

ELKRIDGE CROSSING RESIDENTIAL LAND CONDOMINIUM

174

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

THIS DECLARATION AND AGREEMENT ESTABLISHING WATER AND SEWER FACILITY CHARGES (this "Declaration") is made this 1st day of May, 2007, by GWENRIDGE, LLC, a Maryland limited liability company (the "Company"), and the undersigned Trustees (the "Trustees") of THE CHETAN MEHTA IRREVOCABLE TRUST, a Trust created Under Agreement dated December 30, 1993 (the "Declarants").

WITNESSETH

A. Declarants are the owners of certain parcels of real property located in Howard County, Maryland (the "County") and described in more detail on Exhibit "A", which is attached hereto and incorporated herein (the "Property"). The Declarants are developing the Property for construction of residential condominium units and townhouse units (the "Project").

B. The Property has been or is intended to be subjected to a land condominium regime known as "Elkridge Crossing Residential Land Condominium" (the "Land Condominium") pursuant to condominium plats entitled "Elkridge Crossing Residential Land Condominium" dated June 2, 2006 (the "Land Condominium Plats") and recorded or intended to be recorded among the Plat Records of the County and the recording of a Declaration for Elkridge Crossing Residential Land Condominium and By-Laws of the Condominium (the "Land Condominium Declaration") among the Land Records of the County.

C. The Land Condominium consists, initially, of eleven (11) Land Units (as that term is defined in the Land Condominium Declaration). Land Units numbered 1 through and including 10 on the Land Condominium Plats (the "Residential Land Units") are intended for development of residential condominium units and townhouse units (individually, such units are referred to herein as a "Dwelling Unit" and collectively as the "Dwelling Units").

D. Land Unit number 11 on the Land Condominium Plats (the "Common Area Unit") is intended for development of common areas (such as, but not limited to, roads, parking areas and storm water management facilities). Collectively, the Residential Land Units, the Dwelling Units and the Common Area Unit are sometimes referred to herein as the "Units".

E. The Declarants have determined that public water and sanitary sewer services and systems will benefit the Project, the Units and the Owners and occupants of the Units within the Project. The design, development and construction of the public water and sewer services and systems and all facilities, lines, meters, connections and equipment relating thereto (the "Water and Sewer Systems") is required to provide public water and sewer service to Units within the Project.

F. The County will not construct the Water and Sewer Systems. Section 18.112 of the County Code authorizes and directs private land developers to cause Water and Sewer

Systems to be constructed and allows such developers to charge an assessment reasonably calculated to defray the costs of constructing the Water and Sewer Systems.

G. The Declarants have entered into one or more agreements with the County to provide Water and Sewer Systems to the Project.

H. Responsibility for the maintenance, repair and replacement of the Water and Sewer Systems that are located within a Land Unit shall be as set forth in the Land Condominium Declaration and/or the condominium declaration pertaining to such Land Unit. Responsibility for the maintenance of the Water and Sewer Systems that are located within streets, common areas, public or private rights-of-way or public utility easements shall lie with the County or its designee. Neither the Declarants nor their respective successors and assigns shall have any responsibility for operating, maintaining, repairing or replacing the Water and Sewer Systems or any other utility systems or services to the Project or any Unit within the Project.

I. Water, sewer, electric, natural gas and all other utilities supplied to and used in connection with the Units is to be furnished and billed by the utility provider. All such billings shall be the responsibility of the Owner (defined below) of the Unit and are separate and apart from and in addition to the "Water and Sewer Charges" established by this Declaration. The Water and Sewer Charges shall be billed and collected by the Company, its successors and assigns. The term "Owner" shall mean, (i) with respect to any Dwelling Unit, the record owner, whether one (1) or more persons or entities, of a fee simple interest in such Dwelling Unit; and (ii) with respect to any Common Area Unit, the Council of Unit Owners in whom title to such Unit is vested. The term "Owner" shall not mean or refer to any person or entity having an interest in any Unit solely as security for the performance of an obligation.

J. Declarants desire to establish certain charges upon the Dwelling Units, in accordance with this Declaration, for the Water and Sewer Systems to be paid by the Owners of said Units to Company, its designees, successors and assigns, in advance each year over a period of thirty-three (33) years, provided that the Company shall have the right to collect Water and Sewer Charges in arrears, or in monthly, quarterly, or bi-annual installments, as provided in this Declaration. Such installments are referred to individually as a "Water and Sewer Charge" and collectively as the "Water and Sewer Charges", and such terms shall also be deemed to refer to all applicable interest, costs, late fees and attorneys' fees provided for herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Declarants declare that the Units shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, occupied and used subject to the covenants, conditions, restrictions, obligations and charges set forth in this Declaration, which shall run with the Units and be binding on all parties having any right, title or interest in all or any portion of the Units, their respective heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of the Declarants, the Company, and their respective designees, successors, transferees and assigns:

1. Incorporation of Recitals. The recitals set forth above are incorporated into and made a material part of this Declaration.

