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DECLARATION

FOR

THE TOWERS AT HARBOR COURT CONDOMINIUM

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DECLARATION
FOR
THE TOWERS AT HARBOR COURT CONDOMINIUM

THIS DECLARATION, Made this 12th day of December, 1986,
by HARBOR COURT ASSOCIATES, a general partnership, its successors
and assigns, hereinafter referred to as the "Developer".

WHEREAS, the Developer holds fee simple title to certain land and air space situate in Baltimore City, Maryland and described in Exhibit "1" attached hereto and made a part hereof (hereinafter called the "Property") and desires to submit the whole of said land and air space, together with the building erected thereon and all rights, alleys, ways, privileges, appurtenances and advantages thereunto belonging, or in any way appertaining, to a Condominium Regime established under the provisions of the Maryland Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended (hereinafter called the "Act") and hereby to establish for the Property a Condominium Regime (hereinafter called the "Regime").

NOW, THEREFORE, THIS DECLARATION WITNESSETH: that Developer, its successors and assigns, does hereby expressly establish and declare the following:

1. Creation of the Condominium Regime.

A. The Developer hereby submits the land and air space described in "Exhibit 1" and the improvements constructed thereon hereinafter described and shown on the Plat of Condominium Subdivision, Sheets 1 thru 28, (recorded simultaneously herewith), entitled "Plat of Condominium Subdivision for The Towers at Harbor Court Condominium, Phase 1" to a Regime provided for by the Act, and establishes a Regime as therein provided containing a portion of 1 building having a total of 130 units and common elements and a portion of a contiguous building having parking facilities including limited common elements.

B. Said land and air space as improved by the buildings and improvements constructed thereon is more fully described in Plats recorded among the Land Records of Baltimore City simultaneously herewith consisting of 28 sheets designated as:

Plat of Condominium Subdivision for
The Towers at Harbor Court Condominium, Phase 1.

Said Plats being considered a part hereof as if fully incorporated herein.

2. Additional Phase.

A. The Developer intends to complete construction of sixty (60) additional units and common elements as shown on Sheets 2 through 24 and 28 of the Condominium Plat aforesaid in one (1) additional area designated thereon as Future Phase, hereinafter called the "Phase 2", and hereby reserves the irrevocable right for a period of seven (7) years after the date hereof to add such Phase 2 to the Regime established hereunder, in accordance with the procedure provided herein, and in the Act as the same is in force from time to time, up to a maximum of sixty (60) additional units and common elements; so that the maximum total number of units in the Regime, when fully expanded, shall be one hundred ninety (190).

B. Each Unit Owner in the Regime established hereunder, as the same is constituted from time to time, and each holder of a mortgage on any such Unit or beneficiary of or Trustee in a deed of trust on any Unit, shall be deemed to have acquiesced to the Amendment of this Declaration, and By-Laws and the Supplement to the Condominium Plats as may be required for the purpose of adding the additional Units and Common Elements as set forth above and shall be deemed to have given the Developer, its successors and assigns and Trustees under Deeds of Trust, an irrevocable power of attorney, coupled with an interest, to effectuate such Amendment and to have agreed to and covenanted to execute such further documents, if any, as may be required by the Developer to properly accomplish such Amendment, if any questions are raised with respect thereto.

C. The submission of Phase 2 and the foregoing Amendment and Supplement shall be accomplished by the Developer filing among the Land and Plat Records of Baltimore City, Maryland, the appropriate Amendment to this Declaration and Supplement to the Condominium Plats, containing appropriate certifications that the Phase in question has been completed as shown thereon, and the Developer, its successors and assigns, conveying unto each Unit Owner in the Phase to be added by such Amendment an undivided interest in the Common Elements of the Phase submitted to the Regime prior to such Amendment, along with an undivided interest in the Common Elements of the Phase to be added by such Amendment, such interests to be in proportion to the Percentage Interests as set forth in Paragraph 6. hereof and applicable, as therein provided, to the Regime after the addition of the Phase submitted by such Amendment. In order to effectuate the foregoing, the undivided interests in the Common Elements in the Phase submitted to the Regime prior to the Amendment in question, which are to be conveyed to Unit Owners in the Phase to be added by such Amendment shall automatically revert to and be vested in the Developer, its successors and assigns and Trustees under Deeds of Trust, upon the filing of such Amendment.

D. It is the further intent and purpose hereof and it is hereby declared, that as Phase 2 is added to the

Regime established hereunder in the manner provided above, each owner of a Unit in the Regime as the same is constituted prior to the Amendment in question (and the holder of any mortgages or beneficiary of or Trustee in any Deed of Trust on such Unit, as its interests appear), shall have and be vested with an undivided interest in the General Common Elements in the Additional Phase added, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6. hereof and applicable as therein provided to the Regime after the addition of the Phase submitted by such Amendment, and that such vesting shall occur immediately, and absolutely, upon the filing of the Amendment adding the Additional Phase without the necessity of any separate conveyance of such interests.

E. It is the further intent and purpose hereof, and it is hereby specifically declared, that the provisions of Section 11-120 of the Act shall be applicable to the Regime created hereunder and the Developer does hereby elect to conform to the requirements of said Section 11-120.

F. The foregoing notwithstanding, the Developer shall execute and record, from time to time, as may be reasonably required by any Unit Owner or holder of any mortgage or any beneficiary of any Deed of Trust on any Unit, such other and further instruments of conveyance as may be necessary in the circumstances to validly carry out the intent and purpose set forth above with regard to vesting of interests in the Common Elements.

G. Notwithstanding anything herein to the contrary, the Developer covenants and agrees it will expand the Condominium Regime, by adding Phase 2 to the Regime within one (1) year from the date of recordation of this Declaration.

3. Description of the Buildings.

The Towers at Harbor Court Condominium, Phase 1, consists of certain portions of one (1) building, said portions consisting of a total of one hundred thirty (130) separately designated and legally described fee simple estates, each consisting of a Condominium Unit and common elements, and parking facilities (including limited common elements parking spaces) within a separate and contiguous building, as shown on the Plat of Condominium Subdivision for The Towers at Harbor Court Condominium, Phase 1 prepared and certified by Century Engineering, Inc., 32 West Road, Towson, Maryland 21204, registered surveyors in the State of Maryland, which Plats are intended to be recorded simultaneously herewith.

4. The Name of the Condominium.

This Condominium Regime shall be known as: THE TOWERS AT HARBOR COURT CONDOMINIUM.

5. Units.

A. Each Unit shall be conveyed by the name of
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the Condominium, its Tower and Unit number which number is designated on Sheets 3 through 25 of the Plats for said Condominium. The dimensions, area, and location of each Unit are shown on the Plats of the Condominium as described above.

B. Each one floor Condominium Unit shall consist of an enclosed space or spaces designated as a single family dwelling. The Unit shall occupy that part of the building as shown on the Plats recorded as aforesaid.

C. Each Unit shall consist of:

1. A three dimensional area generally described by planes as follows, the location of these planes is specifically designated on the Condominium Plats aforesaid:

a. The lower vertical boundary (the "bottom of the Unit") of each Condominium Unit is a horizontal plane, the elevation of which coincides with the lower vertical elevation shown on the Plats, extending to intersect the lateral boundaries thereof. The upper vertical boundary (the "top of the Unit") is a horizontal plane, the elevation of which coincides with the upper vertical elevation as shown on the Plats, extending to intersect the lateral boundaries thereof. The lateral boundaries (the "sides of the Unit") of each unit are the vertical planes coinciding with the outermost boundary lines of the units, as shown on the Condominium Plats, extending to intersect the upper and lower vertical boundaries thereof and the other lateral boundaries of the unit.

2. Any air space lying upward from the bottom of the Unit, inward from the perimeter of the Unit and below the top of that Unit;

3. Improvements which shall include, but not be limited to:

a. Interior partitions; doors and windows; pipes; conduits; ducts; switches, vents, wiring, fixtures or other facilities for the provision of heat, ventilation, air conditioning, plumbing, electrical power, lighting, telephone service or television reception (to the extent the ownership is not retained by the company supplying such service); and all plumbing, electrical and mechanical equipment within the Unit designed for use by that Unit only;

4. All improvements contained within the aforesaid three dimensional space.

D. It is the intention that each Condominium Unit shall consist of that space shown on the Condominium Plats recorded as aforesaid as the Unit area both in the horizontal and in the vertical.

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E. Each Unit and the General and Limited Common Elements (described generally hereinafter), are more specifically shown on the Plats aforesaid and Developer intends that said Plats shall diagrammatically govern where this Declaration is silent.

F. Each unit in each tower shall be used only for residence purposes by the Unit Owner or Owners thereof, his family, guests, invitees, or other occupants, or the lessees of the Unit Owner, their families, guests, invitees or other occupants, except that the Developer, until all Units have been sold and settled for, may use one or more Units, at its discretion, for model Units for purposes of sale, and may also maintain a sale office in one or more of the Units, at its discretion, for the same period of time. No Unit Owner, except a mortgagee or the Developer and their assigns, may lease his Unit for a period of less than thirty (30) days.

6. Percentage Interests.

A. Each Unit shall have the Percentage Interest in the Common Elements and Common Expenses and Common Profits of the Condominium Regime as listed on "Exhibit 2" of this Declaration. The Percentage Interests may be changed only in accordance with the "Act".

7. Description of Common Elements.

A. All areas and facilities which are not part of a Unit comprise the Common Elements, as graphically shown on the Plats aforesaid, including, but not limited to: sidewalks; entrance walks, every foundation wall, exterior wall, portion of a party wall, roof, column, girder, beam, support, stairway, floor, partition, entrance and exit, front steps and interior stairways and entrance halls, recreational areas, parking areas excluding parking spaces defined below as limited common elements, elevators, conduits, sewers, water mains, storm drains and other lines, exterior lighting, mailbox clusters, flue stacks, dumb waiter shafts, and all other devices rationally of common use and necessary to the upkeep, use and safety of the building, and all other conduits and wire outlets and utility lines regardless of location and all other parts of the Regime and all apparatus and installations existing in the building or for common use or necessary or convenient to the existence, maintenance or safety of the Regime.

B. The General Common Elements shall be exclusively owned in common by all of the Unit Owners. The General Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by the "Act" and in that event all mortgagees must, in writing, consent.

C. Except as hereinabove provided, and except as provided in Paragraph 10. hereof, all Common Elements in The Towers at Harbor Court Condominium are subject to perpetual easement for the use in common thereof for ingress, egress and utilities. This provision and covenant shall run with the land and the benefits and burdens thereof, shall inure to the benefit of and be binding upon the Developer, its successors and assigns and the Unit Owners, their heirs, successors, personal representatives and assigns.

D. The cost of maintaining, repairing and replacing the Common Elements, both Limited and General, shall be borne by the Council of Unit Owners as an item of the Common Expense except as hereinafter provided.

E. Each Unit Owner, in proportion to his Percentage Interest in the Common Expenses and Common Profits, shall contribute toward payment of the Common Expenses and no Unit Owner shall be exempt from contributing toward said Common Expenses either by waiver of the use or enjoyment of the Common Elements, or any of them, or by the abandonment of his Unit. The contribution, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Baltimore City, Maryland simultaneously herewith (hereinafter called the "By-Laws").

F. As defined in the "Act", this Regime has the following Limited Common Elements, which shall be maintained, repaired, and replaced as a common expense except as may herein elsewhere or in the By-Laws be provided:

1. The terraces adjoining the Units on the 7th floor, as shown on the aforesaid Plats, which terraces are limited to the use of the Units binding thereon.

2. The storage lockers as shown on the Plats aforesaid at the time of recordation of this Declaration. All storage lockers will be allocated to North Tower, Unit Number M201. It is the intention of the Developer to grant by deed not less than one storage locker to each Unit Owner pursuant to Section 11-108(b) of the "Act".

3. The fireplaces in Units, excluding therefrom flue stacks (which are previously defined herein as General Common Elements).

4. Parking Spaces as shown on the Plats aforesaid. At the time of recordation of this Declaration all spaces will be allocated to North Tower, Unit Number M201. It is the intention of the Developer to grant by deed not less than one parking space to each Unit Owner pursuant to Section 11-108(b) of the "Act".

8. Condominium Units and Common Elements.

A. If any Common Element, or any part thereof, now or at any time hereafter, encroaches upon any Unit or any Unit encroaches upon any Common Element, whether such encroachment is attributable to construction, settlement, or shifting of the building, or any other reason whatsoever beyond the control of the Board of Directors or any Unit Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Board of Directors or for the Unit Owner, their respective heirs, personal representatives, successors or assigns, to provide for the encroachment and non-disturbance of the Common Element, or the Unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue.

B. Conveyance or other disposition of a Unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this Paragraph without specific or particular reference to such easement.

9. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

10. Easements.

A. In addition to the easements reserved on the Plats aforesaid which are for the benefit of the Developer, its successors and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust:

1. The Developer, for itself, its successors and assigns, hereby declares that every Unit Owner shall have a perpetual easement in, upon, through and over the land shown on the Plat recorded simultaneously herewith, to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position in which it changes by reason of the gradual forces of nature and the elements.

2. The Developer hereby reserves unto itself, its successors and assigns, an easement in, through and over the Common Elements, for as long as the said Developer, its successors and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust, shall be engaged in the construction,

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development and sale of Units, which easement shall be for the purpose of construction, installation, maintenance and repair of the building and appurtenances thereto, for ingress and egress to all Units and all Common Elements, and for use of all walkways, parking spaces and areas, existing and future model units for sales promotion and exhibition. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for a period of two (2) years after the date of delivery of the Unit deed for such purposes as may be reasonably necessary for the Developer or its agents to complete the Regime or service any Unit thereof.

3. Developer reserves unto itself, its successors, assigns and agents, an easement in, upon, through and over the land, air space, and improvements comprising the Common Elements for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Regime.

4. Each Unit Owner shall have a perpetual easement for the continuance of any encroachment by his Unit on any adjoining Unit or on any General or Limited Common Element, now existing as a result of construction of the building or which may come into existence hereafter as a result of the reconstruction of the building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the building stands.

5. The Developer, for itself, its successors, assigns and all future owners of South Tower, Unit Number 2704, if and when added to the Regime, reserves an easement for the heat pumps and their associated pipes and wiring to remain in, on, and over the general common elements of the Regime.

B. The Council shall have the authority to grant such easements, rights-of-way, licenses, leases in excess of one (1) year or similar interests through or over the Common Elements as is provided in the Act.

C. In addition to the easements reserved aforesaid, the Condominium Regime herein created is subject to certain easements, covenants, conditions and restrictions contained in the following documents:

1. Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions granted by Developer and dated April 9, 1986 and recorded among the Land Records of Baltimore City, Maryland in Liber S.E.B. No. 893, Folio 406, and any supplements thereto.

2. Any easements, covenants, conditions and restrictions contained in the Disposition and Development Agreement between Murdock Development Company and the Mayor and City Council of Baltimore dated July 14, 1982 and recorded among the land records aforesaid in Liber S.E.B. No. 269, Folio 181, and an Amendatory Agreement dated July 25, 1984 and recorded among the land records aforesaid in Liber S.E.B. No. 269, folio 295.

3. Amended and Restated Harbor Court Maintenance Memorandum dated April 9, 1986 made by Harbor Court Associates and recorded among the land records aforesaid on June 6, 1986 in Liber S.E.B. No. 893, folio 549, and any supplements thereto.

11. Units Subject to Declaration, By-Laws and Rules. All present and future owners, tenants, and other occupants of Units shall be subject to, and shall comply with, the provisions of the "Act", of this Declaration and By-Laws, and any Amendments thereto, and the Rules as provided for in the By-Laws, as they may be amended from time to time. The acceptance of a deed, or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration and By-Laws and any Amendments thereto, and the Rules, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or other occupant; and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

12. Membership and Voting in Council of Unit Owners. Each Owner of a Unit shall automatically, upon becoming the Owner of a Unit or Units, be a member of the Council of Unit Owners of this Condominium Regime (hereinafter referred to as the "Council") and shall remain a member of said Council until such time as his ownership ceases for any reason, at which time his membership in said Council shall automatically cease. Each Unit in each phase shall have one (1) vote at meetings of the Council and said one (1) vote is appurtenant to each Unit.

13. Notice to Mortgagees. All amendments to this Declaration affecting those limitations contained in Section 11-103(c)(1)(I) through (IV) of the Act, as amended, must be approved in writing by the holder of any mortgage or the Beneficiary or Trustee under any Deed of Trust on any Unit and said holder or Beneficiary or Trustees shall be given thirty (30) days written notice of any such proposed amendment or amendments prior to the meeting of the Council provided for in Paragraph 20 of this Declaration.

14. Exterior Modifications. Unit Owners may not make changes to the exterior of their Units or changes which would be visible from the exterior of a Unit without first obtaining

consent, in writing, of the Architectural Standards Committee, established in the By-Laws recorded herewith.

15. Maintenance by Owners.

A. The following items of maintenance shall be performed by the Unit Owners and such maintenance shall not be an item of Common Expense subject to the lien for assessments created herein:

1. Washing of the interior (Unit Side) of all exterior windows and glass door lites;

2. Painting, where applicable, the interior (Unit Side) surface of all doors; and

3. Maintenance only, of fireplaces, excluding flue stacks.

B. Expenses incurred by the Council for maintenance of Limited Common Elements may be assessed against the Unit Owner(s) who enjoy the exclusive right to use such Limited Common Elements. Assessments for charges incurred pursuant to this Paragraph 15.B. may be levied and enforced in the same manner as assessments for Common Expenses.

C. Notwithstanding subparagraph B, the Board of Directors of the Council of Unit Owners may, in its sole discretion, authorize the provision of certain services (such as but not limited to routine preventive maintenance and filter changes for heating and air conditioning heat pumps and routine cleaning and maintenance of limited common element parking spaces) for all Units, and in such event charges for such services may be assessed as Common Expenses provided such services are made available to all Unit Owners.

16. Parking Spaces and Storage Lockers.

A. Only a Unit Owner or his Tenant may own and use a parking space (which is a Limited Common Element as defined in Paragraph 7.F.4). Said parking space shall be numbered and that number shall be registered to the Unit Owner. The Secretary of the Council shall keep such a registry. Parking spaces may only be sold or leased to other Unit Owners or to the operator of the Parking Garage for monthly parking or to the owner of Phase 2, its successors and assigns. In accordance with other provisions of this Declaration, the owner of the Parking Garage may make such rules for operation of the Garage as are requisite and each Unit Owner, to the extent such rules apply, shall be bound to observe said rules and comply therewith.

B. Only a Unit Owner or his tenant may own and use a storage locker (which is a limited common element as defined in Paragraph 7.F.2.). Said storage locker shall be

numbered and that number shall be registered to the Unit Owner. The Secretary of the Council shall keep such a registry. Unit Owners shall have a right to place a lock on said storage locker to restrict its use to those to whom he shall give a key. Storage lockers may only be sold or leased to other Unit Owners or to the Owner of Phase 2, its successors and assigns. The Board shall have the right to make such rules governing the use of the storage lockers as are requisite, and each Unit Owner and the owner of Phase 2, its successors and assigns, to the extent such rules apply, shall be bound to observe said rules and comply therewith.

17. Additional Facilities. The Condominium Regime created by this Declaration, the By-Laws, and Plats recorded herewith is a part of a larger tract (See Exhibit 3 attached hereto and made a part hereof) which it is intended will, when fully constructed and developed, contain a hotel, health club, offices, and parking garage, in addition to this Condominium Regime, as fully expanded. The subdivision plat for Harbor Court, which is referenced in the aforesaid Exhibit 3, lists each of these facilities as "spaces" and describes their horizontal and vertical boundaries. It is the intention of the Developer for and on behalf of the Council of Unit Owners of The Towers at Harbor Court Condominium to enter into contracts with these "Additional Facilities" (hereinafter including the health club, hotel, offices, and parking garage) which contracts will provide Unit Owners with the ability to avail themselves of the services provided by these "Additional Facilities". There will exist at the time of recordation of this Declaration certain easements, covenants, conditions and restrictions previously referred to in Paragraph 10.C. of this Declaration which will govern certain aspects of the "Additional Facilities". It is the intention of the Developer to offer, by contract with the "Additional Facilities", to all Unit Owners membership in the health club on the same terms and conditions as are offered to all other members of the general public but only for so long as the health club exists and is accepting memberships and offering services to the general public. Any "user fees" and/or membership fees are voluntary and are subject to separate contract between the Unit Owner and the entity offering the service or membership.

18. Eminent Domain.

A. In this paragraph, the term "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding.

B. This Declaration specifically provides for an allocation of any award for a taking under the power of eminent domain of all or a part of the Condominium. This Declaration also provides for (1) reapportionment or other change of the Percentage Interests appurtenant to each Unit remaining after taking; (2) the rebuilding, relocation or restoration of any

improvements so taken in whole or in part; and (3) the termination of the Condominium Regime following any taking.

C. Unless otherwise provided in this Declaration any damages for a taking of all or part of a condominium shall be awarded as follows:

1. Each Unit Owner shall be entitled to the entire award for the taking of all or part of his respective Unit and for consequential damages to his Unit.

2. Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective Percentage Interests in the Common Elements.

3. Any award for the taking of General Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

D. Unless otherwise provided in this Declaration following the taking of a part of a Condominium, the Council of Unit Owners shall not be obligated to replace improvements taken but promptly shall undertake to restore the remaining improvements of the Condominium to a safe and habitable condition. Any costs of such restoration shall be a common expense.

E. Unless otherwise provided in this Declaration following the taking of all or a part of any Unit, the Percentage Interests appurtenant to the Unit shall be adjusted in proportion as the amount of floor area of the Unit so taken bears to the floor area of the Unit prior to the taking. The Council of Unit Owners promptly shall prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Unit. Subject to sub-paragraph G, (1) following the taking of part of a Unit the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit and (2) following the taking of all of a Unit the right to vote appurtenant to the Unit shall terminate.

F. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

G. Except to the extent specifically described in the Condemnation Declaration or grant in lieu thereof, a taking of all or part of a Unit may not include any of the Percentage Interests or votes appurtenant to the Unit.

19. Termination of Regime. Each Unit Owner in The Towers at Harbor Court Condominium covenants and agrees that abandonment or termination of the Regime herein created is

subject solely to and shall be accomplished in strict accordance with the Act.

20. Administration of Condominium. In accordance with the provisions of the By-Laws, the Condominium shall be operated like a non-stock business corporation, the Council being considered the corporation and the Unit Owners being considered the members. As provided in the By-Laws, the Unit Owners shall elect a Board of Directors.

21. Amendment of Declaration. Except as may otherwise be provided by the Act, this Declaration may be amended in the following manner:

A. For so long as Developer shall own all of the Units, Developer shall have the sole right to amend this Declaration (including any amendments altering the percentage of ownership in Common Elements) which amendment need only be signed and acknowledged by the Developer and recorded among the Land Records of Baltimore City, Maryland. Such amendment shall specifically refer to the recording date identifying this Declaration.

B. An amendment or amendments to this Declaration may be proposed by the Board of Directors, acting upon a vote of the majority of the Directors, or by the Unit Owners holding a majority of votes of the Units in the Council, whether meeting as the Council or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or any Unit Owners, such proposed amendment or amendments shall be transmitted to the President of the Council, or other officer of the Council in the absence of the President, who shall thereupon call a special meeting of the Council for a date not less than ten (10) days nor more than ninety (90) days, from receipt by him of the proposed amendment or amendments; and it shall be the duty of the Secretary to give to each Unit Owner written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days, nor more than ninety (90) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Unit Owner at his post office address as it appears on the books of the Council, the first class postage thereon prepaid. Any Unit Owner may, by written waiver of notice signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice of such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of eighty percent (80%) of the Unit Owners of the Council, as then constituted, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary for the

Council as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Land Records of Baltimore City, Maryland, such amendment or amendments to specifically refer to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form in which the same were placed on record by the Council shall be delivered to all of the Unit Owners and mailed to the holders of mortgages or Beneficiaries or Trustees under Deeds of Trust listed in the registry to be maintained in accordance with the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Unit Owner shall be recognized if such Unit Owner is not in attendance at such meeting, or represented thereat by written proxy, provided such written vote is delivered to the Secretary of the Council at or prior to such meeting.

C. Anything in sub-paragraph B to the contrary notwithstanding, amendments affecting those limitations contained in Section 11-103(c)(1)(I) through (IV) of the Act must be approved by written consent of all Unit Owners of the Council and all holders of mortgages or Beneficiaries or Trustees under Deeds of Trust on Units, as provided herein, in order for such amendment or amendments to become effective.

D. Anything in sub-paragraphs B and C which may imply to the contrary notwithstanding, any modification, supplement or amendment of and the giving of any consent or taking of any other action pursuant to or relating to the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated April 9, 1986 executed by Developer and recorded among the Land Records of Baltimore City, Maryland in Liber S.E.B. No. 893, Folio 406 or the Amended and Restated Harbor Court Maintenance Memorandum dated April 9, 1986 executed by Developer and recorded among said Land Records in Liber S.E.B. No. 893, Folio 549, shall not require a vote of the Council of Unit Owners and may be approved by a vote of the majority of a quorum of the Board of Directors of the Council; provided, however, should such Board of Directors in its sole discretion submit any proposal relating to said documents to a vote of the Council of Unit Owners, a vote of more than fifty percent (50%) of the Units actually voting on such proposal shall be deemed approval or disapproval as the case may be, and any abstention of voting on such proposal shall not affect such proposal.

22. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.

23. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

24. Compliance. This Declaration is set forth in compliance with the requirements of Section 11-101, et seq. of the "Act". In the event of any conflict between the Act and this Declaration, the provisions of the Act shall control.

25. Captions. The captions and Table of Contents contained in this Declaration are for convenience only, and are not part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

26. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS the hand and seal of said Developer as of the date first herein written.

WITNESS:

HARBOR COURT ASSOCIATES

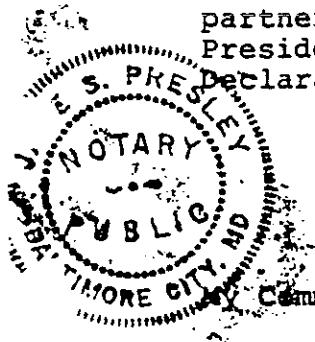
BY: MURDOCK DEVELOPMENT
CORPORATION, Managing General
Partner

Gene J. Presley

By: Robert G. Welling (SEAL)
Robert G. Welling,
Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 12th day of December, 1986, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared ROBERT G. WELLING, who acknowledged himself to be Vice President of Murdock Development Corporation, managing general partner of Harbor Court Associates, and that he, as such Vice President, being authorized so to do, executed the foregoing Declaration for the purposes therein contained, as its act.



Commission Expires: July 1, 1990

Jane S. Presley
Notary Public

THE TOWERS AT HARBOR COURT CONDOMINIUM
EXHIBIT "1"

216

Area 6A, Area 6B, Area 6D, Area 6E, Area 6F, Area 6G, Area 6H, Area 6J and Area 6K of Parcel 6 as shown on the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder 3067 on January 29, 1986, and those portions of Area 6C of said Parcel 6 known as Area 6C-3 (North Tower), Area 6C-4 (North Tower), Area 6C-5 (East Tower) and Area 6C-6 (East Tower) and more particularly described as follows:

Area 6C-3 (North Tower) of Area 6C: BEGINNING for the same at the beginning of the third line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with said third line and also the fourth, fifth and a part of the sixth line the following four (4) bearings and distances:

- (1) North $87^{\circ}22'45''$ East 56.92 feet;
- (2) South $02^{\circ}37'15''$ East 94.92 feet;
- (3) North $87^{\circ}22'45''$ East 0.67 feet; and
- (4) South $02^{\circ}37'15''$ East 79.45 feet; thence for a new line of division the following five (5) bearings and distances:
 - (5) South $87^{\circ}22'45''$ West 27.42 feet on the centerline of a stud wall and column line;
 - (6) North $02^{\circ}37'15''$ West 1.02 feet on the centerline of a stud wall;
 - (7) South $87^{\circ}22'45''$ West 17.97 feet on the centerline of a stud wall;
 - (8) South $02^{\circ}37'15''$ East 2.41 feet on the centerline of a stud wall; and
 - (9) South $87^{\circ}22'45''$ West 41.63 feet, on the south face of a brick wall and said south face extended westerly to intersect the first line of said Area; thence running with a part of said first line
- (10) North $03^{\circ}18'00''$ West 16.05 feet; thence binding on the second line of said Area
- (11) North $07^{\circ}53'08''$ East 162.43 feet to the point of beginning.

COMMENCING at Elevation 84.625 ascending to Elevation 319.00 with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 12,815.7 square feet more or less.

Area 6C-4 (North Tower) of Area 6C: BEGINNING for the same at the beginning of the third line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with said third line and also the fourth, fifth and a part of the sixth line the following four (4) bearings and distances:

- (1) North $87^{\circ}22'45''$ East 56.92 feet;
- (2) South $02^{\circ}37'15''$ East 94.92 feet;
- (3) North $87^{\circ}22'45''$ East 0.67 feet; and
- (4) South $02^{\circ}37'15''$ East 47.73 feet; thence for a new line of division the following three (3) bearings and distances:
 - (5) South $87^{\circ}22'45''$ West 55.43 feet on the centerline of a stud wall;
 - (6) South $02^{\circ}37'15''$ East 0.61 feet to the south face of a brick wall; and
 - (7) South $87^{\circ}22'45''$ West 28.73 feet on the south face of said brick wall extended westerly to intersect the second line of said Area; thence binding on a portion of said second line
- (8) North $07^{\circ}53'08''$ East 145.70 feet to the point of beginning.

COMMENCING at Elevation 319.00 ascending to unlimited height with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 10,055.8 square feet more or less.

Area 6C-5 (East Tower) of Area 6C: BEGINNING for the same at the beginning of the ninth line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said ninth line

- (1) South $87^{\circ}22'45''$ West 110.50 feet; thence for a new line of division the following five (5) bearings and distances:
 - (2) North $02^{\circ}37'15''$ West 47.99 feet on the centerline of a stud wall and said wall extended southerly;
 - (3) North $87^{\circ}22'45''$ East 7.61 feet on the centerline of a stud wall;
 - (4) North $02^{\circ}37'15''$ West 2.12 feet on the centerline of a stud wall;
 - (5) North $87^{\circ}22'45''$ East 6.39 feet on the centerline of a stud wall and the south side of a chase; and
 - (6) North $02^{\circ}37'15''$ West 26.31 feet on the centerline of a stud wall to intersect the seventh line of said Area; thence running with said line
 - (7) North $87^{\circ}22'45''$ East 96.50 feet; thence
 - (8) South $02^{\circ}37'15''$ East 76.42 feet on the eighth line of said Area to the point of beginning.

COMMENCING at Elevation 84.625 ascending to Elevation 319.00 with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 8,059.9 square feet more or less.

Area 6C-6 (East Tower) of Area 6C: BEGINNING for the same at the beginning of the ninth line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said ninth line

- (1) South $87^{\circ}22'45''$ West 98.84 feet; thence for a new line of division the five (5) following bearings and distances:
 - (2) North $02^{\circ}37'15''$ West 21.60 feet along the west face of a brick wall and said wall extended southerly;
 - (3) North $87^{\circ}22'45''$ East 0.38 feet to the centerline of a stud wall;
 - (4) North $02^{\circ}37'15''$ West 31.75 feet on said centerline;
 - (5) North $87^{\circ}22'45''$ East 14.93 feet on the centerline of a stud wall and the south side of a chase; and
 - (6) North $02^{\circ}37'15''$ West 23.07 feet on the centerline of a stud wall to intersect the seventh line of said Area; thence binding on a part of said seventh line
 - (7) North $87^{\circ}22'45''$ East 83.53 feet; thence binding on the eighth line of said Area
 - (8) South $02^{\circ}37'15''$ East 76.42 feet to the point of beginning.

EXHIBIT "1"

COMMENCING at Elevation 319.00 ascending to unlimited height with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 7,188.1 square feet more or less

TOGETHER WITH AND SUBJECT TO the benefits and burdens of: Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 4-9-86, made by Harbor Court Associates, recorded 6-6-86 in Liber S.E.B. No. 893, folio 406.; First Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 7-24-86, made by Harbor Court Associates, recorded 8-14-86 in Liber S.E.B. No. 958, folio 162; Second Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 9-19-86, made by Harbor Court Associates, recorded 10-31-86 in Liber S.E.B. No. 1031, folio 281; Third Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 10-30-86, made by Harbor Court Associates, recorded 11-13-86 in Liber S.E.B. No. 1066, folio 402. Fourth Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 11-17-86, made by Harbor Court Associates, recorded 11-26-86 in Liber S.E.B. No. 1081, folio 581; Amended and Restated Harbor Court Maintenance Memorandum dated 4-9-86 made by Harbor Court Associates, recorded 6-6-86 in Liber S.E.B. No. 893, folio 549; First Supplement to Amended and Restated Harbor Court Maintenance Memorandum dated 7-24-86, made by Harbor Court Associates, recorded 8-14-86 in Liber S.E.B. No. 958, folio 177; Disposition and Development Agreement dated 7-14-82 between the Mayor and City Council of Baltimore and David H. Murdock dba David H. Murdock Development Company recorded 8-2-84 in Liber S.E.B. No. 269, folio 289; Amendatory Agreement dated 7-25-84 between the Mayor and City Council of Baltimore and Murdock Development Company recorded 8-2-84 in Liber S.E.B. No. 269, folio 295; Assignment & Assumption of Disposition and Development Agreement, from Murdock Development Company to Harbor Court Associates, dated 7-30-84 recorded 8-2-84 in Liber S.E.B. No. 269, folio 363; and Amendment to Deed and Agreement dated 9-16-86 between Harbor Court Associates and the Mayor and City Council of Baltimore recorded 11-14-86 in Liber S.E.B. No. 1031, folio 274.

DECLARATION FOR THE TOWERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>		<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>	
EAST		Phase 1	Phase 1 and 2	EAST		Phase 1	Phase 1 and 2
	700	.49	.35		1803	.53	.38
	701	.57	.41		1901	1.06	.76
	702	.72	.52		1902	.72	.52
	703	.53	.38		1903	.53	.38
	801	1.06	.76		2000	.49	.35
	802	.72	.52		2001	.57	.41
	803	.53	.38		2002	.72	.52
	901	1.06	.76		2003	.53	.38
	902	.72	.52		2101	1.06	.76
	903	.53	.38		2102	.72	.52
	1001	1.06	.76		2103	.53	.38
	1002	.72	.52		2200	.49	.35
	1003	.53	.38		2201	.57	.41
	1101	1.06	.76		2202	.72	.52
	1102	.72	.52		2203	.53	.38
	1103	.53	.38		2301	1.06	.76
	1201	1.06	.76		2302	.72	.52
	1202	.72	.52		2303	.53	.38
	1203	.53	.38		2400	.49	.35
	1401	1.06	.76		2401	.57	.41
	1402	.72	.52		2402	.72	.52
	1403	.53	.38		2403	.53	.38
	1501	1.06	.76		2500	.49	.35
	1502	.72	.52		2501	.57	.41
	1503	.53	.38		2502	.72	.52
	1601	1.06	.76		2503	.53	.38
	1602	.72	.52		2600	.49	.35
	1603	.53	.38		2601	.57	.41
	1701	1.06	.76		2602	.72	.52
	1702	.72	.52		2603	.53	.38
	1703	.53	.38		2701	2.24	1.63
	1800	.49	.35		2801	1.64	1.18
	1801	.57	.41		2901	1.64	1.18
	1802	.72	.52				

DECLARATION FOR THE TOWERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses		<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses	
NORTH		Phase 1	Phase 1 and 2	NORTH		Phase 1	Phase 1 and 2
	707	.82	.59		2307	.82	.59
	708	.79	.57		2308	.79	.57
	709	.82	.59		2309	.82	.59
	807	.82	.59		2407	.82	.59
	808	.79	.57		2408	.79	.57
	809	.82	.59		2409	.82	.59
	907	.82	.59		2507	.82	.59
	908	.79	.57		2508	.79	.57
	909	.82	.59		2509	.82	.59
	1007	.82	.59		2607	.82	.59
	1008	.79	.57		2608	.79	.57
	1009	.82	.59		2609	.82	.59
	1107	.82	.59		2707	.81	.58
	1108	.79	.57		2708	.82	.59
	1109	.82	.59		2807	.81	.58
	1207	.82	.59		2808	.82	.59
	1208	.79	.57		M201	.58	.42
	1209	.82	.59		M301	.58	.42
	1407	.82	.59				
	1408	.79	.57				
	1409	.82	.59				
	1507	.82	.59				
	1508	.79	.57				
	1509	.82	.59				
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	1709	.82	.59				
	1807	.82	.59				
	1808	.79	.57				
	1809	.82	.59				
	1907	.82	.59				
	1908	.79	.57				
	1909	.82	.59				
	2007	.82	.59				
	2008	.79	.57				
	2009	.82	.59				
	2107	.82	.59				
	2108	.79	.57				
	2109	.82	.59				
	2207	.82	.59				
	2208	.79	.57				
	2209	.82	.59				

DECLARATION FOR THE TOWERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses	<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses
SOUTH		Phase 1 Phase 1 and 2	SOUTH		Phase 1 Phase 1 and 2
	704	- .42		2304	- .42
	705	- .36		2305	- .36
	706	- .55		2306	- .55
	804	- .42		2404	- .42
	805	- .36		2405	- .36
	806	- .55		2406	- .55
	904	- .42		2504	- .42
	905	- .36		2505	- .36
	906	- .55		2506	- .55
	1004	- .42		2604	- .42
	1005	- .36		2605	- .36
	1006	- .55		2606	- .55
	1104	- .42		2704	- 1.04
	1105	- .36		2705	- 1.09
	1106	- .55		2804	- .64
	1204	- .42			
	1205	- .36		TOTAL	100.00 100.00
	1206	- .55			
	1404	- .42			
	1405	- .36			
	1406	- .55			
	1504	- .42			
	1505	- .36			
	1506	- .55			
	1604	- .42			
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	1904	- .42			
	1905	- .36			
	1906	- .55			
	2004	- .42			
	2005	- .36			
	2006	- .55			
	2104	- .42			
	2105	- .36			
	2106	- .55			
	2204	- .42			
	2205	- .36			
	2206	- .55			

LINEN 1 U S C 1 TRADES J J C ✓

DECLARATION FOR THE TOWERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 3

The Amended Subdivision Plat for Harbor Court recorded among the Land records of Baltimore City in Plat Pocket Folder No. 3067, containing Parcel 1 through Parcel 6; which plat was recorded on January 29, 1986.

CONSENT OF TRUSTEE AND BENEFICIARY

The undersigned JAMES RICHARD O'NEILL, a resident of Montgomery County, Maryland, acting in his capacity as duly appointed "Trustee" pursuant to that certain Deed of Trust dated July 23, 1984 and recorded among the Land Records of Baltimore City in Liber SEB No. 269, Folio 420, and pursuant to that certain Deed of Trust dated May 31, 1985 and recorded among said Land Records in Liber SEB No. 549, Folio 216, both made by HARBOR COURT ASSOCIATES, a Maryland General Partnership, as "Trustor," and the undersigned CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting in its capacity as "Beneficiary" under the aforesaid deeds of trust, hereby:

(a) consent to the execution, ensealing, acknowledgment and recordation among the said Land Records of the foregoing Declaration for The Towers at Harbor Court Condominium made by Harbor Court Associates as "the Developer" named therein, and to the resulting subjection of the real property which is described in Exhibit 1 thereto to a condominium regime pursuant to the provisions of the Maryland Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended; and

(b) agree that, by such recordation, their respective interests in and to the said real property under the provisions of such deeds of trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in and to (1) each unit of the condominium regime created by such recordation, and (2) the respective undivided percentage interest in the common elements of such condominium which is attendant to each such unit, all as set forth in the provisions of such Declaration, and all in accordance with their interest as they appear in such deeds of trust.

Nothing in the foregoing provisions of this Consent shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or of joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustee and Beneficiary has executed and ensealed this Consent or has caused it to be executed and ensealed on its behalf by its duly authorized representatives as of the 25th day of November, 1986.

WITNESS:

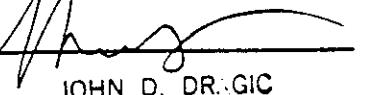
Christine Dragic


James Richard O'Neill, Trustee

Continental Illinois National Bank
and Trust Company of Chicago,
a national banking association

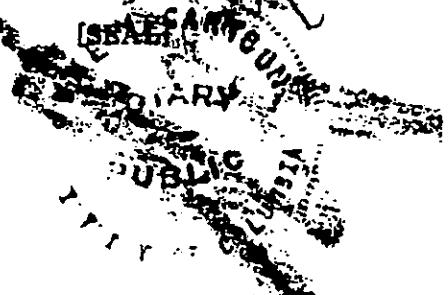
By:

Title:


JOHN D. DRAGIC
VICE PRESIDENT

DISTRICT OF COLUMBIA)
) SS.
)

I HEREBY CERTIFY, that on this 9th day of December, 1986 before me, the subscriber, a Notary Public of the District of Columbia, in and for the District of Columbia, personally appeared James Richard O'Neill, and he acknowledged execution of the foregoing consent as his voluntary act and deed in his capacity as Trustee.


June M. Hartman
Notary Public

My Commission Expires: 10/14/91

STATE OF ILLINOIS)
) SS.
County of Cook)

On November 25, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared John D. Driscoll personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President on behalf of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its board of directors in its capacity as Beneficiary.

WITNESS my hand and official seal.


Caroline Froncisz
Notary Public in and for
said County and State

My Commission Expires Sept 18, 1989

Recorded 8-14-86
Liber SEB# 958, folio

When recorded return to:
 L. Penton
 Murdock Development Corporation
 10900 Wilshire, #1600
 Los Angeles, CA 90024

FIRST SUPPLEMENT TO
 AMENDED AND RESTATED DECLARATION OF
 EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

This agreement (herein "First Supplement to the CC&Rs") is made, given and accepted as of July 24, 1986, by Harbor Court Associates, a general partnership ("Grantor").

On April 9, 1986, Grantor made, gave and accepted that certain Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among the Land Records of Baltimore City in Liber S.E.B. No. 0893, Folio 406 on June 6, 1986 ("CC&Rs") with respect to parcels of land and air space known as Parcels 1 through 6 as shown on that certain Amended Subdivision Plat of Harbor Court dated November 25, 1985 and recorded in the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 29, 1986 ("Amended Subdivision Plat").

Except as herein set forth, all capitalized terms used herein shall have the meaning as defined in the CC&Rs.

The apartment living units of the Condo Project are located within a structure which consists essentially of three towers, the North Tower, the East Tower and the South Tower, each with its separate core of stairs and elevators, and all located within air space Area 6C of Parcel 6 except for a portion of the North Tower located within air space Area 6D of Parcel 6, two apartment living units in the North Tower which are located within the Office Space (which is Parcel 5) and certain common areas related to the apartment living units of the Condo Project which are also located within the Office Space.

Grantor has determined that the Condominium Regime for the Condo Project, to be known as The Towers at Harbor Court, may be expandable, having two phases. Exhibit AA, Exhibit BB and Exhibit CC attached hereto and incorporated herein by reference are copies of plats of survey (including legal descriptions) prepared by Donald E. Finch, Registered Land Surveyor No. 8657, of Century Engineering, Inc. Two-page Exhibit AA identifies and shows the locations of six resubdivided areas of Area 6C of Parcel 6 within which portions of the South Tower, North Tower and East Tower of the Condo Project are located. On Exhibit AA the areas identified as Area 6C-1 and Area 6C-2 are that portion of Area 6C within which a portion of the South Tower of the Condo Project is located, and said Area 6C-2 includes portions of apartment living units in the South Tower which extend over portions of the North Tower and East Tower. On Exhibit AA the areas identified as Area 6C-3 and Area 6C-4 are that portion of Area 6C within which a portion of the North Tower of the Condo Project are located, excluding from Area 6C-4 the extension of an apartment living unit in the South Tower. On Exhibit AA the areas identified as Area 6C-5 and Area 6C-6 are that portion of Area 6C within which a portion of the East Tower of the Condo Project are located, excluding from Area 6C-6 the extension of an apartment living unit in the South Tower. Two-page Exhibit BB shows the legal descriptions of Area 6C-1 and Area 6C-2 (South Tower). Four-page Exhibit CC shows the legal descriptions of Area 6C-3 and Area 6C-4 (North Tower) and Area 6C-5 and Area 6C-6 (East Tower).

The first of such phases of the Condominium Regime of the Condo Project which may be established shall include all of Parcel 6 as shown on the Amended Subdivision Plat EXCEPT Area 6C-1 and Area 6C-2 (as said Areas 6C-1 and 6C-2 are more particularly defined on Exhibit AA and Exhibit BB), together with all easements and appurtenances to the Condo Space as granted by the CC&Rs and the Redevelopment Agreement (herein "Condo Phase 1"). Until such time as Areas 6C-1 and 6C-2 of Parcel 6 (herein "Phase 2") are added to the Condominium Regime of the Condo Project by Grantor, or its successors in interest to Phase 2, the Condo Project shall not include Phase 2 although said Phase 2 remains part of the "Condo Space" as said term is defined in the CC&Rs.

As all of the one hundred ninety (190) Condominium Units of the Condo Project are described in the Public Offering Statement for The Towers at Harbor Court, the Common Elements appurtenant to all of the one hundred thirty (130) units in Condo Phase 1 aggregate 71.96% of the Common Elements of the Condo Project and the Common Elements appurtenant to all of the sixty (60) units in Phase 2 aggregate 28.04% of the Common Elements of the Condo Project. Common Elements of the Condo Project are sometimes referred to herein as "common areas." As constructed for occupancy, some Condominium Units have been combined so that certain of the apartment living units of the Condo Project encompass more than one Condominium Unit.

Reference is made to Section 4.2 of the CC&Rs with respect to the Maintenance Memorandum. The Grantor has executed an instrument of even date herewith and captioned First Supplement to Amended and Restated Harbor Court Maintenance Memorandum (the "First Supplement to the Maintenance Memorandum"), which is being recorded approximately concurrently herewith among the Land Records of Baltimore City. Article II of the First Supplement to the Maintenance Memorandum affects Condo Phase 1 and Phase 2 with respect to certain shared costs until such time as Phase 2 is added to the Condominium Regime of the Condo Project.

Grantor desires to modify and amend the CC&Rs to include certain clarifications as set forth in Article I below and to provide for the phasing of the Condo Project as set forth in Article II below, and Grantor hereby declares that the CC&Rs is hereby amended in the following respects.

ARTICLE I

1. All references in the CC&Rs (including without limitation such references in Sections 1.40, 3.15.1, 6.2 and 7.2 thereof) and all references in Article II of this First Supplement to the CC&Rs to the "condominium owners' association" shall be deemed to mean the Council of Unit Owners of the Condominium Regime of the Condo Project. Any modification, supplement or amendment of the CC&Rs and the giving of any consent or other action taken or required to be taken pursuant to or relating to the CC&Rs shall be binding upon the Council of Unit Owners of the Condominium Regime of the Condo Project if executed by an officer of such Council duly authorized by the Board of Directors of such Council or, if so authorized by such Board of Directors, if executed by the professional Management Agent for the Council of Unit Owners of the Condominium Regime of the Condo Project.

2. Reference is made to Exhibits 1 through 43 attached to the CC&Rs and referred to in Article III of the CC&Rs, being copies of plats of survey showing the locations and legal descriptions of certain of the easements granted in the CC&Rs. In the event of any conflict between the narrative legal description and the drawing or map of any such Exhibit, the drawing or map shall prevail. Not by way of limitation of the foregoing, the following conflicts have been identified and are hereby corrected:

- (a) Course (2) on Page 2 of Exhibit 1 should read "South 87°22'45" West 5.80 feet on the north face of a stud line" (instead of South 87°33'45" West);
- (b) Course (11) on Page 2 of Exhibit 33 should read "North 02°37'15" West 13.78 feet on the east face of a stud line" (instead of the south face of a stud line);
- (c) Course (12) on Page 2 of Exhibit 33 should read "North 87°22'45" East 2.08 feet on the south face of a stud line" (instead of the east face of a stud line); and
- (d) Course (3) on Page 2 of Exhibit 37 should read "South 02°37'15" East 17.96 feet on the west face of a block wall" (instead of the east face of a block wall).

ARTICLE II

1. The following is hereby added to the end of Section 1.29:

"Area 6C-1" (being the lower elevation of the South Tower of the Condo Project within Area 6C) and "Area 6C-2" (being the upper elevation of the South Tower of the Condo Project within Area 6C) are those portions of Area 6C so designated on Exhibit AA and legally described on Exhibit BB attached to the First Supplement to the CC&Rs. "Area 6C-3" (being the lower elevation of the North Tower of the Condo Project within Area 6C), "Area 6C-4" (being the upper elevation of the North Tower of the Condo Project within Area 6C), "Area 6C-5" (being the lower elevation of the East Tower of the Condo Project within Area 6C) and "Area 6C-6" (being the upper elevation of the East Tower of the Condo Project within Area 6C) are those portions of Area 6C so designated on Exhibit AA and legally described on Exhibit CC attached to the First Supplement to the CC&Rs.

2. The following is hereby added to the end of Section 1.40:

Provided, however, that if the condominium owners' association of the Condo Project is in existence but Phase 2 has not been added thereto, the condominium owners' association shall have no authority to execute documents, give consents or take actions hereunder with respect to that portion of the Condo Space which is Phase 2, and the Owner of Phase 2 shall have all authority with respect to Phase 2 until such time as Phase 2 is added to the condominium owners' association or Condominium Regime of the Condo Project.

3. As the Owner of all of Parcels 2 through 6 as shown on the Amended Subdivision Plat, for clarity Grantor declares that all easements granted within the CC&Rs for the benefit of the Condo Space shall benefit both Condo Phase 1 and Phase 2.

4. The Owner of Condo Phase 1 and the Owner of Phase 2, for themselves and their successors and assigns, hereby grant to each other and their successors and assigns (for the respective benefit of Condo Phase 1 and Phase 2): (a) an easement for the construction, use and maintenance of all walls along the division lines between Condo Phase 1 and Phase 2 as common walls, it being the obligation of each of said parties to maintain and repair that portion of any such wall facing the party's property and to restore at its cost and expense any damage to any such wall caused by that party, its members, tenants, invitees or licensees; (b) an easement for Utility Conduits, including

without limitation certain integrated Utility Conduits which serve both Condo Phase 1 and Phase 2, (c) the right to the use of water and certain electricity serving all of the Condo Project and which are metered to and to be paid by Condo Phase 1 subject to reimbursement of a portion of the costs thereof by Phase 2, (d) the right to the common use of ventilating systems, sprinkler systems and other life safety and security systems which may be integrated and not easily separable as to Condo Phase 1 and Phase 2, (e) an easement to use the walls, floors, footings, foundations and supports of either Condo Phase 1 and Phase 2 as support for improvements of Condo Phase 1 and Phase 2, (f) easements and rights for the purposes set forth in Section 3.15.1 of the CC&Rs (it being understood that Room C25-25 is located in Condo Phase 1) and subject to the covenants set forth in Section 3.15.2 of the CC&Rs, (g) an easement for necessary roof drains and mutual storm drainage, and (h) an easement through Condo Phase 1 and Phase 2 reasonably necessary for the construction, maintenance, repair and replacement of respective improvements of Condo Phase 1 and Phase 2.

5. The Owner of Condo Phase 1 for itself and its successors and assigns hereby grants to the Owner of Phase 2 and its successors and assigns (for the benefit of Phase 2):

(a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of Elevators 8 and 9 and Stairs 15 and 16 as shown on the Plans and more specifically located as to floors 2 through 5 (South Tower core) on Exhibits 7, 8, 9 and 10 attached to the CC&Rs, and as to such location on the first floor, being below the easement area described on said Exhibit 7 and within the easement area described on Exhibit 2 attached to the CC&Rs;

(b) a non-exclusive easement for ingress to and egress from the Phase 2 improvements through entrances and corridors on the first floor of Condo Phase 1 and along and across Area 6B (the Park);

(c) a non-exclusive easement for ingress to and egress from and use of the Condo Parking except the limited common element parking spaces thereof specifically assigned to a condominium unit of Condo Phase 1 other than condominium Unit No. M201, with the right to use such parking spaces assigned to Unit No. M201 as Grantor, its successors and assigns in interest to Unit No. M201 may permit or assign to Phase 2, but in no event less than sixty (60) of such parking spaces;

(d) a non-exclusive easement for use of Elevator 14 as shown on the Plans and its corridors and lobby areas;

(e) an exclusive easement for access to and use of such limited common element storage lockers on the 6th floor or 6th floor mezzanine of the Condo Project (within Area 6C) as may be located within Condo Phase 1 and assigned to Unit No. M201 to the extent the use thereof is assigned to apartment living units located within Phase 2;

(f) a non-exclusive easement for use of the corridors on the 6th floor of Condo Phase 1 improvements for access to Phase 2 and to any storage lockers located within Condo Phase 1 which are assigned to Phase 2;

(g) a non-exclusive easement for access to and use of the Condo Space Trash Room, the location for which is shown on Exhibit 36 attached to the CC&Rs;

(h) the right to use of services provided by the Central Plant; and

(i) an easement for non-exclusive use in common with others of that portion of the Park which is contiguous to Charles Street and northerly of the Office Space and any loading dock owned by Condo Phase 1 related thereto for loading and unloading purposes of the Owner or occupants of Phase 2.

6. The Owner of Phase 2 for itself and its successors and assigns hereby grants to the Owner of Condo Phase 1 and its successors and assigns (for the benefit of Condo Phase 1):

(a) a non-exclusive easement for use of the corridors on the 6th floor of Phase 2 improvements for access to Condo Phase 1; and

(b) an exclusive easement for access to and use of the following sixth floor rooms of Phase 2 improvements as shown on the Plans (being the multi-purpose or meeting room for the Condo Project and its contiguous restrooms and storage): C6-15 meeting room (as to the portion thereof located within Phase 2), C6-16 and C6-17 restrooms, and C6-18 storage; provided, however, that all costs of upkeep, maintenance and operation of such rooms shall be paid by the Owner of Condo Phase 1.

7. The provisions of Sections 3.16 through 3.21 of the CC&Rs do and shall apply to and as between Condo Phase 1 and Phase 2 as if specifically recited therein.

8. The Owner of Condo Phase 1 for itself and its successors and assigns hereby covenants with the Owner of Phase 2 and its successors and assigns (for the benefit of Phase 2) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on or jeopardize support of Phase 2 improvements and it will not unreasonably interfere with operation of Phase 2.

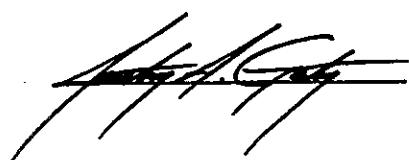
9. The Owner of Phase 2 for itself and its successors and assigns hereby covenants with the Owner of Condo Phase 1 and its successors and assigns (for the benefit of Condo Phase 1) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on or jeopardize support of Condo Phase 1 improvements and it will not unreasonably interfere with operation of Condo Phase 1.

10. This Article II of this First Supplement to the CC&Rs shall only be effective with the recordation of condominium plats and Declaration for The Towers at Harbor Court Condominium and then only provided said plats and Declaration establish an expandable condominium regime.

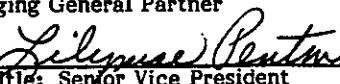
11. Notwithstanding Section 10.1 of the CC&Rs, at such time as Phase 2 is added to the owners' association or regime of the Condo Project, all easements created by this First Supplement to the CC&Rs affecting only Condo Phase 1 and Phase 2 shall merge. At such time as Phase 2 is so added, all provisions of this Article II shall terminate and be of no further force or effect.

HARBOR COURT ASSOCIATES

Witness:



By: Murdock Development Corporation,
a Delaware corporation,
Managing General Partner

By: 
Title: Senior Vice President

When recorded return to:
 L. Penton
 Murdock Development Corporation
 10900 Wilshire, #1600
 Los Angeles, California 90024

**SECOND SUPPLEMENT TO
AMENDED AND RESTATED DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

This agreement is made, given and accepted as of September 19, 1986, by Harbor Court Associates, a general partnership ("Grantor").

