

THIS DECLARATION OF DEFERRED WATER AND SEWER CHARGES ("Declaration") is made this 24 day of JULY, 2013, by DAVID WILLIAMS, LLC, a Maryland limited liability company, hereinafter referred to as the "Declarant", for the benefit of WILSON'S GROVE UTILITY COMPANY LLC, a Delaware limited liability company (hereinafter referred to as the "FFBC").

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LR - Covenant Recording Fee
D - SEWER CHARGES 20.00
D/A WILLIAMS, LEO WILLIAMS
116
Declarant", for the benefit
Reference/Control #:
limited liability company 40.00
LR - Additional Recording
Fee - linked 55.00
=====
SubTotal: 115.00
=====
Total: 115.00
real property located in the
#18-120-1
of 18/2018 particularly 02-SM
#18-120-1
effect as Exhibit "A" to the
Arundel County/CC05.01.11 -
Register 11 17

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B. The Property contains, or will contain, certain single family detached homes (individually, a “SFD Lot” and collectively the “SFD Lots”) and certain single family attached homes (individually, an “SFA Lot” and collectively the “SFA Lots”).

C. The term “Lot” as used herein shall mean and include a SFD Lot and an SFA Lot, and the term “Lots” as used herein shall mean and include the SFD Lots and the SFA Lots.

D. The Declarant and/or its affiliates intend to provide the Lots with access to and service from sewer pipes and transmission lines in the streets and/or in the public or private rights-of-way and the public or private utility easements surrounding and/or within the Lots, including, without limitation, connections to the houses within the SFD Lots and the SFA Lots (all of such pipes, transmission lines, connections and appurtenances being hereinafter collectively referred to as the "Sewer Facilities").

E. The Declarant and/or its affiliates intend to provide the Lots with access to and service from water pipes and transmission lines in the streets and/or in the public or private rights-of-way and the public or private utility easements surrounding and/or within the Lots, including, without limitation, connections to the houses within the SFD Lots and the SFA Lots (all of such pipes, transmission lines, connections and appurtenances being hereinafter collectively referred to as the “Water Facilities”). The Water Facilities and Sewer Facilities are hereinafter collectively referred to as the “Water and Sewer Systems”.

F. Any portions of the Water and Sewer Systems (after construction thereof) which are located on a Lot, and not located in public rights-of-way or public utility easements shall be maintained by the Owner (as hereinafter defined) of such Lot and those portions of the Water and Sewer Systems located within public rights-of-way or utility easements are to be maintained

AFTER RECORDATION PLEASE RETURN TO:
LINOWES AND BLOCHER LLP
7200 WISCONSIN AVENUE, SUITE 800
BETHESDA, MARYLAND 20814
ATTN: BRIAN D. BICHY, ESQ.

by Anne Arundel County or any other local governmental authority or agency, their successors and assigns (the "County"). Neither the Declarant or the FFBC or their affiliates shall have any responsibility for maintaining, repairing or replacing the Water and Sewer Systems. The term "Owner" as used herein shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple interest in any Lot which is a part of the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

G. The water and sewer service supplied to and used by each Lot is to be furnished by the County, and billed for by the County to the Owner of such Lot from time to time, which billings are separate and apart from the "Water and Sewer Charges" (as defined below) established by this Declaration.