2. Amount and Payment of Water and Sewer Charges for the Dwelling Units.

(a) The Water and Sewer Charges (exclusive of interest, costs, late fees, and attorneys' fees) shall be equal to Three Hundred Dollars (\$300.00) per year for each Dwelling Unit, payable for a period of thirty-three (33) years in advance.

(b) The Water and Sewer Charges with respect to each Dwelling Unit shall commence to be payable on the earlier of the following (the "Commencement Date"): (i) the date on which the Dwelling Unit is first conveyed by the Declarants or a "Builder" (defined below) to an Owner after the Dwelling Unit consists of a residential dwelling, or (ii) five (5) years after the date that this Declaration is recorded among the Land Records of the County. The term "Builder" shall refer to any person or entity that acquires one or more phases in the Project for the purpose of constructing a Dwelling Unit or Dwelling Units. Unless sooner paid in full as provided below, the Water and Sewer Charges for each Dwelling Unit shall terminate on the date (the "Termination Date") that is thirty-three (33) years after the Commencement Date. Nothing in this Declaration shall be deemed to excuse the payment of any Water and Sewer Charges which accrue through and remain unpaid as of the Termination Date, including, without limitation, interest, costs, late fees and attorneys' fees, and the obligation to pay such sums shall survive the Termination Date. The initial installment of Water and Sewer Charges for each Dwelling Unit (the "Initial Payment") shall be pro-rated on a per diem basis for the period from the Commencement Date for that Dwelling Unit through December 31st of the year in which the Commencement Date occurs and shall be due and payable, in advance, on the Commencement Date. Each installment of the Water and Sewer Charges subsequent to the Initial Payment shall be due and payable, in advance, on January 1st of each year following the year in which the Commencement Date occurs. Each installment of the Water and Sewer Charges subsequent to the Initial Payment shall be due and payable, in advance, on January 1st of each and every year following the Commencement Date for a period of thirty-three (33) years, except that the final installment of the Water and Sewer Charges shall be pro-rated on a per diem basis for the period from January 1st of the 33rd year through the Termination Date and such final installment shall be due and payable, in advance, on January 1st of the 33rd year.

(c) It is the intent of this Declaration that the total Water and Sewer Charges (exclusive of interest, costs, late fees, and attorneys' fees) shall be Nine Thousand Nine Hundred Dollars (\$9,900.00) [\$300.00 x 33 years] per Dwelling Unit.

3. Amount and Payment of Water and Sewer Charges for Common Area Units. There shall be no Water and Sewer Charges assessed against the Common Area Units.

4. Periodic Payments; Late Fees; Interest. Notwithstanding the foregoing provisions of Paragraph 2, the Company, in its sole and absolute discretion, may allow or can require (i) any Owner to pay the annual Water and Sewer Charges applicable to such Owner's Unit in monthly, quarterly or bi-annual installments as determined by the Company, and (ii) Owner's mortgagee to escrow and pay to the Company the Water and Sewer Charges. Any Water and Sewer Charges not paid within fifteen (15) days after the due date shall bear interest from the due date until paid at the lesser of (A) eighteen percent (18%) per annum or (B) the maximum rate permitted by law. **In addition to interest, attorneys' fees, and collection costs, if any installment of Water and Sewer Charges is not paid within fifteen (15) days after its due**

date, the Company may collect a late fee, as consideration for additional administrative costs incurred by the Company in dealing with the delinquent payment, in an amount equal to (i) ten percent (10%) of the amount due for each month the payment remains outstanding (up to a maximum of three (3) such late fees during any calendar year), (ii) one and one-half percent (1.5%) of the amount due for each month the payment remains outstanding, or (iii) such other amounts as may be permitted by applicable law. No Owner may waive or otherwise escape liability for Water and Sewer Charges provided for in this Declaration by non-use of the Sewer Systems or abandonment of a Dwelling Unit.