On April 9, 1986, Grantor made, gave and accepted that certain Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among the Land Records of Baltimore City in Liber S.E.B. No. 0893, Folio 406 on June 6, 1986 ("CC&Rs") with respect to parcels of land and air space known as Parcels 1 through 6 as shown on that certain Amended Subdivision Plat of Harbor Court dated November 25, 1985 and recorded among said Land Records in Plat Pocket Folder S.E.B. No. 3067 on January 29, 1986, and on July 24, 1986, Grantor made, gave and accepted that certain First Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among said Land Records in Liber S.E.B. 958, Folio 162 on August 15, 1986.

Grantor desires to modify and amend the CC&Rs and hereby declares that the CC&Rs is hereby amended in the following respects.

1. Through error Area 4D is not mentioned in Article I and therefore Section 1.26 is hereby amended to read as follows: "Area 4C" and "Area 4D" are those portions of Parcel 4 so designated on Exhibit D.
2. The plat of survey of Easement No. 19 for the location of the Health Club swimming pool structure in Condo Parking referred to in Section 3.13.2 and copy of which is attached as Exhibit 42 of the CC&Rs contains errors of survey in the drawing and narrative legal description in that the correct location of said easement is in Parcel 6 and not in Parcel 3. Exhibit 42 as attached to the CC&Rs is hereby deleted in its entirety and Amended Exhibit 42 attached hereto is hereby substituted therefor.

Witness:

HARBOR COURT ASSOCIATES

By: Murdock Development Corporation
 a Delaware corporation,
 Managing General Partner

By:
 Senior Vice President

CSIR # B-REC 2
 MISC #44480 CJ18 R00
 16

STATE OF CALIFORNIA)
) SS.
 County of Los Angeles)

On this the 19th day of September, 1986, before me, Barbara Zeni, the undersigned Notary Public in and for said State, personally appeared Lilymae Penton, Senior Vice President of Murdock Development Corporation which in turn is a general partner of Harbor Court Associates, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the partnership and of the corporation acting in its capacity as its general partner and that she, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.



Barbara Zeni
Notary Public

CONSENT OF MORTGAGEE

The undersigned JAMES RICHARD O'NEILL, a resident of Montgomery County, Maryland, acting in his capacity as duly appointed "Trustee" pursuant to that certain Deed of Trust dated July 23, 1984 and recorded among the Land Records of Baltimore City in S.E.B. 0269, Folio 420, and pursuant to that certain Deed of Trust dated May 31, 1985 and recorded among said Land Records in Liber S.E.B. 549, Folio 216, both made by HARBOR COURT ASSOCIATES, a Maryland General Partnership, as "Trustor," to the undersigned as "Trustee" for the benefit of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as "Beneficiary," acting upon the written instruction of said Beneficiary, hereby consents to and approves the foregoing Second Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions made by Harbor Court Associates.

Witness:

Eileen F. Ault

James Richard O'Neill
James Richard O'Neill, Trustee

DISTRICT OF COLUMBIA)
) SS.
)

I HEREBY CERTIFY, that on this 30th day of Sept., 1986 before me, the subscriber, a Notary Public of the District of Columbia, in and for the District of Columbia, personally appeared James Richard O'Neill, and he acknowledged execution of the foregoing consent as his voluntary act and deed in his capacity as Trustee.

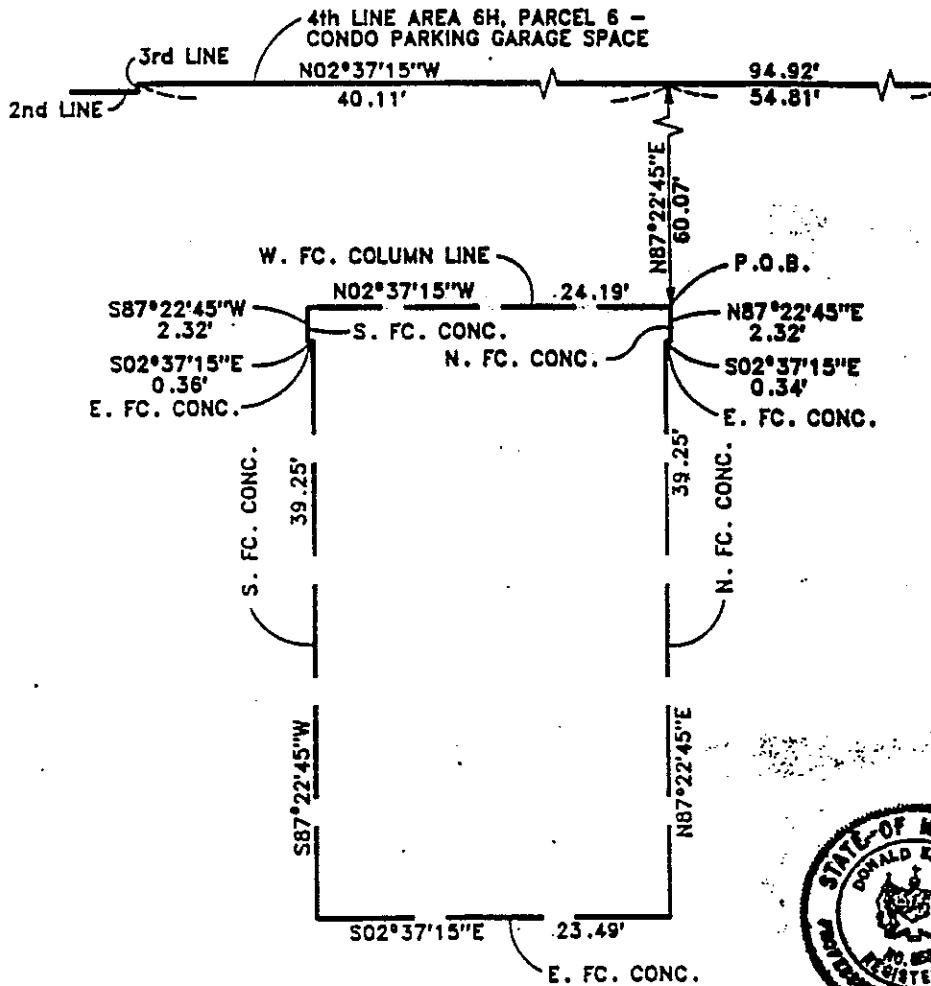
AS WITNESS, my hand and Notarial Seal.

(SEAL)

Reese Gillett
Notary Public

My Commission Expires: 7/31/86

PLAT OF SURVEY - EASEMENT NO. 19
PARKING SEVENTH FLOOR LEVEL



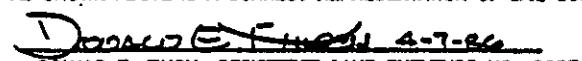
COMMENCING AT ELEVATION 78.77 ASCENDING
TO ELEVATION 84.00 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

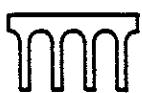
978.1 SQ. FEET

REVISED 9-18-86 SF

SCALE: 1"=10'
DATE: 4-7-86
PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION
I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY.


DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 6 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT
BLOCK 876, SECTION 1, WARD 2
BALTIMORE, MARYLAND

EASEMENT NO. 19

PARKING SEVENTH FLOOR LEVEL

376
BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the fourth line of Area 6H, Parcel 6 - Condo Parking Garage Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 02°37'15" West 40.11 feet with said fourth line and North 87°22'45" East 60.07 feet perpendicular to said fourth line to said point of beginning; thence running over and across said Parcel 6 the following eight (8) bearings and distances:

- (1) North 87°22'45" East 2.32 feet on the north face of concrete;
- (2) South 02°37'15" East 0.34 feet on the east face of concrete;
- (3) North 87°22'45" East 39.25 feet on the north face of concrete;
- (4) South 02°37'15" East 23.49 feet on the east face concrete;
- (5) South 87°22'45" West 39.25 feet on the south face of concrete;
- (6) South 02°37'15" East 0.36 feet on the east face of concrete;
- (7) South 87°22'45" West 2.32 feet on the south face of concrete;
- (8) North 02°37'15" West 24.19 feet on the west face of column line to the point of beginning.

COMMENCING at Elevation 78.77 ascending to Elevation 84.00 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Areas 6H and 6F, Parcel 6, Condo Parking Garage Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 978.1 square feet more or less.

When recorded return to:
L. Penton
Murdock Development Corporation
10900 Wilshire, #1600
Los Angeles, CA 90024

THIRD SUPPLEMENT TO
AMENDED AND RESTATED DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

This agreement (herein "Third Supplement to the CC&Rs") is made, given and accepted as of October 30, 1986, by Harbor Court Associates, a general partnership ("Grantor").

On April 9, 1986, Grantor made, gave and accepted that certain Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among the Land Records of Baltimore City in Liber S.E.B. No. 0893, Folio 406 on June 6, 1986 ("CC&Rs") with respect to parcels of land and air space known as Parcels 1 through 6 as shown on that certain Amended Subdivision Plat of Harbor Court dated November 25, 1985 and recorded in the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 29, 1986 ("Amended Subdivision Plat"); on July 24, 1986, Grantor made, gave and accepted that certain First Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among said Land Records in Liber S.E.B. No. 958, Folio 162 on August 14, 1986; and on September 19, 1986, Grantor made, gave and accepted that certain Second Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among said Land Records in Liber S.E.B. No. 1031, Folio 281 on October 14, 1986.

Except as herein set forth, all capitalized terms used herein shall have the meaning as defined in the CC&Rs.

Grantor desires to modify and amend the CC&Rs to add certain easements and hereby declares that the CC&Rs is hereby amended in the following respects:

1. The following provisions are hereby added immediately following Section 3.7:

Section 3.7A. Grant Burdening Parcel 4 Benefitting Parcel 6.

Section 3.7A.1. Condo Window Projections. The Owner of the Health Club Space for itself and its successors and assigns hereby grants to the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of windows of certain apartment living units of the Condo Project which project into the Health Club Space. The approximate location of such Condo Project windows is shown on the copy of the Plat of Survey of Easement No. 21 attached as Exhibit 44.

Section 3.7A.2. The Owner of the Condo Space for itself and its successors and assigns hereby covenants with the Owner of the Health Club Space and its successors and assigns (for the benefit of the Health Club Space) that in exercising the rights herein granted it will not unreasonably interfere with operation of the Health Club.

2. The following provisions are hereby added immediately following Section 3.13.3:

Section 3.13A. Additional Grant Burdening Parcel 6 Benefiting Parcel 4.

Section 3.13A.1. Health Club Staging Area. In recognition that completion of construction of the Health Club may occur following substantial completion of

construction of the Condo Project (including Condo Parking) and desiring to minimize disturbance of operation of the Condo Parking, in addition to the rights granted in Section 3.13.1 above, the Owner of the Condo Space for itself and its successors and assigns hereby grants to the Owner of the Health Club Space and its successors and assigns (for the benefit of the Health Club Space) an easement for use of such portions of the Condo Space (including portions other than Condo Parking) as are reasonably necessary as a staging area for the construction of the Health Club and for ingress to and egress from the Health Club Space.

Section 3.13A.2. The Owner of the Health Club Space for itself and its successors and assigns hereby covenants with the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space) that in exercising the rights herein granted it will, to the extent reasonably possible, confine its staging area to that portion of the Condo Space which is the portions of Areas 6A, 6B, 6C and 6G which are located northerly of Parcel 5 and that it will restore any damage it may cause to any improvements, landscaping or hardscaping of the Condo Space caused by the exercise of such rights.

3. The following provisions are hereby added immediately following Section 3.15.2:

Section 3.15A. Grants of Consents from Parcels 2 through 6 Benefiting Parcel 4 and Parcel 6.

Section 3.15A.1. Contingent Use of Westerly Portion of Area 1A of Parcel 1. Reference is made to the Grantee's Easements set forth commencing on Page 2 of that certain Deed dated August 1, 1984 from The Mayor and City Council of Baltimore (the "City") as Grantor to Harbor Court Associates as Grantee and recorded among the Land Records of Baltimore City in Liber S.E.B. No. 0269, Folio 365, (herein the "Deed") to the extent same affect that portion of Area 1A of Parcel 1 which is contiguous to the former bed of Barre Street at its northerly boundary, contiguous to the northerly boundaries of Areas 6A and 6B of Parcel 6 on its southerly boundary, and contiguous to Charles Street on its westerly boundary (herein the "Westerly portion of Area 1A"). Parcel B as shown on Exhibit B of the Deed is now also described as Area 1A of Parcel 1 as shown on the Amended Subdivision Plat. Among other uses as provided therein, the Deed contemplates the use of the Westerly portion of Area 1A as a service drive for vehicular ingress and egress between public rights-of-way and Parcels 2 through 6 as shown on the Amended Subdivision Plat and provides that any use thereof shall be subject to and shall not interfere with the rights of McCormick & Company, Incorporated as the beneficiary of easements therein which include certain parking rights. Although the need therefor may change in the future, as of the date hereof it is not contemplated that the Westerly portion of Area 1A will be used as a vehicular service drive or parking, and it is contemplated that following use thereof as a staging area for construction of the Health Club as provided below, landscape planting in the Westerly portion of Area 1A will enhance the appearance of the general area and not interfere with exercise of easement rights as now contemplated, although same may change in the future.

(a) Subject to any required prior consent of the Department on behalf of the City and of McCormick & Company, Incorporated, the Owner of Parcels 2 through 6 for itself and its successors and assigns as to each of said Parcels, hereby consents to the use of the Westerly portion of Area 1A by the Owner of the Health Club Space (Parcel 4) as a staging area for the construction of the Health Club.

(b) Subject to any required prior consent of the Department on behalf of the City and of McCormick & Company, Incorporated, and for so long as or from time to time as the Westerly portion of Area 1A is not required to be used as a vehicular service drive, a staging area for the construction of the Health Club or other easement purposes with which same may interfere, the Owner of Parcels 2 through 6 for itself and its successors and assigns as to each of said Parcels hereby consents to the installation, maintenance and replacement of landscape planting in the Westerly portion of Area 1A by or on behalf of and at the cost and expense of the Owner of the Condo Space (Parcel 6), provided, however, that such landscaping shall not interfere with the use of other easement rights affecting the Westerly portion of Area 1A which the beneficiary thereof may desire to exercise.

Except as modified hereby and as heretofore modified by the First Supplement to the CC&Rs recorded in the Land Records of Baltimore City in Liber S.E.B. No. 958, Folio 162 and the Second Supplement to the CC&Rs recorded in said Land Records in Liber S.E.B. No. 1031, Folio 281, the CC&Rs remain in full force and effect.

This instrument and any required consents thereto may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

HARBOR COURT ASSOCIATES

Witness:

By: Murdock Development Corporation,
a Delaware corporation,
Managing General Partner

By: *Lilymae Penton*
Title: Senior Vice President

Lilymae Penton

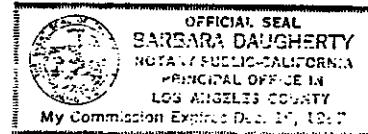
State of California)
County of Los Angeles)SS.

On this the 5th day of November, 1986, before me, Barbara Daugherty, the undersigned Notary Public in and for said State, personally appeared Lilymae Penton, Senior Vice President of Murdock Development Corporation which in turn is a general partner of Harbor Court Associates, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the partnership and of the corporation acting in its capacity as its general partner and that she, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.

[SEAL]

Barbara Daugherty
Notary Public



CONSENT OF MORTGAGEE

The undersigned JAMES RICHARD O'NEILL, a resident of Montgomery County, Maryland, acting in his capacity as duly appointed "Trustee" pursuant to that certain Deed of Trust dated July 23, 1984 and recorded among the Land Records of Baltimore City in Liber S.E.B. No. 0269, Folio 420, and pursuant to that certain Deed of Trust dated May 31, 1985 and recorded among said Land Records in Liber S.E.B. No. 549, Folio 216, both made by HARBOR COURT ASSOCIATES, a Maryland General Partnership, as "Trustor," to the undersigned as "Trustee" for the benefit of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as "Beneficiary," acting upon the written instruction of said Beneficiary, hereby consents to and approves the foregoing First Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions made by Harbor Court Associates.

Witness:

Bernice M. Platt

James Richard O'Neill
James Richard O'Neill, Trustee

DISTRICT OF COLUMBIA)
) SS.
)

I HEREBY CERTIFY, that on this 11th day of November 1986 before me, the subscriber, a Notary Public of the District of Columbia, in and for the District of Columbia, personally appeared James Richard O'Neill, and he acknowledged execution of the foregoing consent as his voluntary act and deed in his capacity as Trustee.

AS WITNESS, my hand and Notarial Seal.

[SEAL]

Juan M. Leonora
Notary Public

My Commission Expires: My Commission Expires October 14, 1991

CONSENT OF CITY

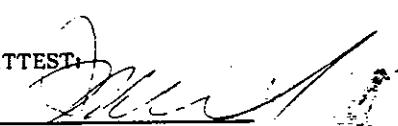
The MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland (the "City"), acting by and through the Department of Housing and Community Development (the "Department"), with reference to that certain Disposition and Development Agreement dated July 14, 1982 and recorded on August 2, 1984 among the Land Records of Baltimore City in Liber S.E.B. No. 0269, Folio 189, as heretofore amended (the "Harbor Court Development Agreement"), hereby consent to the foregoing Third Supplement to the CC&Rs and acknowledges, confirms and agrees that it shall be bound thereby in the event pursuant to the Harbor Court Development Agreement, it acquires title to one or more of Parcels 2 through 5 as shown on the Amended Subdivision Plat, having heretofore relinquished any right to acquire title to Parcel 6 thereof pursuant to the said Agreement by execution of that certain Certificate of Completion for Parcel 6 of Harbor Court dated September 22, 1986 and recorded among said Land Records in S.E.B. No. 1031, Folio 277.

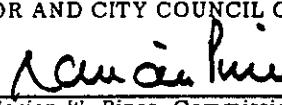
Liber 1031 PAGE 4 OF 6

Notwithstanding the foregoing, the consent herein granted shall not be construed as prior consent of the Department referred to in subparagraphs (a) and (b) of Section 3.15A.1 as set forth in Paragraph 3 of the Third Supplement to the CC&Rs. Any such required prior consent for the contingent use of the Westerly portion of Area 1A may be in a separate instrument which need not be recorded and may be subject to receipt by the Department of satisfactory plans relating to any proposed landscape planting and such other data as the Department may require.

MAYOR AND CITY COUNCIL OF BALTIMORE

ATTEST:

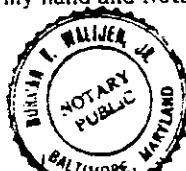

James A. Freeland
Custodian of the City Seal

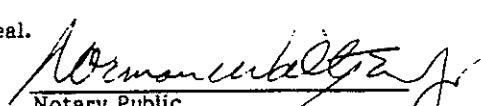
By: 
Marion W. Pines, Commissioner
Neighborhood Progress Administration/DHCD

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

On this the 7th day of November, 1986, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Marion W. Pines, Commissioner of the Neighborhood Progress Administration/DHCD, and acknowledged the foregoing Agreement to be the corporate act and deed of the MAYOR AND CITY COUNCIL OF BALTIMORE.

AS WITNESS my hand and Notarial Seal.




Norman L. Miller
Notary Public

My commission expires 7-1-90

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Baltimore City
SAFECO TITLE INSURANCE CORPORATION

Third Supplement to

Amended & Restated

Declaration of Easements,

Covenants, Conditions and

Restrictions

280

INER

by
Hawthorne Court Associates

Block - # 876

RECEIVED FOR RECORD
NOV 13 1986 AT 3 P.M.
ON SAME DAY, RECORDED IN DEED
S.E.B. No. 1067 FOLIO 402
ONE OF THE LAND RECORDS OF
BALTIMORE CITY AND EXAMINED
PER CATHARINE E. RANKS, CLERK.

Cost of Record, \$ 33.00

When recorded return to:
L. Penton
Murdock Development Corporation
10900 Wilshire, #1600
Los Angeles, CA 90024

**FOURTH SUPPLEMENT TO
AMENDED AND RESTATED DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

This agreement (herein "Fourth Supplement to the CC&Rs") is made, given and accepted as of November 17, 1986, by Harbor Court Associates, a general partnership ("Grantor").

On April 9, 1986, Grantor made, gave and accepted that certain Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among the Land Records of Baltimore City in Liber S.E.B. No. 0893, Folio 406 on June 6, 1986 ("CC&Rs") with respect to parcels of land and air space known as Parcels 1 through 6 as shown on that certain Amended Subdivision Plat of Harbor Court dated November 25, 1985 and recorded in the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 29, 1986 ("Amended Subdivision Plat"); on July 24, 1986, Grantor made, gave and accepted that certain First Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among said Land Records in Liber S.E.B. No. 958, Folio 162 on August 14, 1986; on September 19, 1986, Grantor made, gave and accepted that certain Second Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among said Land Records in Liber S.E.B. No. 1031, Folio 281 on October 14, 1986; and on October 30, 1986, Grantor made, gave and accepted that certain Third Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions which was recorded among said Land Records in Liber S.E.B. No. 1066, Folio 402 on November 13, 1986.

Except as herein set forth, all capitalized terms used herein shall have the meaning as defined in the CC&Rs.

Grantor desires to modify and amend the CC&Rs and hereby declares that the CC&Rs is hereby amended in the following respects.

The plat of survey drawing and narrative legal description of Easement No. 5A for the location of the Condo second floor apartment in the Office Space referred to in Section 3.10.1 and copy of which is attached as Exhibit 12 of the CC&Rs have been revised to include an additional area as constructed. Exhibit 12 as attached to the CC&Rs is hereby deleted in its entirety and Amended Exhibit 12 attached hereto is hereby substituted therefor.

Except as modified hereby and as heretofore modified by the aforesaid First, Second and Third Supplements to the CC&Rs, the CC&Rs remain in full force and effect.

This instrument and any required consents thereto may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

HARBOR COURT ASSOCIATES

Witness:

Mary E. Queenan

By: Murdock Development Corporation,
a Delaware corporation,
Managing General Partner

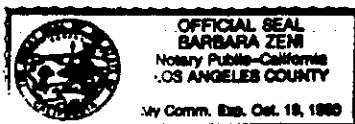
By: Lorraine Penton
Title: Senior Vice President

State of California)
County of Los Angeles)
) SS.
)

On this the 20th day of November, 1986, before me, Barbara Zeni, the undersigned Notary Public in and for said State, personally appeared Liliy Mae Penton, Senior Vice President of Murdock Development Corporation which in turn is a general partner of Harbor Court Associates, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the partnership and of the corporation acting in its capacity as its general partner and that she, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.

[SEAL]



Barbara Zeni
Notary Public

1 PAGE 5 OF 2
LIBP 1

CONSENT OF MORTGAGEE

The undersigned JAMES RICHARD O'NEILL, a resident of Montgomery County, Maryland, acting in his capacity as duly appointed "Trustee" pursuant to that certain Deed of Trust dated July 23, 1984 and recorded among the Land Records of Baltimore City in Liber S.E.B. No. 0269, Folio 420, and pursuant to that certain Deed of Trust dated May 31, 1985 and recorded among said Land Records in Liber S.E.B. No. 549, Folio 216, both made by HARBOR COURT ASSOCIATES, a Maryland General Partnership, as "Trustor," to the undersigned as "Trustee" for the benefit of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as "Beneficiary," acting upon the written instruction of said Beneficiary, hereby consents to and approves the foregoing Fourth Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions made by Harbor Court Associates.

In that the Mortgagee's Consent included with the Third Supplement to Amended and Restated Declaration of Easements, Covenants and Restrictions recorded on November 13, 1986 in Liber SEB No. 1066, Folio 402 may have in error referred to the "First" rather than "Third" Supplement, the undersigned hereby reaffirms consent to said Third Supplement.

Witness:

Bernice M. Platt

James Richard O'Neill
James Richard O'Neill, Trustee

DISTRICT OF COLUMBIA)
) SS.
)

I HEREBY CERTIFY, that on this 24th day of November, 1986 before me, the subscriber, a Notary Public of the District of Columbia, in and for the District of Columbia, personally appeared James Richard O'Neill, and he acknowledged execution of the foregoing consent as his voluntary act and deed in his capacity as Trustee.

AS WITNESS my hand and Notarial Seal.

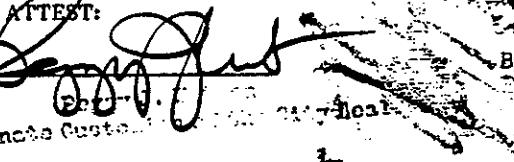
James Richard O'Neill
Notary Public

My Commission Expires: October 14, 1991

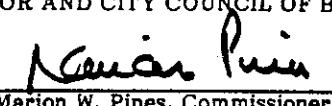
CONSENT OF CITY

The MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland (the "City"), acting by and through the Department of Housing and Community Development (the "Department"), with reference to that certain Disposition and Development Agreement dated July 14, 1982 and recorded on August 2, 1984 among the Land Records of Baltimore City in Liber S.E.B. No. 0269, Folio 189, as heretofore amended (the "Harbor Court Development Agreement"), hereby consent to the foregoing Fourth Supplement to the CC&Rs and acknowledges, confirms and agrees that it shall be bound thereby in the event, pursuant to the Harbor Court Development Agreement, it acquires title to one or more of Parcels 2 through 5 as shown on the Amended Subdivision Plat, having heretofore relinquished any right to acquire title to Parcel 6 thereof pursuant to the said Agreement by execution of that certain Certificate of Completion for Parcel 6 of Harbor Court dated September 22, 1986 and recorded among said Land Records in S.E.B. No. 1031, Folio 277.

MAYOR AND CITY COUNCIL OF BALTIMORE

ATTEST:


By:



Marion W. Pines, Commissioner
Neighborhood Progress Administration/DHCD

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11

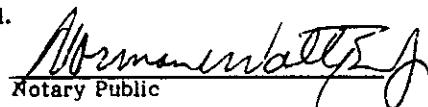
Deed
Alternative Custo
lary Seal

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

On this the 21st day of November, 1986, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Marion W. Pines, Commissioner of the Neighborhood Progress Administration/DHCD, and acknowledged the foregoing Agreement to be the corporate act and deed of the MAYOR AND CITY COUNCIL OF BALTIMORE.

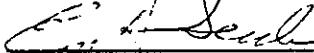
AS WITNESS my hand and Notarial Seal.




Marion W. Pines
Notary Public

My commission expires 7-1-90

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



PLAT OF SURVEY - EASEMENT NO. 5B
CONDO NORTH TOWER CORE/OFFICE SECOND FLOOR

REVISED NOV. 17, 1986.

LIBERTY 10° AGE 584

2nd LINE/PARCEL 5 - OFFICE SPACE

N02°37'15"W 186.75'

N87°22'45"E 17.00' 3rd LINE

N02°37'15"W 13.00' 4th LINE

S87°22'45"W 9.72'

15.59'

N02°37'15"W 17.15'

S. FC. STUD

W. FC. STUD

29.33'

EASEMENT
"5A"

9.50'

S87°22'45"W 17.23'

N02°37'15"W 0.30'

N. FC. STUD

E. FC. STUD

S. FC. STUD

S87°22'45"W 0.86'

N02°37'15"W 7.50

S87°22'45"W 4.01'

S. FC. STUD

23.09'

W. FC. STUD

29.72'

2.18'

N02°37'15"W

110.75'

P.O.B.

S02°37'15"E

8th LINE/PARCEL 5 - OFFICE SPACE

1347.6 SQ. FEET

COMMENCING AT ELEVATION 32.86 ASCENDING
TO ELEVATION 45.64 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SCALE: 1"=10'

DATE: 1-24-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY.

Donald E. Finch 11-17-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO. 1,
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 878, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 5B

CONDO NORTH TOWER CORE/OFFICE SECOND FLOOR

BEGINNING for the same at the beginning of the eighth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, run thence

(1) South $02^{\circ}37'15''$ East 29.72 feet on a part of said eight line; thence leaving said line and running over and across said Parcel 5, the following nine (9) bearings and distances:

- (2) South $87^{\circ}22'45''$ West 4.01 feet on the south face of a stud line;
(3) North $02^{\circ}37'15''$ West 7.50 feet on the west face of a stud line;
(4) South $87^{\circ}22'45''$ West 0.86 feet on the south face of a stud line;
(5) North $02^{\circ}37'15''$ West 2.18 feet on the west face of a stud line;
(6) South $87^{\circ}22'45''$ West 23.09 feet on the south face of a stud line;
(7) North $02^{\circ}37'15''$ West 0.30 feet on the east face of a stud line;
(8) South $87^{\circ}22'45''$ West 17.23 feet on the north face of a stud line;
(9) North $02^{\circ}37'15''$ West 17.15 feet on the west face of a stud line;

(10) South $87^{\circ}22'45''$ West 9.72 feet on the south face of a stud line; thence running on the fourth line of said Parcel 5 and said fourth line extending southerly

(11) North $02^{\circ}37'15''$ West 15.59 feet; thence running on the fifth, sixth and seventh line of said parcel the following three (3) bearings and distances

- (12) North $87^{\circ}22'45''$ East 29.33 feet;
(13) South $02^{\circ}37'15''$ East 13.00 feet; and
(14) North $87^{\circ}22'45''$ East 25.58 feet to the point of beginning.

COMMENCING at Elevation 32.66 ascending to Elevation 45.64 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended subdivision Plat of Harbor Court.

CONTAINING 1347.6 square feet more or less.

8-REC 45.

MISC
L-ECK TL 15
24151411-30 501
15

U.S. \$ _____ Md. \$ _____

SAFECO TITLE INSURANCE CORPORATION

156

Shay

*Master City
Assessors*

BY _____ EXAMINER

OR RECORD _____

76

NOTICE FOR RECORD

NEW YORK 105 MINS OCLOCK

P.M. SAME DAY REQUIRED IN LIBER
S.E.B. No. 101 ROLL 7 &
ONE OF THE *CITY* RECORDS OF
BALTIMORE CITY AND BALTIMORE

SHAYE BANKS, CLER

Shay

Exact Development

No Publishing Allowed.

Los Angeles, Ca. 90214

C. Shay

Recorded 6-6-86
Liber S.E.B. 893, folio 1

When recorded return to:
L. Penton
Murdock Development Corporation
10900 Wilshire, #1600
Los Angeles, CA 90024

**AMENDED AND RESTATED DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

DATED APRIL 9, 1986

MADE BY
HARBOR COURT ASSOCIATES

(This instrument supersedes and replaces in its entirety that certain Declaration of Easements, Covenants, Conditions and Restrictions made by Harbor Court Associates, dated August 1, 1984 and recorded on August 2, 1984 among the Land Records of Baltimore City in Liber S.E.B. No. 0269, Folio 377, as amended by that certain unrecorded First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated June 24, 1985.

This instrument affects parcels of land and air space shown on the Amended Subdivision Plat of Harbor Court dated November 25, 1985 and recorded on January 4, 1986 among the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067.)

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- B All Areas of Parcel 2 - Hotel Space
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- D All Areas of Parcel 4 - Health Club Space
- E Parcel 5 - Office Space
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Page Two - Areas 6E, 6F, 6G, 6H, 6J and 6K of Parcel 6 - Condo Parking Space portion of Condo Space
- G Page One - Sheet No. 1 of entire Amended Subdivision Plat of Harbor Court
Page Two - Sheet No. 2 of entire Amended Subdivision Plat of Harbor Court
Page Three - Sheet No. 3 of the entire Amended Subdivision Plat of Harbor Court

Copies of Plats of Survey of Easements

Parcel	Parcel	Section No.	From	To	Granted	Easement No.() & Purpose
1	5	2				3.8.1 (1) for Hotel telephone equipment room 3.1B.1 (1) for public utility telephone wiring & terminal blocks for Parcels 2 thru 6 in Hotel telephone equipment room
2	5	6				3.10.1 (2) for Condo first floor common area
3	5	6				3.10.1 (3A) for Condo east tower core second floor
4	5	6				3.10.1 (3B) for Condo east tower core third floor
5	5	6				3.10.1 (3C) for Condo east tower core fourth floor
6	5	6				3.10.1 (3D) for Condo east tower core fifth floor
7	5	6				3.10.1 (4A) for Condo south tower core second floor
8	5	6				3.10.1 ((4B) for Condo south tower core third floor
9	5	6				3.10.1 (4C) for Condo south tower core fourth floor
10	5	6				3.10.1 (4D) for Condo south tower core fifth floor
11	5	6				3.10.1 (5A) for Condo north tower core second floor
12	5	6				3.10.1 (5B) for Condo apartment and stair second floor
13	5	6				3.10.1 (5C) for Condo north tower core third floor
14	5	6				3.10.1 (5D) for Condo apartment third floor
15	5	6				3.10.1 (5E) for Condo north tower core fourth floor
16	5	6				3.10.1 (5F) for Condo north tower core fifth floor
17	5	3				3.9.1 (6A) for Parking Garage elevators & facilities first level
18	5	3				3.9.1 (6B) for Parking Garage elevators & stair second level
19	5	3				3.9.1 (6C) for Parking Garage elevators & stair third level
20	5	3				3.9.1 (6D) for Parking Garage elevators & stair fourth level
21	5	3				3.9.1 (6E) for Parking Garage elevators & stair fifth level
22	5	3				3.9.1 (6F) for Parking Garage elevators & stair sixth level
23	5	3				3.9.1 (6G) for Parking Garage elevators & stair seventh level
24	5	6				3.10.1 (7A) for Condo Parking elevator & lobby second level
25	5	6				3.10.1 (7B) for Condo Parking elevator & lobby third level
26	5	6				3.10.1 (7C) for Condo Parking elevator & lobby fourth level
27	5	6				3.10.1 (7D) for Condo Parking elevator & lobby fifth level
28	5	6				3.10.1 (7E) for Condo Parking elevator & lobby sixth level
29	5	6				3.10.1 (7F) for Condo Parking elevator & lobby seventh level
30	6	3				3.12.1 (8) for Parking Garage Stair 12
31	6	2				3.11.2 (8A) for Central Plant Cooling Towers
32	6	5				3.14.1 (9) for Office mechanical room and vestibule sixth floor
33	6	5				3.14.1 (10) for Office mechanical room and vestibule sixth floor
34	6	5				3.14.1 (11) for Office elevators & machine room sixth floor & mezzanine
35	6	3				3.12.1 (12) for Parking Garage elevators & machine room sixth floor
36	3	6				3.5.3 (13) for Condo Trash Room first level
37	3	5				3.4.2 (14) for Office Trash Room first level
38	3	2				3.2.3 (15) for Central Plant first (B) level
39	3	2				3.2.4 (16) for Hotel "Back-of-the-House" facilities first (B) level
40	3	2				3.2.5 (17) for Hotel Connector second floor passageway
41	3	5				3.4.1 (18) for Office entry vestibule third level
42	6	4				3.13.2 (19) for Health Club swimming pool protrusion
43	6	2-5				3.15.1 (20) Condo Room C25-25 electrical room for additional use for equipment related to communications systems serving any Parcel

**AMENDED AND RESTATED DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions ("CC&Rs") is made, given and accepted as of April 9, 1986, by Harbor Court Associates, a general partnership ("Grantor").

On August 1, 1984, Grantor made, gave and accepted that certain Declaration of Easements, Covenants, Conditions and Restrictions ("Declaration") which was recorded among the Land Records of Baltimore City in Liber S.E.B. No. 0269, Folio 377 on August 2, 1984, affecting Parcels 1 through 6 as shown on the Subdivision Plat for Harbor Court dated June 1, 1984 and recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 2939 on August 2, 1984. On June 24, 1985, Grantor made, gave and accepted that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions ("First Amendment"); which said First Amendment was not recorded and which amended the Declaration to take into account the fact that Parcel 3 of Harbor Court was subdivided to change a portion thereof to become a portion of Parcel 6 as shown on the Amended Subdivision of Parcel 3 - Harbor Court recorded in the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 2968 on January 4, 1985, and to make other modifications to the Declaration.

The boundary lines of certain of said Parcels 1 through 6 have been further changed as shown on that certain Amended Subdivision Plat of Harbor Court dated November 25, 1985 and recorded in the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 29, 1986 ("Amended Subdivision of Harbor Court").

Grantor desires to modify and amend the Declaration and hereby declares that (a) the Declaration, as recorded among the Land Records of Baltimore City in Liber S.E.B. No. 0269, Folio 377 on August 2, 1984 and as heretofore amended is in all respects superseded and replaced by this Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions and (b) all references herein to any Parcel of land or air space and to any Area of any such Parcel is as to such Parcel or Area as shown on the Amended Subdivision of Harbor Court.

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1. "Parcel 1" or "City Space" is the land and air space so designated on Exhibit A.

Section 1.2. "Parcel 2" or the "Hotel Space" is the land and air space so designated on Exhibit B.

Section 1.3. "Parcel 3" or the "Parking Garage Space" is the land and air space so designated on Exhibit C.

Section 1.4. "Parcel 4" or the "Health Club Space" is the air space so designated on Exhibit D.

Section 1.5. "Parcel 5" or the "Office Space" is the air space so designated on Exhibit E.

Section 1.6. "Parcel 6" or the "Condo Space" is the land and air space so designated on Exhibit F.

Section 1.7. "Area 1A" is that portion of Parcel 1 so designated on Exhibit A.

Section 1.8. "Area 1B" is that portion of Parcel 1 so designated on Exhibit A.

Section 1.9. "Area 1C" is that portion of Parcel 1 so designated on Exhibit A.

Section 1.10. "Area 2A" is that portion of Parcel 2 so designated on Exhibit B.

Section 1.11. "Area 2B" is that portion of Parcel 2 so designated on Exhibit B.

Section 1.12. "Area 2C" is that portion of Parcel 2 so designated on Exhibit B.

Section 1.13. "Area 2D" is that portion of Parcel 2 so designated on Exhibit B.

Section 1.14. "Area 2E" is that portion of Parcel 2 so designated on Exhibit B.

Section 1.15. "Area 2F" is that portion of Parcel 2 so designated on Exhibit B.

Section 1.16. "Area 2G" is that portion of Parcel 2 so designated on Exhibit B.

Section 1.17. "Area 2H" is that portion of Parcel 2 so designated on Exhibit B.

Section 1.18. "Area 3A" is that portion of Parcel 3 so designated on Exhibit C.

Section 1.19. "Area 3B" is that portion of Parcel 3 so designated on Exhibit C.

Section 1.20. "Area 3C" is that portion of Parcel 3 so designated on Exhibit C.

Section 1.21. "Area 3D" is that portion of Parcel 3 so designated on Exhibit C.

Section 1.22. "Area 3E" is that portion of Parcel 3 so designated on Exhibit C.

Section 1.23. "Area 3F" is that portion of Parcel 3 so designated on Exhibit C.

Section 1.24. "Area 4A" is that portion of Parcel 4 so designated on Exhibit D.

Section 1.25. "Area 4B" is that portion of Parcel 4 so designated on Exhibit D.

Section 1.26. "Area 4C" is that portion of Parcel 4 so designated on Exhibit D.

Section 1.27. "Area 6A" is that portion of Parcel 6 so designated on Page One of Exhibit F.

Section 1.28. "Area 6B" is that portion of Parcel 6 so designated on Page One of Exhibit F.

Section 1.29. "Area 6C" is that portion of Parcel 6 so designated on Page One of Exhibit F.

Section 1.30. "Area 6D" is that portion of Parcel 6 so designated on Page One of Exhibit F.

Section 1.31. "Area 6E" is that portion of Parcel 6 so designated on Page Two of Exhibit F.

Section 1.32. "Area 6F" is that portion of Parcel 6 so designated on Page Two of Exhibit F.

Section 1.33. "Area 6G" is that portion of Parcel 6 so designated on Page Two of Exhibit F.

Section 1.34. "Area 6H" is that portion of Parcel 6 so designated on Page Two of Exhibit F.

Section 1.35. There is no Area 6I. "Area 6J" is that portion of Parcel 6 so designated on Page Two of Exhibit F.

Section 1.36. "Area 6K" is that portion of Parcel 6 so designated on Page Two of Exhibit F.

Section 1.37. "Condo Parking Space" is that portion of the Condo Space which is Areas 6E, 6F, 6G, 6H, 6J and 6K as shown on Page Two of Exhibit F.

Section 1.38. "Parcel" means any of the land and/or air space parcels described in Sections 1.1 through and including 1.6 above. "Parcels" shall mean all of two or more of the land and/or air space parcels referred to in Sections 1.1 through and including 1.6 above. All of the Parcels are known as Harbor Court Subdivision and collectively constitute the "Property". A reduced copy of the amended subdivision plat of the Property is attached hereto as Exhibit G.

Section 1.39. "Redevelopment Agreement" shall mean that certain Disposition and Development Agreement between David H. Murdock Development Company

("Developer") and the Mayor and the City Council of Baltimore, a municipal corporation (the "City"), dated July 14, 1982 and recorded in the Land Records of Baltimore City on August 2, 1984 in Liber S.E.B. No. 0269, Folio 189, together with all amendments thereto, including without limitation that certain Amendatory Agreement dated July 25, 1984 recorded in said Land Records on August 1, 1984 in Liber S.E.B. No. 0269, Folio 295.

Section 1.40. "Owner" shall mean and refer to any one or more persons or entities including the Grantor who is/are the record owner(s) from time to time of fee simple title to any of the Parcels or portion(s) thereof or interest(s) therein, the Vendee under a land sale contract for any such interest, and a lessee of any such interest for a term of thirty (30) years or more. "Owner" shall not mean or refer to any person or entity holding any such interest merely as security for the performance of a monetary obligation; provided, however, that upon foreclosure, trustee sale or other similar transfer of the legal and/or beneficial title to any such interest, the person or entities who receive such title shall be subject to the provisions of these CC&Rs, the Redevelopment Agreement and the "Deed" as described below. If the condominium owners' association of the Condo Project is in existence, it shall be deemed the Owner of all of the condominium units and common areas of the Condo Space and shall have authority to execute documents, give consents and take all actions hereunder with respect to the Condo Space and/or the Condo Project. If such association is not in existence, then the Owner of the Condo Space shall have such authority.

Section 1.41. "Utility Conduit" shall mean all conduits, pipes and similar and related items used in connection with distribution systems for water, electricity, gas, heating, air conditioning, oil, sewage, storm drainage, chilled water, tempered water, hot water, steam, telephone, cable and/or electronic communications networks. It shall include the individual pipes and lines located within a conduit as well as the conduits in which such pipes and lines are located.

Section 1.42. "Office Building", "Condo Project", "Park", "Hotel", "Health Club", "Parking Garage" and "Condo Parking" shall have the meanings set forth in Section 2.1.3 hereof.

Section 1.43. The terms "City", "Developer", "Development Area 20", "Elevation", "grade level", "Improvements", "Inner Harbor Project I", "Renewal Plan" as well as all other initially capitalized terms shall have the same meaning as ascribed to those terms in the Redevelopment Agreement except as otherwise specifically provided in these CC&Rs.

Section 1.44. "Office Use" means use for the transaction or provision of services (other than manufacturing) including, but not limited to, banking and the conduct of clerical, administrative, professional or executive activities.

Section 1.45. "Hotel Use" means use for luxury, premium-priced transient housing and such facilities as are customarily attendant and appropriate to such use including, but not limited to, hotel offices and storage areas, restaurants, health clubs, cocktail lounges, gift shops, specialty shops, car rental offices, beauty salons and hairstyling facilities, newsstands and specialty boutiques and shops. If hotel facilities are developed on the Property and it is determined by the City that market conditions in the downtown area of Baltimore will not support the luxury, premium priced type of Hotel Use permitted by this subparagraph, the City and the Owner of the Hotel Space may mutually agree, pursuant to Section 9.16 of the Redevelopment Agreement, to amend this definition of Hotel Use so as to permit a more appropriate type of first class transient housing.

Section 1.46. "Residential Use" means use for luxury dwelling units by families of one person or more for the establishment of housekeeping, and such facilities as are customarily attendant and appropriate to such use, including, but not limited to offices devoted solely to the administration, operation and maintenance of such dwelling units, common areas, reception areas, recreational areas and open space.

Section 1.47. "Retail Use" means use for the provision or sale of commodities or services directly to the consumer.

Section 1.48. "Parking Use" means use for the storage of passenger vehicles and a limited number of service vehicles as approved by the Department.

Section 1.49. "Mortgagee" means an institutional Lender which is the holder of an indebtedness secured by a mortgage, deed of trust or similar security instrument on a Parcel or a portion thereof, provided, however, that the term "Mortgagee" does not include the holder of an indebtedness secured by such instrument that is a lien on a condominium unit which is not owned by the Grantor herein.

Section 1.50. "Institutional Lender" means a bank, trust company, savings and loan association, insurance company, pension fund, pension trust, retirement plan, endowment, foundation, governmental entity, real estate investment trust, or any other entity generally regarded at the time in question in the real estate finance field as an institutional lender.

Section 1.51. "Depository" means an Institutional Lender designated as such by the Owners.

Section 1.52. "Grantee" means the person benefited by an easement or other right herein granted.

ARTICLE II COVENANTS, CONDITIONS AND RESTRICTIONS

Section 2.1. Recitals.

Section 2.1.1. Pursuant to a certain Deed recorded in the Land Records of Baltimore City in Liber S.E.B. No. 0269, Folio 365 on August 2, 1984 (the "Deed"), the City conveyed that portion of the Property constituting the Parcels designated below to Grantor subject to the terms, conditions, covenants, limitations, restrictive covenants and reservations set forth in the Deed and the Redevelopment Agreement:

Property

The Hotel Space
(Parcel 2)

The Parking Garage Space
(Parcel 3)

The Health Club Space
(Parcel 4)

The Office Space
(Parcel 5)

The Condo Space
(Parcel 6)

Section 2.1.2. Also pursuant to the Deed and the Redevelopment Agreement, the City (for itself and its successors and assigns) retained title to the City Space and reserved certain easements over various Parcels for the benefit of the City and the City Space. In addition, the City granted certain easements for the benefit of the Property in and over the City Space.

Section 2.1.3. Pursuant to the Renewal Plan and the Redevelopment Agreement, the City and the Developer planned for the construction of an office building ("Office Building") in and on the Office Space, a residential condominium project (the "Condo Project") with adjacent open space (the "Park") in and on the Condo Space, a hotel ("Hotel") in and on the Hotel Space, a health club (the "Health Club") in and on the Health Club Space, and a parking garage in and on the Parking Garage Space and the Condo Parking Space portion of the Condo Space. That portion of the parking garage within or relating to the Parking Garage Space is herein called the "Parking Garage" and that portion of the parking garage within or relating to the Condo Parking Space is herein called the "Condo Parking."

Section 2.1.4. It is the intention of the Grantor to effectuate the foregoing and, in this regard, to assure that the Office Building, Hotel, Parking Garage, Condo Project (including the Condo Parking), Health Club and Park shall each have all necessary, reasonable and desirable easements for ingress, egress, support, installation, construction, restoration and maintenance of Utility Conduits over and through the entire Property. It is also the intention and desire of the Grantor to apportion certain rights which are limited in the Deed among the various Parcels.

Section 2.1.5. The Grantor therefore deems it desirable to impose certain easements, covenants, conditions, reservations and restrictions to provide for the foregoing.

Section 2.2. Declaration.

In order to effectuate the foregoing, the Grantor does hereby certify and declare that it does hereby establish the covenants, conditions, restrictions, easements and reservations hereinafter contained for the protection, maintenance, improvement and development of the Property in accordance with the Redevelopment Agreement and the Deed. These covenants, conditions, restrictions, easements and reservations shall run with the Property and each Parcel or portion thereof for the time period specified and shall be binding upon and inure to the benefit of all Owners and any other persons having or acquiring any right, title or interest in the Property and/or each Parcel or any portion thereof and are imposed upon the Property intended to be burdened thereby and each and every Parcel thereof as a covenant running with the land in favor of the Parcel(s) intended to be benefited thereby for the time period specified, and if no time period is specified, then until June 15, 2007 and thereafter for so long as it is reasonably required for any then existing improvements or for the reconstruction or redevelopment of any improvement which has been damaged or destroyed.

Section 2.3. Mutual Cooperation.

The successful operation of the Improvements to be constructed and operated on the Property is dependent upon the continued cooperation and good faith of the Grantor, successive Owners and each of their respective successors and assigns. Such cooperation shall be required of all Owners interested in any phase or element of the development and/or operation of the Property. Every covenant, condition, restriction, reservation or easement herein stated shall be construed in recognition of this and the need for continued mutual cooperation. Any easement or license herein or hereinafter granted for the benefit of any of the Parcels or interest therein shall be liberally construed with the intention of providing such rights and privileges as may be reasonably necessary or convenient to adequately and properly operate the benefited Parcel(s) without encroaching or interfering needlessly with the subservient Parcel(s) or Improvements thereon. No Owner nor any other person or entity involved with or

interested in any part of the Property shall take any action, or permit any action to be taken, to interfere with the free, beneficial use and enjoyment of any easement provided for herein or hereafter or for the proper maintenance or repair related to such use. This covenant shall last as long as any of the Improvements to be constructed and maintained (including any reconstruction or replacement thereof) on the Property may remain.

Section 2.4. Compliance. Each Owner of a Parcel shall comply with and conform to the Department approval criteria set forth in the Redevelopment Agreement, the Deed and these CC&Rs.

Section 2.5. Permitted Uses and Maximum Development. No building, structure or other Improvement shall be erected, permitted, or maintained within or upon any portion of the Property which contains or is devoted to any use or purpose other than the following:

Section 2.5.1. (Office Use and Retail Use). Office Use and Retail Use shall be permitted only within the Office Space and Hotel Space and no Office Use or Retail Use shall be permitted elsewhere within the Property except to the extent of any facilities of the Hotel which are located within any easement therefor within the Parking Garage Space as herein granted and except to the extent office, recreation, retail or service facilities of the Health Club located within the Health Club Space may be construed to be Office Use or Retail Use. In this regard, however, not more than an aggregate of 70,000 square feet of net leasable space in the Improvements to be developed within the Office Space may be devoted to Office Use and Retail Use. This limitation shall not apply to Office Use and Retail Use which is developed in conjunction with the development of the Hotel and is devoted for a use which is customarily attendant and appropriate to Hotel Use (including, but not limited to, Hotel offices and storage areas, restaurants, health clubs, cocktail lounges, gift shops, specialty shops, car rental offices, beauty salons and hairstyling facilities, newsstands and specialty boutiques and shops). This Section 2.5.1 shall not in any manner be construed to preclude the Hotel from catering food, beverage and other services to any Parcel of the Property.

Section 2.5.2. (Hotel Use). Hotel Use shall be permitted within the Hotel Space; provided, however, that there shall be no more than approximately (but not less than approximately) 200 rentable units devoted to Hotel Use unless the Department consents to a different number. Except within the Hotel Space, there shall be no transient housing use within the Property.

Section 2.5.3. (Residential Use). Residential Use shall be permitted throughout the Property.

Section 2.5.4. (Parking Use). Parking Use shall be permitted within the Parking Garage Space and the Condo Parking Space; provided, however, that there shall be no Parking Use Permitted on the Property at or above Elevation 84.0 feet or, except for a parking entrance and exit, along the entire eastern (Light Street) horizontal or vertical frontage of the Improvements to be developed on the Property unless the Department consents to a different configuration.

Section 2.6. Required Uses and Facilities. The following uses and facilities are required to be provided by the Owner of the applicable Parcel in or appurtenant to the Improvements to be developed by such Owner on the Parcel(s) it may own. Each such Owner covenants to create such use and develop such Improvements pursuant to the development obligations imposed by the terms of the Redevelopment Agreement.

Section 2.6.1. (Residential). There shall be constructed within the Condo Space facilities devoted to Residential Use containing not less than 165 luxury apartments or condominium dwelling units.

Section 2.6.2. (Parking). Subject to the easements herein granted for other purposes, the Parking Garage Space shall be devoted to Parking Use which shall provide a minimum of 350 parking spaces available to the public, plus a minimum of 50 parking spaces for the Hotel, if one is built by the Owner of the Hotel Space. Subject to the easements herein granted for other purposes, the Condo Parking Space portion of the Condo Space shall be devoted to Parking Use which shall provide parking spaces for the condominium or apartment dwelling units located within the Condo Project at a ratio of not less than one parking space for each condominium or apartment unit. All such parking facilities shall be off street and shall be designed and developed as a totally enclosed and totally roofed structure that will screen all parked vehicles from visibility from outside of the Improvements, except that openings for natural ventilation and access shall be permitted so long as the vehicles within the parking facility are, to the extent reasonably feasible, not visible from the outside. Roof top parking is prohibited anywhere within the Property.

Section 2.6.3. (Servicing and Loading). The Owner of each Parcel shall provide (or make provision for) adequate service facilities to its Improvements, in the reasonable opinion of the Department, which shall be off-street, enclosed within the Improvements and roofed so as to be screened from public view. Adequate off street loading docks and facilities, in the reasonable opinion of the Department, for the collection and storage of refuse shall be provided within the Improvements and maintained in accordance with the Building Code of Baltimore City and with all applicable municipal laws, ordinances, rules and regulations. Open storage of equipment, merchandise and material is prohibited. Outside exhibit or display of merchandise is prohibited except where specifically permitted by the Department.

Notwithstanding the foregoing and subject to any required consent of the Department, portions of the Park lying northerly of the Office Space may be used (a) as a screened or enclosed refuse collection and storage area serving the first floor of the Office Building, (b) as a common loading and unloading area serving the first floor of the Office Building and the Condo Project, and (c) vehicular ingress to, egress from and access to any such refuse collection and storage area and loading and unloading area.

Section 2.6.4. (Footways). The width of all sidewalks within the public rights of way at the grade of the established curbs of adjacent streets, as approved by the Department, and trees and tree grates, as reasonably required by the Department, shall be installed by the Owner of each Parcel abutting such public rights of way and maintained by such Owner within such public rights of way. All sidewalks shall be paved in accordance with Charles Center - Inner Harbor standards.

Section 2.6.5. (Park). The Owner of the Condo Space shall maintain the Park which will be located in and on Area 6B and that portion of Area 6C which is immediately above Area 6B free of any and all Improvements of any kind or nature except for appropriate landscaping and/or hardscaping and those Improvements for which easements are granted in these CC&Rs. All sidewalks shall be paved in accordance with Charles Center Inner Harbor standards.

Section 2.7. Height and Coverage Controls. The maximum height of the Improvements to be developed on the Property, including any mechanical equipment

or other extensions, shall not exceed Elevation 400 feet or such other Elevation as is approved by the Department and shall, in the opinion of the Department, relate to the proportions of buildings located adjacent to the Improvements which front eastwardly and toward the Inner Harbor; provided, however, that in all portions of the Property located within 40 feet of the eastern boundary of the Property, the maximum height of the Improvements shall not exceed Elevation 90 feet or such other Elevation as is approved by the Department.

Below Area 2B and Area 3C, no structure shall be permitted which extends below a horizontal plane having an Elevation of 25.50 feet, except for the stairwell, facade and related improvements located within Area 1B, and the underground recovery tank within Area 1A and Utility Conduits within Area 1A and 1B and except for columns, footings and foundations reasonably required with respect to the development of the Improvements within the Parking Garage Space, the Condo Parking Space, the Health Club Space and the Hotel Space all as first approved as to quantity, size and precise location in writing by the Department and such other underground improvements as may be permitted and approved in writing by the Department. In no event shall any such Improvement cause there to be less than a 16.0 foot vertical clearance between the final grade level of Areas 1A and 1B and the Improvements within Areas 2B and 3C except for such stairwell, facades and related improvements located within Area 1B and said underground recovery tank and Utility Conduits or other underground improvements within Areas 1A and 1B and except for such columns, footings and foundations reasonably required with respect to the development of the Improvements within the Parking Garage Space, the Condo Parking Space, the Health Club Space and the Hotel Space.

There are no coverage restrictions with respect to any portion of the Property.

Section 2.8. Minimum Elevation. No space located below Elevation 9 feet within the Improvements will be developed on Parcels 2 through 6 except space used for servicing and parking use, and no space located within the Improvements below Elevation 9 feet and containing mechanical, electrical, or other equipment or property not easily or quickly removable, shall be developed or used, unless such space is waterproof and protected against hydrostatic pressure to Elevation 9 feet.

Section 2.9. Setbacks.

No building setbacks are required.