H. The Declarant desires to impose certain charges upon the Lots, to be paid to the FFBC, its successors, transferees and assigns, whereby the costs related to the construction and installation of the Water and Sewer Systems serving the Lots are to be paid by the Owners of the Lots in annual installments (except as expressly provided otherwise herein) over a period of thirty (30) years, provided that the FFBC shall have the right to collect Water and Sewer Charges in advance and to collect Water and Sewer Charges in monthly, quarterly, or bi-annual installments, as provided herein. Each such installment is hereinafter referred to individually as a "Water and Sewer Charge" and collectively as the "Water and Sewer Charges", and such terms shall also be deemed to refer to all applicable interest, costs, late fees and attorneys' fees. The term "Builder" as used herein shall mean and refer to any person or entity that acquires one (1) or more "unimproved Building Sites" (as defined below) from the Declarant, its successors, transferees and assigns, for the purpose of constructing residential dwelling units on such unimproved Building Sites for sale to others. The term "unimproved Building Sites" as used herein shall mean and refer to any subdivided lot and/or parcel of record within the Property prior to substantial completion of a residential dwelling unit on such lot and/or parcel, which shall be deemed to occur no later than the first issuance of a final inspection and/or a certificate of use and occupancy (as applicable) for the dwelling unit or units on such lot and/or parcel by applicable governmental authorities or agencies.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots now or hereafter included within the Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, occupied and used subject to the covenants, conditions, restrictions, obligations and charges set forth in this Declaration, which are for the purpose of reimbursing the Declarant, the FFBC and/or their affiliates for the costs related to constructing and installing the Water and Sewer Systems serving the Lots, and which shall run with such Lots and be binding on all parties having any right, title or interest in all or any portion of such Lots, their respective heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of the Declarant, the FFBC, and their successors, transferees and assigns:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are hereby incorporated in and made a material part of this Declaration.

2. **ESTABLISHMENT OF LIEN AND PERSONAL OBLIGATION.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in

such deed, (a) covenants and agrees to pay to the FFBC all Water and Sewer Charges assessed against that Lot hereby which are due and unpaid as of the date such Owner accepts title to such Lot, (b) covenants and agrees to pay to the FFBC all future Water and Sewer Charges assessed against that Lot hereby for as long as such Owner shall be a record owner of a fee simple interest in such Lot, (c) grants to the FFBC a lien to secure payment of the aforesaid Water and Sewer Charges upon the Lot against which the aforesaid Water and Sewer Charges are assessed, and (d) grants to the FFBC a power of sale, and assents to the entry of a decree and order for the sale of that Lot upon a default by the Owner under this Declaration. Each such Water and Sewer Charge shall also be the personal obligation of the Owner of the Lot as of the time when the Water and Sewer Charge is assessed. In the event that any Owner shall fail to pay the Water and Sewer Charges applicable to that Owner's Lot in accordance with this Declaration, the FFBC shall be entitled to all legal and/or equitable relief as may be available under applicable law, including, without limitation, the right (i) to accelerate and declare to be immediately due and payable the full amount of all future installments of the Water and Sewer Charges assessed against that Owner's Lot hereby (discounted to present value in accordance with Paragraph 7 hereof), (ii) to bring an action at law against any Owner personally obligated to pay the Water and Sewer Charges, (iii) to foreclose on the lien against the Lot or Lots then belonging to said Owner in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland pursuant to the power of sale or assent to a decree set forth herein, or otherwise, (iv) to foreclose on the lien against the Lot or Lots then belonging to said Owner in the manner now or hereafter provided for pursuant to the Maryland Contract Lien Act, and/or (v) to institute such other legal and/or equitable proceedings as may otherwise from time to time be provided by applicable law. In the event that any Owner shall fail to pay the Water and Sewer Charges applicable to that Owner's Lot in accordance with this Declaration, and the FFBC shall institute any legal and/or equitable proceedings to collect such delinquent Water and Sewer Charges, then interest, costs, late fees, and reasonable attorneys' fees shall be added to the amount of the Water and Sewer Charges due and shall constitute additional Water and Sewer Charges. A certificate in writing, signed by a representative of the FFBC, will be given promptly after receipt by the FFBC of a written request for such certificate from any Owner of a Lot liable for the Water and Sewer Charges, setting forth the amount of any accrued and unpaid Water and Sewer Charges outstanding with respect to that Lot, interest thereon in accordance with Paragraph 4 of this Declaration, late charges in accordance with Paragraph 4 of this Declaration, and all costs and expenses incurred by the FFBC in connection with its collection of such Water and Sewer Charges, including, without limitation, attorneys' fees, and such certificate shall be binding on the FFBC as of the date of issuance. A charge not to exceed Fifty Dollars (\$50.00) may be collected by the FFBC in advance for each such certificate so issued. All rights and remedies contained in this Declaration are cumulative, and the FFBC shall also have all other rights and remedies provided by law or in equity.

