

**DEED, AGREEMENT AND DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS**

THIS DEED, AGREEMENT AND DECLARATION, made this 13th day of December, 1966, by and between THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a Maryland non-profit membership corporation (hereinafter referred to as "CPRA"), Grantor, and C. AILEEN AMES, unmarried, a resident of Baltimore City Maryland (hereinafter referred to as the "Declarant"), Grantee.

WHEREAS, THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD"), has heretofore acquired the fee interest or leasehold interest in those certain tracts or parcels of land containing, in the aggregate, 13,690.118 acres of land, more or less, situated, lying and being in the Second, Fifth and Sixth Election Districts of Howard County, Maryland, and more particularly described in Exhibit A annexed hereto and made a part hereof;

WHEREAS, HRD intends to develop a new town (to be known as "Columbia") on the land included in the "Property", as hereinafter defined, affording well-planned residential, commercial, industrial, recreational, institutional and open space uses, buildings, facilities and areas;

WHEREAS, HRD desires to subject the Property (whether owned by it or by others) to the covenants, easements, charges and liens imposed hereby in order (i) to provide funds for use as specified in Article IV hereof, and (ii) to grant rights, easements and privileges relating to the use of certain facilities, subject to the conditions set forth herein;

WHEREAS, HRD has caused CPRA to be formed for the purpose of providing a non-profit civic organization to serve as the representative of the Owners and Residents with respect to: the assessment, collection and application of all charges imposed hereunder; the enforcement of all covenants contained herein and all liens created hereby; and the creation, operation, management and maintenance of the facilities and services referred to hereafter;

WHEREAS, the within instrument is the "Declaration" referred to in the Articles of Incorporation of CPRA; and

WHEREAS, in order to cause said covenants, easements, charges and liens to run with, burden and bind the Property, HRD has, by deed of even date, conveyed the Property to CPRA upon condition that CPRA execute the within instrument, and CPRA, by this instrument, hereby conveys the Property to the Declarant upon condition that Declarant covenant and declare as herein provided and forthwith reconvey the Property to HRD subject to, and burdened and bound by, all covenants, easements, charges and liens imposed hereby.

NOW, THEREFORE, THIS DEED, AGREEMENT AND DECLARATION, WITNESSETH: that for and in consideration of the premises and the sum of Five Dollars (\$5.00), paid by each party to the other, the receipt and sufficiency whereof being hereby mutually acknowledged, the parties hereto do hereby grant, covenant and declare as follows:

CPRA does hereby GRANT, CONVEY and ASSIGN unto the Declarant, the Property, subject, however, to the covenants, easements, charges and liens hereinafter set forth.

TOGETHER with any and all rights and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted Property unto the Declarant, her heirs and assigns, forever, in fee simple with respect to those properties conveyed in fee simple to CPRA by the aforesaid deed from HRD, and for the terms of years unexpired with respect to the leasehold estates assigned and conveyed to CPRA by the aforesaid deed from HRD, subject, however, to the following covenants, easements, charges and liens, which it is hereby covenanted and agreed shall be binding upon (i) CPRA, its successors and assigns, (ii) the Declarant, her heirs, executors, administrators and assigns, and (iii) the Property, to the end that such covenants, easements, charges and liens shall run with, bind and burden the Property, in perpetuity

with respect to the fee simple estates conveyed hereby and for the remainder of the unexpired terms of the leasehold estates assigned and conveyed hereby.

AND the parties hereto further covenant, agree and declare as follows:

ARTICLE I

DEFINITIONS

Section 1.01. The following words, phrases or terms when used herein shall have the following meanings:

A. "Assessable Property" shall mean and refer to the entire Property except such part or parts thereof as may from time to time constitute "Exempt Property", as hereinafter defined.

B. "Declaration" shall mean and refer to this Deed, Agreement and Declaration, as the same may from time to time be supplemented in the manner provided in Article VI hereof.

C. "Board" shall mean and refer to the Board of Directors of CPRA.

D. "CPRA Land" shall mean and refer to such part of the Property as may at any time hereafter be owned by CPRA (or a "Successor Corporation" as defined in Section 7.04 hereof) for so long as CPRA (or such Successor Corporation) may be the owner thereof.

E. "Deed" shall mean and refer to a deed, assignment or other instrument conveying the fee simple or leasehold interest in a "Lot", as hereinafter defined.

F. "Exempt Property" shall mean and refer to the following portions or parts of the Property:

(i) all land and "Permanent Improvements", as hereinafter defined, owned by the United States, the State of Maryland, Howard County, or any instrumentality or agency of any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof;

(ii) all land and Permanent Improvements owned by CPRA (or a "Successor Corporation" as defined in Section 7.04 hereof) for so long as CPRA (or such Successor Corporation) shall be the owner thereof;

(iii) all land and Permanent Improvements exempt from both Howard County and the State of Maryland real property taxes by virtue of applicable law.