5. Establishment of Lien and Personal Obligation. Each Owner of a Unit that is subject to the Water and Sewer Charges (a) covenants and agrees to pay to the Company all Water and Sewer Charges assessed against that Owner's Unit pursuant to this Declaration for so long as such Owner shall be a record owner of a fee simple interest in the Unit, (b) grants to the Company, to secure payment of the Water and Sewer Charges assessed against that Owner's Unit, a lien upon the Unit against which the Water and Sewer Charges are assessed, and (c) grants to the Company a power of sale and assents to the entry of a decree and order for sale with respect to that Owner's Unit upon a default by the Owner under this Declaration. The payment of Water and Sewer Charges assessed against each Unit also shall be the personal obligation of the Owner of such Unit as of the time that the Water and Sewer Charges are assessed against such Unit. In the event that any Owner shall fail to pay the Water and Sewer Charges applicable to that Owner's Unit in accordance with this Declaration, the Company shall be entitled to all legal and/or equitable relief as may be available under applicable law, including, without limitation, the right (i) subject to the provisions of Paragraph 14 below, to accelerate and declare to be immediately due and payable the full amount of all future installments of the Water and Sewer Charges assessed against that Owner's Unit (discounted in accordance with Paragraph 10 below), (ii) to bring an action at law against any Owner personally obligated to pay the Water and Sewer Charges, (iii) to foreclose on the lien against the Unit or Units then belonging to that Owner in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland pursuant to the power of sale or assent to a decree set forth in this Declaration or otherwise, (iv) to foreclose on the lien against the Unit or Units then belonging to that Owner in the manner now or hereafter provided for pursuant to the Maryland Contract Lien Act, and/or (v) to institute such other legal and/or equitable proceedings as may otherwise from time to time be provided by applicable law. If any Owner shall fail to pay the Water and Sewer Charges applicable to that Owner's Unit in accordance with this Declaration, and the Company shall institute any legal or equitable proceedings to collect the delinquent Water and Sewer Charges, then interest, costs, late fees, and attorneys' fees equal to twenty percent (20%) of the sum claimed shall be added to the amount of the Water and Sewer Charges due and payable and shall constitute additional Water and Sewer Charges. All rights and remedies contained in this Declaration are cumulative, and the Company also shall have all other rights and remedies provided by law or in equity.

6. Priority of Lien. The lien for all Water and Sewer Charges (including, without limitation, all interest, costs, late fees and attorneys' fees) provided for in this Declaration shall have priority from the date upon which this Declaration is recorded among the Land Records over any subsequently recorded or created lien, deed of trust, mortgage or other instrument encumbering any Unit. The sale or transfer of any Unit shall not affect any lien imposed against such Unit pursuant to this Declaration. The purchaser of a Unit shall be jointly and severally

liable with the selling Owner for all accrued and unpaid Water and Sewer Charges (including, without limitation, all interest, costs, late fees and attorneys' fees) against the Unit, without prejudice to the purchasing Owner's right to recover from the selling Owner amounts paid by the purchasing Owner for unpaid Water and Sewer Charges which accrued prior to the purchasing Owner's acquisition of title to the Unit. However, no purchaser from an Owner shall be liable for, nor shall any Unit be conveyed subject to a lien for, any accrued and unpaid Water and Sewer Charges greater than the amount stated in any written certificate provided by Company in accordance with Paragraph 8 of this Declaration.

7. Power of Sale. In the event that the Company shall elect to collect any delinquent Water and Sewer Charges by foreclosing its lien pursuant to the power of sale granted to it in this Declaration, the Company hereby designates Robert D. Porter or any other attorney with the law firm of Hodes, Pessin & Katz, P.A. ("Collection Agent") as its agent for purposes of instituting and conducting the foreclosure sale. The Company reserves the right from time to time, in its sole discretion, to designate one or more persons as substitute Collection Agent by an instrument in writing and recorded among the Land Records of the County ("Land Records"). If at any time more than one person is designated as the Collection Agent, any one of the person comprising the Collection Agent may act as the Collection Agent, the prior Collection Agent shall thereupon be deemed to have been removed and the new Collection Agent shall thereafter have full power and authority to exercise such power of sale in accordance with this Declaration and applicable law, to the same extent as the Collection Agent originally named in this Declaration.

8. Payment Certificate. A certificate in writing, signed by a representative of the Company, will be given promptly after receipt by the Company of a written request for such certificate from any Owner of a Unit liable for the Water and Sewer Charges. The certificate shall set forth the amount of any accrued interest and late charges in accordance with this Declaration, and all costs and expenses incurred by the Company in connection with its collection of Water and Sewer Charges, including, without limitation, attorneys' fees. Any such certificate issued by the Company pursuant to this Paragraph 8 shall be binding on the Company as of the date of issuance. A charge not to exceed Fifty Dollars (\$50.00) may be collected by the Company in advance for each such certificate so issued.

9. Billing Statement. All Water and Sewer Charges, interest, costs, late fees and attorneys' fees payable in accordance with this Declaration shall be payable to the Company, its successors, transferees, and assigns, in accordance with such billing statements as may be issued by the Company, or its designee. However, failure to receive a bill for the Water and Sewer Charges shall not relieve any Owner of such Owner's liability to pay any Water and Sewer Charges, interest, costs, late fees, or attorneys' fees due under this Declaration.

10. Prepayment.

(a) Any Owner may prepay at any time the Water and Sewer Charges attributable to such Owner's Unit by paying the amount calculated by the Company in accordance with this Paragraph, on or before the due date for the next installment of Water and Sewer Charges for that Unit, provided that such Owner is not then in default under this Declaration, and is current in the payment of all installments of the Water and Sewer Charges

due through the prepayment date (including, without limitation, all interest, costs, late fees and attorneys' fees).