3. POWER OF SALE. In the event that the FFBC shall elect to collect any delinquent Water and Sewer Charges by foreclosing its lien pursuant to the power of sale granted to it in this Declaration, the FFBC hereby designates Kimberly S. Mackmin, as its agent for purposes of instituting and conducting the foreclosure sale (the "Collection Agent"). The FFBC reserves the right from time to time, in its sole discretion, to designate one or more substitute Collection Agents by an instrument in writing and recorded among the Land Records of Anne Arundel County, Maryland (the "Land Records"). In the event that the FFBC shall designate a substitute Collection Agent, the prior Collection Agent shall thereupon be deemed to have been

removed and the new Collection Agent shall thereafter have full power and authority to exercise such power of sale in accordance with this Declaration and applicable law, to the same extent as the Collection Agent originally named in this Declaration.

4. AMOUNT AND PAYMENT OF CHARGES. Except as provided otherwise herein, the Water and Sewer Charges (exclusive of interest, costs, late fees, and attorneys' fees) shall be payable annually in advance by each Owner to the FFBC over a period of thirty (30) years in the amount of **Eight Hundred Thirty Seven Dollars (\$837.00) per year for each Lot**; provided, however, that the first and last installments may be prorated as provided in this Declaration. The Water and Sewer Charges described herein shall commence (the "Commencement Date") with respect to each Lot upon the first to occur of: (i) the day of conveyance of such Lot from the Declarant or any Builder to any other Owner, other than the Declarant or any Builder, (ii) the day upon which the dwelling unit located upon such Lot is first occupied and/or used for residential purposes, whether pursuant to a lease of such dwelling unit or otherwise, by any person or entity, including, without limitation, by any Builder, or (iii) the day that is twenty (20) years after the date this Declaration is recorded among the Land Records. Unless sooner paid in full as provided below, the Water and Sewer Charges for each Lot shall cease to be payable (except as to any unpaid Water and Sewer Charges, including, without limitation, interest, costs, late fees and attorneys' fees) on the date that is thirty (30) years after the Commencement Date (the "Termination Date"). Nothing in this Declaration shall be deemed to excuse the payment of any Water and Sewer Charges which accrue through and remain unpaid as of the Termination Date, including, without limitation, interest, costs, late fees and attorneys' fees, and the obligation to pay such sums shall survive the Termination Date. The initial installment of Water and Sewer Charges for each Lot (the "Initial Payment") shall be prorated on a per diem basis for the period from the Commencement Date for that Lot through the next December 31st following the Commencement Date, and shall be due and payable, in advance, on the Commencement Date for that Lot (unless the Commencement Date shall be January 1st, in which case the Initial Payment shall be the full amount of the annual Water and Sewer Charge for that Lot). Each installment of the Water and Sewer Charges subsequent to the Initial Payment shall be due and payable, in advance, on each January 1st following the Commencement Date for a period of thirty (30) years. The final installment of the Water and Sewer Charges for each Lot (the "Final Payment") shall be prorated on a per diem basis for the period from January 1st of the 30th year through the Termination Date, and shall be due and payable, in advance, on January 1st of the 30th year (unless the Commencement Date shall be January 1st, in which case the Final Payment shall be the full amount of the annual Water and Sewer Charge for that Lot). [For example, and for purposes of illustration only, assuming that the Commencement Date for a Lot is November 1, 2013, then the Initial Payment for that Lot would be due and payable on November 1, 2013 in the amount of \$139.88 (\$837.00 x 61/365), following which 29 equal annual installments of the Water and Sewer Charges for that Lot would be due and payable beginning on January 1, 2014 through and including January 1, 2042 in the amount of \$837.00 each, and the Final Payment for that Lot would be due and payable on January 1, 2043 in the amount of \$697.12 (\$837.00 x 304/365). As a further example, and for purposes of illustration only, assuming that the Commencement Date for a Lot is January 1, 2014, then the Initial Payment for that Lot would be due and payable on January 1, 2014 in the amount of \$837.00, following which 29 equal annual installments of the Water and Sewer Charges for that Lot would be due and payable beginning on January 1, 2015 through and including January 1, 2043 in the amount of \$837.00 each.] It is the intent of this Declaration that

