each class of its Members as provided in its Bylaws, the owner of any property who desires to subject such property to the provisions of this Declaration and to the jurisdiction of the Association may file for record among the land records of Anne Arundel County, Maryland, a Supplemental Declaration so effecting the same.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

Section 4. Effect of Annexation. Any additional lands annexed to the Community pursuant to this Article shall be considered a part of the "Community" for all purposes of this Declaration, and (b) all voting of each class of the membership of the Association, and all voting by the Owners hereunder, shall be aggregated, it being intended that any

voting requirements need not be fulfilled separately for the real property described in a Supplemental Declaration.

ARTICLE XI

DURATION AND AMENDMENT

This Declaration shall run with and bind the Community, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot or Living Unit, or their mortgagees, and their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded; after which time this Declaration shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by Members holding not less than two-thirds (2/3) of the votes of each class of members has been recorded, agreeing to terminate or change this Declaration in whole or in part; provided, however, that no such agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent to every Member at least ninety (90) days in advance of any action taken. Unless specifically prohibited herein, this Declaration may be amended or terminated only by an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of both classes of the membership upon prior approval of first mortgagees holding first mortgages in 75% of the Lots or Living Units in the Community at the time such amendment is adopted. Any amendment must be properly recorded to be effective.

ARTICLE XII

CHANGES AND AMENDMENTS BY DECLARANT

Notwithstanding, and in addition to, any other provision of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, the Declarant shall have the right, and hereby reserves the sole right and authority to be exercised in its sole discretion without the consent of any other entity or person, at any time and from time to time it owns a Class B Membership, if so required by any governmental or quasi-governmental agency (including, without limitation, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the

Veterans Administration), to amend, modify or add to the provisions of this Declaration, and the other documents and instruments relating to the Community as need therefor may be. Such right also is reserved to comply with the requirements of any lender or title insurance company, provided such amendments, modifications or additions made pursuant to the requirements of any lender or title insurance company do not adversely or materially affect the interest in the Community of the Owners of any Lots or Living Units.

ARTICLE XIII

REMEDIES

The Declarant, the Association, any Owner, or their mortgagees, and their respective legal representatives, successors and assigns, shall have the right to enforce this Declaration, by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision hereof, any provision of the Articles of Incorporation, Bylaws or Rules and Regulations, for injunctive relief, to restrain violation, to require specific performance and/or to recover damages; and, against the Land, to enforce any lien created by this Declaration. The expenses of enforcement shall be chargeable to the Owner of the Lot or Living Unit in violation this Declaration and shall constitute a lien on the Lot or Living Unit, collectible in the same manner as assessments hereunder.

ARTICLE XIV

CONSENT OF FIRST MORTGAGEES

Notwithstanding and in addition to any other provision of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations, unless at least 75% of the first mortgagees (based on one vote for each mortgage owned) or Owners (other than the Declarant) of Lots or Living Units have given their prior written approval, the Association, Members, and the Board of Directors shall not be entitled to: (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas owned, directly or indirectly, by the Association; provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use

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FIFTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 18th
day of November, 1980, by LANDINGS DEVELOPMENT ASSOCIATES,
a Maryland Partnership (Developer).

WITNESSETH:

RECORD FEE 8.00
203371 1545 102 112:10

WHEREAS, Developer has all the rights of Declarant under
a certain "Declaration of Covenants, Conditions, Restrictions and
Easements of The Landings, Annapolis, Maryland" (the "Declaration"),
the Land Records of Anne Arundel County, Maryland in Liber 2979,
Page 170-222; and

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WHEREAS, Declarant has the right, in Article X, Section
2 of the Declaration to add certain additional property to the
Community; * / and

WHEREAS, Developer desires to add certain real property
and the improvements thereon to the Community, and to subject such
real property and improvements to the provisions of the Declaration
and all other instruments designed to create or maintain the Community
or the Association;

NOW, THEREFORE, in consideration of the premises, Developer
declares that:

1. The real property consisting of townhouse lots 107,
108, 109, 110, 111, 112, 119, 120, 121, 122, 123 and 124 and the
improvements thereon and the common areas contiguous to such lots
(together, "the Additional Land") all located in The Landings, Annapolis,
Anne Arundel County, Maryland, as shown on Plat entitled "Further Amended Plat
of Section Five, Painters Hill at The Landings" recorded in Plat Book
78, Page 2 of the Land Records of Anne Arundel County, Maryland,
upon recordation of this Supplemental Declaration, shall be added to
and become a part of the Community.

2. From and after the recordation hereof, the Additional
Land shall be held, transferred, sold, conveyed and occupied subject
to provisions of the Declaration, the Articles of Incorporation and
Bylaws of the Association, and all other instruments designed to
create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meanings set
forth in Article I of the Declaration, unless otherwise noted.

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IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: *Robert Libson*
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the *15* day of *November* 1980, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of law that the matters and facts set forth in the Fifth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

My Commission expires *July 1, 1982*

(Notary Seal)

Mailed to *Landings Development Corp*

of the Common Areas and any other common property shall not be deemed a transfer within the meaning of this clause; (ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Member; (iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance or maintenance of the Living Units, the exterior maintenance of the Living Units, the maintenance of the Common Areas or common walks or common fences and driveways, or the upkeep of lawns and plantings within the Community; (iv) fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); (v) use hazard insurance proceeds for losses to any Common Areas (or other areas required to be maintained by the Association) for other than the repair, replacement or reconstruction of such Common Areas or other areas; or (vi) if the Federal National Mortgage Association is a mortgagee of any Unit, or if the Veteran's Administration has insured a mortgage on any Unit, adopt any amendment or modification of this Declaration. This Article, however, shall not apply to or in any way be construed as a limitation upon any right, now or hereafter existing, of the Declarant pursuant to applicable laws to submit other real property to the provisions of this Declaration.

ARTICLE XV

PRIORITY OF FIRST MORTGAGEES

No provision of this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Lots or Living Units pursuant to their first mortgages in the case of a distribution to Owners or insurance proceeds or condemnation awards for losses to or taking of the Lots or Living Units, and/or the Common Areas, or any portions thereof.

ARTICLE XVI

FIRST MORTGAGEE'S RIGHT TO CURE

First mortgagees of Lots or Living Units, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any Common Areas or other common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas or such other common property, and first mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any Member or Owner under the provisions of this instrument shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 2. Assignability. The Declarant, its successors and assigns, shall at all times have the right to fully transfer and assign any or all of its rights and powers under this Declaration, subject to Declarant's obligations hereunder.

Section 3. Non-Waiver. The failure of the Declarant, or any Owner, or their respective legal representatives, heirs, successors and assigns, to enforce any provision of this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such other violation or breach occurring prior or subsequent thereto.

Section 4. Construction and Interpretation. The Declarant and the Association, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in

making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Declarant shall take into consideration the best interests of the Owners to the end that the Community shall be preserved and maintained as a high quality community.

Section 5. Severability. All of the covenants, conditions, restrictions, easements and reservations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, easements, reservations, or clause or phrase thereof.

IN WITNESS WHEREOF, PAINTER'S HILL DEVELOPMENT CORPORATION has caused this instrument to be executed by ROBERT L. SHERMAN, its VICE PRESIDENT, and its corporate seal to be hereunto affixed and attested by ALLEN H. BOWMAN, its SECRETARY, on this 24th day of August, 1977.

ATTEST:

PAINTER'S HILL DEVELOPMENT CORPORATION

[Signature]
[Corporate Seal]

By Robert Sherman



(State of New York)
(County of Westchester) SS:

I, Barbara J. Kelly, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Robert L. Kelly and Richard L. Kelly, as husband and wife, respectively, of PAINTER'S HILL DEVELOPMENT CORPORATION personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that PAINTER'S HILL DEVELOPMENT CORPORATION is a party to the foregoing and annexed instrument and that the facts set forth in said instrument are true and correct; and they acknowledged to me that PAINTER'S HILL DEVELOPMENT CORPORATION executed the said instrument as its free act and deed.

Subscribed and sworn to before me this 20th day of June, 1977

Barbara J. Kelly
Notary Public

My Commission expires: _____

[Notarial Seal]



BARBARA J. KELLY
Notary Public, State of New York
Westchester County
Commission Expires March 20, 1978

DEER-3145 137

FIRST AMENDMENT
TO THE DECLARATION AND BYLAWS
OF THE LANDINGS, ANNAPOLIS, MARYLAND

THIS AMENDMENT is made this 23rd day of October, 1978,
by Painter's Hill Development Corporation (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the Declarant under a certain Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") pertaining to the Community known as the Landings, Annapolis, Maryland, which Declaration was recorded on July 12, 1977 among the land records of Anne Arundel County, Maryland in Liber 2979 at Page 170-222; and attached to the Declaration as Exhibit D and recorded and therewith were the Bylaws of the Painter's Hill Homeowners' Association, Inc., the entity designated by the Declarant to manage the Community which is the subject thereof; and

WHEREAS, Article XII of the Declaration permits the Declarant, so long as it owns a Class B membership, to unilaterally amend the Declaration (and Bylaws) if required, inter alia, by the Veteran's Administration; and

WHEREAS, the Veteran's Administration has required certain changes in the foregoing documents pursuant to a letter to the Declarant dated April 24, 1978.