(b) With respect to each Dwelling Unit, the prepayment amount applicable during any given year from and after the Commencement Date for such Dwelling Unit shall be as set forth in Exhibit "B" attached to and made a part of this Declaration.

(c) In return for any prepayment provided for herein, including, without limitation, payment of all outstanding interest, costs, late fees and attorneys' fees (which shall not be discounted), the Owner shall receive from the Company a full release of that Owner's Unit from this Declaration, in recordable form, certifying that all payments under this Declaration have been discharged. No Owner, or former Owner, shall be entitled to reimbursement from the Company of any prepaid Water and Sewer Charges.

11. Assignment; Transfer.

(a) All or any portion of the rights, reservations, interests, exemptions, powers, and/or privileges of the Declarants under this Declaration may be assigned and transferred (exclusively or non-exclusively) by the Declarants, and by their successors in interest, to any other individual or entity, without notice to or the consent of any Owner or any other party, by instrument in writing recorded among the Land Records. The Company and its successors in interest shall have the right to transfer, assign, pledge, or in any other fashion encumber its right to any or all of the Water and Sewer Charges (including, without limitation, interest, costs, late fees and attorneys' fees).

(b) The Trustees, for good and valuable consideration hereby assign to the Company, all of the Trustees' rights to collect and receive the Water and Sewer Charges and all right, title and interest in and to the Water and Sewer Charges created and imposed upon the Units by this Declaration.

(c) The Company, its successors and assigns, shall have the right to further assign, pledge or in any other fashion encumber to any party or parties, its right to any of the Water and Sewer Charges set forth herein. As used herein, the term "Company" shall mean and refer to any successor to or assignee of Gwenridge, LLC.

12. Withdrawal and Annexation.

(a) The Declarants and the Company may withdraw or annex any Unit from the operation and effect of this Declaration within ten (10) years after the date this Declaration is recorded among the Land Records, provided that the Declarants and the Company unanimously consent to such withdrawal or annexation and (i) the Declarants are the Owners of such Unit at the time of the withdrawal or annexation, or (ii) if the Declarants are not the Owners of such Unit, the Declarants withdraw or annex such Unit, as the case may be, with the written consent of the Owners thereof. In the case of withdrawal, such withdrawn Units shall no longer be subject to the covenants, conditions, restrictions, obligations and charges of this Declaration except for (i) any rights, reservations, interests, exemptions, powers, or privileges reserved to the Company and the Declarants pursuant to this Declaration which affect the withdrawn Unit, and (ii) any other rights, reservations, interests, exemptions, powers, or privileges which are

expressly reserved to the Company and the Declarants in the instrument effectuating such withdrawal. In the case of annexation, such annexed Unit shall be subject to all terms and conditions hereof. Any withdrawal or annexation shall be made by recording a supplementary declaration among the Land Records. In addition, any supplementary declarations to annex Units may contain such complementary additions and modifications to the covenants and restrictions set forth in this Declaration as may be necessary to reflect the different character or use, if any, of the annexed property.

(b) The Declarants, their successors and assigns, without the consent or approval of any Owner or any Council of Unit Owners, may annex to the Property that is subject to this Declaration all or any portion of that real property located in the County and more particularly described on Exhibit "C", which is attached hereto and incorporated herein. Any such annexation shall require only the consent of the owner of the property described on Exhibit "C" at the time of such annexation. Any such annexation shall be made by recording a supplementary declaration among the Land Records. Any such supplementary declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in this Declaration as may be necessary to reflect the different character or use, if any, of the annexed property.

13. Initial Exemption of Certain Dwelling Units.

(a) Notwithstanding anything in this Declaration to the contrary, the Declarants hereby reserve the right to declare that the initial Owner (each an "Exempt Owner" and collectively, the "Exempt Owners") of certain Dwelling Units sold before February 1, 2007 shall be exempt from payment of the Water and Sewer Charges applicable to such Exempt Owner's Dwelling Unit for so long as such Owner owns such Dwelling Unit. The Declarants shall exercise the foregoing exemption, if at all, by executing and recording among the Land Records one or more instruments identifying which Dwelling Units for which the initial Owner shall be exempt from payment of the Water and Sewer Charges. If the Declarants exercise the foregoing right, the exemption shall be on the terms and subject to the conditions set forth in this Paragraph 13. Any exemption provided for herein shall be and remain personal to each Exempt Owner and cannot be assigned, transferred, conveyed or otherwise hypothecated by the Exempt Owner without the prior written consent of the Declarants and the Company, which consent may be granted or denied in the sole and absolute discretion of the Declarants and/or the Company. Further, the Declarants hereby expressly state their intention that any exemption shall not run with nor bind on any Exempt Owner's Dwelling Unit and that any exemption shall terminate and expire automatically upon the sale, transfer, assignment or conveyance, whether voluntarily or involuntarily (each such event being referred to herein as a "Sale"), of the legal or beneficial ownership of the Exempt Owner's Dwelling Unit (other than transfers or assignments (i) to mortgagees or other lienholders to secure a security interest in such Dwelling Unit or (ii) for estate planning purposes by the initial Owner).