G. "Lot" shall mean and refer to a portion of the Assessable Property which is less than the whole thereof and which is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by the State of Maryland and Howard County.

H. "Notes" shall mean and refer to all notes, bonds, debentures or other evidences of indebtedness issued and sold by CPRA.

I. "Note Holder" shall mean and refer to the holder of any Note and all trustees or other representatives of one or more such holders.

J. "Owner" shall mean and refer to the holder of record title to the fee interest in any Lot or the record holder of any leasehold estate assigned hereunder or created on any land presently covered by any leasehold estate assigned hereunder, whether or not such holder actually resides on any part of the Property.

K. "Permanent Improvements" shall mean and refer to all buildings, structures and other matters and things which at the time of the assessment of each "Annual Charge", as hereinafter defined, are taxable by the State of Maryland or Howard County as real property under applicable law.

L. "Property" as used herein shall mean and refer as follows:

(i) at the time of the execution hereof, the term "Property" shall mean all land described in Exhibit A annexed hereto and all presently existing Permanent Improvements built, installed or erected thereon;

(ii) from and after the building, installation or erection of each new Permanent Improvement upon the land described in Exhibit A annexed hereto, the term "Property" shall also include each such new Permanent Improvement;

(iii) from and after each addition to the land subjected to the "Restrictions", as hereinafter defined, pursuant to Article VI hereof, the term "Property" shall also include each such new parcel of land and each Permanent Improvement existing on each such new parcel of land at the time that the same is subjected to the Restrictions; and

(iv) from and after the building, installation or erection of each new Permanent Improvement on each new parcel of land referred to in subparagraph (iii) above the term "Property" shall also include each such new Permanent Improvement.

M. "Resident" shall mean and refer to (i) each tenant actually residing on (or conducting a business on) any part of the Assessable Property, and (ii) members of the immediate family of each Owner and of each such tenant actually living in the same household with such Owner or such tenant. Subject to such rules and regulations as CPRA may hereafter specify, including the imposition of special fees for use if CPRA shall so direct, the term "Resident" shall also include the employees, guests or invitees of any such Owner or tenant if the Board, in its absolute discretion, by resolution so directs.

N. "Restrictions" shall mean and refer collectively to all covenants, easements, charges, and liens created or imposed by this Declaration.

ARTICLE II

ASSESSMENT OF ANNUAL CHARGE

Section 2.01. For the purpose of providing funds for use as specified in Article IV hereof, the Board shall in each year, commencing with the year 1966, assess against the Assessable Property a charge (which shall be uniform with respect to all Assessable Property) equal to a specified number of cents (not in excess of seventy-five cents) for each One Hundred Dollars (\$100) of the then current "Assessed Valuation", as hereinafter defined, of the Assessable Property. In making each such assessment, the Board shall separately assess each Lot based upon its Assessed Valuation, and each such Lot shall be charged with and subject to a lien for the amount of such separate assessment which shall be deemed the "Annual Charge" with respect to such Lot.

Section 2.02. As used herein, the term "Assessed Valuation" shall mean:

(i) the highest valuation placed on land and permanent improvements in each year for Howard County or Maryland State real estate tax purposes, whichever may be higher, as assessed or determined in such manner as may from time to time be provided by applicable law, regardless of any decrease of such valuation during such year by reason of protest, appeal or otherwise;

(ii) if both Howard County and the State of Maryland shall ever cease to impose real estate taxes, then said term shall mean in each year thereafter the highest valuation placed on land and permanent improvements during the last year when either shall have imposed real estate taxes, determined as provided in the immediately preceding subparagraph (i).

Section 2.03. As soon as may be practical in each year, CPRA shall send a written bill to each Owner stating (i) the Assessed Valuation of each Lot owned by such Owner as the same appears on the appropriate public record; (ii) the number of cents per One Hundred Dollars (\$100) of such Assessed Valuation assessed by the Board as the Annual Charge for the year in question, (iii) the amount of the Annual Charge assessed against each such Lot, stated in terms of the total sum due and owing as the Annual Charge, and (iv) that unless the Owner shall pay the Annual Charge within thirty (30) days following the date of receipt of the bill the same shall be deemed delinquent and will bear interest at the rate of six percent (6%) per annum until paid.