the total Water and Sewer Charges (exclusive of interest, costs, late fees, and attorneys' fees) for each Lot shall be Twenty Five Thousand One Hundred Ten Dollars (\$25,110.00) per Lot (\$837.00 x 30). Notwithstanding the foregoing, the FFBC, in its sole and absolute discretion, may allow or can require (i) any Owner to pay the annual Water and Sewer Charges in monthly, quarterly or bi-annual installments as determined by the FFBC, and (ii) any Owner's mortgagee to escrow and pay to the FFBC the Water and Sewer Charges. Any Water and Sewer Charges not paid within fifteen (15) days after the due date shall bear interest from the due date until paid at the rate determined by the FFBC not to exceed the maximum rate permitted by law. **In addition to bearing interest, for any Water and Sewer Charge which is fifteen (15) or more days delinquent, the FFBC may elect to collect a late fee that is the greater of: (1) ten percent (10%) of the Water and Sewer Charge due for each month that any installment remains outstanding (up to a maximum of three (3) such monthly late fees), or (2) 1.5% of the Water and Sewer Charge due for each month that any installment remains outstanding. The late fee imposed by the FFBC may not exceed the maximum amount permitted by law and shall be in addition to interest, collection costs and attorneys' fees. No Owner may waive or otherwise escape liability for the Water and Sewer Charges provided for herein by non-use of the Water and Sewer Systems or abandonment of a Lot.**

5. PRIORITY OF LIEN. The lien for all Water and Sewer Charges (including, without limitation, all interest, costs, late fees and attorneys' fees) provided for herein shall have priority from the date upon which this Declaration is recorded among the Land Records over any subsequently recorded or created lien, deed of trust, mortgage or other instrument encumbering any Lot. The sale or transfer of any Lot shall not affect any lien imposed against such Lot pursuant to this Declaration. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Water and Sewer Charges (including, without limitation, all interest, costs, late fees and attorneys' fees) against the Lot, without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefor; provided, however, that no purchaser from an Owner, other than the Declarant or any Builder, shall be liable for, nor shall any Lot be conveyed subject to a lien for, any accrued and unpaid Water and Sewer Charges greater than the amount stated in any written certificate provided by the FFBC in accordance with Paragraph 2 of this Declaration. No sale or transfer shall relieve any Lot or Owner from liability for any Water and Sewer Charges thereafter becoming due or from the lien thereof.

6. BILLING STATEMENT. All Water and Sewer Charges, interest, costs, late fees and attorneys' fees payable in accordance with this Declaration shall be payable to the FFBC, its successors, transferees and assigns, in accordance with such billing statements issued by the FFBC, or its designee and shall be sent to Wilson's Grove Utility Company LLC, 8500 Executive Park Avenue, Suite #300, Fairfax, Virginia 22031, or to such other address as the FFBC shall notify the Owners in writing. Except as may be limited by law, failure to receive a bill for the Water and Sewer Charges shall not relieve any Owner of such Owner's liability to pay any Water and Sewer Charges, interest, costs, late fees, or attorneys' fees due hereunder.

7. PREPAYMENT. Any Owner may prepay at any time the Water and Sewer Charges attributable to such Owner's Lot by paying the amount computed by the FFBC in accordance with this Paragraph, on or before the due date for the next installment of Water and Sewer Charges for that Lot; provided, however, that such Owner is not then in default under this

Declaration, and is then current in the payment of all then due installments of the Water and Sewer Charges (including, without limitation, all interest, costs, late fees and attorneys' fees). With respect to each Lot, the prepayment amount applicable at any given time shall be an amount equal to the present value of the sum of each then outstanding installment of the Water and Sewer Charges applicable to that Lot through the Termination Date, discounted at a rate of six percent (6%) per annum. In return for such prepayment, including, without limitation, payment of all outstanding interest, costs, late fees and attorneys' fees, the Owner shall receive a full release hereunder, in recordable form, from the FFBC certifying that all payments hereunder have been so prepaid. No Owner, or former Owner, shall be entitled to reimbursement from the FFBC or its affiliates of any prepaid Water and Sewer Charges.

