

Declaration of Covenants, Conditions and Easements
CRADLEROCK MEWS HOMEOWNERS ASSOCIATION, INC.

EXPLANATION OF THIS DOCUMENT

This document is a transcription of a PDF image file containing a copy of the original Declaration of Covenants, Conditions and Easements, dated November 18, 1981. The Declaration is the senior governing document for the Cradlerock Mews Homeowners Association. It defines the rights and obligations of the Owners and the Association, sets the conditions and limits on assessments, and deals with various other matters concerning the Property and its maintenance.

The purpose of the transcription is to make the Declaration more legible than it is in the currently available paper and electronic copies.

Every effort was made to faithfully preserve the structure and content of the original document. Page and line layouts are the same, so you will find the same words in the same position in both the original and the transcription. Apparent or obvious errors in the original, including spelling and punctuation, have NOT been corrected in this transcription.

Only one part of this document is copied directly from the original without transcription: the last part of the final page, which includes signatures. Some of the text in this section was only partially legible, so no effort was made to transcribe it.

This transcription was prepared by Ashley Hastings, member of the CMHOA Board of Directors, on October 12, 2009.

DECLARATION OF
COVENANTS, CONDITIONS AND EASEMENTS

THIS DECLARATION, made as of this 18th day of November, 1981, by the RYLAND GROUP, INC., a Maryland corporation (hereinafter referred to as "Ryland" or "Declarant"), and OWEN BROWN "B" DEVELOPMENT COMPANY, a Maryland corporation (hereinafter sometimes referred to as "OBB" or "Declarant");

WITNESSETH:

WHEREAS, Ryland has heretofore acquired from OBB the fee simple interest in certain real property designated as Lots B-74 through B-77 inclusive, all as shown on a plat entitled "Columbia, Village of Owen Brown, lots B-74 through B-149, a Resubdivision of Lot B-73, Section 1, Area 1," which plat is recorded among the Land Records of Howard County, Maryland, as Plat No. 4989, hereinafter sometimes collectively referred to as the "Subdivision Plat"; and

WHEREAS, OBB is the fee simple owner of certain other adjacent real property designated as Lots B-78 through B-145, inclusive, along with Lots B-146 through B-149 inclusive, designated as "Community Owned Lots," all as shown on that Subdivision Plat; and

WHEREAS, the above described real property owned by Ryland and OBB (hereinafter collectively referred to as the "Property"), together with certain other property was heretofore subjected to those certain covenants, easements, charges and liens set forth in that certain Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens dated the 13th day of December, 1966, by and between The Columbia Park and Recreation Association, Inc. and C. Aileen

Ames, unmarried, and recorded among the Land Records of Howard County, Maryland, Liber 463, folio 158, all of said covenants, easements, charges and liens so imposed being hereinafter referred to as the "CPRA Declaration;" and

WHEREAS, the above described Property owned by Ryland and OBB, together with certain other Property was also heretofore subjected to those certain covenants, easements, charges and liens set forth in that certain Deed, Agreement and Declaration dated May 31, 1972 by and between HRD and Rose Marie Venere, unmarried, and recorded among the Land Records of Howard County, Maryland, in Leber 594, page 473, all of said covenants, easements, charges and liens so imposed being hereinafter referred to as the "Owen Brown Village Covenants"; and

WHEREAS, those lots owned by OBB and referred to above are under option by Ryland to purchase and Ryland intends to develop or cause to be developed on the Property single family attached residences with appurtenant common areas for access and open space and both Ryland and OBB desire to subject the Property to the additional covenants, agreements, terms, conditions, requirements, reservations, easements, restrictions, charges and liens more particularly set forth in this Declaration (hereinafter referred to as the "Covenants"), for the purpose of assuring that such residential development will be maintained for the benefit of the owners of the Property; and

WHEREAS, Ryland has caused or will cause a non-profit membership corporation, the Cradlerock Mews Homeowners Association, Inc. (hereinafter referred to as the "Association") to be formed in order to perform certain functions on behalf

of the ultimate resident owners of the Property, including, but not limited to, the enforcement of the Covenants, the management of certain common area real property to be owned by the Association, and the collection and disbursement of the assessments and charges hereinafter created; and

WHEREAS, the parking areas will also extend into a part of the beds of public roads, as shown on the Subdivision Plat and Development Plans, and when said parking area has been graded, paved and conveyed to Howard County, so much of said paved parking area as shall lie within the bed of any public street or road, as shown on said plats, shall be owned in fee simple by the Declarant during initial construction, then conveyed to Howard County, Maryland, as part of the beds of public streets so created, with the portions of public roads which are limited as to public maintenance on the Subdivision Plat to be accepted by said Howard County, Maryland, without any obligation to maintain such parking area as a public responsibility and with the specific continuing obligation assumed and accepted by the Association to maintain the areas of public roads and parking excluded from public maintenance on the Subdivision Plat.