(b) By accepting title to the Exempt Owner's Dwelling Unit, each such Owner acknowledges and agrees, on behalf of himself and his personal representatives, heirs and assigns, that his Dwelling Unit shall be subject to the Water and Sewer Charges upon the subsequent Sale of such Dwelling Unit to another. As a material inducement for the Declarants to exempt any Exempt Owner from the Water and Sewer Charges, each Exempt Owner, by

accepting title to such Owner's Dwelling Unit, covenants and agrees to include notice of this Declaration in all contracts, agreements, deeds and other documents pertaining to the Sale of such Owner's Dwelling Unit. The form of such notice is attached hereto and incorporated herein as Exhibit "D". Simultaneously with giving the notice to the buyer, contract purchaser, transferee, assignee or grantee, each Exempt Owner shall give a copy of the notice to the Company. By this reference, the notice attached hereto as Exhibit "D" is hereby incorporated into each and every contract and agreement pertaining to the Sale of each Exempt Owner's Dwelling Unit to anyone other than the Exempt Owner. The failure of any Exempt Owner to give the notice described herein shall not modify, limit or otherwise affect the lien, operation or effect of this Declaration or the validity or applicability of the Water and Sewer Charges as to any subsequent purchaser of such Exempt Owner's Dwelling Unit.

(c) The Water and Sewer Charges with respect to each Exempt Owner's Dwelling Unit shall commence on the date on which such Dwelling Unit is sold, transferred, assigned or conveyed by the Exempt Owner to a subsequent Owner, as evidenced by the Deed or other instrument of conveyance. Once the Water and Sewer Charges commence with respect to each Dwelling Unit described in this Paragraph 13, the remaining provisions of this Declaration shall apply.

(d) If the Water and Sewer Charges for the Dwelling Units described in this Paragraph 13 have not commenced within ten (10) years after the date on which this Declaration is recorded among the Land Records of the County, then such Charges shall expire and be of no further force or effect with respect to such Dwelling Units.

(e) Nothing in this Paragraph 13 shall modify, limit or otherwise affect any Units in the Project other than those of the Exempt Owner(s).

14. Power of Attorney.

(a) There is hereby reserved to the Declarants and the Company, acting jointly or individually, for themselves (and for their successors, transferees and assigns to whom such right has been specifically assigned by the Declarants and/or the Company in writing), for a period of twenty (20) years from the date of the recordation of this Declaration among the Land Records, the right, but not the obligation, to execute, on behalf of all contract purchasers, Owners, mortgagees, and other lienholders or parties claiming a legal or equitable interest in all or any of the Units any agreements, documents, amendments and supplements to this Declaration which may be required by the Federal National Mortgage Association, the FHA, the VA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the county, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Units, any public or private utility company designated by the Declarants or the Company, any institutional lender or title insurance company designated by Declarants or the Company, or to comply with any applicable laws or regulations.

(b) Each and every contract purchaser, Owner, mortgagee and other lienholder or party having a legal or equitable interest in all or any Units in the Project automatically and irrevocably names, constitutes, appoints and confirms the Declarants and the Company (and their respective successors, transferees and assigns to whom such right has been

specifically assigned by Declarants or the Company in writing) as attorney-in-fact for the purpose of executing each agreement, document, amendment, supplement and other instrument referred to in Paragraph 14(a), subject to the limitations set forth below.

(c) No such agreement, document, amendment, supplement or other instrument which materially and adversely affects the value of any Unit, or substantially increases the financial obligations of an Owner, shall be made without the prior written consent of the affected Owner(s) and all holders of any mortgage(s) encumbering the Unit(s) owned by the affected Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any mortgage which encumbers any Unit(s), shall not be made without the prior written consent of the holders of all such mortgages.

(d) This power of attorney is expressly declared and acknowledged to be coupled with an interest and shall run with the title to each Unit, and be binding upon the heirs, personal representatives, successors, transferees and assigns of all contract purchasers, Owners, mortgagees, and other lienholders or parties claiming a legal or equitable interest in any Unit. Further, this power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to the power of attorney. This power of attorney shall be vested in the Declarants and the Company (and their respective successors, transferees and assigns to whom such right has been specifically assigned by the Declarants or the Company in writing) until the expiration of same.