8. REQUIRED NOTICES. If an Owner of a Lot sells, assigns, conveys, transfers or otherwise disposes of such Lot, the Owner shall (i) provide notice to its successor in title, in any purchase agreement consistent with the laws of the State of Maryland and Anne Arundel County and in any deed of the terms and conditions of this Declaration, and (ii) require that the same notice be included in any future agreement of sale, deed, assignment, conveyance, transfer or other disposition of the Lot. In the event that any such Owner fails to comply with the conditions set forth in this paragraph, that Owner shall be jointly responsible, with the new Owner of the Lot, for payment of the full amount of the Water and Sewer Charges pertaining to the Lot to the full extent that such Water and Sewer Charges are not timely paid by the subsequent Owner in the event that such non-payment is due, in whole or in part, to the failure to give such required notice.

9. ASSIGNMENT; TRANSFER. All or any portion of the rights, reservations, interests, exemptions, powers, and/or privileges of the Declarant and/or the FFBC hereunder may be assigned and transferred (exclusively or non-exclusively) by the Declarant and/or the FFBC to any other individual or entity, without the consent of the Owners, and upon assumption of the rights and obligations of the Declarant or the FFBC to an assignee, the original party shall be released from further liability or obligations under this Declaration. The Declarant and/or the FFBC, and their successors in interest shall have the right, without consent of the Owners, to transfer, assign, pledge, or in any other fashion encumber its right to any or all of the Water and Sewer Charges, interest, costs, late fees and attorneys' fees due hereunder. Upon an assignment, the assignee shall notify the Owners that the right to collect the Water and Sewer Charges has been assigned, and the notice shall include the full name and address of the assignee, the date of assignment, and the outstanding balance owed on the Water and Sewer Charges.

10. ANNEXATION OR WITHDRAWAL. The Declarant may annex other additional real property to, or withdraw any Lot from, the operation and effect of this Declaration for a period of twenty (20) years from the date of recordation of this Declaration, without the consent of the Owners or any other individual or entity. Any withdrawn Lot shall no longer be subject to the covenants, conditions, restrictions, obligations and charges of this Declaration except for (i) any rights, reservations, interests, exemptions, powers, or privileges reserved to the Declarant pursuant to this Declaration which affect the withdrawn Lot, and (ii) any other rights, reservations, interests, exemptions, powers, or privileges which are expressly reserved to the Declarant in the instrument effectuating such withdrawal. Such withdrawal shall be made by recording a Supplementary Declaration among the Land Records, withdrawing the effect of the covenants, conditions, restrictions, obligations and charges of this Declaration from the

withdrawn Lot. Any such annexation of additional real property shall be effected by the recordation of a supplement to this Declaration among the Land Records. Such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property or a different Water and Sewer Charge that may then be applicable to the Lot or Lots being subjected at such time and the terms of such supplementary declaration shall be controlling over any contradictory terms within this Declaration.

11. AMENDMENT TO DECLARATION. This Declaration may be amended by the Declarant without notice to or consent of the Owners, provided that such amendment does not materially and adversely affect the property rights of any Owner.

12. DECLARANT'S POWER OF ATTORNEY. The Declarant hereby reserves for itself (and its successors, transferees and assigns to whom such right has been specifically assigned by the Declarant in writing), for a period of twenty (20) years from the date of the recordation of this Declaration among the Land Records, the right, but not the obligation, to execute on behalf of all contract purchasers, Owners, mortgagees, and other lienholders or parties claiming a legal or equitable interest in all or any portion of the Property any such agreements, documents, amendments and supplements to this Declaration which may be required by the Federal National Mortgage Association, the Federal Housing Administration, the Department of Veterans Affairs, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, Anne Arundel County, Maryland, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Property, any public or private utility company designated by the Declarant, any institutional lender or title insurance company designated by the Declarant, or as may be required to comply with any applicable laws or regulations.

(a) By acceptance of a deed to all or any portion of the Property, or by the acceptance of any other legal or equitable interest in all or any portion of the Property, each and every such contract purchaser, Owner, mortgagee and other lienholder or party having a legal or equitable interest in all or any portion of the Property does automatically and irrevocably name, constitute, appoint and confirm the Declarant (and its successors, transferees and assigns to whom such right has been specifically assigned by the Declarant in writing) as attorney-in-fact for the purpose of executing such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein.