ARTICLE III
EASEMENTS

Section 3.0. Preamble. Exhibits 1 through 43 attached hereto and incorporated herein by reference are plats of survey prepared by Donald E. Finch, Registered Land Surveyor No. 8657, of Century Engineering, Inc., showing the locations and legal descriptions of certain of the easements herein granted. For convenience the numbers within parentheses below the exhibit number on the first page of each of the exhibits are a code. The first digit of the parenthetical number designates the number of the Parcel burdened by the easement, the second digit (following the first dash) designates the number of the Parcel benefited by the easement, and the numbers following the second dash designate the Section number of these CC&Rs in which that easement grant is made by the Owner of the Parcel within which it is located. Further grants herein of the right to non-exclusive use of any such easement area or portion thereof are not

indicated on the exhibit. While the surveys are believed to be accurate, language within the easement grants refer to "approximate location" in the event of error due to the extreme detail in work of this nature. Other than Easement No. 20 described in Section 3.15.1 below, only those easements for which the specific location is believed essential for purposes such as property tax assessment and insurance have been surveyed. References within this Article III to Elevator numbers, Stair numbers, and Room numbers refer to the elevator, stair, room or area number so designated on the Architectural Floor Plans for Harbor Court prepared by Leo A. Daly Company, architect, for Murdock Development Company, developer. (the "Plans"), a copy of which is on file with the Grantor and, following substantial completion of construction of the Improvements, intended to be maintained at the Property by the property management agent for the Office Building. Although room layouts may change throughout future years, they are included for convenience since they generally indicate which drawing of the Plans to refer to for locating the particular room. For examples: Room numbers commencing with a "C" indicate they are in the tower structure located within Office Space (Parcel 5) and that portion of Condo Space which is Areas 6C and 6D of Parcel 6; Room C1-1 is on the first floor of that structure; Room C6M-1 is on the mezzanine of the sixth floor of that structure; and Room C25-25 is on the 25th floor of that structure according to the Plans, although it is on the 26th floor as designated for occupancy since for occupancy there is no floor designated as the 13th. Rooms commencing with P1A- through P7- indicate the floor or level of the parking garage structure regardless of whether the Parking Garage or the Condo Parking or the room location may be within Parcel 3, Parcel 5 or Parcel 6.

All easements herein granted to house Utility Conduits in "ceilings" shall be construed to mean in plenums between dropped ceilings and the floor slab above except in areas where no plenum exists.

Section 3.1A. Grant Burdening Parcel 2 Benefiting Parcel 4.

Section 3.1A.1. Health Club Service Facilities. The Owner of the Hotel Space for itself and its successors and assigns hereby grants to the Owner of the Health Club Space for itself and its successors and assigns (for the benefit of the Health Club Space) a non-exclusive easement for ingress to, egress from and use of the Hotel's facilities for the collection and storage of refuse and for deliveries, loading and unloading pursuant to terms and conditions which provide reasonable compensation to the Owner of the Hotel, comply with reasonable security precautions of the Hotel, and do not unreasonably interfere with the Hotel's use of such facilities.

Section 3.1B. Grant Burdening Parcel 2 Benefitting Parcel 3, Parcel 4, Parcel 5 and Parcel 6.

Section 3.1B.1. The Owner of the Hotel Space for itself and its successors and assigns hereby grants to the Owner of the Parking Garage Space, the Owner of the Health Club Space, the Owner of the Office Building Space, the Owner of the Condo Space and their respective successors and assigns, including the public utility company providing telephone service, (for the benefit of the Parking Garage Space, the Health Club Space, the Office Building Space and the Condo Space) a non-exclusive easement to install, use, maintain and replace telephone wiring, conduit, terminal blocks and related equipment which provide telephone service to said Parcels in the Hotel Telephone Equipment Room described in Section 3.8.1 below and for ingress, egress and access thereto provided that in exercising such rights such Owners (including the public utility company) comply with reasonable security precautions of the Hotel and do not unreasonably interfere with the Hotel's use of the said Room; and provided further that such installations shall be confined to the location/s designated by the Owner of the Hotel Space.

Section 3.2. Grants Burdening Parcel 3 Benefiting Parcel 2.

Section 3.2.1. Hotel Parking Access. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space and its successors and assigns (for the benefit of the Hotel Space) a non-exclusive easement for use of, ingress to, egress from and access to the Parking Garage elevators, stairways and staircases and over the driveways, ramps, entrances and other public areas of the Parking Garage.

Section 3.2.2. Hotel Parking Use. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space and its successors and assigns (for the benefit of the Hotel Space) an exclusive easement for use of 50 parking spaces within the Parking Garage pursuant to terms and conditions which provide reasonable compensation to the Owner of the Parking Garage. The initial location of said 50 parking spaces shall be designated by the Owner of the Hotel Space subject to the reasonable approval of the Owner of the Parking Garage Space.

Section 3.2.3. Central Plant. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space and its successors and assigns (for the benefit of the Hotel Space, as the present owner of the Central Plant, and any successor owner of the Central Plant): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and the construction, installation, use, maintenance, repair and replacement of a central plant for heating and air conditioning (the "Central Plant"); and (b) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Parking Garage for support of the Central Plant and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Parking Garage. The approximate location of the Central Plant within the Parking Garage Space is shown on the copy of the Plat of Survey of Easement No. 15 (Rooms P1B-16, P1B-18, P1B-19, P1B-19A, P1B-20 and P1B-21 on the Plans) attached hereto as Exhibit 38.

Section 3.2.4. Hotel Offices and Facilities. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space and its successors and assigns (for the benefit of the Hotel Space): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of certain first floor offices and other facilities (including but not limited to housekeeping, laundry, mechanical, lounge, restroom and locker facilities) to be constructed as part of the Hotel; and (b) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Parking Garage for support of said offices and facilities and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Parking Garage. The approximate location of certain of the Hotel's first floor facilities within the Parking Garage Space is shown on the copy of the Plat of Survey of Easement No. 16 (Rooms P1B-1, P1B-3, P1B-4, P1B-5, P1B-6, P1B-7, P1B-8, P1B-9, P1B-10, P1B-11, P1B-12, P1B-13, P1B-14, P1B-14A, P1B-14B, P1B-15, P1B-17, P1B-22, P1B-25, P1B-26 and part of P1B-23 on the Plans) attached hereto as Exhibit 39.

Section 3.2.5. Hotel Connector. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space and its successors and assigns (for the benefit of the Hotel Space): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of the connector

passageway located on the second level of the Parking Garage between the Hotel and the Condo Project and the Office Building; and (b) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Parking Garage for support of such connector passageway and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Parking Garage. The approximate location of the Hotel's connector passageway is shown on the copy of the Plat of Survey of Easement No. 17 (Room P2-2 on the Plans) attached hereto as Exhibit 40.

Section 3.2.6. Hotel Telephone Equipment Room - Garage Facilities. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space and its successors and assigns (for the benefit of the Hotel Telephone Equipment Room described in Section 3.8.1 below) a non-exclusive easement for ingress to, egress from and access to the said Equipment Room and for ingress to, egress from and use of the restroom facilities located in the Parking Garage Improvements which are located on the first floor of the Office Space by persons using said Equipment Room.

Section 3.2.7. Covenants of Grantee with respect to Section 3.2. The Owner of the Hotel Space for itself and its successors and assigns and any successor owner of the Central Plant hereby covenants with the Owner of the Parking Garage Space and its successors and assigns (for the benefit of the Parking Garage Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Parking Garage, it will not unreasonably interfere with operation of the Parking Garage, and it will use and maintain the Central Plant described in Section 3.2.3 as provided in these CC&Rs.

Section 3.3. Grants Burdening Parcel 3 Benefiting Parcel 4.

Section 3.3.1. Health Club Support - Parking Garage. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Health Club Space and its successors and assigns (for the benefit of the Health Club Space): (a) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Parking Garage for the support of the Health Club and to house Utility Conduits in the walls, floors, ceilings, foundations and supports of the Parking Garage; and (b) a non-exclusive easement through the Parking Garage Space reasonably necessary for the construction, maintenance, repair and replacement of Improvements to be located in the Health Club Space and footings, pilings, support columns and/or walls and foundations therefor.

Section 3.3.2. Health Club - Parking Garage Facilities. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Health Club Space for itself and its successors and assigns (for the benefit of the Health Club Space) a non-exclusive easement for use of, ingress to, egress from and access to the Parking Garage elevators, stairways, staircases, lobbies, entrances and walkways for ingress to, egress from and access to the Health Club.

Section 3.3.3. Covenants of Grantee with respect to Section 3.3. The Owner of the Health Club Space for itself and its successors and assigns hereby covenants with the Owner of the Parking Garage Space and its successors and assigns (for the benefit of the Parking Garage Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Parking Garage or Condo Parking and it will not unreasonably interfere with operation of the Parking Garage.

Section 3.4. Grants Burdening Parcel 3 Benefiting Parcel 5.

Section 3.4.1. Office Parking. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Office Space and its successors and assigns (for the benefit of the Office Space): (a) a non-exclusive easement for use of, ingress to, egress from and access to the Parking Garage lobbies, entrances and walkways for ingress to, egress from and access to the Office Building; (b) a non-exclusive easement for ingress to, egress from, access to and use of a reasonable number of monthly parking spaces, subject to availability and reasonable compensation to the Owner of the Parking Garage, but not an aggregate number of monthly parking spaces which would adversely affect any then existing or proposed tax exempt financing of the Parking Garage; and (c) a non-exclusive easement for ingress to, egress from and support of and an exclusive easement for access to and construction, installation, use, maintenance, repair, and replacement of an entrance (including a foyer which extends into the third level of the Parking Garage) into the second floor of the Office Building and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Parking Garage. The approximate location of the said entrance and foyer is shown on the copy of the Plat of Survey of Easement No. 18 (Room P3-1A on the Plans) attached hereto as Exhibit 41.

Section 3.4.2. Office Space Trash Room. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Office Space and its successors and assigns (for the benefit of the Office Space): (a) an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of a trash room for the deposit, storage and collection of the garbage, trash and refuse from the Office Building, subject to the Owner of the Office Space's obligation to maintain said trash room in a neat and tidy manner at all times; (b) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Parking Garage for support of said trash room and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Parking Garage; and (c) a non-exclusive easement to use the Parking Garage elevators, driveways and ramps at such times as will not interfere with the operations of the Parking Garage for the purpose of delivering and removing such garbage, trash and refuse to said trash room. The approximate location of the Office Space trash room is shown on the copy of the Plat of Survey of Easement No. 14 (Room P1A-4 on the Plans) attached hereto as Exhibit 37.

Section 3.4.3. Covenants of Grantee with respect to Section 3.4. The Owner of the Office Space for itself and its successors and assigns hereby covenants with the Owner of the Parking Garage Space and its successors and assigns (for the benefit of the Parking Garage Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Parking Garage and it will not unreasonably interfere with operation of the Parking Garage.

Section 3.5. Grants Burdening Parcel 3 Benefiting Parcel 6.

Section 3.5.1. Condo Parking Support. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space): (a) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Parking Garage for the support of the Condo Parking and to house Utility Conduits in the walls, floors, ceilings, foundations and supports of the Parking Garage; and (b) a non-exclusive easement through the Parking Garage Space reasonably necessary for

the construction, maintenance, repair and replacement of Improvements to be located in the Condo Parking Space and footings, pilings, support columns and/or walls and foundations therefor.

Section 3.5.2. Condo Parking Access. The owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Condo Space (for the benefit of the Condo Space): (a) a non-exclusive easement for ingress to, egress from, and use of the driveways, ramps, entrances and stairways or stairwells in or appurtenant to the Parking Garage for access to the Condo Parking; and (b) a non-exclusive easement for pedestrian transit through that portion of the Parking Garage Improvements located within the first level of the Office Space which is reasonably necessary for access to the first floor common areas of the Condo Project located within the Office Space, all subject to the Owner of the Condo Space bearing its fair share of the costs and expenses of maintaining those driveways and ramps of the Parking Garage as are used by both the Owner of the Parking Garage Space and the Owner of the Condo Space, such amount to be based on the usage of said driveways and ramps by the respective parties, their invitees, licensees, guests and tenants.

Section 3.5.3. Condo Space Trash Room. The Owner of the Parking Garage Space for itself and its successors and assigns hereby grants to the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space): (a) an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of a trash room for the deposit, storage and collection of only the compacted garbage, trash and refuse from the Condo Project, subject to the Owner of the Condo Space's obligation to maintain said trash room in a neat and tidy manner at all times; (b) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Parking Garage for support of said trash room and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Parking Garage; and (c) a non-exclusive easement to use the Parking Garage elevators, driveways and ramps at such times as will not interfere with the operations of the Parking Garage for the purpose of delivering and removing such compacted garbage, trash and refuse to said trash room. The approximate location of the Condo Space trash room is shown on the copy of the Plat of Survey of Easement No. 13 (Room P1A-3 on the Plans) attached hereto as Exhibit 36.

Section 3.5.4. Covenants of Grantee with respect to Section 3.5. The Owner of the Condo Space for itself and its successors and assigns hereby covenants with the Owner of the Parking Garage Space and its successors and assigns (for the benefit of the Parking Garage Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Parking Garage or jeopardize support of the Health Club and it will not unreasonably interfere with operation of the Parking Garage.

Section 3.6. Grants Burdening Parcel 4 Benefiting Parcel 2.

Section 3.6.1. Hotel Corridor and Emergency Exit. The Owner of the Health Club Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space and its successors and assigns (for the benefit of the Hotel Space): (a) an easement for non-exclusive use of the corridor located in the Health Club Space on the roof of the Condo Parking for ingress to, egress from, and access to the Health Club, Condo Project, Office Building, and Hotel; and (b) a non-exclusive easement for pedestrian transit through the Health Club Space to the extent necessary for emergency exit from the Hotel by way of the Parking Garage Stair located as shown on the copy of the Plat of Survey of Easement No. 8 attached hereto as Exhibit 30.

Section 3.6.2. Covenants of Grantee with respect to Section 3.6. The Owner of the Hotel Space for itself and its successors and assigns hereby covenants with the Owner of the Health Club Space and its successors and assigns (for the benefit of the Health Club Space) that in exercising the rights herein granted it will not unreasonably interfere with operation of the Health Club.

Section 3.7. Grants Burdening Parcel 4 Benefiting Parcel 3 and Parcel 6. The Owner of the Health Club Space for itself and its successors and assigns hereby grants to the Owner of the Parking Garage Space and the Owner of the Condo Parking Space and their respective successors and assigns (for the benefit of the Parking Garage Space and the Condo Parking Space) a non-exclusive easement for pedestrian transit through the Health Club Space to the extent necessary for emergency exit from the Parking Garage and Condo Parking by way of the Parking Garage Stair located as shown on the copy of the Plat of Survey of Easement No. 8 attached hereto as Exhibit 30.

Section 3.8. Grants Burdening Parcel 5 Benefiting Parcel 2.

Section 3.8.1. Hotel Telephone Equipment Room. The Owner of the Office Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space and its successors and assigns (for the benefit of the Hotel Space): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of a telephone equipment room located on the first floor of the Office Space; and (b) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Office Building and Condo Project for support of said telephone equipment room and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Office Building and Condo Project. The approximate location of the Hotel's telephone equipment room is shown on the copy of the Plat of Survey of Easement No. 1 (Rooms C1-28 and C1-28A on the Plans) attached hereto as Exhibit 1.

Section 3.8.2. Covenants of Grantee with respect to Section 3.8. The Owner of the Hotel Space for itself and its successors and assigns hereby covenants with the Owner of the Office Space and its successors and assigns (for the benefit of the Office Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Office Building or Condo Project and it will not unreasonably interfere with operation of the Office Building.

Section 3.9. Grants Burdening Parcel 5 Benefiting Parcel 3.

Section 3.9.1. Parking Garage Elevators. The Owner of the Office Space for itself and its successors and assigns hereby grants to the Owner of the Parking Garage Space and its successors and assigns (for the benefit of the Parking Garage Space): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of the Parking Garage elevators, stairway, office, restrooms and the Parking Garage elevator lobbies located within the Office Space and/or Office Building; (b) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Office Building and Condo Project for support of such Parking Garage facilities and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Office Building and Condo Project; and (c) a non-exclusive easement for pedestrian transit through the corridors or lobby areas of the Office Building to the extent necessary for emergency exit from the Parking Garage. The approximate location of such Parking Garage facilities is shown on the copies of the Plats of Survey of Easement No. 6A (Parking first level Elevators 15 and 16, Stair 19, Rooms C1-31,

C1-32, C1-33, C1-34 and C1-35 on the Plans) attached as Exhibit 17, Easement No. 6B (Parking second level Elevators 15 and 16, Stair 19, and Rooms P2-4, P2-5 and P2-7 on the Plans) attached as Exhibit 18, Easement No. 6C (Parking third level Elevators 15 and 16, Stair 19 and Rooms P3-3 and P3-4 on the Plans) attached as Exhibit 19, Easement No. 6D (Parking fourth level Elevators 15 and 16, Stair 19 and Rooms P4-3 and P4-4 on the Plans) attached as Exhibit 20, Easement No. 6E (Parking fifth level Elevators 15 and 16, Stair 19 and Rooms P5-3 and P5-4 on the Plans) attached as Exhibit 21, Easement No. 6F (Parking sixth level Elevators 15 and 16, Stair 19 and Rooms P6-3 and P6-4 on the Plans) attached as Exhibit 22 and Easement No. 6G (Parking seventh level Elevators 15 and 16, Stair 19 and Rooms P7-3 and P7-4 on the Plans) attached as Exhibit 23.

Section 3.9.2. Covenants of Grantee with respect to Section 3.9. The Owner of the Condo Space for itself and its successors and assigns hereby covenants with the Owner of the Office Space and its successors and assigns (for the benefit of the Office Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Office Building or jeopardize support of the Condo Project and it will not unreasonably interfere with operation of the Office Building.

Section 3.10. Grants Burdening Parcel 5 Benefiting Parcel 6.

Section 3.10.1. Condo Common Areas and Apartment Units. The Owner of the Office Space for itself and its successors and assigns hereby grants to the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of the Condo Project Improvements situated within the Office Space, including the Condo Project apartment unit located within the second floor of the Office Building, the Condo Project apartment unit located within the third floor of the Office Building and the Condo Project common area entrances, lobbies, storage areas, service areas, stairways and elevators located within the Office Space; (b) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Office Building for support of such Condo Project Improvements and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Office Building; and (c) a non-exclusive easement to use corridors of the Office Building for emergency exit. The approximate locations of the Condo Project apartment units and certain common areas within the Office Space are shown on the copies of the Plats of Survey of Easement No. 2 (Condo first floor Elevators 6, 7, 8, 9, 12, 13 and 14, Stairs 13, 14, 15, 16, 17 and 18 and their associated exitways (including but not limited to Rooms C1-2, C1-7, C1-8, C1-11 and C1-38), and Rooms C1-1, C1-1A, C1-1B, C1-13, C1-14, C1-15, C1-16, C1-16A, C1-17, C1-18, C1-19, C1-20, C1-24, C1-25, C1-26, C1-29, C1-39, C1-39A, C1-42 and C1-43 on the Plans) attached as Exhibit 2, Easement No. 3A (Condo east tower core second floor Elevators 6 and 7 and Stairs 13 and 14 on the Plans) attached as Exhibit 3, Easement No. 3B (Condo east tower core third floor Elevators 6 and 7 and Stairs 13 and 14 on the Plans) attached as Exhibit 4, Easement No. 3C (Condo east tower core fourth floor Elevators 6 and 7 and Stairs 13 and 14 on the plans) attached as Exhibit 5, Easement No. 3D (Condo east tower core fifth floor Elevators 6 and 7 and Stairs 13 and 14 on the Plans) attached as Exhibit 6, Easement No. 4A (Condo south tower core second floor Elevators 8 and 9 and Stairs 15 and 16 on the Plans) attached as Exhibit 7, Easement No. 4B (Condo south tower core third floor Elevators 8 and 9 and Stairs 15 and 16 on the Plans) attached as Exhibit 8, Easement No. 4C (Condo south

tower core fourth floor Elevators 8 and 9 and Stairs 15 and 16 on the Plans) attached as Exhibit 9, Easement No. 4D (Condo south tower core fifth floor Elevators 8 and 9 and Stairs 15 and 16 on the Plans) attached as Exhibit 10, Easement No. 5A (Condo north tower core second floor Elevators 12 and 13, Stairs 17 and 18 and Room C2-5 on the Plans) attached as Exhibit 11, Easement No. 5B (Condo second floor apartment unit Rooms C2-6, C2-6A, C2-7, C2-8, C2-9, C2-10, C2-11, C2-12, C2-13, C2-14, C2-15, C2-16, C2-17, C2-18, C2-18A and C2-19 and Stair 18A on the Plans) attached as Exhibit 12, Easement No. 5C (Condo north tower core third floor Elevators 12 and 13, Stairs 17 and 18 and Room C3-5 on the Plans) attached as Exhibit 13, Easement No. 5D (Condo third floor apartment Rooms C3-6, C3-6A, C3-7, C3-8, C3-9, C3-10, C3-11, C3-12, C3-13, C3-14, C3-15, C3-16, C3-17, C3-18 and C3-19 on the Plans) attached as Exhibit 14, Easement No. 5E (Condo north tower fourth floor Elevators 12 and 13 and Stairs 17 and 18 on the Plans) attached as Exhibit 15, Easement No. 5F (Condo north tower fifth floor Elevators 12 and 13 and Stairs 17 and 18 on the Plans) attached as Exhibit 16, Easement No. 7A (Condo second level parking Elevator 14 and Room P2-6 on the Plans) attached as Exhibit 24, Easement No. 7B (Condo third level parking Elevator 14 and Room P3-5 on the Plans) attached as Exhibit 25, Easement No. 7C (Condo fourth level parking Elevator 14 and Room P4-5 on the Plans) attached as Exhibit 26, Easement No. 7D (Condo fifth level parking Elevator 14 and Room P5-5 on the Plans) attached as Exhibit 27, Easement No. 7E (Condo sixth level parking Elevator 14 and Room P6-5 on the Plans) attached as Exhibit 28 and Easement No. 7F (Condo seventh level parking Elevator 14 and Room P7-5 on the Plans) attached as Exhibit 29.

Section 3.10.2. Condo Support. The Owner of the Office Building for itself and its successors and assigns hereby grants to the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space): (a) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Office Building for support of the Condo Project Improvements situated within Areas 6C and 6D of Parcel 6 and to house Utility Conduits in the walls, floors, ceilings, foundations and supports of the Office Building; and (b) a non-exclusive easement through the Office Space reasonably necessary for the construction, maintenance, repair and replacement of Condo Project Improvements other than Condo Parking.

Section 3.10.3. Covenants of Grantee with respect to Section 3.10. The Owner of the Condo Space for itself and its successors and assigns hereby covenants with the Owner of the Office Space and its successors and assigns (for the benefit of the Office Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Office Building or jeopardize support of improvements of the Hotel or Parking Garage located in the Office Space and it will not unreasonably interfere with operation of the Office Building, the Hotel or the Parking Garage.

Section 3.11. Grants Burdening Parcel 6 Benefiting Parcel 2.

Section 3.11.1. Hotel Emergency Exit and Telephone Equipment Room Access and Support. The Owner of the Condo Space for itself and its successors and assigns hereby grants to the Owner of the Hotel and its successors and assigns (for the benefit of the Hotel Space): (a) an easement for non-exclusive use of the Park for emergency exit from the Hotel by way of the Health Club Space and the Parking Garage Stair located approximately as shown on the copy of the Plat of Survey of Easement No. 8 attached hereto as Exhibit 30, and (b) an easement for non-exclusive use of the corridors of the Condo Project Improvements located within the Office Space for ingress to, egress from and access to the Hotel telephone equipment room described in Section 3.8.1 above.

Section 3.11.2. Central Plant Cooling Towers. The Owner of the Condo Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space and its successors and assigns (for the benefit of the Hotel Space and any successor owner of the Central Plant): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, support, maintenance, repair and replacement of cooling towers, underground fuel tanks, vaults and other facilities to be used in conjunction with the Central Plant and the right to house Utility Conduits underground within the Park and in the walls, floors, ceilings, footings, foundations and supports of the Condo Project. The approximate location of such Central Plant facilities other than Utility Conduits is shown on the Plat of Survey of Easement No. 8A attached hereto as Exhibit 31.

Section 3.11.3. Covenants of Grantee with respect to Section 3.11. The Owner of the Hotel Space for itself and its successors and assigns and any successor to the Central Plant referred to in Section 3.11.2 hereby covenants with the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space) that in exercising the rights herein granted it will not unreasonably interfere with operation of the Condo Project and, with respect to the rights granted in Section 3.11.2, it will use and maintain the Central Plant as provided in these CC&Rs.

Section 3.12. Grants Burdening Parcel 6 Benefiting Parcel 3.

Section 3.12.1. Parking Garage Stairwell and Elevators, Condo Parking Stairs, and Emergency Exit. The Owner of the Condo Space for itself and its successors and assigns hereby grants to the Owner of the Parking Garage Space and its successors and assigns (for the benefit of the Parking Garage Space): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of one or more staircases, stairways, elevators and elevator lobby for use in connection with the Parking Garage; (b) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support of the Condo Project (including the Condo Parking) for support of such facilities and to house Utility Conduits in the walls, floors, ceilings, footings, foundations and supports of the Condo Project; (c) an easement for non-exclusive use of all staircases and stairwells of the Condo Parking; and (d) an easement for non-exclusive use of the Park and of those corridors of the Condo Project located on the first level of the Office Space for emergency exit. The approximate locations of elevators, elevator machinery and elevator lobby within the Condo Project and of the Parking Garage staircase located within the Park are shown on the copies of the Plats of Survey of Easement No. 8 (Stair 12 on the Plans and located in the Park) attached as Exhibit 30 and Easement No. 12 (Parking sixth level Elevators 15 and 16 and Rooms C6-1, C6-2, C6-3 and C6-3A on the Plans) attached as Exhibit 35.

Section 3.12.2. Covenants of Grantee with respect to Section 3.12. The Owner of the Parking Garage Space for itself and its successors and assigns hereby covenants with the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Condo Project and it will not unreasonably interfere with operation of the Condo Project.

Section 3.13. Grants Burdening Parcel 6 Benefiting Parcel 4.

Section 3.13.1. Health Club Support - Condo Parking. The Owner of the Condo Space for itself and its successors and assigns hereby grants to the Owner of the Health Club Space and its successors and assigns (for the benefit of the Health Club Space):

(a) a non-exclusive easement to use the walls, floors, footings, foundations and other structural support and the roof of the Condo Parking for the support of the Health Club (it being understood that the said roof may be the sub-floor of the Health Club) and to house Utility Conduits in the walls, floors, ceilings, foundations, supports and in, above or under the roof of the Condo Parking; and (b) a non-exclusive easement through the Condo Parking portion of the Condo Space reasonably necessary for the construction, maintenance, repair and replacement of Improvements to be located in the Health Club Space and below the roof of the Condo Parking, as described in Section 3.13.2 below, and footings, pilings, support columns and/or walls and foundations therefor.

Section 3.13.2. Health Club Facilities in Condo Parking and Emergency Exit.

The Owner of the Condo Space for itself and its successors and assigns hereby grants to the Owner of the Health Club Space (for the benefit of the Health Club Space): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of (i) the Health Club swimming pool and related equipment, (ii) Utility Conduits, (iii) insulation, and (iv) soffits housing such elements of the Health Club above the top parking level of and below the roof of the Condo Parking, it being understood that the approximate maximum depth of such installations descending from the roof of the Condo Parking will not exceed approximately four feet eight inches (4'8"), except that, under and surrounding the area of the swimming pool structure, such approximate maximum depth descending from the said roof will not exceed approximately seven feet six inches (7'6"); (b) an easement for non-exclusive use of all Condo Parking staircases and stairwells; and (c) an easement for non-exclusive use of the Park for emergency exit from the Health Club by way of the Parking Garage Stair located approximately as shown on the copy of the Plat of Survey of Easement No. 8 attached hereto as Exhibit 30. The approximate location of the structure of the swimming pool within the Condo Parking (but not including the equipment, insulation, soffits and housing surrounding the pool) is shown on the copy of the Plat of Survey of Easement No. 19 attached hereto as Exhibit 42.

Section 3.13.3. Covenants of Grantee with respect to Section 3.13. The Owner of the Health Club Space for itself and its successors and assigns hereby covenants with the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Condo Parking or Parking Garage and it will not unreasonably interfere with operation of the Condo Project.

Section 3.14. Grants Burdening Parcel 6 Benefiting Parcel 5.

Section 3.14.1 Office Use of Condo Space. The Owner of the Condo Space for itself and its successors and assigns hereby grants to the Owner of the Office Space and its successors and assigns (for the benefit of the Office Space): (a) a non-exclusive easement for ingress to and egress from and an exclusive easement for access to and construction, installation, use, maintenance, repair and replacement of various Office Building Improvements situated within the Condo Space, including without limitation, footings, foundations and other structural support of the Office Building and retail areas, offices, lobbies, elevators, staircases, and service areas of the Office Building, Hotel and Parking Garage on and below the surface of Area 6A of Parcel 6, and certain Office Building Improvements located within the sixth floor of the Condo Project (including the Office Building elevators, mechanical rooms and mezzanine floor) within Area 6C of Parcel 6; (b) a non-exclusive easement to use the walls, floors, footings, foundations

and other structural support of the Condo Project for support of the Office Building and those improvements of the Hotel and Parking Garage within or contiguous to the Office Building or Condo Project within the Office Space and to house Utility Conduits for all improvements in the Office Space within the walls, floors, ceilings, footings, foundations and supports of the Condo Project; and (c) a non-exclusive easement through the Condo Space and that portion of the Condo Project within the Office Space reasonably necessary for the construction, maintenance, repair and replacement of Office Building Improvements and improvements of the Hotel and Parking Garage within the Office Space. The approximate locations of Office Building Improvements located on the sixth floor of the Condo Project within Area 6C of Parcel 6 is shown on the copies of the Plats of Survey of Easement No. 9 (Rooms C6-12 and C6-13 on the Plans) attached as Exhibit 32, Easement No. 10 (Rooms C6-27 and C6-28 on the Plans) attached as Exhibit 33 and Easement No. 11 (Elevators 10 and 11 and Room C6M-1 on the Plans) attached as Exhibit 34.

Section 3.14.2. Office Use of Condo Park. The Owner of the Condo Space for itself and its successors and assigns hereby grants to the Owner of the Office Space and its successors and assigns (for the benefit of the Office Space): (a) an easement for non-exclusive use of that portion of the Park which is contiguous to Charles Street and northerly of the Office Space (i) for loading and unloading purposes of occupants of the first floor of the Office Building, such loading and unloading area to be used in common with the Condo Project and the right of any use of the area for loading and unloading being subject to any required consent of the Department, and (ii) subject to any required consent of the Department, for the construction, maintenance, use, repair and replacement of a facility for the exclusive use of occupants of the first floor of the Office Building for the collection and storage of refuse; (b) an easement for the installation, use, operation, maintenance, repair and replacement of signs and antennae on the exterior walls of the Office Building, which signs and antennae may protrude into the Park; (c) subject to any required consent of the Department, an easement for any occupant of the first floor of the Office Building to use that portion of the Park which is contiguous to Charles Street and westerly of the Office Space for seating, tables, service and sale of food and beverage to the public as part or an extension of any such food and beverage operation conducted within the Office Building; (d) an easement for non-exclusive use of the Park for ingress to, egress from and access to the Office Building and for the construction, maintenance, use, repair and replacement of a canopy not more than fifteen (15) feet wide between Charles Street and the main entrance to the Office Building.

Section 3.14.3. Office Access through Condo Project. The Owner of the Condo Space for its successors and assigns hereby grants to the Owner of the Office Space and its successors and assigns (for the benefit of the Office Space): (a) an easement for non-exclusive use, subject to reasonable security precautions, of the first floor lobby and corridors of that portion of the Condo Project located within the Office Space, the sixth floor corridors of the Condo Project, and Condo Elevator No. 14 (also known as the Condo Parking elevator) to provide ingress to and egress from the Office Building Improvements located on the sixth floor of the Condo Project and (b) an easement for non-exclusive use of all stairwells, stairways and corridors of the Condo Project for emergency exit from the Office Building.

Section 3.14.4. Covenants of Grantee with respect to Section 3.14. The Owner of the Office Space for itself and its successors and assigns hereby covenants with the

Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space) that in exercising the rights herein granted it will not produce an unsafe aggregate weight or load on the Condo Project and it will not unreasonably interfere with operation of the Condo Project; and, in addition, it will cause any open space area of the Park to be maintained free of any trash or refuse which may result from Grantee's exercise of the rights granted in Section 3.14.2.

Section 3.15. Grants Burdening Parcel 6 Benefiting Parcel 2, Parcel 3, Parcel 4 and Parcel 5.

Section 3.15.1. Access to Condo Roof and Related Area. The Owner of the Condo Space for itself and its successors and assigns hereby grants to the Owner of the Hotel Space, the Owner of the Parking Garage Space, the Owner of the Health Club Space and the Owner of the Office Space and their respective successors and assigns (for the benefit of the Hotel Space, the Parking Garage Space, the Health Club Space and the Office Space): (a) an easement for non-exclusive use of the roof of and/or the exterior walls housing elevators or elevator machinery of the Condo Project Improvements located in Area 6C of Parcel 6 for the installation, use, maintenance, repair and replacement of one or more antennae, satellite dishes or similar devices as same may change from time to time for the sending or reception of radio, telephone, television or other communication signals in connection with any system or systems which serve any Improvements located in the Property; (b) an easement for non-exclusive use of Room C25-25 as shown on the Plans (located on the 25th construction floor, being the 26th floor as known for occupancy) for the installation, use, maintenance, repair and replacement of equipment related to any such communication system or systems; (c) a non-exclusive easement to house Utility Conduits related to any such system or systems on said roof and exterior walls and in the walls, floors, ceilings, foundations and supports of the Condo Project; (d) a non-exclusive easement for ingress to, egress from and access to said roof, said exterior walls, said Room C25-25 and said Utility Conduits, including, subject to compliance with reasonable security precautions of the Condo Project, non-exclusive use of the elevators of the Condo Project for the purpose of exercising the rights herein granted; and (e) the right to license in whole or in part all or any rights granted in this Section 3.15.1 to any party or entity which may provide any such communication system or install, maintain or replace any such devices, equipment and Utility Conduits. Although not an exclusive easement, for the convenience of any condominium owners' association of the Condo Project, the approximate location of Room C25-25 is shown on the copy of Easement No. 20 attached as Exhibit 43.

Section 3.15.2. Covenants of Grantees with respect to Section 3.15. The Owner of the Hotel Space, the Parking Garage Space, the Health Club Space and the Office Space, individually but not jointly and severally for themselves and their respective successors and assigns and licensees hereby covenant with the Owner of the Condo Space and its successors and assigns (for the benefit of the Condo Space) that in exercising the rights herein granted they will not produce an unsafe aggregate weight or load on the Condo Project and will not unreasonably interfere with the Condo Project.

Section 3.16. General Grants.

Section 3.16.1. General Grant of Easements. The Owner of each of Parcels 2 through 6 for itself and its successors and assigns (with respect to the Parcel(s) it owns) hereby grants to each of the other Owners (for the benefit of the Parcel(s) or portion thereof each of them owns) a non-exclusive easement for all necessary construction, installation, use, support (including Common Walls), maintenance, repair, replacement, restoration, ingress and egress in connection with the Improvements to be situated on each such Parcel, Utility Conduits contained in or serving such Improvements, and reasonable signage necessary to direct traffic to each of the Improvements.

Section 3.16.2. Encroachments and Overlaps. The Owner of each of Parcels 2 through 6 for itself and its successors and assigns acknowledges that in the Improvements as actually constructed the elevations and dimensions of the Improvements in the Parcels may vary somewhat from the elevations and dimensions set forth in the Parcels as designated herein and on the Amended Subdivision of Harbor Court, and hereby agrees that each of the Owners (with respect to the Parcel(s) each of them owns) for itself and its successors and assigns hereby grants to each of the Owners and their respective successors and assigns (for the benefit of the Parcel(s) each of them owns) a non-exclusive easement for any encroachments or overlaps caused by any slight or immaterial variations in elevations and dimensions which may exist in connection with the Improvements as constructed or as such Improvements may exist from time to time.

Section 3.16.3. Right to Grant Further Easements. The Owner of each of Parcels 2 through 6 for itself and its successors and assigns (with respect to the Parcel(s) it owns) hereby acknowledges and agrees that the Grantee of any exclusive easement has the right to grant further easements within such exclusive easement to any Owner of any other Parcel so long as the additional use of such easement shall not unduly burden same.

Section 3.17. General Covenants. The Owner of each of Parcels 2 through 6 for itself and its successors and assigns (with respect to the Parcel(s) it owns) hereby acknowledges and agrees that any Grantee of an easement shall have the obligation to repair and restore any damage to the Parcel burdened by such easement which damage is caused by the use of such easement by such Grantee or any person claiming through such Grantee.

Section 3.18. Additional Easements and Further Assurances. The Owner of each of Parcels 2 through 6 for itself and its successors and assigns (with respect to the Parcel(s) it owns) hereby acknowledges and agrees that if any additional easement with respect to the development and use of the Parcels 2 through 6 or the Improvements developed thereon is determined by the Owner(s) thereof or the Department to be reasonably necessary to effectuate the development and use thereof as contemplated by the Redevelopment Agreement, then such Owner(s) shall promptly enter into an appropriate written document establishing such easement.

Section 3.19. Right to Relocate Easements. The Owner of each of Parcels 2 through 6 for itself and its successors and assigns (with respect to the Parcel(s) it owns) hereby acknowledges and agrees that the easements reserved and granted to any Grantee pursuant to these CC&Rs shall be subject to relocation by the Owner of the burdened Parcel to the extent reasonably required for the operation of the burdened Parcel to another reasonably convenient location within the burdened Parcel at the sole cost and expense of the Owner of the burdened Parcel provided such relocation does not unreasonably adversely affect the use thereof by the benefited Parcel(s).

Section 3.20. Termination of Easements. The Owner of each of Parcels 2 through 6 for itself and its successors and assigns (with respect to the Parcel(s) it owns) hereby agrees that any easement granted herein or pursuant hereto may be terminated by an instrument in recordable form terminating such easement executed by the then Owner(s) of the benefited Parcel(s) [including Parcel(s) benefited by a further easement granted pursuant to this instrument or any instrument granted pursuant to Section 3.16.3 hereof] and the then Owner(s) of the burdened Parcel; provided, however, that the termination of any easement shall not be enforceable without the written consent of the Mortgagee(s) of the benefited Parcel(s) evidenced on such instrument or by separate instrument(s);

and, further provided, that the termination of any easement necessary for the maintenance and operation of the Central Plant shall not be enforceable without the written consent of the Owner(s) and Mortgagee(s) of Parcels 2 through 6 evidenced on such instrument or by separate instrument(s) except that such consent shall not be required from any Owner which, prior thereto, with the consent of its Mortgagee(s) shall have, with the consent of the other Owners, entered into and recorded an agreement wherein all rights and benefits of the Central Plant appurtenant to such Owner's Parcel have been terminated.

The Owner of any Parcel benefited by any easement to be terminated by mutual agreement may remove from such easement area all of its personal property, equipment, and trade fixtures and, at its sole cost and expense, shall restore all damage to remaining improvements caused by such removal; provided, however, that no stairs, elevators, support elements, ceilings, floors and their coverings, walls and their coverings, standard lighting, plumbing and similar fixtures installed in such area and generally deemed to be real property shall be removed without the prior written consent of the Owner of the Parcel burdened by the easement to be terminated. The Owner of any Parcel burdened by any exclusive easement to be terminated by mutual agreement may, as a condition of such termination, require that the Owner(s) of the benefited Parcel(s), at its/their sole cost and expense, remove all its/their property, equipment, trade fixtures and Improvements from the easement area to such extent as reasonably necessary for the Owner to make reasonable use of the easement area for other purposes. Any property of the Owner(s) of any benefited Parcel(s) remaining in any exclusive easement area following termination of such easement pursuant hereto shall, unless provided otherwise in any such termination agreement, be deemed the property of the Owner of the Parcel which was burdened thereby.

Section 3.21. Further Specificity. The easements reserved by or granted to any Grantee pursuant to these CC&Rs shall be identified on each Grantee's Construction Plans and, to the extent not recorded among the Exhibits attached hereto, may, to the extent desired by any Owner of a burdened or benefited Parcel, be identified on a location plat or plats or on plat(s) of survey which may be recorded among the Land Records of Baltimore City to be prepared and recorded at the expense of the Owner(s) desiring such plat(s) and recording thereof.

ARTICLE IV COVENANTS RE: MAINTENANCE

Section 4.1. Maintenance. For a period of twenty-five (25) years and thereafter as long as any Improvements (as constructed, reconstructed or restored from time to time) may be reasonably structurally functional, the Improvements shall be maintained in such a manner as to be clean and sanitary, and all repairs or replacements as may be necessary to keep such improvements functional and operable and in accordance with applicable laws and codes shall be promptly and properly made.

Section 4.2. Cost Maintenance. Cost-Sharing and Common Facilities. Certain work in connection with the maintenance of the structures and facilities, although performed by one Owner, will be in whole or in part for the benefit of the other Owner(s). The Grantor, as Owner of Parcels 2 through 6, has therefore set forth the responsibility of each of the respective Owners with regard to the performance of maintenance together with provisions for the allocation of the cost of performing such maintenance, based

upon the proportionate cost and usage of the facilities and structures and the utilities and utility facilities used in connection with the Parcels, in an instrument of even date herewith and captioned Amended and Restated Harbor Court Maintenance Memorandum (the "Maintenance Memorandum"), which is being recorded approximately concurrently herewith among the Land Records of Baltimore City and which for clarity supersedes and replaces the unrecorded instrument executed by Grantor dated June 24, 1985 and captioned Harbor Court Maintenance Memorandum which contained references to the Declaration superseded and replaced by this instrument. The Owner of each Parcel hereby agrees to perform the maintenance of all of those facilities and to bear the maintenance responsibility for which, under said Maintenance Memorandum, is to be borne by such Owner, and to pay all of the costs, and shares of costs, required to be paid by such Owner under said Maintenance Memorandum. The Maintenance Memorandum, among other things, provides for the operation and allocation of shared costs of the Central Plant, shared maintenance costs of certain parking ramps, driveways and equipment as between the Owner of the Condo Space and the Owner of the Parking Garage Space, certain shared security and life safety systems costs, and certain shared utility costs.

Section 4.3. Modified Memorandum. The Maintenance Memorandum also provides for modification of the method of allocating costs if the methods set forth therein prove unfair or inequitable as determined by operating experience. If, pursuant to the Maintenance Memorandum, the allocation of any cost shall be revised, then the Owners shall upon request of any of them, execute, acknowledge and deliver to each other an instrument in recordable form modifying said Maintenance Memorandum to conform to such revision, but the failure of any Owner to execute such a modification shall not affect the force or effect of any such revision made in accordance with the Maintenance Memorandum.

ARTICLE V COVENANTS RE: LIENS

Section 5.1. No Liens to Attach. No owner shall cause or permit any lien or encumbrance to attach to any parcel of which he is not the Owner, provided, however, that nothing contained herein shall prohibit any Owner from pledging or granting a lien or encumbrance upon all rights appurtenant to any Parcel owned by such Owner.

Section 5.2. Compliance with Lien Law. Each Owner shall comply with the applicable tax lien and the construction lien laws of the State of Maryland so that payments made by them for taxes, labor and materials will be proper payments and so as to protect the other Parcels not owned by that Owner against tax, mechanic's or construction liens. Each Owner shall deliver to the other Owners copies of all notices received with respect thereto.

ARTICLE VI COVANT RE: CONSTRUCTION AND OPERATION OF PARKING GARAGE

Section 6.1. Compliance with Parking Requirements. The Owner of the Parking Garage Space shall construct the Parking Garage in a manner which is deemed to allow

the Owners of all of the Parcels to comply (or be deemed to comply) with all applicable requirements, regulations or restrictions relating to parking in connection with the Hotel, Office Building, Health Club and Condo Project at the time the Parking Garage is constructed. In particular, but not by way of limitation, the Owner of the Parking Garage Space shall construct the Parking Garage so as to allow the Owner of the Condo Space to construct its Condo Parking within the Condo Parking Space. To the maximum extent reasonably practical, the Owner of the Parking Garage shall operate the Parking Garage in a manner which enables the Owner(s) of the other Parcels to continue to satisfy such requirements. To the extent of the insurance proceeds available therefor, the Owner of the Parking Garage Space shall, if any of the other Owners so requires, rebuild the Parking Garage in the event of the partial or total destruction thereof to the extent so required. If, for any reason whatsoever including but not limited to any provisions of these CC&Rs not requiring such restoration, the Owner of the Parking Garage fails completely to restore the Parking Garage to the extent required by any of the other Owners, then, in addition to all other rights and remedies the other Owners may have at law or in equity, they shall have the option to purchase the Parking Garage pursuant to Section 6.2 hereof.

Section 6.2. Option to Purchase Parking Garage. Should the Owner of the Parking Garage Space elect to: (a) terminate the operation of the Parking Garage; or (b) fail promptly to undertake to restore the Parking Garage and diligently pursue same to completion in the event of the damage or destruction thereof, the Owner of the Hotel Space shall have the option to purchase the Parking Garage Space, together with all Improvements therein, for a purchase price equal to the then fair market value thereof, subject to the obligation to restore same described in Section 6.1 above. Said fair market value shall be determined by an independent appraiser mutually satisfactory to the then Owners of the Parking Garage Space and the Hotel Space and any Mortgagee of the Parking Garage Space. If no such appraiser can be selected, then either of such Owners or any Mortgagee of the Parking Garage Space may submit the matter to any court having jurisdiction thereof. Said purchase price shall be paid within sixty (60) days following notice of exercise being delivered to the then Owner of the Parking Garage Space (plus any additional time required if court action is required to select an appraiser). Concurrently with the receipt thereof by the then Owner of the Parking Garage Space, he/it shall convey the Parking Garage Space and the Parking Garage to the Owner of the Hotel Space. If the Owner of the Hotel Space elects not to exercise this option, then the Owner of the Health Club Space may exercise same. If the Owner of the Health Club Space elects not to exercise this option, then the Owner of the Office Space may exercise same. If the Owner of the Office Space elects not to exercise this option, the condominium owners' association of the Condo Project (if such association is then in existence) or the Owner of the Condo Space (if such association is not then in existence) may exercise same.

The exercise of the foregoing purchase option by any optionee shall be subject to any liens or encumbrances or other matters affecting title to the Parking Garage Space or the Parking Garage at the time of such exercise, and the cash portion of the purchase price shall be reduced by the amount of any such liens or encumbrances. In the event, however, the amount of such liens and encumbrances exceeds the purchase price, the optionee may elect not to complete the purchase and, in such event, the other optionees shall have the right to exercise the option.

The purchase option granted herein shall expire twenty-one (21) years after the death of the last survivor of the lineal descendants of Robert F. Kennedy living on December 20, 1985.

Section 6.3. Parking Spaces. So long as the Parking Garage is in operation, the Owner of the Hotel shall have the right to lease at least fifty (50) parking spaces in the Parking Garage, each of said leases to be on essentially the same basis as the long term rental rates then in effect for parking space in a comparable garage. The Owner of the Parking Garage shall make space available to users of the Office Building on a basis no less favorable than to the general public.

Section 6.4. Right of First Refusal. The Owner of the Parking Garage Space for itself and its successors and assigns covenants that it will not (other than a grant for security or of easements reasonably incident to the development of the Property or a lease for a term of three (3) years or less including the period of any options of extension or renewal) sell or convey title to the Parking Garage Space, the Parking Garage, or any part thereof except a sale or lease pursuant to a bona fide written offer complete in its terms, and then only if an offer to sell or lease to the Owner of the Hotel upon identical terms has first been made and not accepted by it within twenty-one (21) days after its receipt. If the Owner of the Parking Garage fails to consummate such sale or lease within ninety (90) days following the expiration of said twenty-one (21) day period, the property or interest subject to such offer shall once again become subject to this right of first refusal. Leases of not more than 25 parking spaces to any one person shall not be subject to this Section 6.4. The Owner of the Parking Garage shall have the right to convey title to the Parking Garage Space to a corporation, partnership or other entity controlled by the Owner of the Parking Garage Space without complying with the provisions of this Section 6.4. The provisions of this Section 6.4 shall not apply to a conveyance to (a) a Mortgagee of the Parking Garage Space pursuant to foreclosure or similar proceedings or deed in lieu thereof or (b) any purchaser pursuant to foreclosure or similar proceedings by such Mortgagee; provided, however, that the provisions hereof shall apply to any subsequent sale by such Mortgagee or such other purchaser.

The rights granted in this Section 6.4 shall expire twenty-one (21) years after the death of the last survivor of the lineal descendants of Robert F. Kennedy living on December 20, 1985.

ARTICLE VII COVENANTS RE: CONSTRUCTION AND OPERATION OF CENTRAL PLANT

Section 7.1. Construction of Central Plant. The Owner of the Hotel Space shall, on behalf of the Owners of Parcels 2 through 6, construct the Central Plant and cause it to be operated in a manner which will enable the Owners of all of the Parcels entitled thereto (and the Improvements therein) to be provided with adequate tempered water, heated water and chilled water used in the operation of heating and cooling systems of the Improvements. Subject to the provisions of Section 9.1.1 below, to the extent of the insurance proceeds and other amounts paid pursuant to Section 9.1.1 available therefor, the Owner of the Hotel Space (or any subsequent Owner of the Central Plant) shall, if any of the other Owners so requires, rebuild the Central Plant in the event of the partial or total destruction thereof. If, for any reason whatsoever, the Owner of the Hotel Space (or any subsequent Owner of the Central Plant) fails completely to restore the Central Plant to the extent required by the other Owners, then, in addition

to all other rights and remedies the other Owners may have at law or in equity, they shall have the option to purchase the Central Plant pursuant to Section 7.2 hereof. The Maintenance Memorandum sets forth the manner of allocating the costs of operating and maintaining the Central Plant and certain other shared facilities. The obligation of the Owner thereof to operate and maintain the Central Plant are contingent upon performance by the other Owners of their obligations related thereto as set forth in the Maintenance Memorandum and in these CC&Rs.

Section 7.2. Option to Purchase Central Plant. Should the Owner of the Central Plant elect to: (a) terminate the operation of the Central Plant; or (b) fail promptly to undertake to restore same and diligently pursue same to completion in the event of the damage or destruction thereof, the Owner of the Office Space shall have the option to purchase the Central Plant together with the necessary real and personal property interests (including without limitation insurance proceeds) for a purchase price of One Dollar, subject to the obligation to restore same described in Section 7.1 above. Said purchase price shall be paid within sixty (60) days following notice of exercise being delivered to the then Owner of the Central Plant. Concurrently with the receipt thereof by the then Owner of the Central Plant, he/it shall convey the Central Plant together with all necessary personal and real property interests to the Owner of the Office Space and shall pay over or cause to be assigned or made available to the Owner of the Office Space all insurance loss proceeds and other amounts paid or payable by all the Owners pursuant to Section 9.1.1 below. If the Owner of the Office Space elects not to exercise this option, then the Owner of the Parking Garage Space may exercise same. If the Owner of the Parking Garage Space elects not to exercise this option, then the condominium owners' association of the Condo Project (if such association is then in existence) or the Owner of the Condo Space (if such association is not then in existence) may exercise same. If said condominium owners' association or Owner of the Condo Space elects not to exercise this option, then the Owner of the Health Club Space may exercise same. If the Owner of the Health Club Space elects not to exercise this option and if at the time the Owner of the Hotel Space is not the Owner of the Central Plant, then the Owner of the Hotel Space may exercise same. There shall be no merger of the easement granted in Section 3.2.3 with fee title to Parcel 3 or the easement granted in Section 3.11.2 with fee title to Parcel 6 by reason of the Owner of either such Parcel also being the Owner (or subsequent grantees by assignment) of the easement.

The purchase option granted herein shall expire twenty-one (21) years after the death of the last survivor of the lineal descendants of Robert F. Kennedy living on December 20, 1985.

ARTICLE VIII COVENANTS RE: INSURANCE

Section 8.1. Structure Damage Insurance.

Section 8.1.1. The Owners shall jointly keep the entire Property and Improvements therein insured against loss or damage by fire, lightning, windstorm, hail, explosion, riot, damage from aircraft, smoke damage and such other risks, casualties and hazards, including boiler and machinery coverage, as may from time to time be carried by prudent owners of comparable buildings in the City of Baltimore, in an amount at least equal to ninety percent (90%) of the full replacement value thereof excluding the cost of excavation and of foundations, piers or other supports which are below the surface of

the land. (The full replacement value of any Improvements, exclusive of said cost, is hereinafter referred to as "such full replacement value".) Such policies shall to the extent requested by each Owner and available through insurers include rental value and/or business interruption insurance. Such policies shall be issued by insurance companies authorized to do business in Maryland having a current Best's rating of at least A. Such policies shall name as parties insured, as their interests may appear, (i) each of the Owners, (ii) at the request of any Owner, any lessee or mortgagee of all or any portion of the properties owned by such Owner, and (iii) at the request of any Owner (or such lessee), any holder of a fee or leasehold mortgage or similar security instrument which is a lien upon the fee interest of any Owner or the lease held by such lessee, and further (iv) during the course of construction, as such contractors' interests may appear, the general contractors of the Owners and such contractors' subcontractors of every tier. At the request of any Owner, such policies shall contain standard mortgage clauses in favor of any mortgagee of all or any portion of the properties owned by such party and/or any holder of a mortgage on a leasehold interest in all or any portion of such properties, as their interests may appear. Each such policy shall provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. The cost of such insurance shall be allocated among the parties in that proportion which such full replacement value of the improvements within the properties of each party, respectively, shall bear to such full replacement value of the Property and all of the Improvements, adjusted to the extent the use or condition of the Improvements within the Property of an Owner either favorably or adversely affects the average property insurance rating for the Property's Improvements. The allocation of the cost of such insurance shall include adjustment for such full replacement value of the Improvements of any party located within easement areas of the property of any other party and as to those common elements of the Improvements which serve more than one party, the respective share of such full replacement value of such common elements of the Improvements. The cost of rental value and/or business interruption insurance and boiler and machinery insurance shall be allocated in a fair and equitable manner. The cost of all insurance for the Central Plant shall be allocated pursuant to the Maintenance Memorandum.

If requested by any Owner or Mortgagee, insurance policies maintained pursuant to this Section 8.1.1 shall provide that all insurance proceeds in excess of one hundred thousand dollars (\$100,000.00) for any one occurrence of damage to the Central Plant shall be paid in trust to the Depository to be applied pursuant to Article IX hereof. If reasonably required by any Owner or its Mortgagees, insurance policies maintained pursuant to this Section 8.1.1 shall provide that all insurance proceeds in excess of one hundred thousand dollars (\$100,000.00) for any one occurrence of damage to elements of the Improvements which are used by such Owner but may not be owned by such Owner (such as but not limited to stairs, elevators and support elements) shall be paid in trust to the Depository to be applied pursuant to Article IX. If required by any Owner or its Mortgagees, insurance policies maintained pursuant to this Section 8.1.1 shall provide that all insurance proceeds for damage to said Owner's Improvements (or proceeds in excess of any then designated limit) shall be paid in trust to the Depository to be applied pursuant to Article IX.

In the event insurance policies required to be maintained pursuant to these CC&Rs are not issued explicitly in accordance with the intent of the Owners and the reasonable

requirements of any Mortgagee, the parties shall execute appropriate insurance agreements for the use of insurance loss proceeds, which such agreements shall be subject to the reasonable approval of any Mortgagee. Each insured party and its mortgagee/s shall be entitled to be provided with a duplicate original of the policy or policies or appropriate insurance certificates that the same will not be cancelled without thirty (30) days prior notice.