Section 2.04. If the Owner of any Lot shall fail to pay the Annual Charge within ninety (90) days following receipt of the bill referred to in Section 2.03 hereof, in addition to the right to sue the Owner for a personal judgment, CPRA shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction) subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such Owner shall include the Annual Charge, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. If in any case the appropriate court refuses jurisdiction of the enforcement of said lien, then CPRA shall have the right to sell the property at public or private sale after giving notice to the Owner (by registered mail or by publication in a newspaper of general circulation in Howard County) at least 30 days prior to such sale.

Section 2.05. The Board shall have the right to adopt procedures for the purpose of making the assessments provided herein and the billing and collection of the Annual Charges, provided that the same are not inconsistent with the provisions hereof.

Section 2.06. Upon written demand by an Owner, CPRA shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate or, if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. CPRA may make a reasonable charge for the issuance of such certificates which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between CPRA and any bona fide purchaser of, or lender on, the Lot in question.

ARTICLE III

IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

Section 3.01. Declarant, for herself, her heirs, executors, administrators and assigns, hereby covenants and agrees (in perpetuity with respect to the fee simple estates conveyed hereby, and for the remainder of the unexpired terms of the leasehold estates assigned and conveyed hereby):

(i) that she will pay to CPRA the Annual Charge assessed by CPRA in each year against the Assessable Property; and

(ii) that the Annual Charge, both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all future Annual Charges assessed in all future years, shall be and remain a first charge against, and a continuing first lien upon, (a) the Assessable Property, and (b) all Exempt Property to the extent that any change of ownership may result in any portion of the same becoming Assessable Property, to the end that said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property (or the Exempt Property to the extent that the same may later become Assessable Property) whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

Section 3.02. In addition to taking subject to the charge and lien imposed by Section 3.01 hereof, each Owner of each Lot by the acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, shall be deemed to have agreed to be personally liable for the payment of each Annual Charge assessed by CPRA against such Lot in each year during any part of which such Owner holds title to such Lot or to a leasehold interest therein.

Section 3.03. As used in this Article III, the term "Annual Charge" shall mean the total of the following:

(i) the Annual Charge as assessed pursuant to Section 2.01 hereof;

- (ii) the interest on delinquent charges imposed by Section 2.03 hereof; and
- (iii) the cost of enforcing the lien as provided in Section 2.04 hereof.

Section 3.04. Nothing contained in these Restrictions shall prevent any Owner from changing, altering or destroying any Permanent Improvement owned by him if the Annual Charge imposed hereunder with respect thereto (i) has been paid for the year in which such change, alteration or destruction takes place or (ii) the Annual Charge with respect to the Permanent Improvement in question has been paid for the year preceding such change, alteration or destruction and a bill for the Annual Charge for the then current year has not been sent by CPRA under Section 2.03 hereof prior to such change, alteration or destruction.

ARTICLE IV

USE OF FUNDS

Section 4.01. CPRA shall apply all funds received by it pursuant to these Restrictions, and all other funds and property received by it from any source, including the proceeds of the loans referred to in Section 4.02 and the surplus funds referred to in Section 4.03, to the following, *pro tanto* and in the order stated:

- (i) the payment of all principal and interest, when due, on all loans borrowed by CPRA, to the extent required under any agreement with Note Holders referred to in Section 4.02 hereof;
- (ii) the costs and expenses of CPRA; and
- (iii) for the benefit of the Property, Owners and Residents by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation and subsidizing of such of the following as the Board, in its discretion, may from time to time establish or provide:

any or all projects, services, facilities, studies, programs, systems and properties relating to: parks, recreational facilities or services; drainage systems; streets, roads, highways, walkways, curling, gutters, sidewalks, trees, flowers and landscaping, fountains, benches, shelters, directional and informational signs, walkways, and bridges, and street, road and highway lighting facilities; facilities for the collection, treatment and disposal of garbage and refuse, mass transit systems, stations and terminals, airfields, airports, air terminals and associated facilities; facilities for the fighting and preventing of fires; public utility systems, including plants, systems, facilities or properties used or useful in connection with the manufacture, production, distribution, delivery and storage of electric power and manufacture of natural gas or any other potential power source, and any integral part thereof, utility lines, poles, surface and underground ducts, relay stations, cables, pipes, pipelines, valves, meters and equipment and appurtenances, and all properties, rights, easements and franchises, relating thereto; communication systems and facilities, including all buildings, systems, facilities and properties used or useful in connection with the operation of communication networks and facilities, stations, towers, relay systems and facilities, cables, underground and surface ducts, lines, poles, receiving, transmitting and relay equipment, and appurtenances and all properties, rights, easements and franchises relating thereto; auditoriums, galleries, halls, amphitheatres, theaters, arenas and and stadiums, educational buildings and facilities, including equipment, supplies and accessories in connection therewith, office buildings, buildings, storage and maintenance yards, garages and other buildings and facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of CPRA; libraries, including equipment, books, supplies and accessories in connection therewith; hospitals and clinics, including equipment, medicines, supplies and accessories in connection therewith; traffic engineering programs and parking facilities; facilities for animal rescue and shelter; lakes, dams, parks, golf courses, tennis courts, zoos, playgrounds, boat basins and marinas, equestrian centers and facilities; skeet ranges, bowling alleys, and other related or unrelated recreational facilities; and any and all other improvements, facilities and services that the Board shall find to be necessary, desirable or beneficial to the interest of the Property, Owners and Residents.