NOW, THEREFORE, Ryland and OBB hereby together do agree and declare that all of the Property, to the extent of their respective interests therein, shall be held, sold and conveyed subject to these Covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These Covenants shall run with the Property and be binding on all parties having or acquiring any right, title or interest in and to the Property or any portion thereof, and shall inure to the benefit of each owner thereof, his successors and assigns, and to the Association.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Cradlerock Mews Homeowners Association, Inc., its successors and assigns, as formed or to be formed pursuant to Articles of Incorporation filed with the State Department of Assessments and Taxation of Maryland.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to, or a leasehold estate of ninety-nine (99) years or more in, any Lot (as hereinafter defined), or any undivided, common or joint interest therein if such Lot is owned by more than one entity, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall not include any record owner or holder of a reversionary interest in all or a portion of the Property under a lease with a term of ninety-nine (99) years or more, unless and until such reversionary interest shall mature or vest.

Section 3. "Property" shall mean and refer to that real property designated as Lots B-74 through B-149, inclusive, all as shown on a plat entitled, "Columbia, Village of Owen Brown, Lots B-74 thru B-149, a Resubdivision of Lot B-73, Section 1, Area 1," which plat is recodred among the Land Records of Howard County, Maryland, as Plat No. 4989.

Section 4. "Common Area" shall mean those lots shown on the above referred to Subdivision Plat as Lots B-146, B-147, B-148 and B-149, Community Owned Lots, as shown on the Subdivision Plat, as well as any other areas of land set aside and intended for the common use and enjoyment

of the Owners of all of the Lots, all of which shall be deeded to the Association. The purposes for which such Common Area may be used shall include, but not be limited to recreational uses, open space uses, private roadways and driveways, walkways, parking areas, and utility and drainage easements.

Section 5. "Member" shall mean and refer to all those persons or entities who hold membership in the Association as provided in Article III, Section 1 hereof.

Section 6. "Lot" shall mean and refer to those subdivided parcels of land shown upon the above referred to recorded Subdivision Plat of the Property, with the exception of Lots B-146, B-147, B-148 and B-149, inclusive, Community Owned Lots and the beds and rights-of-way of all public roads.

Section 7. "Declarant" shall mean and refer to either or both of the The Ryland Group, Inc. and its successors and assigns, and/or OWEN BROWN "B" DEVELOPMENT COMPANY, and its successors and assigns, to the extent of their respective interests. Any obligations to be incurred by "Declarant" under these Covenants shall be incurred by whichever of Ryland or OBB, or their respective successors and assigns, is the owner of the Lot or particular portion of Common Area which is the subject of such obligation.

Section 8. "Board of Directors" shall mean and refer to the Board of Directors of the Association, as provided by the Articles of Incorporation of the Association.

ARTICLE II

Properties Subject to this Declaration and Agreement:

Additions Thereto

Additional lands may become subject to this Declaration in the following manner:

(a) Additions by Approval of Members. Additional lands, other than the Property, may be brought within the scheme of this Declaration and made subject to the provisions hereof, provided, however, that such annexation shall be subject to the approval of Members entitled to cast two-third (2/3) of the total votes of each then-existing class of membership. Such annexation shall be made by filing for recordation among the Land Records of Howard County, Maryland, an instrument describing such additional properties and expressly stating an intention to so annex the additional properties. Such instrument shall extend the covenants of this Declaration to such additional properties.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the property, rights and obligations of another association may, by operation of law, be added to the property rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Property together with the covenants and restrictions establish upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration within the Property.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every individual or entity who is the Owner of or who holds an undivided, common or joint interest in any Lot which is subject by these Covenants to assessment by the Association, including a contract seller, shall be a member of the Association. The forgoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Member(s) shall be all Owners and shall be entitled to one vote for each Lot owned except that at no time shall a Class B Member also be a Class A Member. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be either Ryland and/or OBB, as Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier to occur of the following events:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 1983.