NOW, THEREFORE in consideration of the foregoing and pursuant to the authority set forth in the Declaration, the Declaration and Bylaws are hereby amended as follows:

1. Article III, Section 2(b) of the Declaration, and Article II, Section 3(b) of the Bylaws are amended by adding at the end of each the following sentence: "Notwithstanding the foregoing, the Class B membership automatically shall terminate if the Community is abandoned prior to completion. For the purposes hereof, "abandonment" is defined to mean a period of two years running from the date the last foundation of a Living Unit or Multi-Unit Structure was laid.

RECORD FEE 7.00

2. The Declaration and Bylaws are each amended by adding at the end of each a new Article XVIII entitled "FHA/VA APPROVAL," to read as follows:



1978 NOV 13 AM 10:50

7.00

LIBER 3145 PAGE 138

"So long as there is a Class B Membership, and notwithstanding and other provisions herein, the following actions will require approval of the FHA or the VA: Annexation of additional properties, dedication of Common Area, and amendment of the Declaration or Bylaws."

IN WITNESS WHEREOF, the undersigned Declarant has caused this amendment to be used on the date first above written.

ATTEST:

Jeffrey A. Joseph
Jeffrey A. Joseph
[Corporate Seal]

PAINTER'S HILL DEVELOPMENT CORPORATION
By: *Robert Libson*
Robert Libson

County of Balto)
State of Maryland) ss:

I, Linda A. Hott, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Robert Libson and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, as Vice President and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, ~~XXXXXXXXXXXX~~ of PAINTER'S HILL DEVELOPMENT CORPORATION personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that PAINTER'S HILL DEVELOPMENT CORPORATION is a party to the foregoing and annexed instrument and that the facts set forth in said instrument are true and correct; and they acknowledged to me that PAINTER'S HILL DEVELOPMENT CORPORATION executed the said instrument as its free act and deed.

Subscribed and sworn to before me this 23rd day of October, 1978.

Linda A. Hott
Notary Public Linda A. Hott
My Commission Expires: July 1, 1982

[Notarial Seal]

Mailed to: *William David*

145 139

FIRST SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 24th day of
October, 1978, by PAINTER'S HILL DEVELOPMENT
CORPORATION, a Maryland Corporation (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is Declarant under a certain "Declaration of
Covenants, Conditions, Restrictions and Easements of The Landings,
Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel
County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has reserved the right, in Article X, Section 2
of the Declaration to add certain additional property to the Community; and

WHEREAS, The Declarant desires to add certain real property and the
improvements thereon to the Community, and to subject such real property and
improvements to the provisions of the Declaration and all other instruments
designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, the Declarant
declares that:

1. The real property, consisting of twelve (12) townhouse lots and the
improvements thereon and the common areas contiguous to such lots (together,
"the Additional Land"), all located in The Landings, Annapolis, Anne Arundel
County, Maryland, and more particularly described on Exhibit A (metes and
bounds description), annexed hereto and made a part hereof and shown on
"Section 3-A --- Amended Plat of Part of Section 3 Painter's Hill at The Landings"
recorded in Plat Book 69, Page 35 of the Land Records of Anne Arundel County,
Maryland, upon recordation of this Supplemental Declaration, shall be added to
and become a part of the Community.

RECORD FEE 15.00

2. From and after the recordation hereof, the Additional Land shall be
held, transferred, sold, conveyed and occupied subject to the provisions of the
Declaration, the Articles of Incorporation and Bylaws of the Association, and
all other instruments designed to create or maintain the Community or the Associa-
tion.

* All capitalized terms used herein shall have the meanings set forth in
Article I of the Declaration, unless otherwise noted.



157810113 22110:50

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed hereto on the date first above written.

PAINTER'S HILL DEVELOPMENT CORPORATION

ATTEST:

Jeffrey F. Joseph
Jeffrey F. Joseph

By

Robert Libson
Robert Libson, Vice President

[Seal]

County of Baltimore)
State of Maryland) ss:

I, Linda A. Hott, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Robert Libson ~~xxxx~~, as Vice President ~~xxxx~~, ~~xxxx~~ of PAINTER'S HILL DEVELOPMENT CORPORATION personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that PAINTER'S HILL DEVELOPMENT CORPORATION is a party to the foregoing and annexed instrument and that the facts set forth in said instrument are true and correct; and they acknowledged to me that PAINTER'S HILL DEVELOPMENT CORPORATION executed the said instrument as its free act and deed.

Subscribed and sworn to before me this 24th day of October, 1978.

Linda A. Hott
Notary Public Linda A. Hott

My Commission expires: July 1, 1982

[Notarial Seal]

Chairman of the Board
F. M. LATHAM, JR., L. S.

President
JOHN F. LATHAM, L. S.

Vice Presidents
HARVEY STODOLSKY, P. E., L. S.
LEONARD R. WARD, P. E., L. S.
F. M. LATHAM, III, P. E.

Associates
DAVID C. FERRIS, L. S.
RALPH PETER, P. E., L. S.
JUSTICE REED, L. S.
BEN A. VOORHEE, JR., L. S.
JAMES M. LEE, L. S.
THOMAS H. VOORHEE, P. E.
ROBERT W. CICCARDONE, L. S.
MORRIS G. CHEW, IV, L. S.

J. R. McCrone, Jr.
1938-1958

LIBER 3145 PAGE 141

J. R. McCrone, Jr. Inc.

Engineers + Land Planners + Land Surveyors

20 RIDGELY AVENUE
P. O. BOX 1789 ANNAPOLIS, MARYLAND 21404
Annapolis - 267-8621 - Baltimore - 267-0531 - Washington - 261-2605

OCTOBER 20, 1978

Branch Offices:
P. O. BOX C
PRINCE FREDRICK, MD 20678
535-0749
WASH 855-6778

P. O. BOX 707
110 WARDMAN, MD 20650
475-5522

R. O. A. BOX 250
CHESTERDALL, MD 21610
758-2378
16-26-338-1510
16-26-322-2722
826-269-5438

TRAPPE, MD 21773
476-3700

REPLY TO Annapolis

DESCRIPTION OF SECTION 3A,
PART OF SECTION 3
PAINTERS HILL AT THE LANDINGS
CITY OF ANNAPOLIS
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at Coordinate Point No. 157, on the westerly side of Young's Farm Road as shown on a plat Section 3A, Painters Hill at The Landings recorded among the Plat Records of Anne Arundel County, in Plat Book 69, page 35; said point being in and South 45° 37' 27" East, 3.00 feet from the beginning of the South 45° 37' 27" East, 50 foot line of the conveyance from Presidential Realty Corporation to Painters Hill Development Corporation by deed dated May 10, 1978 and recorded among the Land Records of Anne Arundel County, in Liber 3081, folio 893, said point also being in the outlines of the record plat of Section 3 Painters Hill at the Landings, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 67, page 36 and running from said beginning point so fixed, with the outlines of the above mentioned conveyance (308V893), and the outlines of the two above mentioned record plats and with the outlines of the Further Amended Plat of Sections 1 and 2, Painters Hill at The Landings recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 64, page 39, and crossing Young's Farm Road, South 45° 37' 27" East, 47.00 feet;

LIBER 3145 PAGE 142

THENCE South $24^{\circ} 10' 53''$ West, 42.00 feet;

THENCE South $65^{\circ} 49' 07''$ East, 93.47 feet;

THENCE South $24^{\circ} 10' 53''$ West, 87.93 feet;

THENCE South $65^{\circ} 49' 07''$ East, 111.53 feet to intersect the North $23^{\circ} 56' 40''$ East, 522.03 foot line of a conveyance from Kent Washington Incorporated, to Walter Earl Landmesser and Elizabeth N. Landmesser, his wife, by deed dated July 28, 1965 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1962, folio 239;

THENCE with part of said line reversely, leaving the outlines of the above mentioned Further Amended Plat of Sections 1 and 2 and continuing with the outlines of the Record Plat of Section 3A and Section 3, South $23^{\circ} 57' 35''$ West, 109.09 feet;

THENCE leaving the outlines of said conveyance to Landmesser, North $65^{\circ} 49' 07''$ West, 202.88 feet;

THENCE leaving the outlines of the above mentioned conveyance to Painters Hill Development Corporation (3081/893) and the outlines of Section 3, Record Plat, North $65^{\circ} 49' 07''$ West, 31.08 feet to intersect the easterly side of Young's Farm Road, a 34 foot wide Municipal Easement;

THENCE crossing same, North $58^{\circ} 18' 34''$ West, 34.00 feet;