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

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to all and any portion of the Property, and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant (and its successors, transferees and assigns to whom such right has been specifically assigned by the Declarant in writing) until the expiration of same.

13. **WAIVER**. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

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

15. **RUN WITH THE LAND**. All provisions of this Declaration, including the benefits and burdens, shall touch, concern and run with the land, shall be binding upon the Owners and their respective heirs, personal representatives, successors, transferees and assigns, and shall inure to the benefit of the Declarant, and its successors, transferees and assigns.

16. **CAPTIONS AND GENDER**. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male or female shall include all genders and the singular shall include the plural.

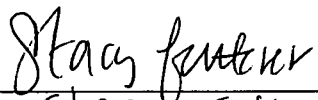
17. **ENFORCEMENT AND RECORDATION**. This Declaration shall be construed and enforced in accordance with the laws of the State of Maryland, and shall be effective upon recordation among the Land Records.

18. **COUNTERPARTS**. This Declaration may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

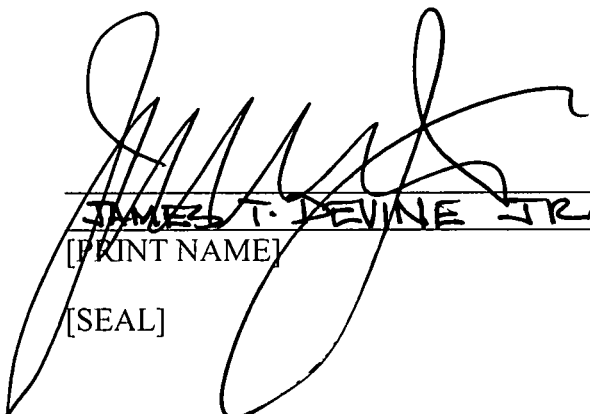
IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year first above written.

WITNESS/ATTEST:


Stacy Futter
 [PRINT NAME]

[SEAL]

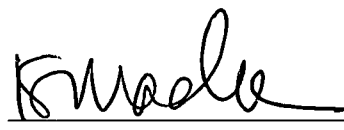
WITNESS/ATTEST:


JAMES T. DEVINE JR
 [PRINT NAME]

[SEAL]

DECLARANT:

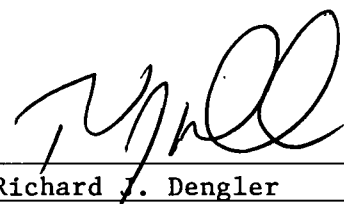
B/A WILLIAMS, LLC,
 a Maryland limited liability company

By: 
 Name: Kimberly Sue Mackmin
 Title: Manager

FFBC:

**WILSON'S GROVE UTILITY
 COMPANY LLC,**
 a Delaware limited liability company

By: Brookfield Washington, LLC
 a Delaware limited liability
 company, its sole member

By: 
 Name: Richard J. Dengler
 Title: Vice President

STATE/Commonwealth of Virginia *

CITY/COUNTY OF Fairfax *

I HEREBY CERTIFY that on this 24 day of July, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kimberly Sue Mackmin, known to me (or satisfactorily proven) to be the Manager of B/A WILLIAMS, LLC, a Maryland limited liability company, and that such person being authorized to do so, executed the foregoing and annexed instrument on behalf of such limited liability company for the purposes therein contained.

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

[NOTARIAL SEAL]



Paula Lynn Johnson
Notary Public

My commission expires: Sept. 30, 2015

STATE/Commonwealth of Virginia *

CITY/COUNTY OF Fairfax *

I HEREBY CERTIFY that on this 24 day of July, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared Richard J. Dengler, known to me (or satisfactorily proven) to be the Vice President of Brookfield Washington, LLC, a Delaware limited liability company, sole member of WILSON'S GROVE UTILITY COMPANY LLC, a Delaware limited liability company, and that such person being authorized to do so, executed the foregoing and annexed instrument on behalf of such limited liability company for the purposes therein contained.