Section 4.02. In order to secure the repayment of any and all sums borrowed by it from time to time, CPRA is hereby granted the right and power :

- (i) to assign and pledge all revenues received, and to be received, by it under any provision of this Declaration, including, but not limited to, the proceeds of the Annual Charges payable hereunder ;
- (ii) to enter into agreements with Note Holders with respect to the collection and disbursements of funds, including, but not limited to agreements wherein CPRA covenants :
 - (a) to assess the Annual Charges on a given day in each year and, subject to the limitation on amount specified in Section 2.01 hereunder, to assess the same at a particular rate or rates ;
 - (b) to establish sinking funds and/or other security deposits ;
 - (c) to apply all funds received by CPRA first to the payment of all principal and interest, when due, on such loans, or to apply the same to such purpose after providing for costs of collection ;
 - (d) to establish such collection, payment and lien enforcement procedures as may be required by the Note Holders ;
 - (e) to provide for the custody and safeguarding of all funds received by CPRA.

The amount, terms, rate or rates of all borrowing and the provisions of all agreements with Note Holders shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 4.03. CPRA shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges, or otherwise, and may carry forward, as surplus any balances remaining ; nor shall CPRA be obligated to apply any such surpluses to the reduction of the amount of the Annual Charge in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of CPRA and the effectuation of its purposes.

Section 4.04. CPRA shall be entitled to contract with any corporation, firm or other entity for the performance of the various duties imposed on CPRA hereunder and the performance by any such entity shall be deemed the performance of CPRA hereunder.

ARTICLE V

RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES

Section 5.01. It is intended that HRD will convey to CPRA, subsequent to the recordation of this Declaration, a certain tract of land within the Property for park and recreational purposes. Said tract, together with such other parts of CPRA Land as the Board, in its absolute discretion, may by resolution from time to time hereafter designate for use by Owners and Residents are hereinafter collectively referred to as "Community Facilities". Upon designation of any part of CPRA Land as a Community Facility, as herein provided, the Board shall cause a declaration to be executed and recorded among the Land Records of Howard County, which declaration shall include a description of the land so designated and shall state that such land has been designated as a Community Facility for purposes of this Section 5.01. No CPRA Land, or any part thereof, shall be a Community Facility subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described declaration filed in accordance with the procedure provided herein.

Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Community Facilities, and such easement shall be appurtenant to and shall pass with every Lot upon transfer. All Residents shall have a non-transferable privilege to use and enjoy all Community Facilities for so long as they are Residents within the previously defined meaning of that term. All such rights, easements, and privileges, however, shall be subject to the right of CPRA to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such

facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents, including the making available of certain Community Facilities to school children, with or without charge. CPRA shall have the right to charge Owners and Residents reasonable admission and other fees in connection with the use of any Community Facility. In establishing such admission and other fees, the Board may, in its absolute discretion, establish reasonable classifications of Owners and of Residents; such admission and other fees must be uniform within each such class but need not be uniform from class to class. CPRA shall have the right to borrow money for the purpose of improving any Community Facility and in aid thereof, to mortgage the same and the rights of any such mortgagee shall be superior to the easements herein granted and assured.

Section 5.02. CPRA shall have the right to suspend the right of any Owner (and the privilege of each Resident claiming through such Owner) for any period during which the Annual Charge assessed under Article II hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions of this Article V.

Section 5.03. Notwithstanding the rights, easements and privileges granted under this Article V, CPRA shall nevertheless have the right and power to convey any property referred to in Section 5.01 hereof free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

ARTICLE VI

DURATION, AMENDMENT, AND SUPPLEMENTS

Section 6.01. All Restrictions set forth or provided for in this Declaration shall be deemed covenants running with the land and/or charges and liens upon the land and any and every conveyance of any part of the Property shall be absolutely subject to said Restrictions whether or not it shall be so expressed in the deed, lease or other conveyance thereof. The said Restrictions shall continue with full force and effect until December 31, 2065. From and after December 31, 2065, the Restrictions as set forth herein shall continue in full force and effect in perpetuity, amended, however, so as to limit the maximum amount of the Annual Charge in each year thereafter to that amount found by the Board to be necessary to produce sufficient revenue to operate, maintain, renew, replace and repair (including such sums as may be necessary to defray the costs and expenses of CPRA in connection with such operation, maintenance, renewal, replacement and repair) such facilities authorized by Section 4.01 as may be in existence on December 31, 2065, subject, nevertheless, to the maximum number of cents per \$100 of Assessed Valuation applicable to the Annual Charges as specified in Section 2.01 hereof.