Section 8.1.2. Each Owner shall promptly pay or cause to be paid by insured parties claiming through such Owner the cost of insurance required in Section 8.1.1 allocated to such Owner or insured parties claiming through such Owner. If any Owner or insured party shall advance such costs on behalf of any other Owner (including insured parties claiming through such other Owner), the other Owner shall reimburse such costs immediately upon demand therefor together with interest thereon from date of such demand at the maximum lawful rate or if no maximum rate then at fifteen percent (15%) per annum until paid. If any Owner shall fail to perform the obligations required under this Section 8.1.2 and should the party to which such obligations are due retain legal counsel to give notice thereof or to enforce its rights hereunder against the defaulting Owner regardless of whether any action or proceeding is instituted, the defaulting Owner agrees to pay the reasonable expenses of attorney's fees and all costs and disbursements incurred by the party to whom charges are due in connection therewith. All such fees, costs or disbursements shall be recoverable as items of cost without the necessity of any cross action by the successful party. This remedy is not exclusive and the party to whom any such charges are due retains all other rights and remedies at law or in equity it is entitled to under the laws of the State of Maryland.

Section 8.1.3. The insurance policies maintained pursuant to Section 8.1.1 and any more explicit insurance agreements among the Owners related thereto shall comply with all reasonable requirements of any Mortgagees of the Property.

Section 8.2. Liability Insurance.

Section 8.2.1. During the course of construction by each Owner of the initial Improvements (or the replacements thereof) within its respective Parcel and appurtenant easements, each Owner shall cause to be maintained, directly or through its general contractors, (a) Comprehensive General Liability insurance against claims for personal injury, death or property damage occurring upon, in or about such Parcel, the adjoining streets, sidewalks and passageways, extended to protect the City, the other Owners and any ground lessee of any Owner, and (b) statutory Workers' Compensation and Employer's Liability insurance. Such policies shall be in such amounts as from time to time are carried or required to be carried by prudent owners of comparable construction projects; provided, however, that in no event shall the Comprehensive General Liability insurance required by clause (a) above afford protection to the limit of less than Ten Million Dollars (\$10,000,000) combined single limit in respect to personal injuries or death and property damage, and in no event shall the insurance for "completed operations" be valid for a period of less than two (2) years following completion of construction by such party or its general contractor/s; provided further, that the Workers' Compensation and Employer's Liability insurance required under clause (b) above shall in no event be in an amount less than that required by law.

Section 8.2.2. Following completion of construction by each Owner of its respective initial Improvements (or replacements thereof) each party shall cause to be maintained (a) Comprehensive General Liability insurance against claims for personal injury, death or property damage occurring upon, in or about the properties or any elevators therein and on, in or about the adjoining streets, sidewalks and passageways, and (b) statutory Workers' Compensation and Employer's Liability insurance. Said insurance shall be

in such amounts as from time to time are carried by prudent owners of comparable buildings in the City of Baltimore; provided, however, that in no event shall the Comprehensive General Liability insurance required by clause (a) above afford protection to the limit of less than Two Million Dollars (\$2,000,000) in respect to injury or death to a single person, Two Million Dollars (\$2,000,000) in respect to any single occurrence and Two Million Dollars (\$2,000,000) in respect to property damage nor shall the Workers' Compensation and Employer's Liability insurance required under clause (b) above be in the amount of less than that required by law.

Section 8.2.3. Each Owner shall cause the other Owners and the general contractors of such party and any ground lessees of any Owner to be provided with appropriate evidence that the insurance required to be provided pursuant to Sections 8.2.1 and 8.2.2 is in full force and effect and will not be modified or reduced without thirty (30) days prior written notice to each Owner and/or such certificate holders. Such policies shall be issued by insurance companies authorized to do business in Maryland having a current Best's rating of at least A.

Section 8.2.4. Notwithstanding the foregoing provisions in this Section 8.2 and in recognition of the state of the liability insurance market as of the date hereof which causes the limits set forth in Sections 8.2.1 and 8.2.2 to be not reasonably available and the Best's rating set forth in Section 8.2.3 to further limit the availability of liability insurance coverage, (a) to the extent such limits are not readily available for any Owner, same shall for so long as such status exists be reduced to such limits as are readily available to such Owner but not less than \$1,000,000 combined single limit without approval of the other Owners of each of the Parcels, such approval not to be unreasonably withheld, (b) completed operations insurance pursuant to Section 8.2.1 shall be reduced to such term less than two years as may be readily available, and (c) the Best's rating referred to in Section 8.2.3 may be at least B+ in lieu of A as to liability insurance coverage. Nothing in this Section 8.2.4 shall be deemed to modify the provisions of Section 8.1 above.

Section 8.3. Mutual Release of Liability for Hazards Covered by Insurance. Grantees and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance in connection with property on or activities conducted on or within the Property regardless of the cause of the damage or loss. Notwithstanding the foregoing, but only to the extent of insurance proceeds received by it from Structure Damage Insurance, the Owner of any Parcel shall have the obligation to rebuild supports necessary for Improvements for other Parcels as herein provided.

ARTICLE IX

FIRE OR CASUALTY

Section 9.1. Obligation to Restore Certain Improvements.

Section 9.1.1. Central Plant Restoration. If the Central Plant (including appurtenances thereto) shall be damaged or destroyed by fire or other casualty insured pursuant to Section 8.1.1 above, to the extent of insurance proceeds therefor the Owner thereof shall cause it to be repaired, replaced, rebuilt or restored substantially in accordance with the plans and specifications under which it was originally constructed or thereafter altered to a condition at least equal to that immediately prior to such damage, subject to modifications required by applicable governmental regulations or

made desirable by contemporary building materials and technology or the then utilization of the Central Plant (the "Restoration"). Any such restoration shall be promptly commenced and diligently completed within a reasonable time, considering the adjustment of any insured loss, the extent of the damage and the nature of the repairs, replacements or rebuilding required to restore the damage. If the cost of Restoration of any damage to the Central Plant can reasonably be expected to exceed one hundred thousand dollars (\$100,000.00), all Parties to the Maintenance Memorandum shall be given prompt notice of such damage and the opportunity to participate in any loss adjustment with the insurer, and at the request of any Party to the Maintenance Memorandum or the Mortgagee of any such Party, the insurance loss proceeds therefor shall be paid in trust to a Depository. If the insurance loss proceeds for any such damage or destruction are insufficient to pay the costs of Restoration, the Owner of the Central Plant shall not be required to commence such restoration until all Parties to the Maintenance Memorandum have deposited with the Owner of the Central Plant (or a Depository, as the case may be) their share of the estimated cost of Restoration in excess of the insurance loss proceeds determined in the same manner as for unusual or extraordinary major repairs set forth in Paragraph 1.B of the Maintenance Memorandum, as same may hereafter be amended; provided, however, if the Owner shall commence such Restoration prior to such deposits or if such deposits should be insufficient, same shall not relieve the said Parties from the obligation to pay such costs. If the insurance loss proceeds exceed the cost of Restoration of any damage to the Central Plant, such excess shall be distributed to the Parties to the Maintenance Memorandum in amounts which are determined in the same manner as for unusual or extraordinary major repairs set forth in Paragraph 1.B of the Maintenance Memorandum, as same may hereafter be amended. If the damage to the Central Plant (i) is uninsured and the cost of Restoration exceeds one hundred thousand dollars (\$100,000.00), (ii) the cost of such Restoration exceeds any insurance loss proceeds by more than one hundred thousand dollars (\$100,000.00), or (iii) the cost of such Restoration exceeds one-third (1/3) of the full replacement cost of the Central Plant, the Owner thereof may, by notice in writing to all Parties to the Maintenance Memorandum (and to such of their Mortgagees who have given to the Owner of the Central Plant a written request for such notice and the address to which same is to be mailed) given within thirty (30) days following the date the Owner would otherwise be required to commence such Restoration, elect not to make such Restoration of such damage to the Central Plant, and the provisions of Section 7.2 above shall apply. In such event, if any optionee shall purchase the Central Plant pursuant to Section 7.2 above, any insurance loss proceeds for the Central Plant shall be made available to such purchaser for Restoration of the Central Plant. In the event the Owner of the Central Plant shall elect not to restore damage to the Central Plant pursuant to this Section 9.1.1 and, in addition, no optionee shall exercise the purchase option pursuant to Section 7.2 within sixty (60) days of the notice from the Owner of the Central Plant and no Party to the Maintenance Memorandum requires that the Central Plant continue to be operated, then the Parties to the Maintenance Memorandum shall negotiate and enter into a mutually satisfactory agreement (which shall be subject to the reasonable approval of their Mortgagees) for the termination of the easements granted in Sections 3.2.3 and 3.11.2 above, the dismantling of the Central Plant and sale of its equipment, and the proceeds of any such sale or salvage together with any insurance loss proceeds shall be used first to restore the Parking Garage and Park to the condition required pursuant to Section 3.20 above and any excess shall be deemed insurance loss proceeds

in excess of the cost of Restoration distributable to the Parties to the Maintenance Memorandum as hereinabove provided.

Section 9.1.2. Common Element Restoration. If elements of the Improvements such as but not limited to supports, elevators and stairs, which are Owned by one Owner but used by other Owner(s) pursuant to easements herein or hereafter granted are damaged or destroyed by fire or other casualty insured pursuant to Section 8.1.1 above, to the extent of insurance proceeds therefor, the Owner thereof shall cause such elements to be repaired, replaced, rebuilt or restored at least to a condition necessary to serve the reasonable needs of the other Owner(s) entitled to the use of such common elements. Any such restoration shall be promptly commenced and diligently completed within a reasonable time, considering the adjustment of any insured loss, the extent of the damage and the nature of the repairs, replacements or rebuilding required to restore the damage.

Section 9.1.3. Parking Garage Restoration. Notwithstanding Section 6.1 above, if the cost of Restoration of damage to the Parking Garage by fire or other casualty insured pursuant to Section 8.1.1 above exceeds one-third (1/3) of the full replacement cost of the Parking Garage, the Owner of the Parking Garage may, by notice in writing to the Owners of the Hotel Space, the Health Club Space, the Office Space and the Condo Space (and to such of their Mortgagees who have given to the Owner of the Parking Garage a written request for such notice and the address to which same is to be mailed) given within thirty (30) days following the date the Owner would otherwise be required to commence such Restoration, elect not to make such Restoration of such damage to the Parking Garage other than as required pursuant to Section 9.1.2 above, and the provisions of Section 6.2 above shall apply. In such event, if any optionee purchases the Parking Garage pursuant to Section 6.2, the Owner of the Parking Garage at the time such insured damage occurred shall not be relieved of the obligation to restore common elements pursuant to Section 9.1.2 above except to the extent insurance loss proceeds therefor are made available for such purpose to the purchaser of the Parking Garage.

Section 9.2. Major Damage to More than One Parcel. In the event of concurrent major damage to or destruction of Improvements on more than one Parcel by fire or other casualty, the Owners thereof shall cooperate in and coordinate the Restoration of such damage; may but shall not be required to use the same contractors for some or all of such Restoration; and may but shall not be required to use the same Depository for insurance loss proceeds for such damage or destruction, all toward the goal of accomplishing Restoration of all damaged Improvements as quickly as possible with the least disruption of the operations of such Owners.

Section 9.3. Disposition of Insurance Proceeds.

Section 9.3.1. Except as otherwise provided in these CC&Rs or any insurance agreements entered into pursuant to Section 8.1.1, insurance loss proceeds for damage to or loss of any Owner's Improvements or property shall be paid to such Owner or insured parties claiming through such Owner, subject to the rights of Mortgagees of such Owner or insured party.

Section 9.3.2. If required pursuant to these CC&Rs; to any insurance agreements entered into pursuant to Section 8.1.1; or by an insured party's Mortgagee with respect to insurance loss proceeds otherwise payable to such insured party, proceeds of any insurance required by Section 8.1.1 for damage to or loss of improvements or property of an insured party shall be payable to a Depository. If required by the Mortgagee of

any Owner, such Mortgagee shall be the Depository with respect to insurance proceeds for loss or damage to such Owner's property. If not so required and such proceeds are required to be payable to a Depository pursuant hereto, then such Depository shall be designated by the Owner of the Improvements or property damaged, subject to the reasonable approval of the other Owner(s) or Mortgagee(s) having the right to require that such proceeds be payable to a Depository. The Depository shall apply the net proceeds of any insurance required to be deposited with it to the payment of the cost of Restoration of damage as the Restoration progresses. Payments shall be made by the Depository against properly certified draw requests issued by the architect or engineer in charge of the work of Restoration. If the total estimated cost of completing the Restoration as estimated by the architect or engineer in charge of the work from time to time shall exceed the net proceeds of such insurance received by the Depository or then remaining with such Depository, the Owner(s) of the property being restored shall, if so required, deposit with the Depository the deficiency. If the insurance proceeds shall exceed the costs of such Restoration, such excess shall be paid to the Owner(s), insured party or Mortgagee entitled thereto. The Depository may retain free of trust, from the proceeds held by it, the Depository's reasonable fees and expenses for acting as Depository. Moneys received by the Depository pursuant to these CC&Rs shall not be mingled with the Depository's own funds and shall be held by the Depository in trust for the uses and purposes herein provided. The Depository, as such, shall have no affirmative obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds, unless the Depository shall have given an express written undertaking to do so.

Section 9.4. CC&Rs to Remain in Effect. These CC&Rs shall not terminate or be affected in any manner by reason of the destruction or damage, in whole or in part, of the Improvements or the untenability thereof.

ARTICLE X MISCELLANEOUS

Section 10.1. There shall be no merger of any easement created hereby with the fee estate in the property covered thereby by reason of the fact that the same person or entity may acquire or hold, directly or indirectly, such easement and fee estate unless all persons holding any interest in such easement and fee estate shall execute and record an agreement effecting such merger.

Section 10.2. Each Owner shall accept performance by a Mortgagee of any obligation of any other Owner.

Section 10.3. At the reasonable request of any Owner or Mortgagee, the other Owners and Mortgagees shall not unreasonably refuse to enter into or consent to supplemental agreements amending or clarifying these CC&Rs.

Section 10.4. The Cover, Index, List of Exhibits, all Article and Section headings are included for convenience only and should not be used in construing the provisions hereof.

Witness:

HARBOR COURT ASSOCIATES

a general partnership

By: Murdock Development Corporation,

a Delaware corporation.

Managing General Partner

By:

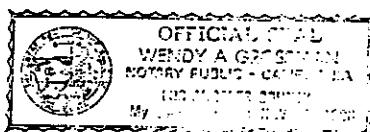
Title: Senior Vice President

State of California)
)
 County of Los Angeles)

On this the 2nd day of May, 1986, before me, Wendy A. Grossman, the undersigned Notary Public in and for said State, personally appeared Lilymae Penton, Senior Vice President of Murdock Development Corporation which in turn is a general partner of Harbor Court Associates, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the partnership and of the corporation acting in its capacity as its general partner and that she, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.

[SEAL]



Wendy A. Grossman
Notary Public

CONSENT OF MORTGAGEE

The undersigned JAMES RICHARD O'NEILL, a resident of Montgomery County, Maryland, acting in his capacity as duly appointed "Trustee" pursuant to that certain Deed of Trust dated July 23, 1984 and recorded among the Land Records of Baltimore City in S.E.B. Liber 0269, Folio 420, and pursuant to that certain Deed of Trust dated May 31, 1985 and recorded among said Land Records in Liber S.E.B. 549, Folio 216, both made by HARBOR COURT ASSOCIATES, a Maryland General Partnership, as "Trustor," to the undersigned as "Trustee" for the benefit of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as "Beneficiary," acting upon the written instruction of said Beneficiary, hereby consents to and approves the foregoing Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions made by Harbor Court Associates.

Witness:

J. Richard O'Neill

J. Richard O'Neill
James Richard O'Neill, Trustee

DISTRICT OF COLUMBIA
STATE OF MARYLAND)
)
) SS.
)

I HEREBY CERTIFY, that on this 1st day of May, 1986 before me, the subscriber, a Notary Public of the State of Maryland, in and for the District of Columbia aforesaid, personally appeared James Richard O'Neill, and he acknowledged execution of the foregoing consent as his voluntary act and deed in his capacity as Trustee.

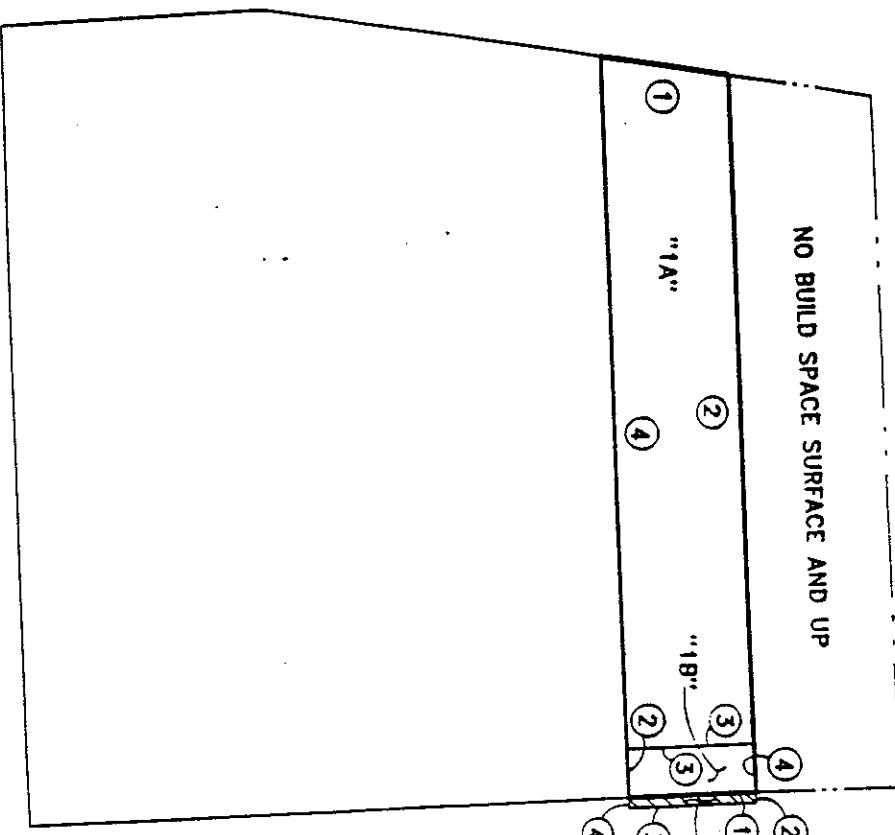
AS WITNESS, my hand and Notarial Seal.

[SEAL]

Jane M. Leavitt
Notary Public

My Commission Expires: 10/14/86

AREA 1A - COMMENCING AT EL. 25.50 DESCENDING TO UNLIMITED DEPTH
 AREA 1B - COMMENCING AT EL. 25.50 DESCENDING TO UNLIMITED DEPTH
 AREA 1C - COMMENCING AT EL. 20.670 ASCENDING TO EL. 25.500



LIBER 1893 PAGE 444

HATCHED AREA CLOSED BY ORDINANCE 98.
APPROVED "JNE 28, 1972.

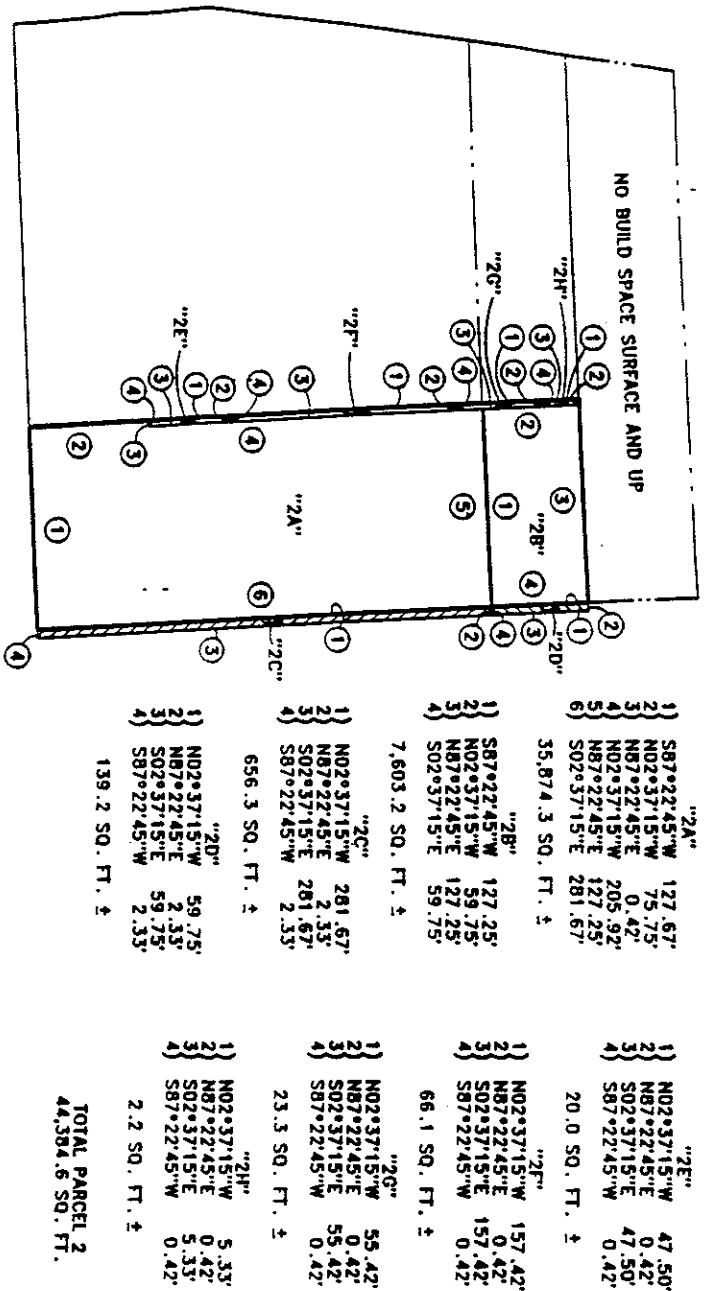
	"1A"	"1B"	"1C"
1)	N07°53'08"E	60.77'	
2)	N87°22'45"E	317.51'	
3)	S02°37'15"E	59.75'	
4)	S87°22'45"W	328.59'	
	19,302.2 SQ. FT. ±		
1)	S02°37'15"E	59.75'	
2)	S87°22'45"W	23.00'	
3)	N02°37'15"W	59.75'	
4)	N87°22'45"E	23.00'	
	1,374.3 SQ. FT. ±		
1)	N02°37'15"W	59.75'	
2)	N87°22'45"E	2.33'	
3)	S02°37'15"E	59.75'	
4)	S87°22'45"W	2.33'	
	139.2 SQ. FT. ±		
VOLUME AREA 1C			
672.4 CU. FT.			

Reduced copy of Areas 1A, 1B and 1C (being all) of Parcel 1 as shown on Sheet No. 1 of the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 29, 1986.

EXHIBIT A

PARCEL 2 - HOTEL SPACE
 AREA 2A - ASCENDING TO UNLIMITED HEIGHT & DESCENDING TO UNLIMITED DEPTH
 AREA 2B - COMMENCING AT EL. 25.50 ASCENDING TO UNLIMITED HEIGHT
 AREA 2C - COMMENCING AT EL. 20.07 ASCENDING TO UNLIMITED HEIGHT
 AREA 2D - COMMENCING AT EL. 25.50 ASCENDING TO UNLIMITED HEIGHT

AREA 2E - COMMENCING AT EL. 98.00 ASCENDING TO UNLIMITED HEIGHT
 AREA 2F - COMMENCING AT EL. 101.00 ASCENDING TO UNLIMITED HEIGHT
 AREA 2G - COMMENCING AT EL. 109.00 ASCENDING TO UNLIMITED HEIGHT
 AREA 2H - COMMENCING AT EL. 84.00 ASCENDING TO UNLIMITED HEIGHT

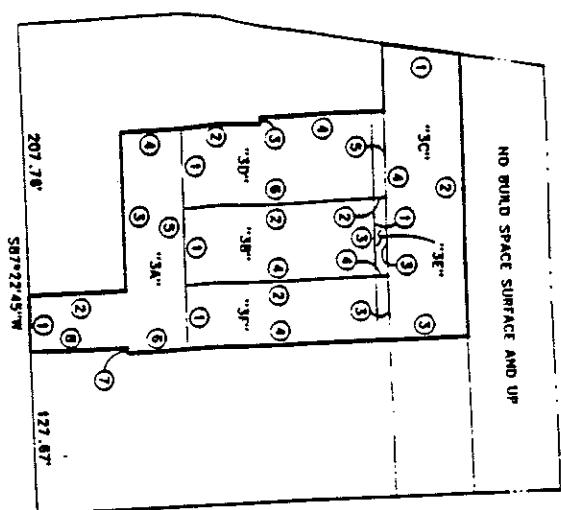


HATCHED AREA CLOSED BY ORDINANCE 98,
 APPROVED JUNE 28, 1972.

550 LIGHT STREET

Reduced copy of Areas 2A, 2B, 2C, 2D, 2E, 2F, 2G and 2H (being all) of Parcel 2 as shown on Sheet No. 1 of the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 29, 1986.

PARCEL 3 - PUBLIC PARKING GARAGE SPACE
 AREA 3A - COMMENCING AT EL. 64.00 RECHAMING TO UNLIMITED DEPTH
 AREA 3C - COMMENCING AT EL. 75.50 ASCENDING TO EL. 74.00



1	S87°22'45" W	44'-33"	1	S87°22'45" W	60'-00"
2	N07°37'15" W	76'-00"	2	N07°37'15" W	6'-91"
3	N07°37'15" E	122'-47"	3	N07°37'15" E	60'-90"
4	S87°22'45" E	48'-25"	4	S87°22'45" E	6'-91"
					414.6 SO. FT. *

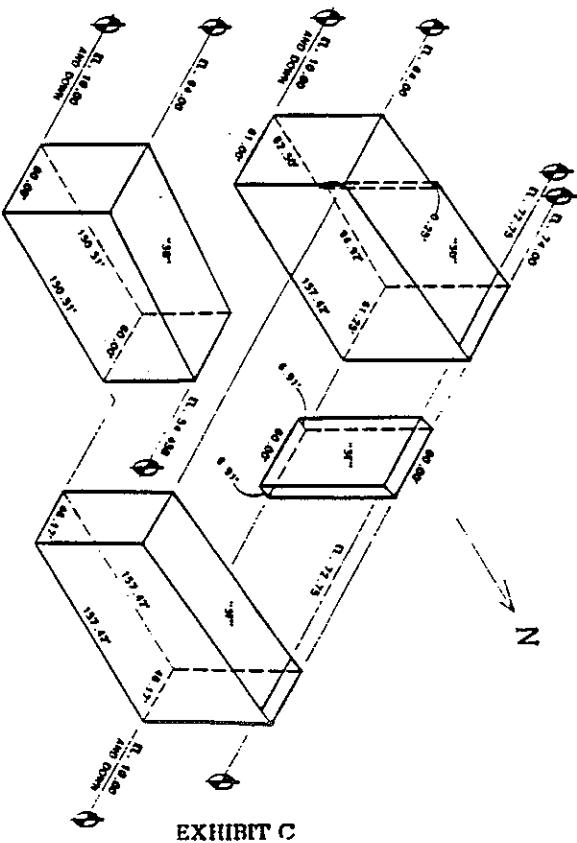
1	S87°22'45" W	44'-33"	1	S87°22'45" W	46'-17"
2	N07°37'15" W	76'-00"	2	N07°37'15" W	157'-47"
3	N07°37'15" E	122'-47"	3	N07°37'15" E	46'-17"
4	S87°22'45" E	48'-25"	4	S87°22'45" E	157'-47"
					7,268.1 SO. FT. *

1	S87°22'45" W	44'-33"	1	S87°22'45" W	46'-17"
2	N07°37'15" W	76'-00"	2	N07°37'15" W	150'-51"
3	N07°37'15" E	122'-47"	3	N07°37'15" E	50'-00"
4	S87°22'45" E	48'-25"	4	S87°22'45" E	150'-51"
					9,030.6 SO. FT. *

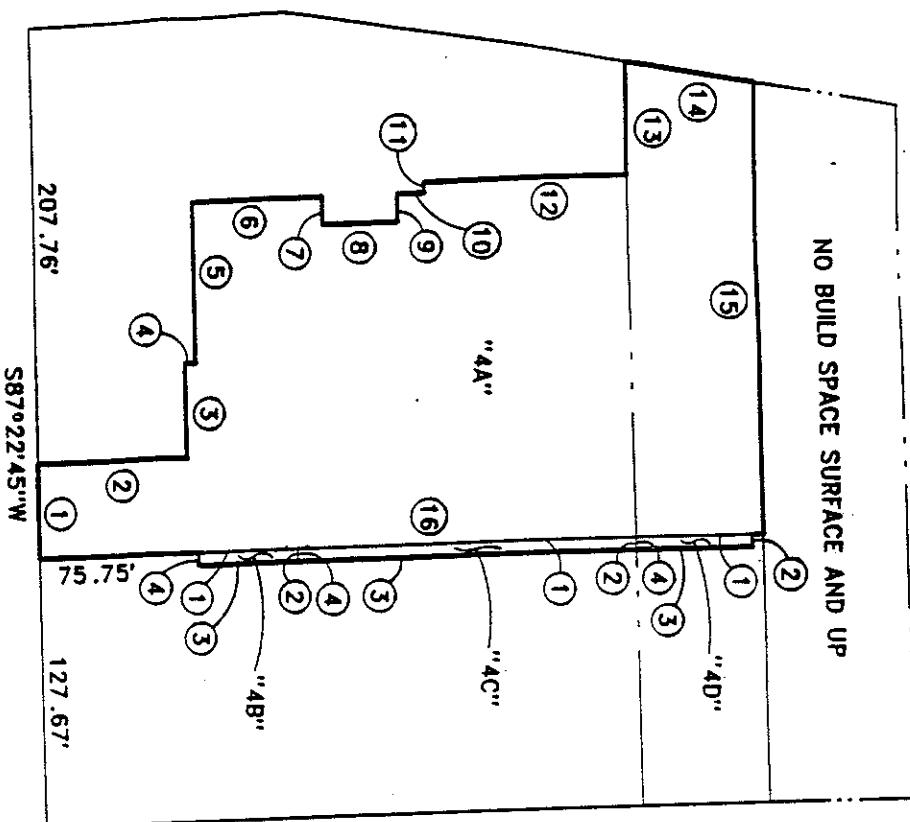
1	S87°22'45" W	44'-33"	1	S87°22'45" W	46'-17"
2	N07°37'15" W	76'-00"	2	N07°37'15" W	213'-26"
3	N07°37'15" E	122'-47"	3	N07°37'15" E	59'-75"
4	S87°22'45" E	48'-25"	4	S87°22'45" E	224'-34"
					13,073.3 SO. FT. *

1	S87°22'45" W	44'-33"	1	S87°22'45" W	46'-17"
2	N07°37'15" W	76'-00"	2	N07°37'15" W	61'-00"
3	N07°37'15" E	122'-47"	3	N07°37'15" E	62'-50"
4	S87°22'45" E	48'-25"	4	S87°22'45" E	62'-25"
					9,626.4 SO. FT. *

Reduced copy of Areas 3A, 3B, 3C, 3D, 3E and 3F (being all) of Parcel 3 as shown on Sheet No. 2 of the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.R. No. 3067 on January 20, 1986.



AREA 4A - COMMENCING AT EL. 84.00 ASCENDING TO UNLIMITED HEIGHT
 AREA 4B - COMMENCING AT EL. 84.00 ASCENDING TO EL. 98.00
 AREA 4C - COMMENCING AT EL. 84.00 ASCENDING TO EL. 101.00
 AREA 4D - COMMENCING AT EL. 84.00 ASCENDING TO EL. 109.00



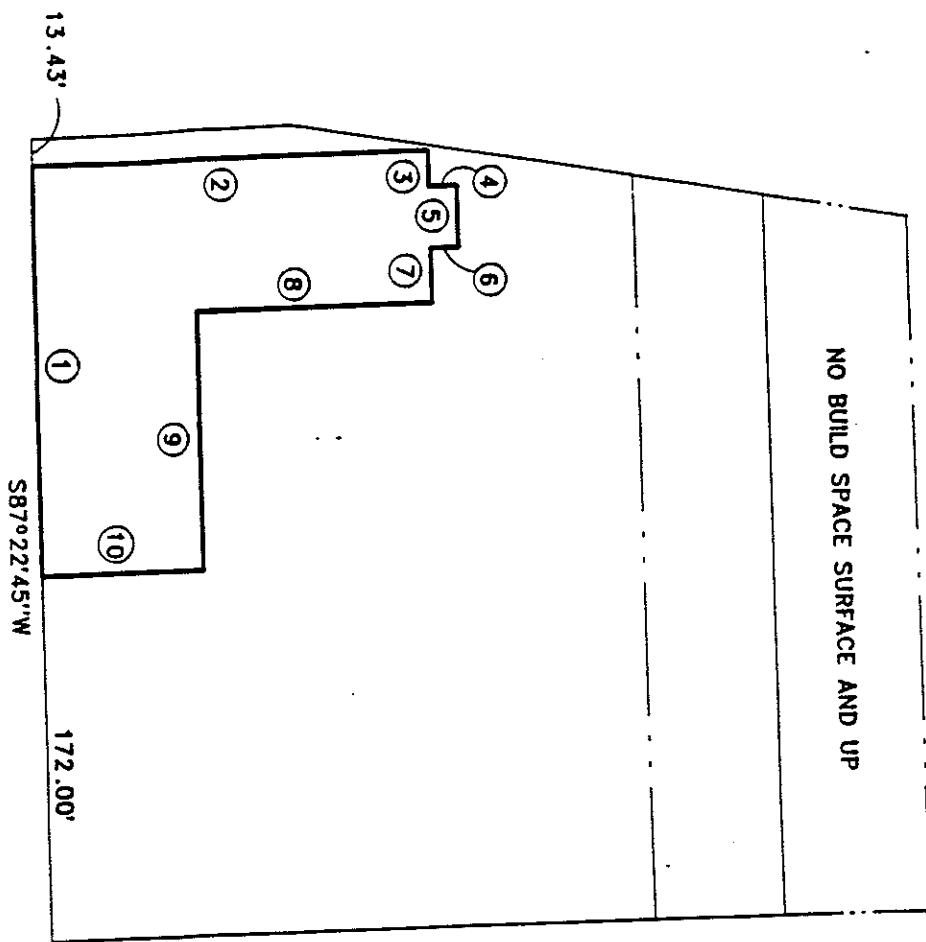
	"4A"	"4C"
1)	S87°22'45"W	44.33'
2)	N02°37'15"W	76.00'
3)	S87°22'45"E	45.00'
4)	N02°37'15"E	0.42'
		66.1 SQ. FT. ±
1)	N02°37'15"W	157.42'
2)	S87°22'45"E	0.42'
3)	S02°37'15"E	157.42'
4)	S87°22'45"W	0.42'
		23.3 SQ. FT. ±
		50,198.3 SQ. FT. ±

	"4B"	"4D"
1)	N02°37'15"W	55.42'
2)	S87°22'45"E	0.42'
3)	S02°37'15"E	55.42'
4)	S87°22'45"W	0.42'

Reduced copy of Areas 4A, 4B, 4C and 4D (being all) of Parcel 4 as shown on Sheet No. 2 of the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 29, 1986.

LIBER 0 893 PAGE 44 E

**PARCEL 5 - OFFICE SPACE
COMMENCING AT ELEV. 10.00 ASCENDING TO ELEV. 84.625**



1)	S87°22'45"W	194.33'
2)	N02°37'15"W	186.75'
3)	N87°22'45"E	17.00'
4)	N02°37'15"W	13.00'
5)	N87°22'45"E	29.33'
6)	S02°37'15"E	13.00'
7)	N87°22'45"E	25.58'
8)	S02°37'15"E	110.75'
9)	N87°22'45"E	122.42'
10)	S02°37'15"E	76.00'

23,114.4 SQ. FT.±

VOLUME
1,724,912.3 CU. FT.

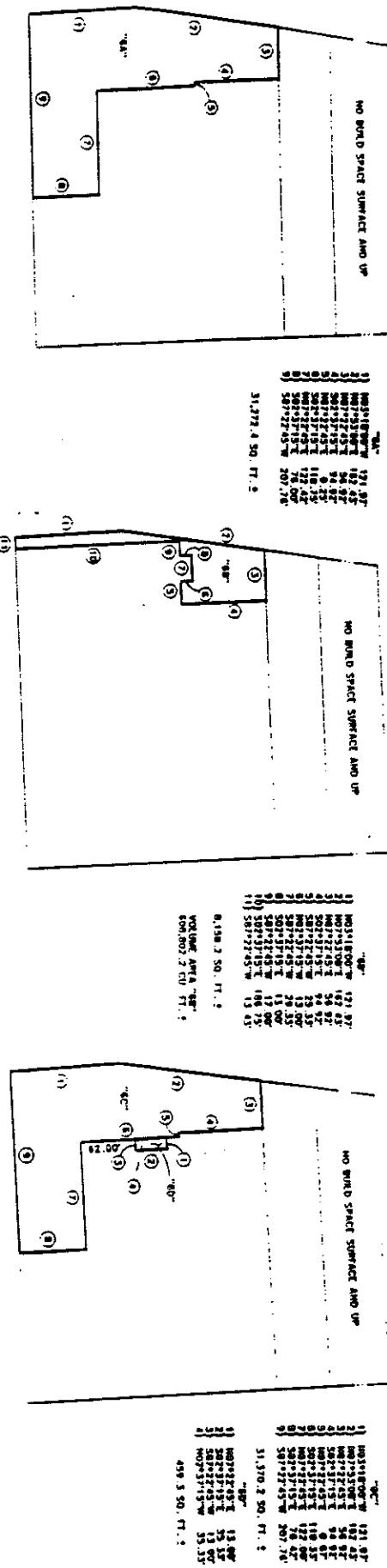
Reduced copy of Parcel 5 as shown on Sheet No. 2 of the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 29, 1986.

EXHIBIT E

SECTION OF PARCH # - COMBO SPARE
ANFA SA - COMBINEING AT FL. 10.00 DESCENDING TO UNMAPPED REGION

POSITION OF PARCEL 6 - CONDO SPARE AREA 6B - COMMENCING AT LT. 10.00 ASCENDING TO RT. 84.625

APR 26 - COMPA REC'D AT 10 00 AM REC'D REC'D
APR 26 - COUNTER REC'D AT 10 00 AM REC'D REC'D



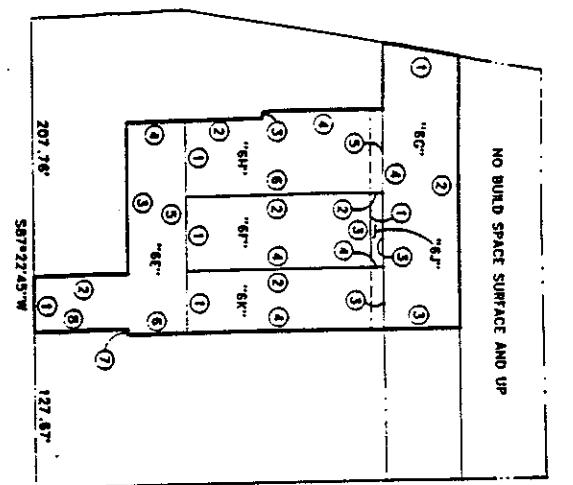
Reduced copy of Areas 6A, 6B, 6C and 6D of Parcel 6 as shown on Sheet No. 3 of the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder S.F.R. No. 3067 on January 29, 1986.

16 E. H. STINGER

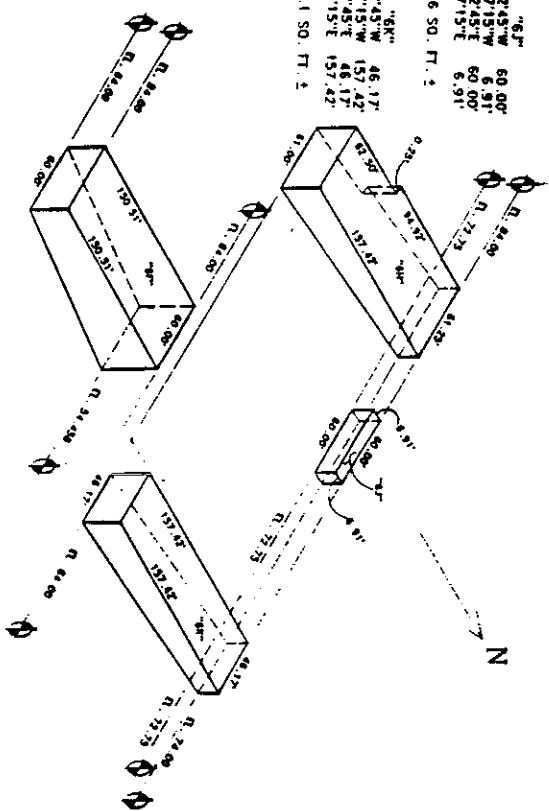
TO THE STATE

10 E. 145 STREET

AREA SE - COMMENCING AT EL. 54.00 ASCENDING TO EL. 54.000

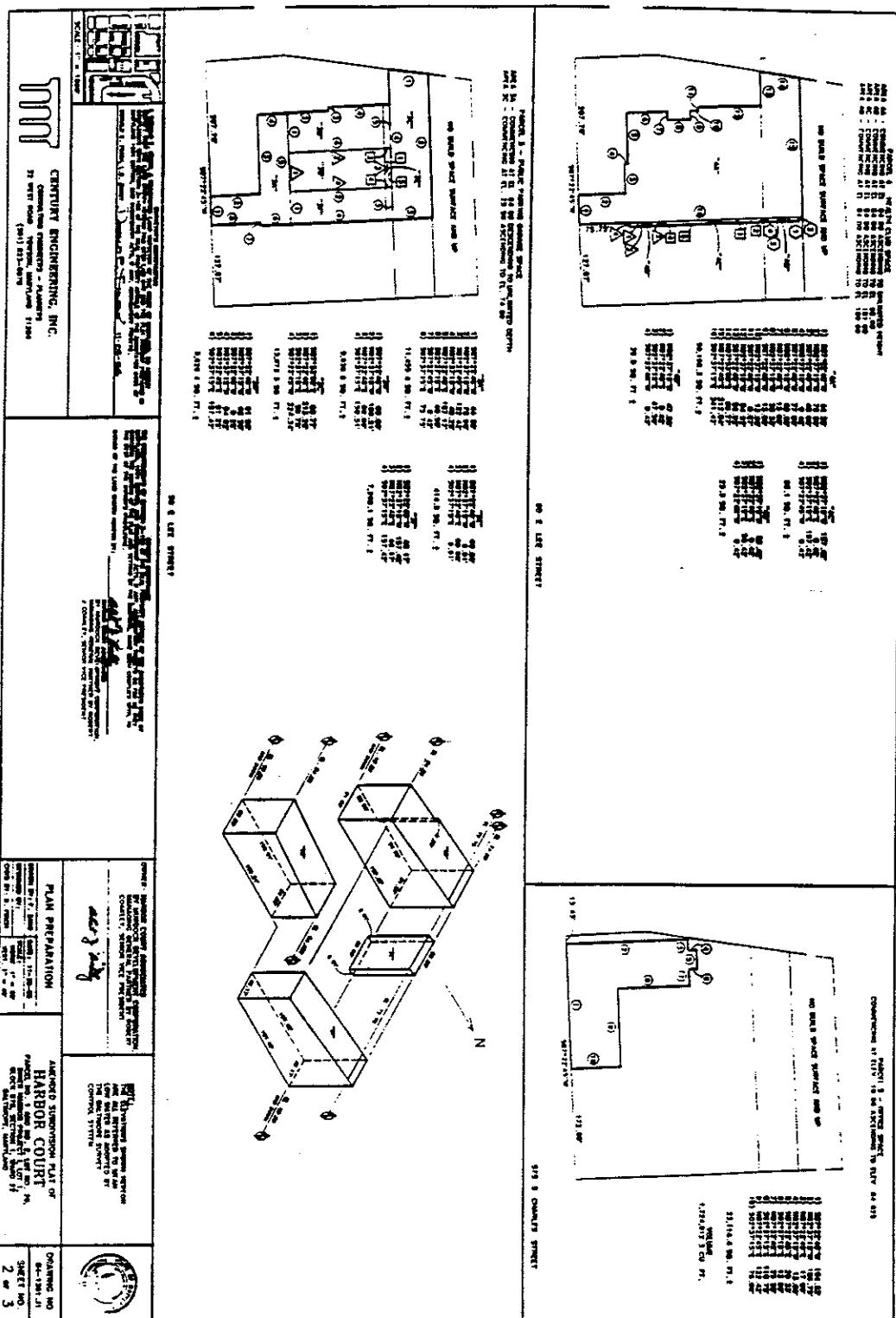


	S87°22'45" W	80.000	11.455.4 SO. FT. :
1	S87°22'45" W	80.000	
2	N02°33'00" W	80.770	
3	N87°22'45" E	71.265	
4	S87°22'45" W	59.755	
5	S87°22'45" W	59.755	
6	N87°22'45" E	61.455	
7	S87°22'45" W	48.965	
8	S87°22'45" W	0.455	
	S02°33'15" E	75.735	
			13,073.3 SO. FT. :
	"H"		
			9,526.4 SO. FT. :

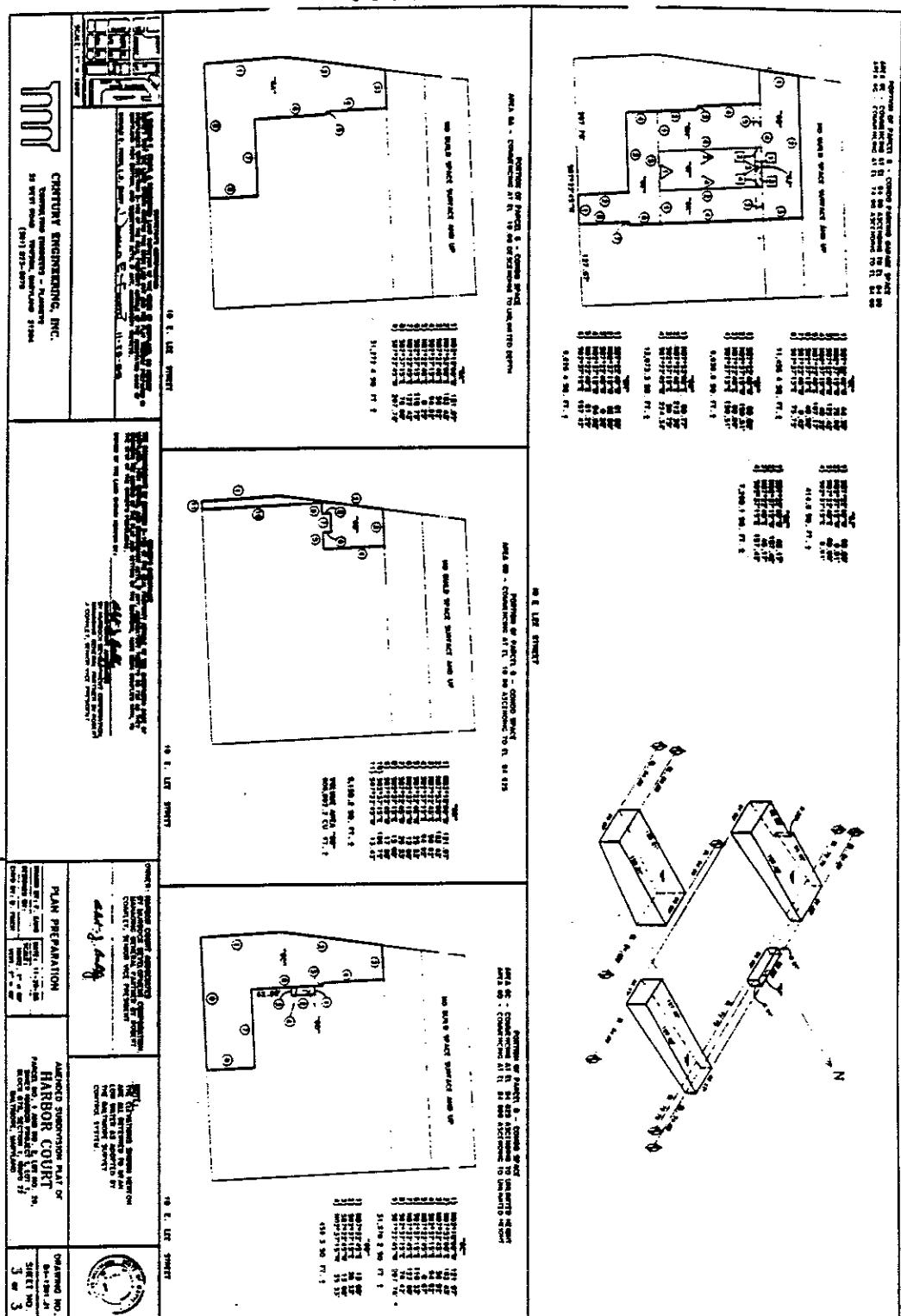


Reduced copy of Areas 6E, 6F, 6G, 6H, 6J and 6K of Parcel 6 as shown on Sheet No. 3 of the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.R. No. 3067 on January 29, 1986.

Substantially reduced for recording purposes. For clarity see Sheet No. 1 of Amended Subdivision Plat of Harbor Court dated November 25, 1985 and recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 4, 1986.



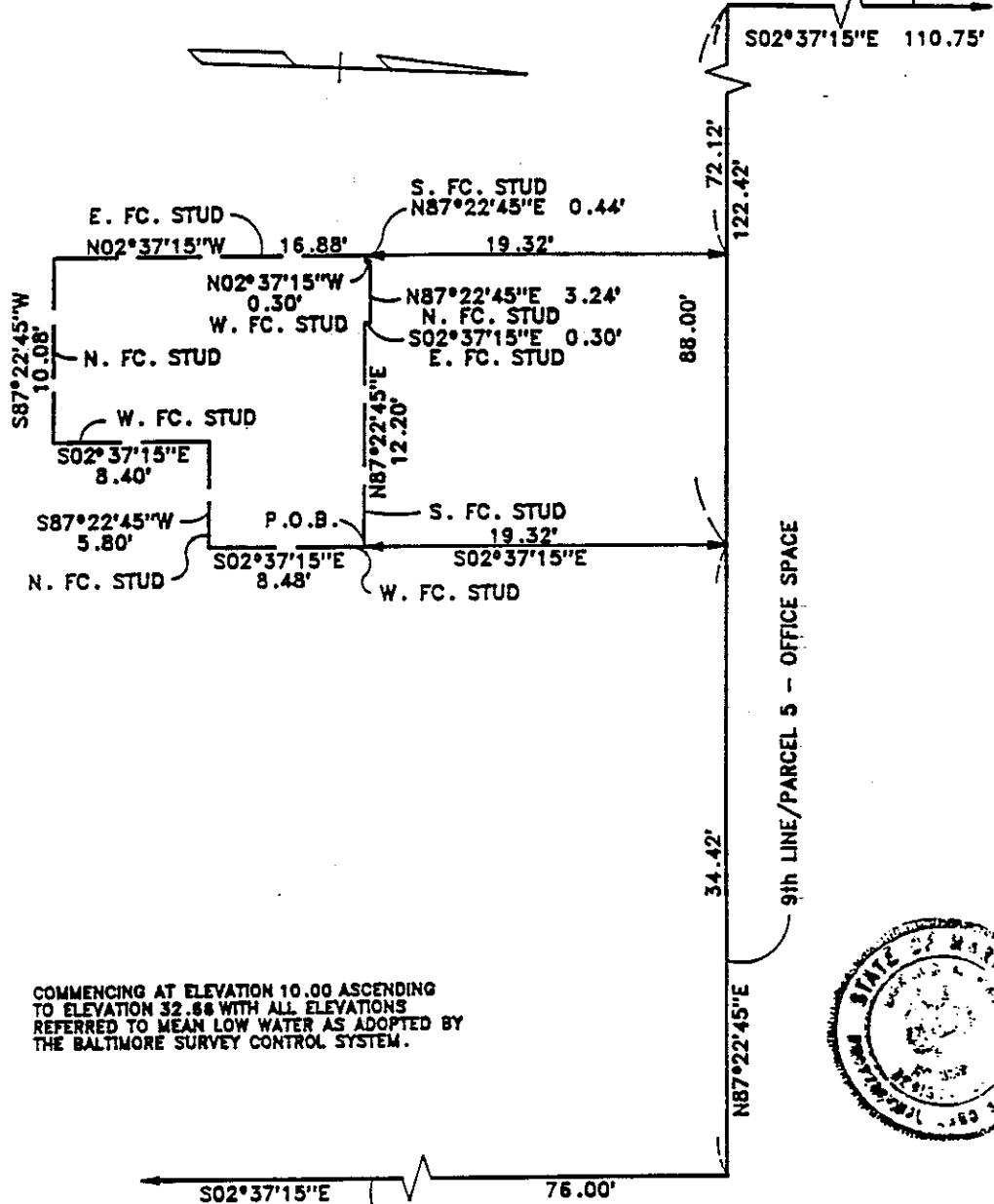
Substantially reduced for recording purposes. For clarity see Sheet No. 2 of Amended Subdivision Plat of Harbor Court dated November 25, 1985 and recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 4, 1986.



Substantially reduced for recording purposes. For clarity see Sheet No. 3 of Amended Subdivision Plat of Harbor Court dated November 25, 1985 and recorded among the Land Records of Baltimore City in Plat Pocket Folder S.E.B. No. 3067 on January 4, 1986.

PLAT OF SURVEY - EASEMENT NO. 1/TELEPHONE EQUIPMENT ROOM

8th LINE/PARCEL 5 - OFFICE SPACE



10th LINE/PARCEL 5 - OFFICE SPACE

220.3 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8857

SCALE: 1"=8'
DATE: 1-21-86
PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 1

TELEPHONE EQUIPMENT ROOM

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the ninth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 87°22'45" East 88.00 feet with said ninth line and South 02°37'15" east 19.32 feet perpendicular to said ninth line to said point of beginning; thence running over and across said Parcel 5 the following ten (10) bearings and distances:

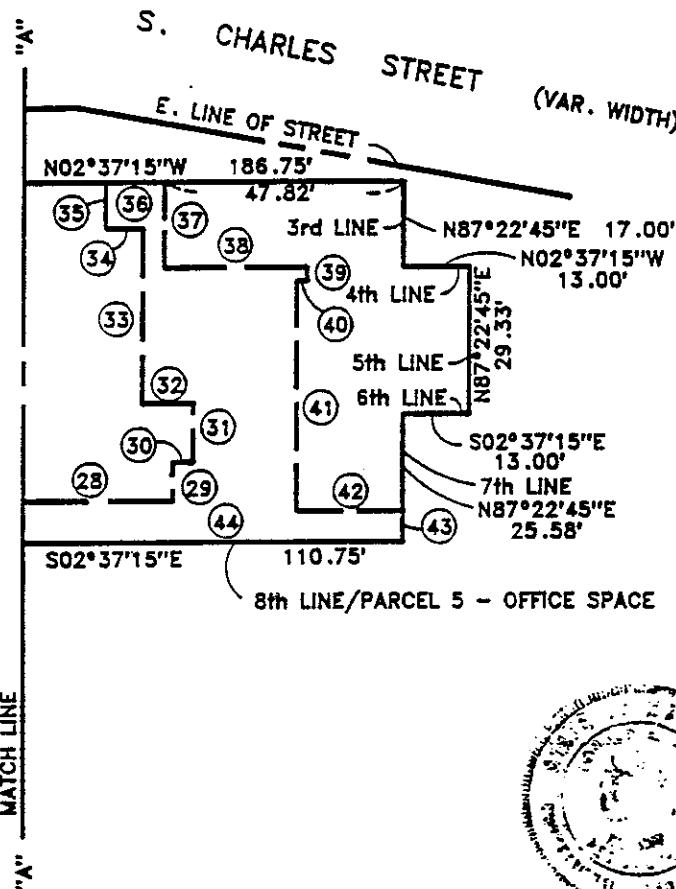
- (1) South 02°37'15" East 8.48 feet on the west face of a stud line;
- (2) South 87°33'45" West 5.80 feet on the north face of a stud line;
- (3) South 02°37'15" East 8.40 feet on the west face of a stud line;
- (4) South 87°22'45" West 10.08 feet on the north face of a stud line;
- (5) North 02°37'15" West 16.88 feet on the west face of a stud line;
- (6) North 87°22'45" East 0.44 feet on the south face of a stud line;
- (7) North 02°37'15" West 0.30 feet on the west face of a stud line;
- (8) North 87°22'45" East 3.24 feet on the north face of a stud line;
- (9) South 02°37'15" East 0.30 feet on the east face of a stud line;
- (10) North 87°22'45" East 12.20 feet on the south face of a stud line to the point of beginning.