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

[NOTARIAL SEAL]

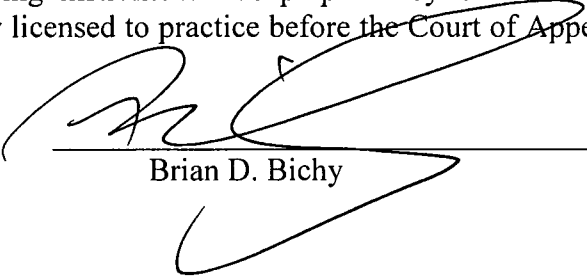


Paula Lynn Johnson
Notary Public

My commission expires: Sept. 30, 2015

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.



Brian D. Bichy

SECOND (2ND) ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Lots 1 through 182, inclusive, as shown on a subdivision plat entitled "WILSON'S GROVE" recorded among the Land Records of Anne Arundel County, Maryland on May 6, 2013 at Plat Nos. 16728-16749, Plat Book 324, at pages 2-23.

In addition to the rights of the Declarant to modify and amend the foregoing Declaration of Deferred Water and Sewer Charges ("Declaration") as set forth therein, the Declarant reserves the right to unilaterally amend the foregoing Declaration as may be necessary or desirable, as determined by the Declarant in its sole discretion, (i) to correct the legal description set forth on this Exhibit "A", (ii) to confirm the lien, operation and effect of the foregoing Declaration with respect to any Lots or parcels that are re-subdivided, and (iii) to confirm the lien, operation and effect of the foregoing Declaration with respect to Lots as they are created.

Exhibit "A" - Page 1 of 1

(Description of Property)

CLERK'S INDEX SHEET

Declaration of Deferred Water and Sewer Charges
(Wilson's Grove)

(For the purpose of proper indexing only)

<u>Lot</u>	<u>Tax I.D. No. (District 02-Subdivision 964)</u>	<u>Plat Ref.</u>
1	90238706	P.B. 324; p. 2-23
2	90238707	P.B. 324; p. 2-23
3	90238708	P.B. 324; p. 2-23
4	90238709	P.B. 324; p. 2-23
5	90238710	P.B. 324; p. 2-23
6	90238711	P.B. 324; p. 2-23
7	90238712	P.B. 324; p. 2-23
8	90238713	P.B. 324; p. 2-23
9	90238714	P.B. 324; p. 2-23
10	90238715	P.B. 324; p. 2-23
11	90238716	P.B. 324; p. 2-23
12	90238717	P.B. 324; p. 2-23
13	90238718	P.B. 324; p. 2-23
14	90238719	P.B. 324; p. 2-23
15	90238720	P.B. 324; p. 2-23
16	90238721	P.B. 324; p. 2-23
17	90238722	P.B. 324; p. 2-23
18	90238723	P.B. 324; p. 2-23
19	90238724	P.B. 324; p. 2-23
20	90238725	P.B. 324; p. 2-23
21	90238726	P.B. 324; p. 2-23
22	90238727	P.B. 324; p. 2-23
23	90238728	P.B. 324; p. 2-23
24	90238729	P.B. 324; p. 2-23
25	90238730	P.B. 324; p. 2-23
26	90238731	P.B. 324; p. 2-23
27	90238732	P.B. 324; p. 2-23
28	90238733	P.B. 324; p. 2-23
29	90238734	P.B. 324; p. 2-23
30	90238735	P.B. 324; p. 2-23
31	90238736	P.B. 324; p. 2-23
32	90238737	P.B. 324; p. 2-23
33	90238738	P.B. 324; p. 2-23