Section 6.02. The size of the Property may be increased, from time to time, by the filing among the Land Records of Howard County of supplements to this Declaration signed by CPRA and the Owner of the additional property described in such supplement, provided that such additional property is expressly subjected to the Restrictions imposed hereby.

ARTICLE VII

MISCELLANEOUS

Section 7.01. No change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

Section 7.02. The determination by any court that any provision of this Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.

Section 7.03. CPRA shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 7.04. CPRA shall be empowered to assign its rights hereunder to any successor non-profit membership corporation (hereinafter referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of CPRA hereunder and

shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the Successor Corporation had been an original party instead of CPRA and all references herein to the "Board" shall refer to the Board of Directors of such Successor Corporation. Any such assignment shall be accepted by the Successor Corporation under a written agreement pursuant to which the Successor Corporation expressly assumes all duties and obligations of CPRA hereunder. If for any reason CPRA shall cease to exist without having first assigned its rights hereunder to a Successor Corporation, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a non-profit membership corporation and assigning the rights of CPRA hereunder with the same force and effect, and subject to the same conditions, as provided in this Section 7.04 with respect to an assignment and delegation by CPRA to a Successor Corporation.

Section 7.05. All titles or headings of the Articles herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof. All references to singular terms shall include the plural where applicable.

IN WITNESS WHEREOF the parties hereto have set their hands and respective seals as of the day and year first above written.

ATTEST:

THE COLUMBIA PARK AND RECREATION
ASSOCIATION, INC.

/s/ JOHN MARTIN JONES, JR.
Secretary

By /s/ J. W. ROUSE
President

WITNESS:

/s/ VIRGINIA B. PEDDICORD
[SEAL]

/s/ C. AILEEN AMES
C. Aileen Ames [SEAL]

[CPRA SEAL]

LIBER 463, PAGE 166

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 15th day of December, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JAMES W. ROUSE, President, of THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

[SEAL]

/s/ VERA MAE RICHTEMEYER

Notary Public

My commission expires: June 30, 1967

STATE OF MARYLAND, HOWARD COUNTY, SS:

I HEREBY CERTIFY that on this 15th day of December, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared C. AILEEN AMES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged the same to be her act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

[SEAL]

/s/ VIRGINIA B. PEDDICORD

Notary Public

My commission expires: July 1, 1967

EXHIBIT A

The Property granted by the within Deed, Agreement and Declaration, and subjected to and burdened and bound by the within covenants, easements, charges and liens, is comprised of the fee interests and leasehold interests previously granted and conveyed to The Howard Research And Development Corporation by a series of conveyances from the Grantors named hereafter (or, in those instances where a straw party is named hereafter, from said Grantors through said straw parties). The parcels of land to which the aforesaid fee interests and leasehold interests pertain are those described in the following instruments dated and recorded among the Land Records of Howard County as follows:

<i>Original</i>	GRANTOR <i>Straw</i>	<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>	
Marie Allen, Widow	The Cedar Farms Co.	May 13, 1963	WHH 399/651		
	" " " "	May 13, 1963	WHH 399/656		
	" " " "	May 31, 1963	Parcel 2 WHH 400/709	292.502	
Allview Golf Club Jean E. Goldsmith, et al.		July 22, 1964	WHH 421/484	177.172	
Allview Golf Club Jean E. Goldsmith		July 22, 1964	WHH 421/553	100.000	
Area Investments, Inc. (Connell Farm)	Serenity Acres	April 26, 1963	Parcel I WHH 399/195		
	" "	May 31, 1963	Parcel I WHH 400/717	39.923	
	(Grace Turner Farm)	" "	April 26, 1963	Parcel II WHH 399/195	
		" "	May 31, 1963	Parcel II WHH 400/717	157.377
Basile, Inc.		June 26, 1963	WHH 402/355	4.277	
Clarence E. Bassler, et al.	Potomac Estates, Inc.	Feb. 28, 1963	WHH 396/492		
	" " "	May 29, 1963	Parcel I WHH 400/724	68.072	
George L. Bassler, et al.		Mar. 10, 1964	WHH 414/697	139.023	
Wm. C. Bauknight, & Wife	Howard Estates, Inc.	May 31, 1963	WHH 399/74		
			Parcel I WHH 401/124	429.827	
Katherine Brunner, Widow	The Cedar Farms Co.	May 28, 1963	WHH 400/459		
	" " " "	May 31, 1963	Parcel VII WHH 400/709	79.438	
Harry L. Burkheimer, et al.		May 12, 1964	WHH 418/73	84.556	
Emmer M. Cade, Unmar.		Jan. 14, 1964	WHH 412/798	7.051	
Muriel Dulaney Carroll, Widow		May 1, 1964	WHH 417/517	58.620	