COMMENCING at Elevation 10.00 ascending to Elevation 32.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 220.3 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 2/CONDO FIRST FLOOR LOBBY



SHEET 2 OF 3

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=30'

DATE: 1-17-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

PLAT OF SURVEY - EASEMENT NO. 2/CONDO FIRST FLOOR LOBBY

- | | | | | | |
|-----|--|--------|-----|----------------------------|---------|
| 1) | N87°22'45"E
9th LINE | 77.64' | 24) | N02°37'15"W
W. FC. STUD | 24.20' |
| 2) | S02°37'15"E
W. FC. STUD | 13.37' | 25) | S87°22'45"W
S. FC. STUD | 13.94' |
| 3) | N87°22'45"E
S. FC. STUD | 9.35' | 26) | N02°37'15"W
W. FC. STUD | 28.36' |
| 4) | N02°37'15"W
W. FC. STUD | 8.84' | 27) | N87°22'45"E
N. FC. STUD | 20.18' |
| 5) | N87°22'45"E
N. FC. STUD | 8.05' | 28) | N02°37'15"W
W. FC. STUD | 64.68' |
| 6) | S02°37'15"E
E. FC. STUD | 1.57' | 29) | S87°22'45"W
S. FC. STUD | 7.81' |
| 7) | N87°22'45"E
N. FC. STUD | 9.11' | 30) | N02°37'15"W
W. FC. STUD | 3.88' |
| 8) | S02°37'15"E
E. FC. STUD | 26.32' | 31) | S87°22'45"W
S. FC. STUD | 11.88' |
| 9) | S87°22'45"W
S. FC. STUD | 4.00' | 32) | S02°37'15"E
E. FC. STUD | 10.07' |
| 10) | S02°37'15"E
E. FC. STUD | 8.14' | 33) | S87°22'45"W
S. FC. STUD | 34.81' |
| 11) | S87°22'45"W
S. FC. STUD | 21.87' | 34) | S02°37'15"E
E. FC. STUD | 7.35' |
| 12) | S02°37'15"E
E. FC. STUD | 20.34' | 35) | S87°22'45"W
S. FC. STUD | 9.23' |
| 13) | S87°22'45"W
S. FC. CONC. | 19.29' | 36) | N02°37'15"W
2nd LINE | 11.64' |
| 14) | S02°37'15"E
W. FC. BRICK | 9.95' | 37) | N87°22'45"E
N. FC. STUD | 17.07' |
| 15) | R=5.05' L=7.93'
LC=S47°37'15"E 7.14'
SW. FC. BRICK | | 38) | N02°37'15"W
W. FC. STUD | 28.20' |
| 16) | S02°37'15"E | 0.10' | 39) | N87°22'45"E
N. FC. STUD | 2.67' |
| 17) | S87°22'45"W
1st. LINE/PARCEL 5 | 84.73' | 40) | S02°37'15"E
E. FC. STUD | 1.95' |
| 18) | N02°37'15"W | 0.10' | 41) | N87°22'45"E
N. FC. STUD | 46.00' |
| 19) | R=5.05' L=7.93'
LC=N42°22'45"E 7.14'
SE. FC. BRICK | | 42) | N02°37'15"W
W. FC. STUD | 21.57' |
| 20) | N02°37'15"W
E. FC. BRICK | 9.95' | 43) | N87°22'45"E
7th LINE | 6.17' |
| 21) | N87°22'45"E
S. FC. BRICK | 2.28' | 44) | S02°37'15"E
8th LINE | 110.75' |
| 22) | N02°37'15"W
W. FC. STUD | 8.49' | | | |
| 23) | S87°22'45"W
S. FC. STUD | 1.06' | | | |

SHEET 3 OF 3

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR

SCALE: 1"=30'

DATE: 1-17-86

PROJECT NO.: 84-1301

DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT
BLOCK 876, SECTION 1, WARD 2:
BALTIMORE, MARYLAND

EASEMENT NO. 2

CONDO FIRST FLOOR LOBBY

BEGINNING for the same at the beginning of the ninth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, run thence:

(1) North 87°22'45" East 77.64 feet on a part of said ninth line; thence running over and across said Parcel 5 the following fifteen (15) bearings and distances:

(2) South 02°37'15" East 13.37 feet on the west face of a stud line;
(3) North 87°22'45" East 9.35 feet on the south face of a stud line;
(4) North 02°37'15" West 8.84 feet on the west face of a stud line;
(5) North 87°22'45" East 8.05 feet on the north face of a stud line;
(6) South 02°37'15" East 1.57 feet on the east face of a stud line;
(7) North 87°22'45" East 9.11 feet on the north face of a stud line;
(8) South 02°37'15" East 26.32 feet on the east face of a stud line;
(9) South 87°22'45" West 4.00 feet on the south face of a stud line;
(10) South 02°37'15" East 8.14 feet on the east face of a stud line;
(11) South 87°22'45" West 21.87 feet on the south face of a stud line;
(12) South 02°37'15" East 20.34 feet on the east face of a stud line;
(13) South 87°22'45" West 19.29 feet on the south face of a concrete wall;

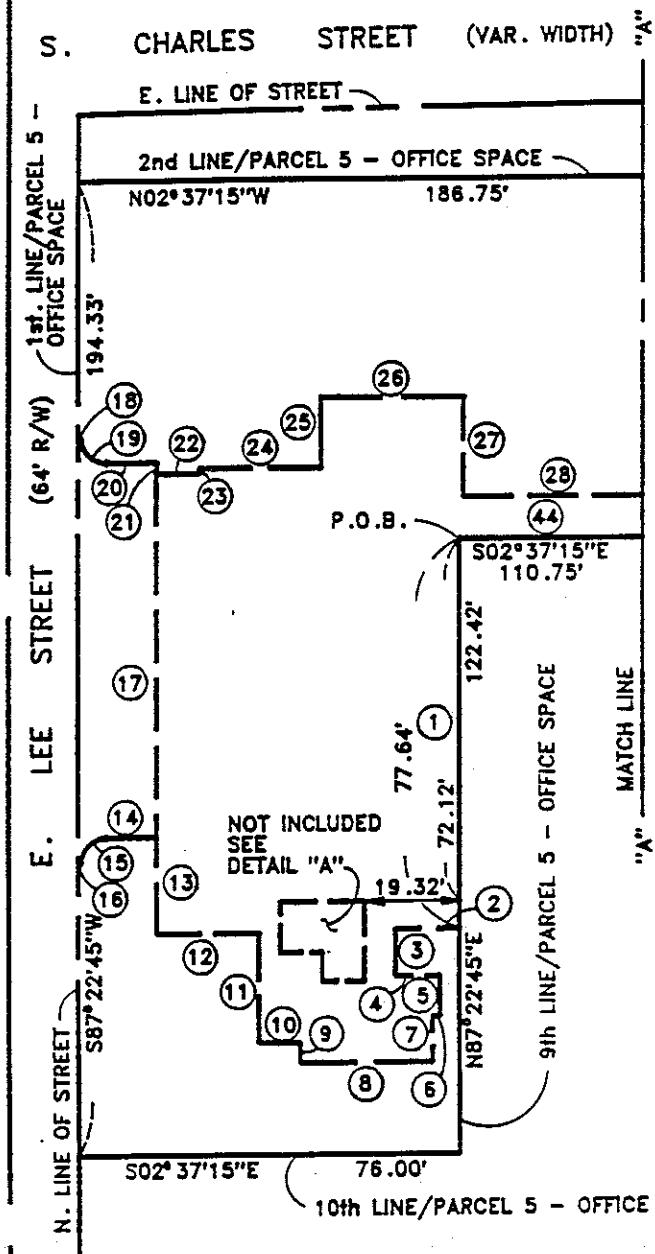
(14) South 02°37'15" East 9.95 feet on the west face of a brick wall;
(15) Southeasterly on the Southwesterly face of a brick wall, 7.93 feet on a curve to the left having a radius of 5.05 feet and whose long chord bears South 47°37'15" East for a distance of 7.14 feet; thence

(16) South 02°37'15" East 0.10 feet to a point on the first line of said Parcel 5; thence

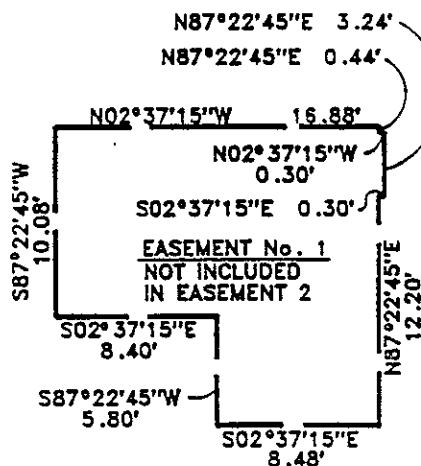
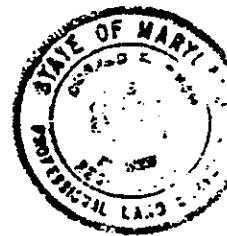
(17) South 87°22'45" West 84.73 feet on said first line; thence again running over and across said Parcel 5 the following eighteen (18) bearings and distances:

(18) North 02° 37'15" West 0.10 feet;
(19) Northeasterly, on the Southeasterly face of a brick wall, 7.93 feet on a curve to the left having a radius of 5.05 feet and whose long chord bears North 42°22'45" East 7.14 feet;

PLAT OF SURVEY - EASEMENT NO. 2/CONDO FIRST FLOOR LOBBY



COMMENCING AT ELEVATION 10.00 ASCENDING TO ELEVATION 32.68 WITH ALL ELEVATIONS REFERRED TO MEAN LOW WATER AS ADOPTED THE BALTIMORE SURVEY CONTROL SYSTEM, EXCEPT THAT UNDER EASEMENT 6B AND 7A, THE ELEVATION COMMENCES AT ELEVATION 10.00 / ASCENDS TO ELEVATION 23.68.



SHEET 1 OF 3

10237.1 SQ. FEET

SCALE: 1"=30'

DATE: 1-17-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY.

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

- (20) North 02°37'15" West 9.95 feet on the west face of a brick wall;
- (21) North 87°22'45" East 2.28 feet on the south face of a brick wall;
- (22) North 02°37'15" West 8.49 feet on the west face of a stud line;
- (23) South 87°22'45" West 1.06 feet on the south face of a stud line;
- (24) North 02°37'15" West 24.20 feet on the west face of a stud line;
- (25) South 87°22'45" West 13.94 feet on the south face of a stud line;
- (26) North 02°37'15" West 28.36 feet on the west face of a stud line;
- (27) North 87°22'45" East 20.18 feet on the north face of a stud line;
- (28) North 02°37'15" West 64.68 feet on the west face of a stud line;
- (29) South 87°22'45" West 7.81 feet on the south face of a stud line;
- (30) North 02°37'15" West 3.88 feet on the west face of a stud line;
- (31) South 87°22'45" West 11.88 feet on the south face of a stud line;
- (32) South 02°37'15" East 10.07 feet on the east face of a stud line;
- (33) South 87°22'45" West 34.81 feet on the south face of a stud line;
- (34) South 02°37'15" East 7.35 feet on the east face of a stud line;
- (35) South 87°22'45" West 9.23 feet on the south face of a stud line to a point on the second line of said Parcel 5, located 59.46 feet from the end thereof; thence running with said second line

(36) North 02°37'15" West 11.64 feet; thence leaving said line and running over and across said Parcel 5 the following six (6) bearings and distances:

- (37) North 87°22'45" East 17.07 feet on the north face of a stud line;
- (38) North 02°37'15" West 28.20 feet on the west face of a stud line;
- (39) North 87°22'45" East 2.67 feet on the north face of a stud line;
- (40) South 02°37'15" East 1.95 feet on the east face of a stud line;
- (41) North 87°22'45" East 46.00 feet on the north face of a stud line;
- (42) North 02°37'15" West 21.57 feet on the west face of a stud line to a point on the seventh line of said Parcel 5 located 6.17 feet from the end thereof; thence running with said seventh line
- (43) North 87°22'45" East 6.17 feet to the end thereof; thence
- (44) South 02°37'15" East 110.75 feet on the eighth line of said Parcel 5 to the point of beginning.

Excepting therefrom "Easement No. 1/Telephone Equipment Room", more particularly described as follows:

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the ninth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 87°22'45" East 88.00 feet with said ninth line and South 02°37'15" East 19.32 feet perpendicular to said ninth line to said point of beginning; thence running over and across said Parcel 5 the following ten (10) bearings and distances:

- (1) South 02°37'15" East 8.48 feet on the west face of a stud line;
- (2) South 87°22'45" West 5.80 feet on the north face of a stud line;
- (3) South 02°37'15" East 8.40 feet on the west face of a stud line;
- (4) South 87°22'45" West 10.08 feet on the north face of a stud line;
- (5) North 02°37'15" West 16.88 feet on the west face of a stud line;
- (6) North 87°22'45" East 0.44 feet on the south face of a stud line;
- (7) North 02°37'15" West 0.30 feet on the west face of a stud line;
- (8) North 87°22'45" East 3.24 feet on the north face of a stud line;
- (9) South 02°37'15" East 0.30 feet on the east face of a stud line;
- (10) North 87°22'45" East 12.20 feet on the south face of a stud line to the point of beginning.

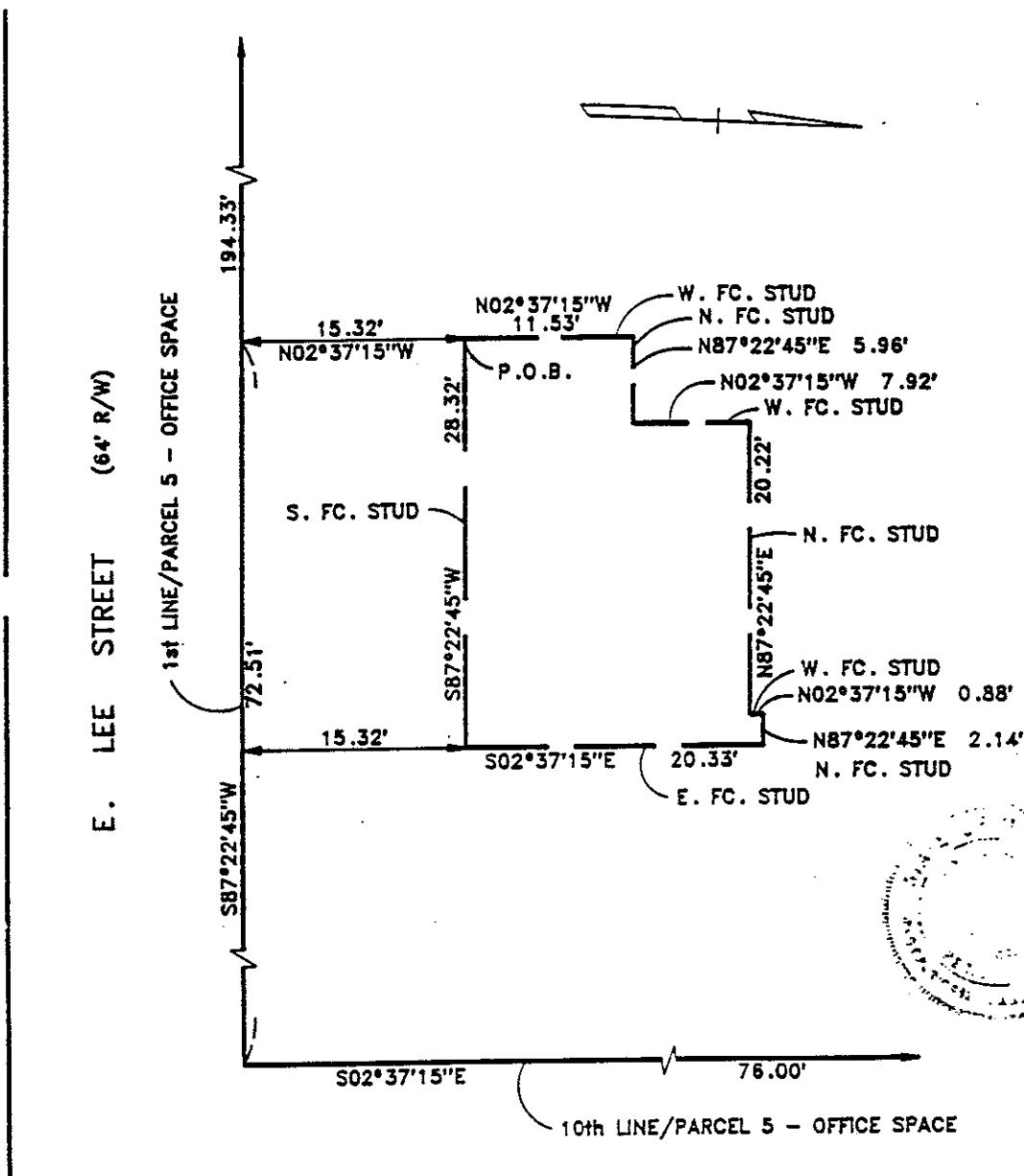
COMMENCING at Elevation 10.00 ascending to Elevation 32.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

EASEMENT NO. 2 COMMENCING at Elevation 10.00 ascending to Elevation 32.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System. Except that below Easements 6B and 7A the elevation commences at Elevation 10.00 and ascends to Elevation 23.66.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 10237.1 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 3A
CONDO EAST TOWER CORE/OFFICE SECOND FLOOR



505.5 SQ. FEET

COMMENCING AT ELEVATION 32.66 ASCENDING
TO ELEVATION 45.64 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY

Donald E. Finch 4-1-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8857

SCALE: 1"=10'

DATE: 1-22-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO. 2
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 3A

CONDO EAST TOWER CORE/OFFICE SECOND FLOOR

— BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the first line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 87°22'45" West 72.51 feet on a part of said first line and North 02°37'15" West 15.32 feet perpendicular to said first line to said point of beginning; thence running over and across said Parcel 5 the following eight (8) bearings and distances:

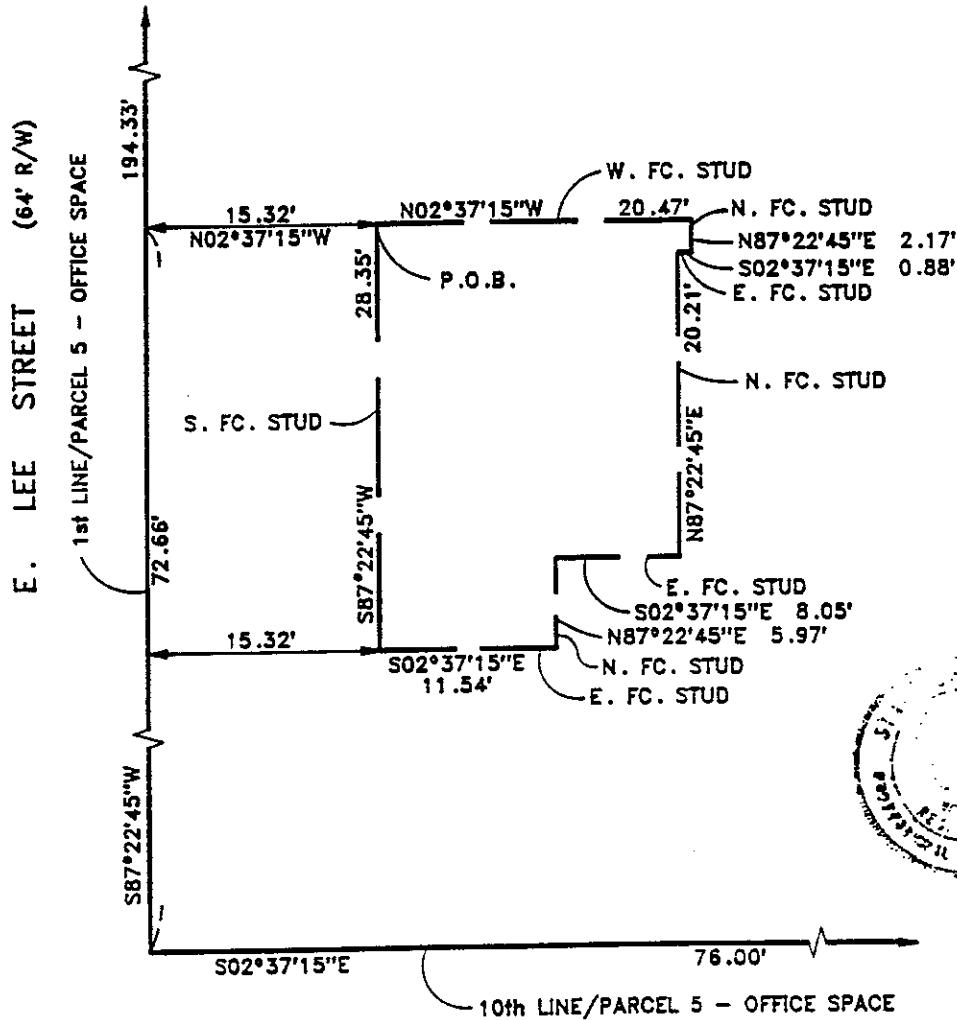
- (1) North 02°37'15" West 11.53 feet on the west face of a stud line;
- (2) North 87°22'45" East 5.96 feet on the north face of a stud line;
- (3) North 02°37'15" West 7.92 feet on the west face of a stud line;
- (4) North 87°22'45" East 20.22 feet on the north face of a stud line;
- (5) North 02°37'15" West 0.88 feet on the west face of a stud line;
- (6) North 87°22'45" East 2.14 feet on the north face of a stud line;
- (7) South 02°37'15" East 20.33 feet on the east face of a stud line;
- (8) South 87°22'45" West 28.32 feet on the south face of a stud line to the point of beginning.

COMMENCING at Elevation 32.66 ascending to Elevation 45.64 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 505.5 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 3B
CONDO EAST TOWER CORE/OFFICE THIRD FLOOR



COMMENCING AT ELEVATION 45.84 ASCENDING
TO ELEVATION 58.58 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

509.2 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'

DATE: 1-24-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 3B

CONDO EAST TOWER CORE/OFFICE THIRD FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the first line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 87°22'45" West 72.66 feet with said first line and North 02°37'15" West 15.32 feet perpendicular to said first line to said point of beginning; thence running over and across said Parcel 5 the following eight (8) bearings and distances:

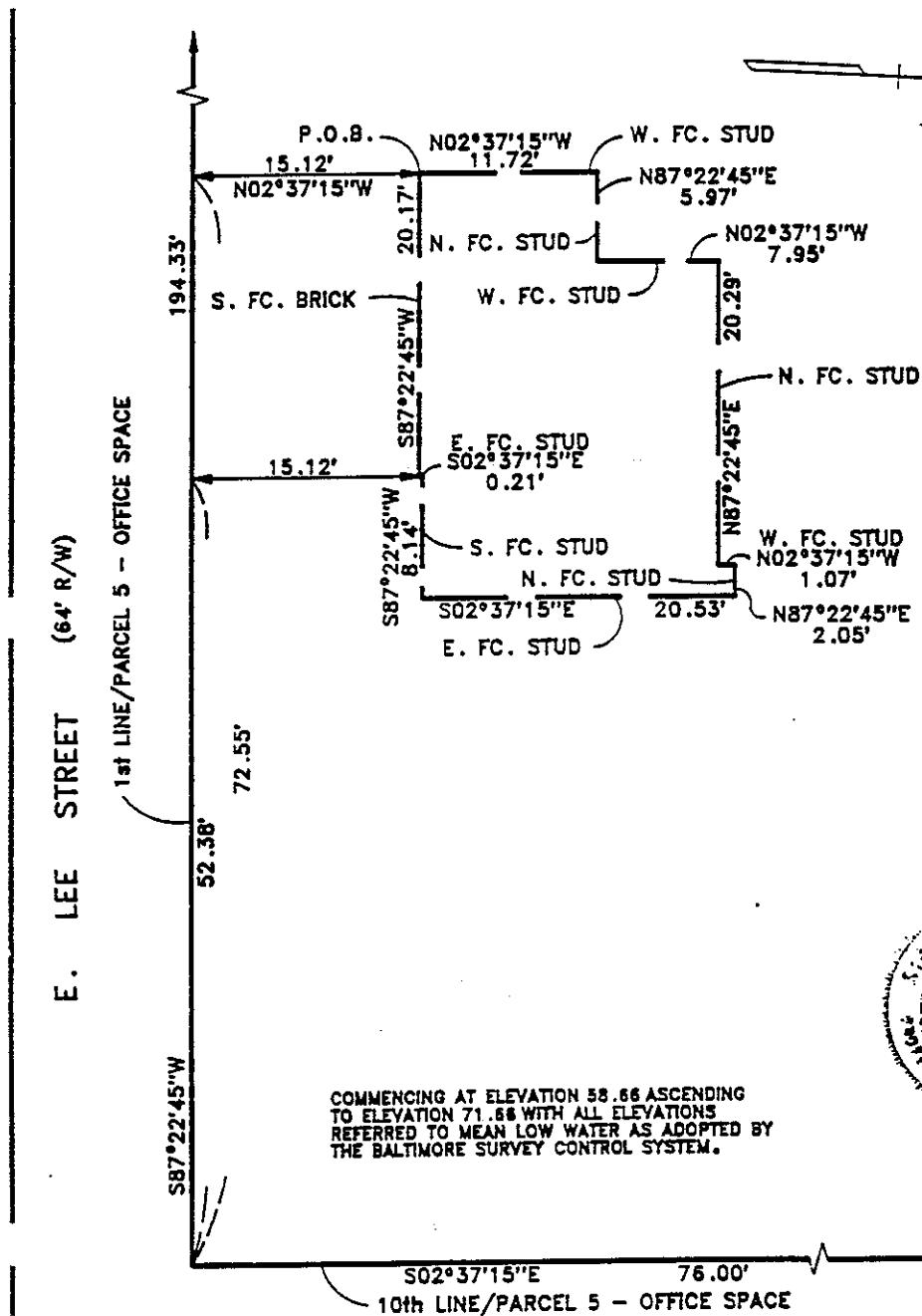
- (1) North 02°37'15" West 20.47 feet on the west face of a stud line;
- (2) North 87°22'45" East 2.17 feet on the north face of a stud line;
- (3) South 02°37'15" East 0.88 feet on the east face of a stud line;
- (4) North 87°22'45" East 20.21 feet on the north face of a stud line;
- (5) South 02°37'15" East 8.05 feet on the east face of a stud line;
- (6) North 87°22'45" East 5.97 feet on the north face of a stud line;
- (7) South 02°37'15" East 11.54 feet on the east face of a stud line;
- (8) South 87°22'45" West 28.35 feet on the south face of a stud line to the point of beginning.

COMMENCING at Elevation 45.64 ascending to Elevation 58.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 509.2 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 3C
CONDO EAST TOWER CORE/OFFICE FOURTH FLOOR



SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 3C

CONDO EAST TOWER CORE/OFFICE FOURTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the first line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 87°22'45" West 72.55 feet with said first line and North 02°37'15" West 15.12 feet perpendicular to said first line to said point of beginning; thence running over and across said Parcel 5 the following ten (10) bearings and distances:

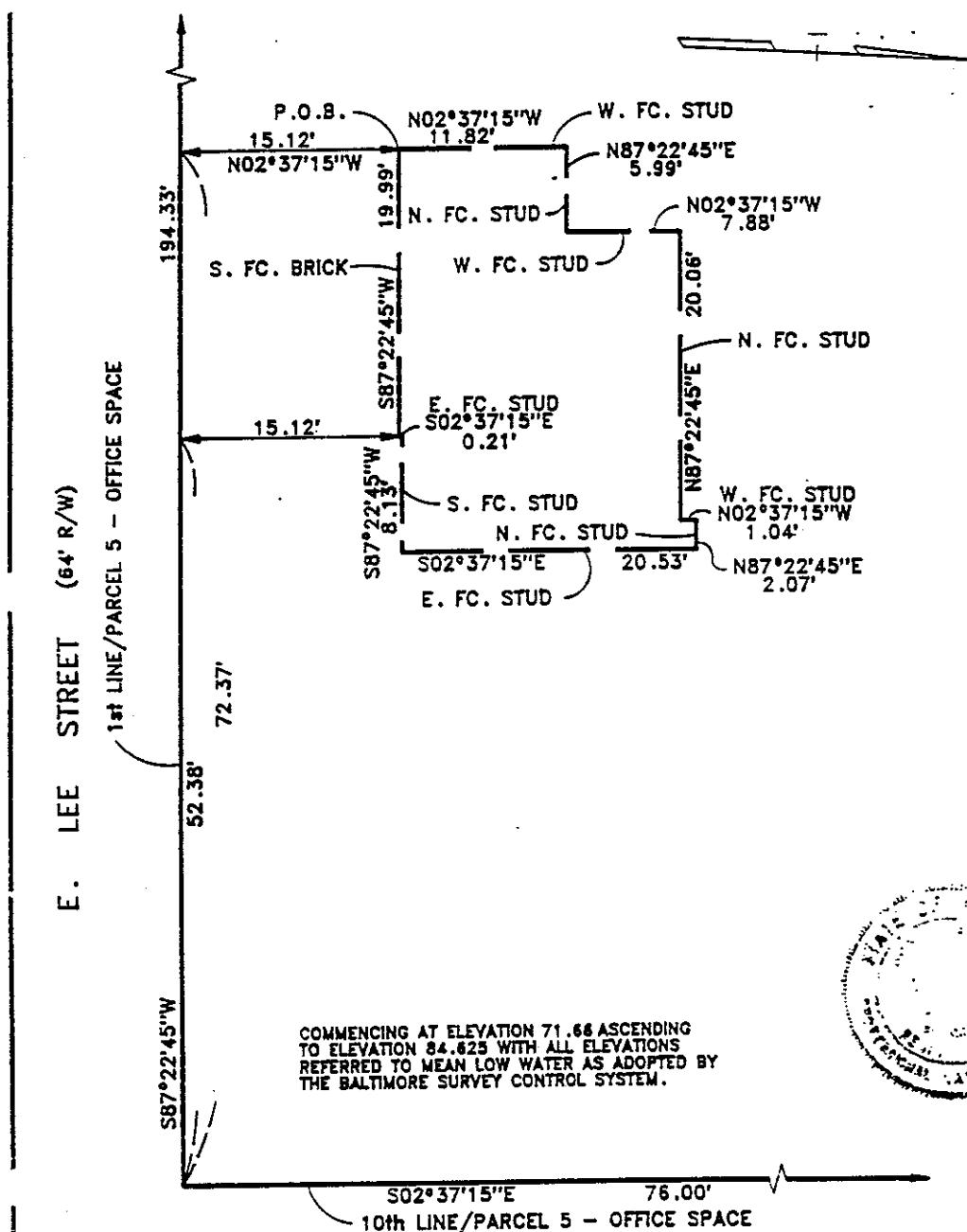
- (1) North 02°37'15" West 11.72 feet on the west face of a stud line;
- (2) North 87°22'45" East 5.97 feet on the north face of a stud line;
- (3) North 02°37'15" West 7.95 feet on the west face of a stud line;
- (4) North 87°22'45" East 20.29 feet on the north face of a stud line;
- (5) North 02°37'15" West 1.07 feet on the west face of a stud line;
- (6) North 87°22'45" East 2.05 feet on the north face of a stud line;
- (7) South 02°37'15" East 20.53 feet on the east face of a stud line;
- (8) South 87°22'45" West 8.14 feet on the south face of a stud line;
- (9) South 02°37'15" East 0.21 feet on the east face of a stud line;
- (10) South 87°22'45" West 20.17 feet on the south face of a brick wall to the point of the beginning.

COMMENCING at Elevation 58.66 ascending to Elevation 71.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 509.9 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 3D
CONDO EAST TOWER CORE/OFFICE FIFTH FLOOR



507.2 SQ. FEET

SCALE: 1"=10'

DATE: 2-3-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO. 1,
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 30

CONDO EAST TOWER CORE/OFFICE FIFTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the first line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 87°22'45" West 72.37 feet with said first line and North 02°37'15" West 15.12 feet perpendicular to said first line to said point of beginning; thence running over and across said Parcel 5 the following ten (10) bearings and distances:

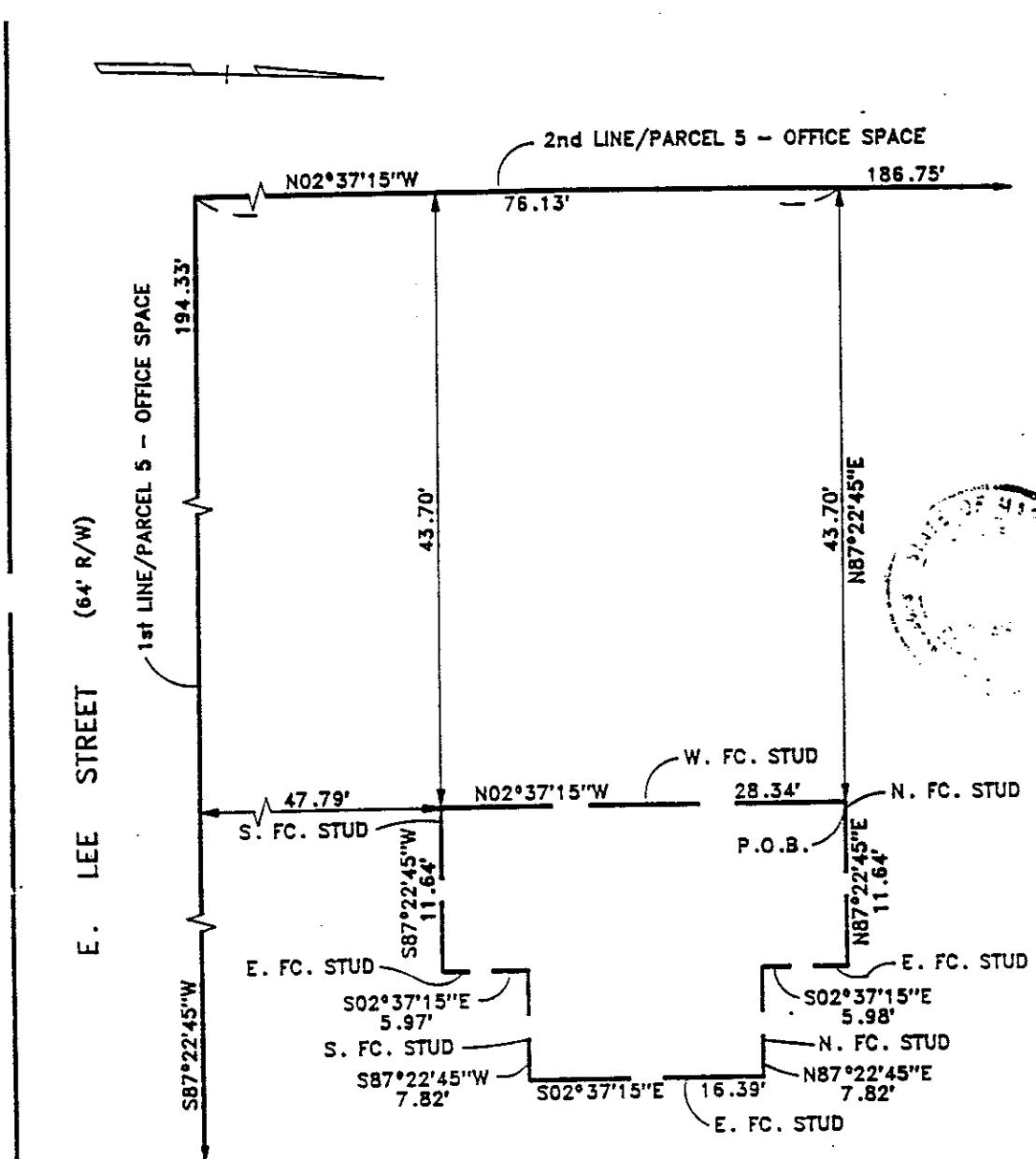
- (1) North 02°37'15" West 11.82 feet on the west face of a stud line;
- (2) North 87°22'45" East 5.99 feet on the north face of a stud line;
- (3) North 02°37'15" West 7.88 feet on the west face of a stud line;
- (4) North 87°22'45" East 20.06 feet on the north face of a stud line;
- (5) North 02°37'15" West 1.04 feet on the west face of a stud line;
- (6) North 87°22'45" East 2.07 feet on the north face of a stud line;
- (7) South 02°37'15" East 20.53 feet on the east face of a stud line;
- (8) South 87°22'45" West 8.13 feet on the south face of a stud line;
- (9) South 02°37'15" East 0.21 feet on the east face of a stud line;
- (10) South 87°22'45" West 19.99 feet on the south face of a brick wall to the point of the beginning.

COMMENCING at Elevation 71.66 ascending to Elevation 85.625 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 507.2 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 4A
CONDO SOUTH TOWER CORE/OFFICE SECOND FLOOR



COMMENCING AT ELEVATION 32.66 ASCENDING
TO ELEVATION 45.64 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SCALE: 1"=10'

DATE: 1-22-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY.

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO. 1,
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 4A

CONDO SOUTH TOWER CORE/OFFICE SECOND FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the second line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 02°37'15" West 76.13 feet with said second line and North 87°22'45" East 43.70 feet; to said point of beginning; thence running over and across said Parcel 5 the following eight (8) bearings and distances:

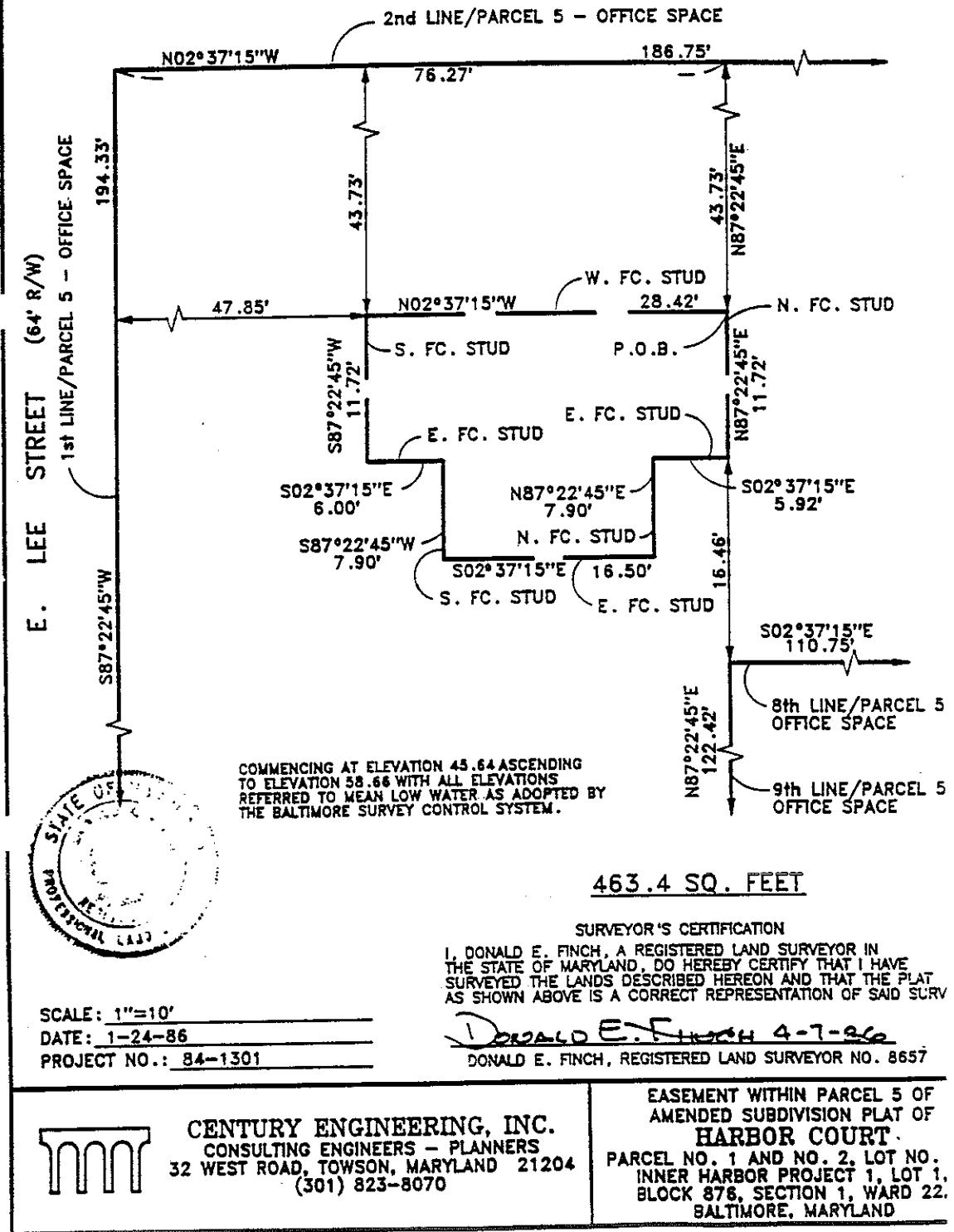
- (1) North 87°22'45" East 11.64 feet on the north face of a stud line;
- (2) South 02°37'15" East 5.98 feet on the east face of a stud line;
- (3) North 87°22'45" East 7.82 feet on the north face of a stud line;
- (4) South 02°37'15" East 16.39 feet on the east face of a stud line;
- (5) South 87°22'45" West 7.82 feet on the south face of a stud line;
- (6) South 02°37'15" East 5.97 feet on the east face of a stud line;
- (7) South 87°22'45" West 11.64 feet on the south face of a stud line;
- (8) North 02°37'15" West 28.34 feet on the west face of a stud line to the point of beginning.

COMMENCING at Elevation 32.66 ascending to Elevation 45.64 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 458.0 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 4B
CONDO SOUTH TOWER CORE/OFFICE THIRD FLOOR



EASEMENT NO. 4B

CONDO SOUTH TOWER CORE/OFFICE THIRD FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the second line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 02°37'15" West 76.27 feet on a part of said second line and North 87° 22'45" East 43.73 feet perpendicular to said second line to said point of beginning; run thence over and across said Parcel 5 the following eight (8) bearings and distances:

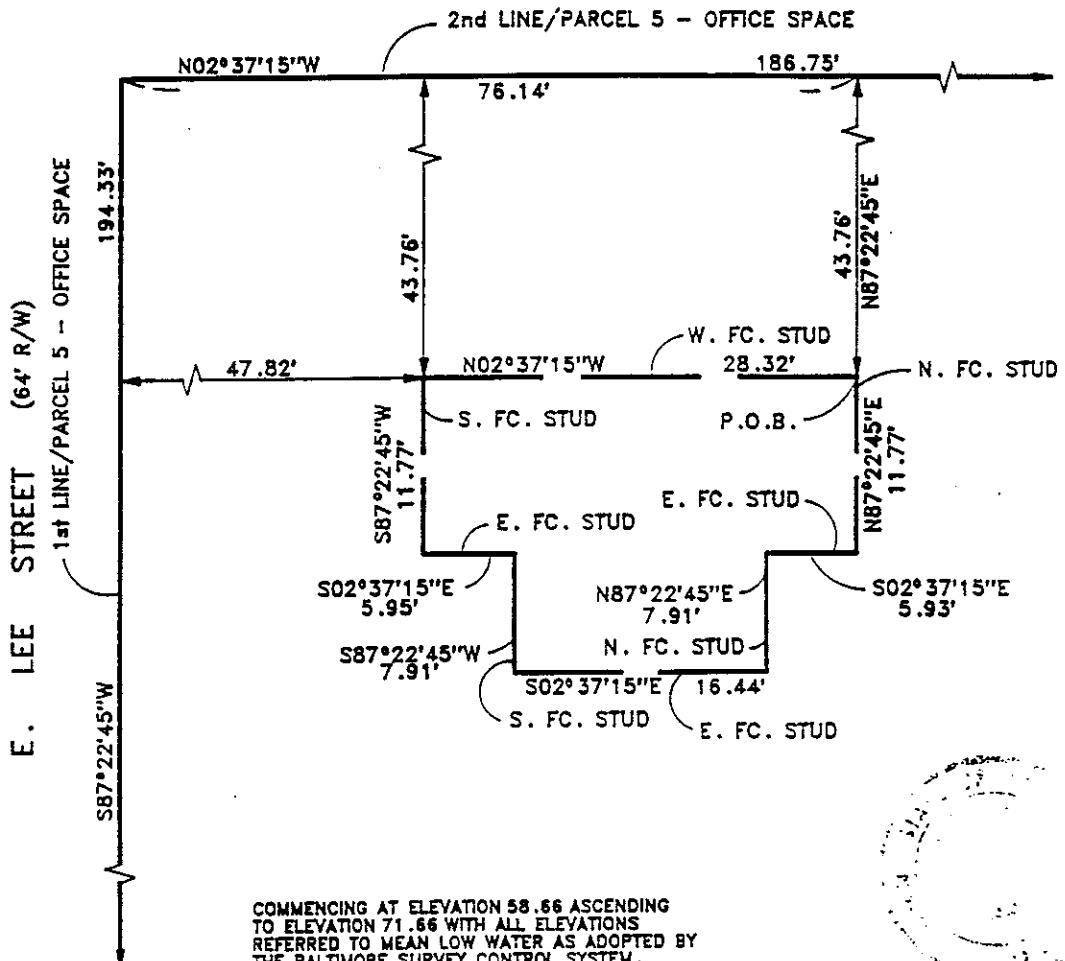
- (1) North 87°22'45" East 11.72 feet on the north face of a stud line;
- (2) South 02°37'15" East 5.92 feet on the east face of a stud line;
- (3) North 87°22'45" East 7.90 feet on the north face of a stud line;
- (4) South 02°37'15" East 16.50 feet on the east face of a stud line;
- (5) South 87°22'45" West 7.90 feet on the south face of a stud line;
- (6) South 02°37'15" East 6.00 feet on the east face of a stud line;
- (7) South 87°22'45" West 11.72 feet on the south face of a stud line;
- (8) North 02°37'15" West 28.42 feet on the west face of a stud line to the point of beginning.

COMMENCING at Elevation 45.64 ascending to Elevation 58.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 463.4 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 4C
CONDO SOUTH TOWER CORE/OFFICE FOURTH FLOOR



463.4 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'

DATE: 2-3-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 4C

CONDO SOUTH TOWER CORE/OFFICE FOURTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the second line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 02°37'15" West 76.14 feet on a part of said second line and North 87° 22'45" East 43.76 feet perpendicular to said second line to said point of beginning; run thence over and across said Parcel 5 the following eight (8) bearings and distances:

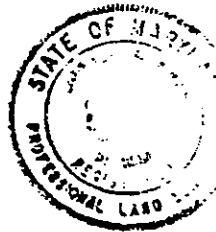
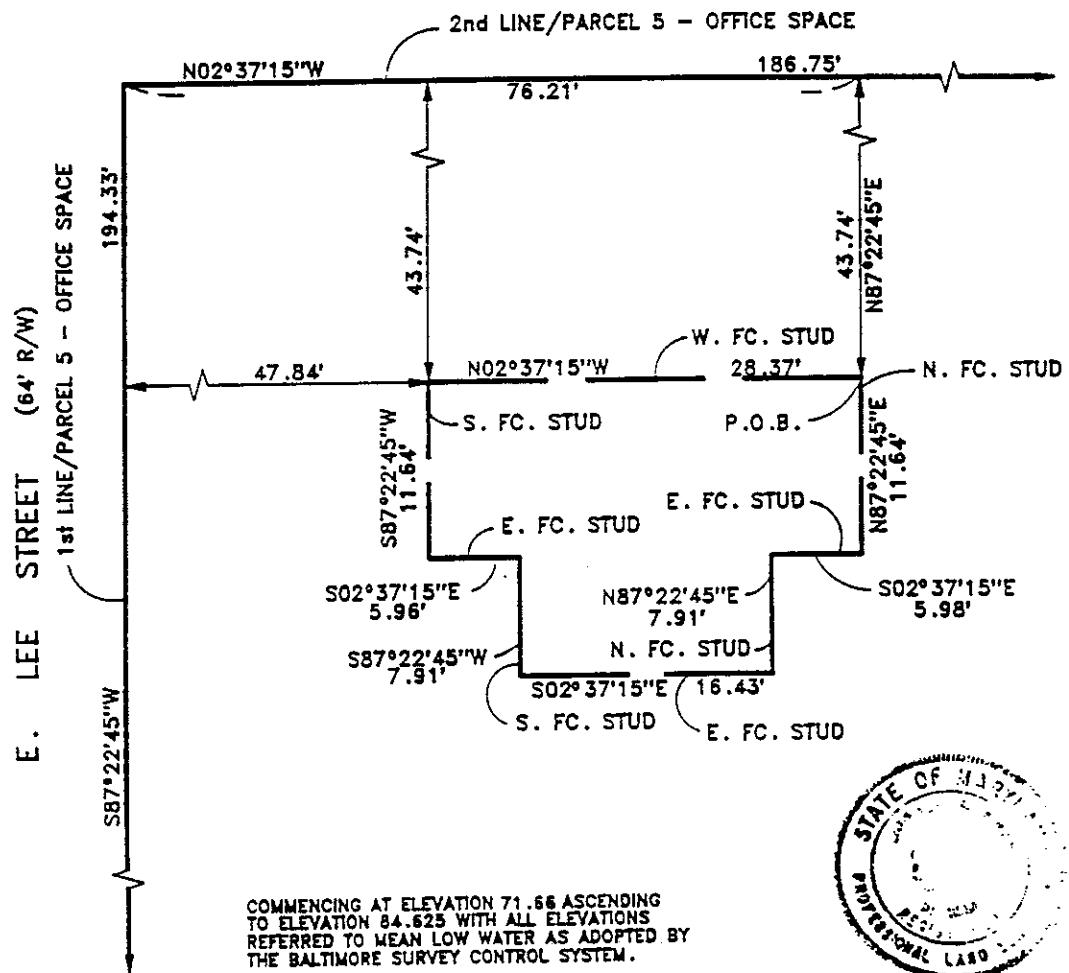
- (1) North 87°22'45" East 11.77 feet on the north face of a stud line;
- (2) South 02°37'15" East 5.93 feet on the east face of a stud line;
- (3) North 87°22'45" East 7.91 feet on the north face of a stud line;
- (4) South 02°37'15" East 16.44 feet on the east face of a stud line;
- (5) South 87°22'45" West 7.91 feet on the south face of a stud line;
- (6) South 02°37'15" East 5.95 feet on the east face of a stud line;
- (7) South 87°22'45" West 11.77 feet on the south face of a stud line;
- (8) North 02°37'15" West 28.32 feet on the west face of a stud line to the point of beginning.

COMMENCING at Elevation 58.66 ascending to Elevation 71.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 463.4 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 4D
CONDO SOUTH TOWER CORE/OFFICE FIFTH FLOOR



460.2 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'

DATE: 2-3-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 4D

CONDO SOUTH TOWER CORE/OFFICE FIFTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the second line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 02°37'15" West 76.21 feet on a part of said second line and North 87° 22'45" East 43.74 feet perpendicular to said second line to said point of beginning; run thence over and across said Parcel 5 the following eight (8) bearings and distances:

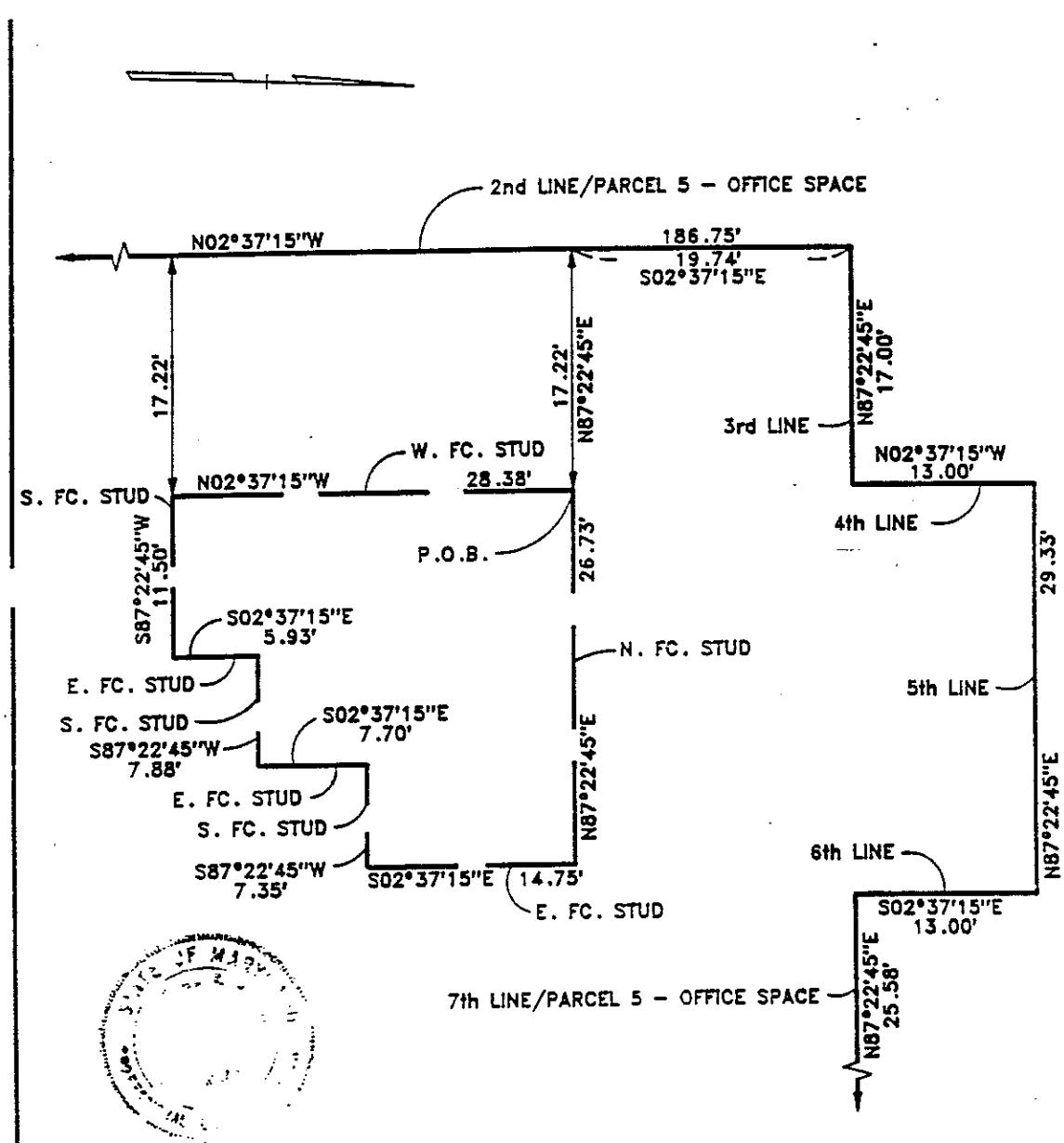
- (1) North 87°22'45" East 11.64 feet on the north face of a stud line;
- (2) South 02°37'15" East 5.98 feet on the east face of a stud line;
- (3) North 87°22'45" East 7.91 feet on the north face of a stud line;
- (4) South 02°37'15" East 16.43 feet on the east face of a stud line;
- (5) South 87°22'45" West 7.91 feet on the south face of a stud line;
- (6) South 02°37'15" East 5.96 feet on the east face of a stud line;
- (7) South 87°22'45" West 11.64 feet on the south face of a stud line;
- (8) North 02°37'15" West 28.37 feet on the west face of a stud line to the point of beginning.