THENCE with the westerly side of Young's Farm Road with a curve to the left having a radius of 352.50 feet, a chord of North $27^{\circ} 56' 06''$ East 46.17 feet for an arc length of 46.20 feet;

THENCE continuing with the westerly side of Young's Farm Road, North $24^{\circ} 10' 53''$ East, 119.85 feet to a point of curve;

THENCE with a curve to the right having a radius of 245.88 feet, a chord of North $34^{\circ} 16' 43''$ East, 86.21 feet for an arc distance of 86.66 feet to the place of beginning;

SIXTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 12th
day of February, 1981, by LANDINGS DEVELOPMENT ASSOCIATES,
a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under
a certain "Declaration of Covenants, Conditions, Restrictions and
Easements of The Landings, Annapolis, Maryland" (the "Declaration"),
the Land Records of Anne Arundel County, Maryland in Liber 2979,
Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2
of the Declaration to add certain additional property to the Community;
*/ and

WHEREAS, Developer desires to add certain real property
and the improvements thereon to the Community, and to subject such
real property and improvements to the provisions of the Declaration
and all other instruments designed to create or maintain the Community
or the Association;

NOW, THEREFORE, in consideration of the premises, Developer
declares that:

1. The real property consisting of Lots #8, 9, and 10 and
the improvements thereon ("the Additional Land") all located in The Landings,
Annapolis, Arundel County, Maryland, as shown on Plat entitled "Section 6,
The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of
the Land Records of Anne Arundel County, Maryland, upon recordation
of this Supplemental Declaration, shall be added to and become part
of the Community.

2. From and after the recordation hereof, the Additional
Land shall be held, transferred, sold, conveyed and occupied subject
to provisions of the Declaration, the Articles of Incorporation and
Bylaws of the Association, and all other instruments designed to
create or maintain the Community or the Association.

30th

W. H. ...

15th

*All capitalized terms used herein shall have the meaning set forth
in Article I of the Declaration, unless otherwise noted.

520

1981 APR 22 AM 9:39

LIBER 3400 PAGE 146

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 10th day of April, 1981, before me, the subscriber, a notary of the State of Maryland, in and for Calvery County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the Sixth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

(Notary Seal)

My Commission expires July 1, 1982

Mailed to: W. Thomas General

SEVENTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 13th day of May, 1981 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of townhouse Lots #125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 143, 144, 145, 146, 147 and 148 and the improvements thereon and the common areas contiguous to such lots (together, "the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Second Further Amended Plat of Section Five, Painters Hill at The Landings" recorded in Plat Book 30, Page 22 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold, conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meanings set forth in Article I of the Declaration, unless otherwise noted.



1981 MAY 14 AM 8:51

F-3406 1st 439

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

BY: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

BY: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 13th day of May, 1981, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of law that the matters and facts set forth in the Seventh Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

My Commission expires July 1, 1982

(Notary Seal)



Landing Blvd

EIGHTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 24th day of June, 1981, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

RECORD FEE 10.00
NOTES 1237 109432
JUN 24 81

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; * / and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #20 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 5, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1981 JUN 24 AM 9:34
W. GARRETT LARRIKORE
CLERK

10.00

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 24th day of June, 1981, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the Eighth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public



(Notary Seal)

My Commission expires July 1, 1982

Landings Development

Witness: _____

BOOK 3434 PAGE 186

NINTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 24th day of August, 1981, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

RECORDED
AUG 24 1981 9:00 AM T03:27

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; * / and

AUG 24 91

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #17 and the Improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

1981 AUG 24 AM 8:31



*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 24th day of August, 1981, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the Eighth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

(Notary Seal)

My Commission expires July 1, 1982



Mailed to: Land Development Associates

BOOK 3441 PAGE 716

TENTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this *25th* day of *Sept*, 1981, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

RECORD FEE 10.00
#69954 C237 R02 108:55
SEPT 25 81

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot # 6 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

RECEIVED FOR RECORDING
CIRCUIT COURT IN & A. COUNTY
1981 SEP 25 AM 8:57
W. GARY HILL, CLERK

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

10.00

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 25th day of Sept, 1981, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the Tenth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

My Commission expires July 1, 1982

(Notary Seal)

Margaret E. Meissner

ELEVENTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND BOOK 3449 PAGE 585

THIS SUPPLEMENTAL DECLARATION is made this 28th day of Oct., 1981, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #15 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.



RECEIVED
CREDIT RECORDS
1981 OCT 28 AM 11:52
W. B. BROWN & COMPANY
CLERK

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 25th day of Oct., 1981, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the Eleventh Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

My Commission expires July 1, 1982



(Notary Seal)

Landing Development Assoc

TWELFTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 1st day of Dec, 1981, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

RECORD FEE 3.00
POSTAGE .50

NOW, THEREFORE, in consideration of the premises, Developer declares that:

BOOKS 345 101 103:39

1. The real property consisting of Lot #24 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

DEC 1 81

1981 DEC -1 AM 8:38

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 12th day of July, 1981, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the Twelfth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

My Commission expires July 1, 1982

(Notary Seal)

Mailed to: Landings, Dist Assoc

FOURTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 30th day of July, 1980, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

RECORD FEE 8.00
#10172 0040 001 TO 9:29

JUL 30 80

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of townhouse Lots 101, 102, 103, 104, 105, 106, 113, 114, 115, 116, 117, 118, 137, 138, 139, 140, 141 and 142 and the improvements thereon and the common areas contiguous to such lots (together, "the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Amended Plat of Section Five, Painters Hill at The Landings" recorded in Plat Book 76, Page 48 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meanings set forth in Article I of the Declaration, unless otherwise noted.

1980 JUL 30 AM 9:31

b.

BOOK 3329 PAGE 170

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: *Robert Libson*
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 30th day of July 1980, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of law that the matters and facts set forth in the Fourth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.



Vivian A. Shelton
Vivian A. Shelton
Notary Public

My Commission expires July 1, 1982

(Notary Seal)

Mailed to Landings Devel. Corp

EXHIBIT A

LIBER 3252 PAGE 114

BEGINNING for the same at the end of the South 23° 57' 35" West, 109.09 foot line of the conveyance from Presidential Realty Corporation to Painter's Hill Development Corporation by deed dated May 10, 1978, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3081, folio 893; said point also being in and South 23° 57' 35" West, 109.09 feet from the beginning of the South 23° 57' 35" West, 240.90 foot line of the conveyance from Kent Washington, Inc., to Presidential Realty Corporation by deed dated July 6, 1977, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2986, folio 585; said point also being at Coordinate Point #45, as shown on the Record Plat of Section 3, Painter's Hill at The Landings, recorded among the Plat Records of Anne Arundel County in Plat Book 67, page 36;

THENCE running from said beginning point so fixed leaving Section 3, Painter's Hill at The Landings, and the above mentioned conveyance (3081/893) and with the outlines of the above mentioned conveyance (2986/585), South 23° 57' 35" West, 131.81 feet; thence South 52° 00' 14" West, 88.43 feet; thence South 55° 24' 40" West, 217.18 feet;

THENCE leaving the outlines of the above mentioned conveyance (2986/585) crossing part of same North 25° 23' 49" West, 292.93 feet, thence with a curve to the left in an easterly direction for an arc length of 56.07 feet; said curve having a radius of 171.12 feet and a chord of North 89° 17' 06" East, 55.82 feet to Coordinate Point #51, as shown on the above mentioned plat of Section 3, Painter's Hill at The Landings, said point also being in the outline of the conveyance from Presidential Realty Corporation to Painter's Hill Development Corporation by deed dated May 10, 1978, and recorded among the Land Records of Anne Arundel County, in Liber 3081, folio 893;

EXHIBIT A

LIBER 3252 PAGE 118

PAGE TWO

THENCE with the outlines of said conveyance and with the easterly side of Youngs Farm Road, a 34 foot wide Municipal Easement and access road, with a curve to the left for an arc distance of 91.40 feet, said curve having a radius of 171.12 feet and a chord of North 64° 35' 47" East, 90.32 feet to Coordinate Point #546 on the above mentioned plat of Section 3, at a point of compound curve, thence with a curve to the left for an arc length of 118.75 feet, said curve having a radius of 386.50 feet and a chord of North 40° 29' 34" East, 118.28 feet;

THENCE leaving the easterly side of the aforementioned Young's Farm Road and following, reversely, and with an extension thereof, the North 65° 49' 07" West, 202.88 foot line of the aforementioned conveyance (3081/893), South 65° 49' 07" East, 233.96 feet to the place of beginning;

CONTAINING 1.997 acres, more or less.

Mailed to *K. B. West, Librarian*

LIBR 3252 PAGE 112

THIRD SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 16th day of October, 1977, by ANNAPOLIS TOWNHOUSE DEVELOPERS, INC., a Maryland Corporation (Developer).