15. Eligible Mortgagee's Right to Cure Default. If an "Eligible Mortgagee" (defined below) exists for a particular Unit, upon a default under this Declaration by the Owner of such Unit, the Company may not exercise its right to accelerate and declare to be immediately due and payable the full amount of all future installments of the Water and Sewer Charges assessed against such Unit until (a) a notice is sent to the Eligible Mortgagee (the "Notice to Cure") specifying the amount of Water and Sewer Charges within thirty (30) days of the date of the Notice to Cure; and (b) the outstanding Water and Sewer Charges remain unpaid after such thirty (30) day cure period. The term "Eligible Mortgagee" refers to any institutional holder, insurer, or guarantor of a first mortgage on a Unit which provides a written request to the Company, or its successors in interest with respect to this Declaration pursuant to a recorded assignment as contemplated in Paragraph 11 above, that it be informed of the Unit Owner's failure to pay any Water and Sewer Charges due under this Declaration (an "Eligible Mortgagee Request"). Each Eligible Mortgagee Request shall include the mortgagee's name and address and the street address of the Unit to which its mortgage relates. If there is no Eligible Mortgagee for a particular Unit, the Company may exercise its right to accelerate and declare to be immediately due and payable the full amount of all future installments of the Water and Sewer Charges assessed against such Unit without providing any opportunity to cure such default. Any Notice of Cure or Eligible Mortgagee Request shall be in writing and shall be deemed duly given if (i) personally delivered, with signed and dated receipt, (ii) sent by reputable commercial overnight delivery service, with signed and dated receipt, or (iii) mailed by certified mail, return receipt requested, first class, postage prepaid. Notices to the Company shall be sent to: Gwenridge, LLC, 8835-P Columbia 100 Parkway, Columbia, Maryland 21045, or to such other address as the Company, its successors, assigns, or designees, may from time to time provide the Owners in billing statements or in other written notices.

16. Notice of Declaration. By accepting a Deed or other instrument of conveyance for a Unit that is subject to this Declaration, each Owner agrees to give notice of this Declaration and the Water and Sewer Charges in the form of Exhibit "E" attached hereto and incorporated herein, and such notice is, by this reference, incorporated into each contract or other agreement pertaining to the sale, transfer, assignment or conveyance of a Unit. Any failure to give the notice described herein shall modify, limit or otherwise affect the lien, operation or effect of this Declaration or any Owner's liability for payment of the Water and Sewer Charges as provided herein.

17. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce this Declaration.

18. Severability. The terms and provisions of this Declaration are severable. In the event that any term or provision of this Declaration is invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.

19. Binding Effect. All provisions of this Declaration, including the benefits and burdens, shall touch, concern and run with the land, shall be binding upon the Owners and their respective heirs, personal representatives, successors, transferees and assigns and shall inure to the benefit of the Declarants, the Company, and their respective successors, transferees and assigns.

20. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male or female shall include all genders and the singular shall include the plural and vice versa.

21. Enforcement and Recordation. This Declaration shall be construed and enforced in accordance with the laws of the State of Maryland, excluding choice of law principles, and shall be effective upon its recordation among the Land Records. This Declaration may be executed in counterparts.

22. Amendment. In addition to the rights of the Declarants and the Company to modify or amend this Declaration as set forth herein, the Declarants and the Company have the right to unilaterally amend this Declaration as may be necessary (i) to correct the description of the Property set forth on Exhibit "A" hereto, or (ii) for chain of title purposes, to confirm the lien, operation and effect of this Declaration with respect to any modifications of the Land Condominium Plats or the Land Condominium Declaration, provided, however, that any such confirmatory amendments under this subparagraph (ii) shall be for convenience only and shall not be required. In addition to the foregoing, the Company shall have the right to unilaterally amend this declaration for purposes confirming the identity of the Exempt Owners pursuant to Paragraph 13 of this Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

ATTEST/WITNESS:

DECLARANTS:

GWENRIDGE, LLC,
a Maryland limited liability company

Susan Maxen

By: [Signature] [SEAL]
Name: JOHN F. LIPMANI
Title: PRESIDENT

THE CHETAN MEHTA IRRECOVABLE TRUST

Susan Maxen

By: cp mehta [SEAL]
Charulata Mehta, Trustee

Susan Maxen

By: S. Patel [SEAL]
Smita Patel, Trustee

STATE OF MARYLAND, CITY/COUNTY OF Baltimore to wit:

I HEREBY CERTIFY that on this 13th day of April, 2007, before me, a Notary Public in and for the above jurisdiction, personally appeared John F. Niyari known to me (or satisfactorily proven) to be the President of Gwenridge, LLC, and that such person, in such capacity and being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained.