COMMENCING at Elevation 71.66 ascending to Elevation 84.625 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 460.2 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 5A
CONDO NORTH TOWER CORE/OFFICE SECOND FLOOR



COMMENCING AT ELEVATION 32.66 ASCENDING
TO ELEVATION 45.64 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

611.7 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'

DATE: 1-24-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 5A

CONDO NORTH TOWER CORE/OFFICE SECOND FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the end of the second line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 02°37'15" East 19.74 feet reversely on said second line and North 87°22'45" East 17.22 feet perpendicular to said second line to said point of beginning; thence running over and across said Parcel 5 the following eight (8) bearings and distances:

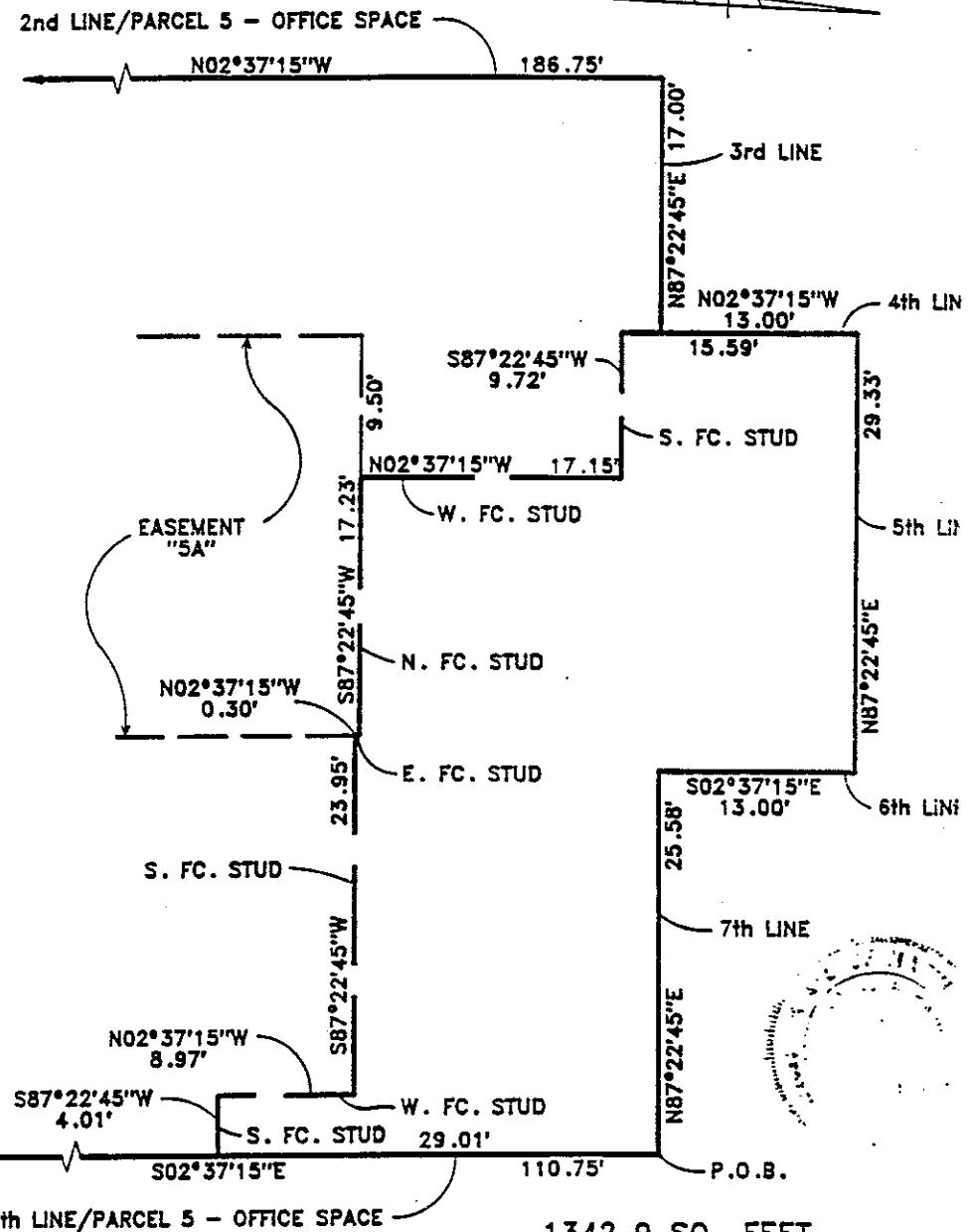
- (1) North 87°22'45" East 26.73 feet on the north face of a stud line;
- (2) South 02°37'15" East 14.75 feet on the east face of a stud line;
- (3) South 87°22'45" West 7.35 feet on the south face of a stud line;
- (4) South 02°37'15" East 7.70 feet on the east face of a stud line;
- (5) South 87°22'45" West 7.88 feet on the south face of a stud line;
- (6) South 02°37'15" East 5.93 feet on the east face of a stud line;
- (7) South 87°22'45" West 11.50 feet on the south face of a stud line;
- (8) North 02°37'15" West 28.38 feet on the west face of a stud line to the point of beginning.

COMMENCING at Elevation 32.66 ascending to Elevation 45.64 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 611.7 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 5B
CONDO NORTH TOWER CORE/OFFICE SECOND FLOOR



COMMENCING AT ELEVATION 32.66 ASCENDING
TO ELEVATION 45.64 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SCALE: 1"=10'

DATE: 1-24-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 5B

CONDO NORTH TOWER CORE/OFFICE SECOND FLOOR

BEGINNING for the same at the beginning of the eighth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, run thence

(1) South 02°37'15" East 29.01 feet on a part of said eight line; thence leaving said line and running over and across said Parcel 5, the following seven (7) bearings and distances:

(2) South 87°22'45" West 4.01 feet on the south face of a stud line;
(3) North 02°37'15" West 8.97 feet on the west face of a stud line;
(4) South 87°22'45" West 23.95 feet on the south face of a stud line;
(5) North 02°37'15" West 0.30 feet on the east face of a stud line;
(6) South 87°22'45" West 17.23 feet on the north face of a stud line;
(7) North 02°37'15" West 17.15 feet on the west face of a stud line;
(8) South 87°22'45" West 9.72 feet on the south face of a stud line; thence running on the fourth line of said Parcel 5 and said fourth line extended southerly

(9) North 02°37'15" West 15.59 feet; thence running on the fifth, sixth and seventh line of said parcel the following three (3) bearings and distances

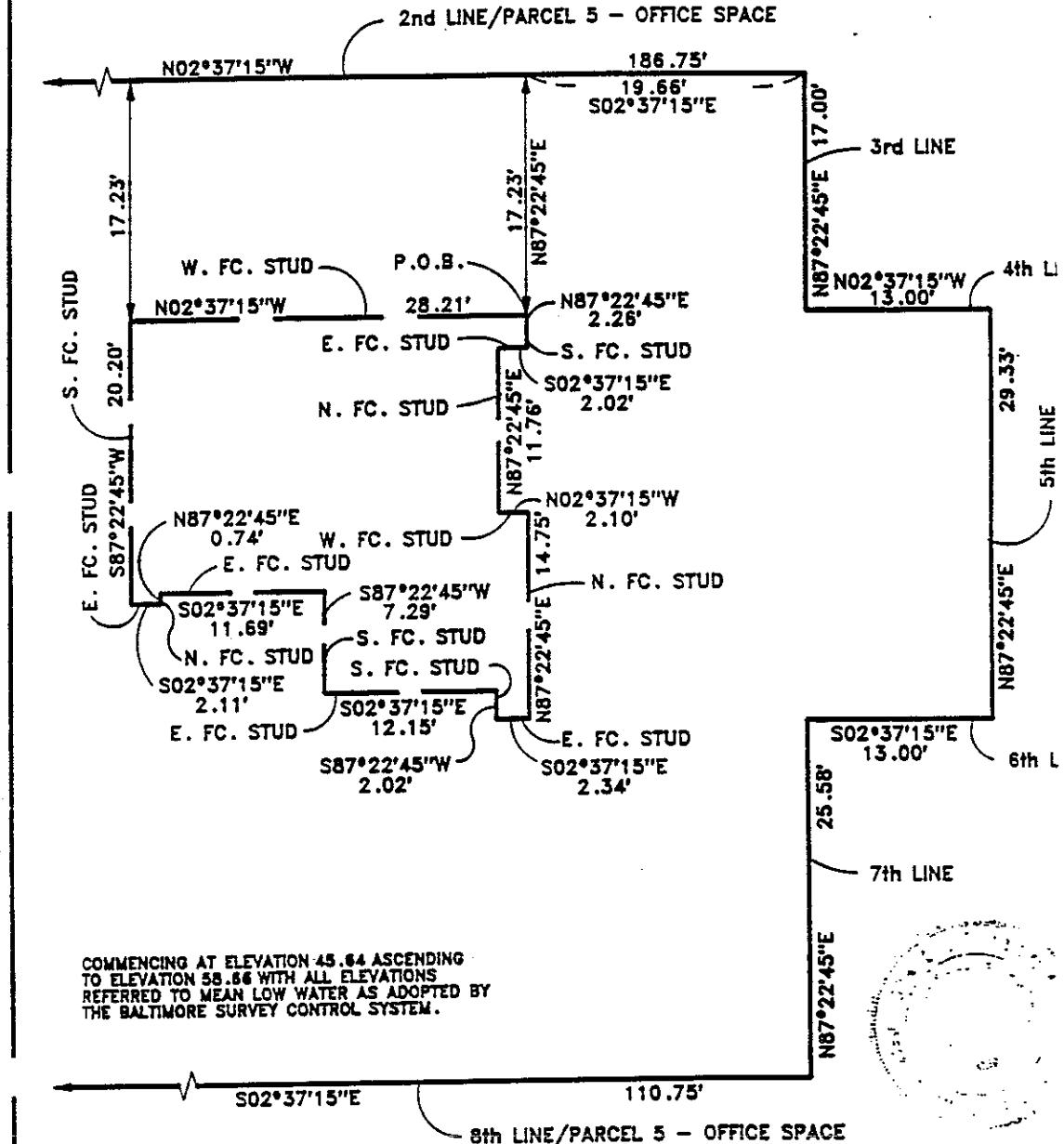
(10) North 87°22'45" East 29.33 feet;
(11) South 02°37'15" East 13.00 feet; and
(12) North 87°22'45" East 25.58 feet to the point of beginning.

COMMENCING at Elevation 32.66 ascending to Elevation 45.64 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended subdivision Plat of Harbor Court.

CONTAINING 1342.9 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 5C
CONDO NORTH TOWER CORE/OFFICE THIRD FLOOR



637.6 SQ. FEET

SCALE: 1"=10'

DATE: 1-29-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

Donald E. Finch 4-7-86

DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF AMENDED SUBDIVISION PLAT OF HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO. INNER HARBOR PROJECT 1, LOT 1 BLOCK 876, SECTION 1, WARD 22 BALTIMORE, MARYLAND

EASEMENT NO. 5C

CONDO NORTH TOWER CORE/OFFICE THIRD FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the end of the second line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South $02^{\circ}37'15''$ East 19.66 feet reversly on said second line and North $87^{\circ} 22'45''$ East 17.23 feet perpendicular to said second line to said point of beginning; run thence over and across said Parcel 5 the following fourteen (14) bearings and distances:

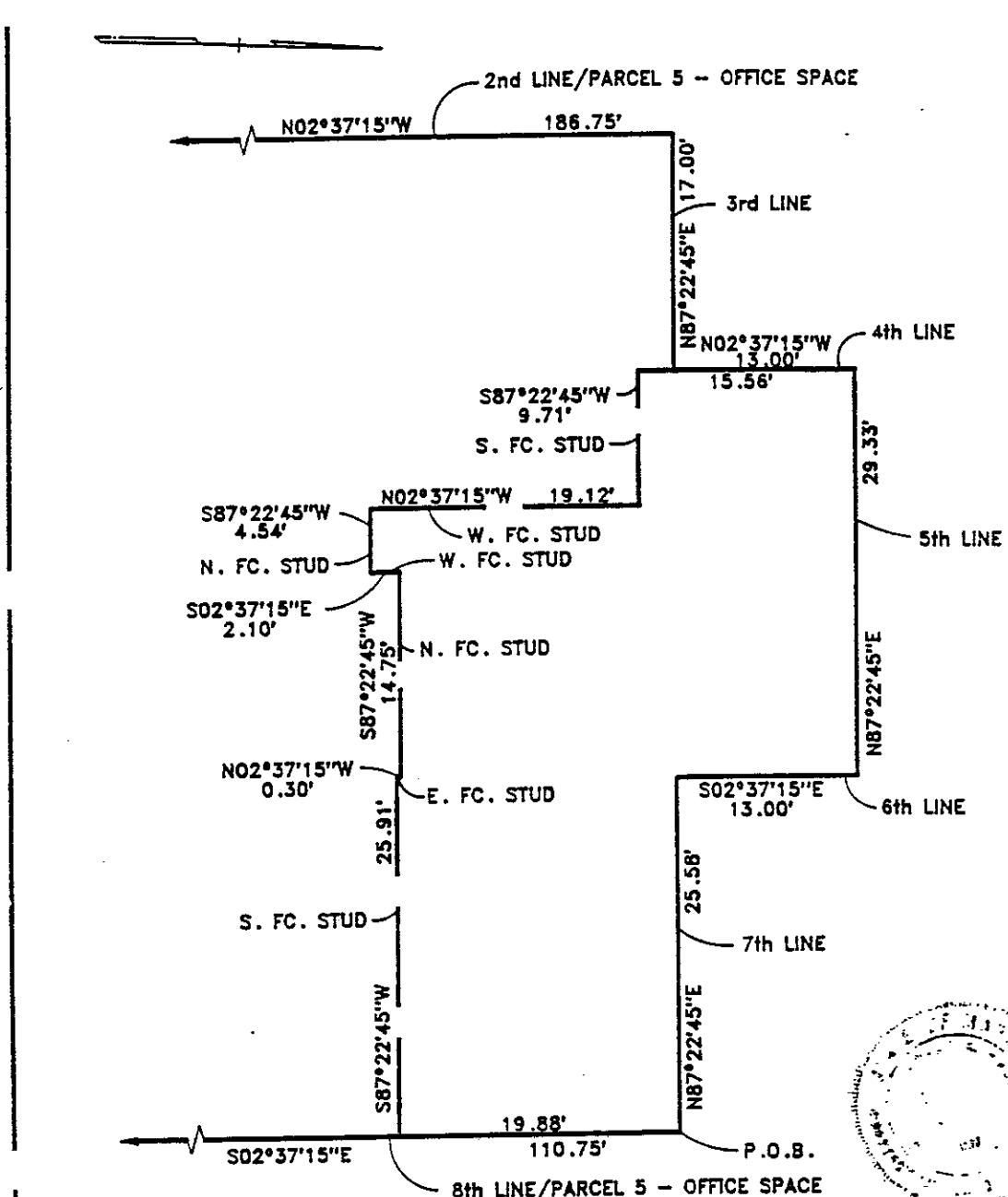
- (1) North $87^{\circ}22'45''$ East 2.26 feet on the south face of a stud line;
- (2) South $02^{\circ}37'15''$ East 2.02 feet on the east face of a stud line;
- (3) North $87^{\circ}22'45''$ East 11.76 feet on the north face of a stud line;
- (4) North $02^{\circ}37'15''$ West 2.10 feet on the west face of a stud line;
- (5) North $87^{\circ}22'45''$ East 14.75 feet on the north face of a stud line;
- (6) South $02^{\circ}37'15''$ East 2.34 feet on the east face of a stud line;
- (7) South $87^{\circ}22'45''$ West 2.02 feet on the south face of a stud line;
- (8) South $02^{\circ}37'15''$ East 12.15 feet on the east face of a stud line
- (9) South $87^{\circ}22'45''$ West 7.29 feet on the south face of a stud line;
- (10) South $02^{\circ}37'15''$ East 11.69 feet on the east face of a stud line;
- (11) North $87^{\circ}22'45''$ East 0.74 feet on the north face of a stud line;
- (12) South $02^{\circ}37'15''$ East 2.11 feet on the east face of a stud line;
- (13) South $87^{\circ}22'45''$ West 20.20 feet on the south face of a stud line;
- (14) North $02^{\circ}37'15''$ West 28.21 feet on the west face of a stud line to the point of beginning.

COMMENCING at Elevation 45.64 ascending to Elevation 58.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 637.6 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 5D
CONDO NORTH TOWER CORE/OFFICE THIRD FLOOR



COMMENCING AT ELEVATION 45.64 ASCENDING
TO ELEVATION 58.66 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

1308.5 SQ. FEET

SCALE: 1"=10'

DATE: 1-28-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 50

CONDO NORTH TOWER CORE/OFFICE THIRD FLOOR

BEGINNING for the same at a beginning of the eighth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; run thence

(1) South $02^{\circ}37'15''$ East 19.88 feet on a part of said eighth line; thence leaving said line and running over and across said Parcel 5, the following seven (7) bearings and distances:

(2) South $87^{\circ}22'45''$ West 25.91 feet on the south face of a stud line;
(3) North $02^{\circ}37'15''$ West 0.30 feet on the east face of a stud line;
(4) South $87^{\circ}22'45''$ West 14.75 feet on the north face of a stud line;
(5) South $02^{\circ}37'15''$ East 2.10 feet on the west face of a stud line;
(6) South $87^{\circ}22'45''$ West 4.54 feet on the north face of a stud line;
(7) North $02^{\circ}37'15''$ West 19.12 feet on the west face of a stud line
(8) South $87^{\circ}22'45''$ West 9.71 feet on the south face of a stud line; thence running on the fourth line of said Parcel 5 and said fourth line extended southerly

(9) North $02^{\circ}37'15''$ West 15.56 feet; thence running on the fifth, sixth and seventh line of said parcel the following three (3) bearings and distances;

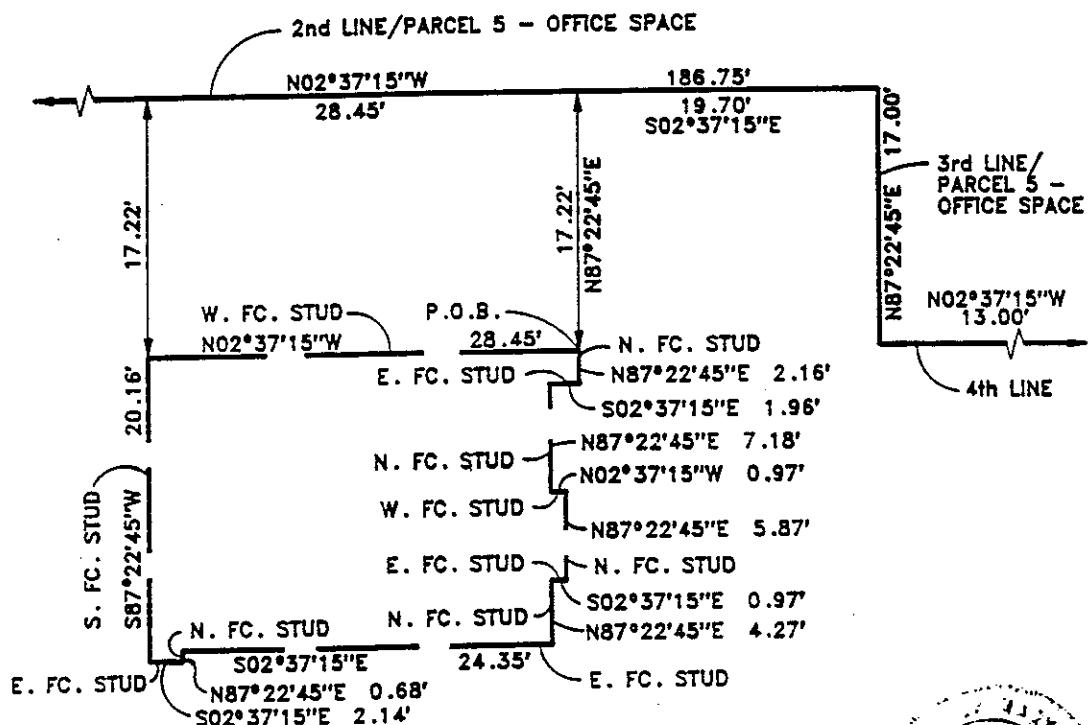
(10) North $87^{\circ}22'45''$ East 29.33 feet;
(11) South $02^{\circ}37'15''$ East 13.00 feet;
(12) North $87^{\circ}22'45''$ East 25.58 feet to the place of beginning.

COMMENCING at Elevation 45.64 ascending to Elevation 58.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 1308.5 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 5E
CONDO NORTH TOWER CORE/OFFICE FOURTH FLOOR



COMMENCING AT ELEVATION 58.66 ASCENDING
TO ELEVATION 71.86 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

527.4 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY

SCALE: 1"=10'

DATE: 2-4-86

PROJECT NO.: 84-1301

[Handwritten Signature] 4-7-86

DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO. ;
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 5E

CONDO NORTH TOWER CORE/OFFICE FOURTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the end of the second line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 02°37'15" East 19.70 feet reversely on said second line and North 87°22'45" East 17.22 feet perpendicular to said second line to said point of beginning; thence running over and across said parcel 5 the following twelve (12) bearings and distances:

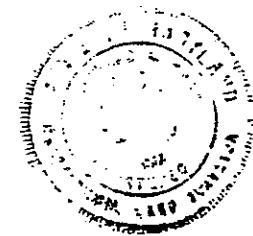
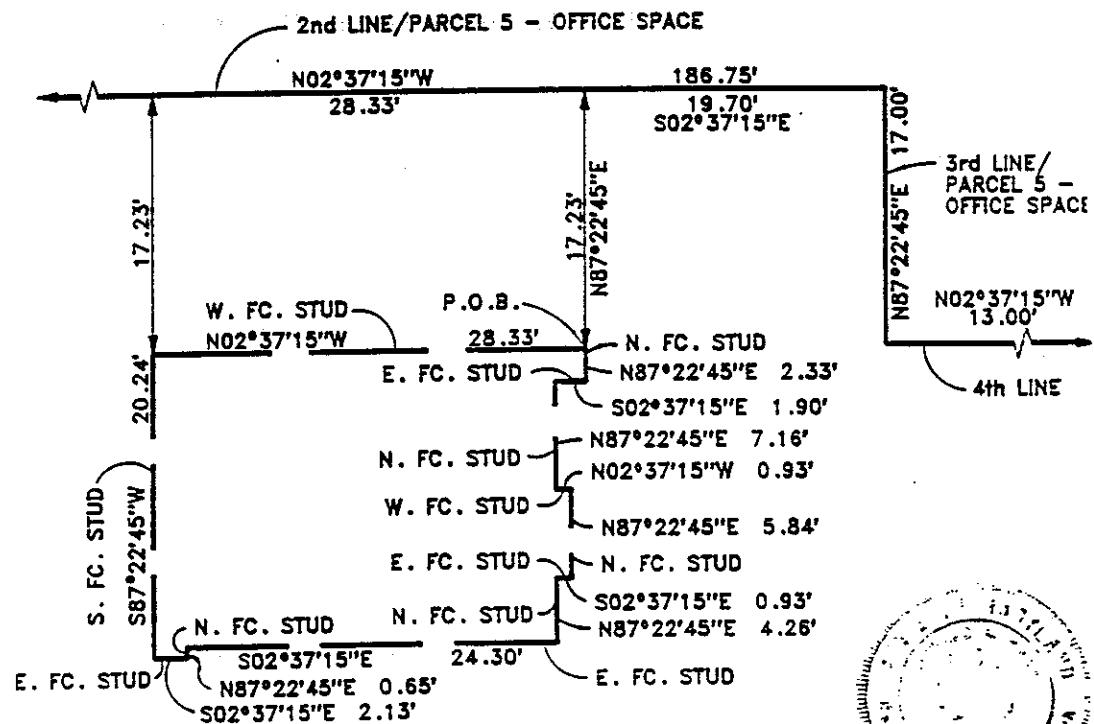
- (1) North 87°22'45" East 2.16 feet on the north face of a stud line;
- (2) South 02°37'15" East 1.96 feet on the east face of a stud line;
- (3) North 87°22'45" East 7.18 feet on the north face of a stud line;
- (4) North 02°37'15" West 0.97 feet on the west face of a stud line;
- (5) North 87°22'45" East 5.87 feet on the north face of a stud line;
- (6) South 02°37'15" East 0.97 feet on the east face of a stud line;
- (7) North 87°22'45" East 4.27 feet on the north face of a stud line;
- (8) South 02°37'15" East 24.35 feet on the east face of a stud line;
- (9) North 87°22'45" East 0.68 feet on the north face of a stud line;
- (10) South 02°37'15" East 2.14 feet on the east face of a stud line;
- (11) South 87°22'45" West 20.16 feet on the south face of a stud line;
- (12) North 02°37'15" West 28.45 feet on the west face of a stud line to the point of beginning.

COMMENCING at Elevation 58.66 ascending to Elevation 71.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 527.4 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 5F
CONDO NORTH TOWER CORE/OFFICE FIFTH FLOOR



COMMENCING AT ELEVATION 71.66 ASCENDING
TO ELEVATION 84.625 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

529.0 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV

D. E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'

DATE: 2-4-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 5F

CONDO NORTH TOWER CORE/OFFICE FIFTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the end of the second line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 02°37'15" East 19.70 feet reversely on said second line and North 87°22'45" East 17.23 feet perpendicular to said second line to said point of beginning; thence running over and across said parcel 5 the following twelve (12) bearings and distances:

- (1) North 87°22'45" East 2.33 feet on the north face of a stud line;
- (2) South 02°37'15" East 1.90 feet on the east face of a stud line;
- (3) North 87°22'45" East 7.16 feet on the north face of a stud line;
- (4) North 02°37'15" West 0.93 feet on the west face of a stud line;
- (5) North 87°22'45" East 5.84 feet on the north face of a stud line;
- (6) South 02°37'15" East 0.93 feet on the east face of a stud line;
- (7) North 87°22'45" East 4.26 feet on the north face of a stud line;
- (8) South 02°37'15" East 24.30 feet on the east face of a stud line;
- (9) North 87°22'45" East 0.65 feet on the north face of a stud line;
- (10) South 02°37'15" East 2.13 feet on the east face of a stud line;
- (11) South 87°22'45" West 20.24 feet on the south face of a stud line;
- (12) North 02°37'15" West 28.33 feet on the west face of a stud line to the point of beginning.

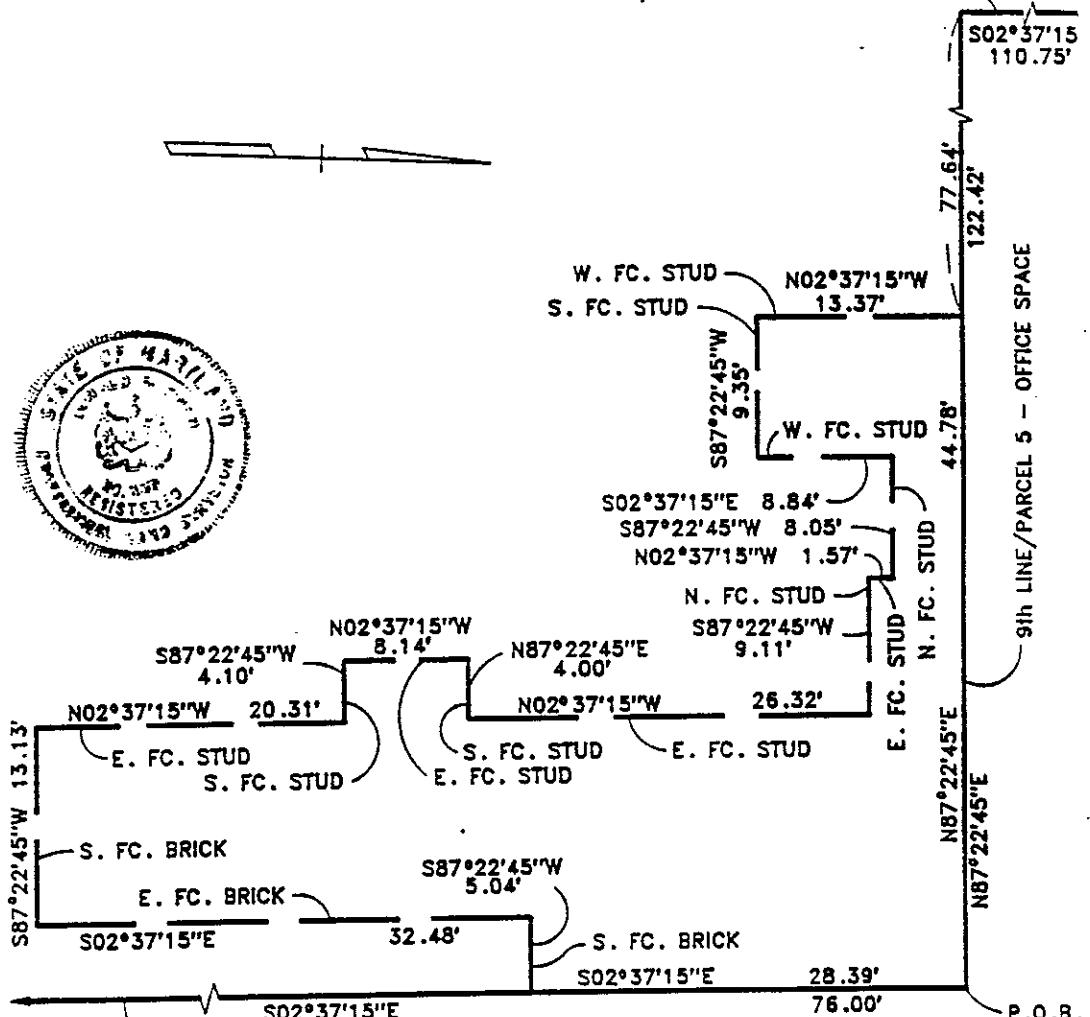
COMMENCING at Elevation 71.66 ascending to Elevation 84.625 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 529.0 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 6A
PARKING GARAGE, PUBLIC ELEVATOR LOBBY
FIRST FLOOR

8th LINE/PARCEL 5 - OFFICE SPACE



10th LINE/PARCEL 5 - OFFICE SPACE

1196.0 SQ. FEET

COMMENCING AT ELEVATION 10.00 ASCENDING
TO ELEVATION 23.66 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

SCALE: 1" = 10'

DATE: 1-21-86

PROJECT NO.: 84-1301

DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

**EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT**

EASEMENT NO. 6A

PARKING GARAGE, PUBLIC ELEVATOR LOBBY/FIRST FLOOR

BEGINNING for the same at the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said tenth line

(1) South 02°37'15" East 28.39 feet; thence running over and across said Parcel 5 the following fourteen (14) bearings and distances:

- (2) South 87°22'45" West 5.04 feet on the south face of a brick wall;
- (3) South 02°37'15" East 32.48 feet on the east face of a brick wall;
- (4) South 87°22'45" West 13.13 feet on the south face of a brick wall;
- (5) North 02°37'15" West 20.31 feet on the east face of a stud line;
- (6) South 87°22'45" West 4.10 feet on the south face of a stud line;
- (7) North 02°37'15" West 8.14 feet on the east face of a stud line;
- (8) North 87°22'45" East 4.00 feet on the south face of a stud line;
- (9) North 02°37'15" West 26.32 feet on the east face of a stud line;
- (10) South 87°22'45" West 9.11 feet on the north face of a stud line;
- (11) North 02°37'15" West 1.57 feet on the east face of a stud line;
- (12) South 87°22'45" West 8.05 feet on the north face of a stud line;
- (13) South 02°37'15" East 8.84 feet on the west face of a stud line;
- (14) South 87°22'45" West 9.35 feet on the south face of a stud line;
- (15) North 02°37'15" West 13.37 feet on the west face of a stud line to a point of the ninth line of said Parcel 5 located 44.78 feet from the end thereof; thence

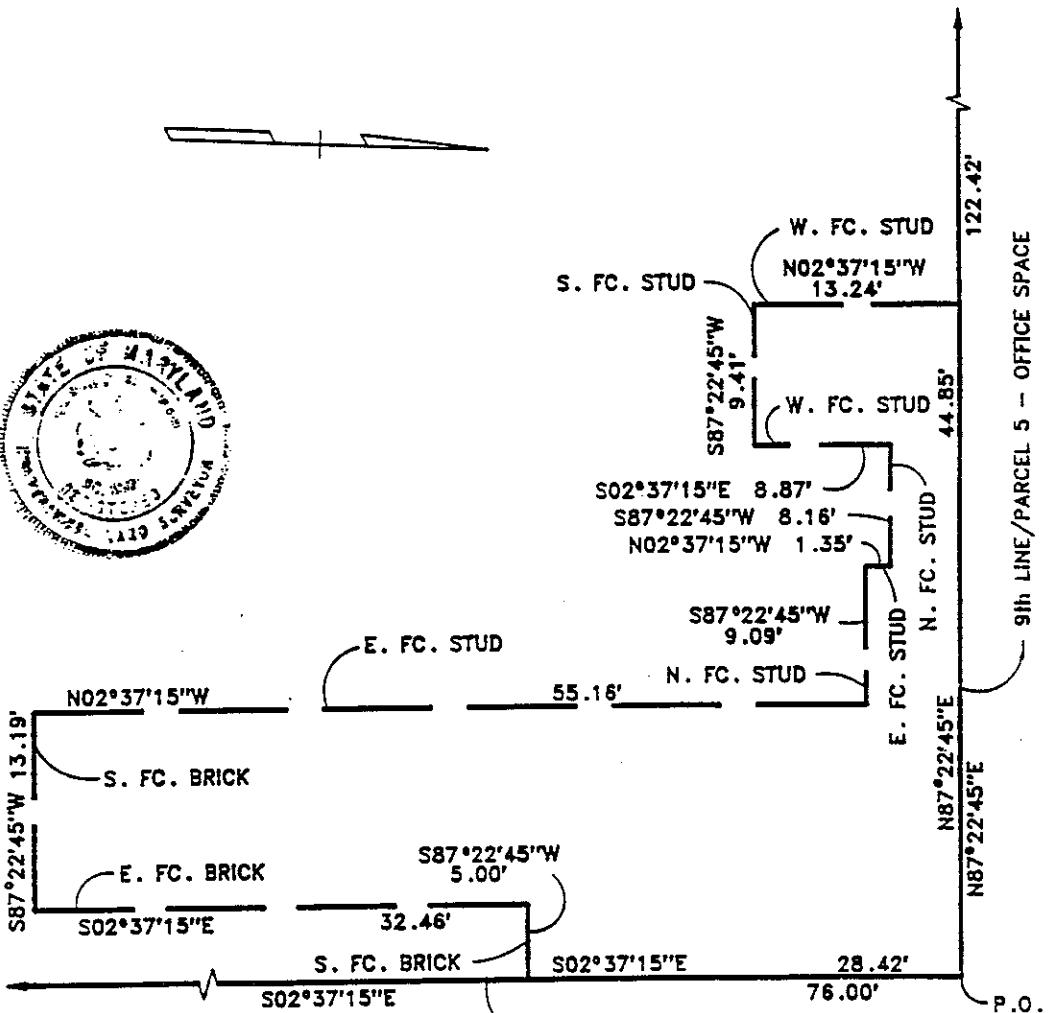
(16) North 87°22'45" East 44.78 feet on said ninth line to the point of beginning.

COMMENCING at Elevation 10.00 ascending to Elevation 23.66 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 1196.0 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 6B
PARKING GARAGE, PUBLIC ELEVATOR LOBBY
SECOND FLOOR



1157.4 SQ. FEET

COMMENCING AT ELEVATION 23.68 ASCENDING
TO ELEVATION 33.67 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SCALE: 1"=10'
DATE: 1-24-86
PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION
I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 68

PARKING GARAGE, PUBLIC ELEVATOR LOBBY/SECOND FLOOR

BEGINNING for the same at the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said tenth line

(1) South $02^{\circ}37'15''$ East 28.42 feet; thence running over and across said Parcel 5 the following ten (10) bearings and distances:

- (2) South $87^{\circ}22'45''$ West 5.00 feet on the south face of a brick wall;
- (3) South $02^{\circ}37'15''$ East 32.46 feet on the east face of a brick wall;
- (4) South $87^{\circ}22'45''$ West 13.19 feet on the south face of a brick wall;
- (5) North $02^{\circ}37'15''$ West 55.16 feet on the east face of a stud line;
- (6) South $87^{\circ}22'45''$ West 9.09 feet on the north face of a stud line;
- (7) North $02^{\circ}37'15''$ West 1.35 feet on the east face of a stud line;
- (8) South $87^{\circ}22'45''$ West 8.16 feet on the north face of a stud line;
- (9) South $02^{\circ}37'15''$ East 8.87 feet on the west face of a stud line;
- (10) South $87^{\circ}22'45''$ West 9.41 feet on the south face of a stud line;
- (11) North $02^{\circ}37'15''$ West 13.24 feet on the west face of a stud line to a point of the ninth line of said Parcel 5 located 44.85 feet from the end thereof; thence

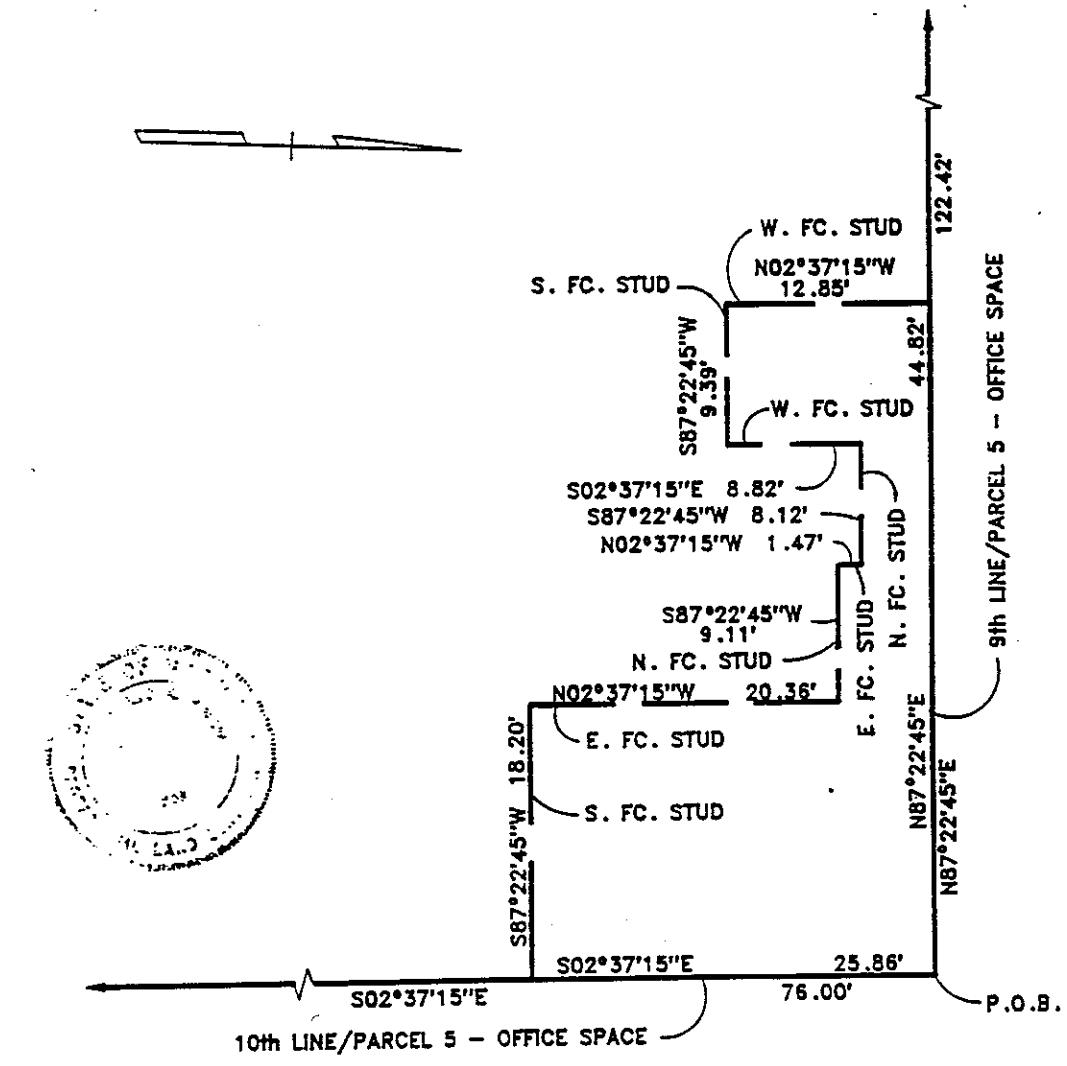
(12) North $87^{\circ}22'45''$ East 44.85 feet on said ninth line to the point of beginning.

COMMENCING at Elevation 23.66 ascending to Elevation 33.67 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 1157.4 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 6C
 PARKING GARAGE, PUBLIC ELEVATOR LOBBY
 THIRD FLOOR



674.1 SQ. FEET

COMMENCING AT ELEVATION 33.67 ASCENDING
 TO ELEVATION 43.64 WITH ALL ELEVATIONS
 REFERRED TO MEAN LOW WATER AS ADOPTED BY
 THE BALTIMORE SURVEY CONTROL SYSTEM.

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
 THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
 SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
 AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV-

SCALE: 1"=10'

DATE: 1-24-86

PROJECT NO.: 84-1301

Donald E. Finch 4-7-86
 DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
 CONSULTING ENGINEERS - PLANNERS
 32 WEST ROAD, TOWSON, MARYLAND 21204
 (301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
 AMENDED SUBDIVISION PLAT OF
HARBOR COURT
 PARCEL NO. 1 AND NO. 2, LOT NO.
 INNER HARBOR PROJECT 1, LOT 1,
 BLOCK 876, SECTION 1, WARD 22,
 BALTIMORE, MARYLAND

EASEMENT NO. 6C

PARKING GARAGE, PUBLIC ELEVATOR LOBBY/THIRD FLOOR

BEGINNING for the same at the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said tenth line

(1) South $02^{\circ}37'15''$ East 25.86 feet; thence running over and across said Parcel 5 the following eight (8) bearings and distances:

(2) South $87^{\circ}22'45''$ West 18.20 feet on the south face of a stud line;

(3) North $02^{\circ}37'15''$ West 20.36 feet on the east face of a stud line;

(4) South $87^{\circ}22'45''$ West 9.11 feet on the north face of a stud line;

(5) North $02^{\circ}37'15''$ West 1.47 feet on the east face of a stud line;

(6) South $87^{\circ}22'45''$ West 8.12 feet on the north face of a stud line;

(7) South $02^{\circ}37'15''$ East 8.82 feet on the west face of a stud line;

(8) South $87^{\circ}22'45''$ West 9.39 feet on the south face of a stud line;

(9) North $02^{\circ}37'15''$ West 12.85 feet on the west face of a stud line to a point on the ninth line of said Parcel 5 located 44.82 feet from the end thereof; thence

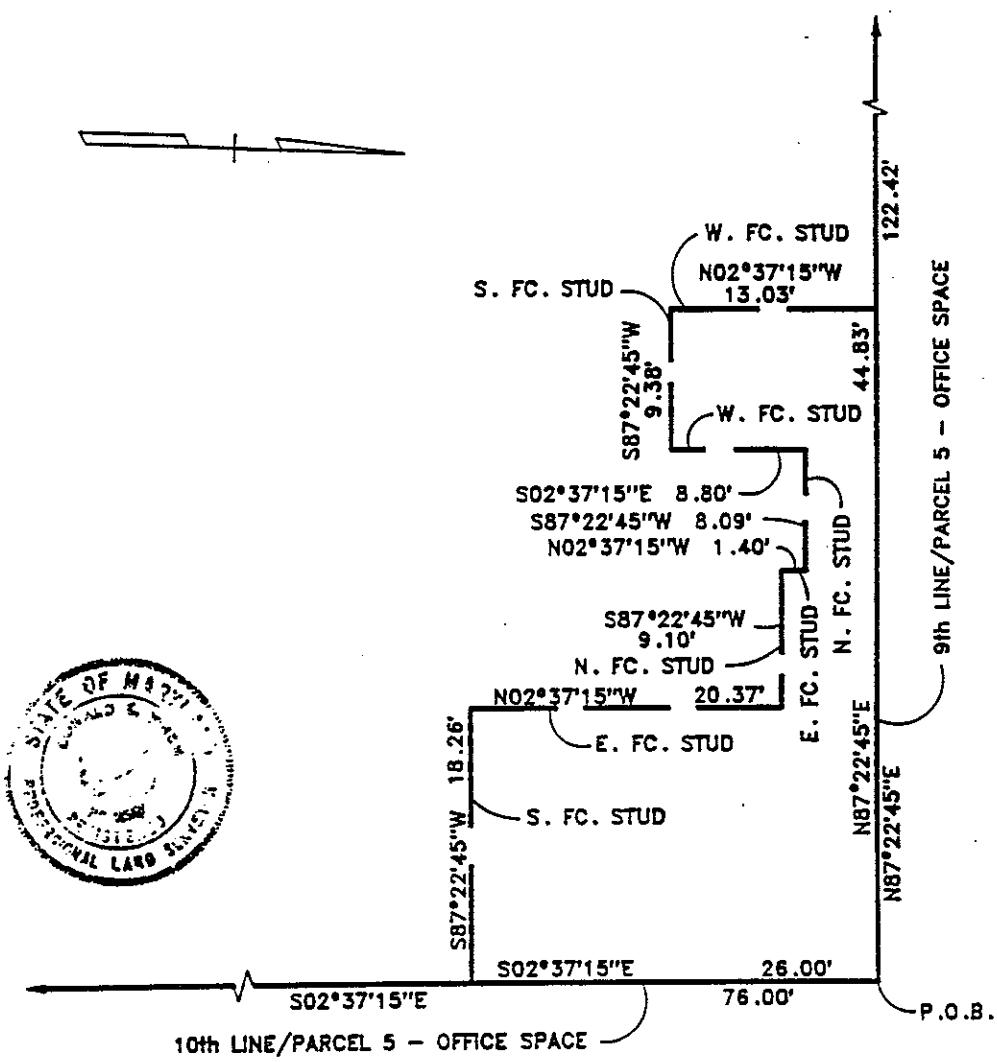
(10) North $87^{\circ}22'45''$ East 44.82 feet on said ninth line to the point of beginning.

COMMENCING at Elevation 33.67 ascending to Elevation 43.64 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 674.1 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 6D
PARKING GARAGE, PUBLIC ELEVATOR LOBBY
FOURTH FLOOR



682.4 SQ. FEET

COMMENCING AT ELEVATION 43.64 ASCENDING
TO ELEVATION 53.63 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV-

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'

DATE: 1-27-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 60

PARKING GARAGE, PUBLIC ELEVATOR LOBBY/FOURTH FLOOR

BEGINNING for the same at the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said tenth line

(1) South $02^{\circ}37'15''$ East 26.00 feet; thence running over and across said Parcel 5 the following eight (8) bearings and distances:

(2) South $87^{\circ}22'45''$ West 18.26 feet on the south face of a stud line;

(3) North $02^{\circ}37'15''$ West 20.37 feet on the east face of a stud line;

(4) South $87^{\circ}22'45''$ West 9.10 feet on the north face of a stud line;

(5) North $02^{\circ}37'15''$ West 1.40 feet on the east face of a stud line;

(6) South $87^{\circ}22'45''$ West 8.09 feet on the north face of a stud line;

(7) South $02^{\circ}37'15''$ East 8.80 feet on the west face of a stud line;

(8) South $87^{\circ}22'45''$ West 9.38 feet on the south face of a stud line;

(9) North $02^{\circ}37'15''$ West 13.03 feet on the west face of a stud line to a point on the ninth line of said Parcel 5 located 44.83 feet from the end thereof; thence

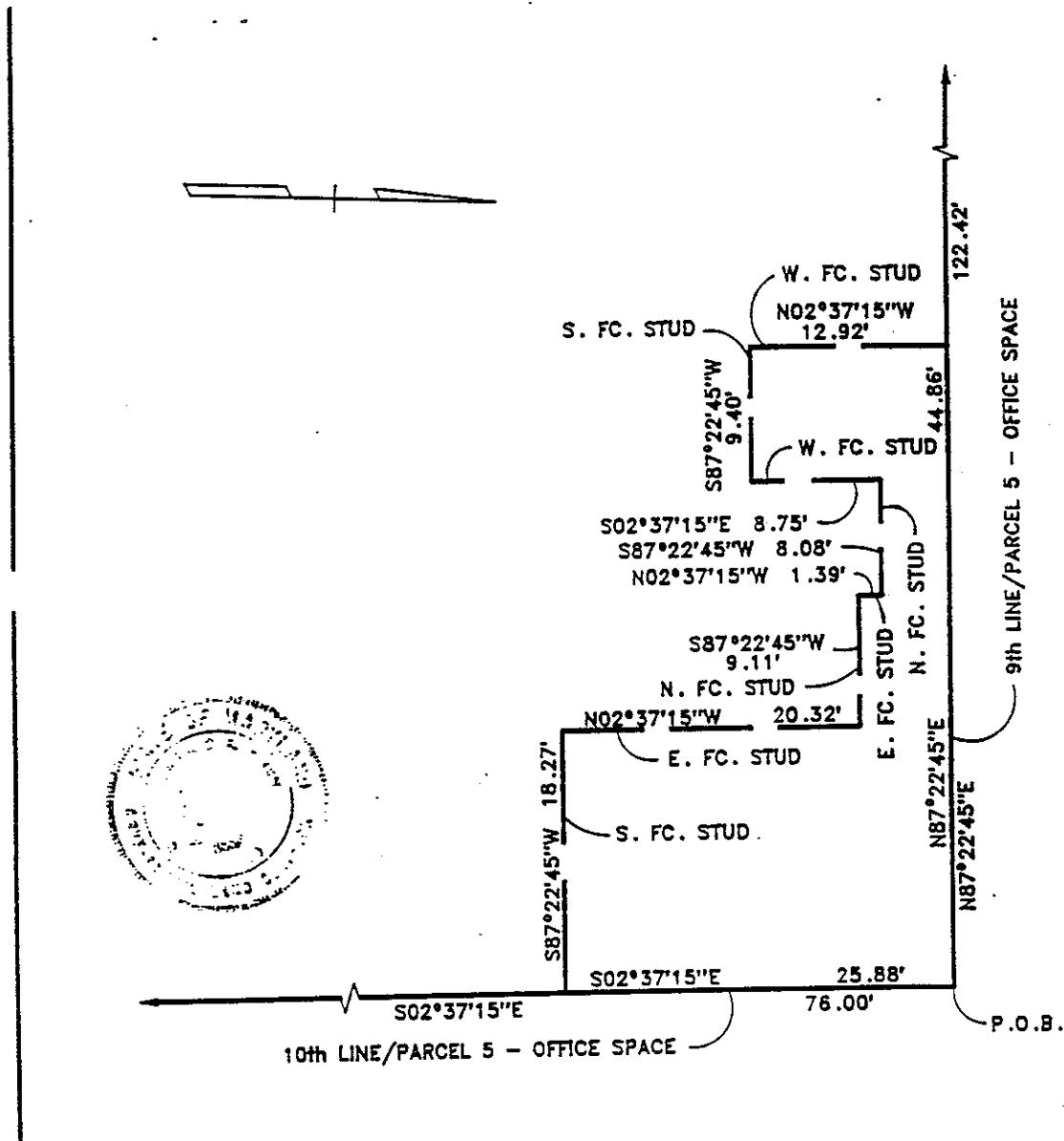
(10) North $87^{\circ}22'45''$ East 44.83 feet on said ninth line to the point of beginning.

COMMENCING at Elevation 43.64 ascending to Elevation 53.63 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 682.4 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 6E
PARKING GARAGE, PUBLIC ELEVATOR LOBBY
FIFTH FLOOR



COMMENCING AT ELEVATION 53.63 ASCENDING
TO ELEVATION 63.63 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SCALE: 1"=10'

DATE: 1-27-86

PROJECT NO.: 84-1301

678.6 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 6E

PARKING GARAGE, PUBLIC ELEVATOR LOBBY/FIFTH FLOOR

BEGINNING for the same at the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said tenth line

(1) South 02°37'15" East 25.88 feet; thence running over and across said Parcel 5 the following eight (8) bearings and distances:

(2) South 87°22'45" West 18.27 feet on the south face of a stud line;

(3) North 02°37'15" West 20.32 feet on the east face of a stud line;

(4) South 87°22'45" West 9.11 feet on the north face of a stud line;

(5) North 02°37'15" West 1.39 feet on the east face of a stud line;

(6) South 87°22'45" West 8.08 feet on the north face of a stud line;

(7) South 02°37'15" East 8.75 feet on the west face of a stud line;

(8) South 87°22'45" West 9.40 feet on the south face of a stud line;

(9) North 02°37'15" West 12.92 feet on the west face of a stud line to a point on the ninth line of said Parcel 5 located 44.86 feet from the end thereof; thence

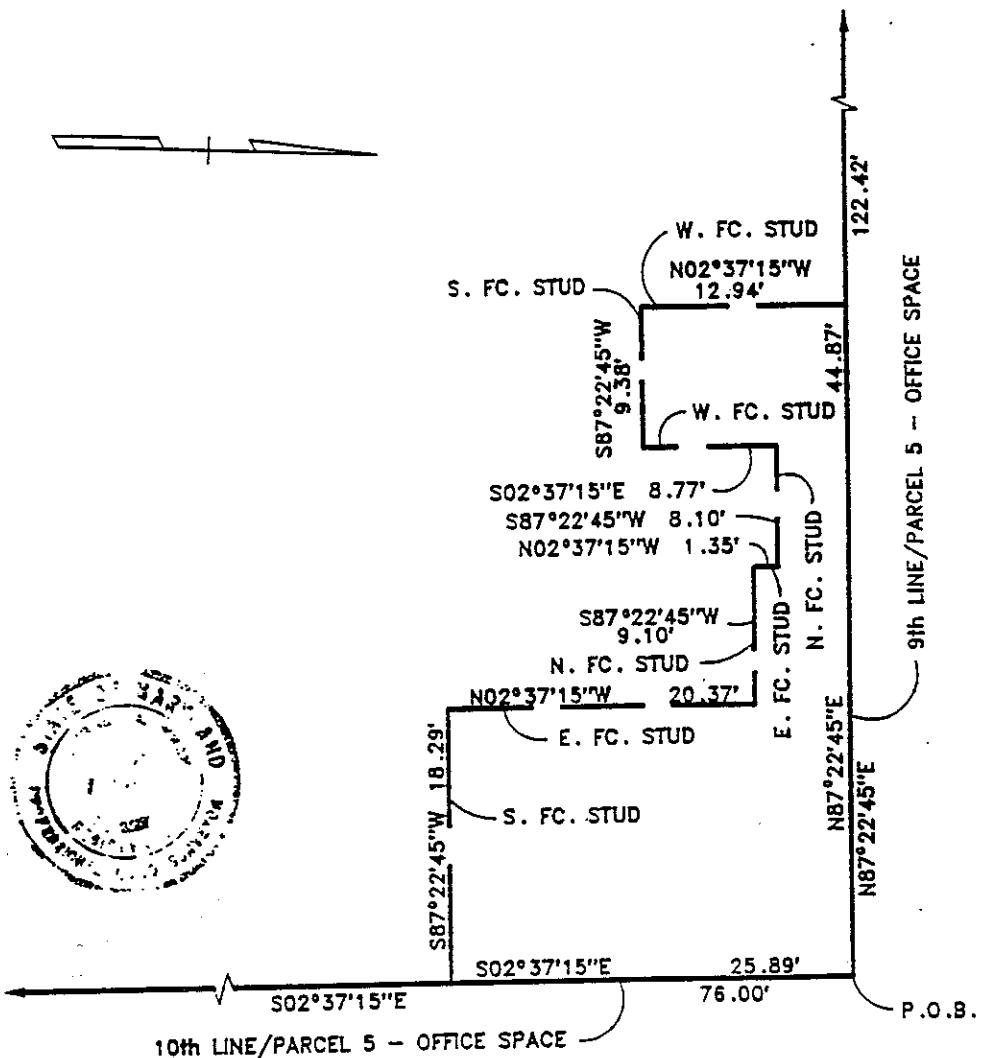
(10) North 87°22'45" East 44.86 feet on said ninth line to the point of beginning.