WITNESSETH:

WHEREAS, Developer by Assignment dated May 17, 1979 and recorded in Liber W.G.L. No. 3205, folio 768 has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; *and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property, consisting of twenty six (26) town-house lots and the improvements thereon and the common areas contiguous to such lots (together, "the Additional Land"), all located in The Landings, Annapolis, Anne Arundel County, Maryland, and more particularly described on Exhibit A (notes and bounds description), annexed hereto and made a part hereof as shown on Plat entitled "Amended Plat of Section Four, Painter's Hill at The Landings" recorded in Plat Book 73, Page 16 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meanings set forth in Article I of the Declaration, unless otherwise noted.



1979 OCT 16 AM 9:31

ANNAPOLIS, MARYLAND

16th

USER 3252 PAGE 113

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed hereto on the date first above written.

ANNAPOLIS TOWNHOUSE DEVELOPERS, INC.

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson, President

(Seal)

County of Anne Arundel
State of Maryland

} ss:



I, Patricia C. Saggerty, a Notary Public in and for the jurisdiction aforesaid, hereby certify that Robert Libson, as President, of ANNAPOLIS TOWNHOUSE DEVELOPERS, INC. personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that ANNAPOLIS TOWNHOUSE DEVELOPERS, INC. is a party to the foregoing and annexed instrument and that the facts set forth in said instrument are true and correct; and they acknowledged to me that ANNAPOLIS TOWNHOUSE DEVELOPERS, INC. executed the said instrument as its free act and deed.

Subscribed and sworn to before me this 16th day of October, 1979.

Patricia C. Saggerty
Notary Public

(Notarial Seal)

My Commissions expires: July 1, 1982



THENCE crossing Young's Farm Road, South $58^{\circ} 18' 34''$ East, 34.00 feet to Coordinate Point #49;

THENCE with the easterly side of Young's Farm Road in a southwesterly direction, with a curve to the right for an arc distance of 118.75 feet, said curve having a radius of 386.50 feet and a chord of South $40^{\circ} 29' 34''$ West, 118.28 feet to Coordinate Point #546 on said plat;

THENCE with the outlines of the aforementioned conveyance from Presidential Realty Corporation to Painters Hill Development Corporation (3081/893) with a curve to the right for an arc length distance of 91.40 feet, said curve having a radius of 171.12 feet, and a chord of South $64^{\circ} 35' 47''$ West, 90.32 feet to Coordinate Point #51 on said plat;

THENCE continuing with the outline (of 3081/893) crossing Young's Farm Road, North $10^{\circ} 06' 06''$ West, 34.00 feet, thence North $22^{\circ} 49' 46''$ West, 222.68 feet to Coordinate Point #53 on said plat, thence North $40^{\circ} 30' 00''$ East, 353.42 feet to Coordinate Point #217 on said plat, thence North $24^{\circ} 13' 54''$ East 19.14 feet, thence South $39^{\circ} 40' 44''$ East 183.00 feet to Coordinate Point #9 on said plat, said point being on the westerly side of the aforementioned Young's Farm Road;

THENCE with said westerly side with a curve to the left for an arc distance of 20.76 feet, said curve having a radius of 200.06 feet, and a chord of South $47^{\circ} 20' 57''$ West, 20.76 feet to Coordinate Point #23 on said plat;

THENCE South $45^{\circ} 37' 27''$ East, 3.0 feet to the place of beginning.

CONTAINING 2.101 acres, more or less;

BEING a part of the above mentioned conveyance from Presidential Realty Corporation, to Painters Hill Development Corporation by deed dated May 10, 1978, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3081, folio 893.

LIBER 3156 PAGE 897

DESC. OF SECT. 3-B
PAINTER'S HILL AT THE LANDINGS

PAGE 3

JOB NO. 1260860

AND BEING all of that parcel of ground shown on the aforementioned Record Plat of Section 3-B, Painters Hill at The Landings, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 70, page 3; the above described parcel being subject to, and having the use of, all Municipal Easements, Utility Easements, Storm Drain Easements, and Bikeway Easements, as indicated on the above Record Plat of Section 3-B.

Mailed to:

William J. Hill, Esq.

Chairman of the Board
F. M. LATHAM, JR. L. S.

President
JOHN F. LATHAM, L. S.

Vice President
HERBERT ST. JACQUES, P. E. & L. S.
LEONARD E. WATSON, P. E. & L. S.
F. M. LATHAM, JR., P. E.

Associates
DAVID C. KELLY, P. E. & L. S.
RALPH ROEBER, P. E. & L. S.
THELMA E. BELL, JR., L. S.
SARA A. MOORE, P. E. & L. S.
JAMES W. LEE, L. S.
THOMAS H. VOISARD, P. E.
EDWARD W. ECCARDI, L. S.
MORRIS G. CHAMBERLAIN, L. S.

J. R. McCrone, Jr.
1938-1938

LIBER 3156 PAGE 895

J. R. McCrone, Jr. Inc.

Engineers + Land Planners + Land Surveyors

20 RIDGELY AVENUE

P. O. BOX 1789 ANNAPOLIS, MARYLAND 21404

Annapolis - 267-8521 - Baltimore - 267-0531 - Washington - 251-2605

Branch Offices:

P. O. BOX C
PRINCE FREDERICK, MD. 20678
535 0149
Wash. 855-6798

P. O. BOX 107
LEHARTSBURG, MD. 20650
475-5522

R. D. 4, BOX 450
CHRISTESBORO, MD. 20420
778-3272
Eaton 358-5550
Eaton 922-3322
Baltimore 267-3488

TRUPEE, MD. 21473
475-3206

December 13, 1978

REPLY TO: Annapolis
Job No. 1260860

DESCRIPTION OF SECTION 3-B, PART OF SECTION 3 PAINTERS HILL AT THE LANDINGS CITY OF ANNAPOLIS, MARYLAND

BEGINNING for the same at Coordinate Point #157, on the westerly side of Young's Farm Road, as shown on a plat of Section 3-B, Painters Hill at The Landings, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 70, page 3; said point being in and South 45° 37' 27" East, 3.00 feet from the beginning of the South 45° 37' 27" East, 50 foot line of the conveyance from Presidential Realty Corporation to Painters Hill Development Corporation by deed dated May 10, 1978, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3081, folio 893;

THENCE running from said beginning point so fixed leaving the outlines of the above mentioned conveyance (3081/893), and with the westerly side of Young's Farm Road, as shown on said plat of Section 3-B, and with a curve to the left for an arc distance of 86.66 feet, said curve having a radius of 245.88 feet and a chord of South 34° 16' 43" West, 86.21 feet to a point of tangency at Coordinate Point #536;

THENCE South 24° 10' 53" West, 119.85 feet to Coordinate Point #543, as shown on said plat;

THENCE with a curve to the right for an arc distance of 46.20 feet, said curve having a radius of 352.50 feet and a chord of South 27° 56' 06" West, 46.17 feet to Coordinate Point #172;

DESC. OF SEC. 3A

PAGE 3

LIBER 3145 PAGE 143

CONTAINING 1.031 acres, more or less;

BEING a part of the above mentioned conveyance from Presidential Realty Corporation, to Painters Hill Development Corporation by deed dated May 10, 1978 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3081, folio 893.

AND BEING all of that parcel of ground shown on the aforementioned Record Plat of Section 3A, Painters Hill at The Landings recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 69, page 35; the above described parcel being subject to, and having the use of, all Municipal Easements, Utility Easements, Storm Drain Easements as indicated on the above mentioned Record Plat of Section 3A, Painters Hill at The Landings.

to: W. Thomas Smith

LIBER 3156 DE 593

SECOND SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 14th day of
December, 1978, by PAINTER'S HILL DEVELOPMENT
CORPORATION, a Maryland Corporation (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is Declarant under a certain "Declaration of
Covenants, Conditions, Restrictions and Easements of The Landings,
Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel
County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has reserved the right, in Article X, Section 2
of the Declaration to add certain additional property to the Community; */ and

WHEREAS, The Declarant desires to add certain real property and the
improvements thereon to the Community, and to subject such real property and
improvements to the provisions of the Declaration and all other instruments
designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, the Declarant
declares that:

RECORD FEE 17.00

1. The real property, consisting of twenty six (26) townhouse lots and the
improvements thereon and the common areas contiguous to such lots (together,
"the Additional Land"), all located in The Landings, Annapolis, Anne Arundel
County, Maryland, and more particularly described on Exhibit A (metes and
bounds description), annexed hereto and made a part hereof and shown on
"Section 3-B---Amended Plat of Part of Section 3 Painter's Hill at The Landings"
recorded in Plat Book 70, Page 3 of the Land Records of Anne Arundel County,
Maryland, upon recordation of this Supplemental Declaration, shall be added to
and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be
held, transferred, sold, conveyed and occupied subject to the provisions of the
Declaration, the Articles of Incorporation and Bylaws of the Association, and
all other instruments designed to create or maintain the Community or the
Association.

* All capitalized terms used herein shall have the meanings set forth in
Article I of the Declaration, unless otherwise noted.