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



Susan H. Maxen
Notary Public

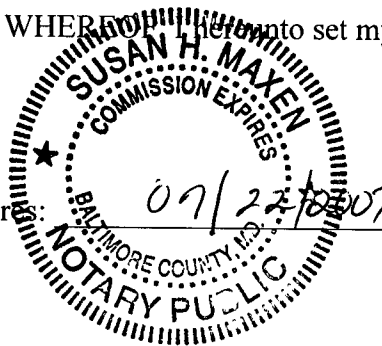
My Commission Expires:

[NOTARY SEAL]

STATE OF MARYLAND, CITY/COUNTY OF Baltimore to wit:

I HEREBY CERTIFY that on this 13th day of April, 2007, before me, a Notary Public in and for the above jurisdiction, personally appeared Charulata Mehta, known to me (or satisfactorily proven) to be one of the Trustees of The Chetan Mehta Irrevocable Trust, and that she, in such capacity and being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained.

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



Susan H. Maxen
Notary Public

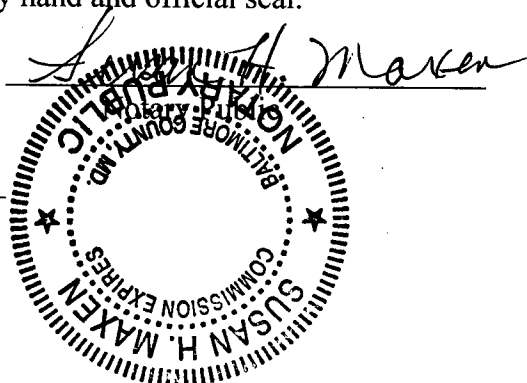
My Commission Expires:

[NOTARY SEAL]

STATE OF MARYLAND, CITY/COUNTY OF Baltimore to wit:

I HEREBY CERTIFY that on this 13th day of April, 2007, before me, a Notary Public in and for the above jurisdiction, personally appeared Smita Patel, known to me (or satisfactorily proven) to be one of the Trustees of the Chetan Mehta Irrevocable Trust, and that she, in such capacity and being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained.

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



My Commission Expires: 07/22/2007

[NOTARY SEAL]

**After recording, please return to:
Robert D. Porter, Esquire
Hodes, Ulman, Pessin & Katz, P.A.
901 Dulaney Valley Road, Suite 400
Towson, Maryland 21204**

G:\files\Rdp.gen\4643c.07.doc

EXHIBIT "A"Description of the Property

BEING FOR THE FIRST all of that real property located in Howard County, Maryland and described in that Deed dated May 31, 2002 and recorded among the Land Records of Howard County, Maryland in Liber 6227, folio 232 from Charles E. Wehland and Virginia Swick White, formerly known as Virginia L. Swick, Personal Representatives of the Estate of Gwendolyn S. Harper unto Gwenridge, LLC.

BEING FOR THE SECOND all of that real property located in Howard County, Maryland and described in that undated Deed executed on December 30, 1993 and recorded among the Land Records of Howard County, Maryland in Liber 3124, folio 163 from Barry M. Mehta and Charulata Mehta unto Charulata Mehta, Smita Patel and Asutosh Vyas as Trustees of The Chetan Mehta Irrevocable Trust.

EXHIBIT "B"

[intentionally deleted]



EXHIBIT "C"Property Subject to Annexation

The area depicted as "FUTURE AREA OF ANNEXATION" and "FUTURE ANNEXATION" on the condominium plats entitled, "ELKRIDGE CROSSING RESIDENTIAL LAND CONDOMINIUM" dated June 2, 2006, which consists of five (5) sheets, and is recorded among the Land Records of Howard County, Maryland as Plat Nos. 18961 through and including 18965.

EXHIBIT "D"

Form of Notice

WATER AND SEWER FACILITIES CHARGES NOTIFICATION ADDENDUM

ADDENDUM dated _____ to Contract of Sale dated _____
between Buyer _____, and Seller _____, for Property
located at _____.

“NOTICE TO PURCHASERS OF REAL ESTATE IN HOWARD COUNTY: THIS PROPERTY IS SUBJECT TO A FEE OR ASSESSMENT CHARGED UNDER THE AUTHORITY GRANTED TO DEVELOPER PURSUANT TO §18.112 OF THE HOWARD COUNTY CODE, WHICH PURPORTS TO COVER OR DEFRAY THE COST OF INSTALLING ALL OR PART OF THE PUBLIC WATER OR SEWER FACILITIES CONSTRUCTED BY THE DEVELOPER OR ITS ASSIGNEE FOR THE SUBDIVISION KNOWN AS ELKRIDGE CROSSING RESIDENTIAL LAND CONDOMINIUM. THIS FEE OR ASSESSMENT IS THREE HUNDRED DOLLARS (\$300.00) PER YEAR PAYABLE ANNUALLY IN JANUARY TO GWENRIDGE, LLC, 8835-P COLUMBIA 100 PARKWAY, COLUMBIA, MARYLAND 21045 (HEREINAFTER CALLED “LIENHOLDER”). THE FEE OR ASSESSMENT DESCRIBED HEREIN COMMENCES ON THE EARLIER OF: (I) THE DATE ON WHICH THE DWELLING UNIT IS FIRST CONVEYED BY THE DECLARANTS OR A “BUILDER” TO AN OWNER AFTER THE DWELLING UNIT CONSISTS OF A RESIDENTIAL DWELLING, OR (II) FIVE (5) YEARS AFTER THE DATE THAT THIS DECLARATION IS RECORDED AMONG THE LAND RECORDS OF THE COUNTY AND SHALL CONTINUE FOR THIRTY-THREE (33) YEARS THEREAFTER. THERE MAY BE A RIGHT OF PREPAYMENT OR DISCOUNT FOR EARLY PAYMENT WHICH MAY BE ASCERTAINED BY CONTACTING THE LIENHOLDER. THE FEE AND ASSESSMENT IS A CONTRACTUAL OBLIGATION BETWEEN THE LIENHOLDER AND EACH OWNER OF THIS PROPERTY, THAT RUNS WITH THE LAND, AND IS NOT IN ANY WAY A FEE OR ASSESSMENT OF HOWARD COUNTY.”