LIBER 463, PAGE 168

<i>Original</i>	GRANTOR				<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
	<i>Straw</i>						
Muriel Dulaney Carroll, Widow	C. Ailene Ames, Unmar.				May 1, 1964	WHH 417/520	
	" " " "				May 1, 1964	WHH 417/541	289.065
R. G. Harper Carroll, & Wife	Howard Estates, Inc.				Nov. 3, 1962	WHH 391/695	
	" " "				May 31, 1963	Parcel V WHH 401/124	69.150
R. G. Harper Carroll, III							3.051
David Clarke & Wife					June 13, 1963	WHH 401/402	9.152
John E. Coolahan & Wf.					Sept. 18, 1964	WHH 425/147	8.430
Walter E. Crismer					June 18, 1963	WHH 401/679	205.501
J. Frank Curtis & Wife	Potomac Estates, Inc.				May 28, 1963	WHH 400/474	
	" " "				May 31, 1963	Parcel VIII WHH 400/727	131.936
Irvin P. Dasher, et al.	Potomac Estates, Inc.				May 9, 1963	WHH 399/480	
	" " "				May 31, 1963	Parcel III WHH 400/722	670.374
Chester C. Davis & Wf.					Nov. 27, 1963	WHH 410/671	4.378
Albert E. Dreyfus, et al.					Sept. 9, 1963	WHH 406/319	107.319
Sarah M. DeCheubel, Widow					Jan. 14, 1964	WHH 412/791	9.370
Lewis H. Dennis & Wf.	Potomac Estates, Inc.				May 13, 1963	WHH 399/647	
	" " "				May 31, 1963	Parcel IV WHH 400/727	107.565
Donleigh Devel. Corp.					Dec. 18, 1963	WHH 412/4	3.708
Dundalk Gardens Apt. Corp.					July 10, 1963	WHH 403/35	239.552
Richard B. Edgar Jean E. Goldsmith, et al.					Aug. 21, 1964	WHH 423/364	346.514
Equity Financial Corp.					Nov. 26, 1963	WHH 410/662	69.868
Equity Financial Corp.					Dec. 10, 1964	WHH 429/205	6.450
G.&S. Enterprises, Inc.					Oct. 14, 1963	WHH 409/8	801.198
Oliver Goldsmith & Wf.					July 22, 1964	WHH 421/602	3.000
Dallas M. Grady, et al.					Oct. 8, 1963	WHH 407/724	84.899
Henry Gudelsky, et al.					Jan. 14, 1964	WHH 413/11	138.991

LIBER 463, PAGE 169

<i>Original</i>	GRANTOR <i>Straw</i>	<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
Carl C. Hall & Wf.		Nov. 7, 1963	WHH 409/540	2.466
Laura Hanna, et al.		Jan. 6, 1964	WHH 413/308	16.119
Charles Haugh & Wf.		Oct. 14, 1963	WHH 408/787	102.623
Egbert H. Hawkins & Wf.	Farmingdale, Inc.	May 29, 1963	WHH 400/540	
	" "	May 31, 1963	Parcel V WHH 400/715	301.518
John R. Hawkins, Divorced		Mar. 25, 1964	WHH 415/596	19.985
Charles H. Heerd, et al.	Potomac Estates, Inc.	May 21, 1963	WHH 400/158	
	" " "	May 31, 1963	Parcel VI WHH 400/727	78.452
The Herbert Constr. Co., Inc.		June 19, 1963	WHH 401/714	246,089
The Herbert Constr. Co., Inc.		July 1, 1963	WHH 402/473	46.646
Walter A. Hereth, et al.		Sept. 5, 1963	WHH 406/568	120.348
Kenneth L. Hobbs & Wf.	Serenity Acres, Inc.	May 17, 1963	WHH 400/143	
	" " "	May 31, 1963	Parcel V WHH 400/717	150.083
John Holland & Wf.		Nov. 29, 1963	WHH 410/679	12.903
John William Hook & Wf.		Mar. 24, 1964	WHH 415/591	9.978
Howard County Development Corp.		June 26, 1963	WHH 402/327	73.135
John W. Hunt & Wf.		July 23, 1964	WHH 421/599	6.480
Adam Kahler, Widower		June 11, 1963	WHH 401/297	44.032
Katie Mae Kahler, Wid.	Potomac Estates, Inc.	Feb. 28, 1963	WHH 396/492	
	" " "	May 29, 1963	Parcel II WHH 400/724	12.589
Katie Mae Kahler, Wid.	Howard Estates, Inc.	Nov. 3, 1962	WHH 391/681	
	" " "	May 31, 1963	Parcel III WHH 401/124	267.530
Miriam J. Keller, Divorced	Farmingdale, Inc.	May 14, 1963	WHH 399/716	
	" "	May 31, 1963	Parcel II WHH 400/715	361.462