1978 DEC 14 PM 2:22



THIRTEENTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

BOOK 3459 PAGE 31

THIS SUPPLEMENTAL DECLARATION is made this 5th day of Dec. 1981, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; and

RECORD FEE 8.00
POSTAGE .50

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

#00392 0040 001 708:39
REC 9 31

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lots #2, 18, 21, & 22 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

1981 DEC -8 AM 8:42

4-28-81

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 8th day of Dec, 1981, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the Shelton Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

My Commission expires July 1, 1982

(Notary Seal)

Mailed to: Landing Blvd Assoc

BOOK 3464 PAGE 482

FOURTEENTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this _____ day of _____ 198____, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article 3, Section 2 of the Declaration to add certain additional property to the Community; and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #19 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

100 DP

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner

By: Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 4th day of Jan 1982, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the Fourteen Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
VIVIAN A. Shelton
Notary Public

My Commission expires July 1, 1982

(Notary Seal)

Landings Development Assoc

BOOK 3478 PAGE 672

SEVENTEENTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of March 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; * / and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #3 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

RECORD FEE 10.00
POSTAGE 50
NOTICE CASE #02 109:33
MAR 22 82

P. D.
Clerk

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

1507 MAR 22 AM 9:32

100
20

BOOK 3478 PAGE 673

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 13th day of March 1987, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara J. Stuber

Notary Public

My Commission expires 7/1/82



Mailed to: Robert Libson

EIGHTEENTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 17th day of June 1981, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

RECORD FEE 3.00
POSTAGE .50

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

#07047 COAD #01 118:31
JUNE 30 82

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot # 28 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed create or maintain the Community or the Association.



1982 JUN 30 PM 4:41
RECORDS & CLERK
ANNAPOLIS, MARYLAND

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

18

3501 34

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 17th day of June 1981, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the 1414 Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Notary Public

My Commission expires July 1, 1982.

(Notary Seal)

LAWRENCE B. GOLDSTEIN
ATTORNEY AT LAW
P.O. BOX 291
ANNAPOLIS, MARYLAND 21404

SL

NINETEENTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 18th day of June 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

RECORD FEE 8.00

WHEREAS, Declarant has the right, in Article X, of the Declaration to add certain additional property to the Community; * / and

POSTAGE on 2 .50

HOES500 CO40 R01 108:55

JUNE 18 82

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #13 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation, and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.



1987 JUN 18 AM 8:56
W. J. ...

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

BOOK 3497 PAGE 366

IN WITNESS WHEREOF, Developer has caused this Instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 18th day of June 1982, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the 19th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Notary Public

My Commission expires July 1 1982



Mailed to: Landings Devel. Assoc.

TWENTIETH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

3503 627

THIS SUPPLEMENTAL DECLARATION is made this 13th day of July 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; * / and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #5 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.



1982 JUL 13 AM 11:19

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

3503: 628

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 13th day of July 1982, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the 20th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission expires July 1, 1986

Witness: Robert Libson

TWENTY-FIRST SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 5th day of August 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; * / and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

RECORD FEE 12.00
POSTAGE .50

437477 0040 R01 T14:50
AUG 5 82

1. The real property consisting of Lot #30 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

1502 AUG -5 PM 2:52

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

12.00 50

3508 PAGE 804

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 5th day of August 1982, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the 21st Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires July 1, 1986.

(Notary Seal)



Witnessed by Landry Powell Cook

NOV 3 1982 PAGE 579

TWENTY-SECOND SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 17th day of September 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

RECORD FEE 14.00
POSTAGE .50
#02405 C345 R01 T10:31

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

SEPT 17 82

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #14 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.



RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS, MD
1982 SEP 17 AM 10:34

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 17th day of Sept. 1982, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the 22nd Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires July 1, 1986

(Notary Seal)

Landings Development Associates

TWENTY-THIRD SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 1st day of October 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot # 23 and the improvements thereon ("The Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.



RECORD FEE 11.00
POSTAGE .50
005203 0237 002 109:27
OCT 1 82

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

Mailed to: Landings Development Assoc.

11-50

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J. Grant
Marilyn J. Grant

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 1st day of Oct. 1982, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the 23rd Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires July 1, 1984



3395-216

TWENTY-FOURTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 29th day of October 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #25 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

1982 OCT 29 PM 4:12

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

312

3395-277

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES .

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J. Grant
Marilyn J. Grant

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 29th day of Oct. 1982, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the 24th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission expires
July 1, 1986

Marilyn J. Grant

TWENTY-FIFTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

3522 of 843

THIS SUPPLEMENTAL DECLARATION is made this 4th day of November, 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all of the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of townhouse Lots #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 23, 24, 25, 26, 27 and 28 and the improvements thereon and the common areas contiguous to such lots (together, "the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Amended Plat of Section 8 of The Landings P.U.D." recorded in Plat Book 88 Page 35 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold, conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meanings set forth in Article 1 of the Declaration, unless otherwise noted.

1600 50

RECORDED IN 1982

RECORD FEE 15.00

1982 NOV 18 10 53

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES
BY: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J. Grant
Marilyn J. Grant

BY: Robert Libson
Robert Libson

3500
S14

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 9th day of November 1982, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Marilyn J. Grant and made oath in due form of law that the matters and facts set forth in the Twenty-Fifth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

(Notary Seal)

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission Expires 2001

Mailed to Landings Associates

3357-876

TWENTY-SIXTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 8th day of December 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #27A and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

RECORD FEE 16.00
POSTAGE .50
H05895 C345 R078
FEB 10

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

16.00 50

3557-877

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J. Grant
Marilyn J. Grant

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 8th day of Dec. 1982, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundell County, personally appeared Robert Libson and Marilyn J. Grant and made oath in due form of the law that the matters and facts set forth in the 26th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires July 1986

(Notary Seal)

Landings Development

TWENTY-SEVENTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 8th day of March 1983, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; * / and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #11 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

RECEIVED
1983 MAR -8 AM 9:03

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

100
82

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J. Grant
Marilyn J. Grant

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 8th day of March 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundell County, personally appeared Robert Libson and Marilyn J. Grant and made oath in due form of the law that the matters and facts set forth in the 27th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires July, 1986

(Notary Seal)

Mailed to: Landings Develop Assoc.

TWENTY-EIGHTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 13th day of April 1983, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; * / and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #42 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

RECORD FEE 12.00
POSTAGE .50
#10094 C345 R01 T14:26
APR 13 83

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY



1983 APR 13 PM 2:23

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

1200 50

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J. Grant
Marilyn J. Grant

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 13th day of April 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundell County, personally appeared Robert Libson and Marilyn J. Grant and made oath in due form of the law that the matters and facts set forth in the 28th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Melssner
Margaret E. Melssner
Notary Public

My Commission expires July 1, 1986

(Notary Seal)

Robert Libson

3579 373

TWENTY-NINTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 28th day
of April, 1983, by LANDINGS DEVELOPMENT ASSOCIATES,
a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all of the rights of Declarant under
a certain "Declaration of Covenants, Conditions, Restrictions and
Easements of The Landings, Annapolis, Maryland" (the "Declaration"),
the Land Records of Anne Arundel County, Maryland in Liber 2979,
Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of
the Declaration to add certain additional property to the Community; and

WHEREAS, Developer desires to add certain real property and
the improvements thereon to the Community, and to subject such real
property and improvements to the provisions of the Declaration and all
other instruments designed to create or maintain the Community or the
Association;

NOW, THEREFORE, in consideration of the premises, Developer
declares that:

1. The real property consisting of townhouse Lots #11, 12,
13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 and the improvements thereon
and the common areas contiguous to such lots (together, "the Additional
Land") all located in The Landings, Annapolis, Anne Arundel County,
Maryland, as shown on Plat entitled "Further Amended Plat of Section 8
of The Landings P.U.D." recorded in Plat Book 90 Page 2 of the Land
Records of Anne Arundel County, Maryland, upon recordation of this
Supplemental Declaration, shall be added to and become a part of the
Community.

2. From and after the recordation hereof, the Additional Land
shall be held, transferred, sold, conveyed and occupied subject to
provisions of the Declaration, the Articles of Incorporation and Bylaws
of the Association, and all other instruments designed to create or
maintain the Community or the Association.

RECORD FEE 14.00
POSTAGE .50
#21851 1237 R02 T10:04
APR 29 83

*All capitalized terms used herein shall have the meanings set forth
in Article 1 of the Declaration, unless otherwise noted.

SEAL OF THE COUNTY

1983 APR 28 AM 10:05

E. AUBREY COLLISON
CLERK



1450

USLR 3579 REC 374

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES
By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J Grant

BY: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 28th day of April 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and MARILYN J GRANT and made oath in due form of law that the matters and facts set forth in the Twenty-Ninth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.