From and after the happening of these events, whichever occurs earlier, the Class B Member(s) shall be deemed to be Class A Member(s), entitled to one vote for each Lot owned.

ARTICLE IV

Property Rights

Section 1. Owner's Common Easement of Enjoyment. Subject to the provisions of Section 2 herein, every Owner shall have a mutual right and non-exclusive easement of enjoyment together with other Owners in and to the Common Area, including access and parking spaces, and such rights and easements shall be appurtenant to and shall pass with the title to every Lot. In addition to any other easements and rights granted herein, and not by way of limitation, there shall be an easement and right-of-way for perpetual ingress and egress over and upon the Common Area for the use and benefit of the residential Lots.

Section 2. Limitations. The rights granted in Section 1 hereof are subject to the following provisions:

(a) The right of the Association to prescribe reasonable rules and regulations governing the use of the Common Area;

(b) The right of the Association to suspend the voting rights of an Owner in the Association for any period during which any assessment against his Lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate, sell or transfer all or any part of the Common Area to The Columbia Park and Recreation Association, Inc., or to any public agency, authority and utility; provided, however,

that such transfer shall be subject to the easements appurtenant to each Lot for access and parking spaces as set forth in Section 1 above. No such dedication, sale or transfer shall be effective, however, unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership agreeing to such dedication, sale or transfer has been recorded among the records of the Association.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws adopted or to be adopted by the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

Section 4. Title to Common Areas. Ryland, as Declarant, hereby covenants for itself, its successors and assigns, that it will convey Lots B-146, B-147, B-148 and B-149, Community Owned Lots to the Association prior to conveyance of the first Lot to an Owner, subject, however, to the CPRA Restrictions, the Owen Brown Village Covenants and the Covenants contained herein. From and after the date of conveyance of Lots B-146 through B-149, each inclusive, to the Association, the Association shall be responsible for all costs and expenses related to the Common Area.

Section 5. Reservation by Declarant. The Declarant hereby reserves unto itself, its successors and assigns, the right to relocate, change or modify, from time to time, any and all streets, roadways and utility easements which may be located within the Common Area and to create new streets, roadways and utility easements therein. In addition, Declarant expressly reserves the right at any time prior to the occurrence of the Residential Closing on the last Lot in the Property to enter upon any part of the Common

Area for any and all purposes reasonably related to the construction of improvements on any Lot in the Property, and if necessarily and reasonably related to completion of the aforementioned improvements or the Common Area, to maintain a field trailer on the Common Area, to store building supplies, construction equipment and other similar property on the Common Area.

Declarant, further expressly reserves unto itself, its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require the development of said Property in accordance with such plat, Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

During the construction and/or sales period, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant on any part of the Common Area and on or in any building or structure now or hereafter erected thereon.

ARTICLE V

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments and charges, and (b) special assessments for capital improvements, such assessments to be 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 Lot against which 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 such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents living within the Property and for the preservation, improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment.

(a) Until January 1, 1983 the initial and maximum annual assessment for each Lot shall be one hundred and fifty four dollars and eighty cents (\$154.80).

(b) From and after January 1, 1983 the maximum annual assessment for each Lot may be increased by the Board of Directors each fiscal year not more than ten percent (10%) above the annual assessment for the previous fiscal year, without a vote of the membership.

(c) From and after January 1, 1983 the maximum annual assessment for each Lot may be increased and fixed at more than ten percent (10%) above the annual assessment for the previous fiscal year; provided any such increase shall have the assent of two-thirds (2/3) of the votes of each Class of Members at a meeting duly called for this purpose.

(d) Under no circumstances shall the Board of Directors fix the annual assessment at any amount in excess of the maximum set forth herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any fiscal year, a special assessment applicable to that year 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Members at a meeting duly called for this purpose.

Section 5. Notice of Meeting for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 above shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance

of the meeting. Such notice shall contain an adequate description of the action proposed to be taken and the proposed rates of assessment. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. if the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis; provided, however, that any Class B members shall only be required to pay twenty-five percent (25%) of the assessments for each Lot owned by the Class B member.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence against Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of month remaining in the fiscal year.