COMMENCING at Elevation 53.63 ascending to Elevation 63.63 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 678.6 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 6F
PARKING GARAGE, PUBLIC ELEVATOR LOBBY
SIXTH FLOOR



COMMENCING AT ELEVATION 63.63 ASCENDING
TO ELEVATION 73.63 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

678.9 SQ. FEET

SCALE: 1"=10'
DATE: 2-3-86
PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 6F

PARKING GARAGE, PUBLIC ELEVATOR LOBBY/SIXTH FLOOR

BEGINNING for the same at the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said tenth line

(1) South 02°37'15" East 25.89 feet; thence running over and across said Parcel 5 the following eight (8) bearings and distances:

(2) South 87°22'45" West 18.29 feet on the south face of a stud line;

(3) North 02°37'15" West 20.37 feet on the east face of a stud line;

(4) South 87°22'45" West 9.10 feet on the north face of a stud line;

(5) North 02°37'15" West 1.35 feet on the east face of a stud line;

(6) South 87°22'45" West 8.10 feet on the north face of a stud line;

(7) South 02°37'15" East 8.77 feet on the west face of a stud line;

(8) South 87°22'45" West 9.38 feet on the south face of a stud line;

(9) North 02°37'15" West 12.94 feet on the west face of a stud line to a point on the ninth line of said Parcel 5 located 44.87 feet from the end thereof; thence

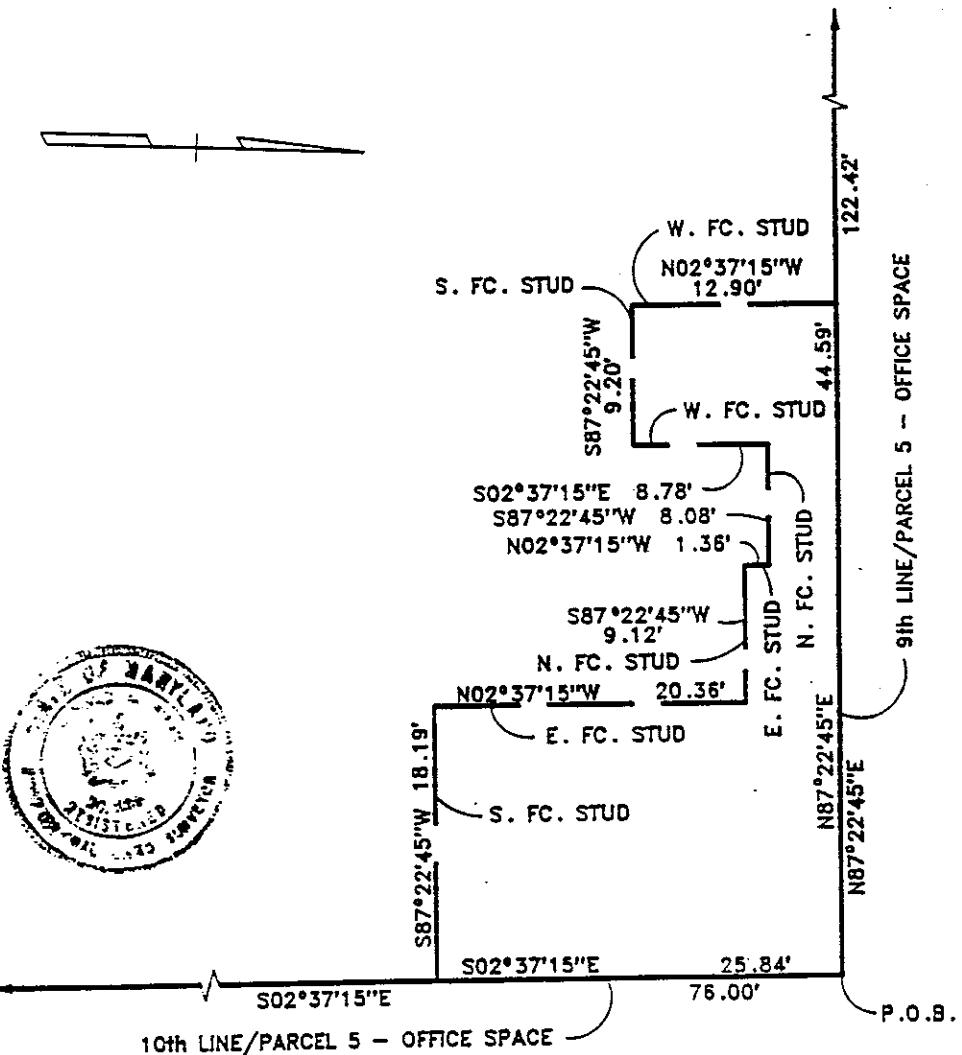
(10) North 87°22'45" East 44.87 feet on said ninth line to the point of beginning.

COMMENCING at Elevation 63.63 ascending to Elevation 73.63 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 678.9 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 6G
 PARKING GARAGE, PUBLIC ELEVATOR LOBBY
 SEVENTH FLOOR



COMMENCING AT ELEVATION 73.63 ASCENDING
 TO ELEVATION 84.625 WITH ALL ELEVATIONS
 REFERRED TO MEAN LOW WATER AS ADOPTED BY
 THE BALTIMORE SURVEY CONTROL SYSTEM.

672.0 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
 THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
 SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
 AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV

Donald E. Finch 4-7-86
 DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'

DATE: 2-3-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
 CONSULTING ENGINEERS - PLANNERS
 32 WEST ROAD, TOWSON, MARYLAND 21204
 (301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
 AMENDED SUBDIVISION PLAT OF
HARBOR COURT
 PARCEL NO. 1 AND NO. 2, LOT NO.
 INNER HARBOR PROJECT 1, LOT 1,
 BLOCK 876, SECTION 1, WARD 22,
 BALTIMORE, MARYLAND

EASEMENT NO. 6G

PARKING GARAGE, PUBLIC ELEVATOR LOBBY/SEVENTH FLOOR

BEGINNING for the same at the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said tenth line

(1) South $02^{\circ}37'15''$ East 25.84 feet; thence running over and across said Parcel 5 the following eight (8) bearings and distances:

(2) South $87^{\circ}22'45''$ West 18.19 feet on the south face of a stud line;

(3) North $02^{\circ}37'15''$ West 20.36 feet on the east face of a stud line;

(4) South $87^{\circ}22'45''$ West 9.12 feet on the north face of a stud line;

(5) North $02^{\circ}37'15''$ West 1.36 feet on the east face of a stud line;

(6) South $87^{\circ}22'45''$ West 8.08 feet on the north face of a stud line;

(7) South $02^{\circ}37'15''$ East 8.78 feet on the west face of a stud line;

(8) South $87^{\circ}22'45''$ West 9.20 feet on the south face of a stud line;

(9) North $02^{\circ}37'15''$ West 12.90 feet on the west face of a stud line to a point on the ninth line of said Parcel 5 located 44.59 feet from the end thereof; thence

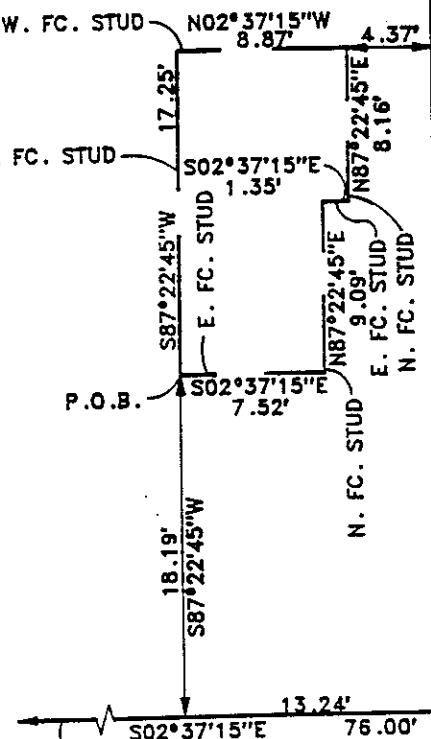
(10) North $87^{\circ}22'45''$ East 44.59 feet on said ninth line to the point of beginning.

COMMENCING at Elevation 73.63 ascending to Elevation 84.625 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 672.0 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 7A
CONDO PARKING GARAGE ELEVATOR LOBBY/SECOND FLOOR



9th LINE/PARCEL 5 - OFFICE SPACE

10th LINE/PARCEL 5 - OFFICE SPACE

140.7 SQ. FEET

COMMENCING AT ELEVATION 23.66 ASCENDING
TO ELEVATION 33.67 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV-

SCALE: 1"=8'

DATE: 1-27-86

PROJECT NO.: 84-1301

Donald E. Finch
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 7A

CONDO PARKING GARAGE ELEVATOR LOBBY/SECOND FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the tenth line of Parcel 6 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 02°37'15" East 13.24 feet with said tenth line and South 87°22'45" West 16.19 feet perpendicular to said tenth line to said point of beginning; thence running over and across said Parcel 6 the following six (6) bearings and distances:

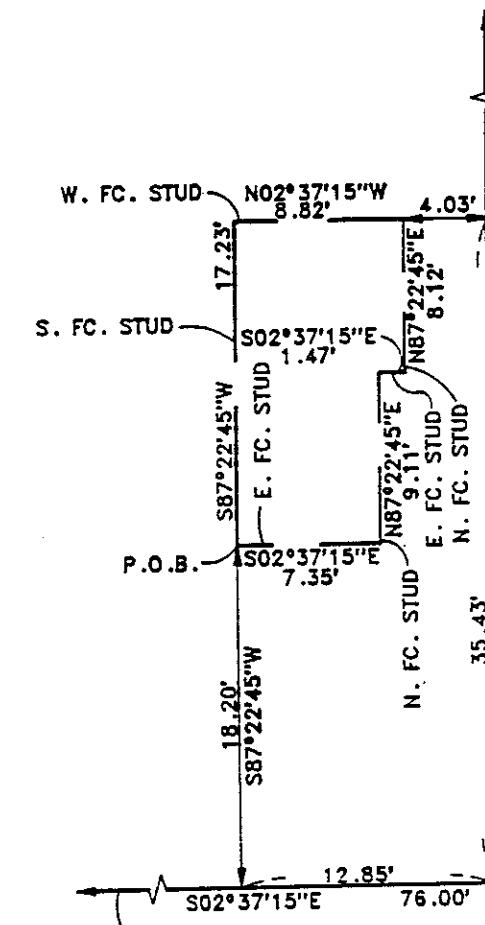
- (1) South 87°22'45" West 17.25 feet on the south face of a stud line;
- (2) North 02°37'15" West 8.87 feet on the west face of a stud line;
- (3) North 87°22'45" East 8.16 feet on the north face of a stud line;
- (4) South 02°37'15" East 4.35 feet on the east face of a stud line;
- (5) North 87°22'45" East 9.09 feet on the north face of a stud line;
- (6) South 02°37'15" East 7.52 feet on the east face of a stud line to the point of beginning.

COMMENCING at elevation 23.66 ascending to elevation 23.67 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System,

being a part of Parcel 6 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 140.7 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 7B
CONDO PARKING GARAGE ELEVATOR LOBBY/THIRD FLOOR



10th LINE/PARCEL 5 - OFFICE SPACE



COMMENCING AT ELEVATION 33.67 ASCENDING
TO ELEVATION 43.64 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

138.6 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

DONALD E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=8'
DATE: 1-27-86
PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 7B

CONDO PARKING GARAGE ELEVATOR LOBBY/THIRD FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 02°37'15" East 12.85 feet with said tenth line and South 87°22'45" West 18.20 feet perpendicular to said tenth line to said point of beginning; thence running over and across said Parcel 5 the following six (6) bearings and distances:

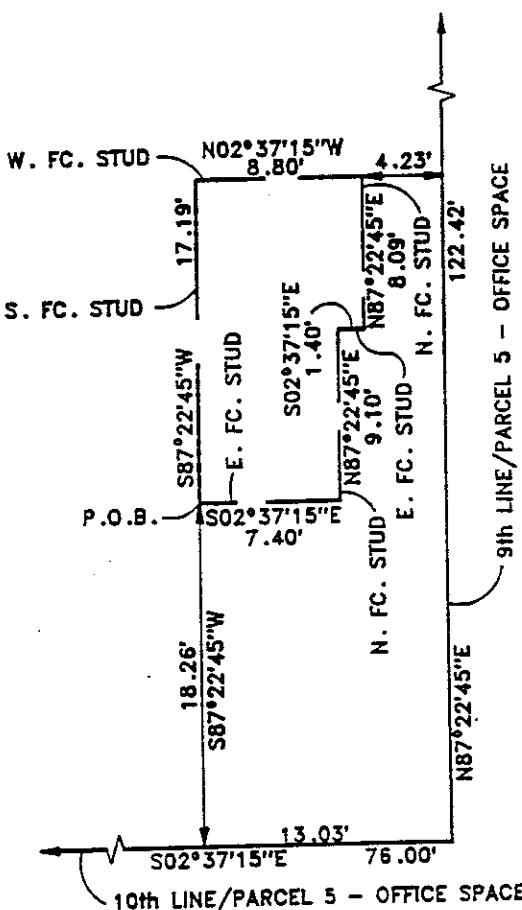
- (1) South 87°22'45" West 17.23 feet on the south face of a stud line;
- (2) North 02°37'15" West 8.82 feet on the west face of a stud line;
- (3) North 87°22'45" East 8.12 feet on the north face of a stud line;
- (4) South 02°37'15" East 1.47 feet on the east face of a stud line;
- (5) North 87°22'45" East 9.11 feet on the north face of a stud line;
- (6) South 02°37'15" East 7.35 feet on the east face of a stud line to the point of beginning.

COMMENCING at Elevation 33.67 ascending to Elevation 43.64 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 138.6 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 7C
CONDO PARKING GARAGE ELEVATOR LOBBY/FOURTH FLOOR



COMMENCING AT ELEVATION 43.64 ASCENDING
TO ELEVATION 53.63 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

138.5 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

SCALE: 1"=8'

DATE: 1-28-86

PROJECT NO.: 84-1301

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 7C

CONDO PARKING GARAGE ELEVATOR LOBBY/FOURTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 02°37'15" East 13.03 feet with said tenth line and South 87°22'45" West 18.26 feet perpendicular to said tenth line to said point of beginning; thence running over and across said Parcel 5 the following six (6) bearings and distances:

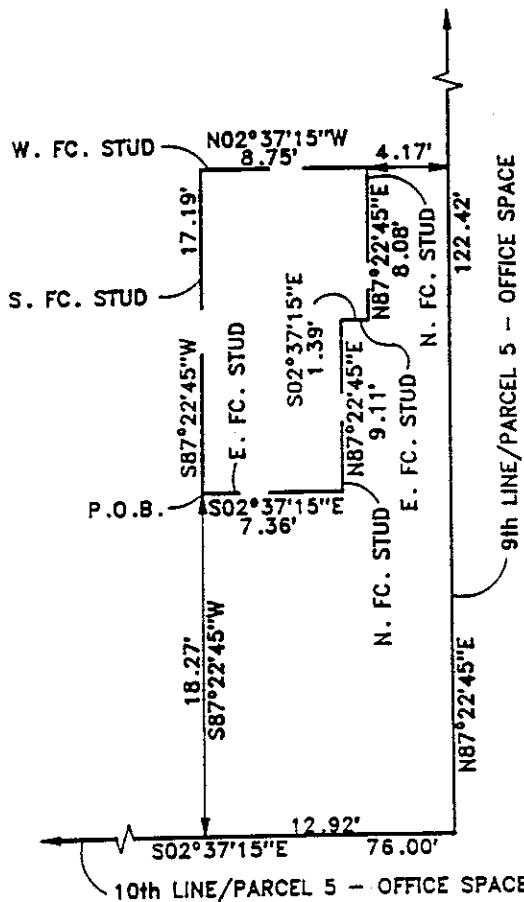
- (1) South 87°22'45" West 17.19 feet on the south face of a stud line;
- (2) North 02°37'15" West 8.80 feet on the west face of a stud line;
- (3) North 87°22'45" East 8.09 feet on the north face of a stud line;
- (4) South 02°37'15" East 1.40 feet on the east face of a stud line;
- (5) North 87°22'45" East 9.10 feet on the north face of a stud line;
- (6) South 02°37'15" East 7.40 feet on the east face of a stud line to the point of beginning

COMMENCING at Elevation 43.64 ascending to Elevation 53.63 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 138.5 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 7D
CONDO PARKING GARAGE ELEVATOR LOBBY/FIFTH FLOOR



COMMENCING AT ELEVATION 53.63 ASCENDING
TO ELEVATION 63.63 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

137.8 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY.

SCALE: 1"=8'

DATE: 1-28-86

PROJECT NO.: 84-1301

DONALD E. FINCH 4-7-86

DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 7D

CONDO PARKING GARAGE ELEVATOR LOBBY/FIFTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 02°37'15" East 12.92 feet with said tenth line and South 87°22'45" West 18.27 feet perpendicular to said tenth line to said point of beginning; thence running over and across said Parcel 5 the following six (6) bearings and distances:

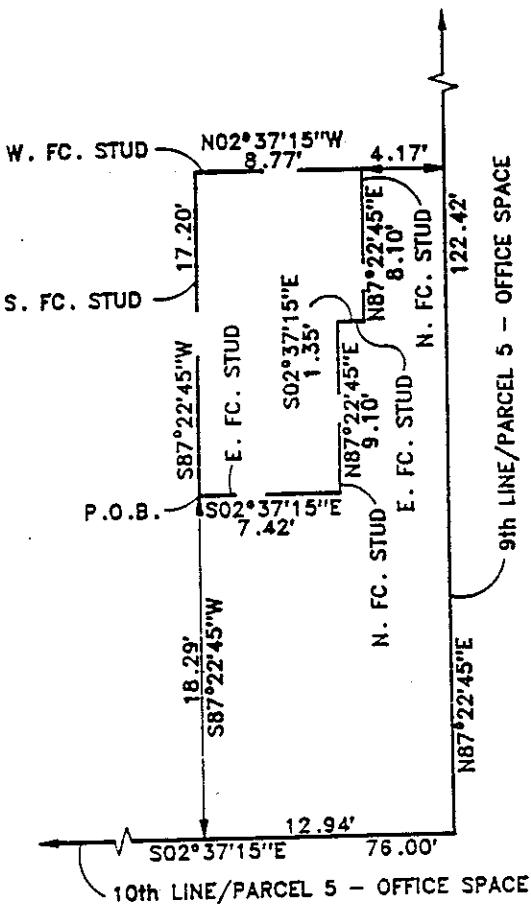
- (1) South 87°22'45" West 17.19 feet on the south face of a stud line;
- (2) North 02°37'15" West 8.75 feet on the west face of a stud line;
- (3) North 87°22'45" East 8.08 feet on the north face of a stud line;
- (4) South 02°37'15" East 1.39 feet on the east face of a stud line;
- (5) North 87°22'45" East 9.11 feet on the north face of a stud line;
- (6) South 02°37'15" East 7.36 feet on the east face of a stud line to the point of beginning.

COMMENCING at Elevation 53.63 ascending to Elevation 63.63 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 137.8 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 7E
CONDO PARKING GARAGE ELEVATOR LOBBY
SIXTH FLOOR



COMMENCING AT ELEVATION 63.63 ASCENDING
TO ELEVATION 73.63 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

138.6 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

SCALE: 1"=8'
DATE: 2-3-86
PROJECT NO.: 84-1301

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 7E

CONDO PARKING GARAGE ELEVATOR LOBBY/SIXTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 02°37'15" East 12.94 feet with said tenth line and South 87°22'45" West 18.29 feet perpendicular to said tenth line to said point of beginning; thence running over and across said Parcel 5 the following six (6) bearings and distances:

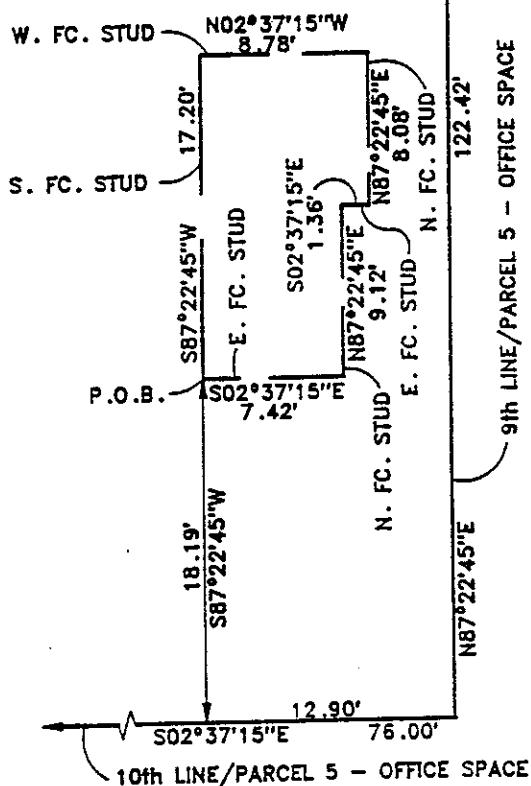
- (1) South 87°22'45" West 17.20 feet on the south face of a stud line;
- (2) North 02°37'15" West 8.77 feet on the west face of a stud line;
- (3) North 87°22'45" East 8.10 feet on the north face of a stud line;
- (4) South 02°37'15" East 1.35 feet on the east face of a stud line;
- (5) North 87°22'45" East 9.10 feet on the north face of a stud line;
- (6) South 02°37'15" East 7.42 feet on the east face of a stud line to the point of beginning.

COMMENCING at Elevation 63.63 ascending to Elevation 73.63 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 138.6 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 7F
 CONDO PARKING GARAGE ELEVATOR LOBBY
 SEVENTH FLOOR



COMMENCING AT ELEVATION 73.63 ASCENDING
 TO ELEVATION 84.625 WITH ALL ELEVATIONS
 REFERRED TO MEAN LOW WATER AS ADOPTED BY
 THE BALTIMORE SURVEY CONTROL SYSTEM.

138.6 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
 THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
 SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
 AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV

DONALD E. FINCH 4-7-86
 DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=8'

DATE: 2-3-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
 CONSULTING ENGINEERS - PLANNERS
 32 WEST ROAD, TOWSON, MARYLAND 21204
 (301) 823-8070

EASEMENT WITHIN PARCEL 5 OF
 AMENDED SUBDIVISION PLAT OF
 HARBOR COURT
 PARCEL NO. 1 AND NO. 2, LOT NO.
 INNER HARBOR PROJECT 1, LOT 1,
 BLOCK 876, SECTION 1, WARD 22,
 BALTIMORE, MARYLAND

EASEMENT NO. 7F

CONDO PARKING GARAGE ELEVATOR LOBBY/SEVENTH FLOOR

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the tenth line of Parcel 5 - Office Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 02°37'15" East 12.90 feet with said tenth line and South 87°22'45" West 18.19 feet perpendicular to said tenth line to said point of beginning; thence running over and across said Parcel 5 the following six (6) bearings and distances:

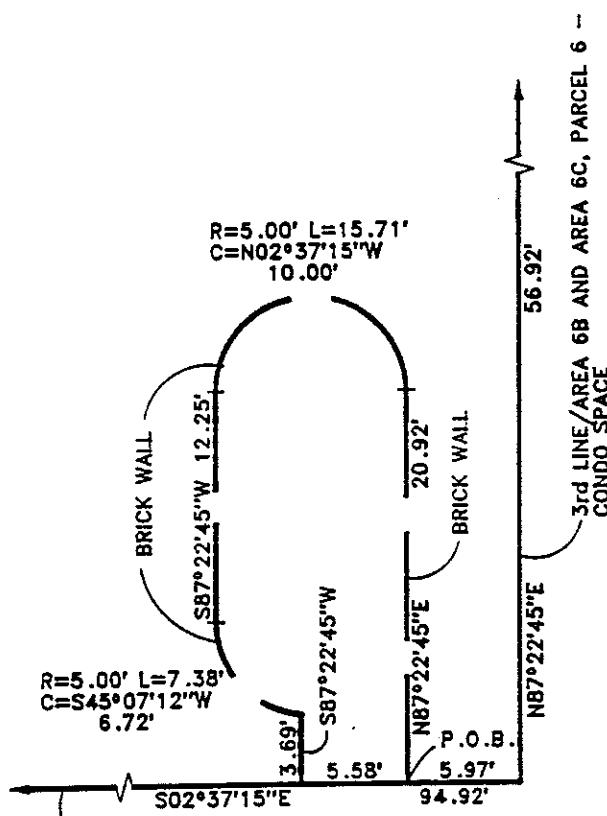
- (1) South 87°22'45" West 17.20 feet on the south face of a stud line;
- (2) North 02°37'15" West 8.78 feet on the west face of a stud line;
- (3) North 87°22'45" East 8.08 feet on the north face of a stud line;
- (4) South 02°37'15" East 1.36 feet on the east face of a stud line;
- (5) North 87°22'45" East 9.12 feet on the north face of a stud line;
- (6) South 02°37'15" East 7.42 feet on the east face of a stud line to the point of beginning.

COMMENCING at Elevation 73.63 ascending to Elevation 84.625 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 5 - Office Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 138.6 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 8
STAIR 12 FROM PARKING GARAGE



COMMENCING AT ELEVATION 10.00 ASCENDING
TO ELEVATION 97.83 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

226.7 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 2857

SCALE: 1"=8'
DATE: 2-3-86
PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 6 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 8

STAIR 12 FROM PARKING GARAGE

BEGINNING for the same at a point on the fourth line of Area 6B and Area 6C, Parcel 6 - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, located South 02°37'15" East 5.97 feet from the beginning thereof; continue thence

(1) South 02°37'15" East 5.58 feet on said fourth line, thence running over and across said Area 6B and Area 6C, on the face of a brick wall, the following five (5) bearing and distances:

(2) South 87°22'45" West 3.69 feet perpendicular to said fourth line; thence

(3) Southwesterly 7.38 feet on a curve to the right having a radius of 5.00 feet and whose long chord bears South 45°07'12" West for a distance of 6.72 feet; thence

(4) South 87°22'45" West 12.25 feet; thence

(5) Northweserly and Northeasterly 15.71 feet on a curve to the right having a radius of 5.00 feet and whose long chord bears North 02°37'15" West for a distance of 10.00 feet; thence

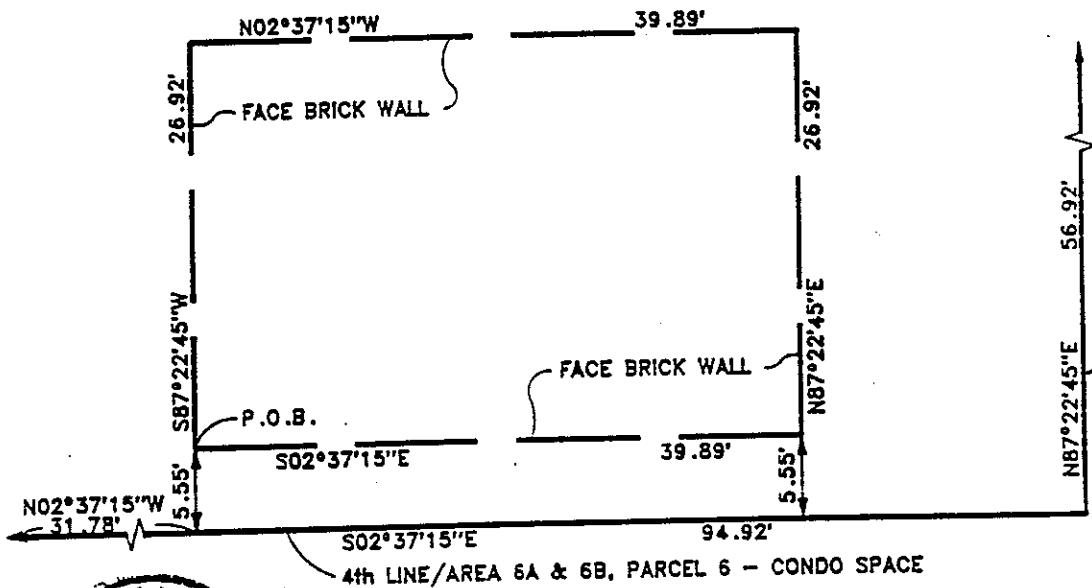
(6) North 87°22'45" East 20.92 feet to the point of beginning.

COMMENCING at Elevation 10.00 ascending to Elevation 97.83 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6B and Area 6C, Parcel 6 - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 226.7 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 8A
COOLING TOWER



1073.8 SQ. FEET

COMMENCING AT ELEVATION 1.00 ASCENDING
TO ELEVATION 35.00 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

SCALE: 1"=10'

DATE: 2-10-86

PROJECT NO.: 84-1301

Donald E. Finch 2-10-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 6 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

LIBER 0893 PAGE 519

EASEMENT NO. 8A

COOLING TOWER

BEGINNING for the same at a point located the following two (2) bearings and distances from the end of the fourth line of Area 6A and 6B, Parcel 6 - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 02°37'15" West 31.78 feet reversely on said fourth AND South 87°22'45" West 5.55 feet perpendicular to said fourth line to said point of beginning run thence on the face of a brick wall the following four (4) bearings and distances:

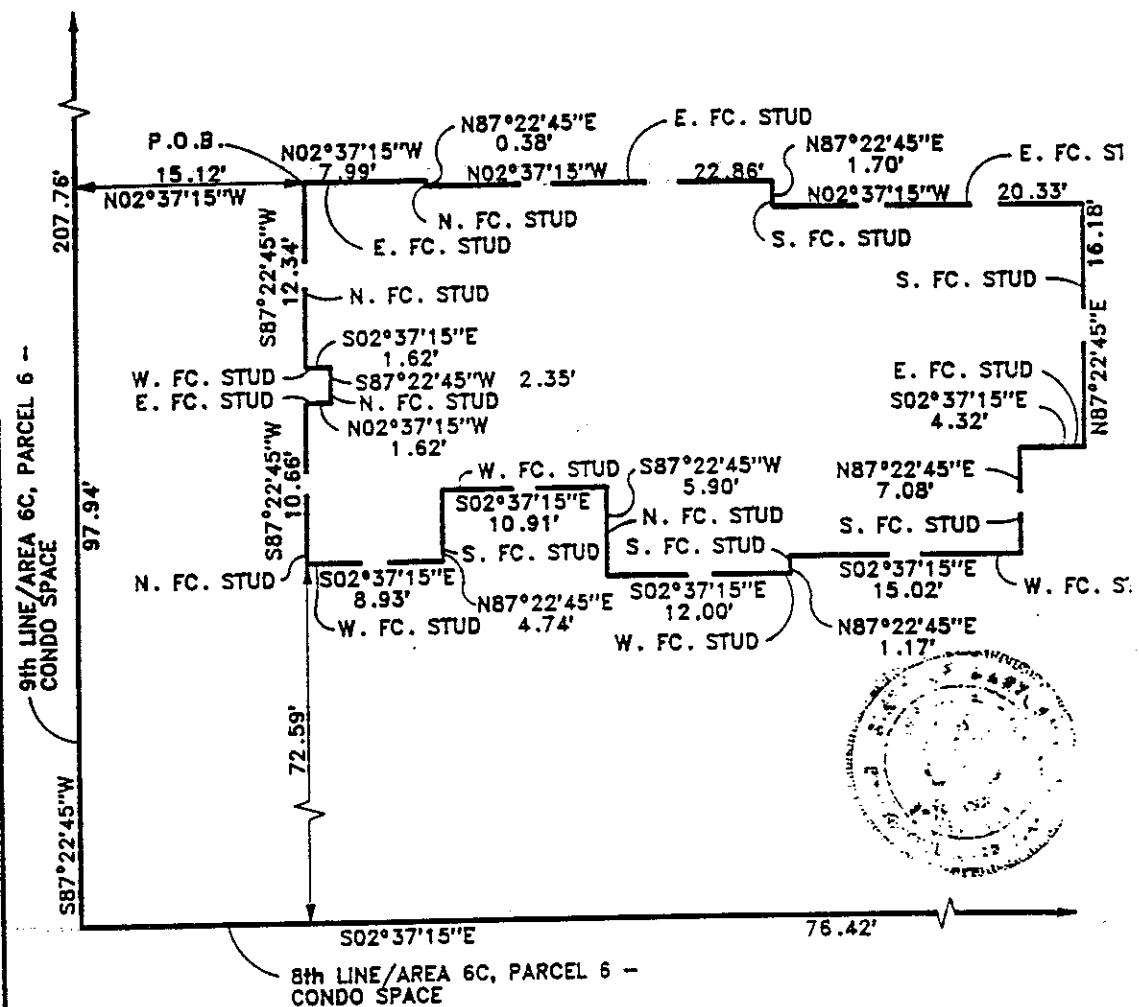
- (1) South 87°22'45" West 26.92 feet;
- (2) North 02°37'15" West 39.89 feet;
- (3) North 87°22'45" East 26.92 feet;
- (4) South 02°37'15" East 39.89 feet to the point of beginning

COMMENCING at Elevation 1.00 ascending to Elevation 35.00 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6A and 6B, Parcel 6 - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 1073.8 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 9
MECHANICAL ROOM



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 6 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 9

MECHANICAL ROOM

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the ninth line of Area 6C, Parcel 6 - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South $87^{\circ}22'45''$ West 97.94 feet with said ninth line and North $02^{\circ}37'15''$ West 15.12 feet perpendicular to said ninth line to said point of beginning; thence running over and across said Area 6C the following twenty (20) bearings and distances:

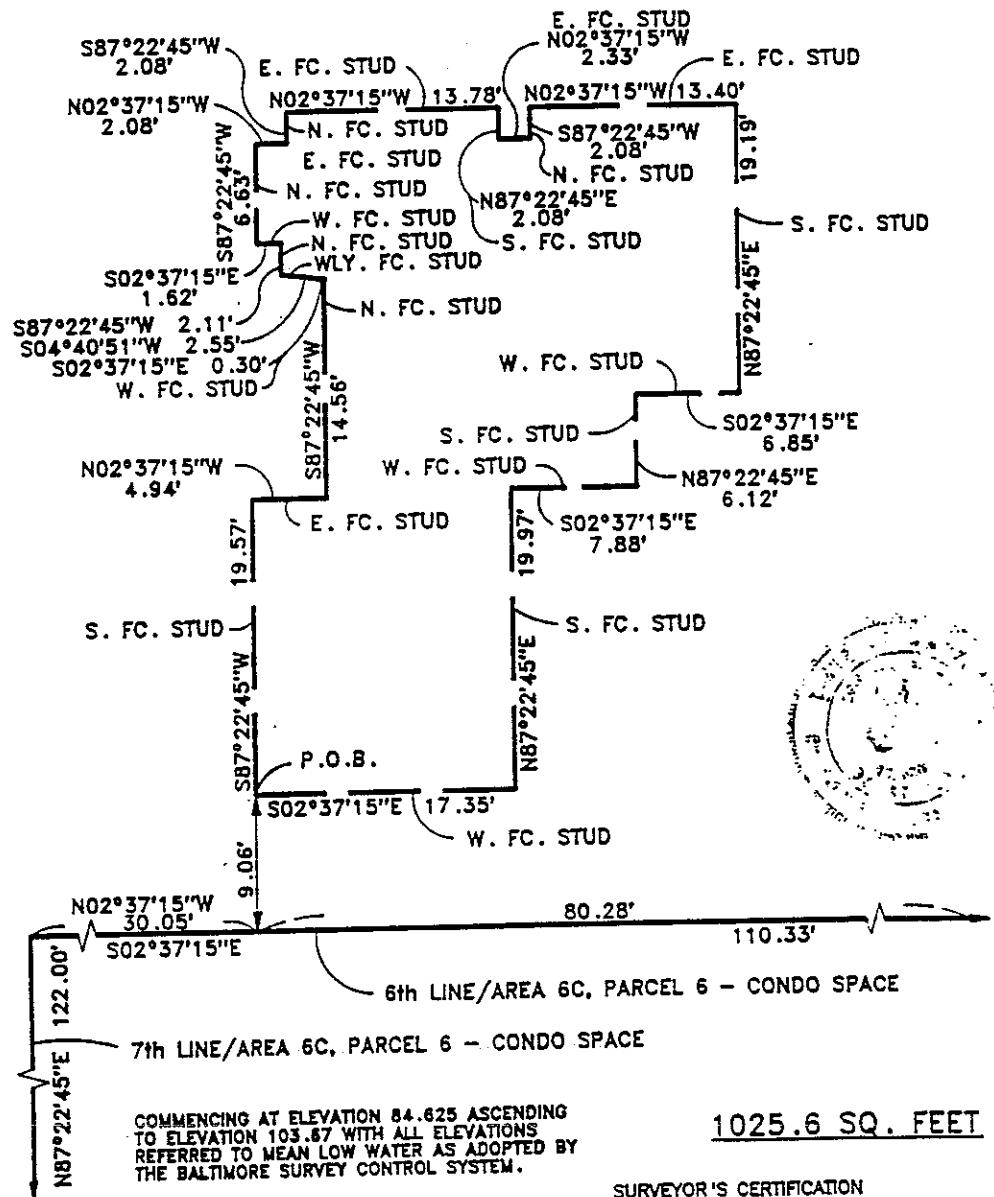
- (1) North $02^{\circ}37'15''$ West 7.99 feet on the east face of a stud line;
- (2) North $87^{\circ}22'45''$ East 0.38 feet on the north face of a stud line;
- (3) North $02^{\circ}37'15''$ West 22.86 feet on the east face of a stud line;
- (4) North $87^{\circ}22'45''$ East 1.70 feet on the south face of a stud line;
- (5) North $02^{\circ}37'15''$ West 20.33 feet on the east face of a stud line;
- (6) North $87^{\circ}22'45''$ East 16.18 feet on the south face of a stud line;
- (7) South $02^{\circ}37'15''$ East 4.32 feet on the east face of a stud line;
- (8) North $87^{\circ}22'45''$ East 7.08 feet on the south face of a stud line;
- (9) South $02^{\circ}37'15''$ East 15.02 feet on the west face of a stud line;
- (10) North $87^{\circ}22'45''$ East 1.17 feet on the south face of a stud line;
- (11) South $02^{\circ}37'15''$ East 12.00 feet on the west face of a stud line;
- (12) South $87^{\circ}22'45''$ West 5.90 feet on the north face of a stud line;
- (13) South $02^{\circ}37'15''$ East 10.91 feet on the west face of a stud line;
- (14) North $87^{\circ}22'45''$ East 4.74 feet on the south face of a stud line;
- (15) South $02^{\circ}37'15''$ East 8.93 feet on the west face of a stud line;
- (16) South $87^{\circ}22'45''$ West 10.66 feet on the north face of a stud line;
- (17) North $02^{\circ}37'15''$ West 1.62 feet on the east face of a stud line;
- (18) South $87^{\circ}22'45''$ West 2.35 feet on the north face of a stud line;
- (19) South $02^{\circ}37'15''$ East 1.62 feet on the west face of a stud line;
- (20) South $87^{\circ}22'45''$ West 12.34 feet on the north face of a stud line to the point of beginning.

COMMENCING at Elevation 84.625 ascending to Elevation 103.67 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C, Parcel 6 - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 1174.1 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 10
MECHANICAL ROOM



SCALE: 1"=10'

DATE: 2-5-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION
I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8557



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 6 OF AMENDED SUBDIVISION PLAT OF HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO. INNER HARBOR PROJECT 1, LOT 1, BLOCK 876, SECTION 1, WARD 22 BALTIMORE, MARYLAND

EASEMENT NO. 10

MECHANICAL ROOM

BEGINNING for the same at a point located the following two (2) bearings and distances from the end of the sixth line of Area 6C, Parcel 6 - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 02°37'15" West 30.05 feet reversly on said sixth line and South 87°22'45" West 9.06 feet perpendicular to said sixth line; thence running over and across said Area 6C the following twenty-one (21) bearings and distances:

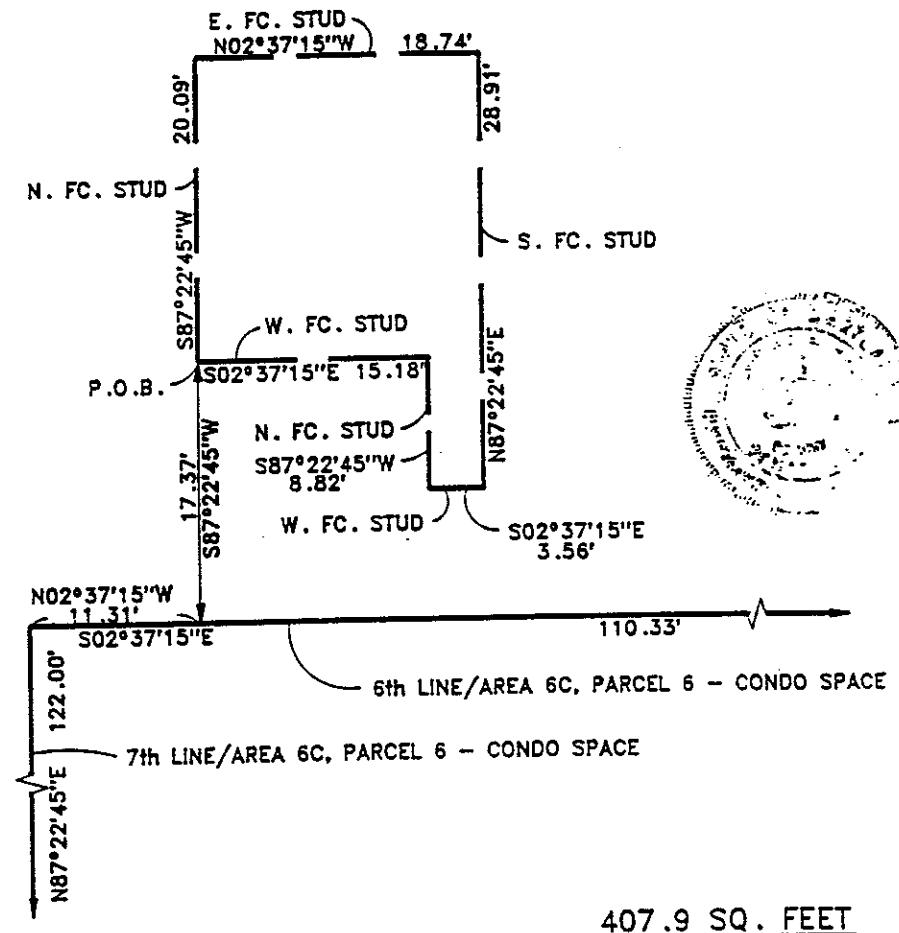
- (1) South 87°22'45" West 19.57 feet on the south face of a stud line;
- (2) North 02°37'15" West 4.94 feet on the east face of a stud line;
- (3) South 87°22'45" West 14.56 feet on the north face of a stud line;
- (4) South 02°37'15" East 0.30 feet on the west face of a stud line;
- (5) South 04°40'51" West 2.55 feet on the west face of a stud line;
- (6) South 87°22'45" West 2.11 feet on the north face of a stud line;
- (7) South 02°37'15" East 1.62 feet on the west face of a stud line;
- (8) South 87°22'45" West 6.63 feet on the north face of a stud line;
- (9) North 02°37'15" West 2.08 feet on the east face of a stud line;
- (10) South 87°22'45" West 2.08 feet on the north face of a stud line;
- (11) North 02°37'15" West 13.78 feet on the south face of a stud line;
- (12) North 87°22'45" East 2.08 feet on the east face of a stud line;
- (13) North 02°37'15" West 2.33 feet on the east face of a stud line;
- (14) South 87°22'45" West 2.08 feet on the north face of a stud line;
- (15) North 02°37'15" West 13.40 feet on the east face of a stud line;
- (16) North 87°22'45" East 19.19 feet on the south face of a stud line;
- (17) South 02°37'15" East 6.85 feet on the west face of a stud line;
- (18) North 87°22'45" East 6.12 Feet on the south face of a stud line;
- (19) South 02°37'15" East 7.88 feet on the west face of a stud line;
- (20) North 87°22'45" East 19.97 feet on the south face of a stud line;
- (21) South 02°37'15" East 17.35 feet on the west face of a stud line to the point of beginning.

COMMENCING at Elevation 84.625 ascending to Elevation 103.67 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C, Parcel 6 - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 1025.6 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 11
OFFICE ELEVATORS



COMMENCING AT ELEVATION 84.625 ASCENDING
TO ELEVATION 103.67 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SCALE: 1"=10'

DATE: 2-5-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 6 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 11

OFFICE ELEVATORS

BEGINNING for the same at a point located the following two (2) bearings and distances from the end of the sixth line of Area 6C, Parcel 6 - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 02°37'15" West 11.31 feet, reversely on said sixth line and South 87°22'45" West 17.37 feet, perpendicular to said line, to said point of beginning; thence running over and across said Parcel 6 the following six (6) bearings and distances:

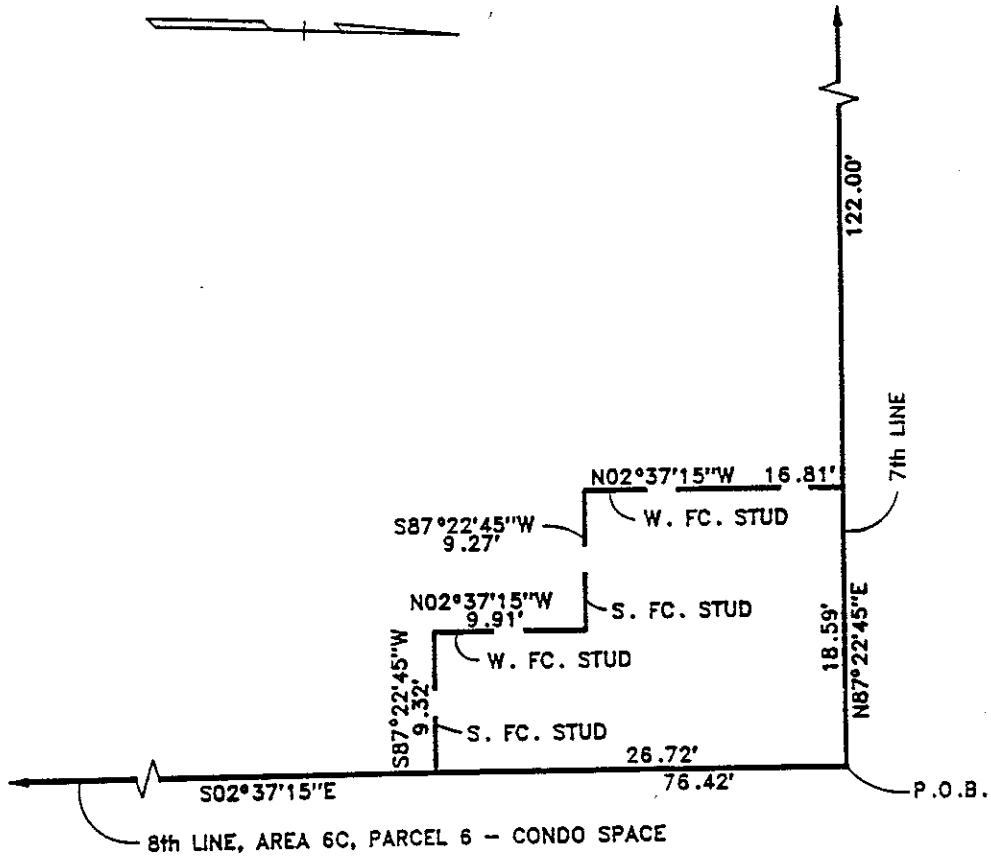
- (1) South 87°22'45" West 20.09 feet on the north face of a stud line;
- (2) North 02°37'15" West 18.74 feet on the east face of a stud line;
- (3) North 87°22'45" East 28.91 feet on the south face of a stud line;
- (4) South 02°37'15" East 3.56 feet on the west face of a stud line;
- (5) South 87°22'45" West 8.82 feet on the north face of a stud line;
- (6) South 02°37'15" East 15.18 feet on the west face of a stud line to the point of beginning.

COMMENCING at Elevation 84.625 ascending to Elevation 103.67 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C, Parcel 6 - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 407.9 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 12
ELEVATOR 15 AND 16 MACHINE ROOM



COMMENCING AT ELEVATION 84.625 ASCENDING
TO ELEVATION 94.24 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.



404.9 SQ. FEET

SCALE: 1"=10'

DATE: 3-2-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY

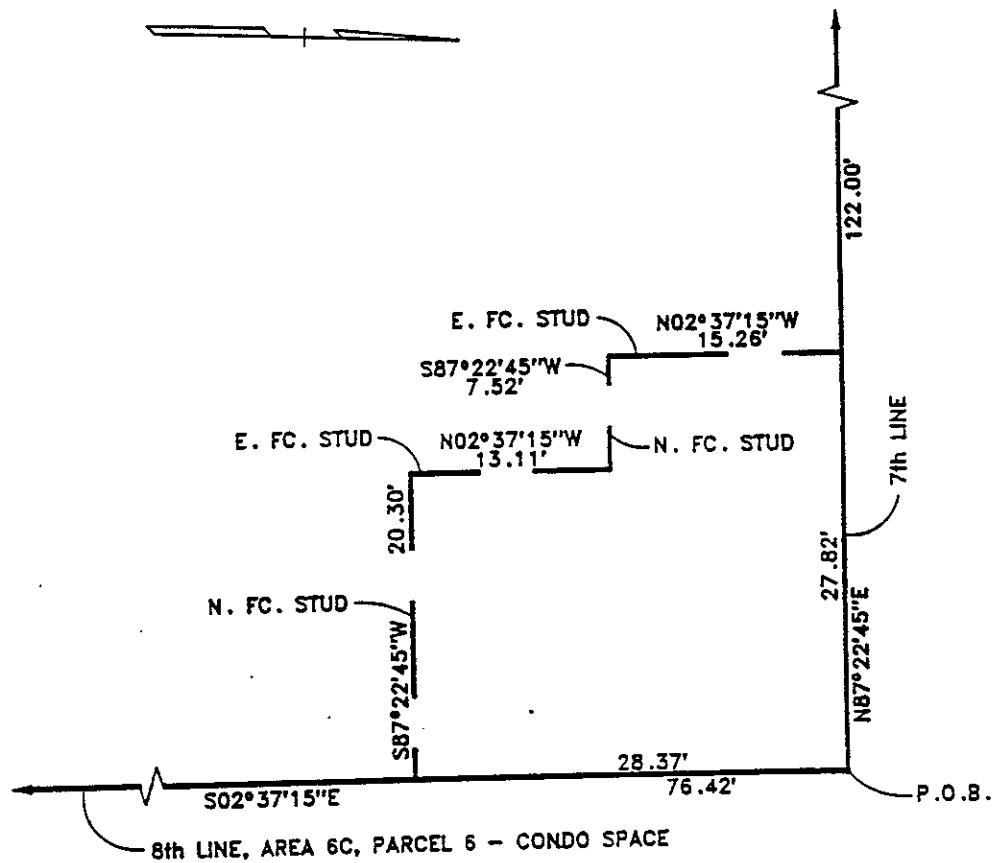
Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 6 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO. 2
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

PLAT OF SURVEY - EASEMENT NO. 12
ELEVATOR 15 AND 16 MACHINE ROOM



COMMENCING AT ELEVATION 94.24 ASCENDING
TO ELEVATION 103.87 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

2 OF 2

690.7 SQ. FEET

SCALE: 1"=10'

DATE: 3-2-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

DONALD E. FINCH 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 6 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 12

(1 of 2)

ELEVATOR 15 AND 16 MACHINE ROOM

BEGINNING for the same at the beginning of the eighth line of Area 6C, Parcel 6, Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; run thence

(1) South $02^{\circ}37'15''$ East 26.72 feet on a part of said eighth line; thence running over and across said Area 6C, the following four (4) bearings and distances:

- (2) South $87^{\circ}22'45''$ West 9.32 feet on the south face of a stud line;
- (3) North $02^{\circ}37'15''$ West 9.91 feet on the west face of a stud line;
- (4) South $87^{\circ}22'45''$ West 9.27 feet on the south face of a stud line;
- (5) North $02^{\circ}37'15''$ West 16.81 feet on the west face of a stud line to a point on the seventh line of said Area 6C located 18.59 feet from the end thereof; thence

(6) North $87^{\circ}22'45''$ East 18.59 feet to the point of beginning.

COMMENCING at Elevation 84.625 ascending to Elevation 94.24 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 6 - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 404.9 square feet more or less.

EASEMENT NO. 12

(2 of 2)

ELEVATOR 15 AND 16 MACHINE ROOM

BEGINNING for the same at the beginning of the eighth line of Area 6C, Parcel 6, Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; run thence

(1) South 02°37'15" East 28.37 feet on a part of said eighth line; thence running over and across said Area 6C, the following four (4) bearings and distances:

(2) South 87°22'45" West 20.30 feet on the north face of a stud line;

(3) North 02°37'15" West 13.11 feet on the east face of a stud line;

(4) South 87°22'45" West 7.52 feet on the north face of a stud line;

(5) North 02°37'15" West 15.26 feet on the east face of a stud line to a point on the seventh line of said Area 6C located 27.82 feet from the end thereof; thence

(6) North 87°22'45" East 27.82 feet to the point of beginning.

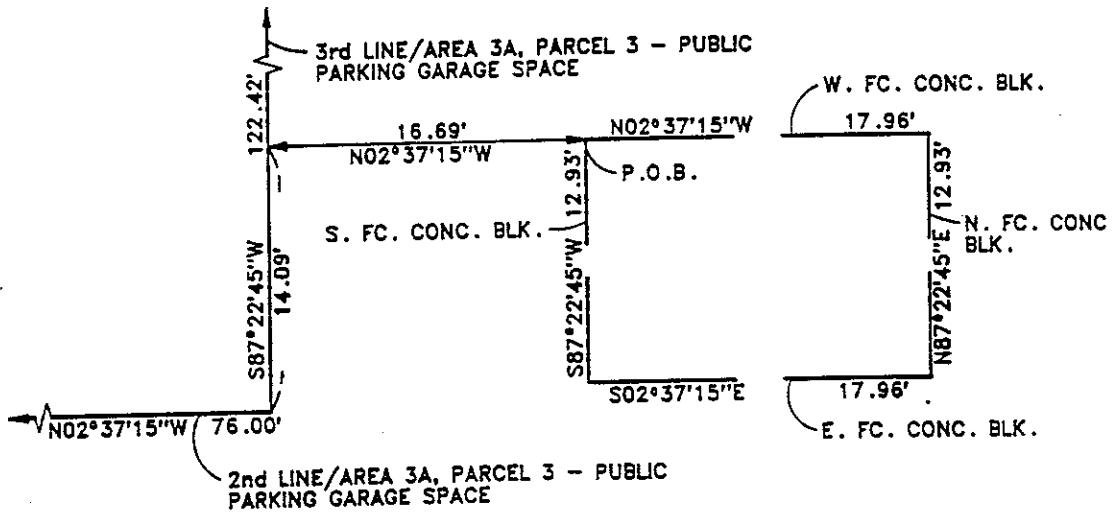
COMMENCING at Elevation 94.24 ascending to Elevation 103.67 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Parcel 6 - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 690.7 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 13
CONDO TRASH ROOM

COMMENCING AT ELEVATION 10.00 ASCENDING TO ELEVATION 22.87 ALONG THE SECOND OR N87°22'45"E 12.93 FEET LINE AND ASCENDING TO ELEVATION 23.25 ALONG THE FOURTH OR S87°22'45"W 12.93 FEET LINE, WITH ALL ELEVATIONS REFERRED TO MEAN LOW WATER AS ADOPTED BY THE BALTIMORE SURVEY CONTROL SYSTEM.
 EXCEPTING THEREFROM ALL STRUCTURAL ELEMENTS BELOW SAID TOP ELEVATIONS.



232.2 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR

SCALE: 1"=8'
 DATE: 1-28-86
 PROJECT NO.: 84-1301

Donald E. Finch 4-7-86
 DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
 CONSULTING ENGINEERS - PLANNERS
 32 WEST ROAD, TOWSON, MARYLAND 21204
 (301) 823-8070

EASEMENT WITHIN PARCEL 3 OF AMENDED SUBDIVISION PLAT OF
HARBOR COURT
 PARCEL NO. 1 AND NO. 2, LOT NO. INNER HARBOR PROJECT 1, LOT 1 BLOCK 876, SECTION 1, WARD 22 BALTIMORE, MARYLAND

EASEMENT NO. 13

CONDO TRASH ROOM

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the third line of Area 3A, Parcel 3 - Public Parking Garage Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 87°22'45" West 14.09 feet, on said third line and North 02°37'15" West 16.69 feet, perpendicular to said third line to said point of beginning; thence running over and across said Area 3A the following four (4) bearings and distances:

- (1) North 02°37'15" West 17.96 feet on the west face of a block wall;
- (2) North 87°22'45" East 12.93 feet on the north face of a block wall;
- (3) South 02°37'15" East 17.96 feet on the east face of a block wall;
- (4) South 87°22'45" West 12.93 feet on the south face of a block wall

to the point of beginning.