LIBER 463, PAGE 170

<i>Original</i>	GRANTOR		<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
		<i>Straw</i>			
Calvin Kelly & Wf.			Nov. 8, 1963	WHH 409/542	8.315
Henry Kinder Estate, Amelia E. Bunk, et al.			July 1, 1963	WHH 402/466	78.427
Jos. Lee Kowins, et al.	Potomac Estates, Inc.		May 3, 1963	WHH 399/303	
	" " "		May 31, 1963	Parcel I WHH 400/727	61.589
John C. Lewis & Wf.	Farmingdale, Inc.		May 17, 1963	WHH 400/82	
	" "		May 31, 1963	Parcel III WHH 400/715	150.464
Juanita B. McIntosh, Divorced	The Cedar Farms Co.		May 23, 1963	WHH 400/466	
	" " " "		May 31, 1963	Parcel V WHH 400/709	38.006
Chas. M. Maddox, et al.			June 26, 1963	WHH 402/335	150.363
Chas. M. Maddox, et al.			June 26, 1963	WHH 402/345	1.125
Florence O'D. Maher, Widow			Nov. 19, 1963	WHH 410/348	280.038
Harry Malasky, et al.			Sept. 29, 1963	WHH 403/752	270.024
Chas. C. Marks, et al.			Nov. 27, 1963	WHH 410/668	33.139
Lawrence F. Marr, Unmarried			Jan. 14, 1964	WHH 412/795	6.344
T. Hunt Mayfield (Mars, Inc.)			Dec. 18, 1964	WHH 429/440	10.343
Carl G. Melin & Wf.			July 2, 1963	WHH 402/516	59.179
The L. M. Merritt Co.			Nov. 8, 1963	WHH 409/546	10.310
Montgomery Land Co.			Nov. 22, 1963	WHH 410/659	31.281
George Laurence Moore, et al.	Farmingdale, Inc.		May 20, 1963	WHH 400/150	
	" "		May 31, 1963	Parcel IV WHH 400/715	121.220
James R. Moxley & Wf.	Howard Estates, Inc.		Nov. 3, 1962	WHH 391/673	
	" " "		May 31, 1963	Parcel II WHH 401/124	630.960
Oliver L. Murray, Wid.	The Cedar Farms Co.		May 22, 1963	WHH 400/237	
	" " " "		May 31, 1963	Parcel IV WHH 400/709	319.112
Gerald Jos. Muth & Wf.			Jan. 28, 1964	WHH 413/513	153.767

LIBER 463, PAGE 171

<i>Original</i>	GRANTOR	<i>Straw</i>	<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
Gerald Jos. Muth & Wf.			July 30, 1964	WHH 422/318	5.000
Alonzo A. Myers & Wf.			Nov. 27, 1963	WHH 410/665	8.292
Beatrice Thornton Myers, Widow			Nov. 4, 1964	WHH 427/546	3.000
Beatrice Thornton Myers & Husband			Nov. 27, 1963	WHH 411/276	17.366
Chas. G. Oursler & Wf.			Nov. 5, 1963	WHH 409/403	32.257
Overlook, Inc.			Sept. 12, 1963	WHH 406/506	777.779
Meredith Dorsey Owings & Wf.			Feb. 19, 1964	WHH 414/293	270.426
Edward G. Pickett, et al.			Jan. 12, 1965	WHH 430/293	2.322
Curtis L. Puffen- berger & Wf.	Farmingdale, Inc.		May 29, 1963	WHH 400/556	
	" "		May 31, 1963	Parcel VI WHH 400/715	84.832
Rhodes-Fletcher Corp.			Oct. 14, 1963	WHH 409/1	90.317
John William Scott & Wf.	Potomac Estates, Inc.		May 15, 1963	WHH 399/778	
	" " "		May 31, 1963	Parcel V WHH 400/727	80.608
Sebring, Inc.			Nov. 7, 1963	WHH 409/549	53.157
The Seoul Constr. Co., Inc.			Oct. 4, 1963	WHH 407/629	1.670
Donald R. Sewell & Wf.	The Cedar Farms Co.		May 27, 1963	WHH 400/401	
	" " " "		May 31, 1963	Parcel VI WHH 400/709	29.312
Walter A. Shank, Inc. (Annetta Gardens)	The Cedar Farms Co.		May 15, 1963	WHH 398/321	
	" " " "		May 31, 1963	Parcel I WHH 400/709	14.909
Walter A. Shank, Inc.			Aug. 30, 1963	WHH 406/215	64.832
Clifford F. Shaw & Wf.	The Cedar Farms Co.		May 16, 1963	WHH 400/77	
	" " " "		May 31, 1963	WHH 400/709	162.983
Chas. A. Shreve, Jr., & Wf.			July 8, 1963	WHH 402/247	136.038
Siehler & Brown, Inc.			Mar. 23, 1963	WHH 415/479	44.683