Buyer’s Signature

Date

Buyer’s Signature

Date

Buyer’s Signature

Date

Buyer’s Signature

Date

JOINDER OF TRUSTEES

The undersigned Trustees under an Indemnity Deed of Trust and Security Agreement (the "IDOT") for the benefit of Susquehanna Bank dated March 31, 2005 and recorded among the Land Records of Howard County, Maryland in Liber 9097, folio 1, join herein for purposes of consenting to the foregoing Declaration of Private Deferred Water and Sewer Charges, and subordinating said IDOT thereto.

WITNESS:

Tienne Baker / Pamela J. Shipp (SEAL)
Pamela J. Shipp, Trustee

STATE OF MARYLAND, ~~CITY~~ COUNTY OF Baltimore to wit:

I HEREBY CERTIFY, that on this 25th day of May, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared Pamela Shipp, Trustee, and she, in such capacity and being authorized so to do, executed the foregoing Joinder of Trustees for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Alesha M. Zwallo
Notary Public

My Commission Expires: 03/01/2010



JOINDER OF TRUSTEES

The undersigned Trustees under a Deed of Trust (the "DOT") for the benefit of NVR, Inc. dated November 5, 2002 and recorded among the Land Records of Howard County, Maryland in Liber 6613, folio 75, as modified by a Deed of Trust Modification dated March 31, 2005, and recorded among the Land Records in Liber 9097, folio 30, join herein for purposes of consenting to the foregoing Declaration of Private Deferred Sewer Charges, and subordinating said DOT thereto.

WITNESS:

[Signature] / [Signature] (SEAL)
Kirk Kubista, Trustee
[Signature] / [Signature] (SEAL)
John Duffy, Trustee

STATE OF MARYLAND, CITY/COUNTY OF Washington to wit:

I HEREBY CERTIFY, that on this 25 day of May, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared Kirk Kubista, Trustee, and he, in such capacity and being authorized so to do, executed the foregoing Joinder of Trustees for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

MY COMMISSION
EXPIRES 9-1-2010

My Commission Expires:

STATE OF MARYLAND, CITY/COUNTY OF Howard to wit:

I HEREBY CERTIFY, that on this 30th day of May, 2007, before me, a Notary Public in and for the State aforesaid, personally appeared John Duffy, Trustee, and he, in such capacity and being authorized so to do, executed the foregoing Joinder of Trustees for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 12-1-07

JOINER AND CONSENT OF OWNER/CONTRACT PURCHASER

NVR, Inc. (hereinafter referred to as "Owner"), a Virginia corporation, as Owner and/or Contract Purchaser, hereby agrees that the terms, provisions, covenants, conditions and restrictions contained in the foregoing Declaration recorded among the Land Records of Howard County, Maryland (to which this Joinder is attached) shall run with and bind the title to all that property described on Exhibit AA@ to the Declaration, a portion of which Owner has an interest in and Owner subjects such real property to the legal effect of this Declaration.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Kimberly Kearns

OWNER:
NVR, INC.

Sharon McKeown (SEAL)

RECORDING FEE 25.00
TOTAL 95.00
Res# H003 Rcpt # 53027
MDR KMC Bk # 41
Jun 01, 2007 02:39 PM

STATE OF MARYLAND
COUNTY OF Howard

I HEREBY CERTIFY, that on this 1st day of May, 2007, before me, the subscriber, a Notary Public in and for the State of Maryland and County aforesaid, personally appeared Sharon McKeown, known to me (or satisfactorily proven to be), and who acknowledged herself to be the Vice President of NVR, Inc., Owner, and that she, as such Vice President of the Owner has signed this instrument for the purposes therein set forth and that the same it is the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

My commission expires:

Notary Public

Kimberly S Kearns

Kimberly S. Kearns
Notary Public of
Howard County, Maryland
My Commission Expires June 1, 2007