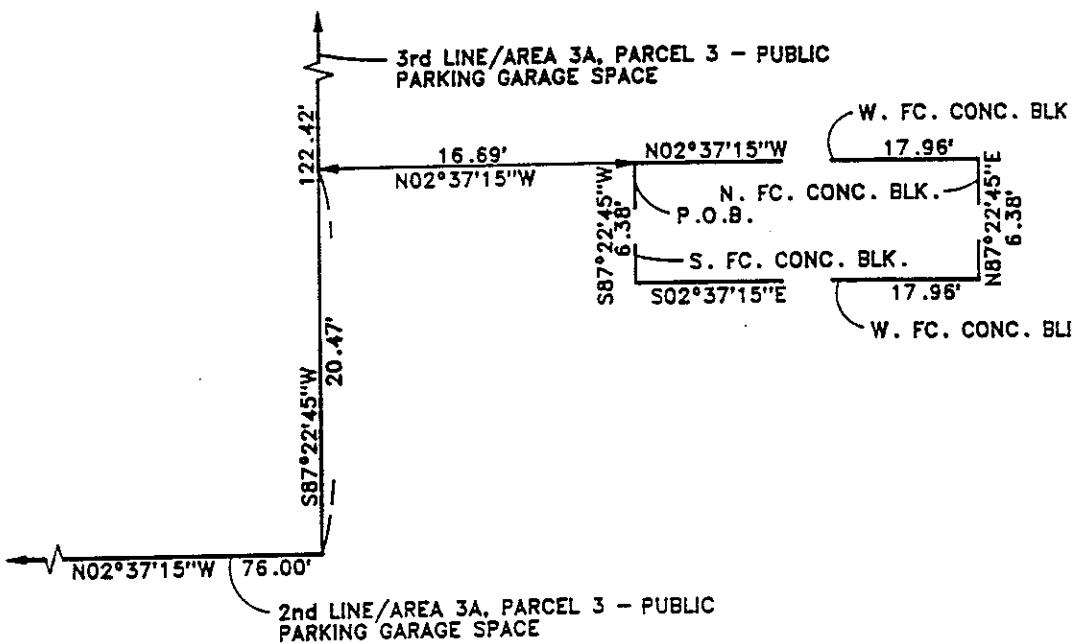
COMMENCING at Elevation 10.00 ascending to Elevation 22.87 along the second or North 87°22'45" East 12.93 feet line and ascending to Elevation 23.25 along the fourth or South 87°22'45" West 12.93 feet line, with all elevations referred to mean low water as adopted by the Baltimore Survey Control System - EXCEPTING therefrom all structural elements below said top elevations.

BEING a part of Area 3A, Parcel 3 - Public Parking Garage Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 232.2 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 14
OFFICE TRASH ROOM

COMMENCING AT ELEVATION 10.00 ASCENDING TO ELEVATION 22.87 ALONG THE SECOND OR N87°22'45"E 6.38 FEET LINE AND ASCENDING TO ELEVATION 23.25 ALONG THE FOURTH OR S87°22'45"W 6.38 FEET LINE, WITH ALL ELEVATIONS REFERRED TO MEAN LOW WATER AS ADOPTED BY THE BALTIMORE SURVEY CONTROL SYSTEM.
EXCEPTING THEREFROM ALL STRUCTURAL ELEMENTS BELOW SAID TOP ELEVATIONS.



114.6 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV

Donald E. Finch 4-7-BG
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=8'
DATE: 1-28-86
PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 3 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 14

OFFICE TRASH ROOM

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the third line of Area 3A, Parcel 3 - Public Parking Garage Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South 87°22'45" West 20.47 feet, on said third line and North 02°37'15" West 16.69 feet, perpendicular to said third line to said point of beginning; thence running over and across said Area 3A the following four (4) bearings and distances:

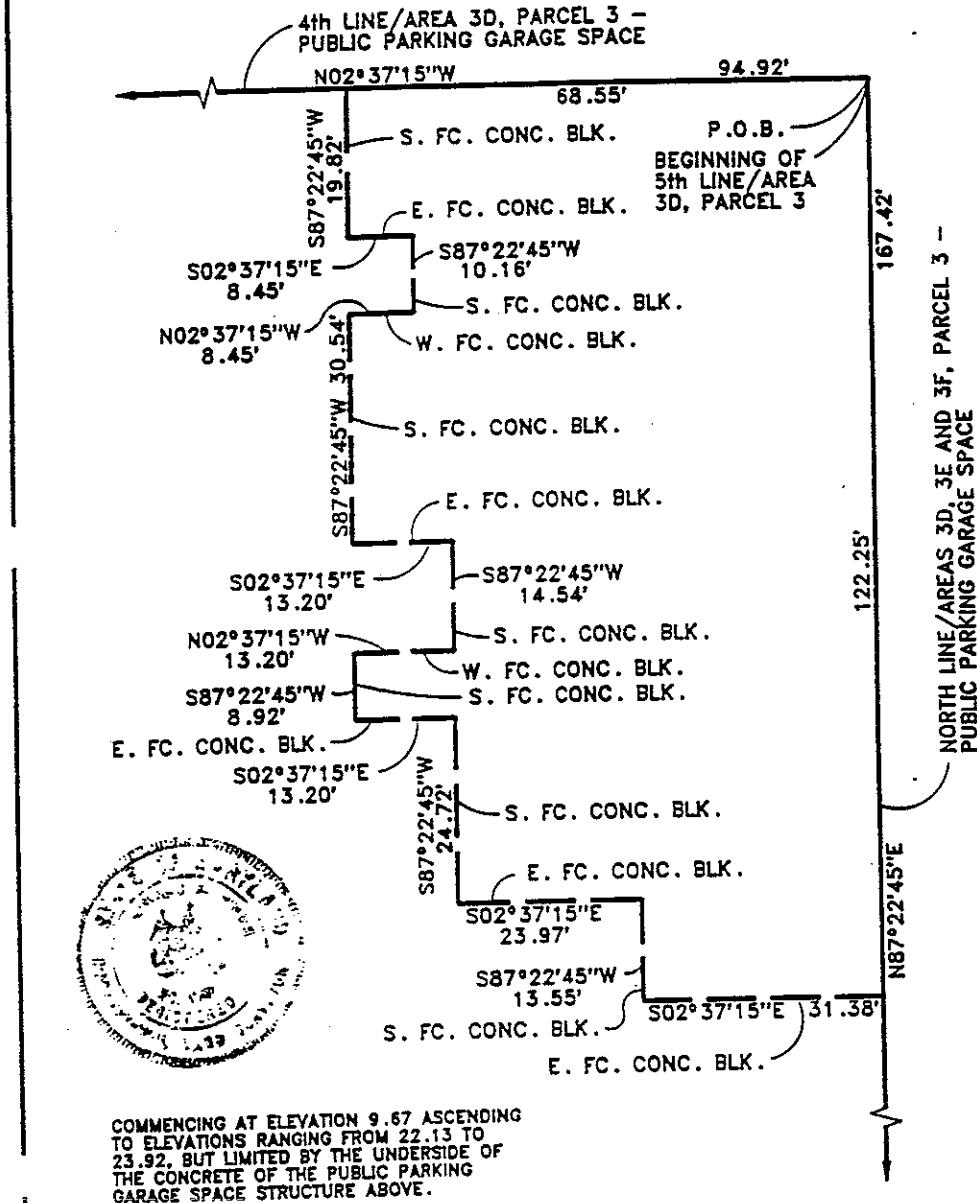
- (1) North 02°37'15" West 17.96 feet on the west face of a block wall;
- (2) North 87°22'45" East 6.38 feet on the north face of a block wall;
- (3) South 02°37'15" East 17.96 feet on the east face of a block wall;
- (4) South 87°22'45" West 6.38 feet on the south face of a block wall to the point of beginning.

COMMENCING at Elevation 10.00 ascending to Elevation 22.87 along the second or North 87°22'45" East 6.38 feet line and ascending to Elevation 23.25 along the fourth or South 87°22'45" West 6.38 feet line, with all elevations referred to mean low water as adopted by the Baltimore Survey Control System - EXCEPTING therefrom all structural elements below said top elevations.

BEING a part of Area 3A Parcel 3 - Public Parking Garage Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 114.6 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 15
CENTRAL PLANT



7272.5 SQ. FEET

SCALE: 1"=20'

DATE: 1-29-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURV.

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 3 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 15

CENTRAL PLANT

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the fifth line of Area 3D, Parcel 3 - Public Parking Garage Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, run thence with said fifth line and the third line of Area 3E and a part of the third line of Area 3F

(1) North 87°22'45" East 122.25 feet; thence running over and across said Areas 3D, 3E and 3F the following fourteen bearings and distances:

- (2) South 02°37'15" East 31.38 feet on the east face of a block wall;
- (3) South 87°22'45" West 13.55 feet on the south face of a block wall;
- (4) South 02°37'15" East 23.97 feet on the east face of a block wall;
- (5) South 87°22'45" West 24.72 feet on the south face of a block wall;
- (6) South 02°37'15" East 13.20 feet on the east face of a block wall;
- (7) South 87°22'45" West 8.92 feet on the south face of a block wall;
- (8) North 02°37'15" West 13.20 feet on the west face of a block wall;
- (9) South 87°22'45" West 14.54 feet on the south face of a block wall;
- (10) South 02°37'15" East 13.20 feet on the east face of a block wall;
- (11) South 87°22'45" West 30.54 feet on the south face of a block wall;
- (12) North 02°37'15" West 8.45 feet on the west face of a block wall;
- (13) South 87°22'45" West 10.16 feet on the south face of a block wall;
- (14) South 02°37'15" East 8.45 feet on the east face of a block wall;
- (15) South 87°22'45" West 19.82 feet on the south face of a block wall to a point on the fourth line of said Area 3D, Parcel 3 located 68.55 feet from the end thereof; thence

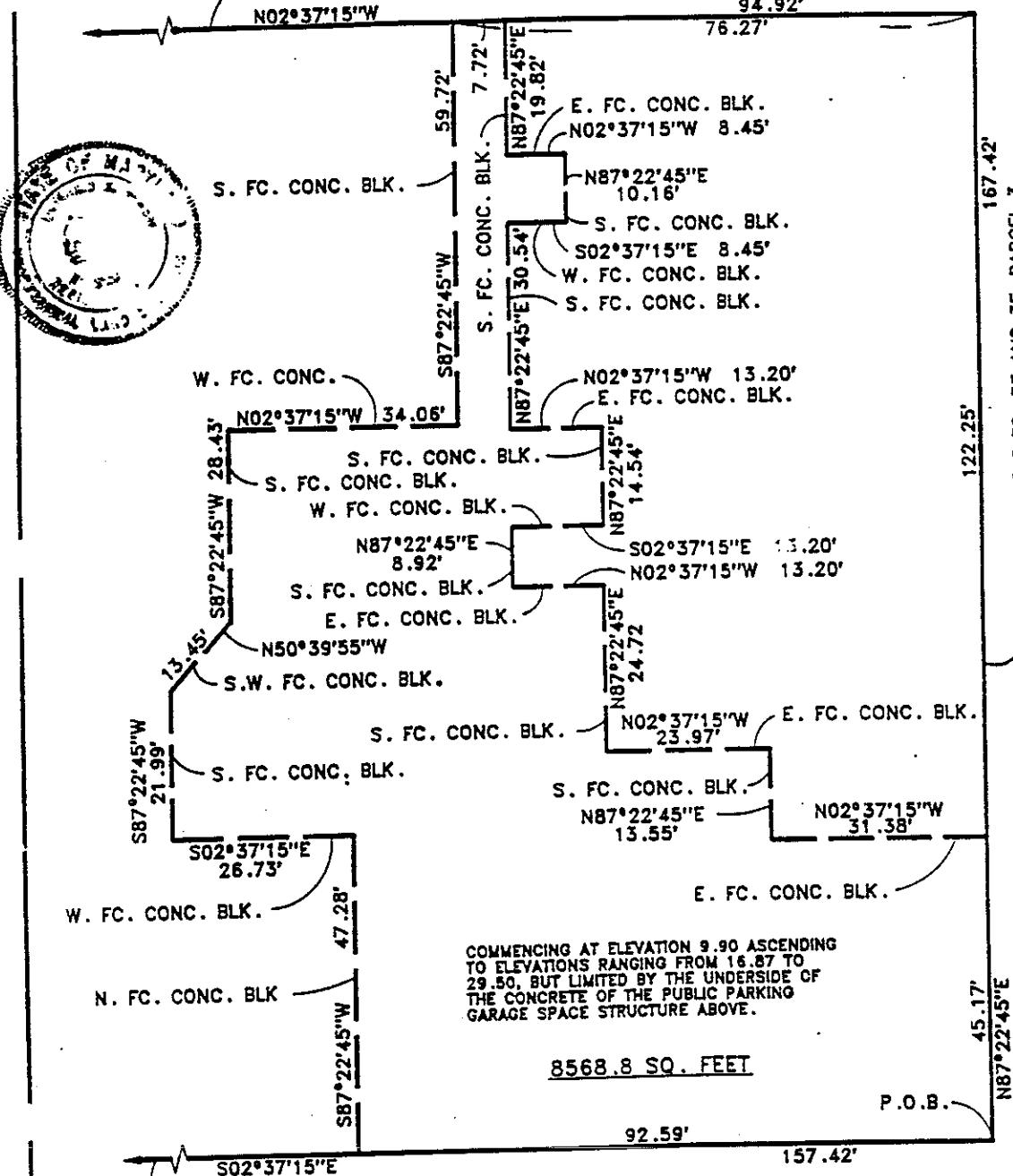
(16) North 02°37'15" West 68.55 feet on said fourth line to the point of beginning.

COMMENCING at Elevation 9.67 ascending to Elevations ranging from 22.13 to 23.92, but limited by the underside of the concrete of the Public Parking Garage Space structure above.

BEING a part of Areas 3B, 3D, 3E and 3F, Parcel 3 - Public Parking Garage Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 7272.5 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 16
HOTEL BACK OF HOUSE



SCALE: 1"=20'
DATE: 1-30-86
PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION
I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

DONALD E. FINCH 4-7-86

DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 3 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 16

HOTEL BACK OF HOUSE

BEGINNING for the same at the beginning of the fourth line of Area 3F, Parcel 3 - Public Parking Garage Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said fourth line

(1) South $02^{\circ}37'15''$ East 92.59 feet; thence running over and across said Parcel 3, the following seven (7) bearings and distances:

(2) South $87^{\circ}22'45''$ West 47.28 feet on the north face of a block wall;
(3) South $02^{\circ}37'15''$ East 26.73 feet on the west face of a block wall;
(4) South $87^{\circ}22'45''$ West 21.99 feet on the south face of a block wall;
(5) North $50^{\circ}39'55''$ West 13.45 feet on the southwest face of a block wall;

(6) South $87^{\circ}22'45''$ West 28.43 feet on the south face of a block wall;
(7) North $02^{\circ}37'15''$ West 34.06 feet on the west face of a concrete wall;

(8) South $87^{\circ}22'45''$ West 59.72 feet on the south face of a block wall to a point on the fourth line of Area 3D, Parcel 3, located 76.27 feet from the end thereof; run thence

(9) North $02^{\circ}37'15''$ West 7.72 feet on said fourth line; thence running over and across said Parcel 3 the following fourteen (14) bearings and distances:

(10) North $87^{\circ}22'45''$ East 19.82 feet on the south face of a block wall;
(11) North $02^{\circ}37'15''$ West 8.45 feet on the east face of a block wall;
(12) North $87^{\circ}22'45''$ East 10.16 feet on the south face of a block wall;
(13) South $02^{\circ}37'15''$ East 8.45 feet on the west face of a block wall;
(14) North $87^{\circ}22'45''$ East 30.54 feet on the south face of a block wall;
(15) North $02^{\circ}37'15''$ West 13.20 feet on the east face of a block wall;
(16) North $87^{\circ}22'45''$ East 14.54 feet on the south face of a block wall;
(17) South $02^{\circ}37'15''$ East 13.20 feet on the west face of a block wall;
(18) North $87^{\circ}22'45''$ East 8.92 feet on the south face of a block wall;
(19) North $02^{\circ}37'15''$ West 13.20 feet on the east face of a block wall;
(20) North $87^{\circ}22'45''$ East 24.72 feet on the south face of a block wall;
(21) North $02^{\circ}37'15''$ West 23.97 feet on the east face of a block wall;
(22) North $87^{\circ}22'45''$ East 13.55 feet on the south face of a block wall;

(23) North 02°37'15" West 31.38 feet on the east face of a block wall to a point on the north line of Area 3F, Parcel 3, located 45.17 feet from the end thereof; run thence

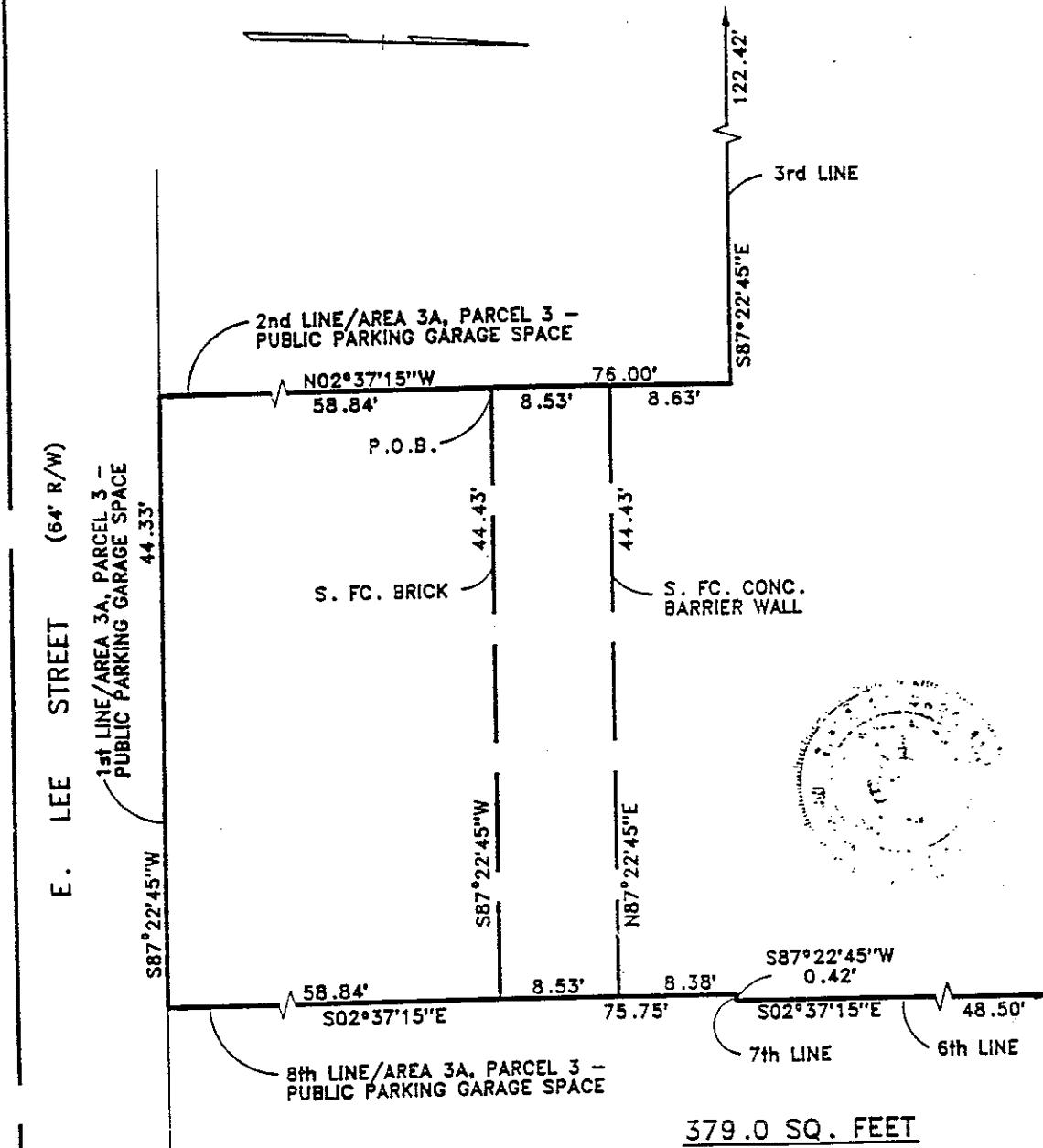
(24) North 87°22'45" East 45.17 feet on said north line to the point of beginning.

COMMENCING at Elevation 9.90 ascending to Elevations ranging from 16.87 to 29.50, but limited by the underside of the concrete of the Public Parking Garage Space structure above.

BEING a part of Areas 3B, 3D and 3F, Parcel 3 - Public Parking Garage Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 8568.8 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 17
PARKING SECOND FLOOR LEVEL PASSAGE



379.0 SQ. FEET

COMMENCING AT ELEVATION 23.60 ASCENDING
TO ELEVATION 33.10 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SCALE: 1"=10"

DATE: 2-4-86

PROJECT NO.: 84-1301

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 3 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 17

PARKING SECOND FLOOR LEVEL PASSAGE

BEGINNING for the same at a point on the second line of Area 3A, Parcel 3 - Public Parking Garage Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, located North 02°37'15" West 58.84 feet from the beginning thereof; continue thence

(1) North 02°37'15" West 8.53 feet on said second line; thence running over and across said Area 3A

(2) North 87°22'45" East 44.43 feet on the south face of a concrete barrier wall to a point on the eighth line of said Area 3A located 8.38 feet from the beginning thereof; thence

(3) South 02°37'15" East 8.53 feet on said eighth line; thence again running over and across said area

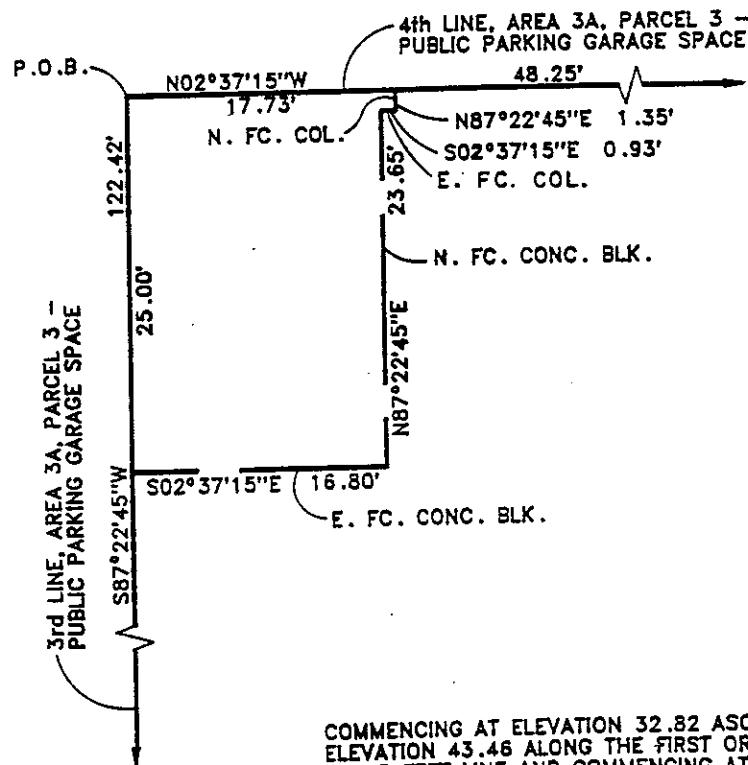
(4) South 87°22'45" West 44.43 feet to on the south face of a brick wall the point of beginning.

COMMENCING at Elevation 23.60 ascending to Elevation 33.10 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

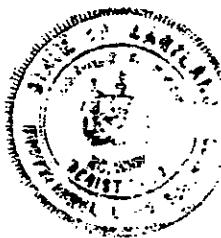
BEING a part of Area 3A, Parcel 3 - Public Parking Garage Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 379.0 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 18
PARKING THIRD FLOOR LEVEL OFFICE VESTIBULE



COMMENCING AT ELEVATION 32.82 ASCENDING TO ELEVATION 43.46 ALONG THE FIRST OR N02°37'15"W 17.73 FEET LINE AND COMMENCING AT ELEVATION 33.50 ASCENDING TO ELEVATION 43.26 ALONG THE FIFTH OR S02°37'15"E 16.80 FEET LINE, WITH ALL ELEVATIONS REFERRED TO MEAN LOW WATER AS ADOPTED BY THE BALTIMORE SURVEY CONTROL SYSTEM. EXCEPTING THEREFROM ALL STRUCTURAL ELEMENTS BELOW SAID TOP ELEVATIONS.



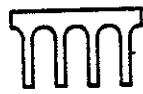
421.3 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR

Donald E. Finch 4-1-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'
DATE: 2-27-86
PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 3 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT
BLOCK 876, SECTION 1, WARD 2
BALTIMORE, MARYLAND

PARKING THIRD FLOOR LEVEL OFFICE VESTIBULE

BEGINNING for the same at the beginning of the fourth line of Area 3A, Parcel 3, Public Parking Garage Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; run thence

(1) North $02^{\circ}37'15''$ West 17.73 feet on a part of said fourth line; thence leaving said line and running over and across said Area 3A, the following four (4) bearings and distances:

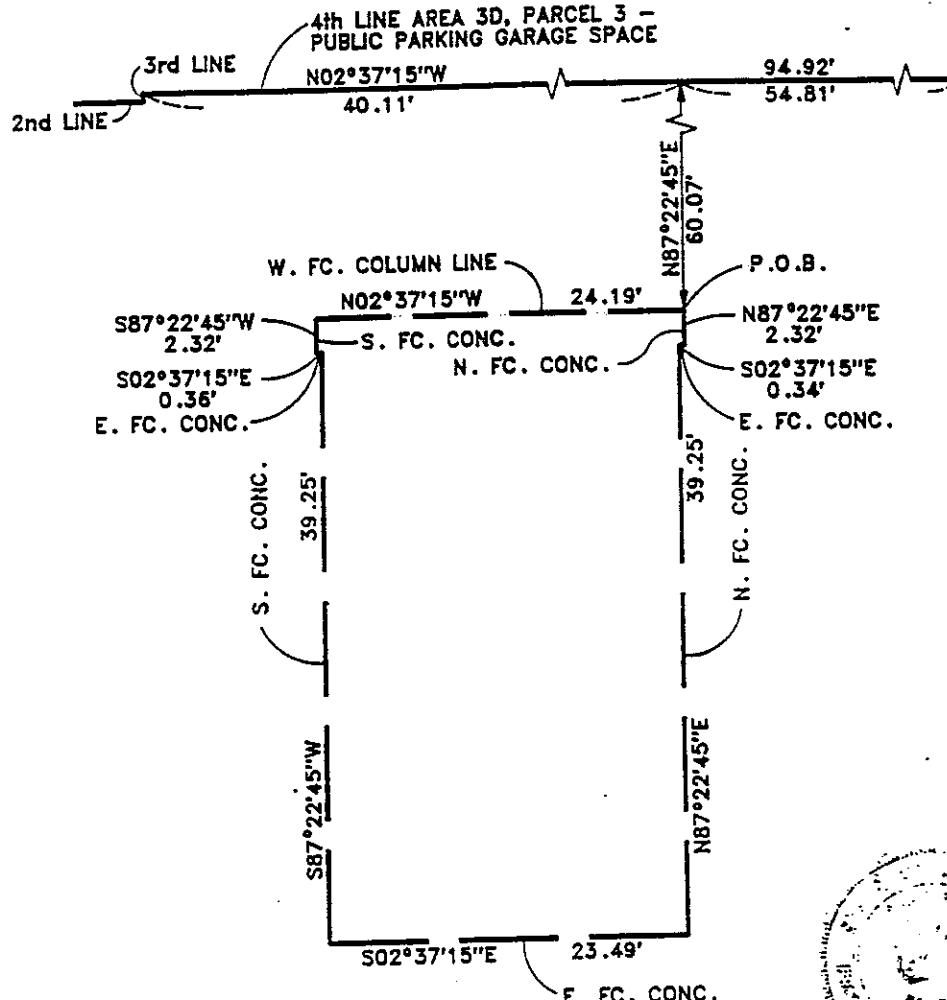
- (2) North $87^{\circ}22'45''$ East 1.35 feet on the north face of a column;
- (3) South $02^{\circ}37'15''$ East 0.93 feet on the east face of a column;
- (4) North $87^{\circ}22'45''$ East 23.65 feet on the north face of a block wall;
- (5) South $02^{\circ}37'15''$ East 16.80 feet on the east face of a block wall to a point on the third line of said Area 3A located 25.00 feet from the end thereof; thence
- (6) South $87^{\circ}22'45''$ West 25.00 feet on said third line to the point of beginning.

COMMENCING at Elevation 32.82 ascending to Elevation 43.46 along the first or North $02^{\circ}37'15''$ West 17.73 feet line and commencing at Elevation 33.50 ascending to Elevation 43.26 along the third or South $02^{\circ}37'15''$ East 16.80 feet line, with all elevations referred to mean low water as adopted by the Baltimore Survey Control System. EXCEPTING therefrom all structural elements below said top elevations.

BEING a part of Parcel 3 - Public Parking Garage Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 421.3 square feet more or less.

PLAT OF SURVEY - E. EMENT NO. 19
PARKING SEVENTH FLOOR LEVEL



COMMENCING AT ELEVATION 78.77 ASCENDING
TO ELEVATION 84.00 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

978.1 SQ. FEET

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'

DATE: 4-7-86

PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 3 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 19
PARKING SEVENTH FLOOR LEVEL

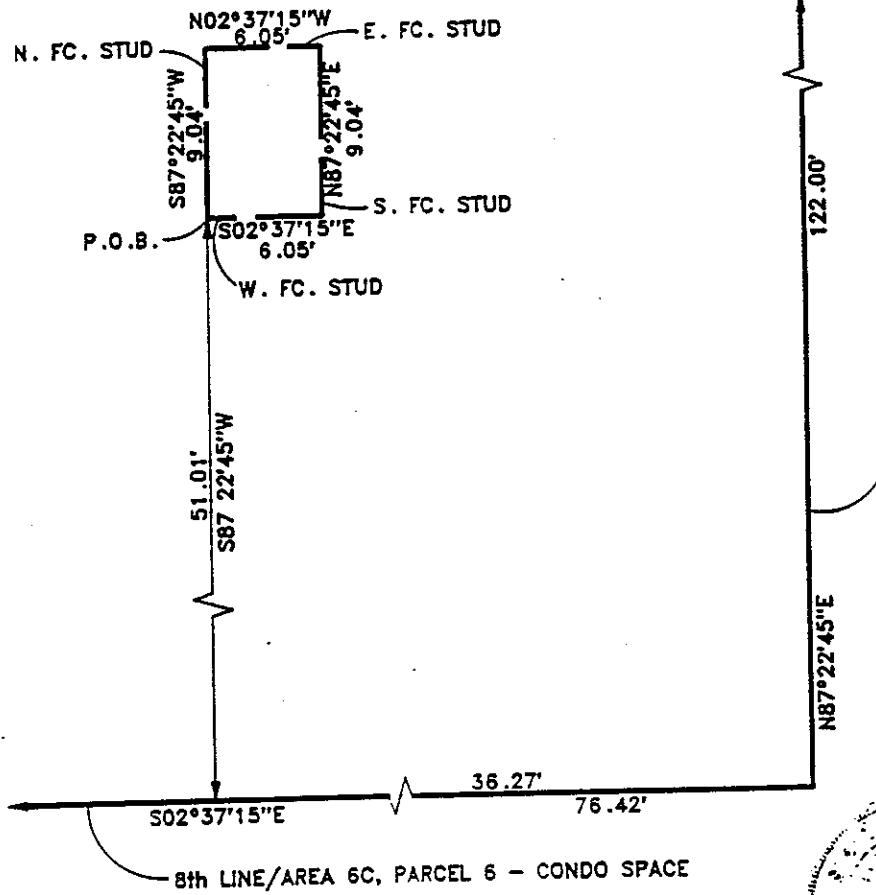
BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the fourth line of Area 3D, Parcel 3 - Public Parking Garage Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, North 02°37' 15" West 40.11 feet with said fourth line and North 87°22'45" East 60.07 feet perpendicular to said fourth line to said point of beginning; thence running over and across said Parcel 3 the following eight (8) bearings and distances:

- (1) North 87°22'45" East 2.32 feet on the north face of concrete;
- (2) South 02°37'15" East 0.34 feet on the east face of concrete;
- (3) North 87°22'45" East 39.25 feet on the north face of concrete;
- (4) South 02°37'15" East 23.49 feet on the east face of concrete;
- (5) South 87°22'45" West 39.25 feet on the south face of concrete;
- (6) South 02°37'15" East 0.36 feet on the east face of concrete;
- (7) South 87°22'45" West 2.32 feet on the south face of concrete;
- (8) North 02°37'15" West 24.19 feet on the west face of column line to the point of beginning.

COMMENCING at Elevation 78.77 ascending to Elevation 84.00 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.
BEING a part of Parcel 3, Public Parking Garage Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 978.1 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 20
TWENTY-FIFTH FLOOR ELECTRICAL ROOM



54.7 SQ. FEET

COMMENCING AT ELEVATION 307.67 ASCENDING
TO ELEVATION 319.00 WITH ALL ELEVATIONS
REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SUR-

SCALE: 1"=8'
DATE: 2-26-86
PROJECT NO.: 84-1301

Donald E. Finch 4-7-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 6 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO.
INNER HARBOR PROJECT 1, LOT 1
BLOCK 876, SECTION 1, WARD 22
BALTIMORE, MARYLAND

EASEMENT NO. 20

TWENTY-FIFTH FLOOR ELECTRICAL ROOM

BEGINNING for the same at a point located the following two (2) bearings and distances from the beginning of the eighth line of Area 6C, Parcel 6 - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067, South $02^{\circ}37'15''$ East 36.27 feet on a part of said eighth line and South $87^{\circ}22'45''$ West 51.01 feet perpendicular to said eighth line to said point of beginning; thence running over and across said Area 6C the following four (4) bearings and distances:

- (1) South $87^{\circ}22'45''$ West 9.04 feet on the north face of a stud line;
- (2) North $02^{\circ}37'15''$ West 6.05 feet on the east face of a stud line;
- (3) North $87^{\circ}22'45''$ East 9.04 feet on the south face of a stud line;
- (4) South $02^{\circ}37'15''$ East 6.05 feet on the west face of a stud line to the point of beginning.

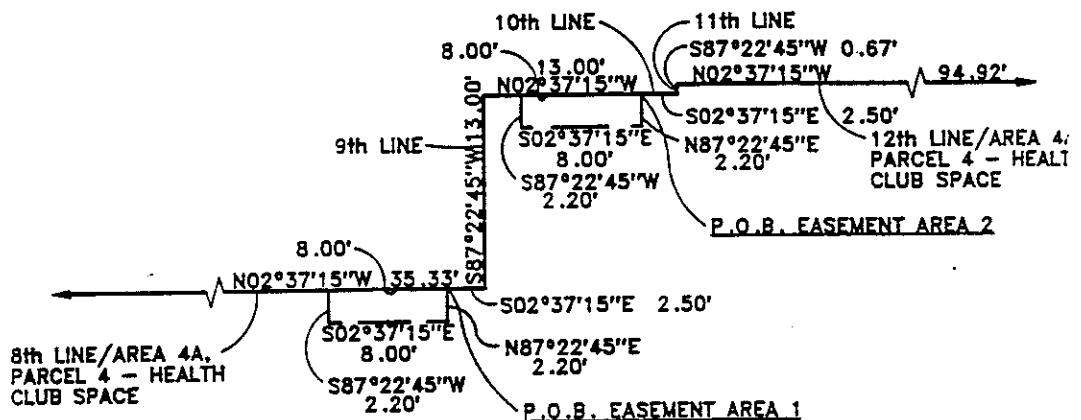
COMMENCING at Elevation 307.67 ascending to Elevation 319.00 with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C, Parcel 6 - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 54.7 square feet more or less.

PLAT OF SURVEY - EASEMENT NO. 21
HEALTH CLUB - WINDOW PROJECTIONS

Liber 1067 page 407



COMMENCING AT ELEVATION 84.00 ASCENDING TO ELEVATION 348.00
WITH ALL ELEVATIONS REFERRED TO MEAN LOW WATER AS ADOPTED BY
THE BALTIMORE SURVEY CONTROL SYSTEM.



17.6 SQUARE FEET IN EACH EASEMENT AREA

SURVEYOR'S CERTIFICATION

I, DONALD E. FINCH, A REGISTERED LAND SURVEYOR IN
THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE LANDS DESCRIBED HEREON AND THAT THE PLAT
AS SHOWN ABOVE IS A CORRECT REPRESENTATION OF SAID SURVEY

Donald E. Finch 10-21-86
DONALD E. FINCH, REGISTERED LAND SURVEYOR NO. 8657

SCALE: 1"=10'
DATE: 10-20-86
PROJECT NO.: 84-1301



CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS - PLANNERS
32 WEST ROAD, TOWSON, MARYLAND 21204
(301) 823-8070

EASEMENT WITHIN PARCEL 4 OF
AMENDED SUBDIVISION PLAT OF
HARBOR COURT
PARCEL NO. 1 AND NO. 2, LOT NO. 1
INNER HARBOR PROJECT 1, LOT 1,
BLOCK 876, SECTION 1, WARD 22,
BALTIMORE, MARYLAND

EASEMENT NO. 21

HEALTH CLUB - WINDOW PROJECTIONS

BEGINNING for easement Area 1 at a point located South 02°37'15" East 2.50 feet, reversely from the end of the eighth line of Area 4A, Parcel 4 - Health Club Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running over and across said Area 4A the following three (3) bearings and distances:

- (1) North 87°22'45" East 2.20 feet;
- (2) South 02°37'15" East 8.00 feet; and

(3) South 87°22'45" West 2.20 feet to a point on the aforementioned eighth line of Area 4A; thence running with said eighth line

- (4) North 02°37'15" West 8.00 feet to the point of beginning.

COMMENCING at Elevation 84.00 ascending to Elevation 348.00 feet with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

CONTAINING 17.6 square feet.

BEGINNING for Easement Area 2 at a point located South 02°37'15" East 2.50 feet, reversely from the end of the tenth line of Area 4A, Parcel 4 - Health Club Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running over and across said Area 4A the following three (3) bearings and distances:

- (1) North 87°22'45" East 2.20 feet;
- (2) South 02°37'15" East 8.00 feet; and

(3) South 87°22'45" West 2.20 feet to a point on the aforementioned tenth line of Area 4A; thence running with said tenth line

- (4) North 02°37'15" West 8.00 feet to the point of beginning.

COMMENCING at Elevation 84.00 feet ascending to Elevation 348.00 feet with all elevations referred to mean low water as adopted by the Baltimore Survey Control System.

CONTAINING 17.6 square feet.

BEING a part of Parcel 4 - Health Club Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

FIRST AMENDMENT TO THE DECLARATION FOR
THE TOWERS AT HARBOR COURT CONDOMINIUM
BALTIMORE, MARYLAND

THIS FIRST AMENDMENT TO THE DECLARATION (herein this "Amendment"), made as of the 19th day of October, 1987 by Harbor Court Associates, a Maryland partnership, its successors and assigns (hereinafter referred to as the "Developer").

WHEREAS, Developer has previously executed a Declaration entitled "Declaration for The Towers at Harbor Court Condominium", which was recorded among the Land Records of Baltimore City, Maryland, in Liber S.E.B. No. 1099, Folio 38, et seq., (the "Declaration"), together with a Condominium Plat, entitled "Plat of Condominium Subdivision for the Towers at Harbor Court Condominium, Phase 1" with respect to the buildings constructed in Phase 1 of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Baltimore City in Condominium Plat Record S.E.B. No. 184;

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of one additional portion of the building in Phase 2 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and air space and said portion of the building contained in Phase 2 to the Condominium Regime established pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime.

The Developer desires to and does hereby submit to the Regime established under the Declaration the land, air space, and improvements located in the City of Baltimore, Maryland, described in "Exhibit 1" attached hereto and made a part hereof, and being designated as "Phase 2" on that certain plat entitled "Supplemental Plat of Condominium Subdivision for The Towers at Harbor Court Condominium, Phase 2", and recorded among the Land Records of Baltimore City, Maryland, contemporaneously, with this Amendment (the "Supplemental Condominium Plat"), together with a portion of the building constructed thereon containing sixty (60) Condominium Units and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereafter referred to as the "Phase 2 property");

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Amendment, the "Phase 2 property" submitted hereby and the "Phase 1 property" previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on said unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 of the Declaration and applicable as therein provided to the Regime, after the addition of the Phase submitted hereby.

The Percentage Interests in the Common Elements and the Common Expenses and Profits of each Condominium Unit in the Regime are as set forth in "Exhibit 2" attached hereto and made a part hereof. These interests are the same interests as set forth in the Declaration as described hereinafter.

As provided in Paragraph 6 of the Declaration, the Percentage Interest in the Common Expenses and Common Profits and the Percentage Interest in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1 and 2 following the recordation of this Amendment shall be as stated in Exhibit 2 of the Declaration. Such Percentage Interests as established pursuant to said Paragraph 6 of the Declaration and confirmed hereby shall determine the Percentage Interest of each Unit Owner from time to time in the Common Elements, the Common Expenses and the Common Profits of the Condominium as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 2 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 12 of the Declaration.

3. Definitions.

All terms used herein shall have the meanings specified in the Declaration.

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

WITNESS:

HARBOR COURT ASSOCIATES,
a general partnership

By: MURDOCK DEVELOPMENT CORPORATION,
Managing General Partner

By: Lilymae Lentz (SEAL)
Senior Vice President

STATE OF CALIFORNIA

)
)SS.

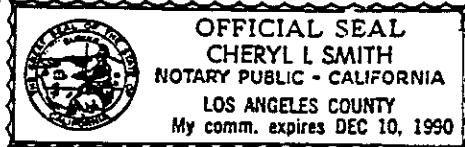
County of Los Angeles

)

On this the 12th day of OCTOBER, 1987, before me, Cheryl Smith, the undersigned Notary Public in and for said State, personally appeared Lily Mae Penton, Senior Vice President of Murdock Development Corporation which in turn is a general partner of Harbor Court Associates, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the partnership and of the corporation acting in its capacity as its general partner and that she, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.

(SEAL)



Cheryl Smith

Those portions of Area 6C of Parcel 6, as shown on the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder SEB No. 3067, known as Area 6C-1 (South Tower) and Area 6C-2 (South Tower) and more particularly described as follows:

Area 6C-1 (South Tower) of Area 6C: BEGINNING for the same at the beginning of the first line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder SEB No. 3067; thence running with a part of said first line

(1) North $03^{\circ}18'00''$ West 105.92 feet; thence for a new line of division the five (5) following bearings and distances:

(2) North $87^{\circ}22'45''$ East 41.63 feet on the south face of a brick wall and said wall extended westerly;

(3) North $02^{\circ}37'15''$ West 2.41 feet on the centerline of a stud wall;

(4) North $87^{\circ}22'45''$ East 17.97 feet on the centerline of a stud wall;

(5) South $02^{\circ}37'15''$ East 1.02 feet on the centerline of a stud wall and;

(6) North $87^{\circ}22'45''$ East 27.42 feet on the centerline of a stud wall to intersect the sixth line of said Area; thence

(7) South $02^{\circ}37'15''$ East 30.88 feet running with a part of said sixth line; thence

(8) North $87^{\circ}22'45''$ East 25.50 feet running with a part of the seventh line of said Area; thence for a new line of division the following five (5) bearings and distances:

(9) South $02^{\circ}37'15''$ East 26.31 feet on the centerline of a stud wall;

(10) South $87^{\circ}22'45''$ West 6.39 feet on the centerline of a stud wall and the south side of a chase;

(11) South $02^{\circ}37'15''$ East 2.12 feet on the centerline of a stud wall;

(12) South $87^{\circ}22'45''$ West 7.61 feet on the centerline of a stud wall; and

(13) South $02^{\circ}37'15''$ East 47.99 feet, on the centerline of a stud wall and said line extended southerly to intersect the ninth line of said parcel; thence running with a part of said ninth line

(14) South $87^{\circ}22'45''$ West 97.26 feet to the point of beginning;

COMMENCING for said Area 6C-1 at Elevation 84.625 ascending to Elevation 319.00 with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System;

"Exhibit 1"

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

(containing 10,494.1 square feet more or less)

Area 6C-2 (South Tower) of Area 6C: BEGINNING for the same at the beginning of the first line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder SEB No. 3067; thence running with said first line

- (1) North $03^{\circ}18'00''$ West 121.97 feet;
- (2) North $07^{\circ}53'08''$ East 16.73 feet running with a part of the second line of said Area; thence for a new line of division the three (3) following bearings and distances:
 - (3) North $87^{\circ}22'45''$ East 28.73 feet on the south face of a brick wall and said line extended westerly;
 - (4) North $02^{\circ}37'15''$ West 0.61 feet; and
 - (5) North $87^{\circ}22'45''$ East 55.43 feet on the centerline of a stud wall to intersect the sixth line of said area; thence
 - (6) South $02^{\circ}37'15''$ East 62.60 feet running with a part of said line; thence
- (7) North $87^{\circ}22'45''$ East 38.47 feet running with a part of the seventh line of said Area; thence for a new line of division the five (5) following bearings and distances:
 - (8) South $02^{\circ}37'15''$ East 23.07 feet on the centerline of a stud wall;
 - (9) South $87^{\circ}22'45''$ West 14.93 feet on the centerline of a stud wall;
 - (10) South $02^{\circ}37'15''$ East 31.75 feet on the centerline of a stud wall;
 - (11) South $87^{\circ}22'45''$ West 0.38 feet to the west face of a brick wall, and
 - (12) South $02^{\circ}37'15''$ East 21.60 feet along said wall and said wall extended southerly to intersect the ninth line of said Area; thence
- (13) South $87^{\circ}22'45''$ West 108.92 feet running with part of said line to the point of beginning;

COMMENCING for said Area 6C-2 at Elevation 319.00 ascending to unlimited height with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System;

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

(containing 14,125.9 square feet more or less)

TOGETHER WITH AND SUBJECT TO the benefits and burdens of: Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 4-9-86, made by Harbor Court Associates, recorded 6-6-86 in Liber SEB No. 893, folio 406; First Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 7-24-86, made by Harbor Court Associates, recorded 8-14-86 in Liber SEB No. 958, folio 162; Second Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 9-19-86, made by Harbor Court Associates, recorded 10-14-86 in Liber SEB No. 1031, folio 281; Third Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 10-30-86, made by Harbor Court Associates, recorded 11-13-86 in Liber SEB No. 1067, folio 402; Fourth Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 11-17-86, made by Harbor Court Associates, recorded 11-26-86 in Liber SEB No. 1081, folio 581; Amended and Restated Harbor Court Maintenance Memorandum dated 4-9-86 made by Harbor Court Associates, recorded 6-6-86 in Liber SEB No. 893, folio 549; First Supplement to Amended and Restated Harbor Court Maintenance Memorandum dated 7-24-86, made by Harbor Court Associates, recorded 8-14-86 in Liber SEB No. 958, folio 177; Disposition and Development Agreement dated 7-14-82 between the Mayor and City Council of Baltimore and David H. Murdock dba David H. Murdock Development Company recorded 8-2-84 in Liber SEB No. 269, folio 189; Amendatory Agreement dated 7-25-84 between the Mayor and City Council of Baltimore and Murdock Development Company recorded 8-2-84 in Liber SEB No. 269, folio 295; Assignment & Assumption of Disposition and Development Agreement, from Murdock Development Company to Harbor Court Associates, dated 7-30-84 recorded 8-2-84 in Liber SEB No. 269, folio 363; and Amendment to Deed and Agreement dated 9-16-86 between Harbor Court Associates and the Mayor and City Council of Baltimore recorded 10-14-86 in Liber SEB No. 1031, folio 274.

4-16/A4
10.15.87

FIRST AMENDMENT TO THE DECLARATION FOR
THE OWNERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses	<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses
EAST		Phase 1 and 2	EAST		Phase 1 and 2
	700	.35		1803	.38
	701	.41		1901	.76
	702	.52		1902	.52
	703	.38		1903	.38
	801	.76		2000	.35
	802	.52		2001	.41
	803	.38		2002	.52
	901	.76		2003	.38
	902	.52		2101	.76
	903	.38		2102	.52
	1001	.76		2103	.38
	1002	.52		2200	.35
	1003	.38		2201	.41
	1101	.76		2202	.52
	1102	.52		2203	.38
	1103	.38		2301	.76
	1201	.76		2302	.52
	1202	.52		2303	.38
	1203	.38		2400	.35
	1401	.76		2401	.41
	1402	.52		2402	.52
	1403	.38		2403	.38
	1501	.76		2500	.35
	1502	.52		2501	.41
	1503	.38		2502	.52
	1601	.76		2503	.38
	1602	.52		2600	.35
	1603	.38		2601	.41
	1701	.76		2602	.52
	1702	.52		2603	.38
	1703	.38		2701	1.63
	1800	.35		2801	1.18
	1801	.41		2901	1.18
	1802	.52			

FIRST AMENDMENT TO THE DECLARATION FOR
THE TOWNERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses	<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses
NORTH		Phase 1 and 2		NORTH	Phase 1 and 2
	707	.59		2307	.59
	708	.57		2308	.57
	709	.59		2309	.59
	807	.59		2407	.59
	808	.57		2408	.57
	809	.59		2409	.59
	907	.59		2507	.59
	908	.57		2508	.57
	909	.59		2509	.59
	1007	.59		2607	.59
	1008	.57		2608	.57
	1009	.59		2609	.59
	1107	.59		2707	.58
	1108	.57		2708	.59
	1109	.59		2807	.58
	1207	.59		2808	.59
	1208	.57		M201	.42
	1209	.59		M301	.42
	1407	.59			
	1408	.57			
	1409	.59			
	1507	.59			
	1508	.57			
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	1808	.57			
	1809	.59			
	1907	.59			
	1908	.57			
	1909	.59			
	2007	.59			
	2008	.57			
	2009	.59			
	2107	.59			
	2108	.57			
	2109	.59			
	2207	.59			
	2208	.57			
	2209	.59			

FIRST AMENDMENT TO THE DECLARATION FOR
THE TOWNERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses	<u>Tower</u>	<u>Unit Number</u>	Percentage Interest In Common Elements and Common Profits and Expenses
SOUTH		Phase 1 and 2	SOUTH		Phase 1 and 2
704		.42	2304		.42
705		.36	2305		.36
706		.55	2306		.55
804		.42	2404		.42
805		.36	2405		.36
806		.55	2406		.55
904		.42	2504		.42
905		.36	2505		.36
906		.55	2506		.55
1004		.42	2604		.42
1005		.36	2605		.36
1006		.55	2606		.55
1104		.42	2704		1.04
1105		.36	2705		1.09
1106		.55	2804		.64
1204		.42			
1205		.36	TOTAL		100.00
1206		.55			
1404		.42			
1405		.36			
1406		.55			
1504		.42			
1505		.36			
1506		.55			
1604		.42			
1605		.36			
1606		.55			
1704		.42			
1705		.36			
1706		.55			
1804		.42			
1805		.36			
1806		.55			
1904		.42			
1905		.36			
1906		.55			
2004		.42			
2005		.36			
2006		.55			
2104		.42			
2105		.36			
2106		.55			
2204		.42			
2205		.36			
2206		.55			

CONSENT OF TRUSTEE AND BENEFICIARIES

The undersigned CHARLES T. ALBERT or EDWARD J. LEVIN, a resident of Baltimore City, Maryland, acting in his capacity as one of the duly appointed "Trustees" pursuant to deeds of trust made by HARBOR COURT ASSOCIATES, a Maryland general partnership, as "Trustor," dated September 30, 1987 and recorded among the Land Records of Baltimore City on October 2, 1987 as follows:

- (i) Consolidated, Modified, and Restated Deed of Trust and Security Agreement recorded in Liber SEB No. 1458, folio 167, which said instrument consolidates and restates deeds of trust recorded in Liber SEB No. 269, folio 420, in Liber SEB No. 549, folio 216, and in Liber SEB No. 1458, folio 119,
- (ii) Fourth Deed of Trust and Security Agreement recorded in Liber SEB No. 1458, folio 200,
- (iii) Fifth Deed of Trust and Security Agreement recorded in Liber SEB No. 1458, folio 245, and
- (iv) Sixth Deed of Trust and Security Agreement recorded in Liber SEB No. 1458, folio 275;

and the undersigned FCA AMERICAN MORTGAGE CORPORATION, acting in its capacity as "Beneficiary" under all of the aforesaid deeds of trust except the Fifth Deed of Trust set forth in (iii) above; and the undersigned HARBOR COURT HOTEL LIMITED PARTNERSHIP, acting in its capacity as "Beneficiary" under the aforesaid Fifth Deed of Trust described in (iii) above, hereby:

(a) consent to the execution, ensealing, acknowledgment and recordation among the said Land Records of the foregoing First Amendment to the Declaration for The Towers at Harbor Court Condominium made by Harbor Court Associates as "the Developer" named therein, and to the resulting subjection of the real property which is described in Exhibit 1 thereto to the condominium regime established by the Declaration recorded in Liber SEB No. 1099, folio 38, and pursuant to the provisions of the Maryland Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended; and

(b) agree that, by such recordation, their respective interests in and to the said real property under the provisions of such deeds of trust shall be and become converted to (1) each unit of the condominium regime created by such recordation, and (2) the respective undivided percentage interests in the common elements of such condominium which is attendant to each such unit, all as set forth in the provisions of such Declaration as amended, and all in accordance with their interest as they appear in such deeds of trust.

Nothing in the foregoing provisions of this Consent shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or of joint venture or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustee and Beneficiaries has executed and sealed this Consent or has caused it to be executed and sealed on its behalf by its duly authorized representatives as of the 19th day of October, 1987.

WITNESS:

Donald E. Zeller

Charles T. Albert, Trustee

Trustee

FCA American Mortgage Corporation

By: Donald E. Zeller

Title: Sr. Vice President

Harbor Court Hotel Limited Partnership

By: Harbor Lounge, Inc.

General Partner

By: Lily Mae Kenton

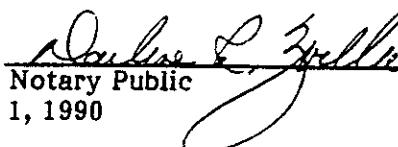
Title: Vice President

D.E.Z.

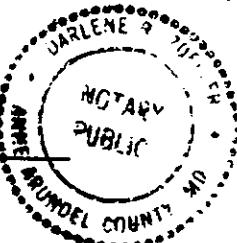
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 19th day of October, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Charles J. Albert, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.


Darlene L. Zeller
Notary Public

My commission expires: July 1, 1990

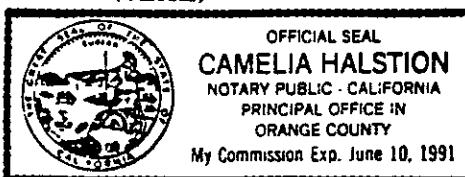


STATE OF CALIFORNIA)
)
) ss:
County of Orange)

On this the 13 day of October, 1987, before me, Camelia Halstion, the undersigned Notary Public in and for said State, personally appeared Daniel S. Howse, Senior Vice President of FCA American Mortgage Corporation, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the corporation and that he, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.

(SEAL)




Camelia Halstion
Notary Public

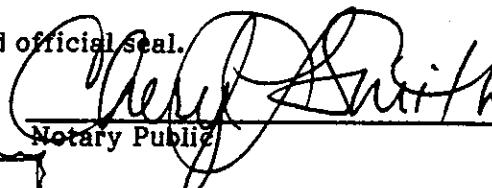
STATE OF CALIFORNIA)
)
) ss.
County of Los Angeles)

On this the 12th day of October, 1987, before me, Cheryl Smith, the undersigned Notary Public in and for said State, personally appeared Lily Mae Penton, Vice President of Harbor Lounge, Inc., which in turn is the general partner of Harbor Court Hotel Limited Partnership, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the partnership and of the corporation acting in its capacity as its general partner and that she, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.

(SEAL)




Cheryl L. Smith
Notary Public