Barbara J. Zarchin
Notary Public

My Commission expires 7/1/86

Mailed to: Robert Libson

3582 PAGE 864

THIRTIETH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 9th day of May 1983, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; #/ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot # 29 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

RECEIVED FOR RECORD
ANNAPOLIS, MARYLAND

1983 MAY -9 AM 9:59

RECORD FEE 12.00
POSTAGE .50
RECORD CHARGE 110.00
MAY 1983

E. AUBREY COLLISON

CLERK

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

10/2

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J. Grant
Marilyn J. Grant

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 9th day of May 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundell County, personally appeared Robert Libson and Marilyn J. Grant and made oath in due form of the law that the matters and facts set forth in the 30th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.



(Notary Seal)

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires July 1, 1985

Witnessed by: Robert Libson

FIFTEENTH SUPPLEMENTAL DECLARATION **BOOK 3471 PAGE 486**
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this *9th* day of *Feb.* 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot # 4 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

1982 FEB -9 PM 1:30



10.00 .50

RECORD FEE 10.00
POSTAGE .50
#05052 0455 012 113:30
FEB 9 82

BOOK 3471 PAGE 487

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 9th day of Feb, 1982, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the fifteenth Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

My Commission expires July 1, 1982



Mailed to LANDINGS DEVELOPMENT ASSOCIATES

3473 57

SIXTEENTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 17th day of
Feb 1982, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership
(Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under
a certain "Declaration of Covenants, Conditions, Restrictions and
Easements of The Landings, Annapolis, Maryland" (the "Declaration"),
the Land Records of Anne Arundel County, Maryland in Liber 2979,
Page 170-222; and

WHEREAS, Declarant has the right, in Article X; Section 2
of the Declaration to add certain additional property to the Community;
*/ and

WHEREAS, Developer desires to add certain real property
and the improvements thereon to the Community, and to subject such
real property and improvements to the provisions of the Declaration
and all other instruments designed to create or maintain the Community
or the Association;

NOW, THEREFORE, in consideration of the premises
declares that:

RECORD FEE 10.00
POSTAGE .50
40.00 COST PAID
FEB 19 82

1. The real property consisting of Lot # 12 and the improvements
thereon ("the Additional Land") all located in The Landings, Annapolis,
Anne Arundel County, Maryland, as shown on Plat entitled "Section 6,
The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of
the Land Records of Anne Arundel County, Maryland, upon recordation
of this Supplemental Declaration, shall be added to and become part
of the Community.

2. From and after the recordation hereof, the Additional
Land shall be held, transferred, sold conveyed and occupied subject
to provisions of the Declaration, the Articles of Incorporation and
Bylaws of the Association, and all other instruments designed to
create or maintain the Community or the Association.



*All capitalized terms used herein shall have the meaning set forth
in Article I of the Declaration, unless otherwise noted.

10.00

3473 58

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Margaret E. Meissner
Margaret E. Meissner

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:
)

I hereby certify that on the 19th day of Feb, 1982, before me, the subscriber, a notary of the State of Maryland, in and for Calvert County, personally appeared Robert Libson and Margaret Meissner and made oath in due form of the law that the matters and facts set forth in the ~~last~~ Supplemental Declaration are true to the best of their knowledge.



(Notary Seal)

As witness, my hand and notarial seal.

Vivian A. Shelton
Vivian A. Shelton
Notary Public

My Commission expires July 1, 1982

Landings Development Assoc

12.5593 Plat 295

THIRTY-FIRST SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 6th day of June
1983, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership
(Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under
a certain "Declaration of Covenants, Conditions, Restrictions and
Easements of The Landings, Annapolis, Maryland" (the "Declaration"),
the Land Records of Anne Arundel County, Maryland in Liber 2979,
Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2
of the Declaration to add certain additional property to the Community;
*/ and

WHEREAS, Developer desires to add certain real property
and the improvements thereon to the Community, and to subject such
real property and improvements to the provisions of the Declaration
and all other instruments designed to create or maintain the Community
or the Association;

NOW, THEREFORE, in consideration of the premises, Developer
declares that:

1. The real property consisting of Lot #20 and the improvements
thereon ("the Additional Land") all located in The Landings, Annapolis,
Anne Arundel County, Maryland, as shown on Plat entitled "Section 6,
The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of
the Land Records of Anne Arundel County, Maryland, upon recordation
of this Supplemental Declaration, shall be added to and become part
of the Community.

2. From and after the recordation hereof, the Additional
Land shall be held, transferred, sold conveyed and occupied subject
to provisions of the Declaration, the Articles of Incorporation and
Bylaws of the Association, and all other instruments designed to
create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth
in Article I of the Declaration unless otherwise noted.



L. COLLISON / 1983
CLERK

RECORDED
1983 JUN 16 AM 11:34

MD 3553 296

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J. Grant

By: Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 6th day of June 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Marilyn J. Grant and made oath in due form of the Law that the matters and facts set forth in the 31st Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires July 1, 1986

(Notary Seal)

Robert Libson

32

3597 (89)

THIRTY-FIRST SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 15 day of June 1983, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; * / and

RECORD FEE 12.00
POSTAGE .50

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

#15530 CO40 R01 T15:13
JUN 15 83

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #46 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.



1983 JUN 15 PM 3:15
JUN 15 1983

*All capitalized terms used herein shall have the meaning set forth in Article I of the Declaration, unless otherwise noted.

123

BOOK 3597 PAGE 89

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Marilyn J. Grant
Marilyn J. Grant

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland) ss:

I hereby certify that on the 15 day of June 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundell County, personally appeared Robert Libson and Marilyn J. Grant and made oath in due form of the law that the matters and facts set forth in the 31st Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires

(Notary Seal)

Robert Libson

THIRTY-THIRD SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 31st day of August, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

RECORDED
15.00
2008
AUG 31 2008

1. The real property consisting of Lot # 32 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86, Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1600 SC

1508 AUG 31 AM 10:47

RECORDED

BOOK 3629 PAGE 754

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES
By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara B. Smith
Barbara B. Smith

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland)
) ss:

I hereby certify that on the 31st day of August 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara B. Smith and made oath in due form of the law that the matters and facts set forth in the 96th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires July 1, 1986

(Notary Seal)

~~Witnessed by~~ The Landings Development Assoc.

THIRTY-FOURTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 1st day of September, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */ and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot # 35 and the improvements thereon ("the Additional Land") all located in the Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86, Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1250

RECORD FEE 12.00
POSTAGE 50
REC'D SEP 03 45 PM 1983
SEP 1 83

NOTARIAL PUBLIC
SEP 1 1983
AM 8:35

BOOK 3630 PAGE 369

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES
By: LANDINGS DEVELOPMENT CORPORATION
Venture Agent

ATTEST:

Barbara B. Smith
Barbara B. Smith

By: Robert Libson
Robert Libson

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 1st day of September 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara B. Smith and made oath in due form of the law that the matters and facts set forth in the 34th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission expires July 1, 1986

(Notary Seal)

Anthony Meissner

THIRTY-FIFTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 9th day of September, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

RECORD FEE 12.00
POSTAGE .50
#23595 0345 001 107106
SEPT 9 83

1. The real property consisting of Lot #41 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86, Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1983 SEP -3 AM 9:05
E. M. ...

1750



IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 9th day of September, 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 35th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission Expires July 1, 1986



Mailed to: Landings Development Corp

THIRTY-SIXTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of October, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot #44 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86, Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECORDED
INDEXED

1983 OCT -3 AM 9:01

E. ALBERT COLLISON
REGISTRAR

12.5

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:)

I hereby certify that on the 3rd day of October, 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 36th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Mcissner
Margaret E. Mcissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Robert Libson

3634 687

THIRTY-SEVENTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 23rd day of
November by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland
Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under
a certain "Declaration of Covenants, Conditions, Restrictions and
Easements of The Landings, Annapolis, Maryland" (the "Declaration"),
the Land Records of Anne Arundel County, Maryland in Liber 2979,
Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2
of the Declaration to add certain additional property to the
Community; and

WHEREAS, Developer desires to add certain real property
and the improvements thereon to the Community, and to subject such
real property and improvements to the provisions of the Declaration
and all other instruments designed to create or maintain the
Community or the Association;

NOW, THEREFORE, in consideration of the premises,
Developer declares that:

1. The real property consisting of Lots 33 and 34 and the
improvements thereon ("the Additional Land") all located in the
Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat
entitled "Section 7, the Landings PUD Stonecreek" recorded in Plat
Book 86, Page 7 of the Land Records of Anne Arundel County, Maryland,
and Lot 1 and the improvements thereon ("the Additional Land") all
located in The Landings, Annapolis, Anne Arundel County, Maryland,
as shown on Plat entitled "Section 6, The Landings PUD Stonecreek"
recorded in Plat Book 77, Page 29 of the Land Records of Anne Arundel
County, Maryland upon recordation of this Supplemental Declaration,
shall be added to and become part of the Community.