Section 8. Duties of Board of Directors. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, except for the first annual assessment, which shall commence as provide in Section 7 of this Article V. Written notice

of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand by any Owner and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date established by the Board of Directors shall bear interest from the due date at the rate of eight percent (8%) per annum and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable, notice of exercise of such right being expressly waived by the Owner. Each such assessment shall include interest, costs and reasonable attorneys' fees if collection measures are necessary. The Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien Provided for Herein to Mortgages. The lien of the assessments provided for herein shall be subordinate to the CPRA Declaration lien and the lien of any recorded mortgage(s) or deed(s) of trust now or hereafter placed upon any Lot within the Property. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve a Lot from liability for any assessments which became due

prior to such sale or transfer nor from the lien of any subsequent assessment, provided, however, that sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, under such aforesaid mortgage(s) or deed(s) of trust, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

ARTICLE VI

Parking Rights

Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two parking spaces which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one vehicle parking space for each dwelling. Where appropriate, parking may be designated on a Lot.

ARTICLE VII

Use

Section 1. Land Use and Building Type.

(a) The Declarant, for itself, its successors and assigns, reserves the right, prior to transfer of any Lot, pursuant to a recorded subdivision plat, to alter, amend and change any Lot lines or subdivision plan.

(b) During the construction and/or sales period or so long as Declarant, Ryland, may desire, model homes, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by said Declarant, or its assigns, on any part of said Property and on or in any building or structure now or hereafter erected thereon.

ARTICLE VIII

Maintenance and Utilities

The Association shall have the following duties and obligations in regard to the Common Area to be conveyed to it and in regard to the Property in general:

(a) To maintain all areas conveyed to it in a neat and orderly condition and in keeping with the landscaping, grading and site plans of the development as approved by the Architectural Committee, referred to in the Owen Brown Village Covenants.

(b) To maintain, including but not limited to the mowing of grass and snow removal, all Common Area and to keep and maintain the walkways, streets, private streets, parking areas and other amenities thereon in good order and repair, reasonably free of snow, trash and other debris.

(c) To grant any rights-of-way or easements in, upon, over and through any portion of the Common Area for utilities and drainage facilities and for ingress and egress from and to public streets and roads or otherwise for the use and benefit of the residential lots.

(d) To maintain all roadways and parking areas on the Common Area, and to also maintain all portions of streets and/or roads, public or private, which have been excluded from or not included in public maintenance as shown on the Development Plan and the Subdivision Plat, although said portions shall lie within the bed of any public street or road.

In the performance of said duties and obligations, the Association shall have the right and easement to enter and be upon any Lot and any part of the Property to fulfill its obligations hereunder.

ARTICLE IX

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots 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 used the wall may restore it, and if the other Owners thereafter make use of the wall, they 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 liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the 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.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X

General Provisions

Section 1. Duration and Amendment. The Covenants of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until the 31st day of December in the year of 2010 (the "Initial Period"), after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless modified or terminated in the manner provided herein. This Declaration may not be amended or terminated during the Initial Period unless an instrument executed by not less than ninety percent (90%) of each Class of Owners has been recorded among the Land Records of Howard County, Maryland or in such other place of recording as may be appropriate at the time of execution of such instruments, and after December 31, 2010, by an instrument executed by not less than two-thirds (2/3) of the Owners and recorded in like manner. Any Amendment must be recorded.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration 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 3. Enforcement. The Declarant, the Association, or any Owner, their respective legal representatives, heirs, successors and assigns shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, terms, agreements, requirements, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner, to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these Covenants by a judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Remedies. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 6. Effect of Headings. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 8. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Easements.

THE ITSMAD SYSTEM, each declarant has caused these
respects to be properly executed by its duly authorized
representative this 18th day of November, 1981.

ATTEST:

SECRETARY OF THE ITSMAD SYSTEM

[Signature]
SECRETARY

[Signature]
VICE PRESIDENT, INC.

[Signature] (SEAL)
VICE PRESIDENT, INC.

STATE OF CALIFORNIA, COUNTY OF FRESNO, TO WIT:

I HEREBY CERTIFY that on this 18th day of November, 1931,
before me, the undersigned, a Notary Public of the State
of Maryland, personally appeared Frederick W. Bloembergen, Vice
President of QUINCY TRAIL DEVELOPMENT COMPANY, and acknowledged
that he executed the foregoing instrument for the purposes
therein contained by signing the name of the corporation
by himself as Vice President.

1. FILLING: 1/2 inch and Memorial Seal.

Carol A. Loomis