LIBER 463, PAGE 172

<i>Original</i>	GRANTOR		<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
	<i>Straw</i>				
Henry J. H. Seiling, Unmarried			Aug. 13, 1963	WHH 404/765	869.542
Irene D. Smith, Wid.			Jan. 6, 1964	WHH 412/539	15.047
Morris G. Smith & Wf.	Serenity Acres, Inc.		May 21, 1963	WHH 400/244	
	" " "		May 31, 1963	Parcel VI WHH 400/717	45.693
Elmer D. Snook & Wf.			Nov. 19, 1963	WHH 410/357	98.674
Emma Rebecca Thomp- son, et al.	Farmingdale, Inc.		May 9, 1963	WHH 399/476	
	" "		May 31, 1963	Parcel I WHH 400/715	117.890
R. Guy Thompson & Wf.	Serenity Acres, Inc.		May 10, 1963	WHH 399/640	
	" " "		May 31, 1963	Parcel III WHH 400/717	97.445
R. Guy Thompson & Wf.			July 22, 1964	WHH 421/596	7.102
Town & Ranch Homes, Inc.			June 7, 1963	WHH 401/250	256.102
Louis K. Volland & Wf.			Aug. 30, 1963	WHH 405/763	30.010
Conrad Vollmerhausen, Sr., et al.	Potomac Estates, Inc.		May 23, 1963	WHH 400/284	
	" " "		May 31, 1963	Parcel VII WHH 400/727	142.704
Pattison E. Whipps & Wf.			Mar. 24, 1963	WHH 415/599	65.725
Robert J. Whipps & Wf.			Mar. 24, 1963	WHH 415/591	9.671
Paul Wildman & Wf.			Feb. 20, 1964	WHH 414/347	11.674
(Wiltrout Property) Samuel Harris, Jr. & Wf.			Sept. ---, 1963	WHH 406/565	86.805
(Winkles Property) Gertrude Winkles Clare & Hus.	The Cedar Farms Co.		May 29, 1963	WHH 400/553	
	" " " "		May 31, 1963	Parcel VIII WHH 400/709	145.802
Esther M. Wix, Wid.	Howard Estates, Inc.		Nov. 3, 1962	WHH 391/689	
	" " "		May 31, 1963	Parcel IV WHH 401/124	59.460

LIBER 463, PAGE 173

<i>Original</i>	GRANTOR	<i>Straw</i>	<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
Edw. O. Zabel & Wf.			Nov. 12, 1963	WHH 410/1	101.769
Wm. M. Zeltman & Wf.			July 1, 1963	WHH 403/50	97.115
Thos. D. Zibelli, et al.			Sept. 4, 1963	WHH 406/114	238.482
(Zoslow Property) Fredericka Van Stondeg, Wid.			June 15, 1963	WHH 401/573	109.224
Gross Total Acres					13,719.472

EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

<i>Grantee</i>	<i>Out of Parcel</i>	<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
Fred T. Lewis & Wf.	Crismer	July 15, 1964	WHH 425/17	6.800
The Bd. of Educ. of Howard County	Hereth	April 10, 1964	WHH 416/447	10.000
Henry J. W. Seiling	Dasher 1.333 Ac. Emma Thompson 5.667 Ac.	Oct. 17, 1963	WHH 409/624	7.00
The Herbert Constr. Co.	Herbert Constr. Co.			0.994
Muriel Dulaney Carroll, Wid.	Carroll			4.560
Net Total Acres				13,690.118

Received for record Dec. 15, 1966 at 3:47
o'clock P.M. Same day recorded and examined per
W. Harvey Hill, Clerk