2. From and after the recordation hereof, the Additional
Land shall be held, transferred, sold conveyed and occupied subject
to provisions of the Declaration, the Articles of Incorporation and
Bylaws of the Association, and all other instruments designed to
create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth
in Article 1 of the Declaration, unless otherwise noted.

RECORDED
11/23/87

RECORDED
11/23/87

1750

2664-698

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES
BY: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Richard Arnold
Richard Arnold

BY: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 23rd day of November, 1983 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Richard Arnold and made oath in due form of the law that the matters and facts set forth in the 37th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

My Commission Expires July 1, 1986

(Notary Seal)

Mailed to: Landings Development

.3626-219

THIRTY-EIGHTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 30th day of November by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; and

WHEREAS, Developer desires to add certain real property and the Improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 36 and the Improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86, Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

NOV 30 2010 AM 9:45

1850

3666-220

IN WITNESS WHEREOF, Developer has caused this Instrument to be executed on the date first above written.

BY: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara B. Smith
Barbara B. Smith

BY: *Robert Libson*
Robert Libson
Landings Development Corp.

County of Anne Arundel |
State of Maryland |

ss:

I hereby certify that on the 30th day of November, 1983 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 38th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Melssner
Margaret E. Melssner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Landings Development

2007 001

X-

THIRTY-NINTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 2nd day of December by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; / and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of townhouse Lots #29, #30, #31, #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #44, #45, #46 and the improvements thereon and the common areas contiguous to such lots (together, "the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Further Amended Plat of Section 9 of The Landings P.U.D." recorded in Plat Book 91 Page 23 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

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1200
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9997 071

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel 1
State of Maryland 1

ss:

I hereby certify that on the 2nd day of December 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 39th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

LIB 3673 431

X7

FORTIETH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 16th day of December by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 31 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86, Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

12/16/93

RECORDED
16 DEC 16 AM 9:16

DATE: 12/16/83

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 16th day of December, 1983, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 40th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Mailed to:

Landings Development

X-

FORTY-FIRST SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 16th day of February, by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

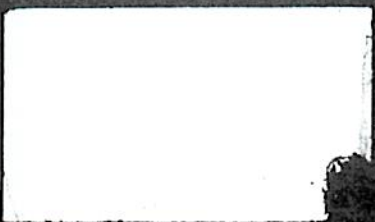
1. The real property consisting of Lot 38 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86, Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECORDED
1968 FEB 16 AM 9:11
E. COLLISON

125 2



IN WITNESS WHEREOF, Developer has caused this Instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 16th day of February, 1984, before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 41st Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Made in Landings Associates

3709-263

X-

FORTY-SECOND SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of March,
1984 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland
Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 43 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86, Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1450

1984 MAR 22 PM 5:08



SCB

3709 264

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 22nd day of March, 1984 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 42nd Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Witnessed by LANDINGS DEVELOPMENT

3723 1/4 30

FORTY-THIRD SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 25th day of April, 1984 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 37 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86, Page 7 of the Land Records of Anne Arundel Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECORD FEE 12.00
POSTAGE .50

MSA 6345 R01 110:02
APR 25 84



1984 APR 25 AM 10:03

RECORDED

12.00
50

3723 PAGE 01

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 25th day of April, 1984 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 43rd Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission Expires July 1, 1986



Mailed to Landings Development Assoc

BOOK 3787 PAGE 309

X-

FORTY-FOURTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 13th day of September by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 56 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

RECORDED
1984 SEP 13 27
1984 SEP 13 27

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

Handwritten initials

RECORDED

1984 SEP 13 PM 2:27

E. ANNEBY COLLISON
CLERK

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Ginger Webber
Ginger Webber

By: Margaret E. Meissner
Margaret E. Meissner
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 13th day of September, 1984 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 44th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Landings Development Corp

LIBER 3787 PAGE 641

FORTY-FIFTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 14th day of September by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 49 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1400
/50

1984 SEP 14 AM 9:25

E. ADENEY COLLISON
CLERK

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara P. Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 14th day of September, 1984 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 45th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Mailed to: Landings, LLC

FORTY-SIXTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 10th day of October by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 59 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

14.00
50
RECORDED
1984 OCT 10 AM 11:15
E. AUBREY COLLISON
CLERK

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 10th day of October, 1984 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 46th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Mailed to: LANDINGS DEVELOPMENT

LIBER 3810 PAGE 603
FORTY-SEVENTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 7th day of November, 1984 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

RECORD FEE 14.00
POSTAGE 1.00
NOV 7 8 1984

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 60 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECORDED
ANNAPOLIS, MARYLAND
1984 NOV -7 AM 8:48
E. ANDREW COLLISON
CLERK

1400
50

BOOK 3810 PAGE 604

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

By: LANDINGS DEVELOPMENT ASSOCIATES
LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 7th day of November, 1984 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 47th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

My Commission Expires July 1, 1986

(Notary Seal)

Mailed to: Landings Development

X-

FORTY-EIGHTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 7th day of November, 1934 by LANDINGS DEVELOPMENT ASSOCIATION, a Maryland Corporation (Developer).

WITNESSETH:

ANNAPOLIS, Developer, has all the rights of possession under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland, in Liber 2374, Page 170-224; and

ANNAPOLIS, Developer, has the right, in Article 2, Section 2 of the Declaration to add certain additional property to the Community; and

ANNAPOLIS, Developer, wishes to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community of the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lots Nos. 147, 148, 149, 150, 151, 152, 153, 154 and the improvements thereon ("the Additional Land") are located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on the enclosed "Section 12, The Landings PUD Schematic" recorded in Plat Book 35 Page 23 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the Community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community of the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

NOV 11 1934
E. COLLISON
RECORDED

1200
56

IN WITNESS WHEREOF, DEVELOPER HAS CAUSED THIS INSTRUMENT
TO BE PRODUCED ON THE DATE ABOVE SIGNED.

LANDERS DEVELOPMENT ASSOCIATES

BY: LANDERS DEVELOPMENT CORPORATION,
Mortgage Agent

BY: Robert Hill
Robert Hill
Landings Development Corp.

County of King William)
State of Virginia)

I hereby certify that on the 7th day of November,
1984 before me, the undersigned, a Notary of the State of Virginia,
in and for King William County, personally appeared Robert
Hill and Barbara Hill and that each in the face of me and
that the contents and facts set forth in the above referenced
instrument are true to the best of their knowledge.

In witness, my hand and official seal.

Margaret E. Reissner
Margaret E. Reissner
Notary Public

My Commission Expires July 1, 1985

(Notary Seal)

Mailed to Landers Development

FORTY-NINTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 20th day of November, 1984 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; 2/

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 45 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86 Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECORDED
1984 NOV 20 AM 9:40
E. ANDREW BOLLISON
CLERK

14 10
50

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST;

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

) ss:

I hereby certify that on the 20th day of November, 1984 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 49th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Witness for: Landings Development

X-

FIFTIETH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 29th day of December, 1984 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community;*/

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Townhouse Lots #69, #70, #71, #72, #73, #74, #75, #76, #77, #78, #79, #80, and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 12, The Landings PUD Stonecreek" recorded in Plat Book Page of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECEIVED FOR RECORD
CHIEF CLERK, ANNE ARUNDEL COUNTY
1985 JUN -2 PM 1:33
E. AUBREY COLLISON
CLERK

125

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

) ss:

I hereby certify that on the 28 th day of December, 1984 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 50th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Landings Dev. Inc.

BOOK 3869 PAGE 432
FIFTY-FIRST SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of April, 1985 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 57 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECEIVED FOR RECORD
CLERK COURT, ANNAPOLIS, MARYLAND

1985 APR -3 AM 8:31

E. AUBREY COLLISON
CLERK

1450

BOOK 3869 PAGE 433

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST;

Barbara Smith
Barbara Smith

By:

Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

) SS:

I hereby certify that on the 3rd day of April, 1985 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 51st Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Heissner
Margaret E. Heissner
Notary Public

My Commission Expires July 1, 1986



Mailed to: Landings Dev. Assoc.

FIFTY-SECOND SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 30th day of April, 1985 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 55 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECORDED & INDEXED
ANNAPOLIS, MARYLAND

1985 APR 30 AM 8:37

E. AUBREY COLLISON
CLERK

1430

BOOK 3880 PAGE 284

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Barbara Smith
Barbara Smith

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

) ss:

I hereby certify that on the 30th day of April, 1985 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Barbara Smith and made oath in due form of the law that the matters and facts set forth in the 52nd Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Margaret E. Meissner
Margaret E. Meissner
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Mailed to: Landings Devl. Assoc.

FIFTY-THIRD SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 7th day of May, 1985 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 52 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECORDED
ANNAPOLIS, MARYLAND

1985 MAY -7 AM 9:51

EMERSON COLLISON
CLERK

RECORD FEE 12.00
POSTAGE 50
489132 (237) 202 109:50
MAY 1985

1250

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST;

Mona Roach
Mona Roach

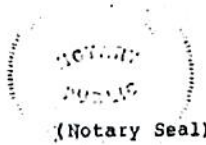
By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 7th day of May, 1985 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 53rd Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.



Barbara B. Smith
Barbara B. Smith
Notary Public

My Commission Expires July 1, 1986

Sylmar Corp

FIFTY-FOURTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 7th day of June, 1985 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Townhouse Lots #55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 12, The Landings PUD Copperwood" recorded in Plat Book 98 Page 1 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1985 JUN -7 AM 9:56
RECORDED
COLLISON

CL
CLERK

RECORD FEE 12.00
POSTAGE .30
#14225 0040 R01 108+30
JUN 7 85

1200
50

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST;
Mona Roach
Mona Roach

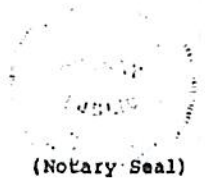
By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

) ss:

I hereby certify that on the 7 th day of June, 1985 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 54th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.



Barbara B. Smith
Barbara B. Smith
Notary Public

My Commission Expires July 1, 1986

Mailed to: Landings Development

FIFTY-FIFTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 2nd day of August, 1985 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the ~~price~~ ^{RECORD FEE}, Developer declares that:

12.00
.50

1. The real property consisting of Lot 39 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 7, The Landings PUD Stonecreek" recorded in Plat Book 86 Page 7 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

#02010 C345 R01 108:38
AUG 2 85

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.



RECEIVED ANNE ARUNDEL COUNTY CLERK
1985 AUG -2 AM 8:46
E. AUBREY COLLISON
CLERK

12.00
.50

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Mona Roach
Mona Roach

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)
)

ss:

I hereby certify that on the 2nd day of August, 1985 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 55th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Mailed to: Landings Dev Assoc.

FIFTY-SIXTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 15th day of August, 1985 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

RECORDED
1985

15-85

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

ASSOCIATES DEVELOPMENT ASSOCIATES
15-85

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 54 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

16-20
P

BOOK 3933 PAGE 411

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Mona Roach
Mona Roach

By:

Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

) ss:

I hereby certify that on the 15th day of August, 1985 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 56th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith

Barbara B. Smith
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Mailed to: Landings Dev. Assoc.

FIFTY-SEVENTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 30th day of August, 1985 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 50 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.



BOOK 3940 PAGE 641

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST;

Mona Roach
Mona Roach

By:

Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 30th day of August, 1985 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 57th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

My Commission Expires July 1, 1986

(Notary Seal)

Mailed to: Landings Dev. Assoc.

FIFTY-EIGHTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 6th day of January, 1986 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 51 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1986 JAN -6 AM 8:37



12/30/85

12:00
21035 0345 001 75537
JAN 6 1986

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Mona Roach
Mona Roach

By: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

) ss:

I hereby certify that on the 6th day of January, 1986 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 58th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Mail to Landings Dev. Assoc.

FIFTY-NINTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 17th day of March, 1986 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

RECORD FEE 12.00
POSTAGE .50

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

#2979 0777 501 109:12

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

MAR 17 86

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 61 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1288

STATE OF MARYLAND
ANNAPOLIS COUNTY

1986 MAR 17 AM 9:10

E. ADRIAN COLLISON
CLERK



BOOK 4038 PAGE 507

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

by: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Mona Roach
Mona Roach

by: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 17th day of March, 1986 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 59th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.



Barbara B. Smith
Barbara B. Smith
Notary Public

My Commission Expires July 1, 1986

Mail to Landings Dev Assoc.

BOOK 4041 PAGE 518

SIXTIETH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 21st day of March, 1986 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

REGISTRATION FEE 12.00
STATE TAX 2.00
NOTARY FEE 10.00
TOTAL 24.00
MAR 21 1986

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 47 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

CR 100 of 2100

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1200
250

1986 MAR 21 AM 8:40
E. ADER, J. COLLISON
CLERK

NO. 4041 PAGE 519

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

by: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Mona Roach by: Robert Libson
Mona Roach) Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)
) ss:

I hereby certify that on the 21st day of March, 1986 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 60th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

My Commission Expires July 1, 1986

(Notary Seal)

Mail to Landings Dev Associates

SIXTY-FIRST SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 28th day of April, 1986 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 53 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECORDED 03 APR 30 1986 9:34

BOOK 466 PAGE 605

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

By: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Mona Roach
Mona Roach

by:

Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

ss:

I hereby certify that on the 28th day of April, 1986 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 61st Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

mail to Landings Dev Assoc

SIXTY-SECOND SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 30th day of April, 1986 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; and

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 7 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77 Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

12-29-86
RECORDED IN 30 APR 9:05

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

by: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:
Mona Roach
Mona Roach

by: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel)
State of Maryland)

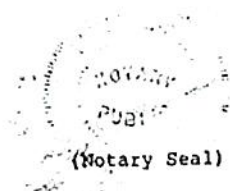
ss:

I hereby certify that on the 30th day of April, 1986 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 62nd Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

My Commission Expires July 1, 1986



(Notary Seal)

Mailed to Landings Development

4082 122

SIXTY-THIRD SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 6th day of June, 1986 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 58 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1986 JUN -6 AM 9:02
D. ROBERT COLLISON
CLERK



52

NOT 4082 PAGE 123

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

by: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Mona Roach
Mona Roach

by:

Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel }
State of Maryland }

ss:

I hereby certify that on the 6th day of June, 1986 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 63rd Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith

Barbara B. Smith
Notary Public

(Notary Seal)

My Commission Expires July 1, 1986

Mail to Landings Development

4106 PAGE 680

SIXTY-FOURTH SUPPLEMENTAL DECLARATION

THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 15th day of July, 1986 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 16 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 6, The Landings PUD Stonecreek" recorded in Plat Book 77 Page 29 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

RECORDED
IN THE LAND RECORDS
OF ANNE ARUNDEL COUNTY

1986 JUL 15 AM 9:10

E. AUBREY COLLISON
CLERK

J. F.
CLERK

RECORD FEE 12.00
POSTAGE 50
\$345.00
JUL 15 86



BOOK 4100 PAGE 661

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

by: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Mona Roach
Mona Roach

by: Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel }
State of Maryland }
}

ss:

I hereby certify that on the 15th day of July, 1986 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 64th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

(Notary Seal)

My Commission Expires July 1, 1990

Mail to Landings Devl

4110 PAGE 185

SIXTY-FIFTH SUPPLEMENTAL DECLARATION
THE LANDINGS, ANNAPOLIS, MARYLAND

THIS SUPPLEMENTAL DECLARATION is made this 18th day of July, 1986 by LANDINGS DEVELOPMENT ASSOCIATES, a Maryland Partnership (Developer).

WITNESSETH:

WHEREAS, Developer has all the rights of Declarant under a certain "Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland" (the "Declaration"), the Land Records of Anne Arundel County, Maryland in Liber 2979, Page 170-222; and

WHEREAS, Declarant has the right, in Article X, Section 2 of the Declaration to add certain additional property to the Community; */

WHEREAS, Developer desires to add certain real property and the improvements thereon to the Community, and to subject such real property and improvements to the provisions of the Declaration and all other instruments designed to create or maintain the Community or the Association;

NOW, THEREFORE, in consideration of the premises, Developer declares that:

1. The real property consisting of Lot 48 and the improvements thereon ("the Additional Land") all located in The Landings, Annapolis, Anne Arundel County, Maryland, as shown on Plat entitled "Section 11, The Landings PUD Stonecreek" recorded in Plat Book 90 Page 38 of the Land Records of Anne Arundel County, Maryland, upon recordation of this Supplemental Declaration, shall be added to and become a part of the community.

2. From and after the recordation hereof, the Additional Land shall be held, transferred, sold conveyed and occupied subject to provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, and all other instruments designed to create or maintain the Community or the Association.

*All capitalized terms used herein shall have the meaning set forth in Article 1 of the Declaration, unless otherwise noted.

1986 JUL 18 AM 9:09

E. ANDREW COLLISON
CLERK

RECORD FEE 12.00
STAMP FEE .30
ANNE ARUNDEL COUNTY 109106
JUL 18 86

BOOK 4100 PAGE 661

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first above written.

LANDINGS DEVELOPMENT ASSOCIATES

by: LANDINGS DEVELOPMENT CORPORATION,
Venture Agent

ATTEST:

Mona Roach
Mona Roach

by:

Robert Libson
Robert Libson
Landings Development Corp.

County of Anne Arundel }
State of Maryland }
}

ss:

I hereby certify that on the 15th day of July, 1986 before me, the subscriber, a notary of the State of Maryland, in and for Anne Arundel County, personally appeared Robert Libson and Mona Roach and made oath in due form of the law that the matters and facts set forth in the 64th Supplemental Declaration are true to the best of their knowledge.

As witness, my hand and notarial seal.

Barbara B. Smith
Barbara B. Smith
Notary Public

(Notary Seal)

My Commission Expires July 1, 1990

Mail to Landings Dev.