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34	90238739	P.B. 324; p. 2-23
35	90238740	P.B. 324; p. 2-23
36	90238741	P.B. 324; p. 2-23
37	90238742	P.B. 324; p. 2-23
38	90238743	P.B. 324; p. 2-23
39	90238744	P.B. 324; p. 2-23
40	90238745	P.B. 324; p. 2-23
41	90238746	P.B. 324; p. 2-23
42	90238747	P.B. 324; p. 2-23
43	90238748	P.B. 324; p. 2-23
44	90238749	P.B. 324; p. 2-23
45	90238750	P.B. 324; p. 2-23
46	90238751	P.B. 324; p. 2-23
47	90238752	P.B. 324; p. 2-23
48	90238753	P.B. 324; p. 2-23
49	90238754	P.B. 324; p. 2-23
50	90238755	P.B. 324; p. 2-23
51	90238756	P.B. 324; p. 2-23
52	90238757	P.B. 324; p. 2-23
53	90238758	P.B. 324; p. 2-23
54	90238759	P.B. 324; p. 2-23
55	90238760	P.B. 324; p. 2-23
56	90238761	P.B. 324; p. 2-23
57	90238762	P.B. 324; p. 2-23
58	90238763	P.B. 324; p. 2-23
59	90238764	P.B. 324; p. 2-23
60	90238765	P.B. 324; p. 2-23
61	90238766	P.B. 324; p. 2-23
62	90238767	P.B. 324; p. 2-23
63	90238768	P.B. 324; p. 2-23
64	90238769	P.B. 324; p. 2-23
65	90238770	P.B. 324; p. 2-23
66	90238771	P.B. 324; p. 2-23
67	90238772	P.B. 324; p. 2-23
68	90238773	P.B. 324; p. 2-23
69	90238774	P.B. 324; p. 2-23
70	90238775	P.B. 324; p. 2-23
71	90238776	P.B. 324; p. 2-23
72	90238777	P.B. 324; p. 2-23
73	90238778	P.B. 324; p. 2-23

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<u>Lot</u>	<u>Tax I.D. No. (District 02-Subdivision 964)</u>	<u>Plat Ref.</u>
74	90238779	P.B. 324; p. 2-23
75	90238780	P.B. 324; p. 2-23
76	90238781	P.B. 324; p. 2-23
77	90238782	P.B. 324; p. 2-23
78	90238783	P.B. 324; p. 2-23
79	90238784	P.B. 324; p. 2-23
80	90238785	P.B. 324; p. 2-23
81	90238786	P.B. 324; p. 2-23
82	90238787	P.B. 324; p. 2-23
83	90238788	P.B. 324; p. 2-23
84	90238789	P.B. 324; p. 2-23
85	90238790	P.B. 324; p. 2-23
86	90238791	P.B. 324; p. 2-23
87	90238792	P.B. 324; p. 2-23
88	90238793	P.B. 324; p. 2-23
89	90238794	P.B. 324; p. 2-23
90	90238795	P.B. 324; p. 2-23
91	90238796	P.B. 324; p. 2-23
92	90238797	P.B. 324; p. 2-23
93	90238798	P.B. 324; p. 2-23
94	90238799	P.B. 324; p. 2-23
95	90238800	P.B. 324; p. 2-23
96	90238801	P.B. 324; p. 2-23
97	90238802	P.B. 324; p. 2-23
98	90238803	P.B. 324; p. 2-23
99	90238804	P.B. 324; p. 2-23
100	90238805	P.B. 324; p. 2-23
101	90238806	P.B. 324; p. 2-23
102	90238807	P.B. 324; p. 2-23
103	90238808	P.B. 324; p. 2-23
104	90238809	P.B. 324; p. 2-23
105	90238810	P.B. 324; p. 2-23
106	90238811	P.B. 324; p. 2-23
107	90238812	P.B. 324; p. 2-23
108	90238813	P.B. 324; p. 2-23
109	90238814	P.B. 324; p. 2-23
110	90238815	P.B. 324; p. 2-23
111	90238816	P.B. 324; p. 2-23
112	90238817	P.B. 324; p. 2-23
113	90238818	P.B. 324; p. 2-23

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<u>Lot</u>	<u>Tax I.D. No. (District 02-Subdivision 964)</u>	<u>Plat Ref.</u>
114	90238819	P.B. 324; p. 2-23
115	90238820	P.B. 324; p. 2-23
116	90238821	P.B. 324; p. 2-23
117	90238822	P.B. 324; p. 2-23
118	90238823	P.B. 324; p. 2-23
119	90238824	P.B. 324; p. 2-23
120	90238825	P.B. 324; p. 2-23
121	90238826	P.B. 324; p. 2-23
122	90238827	P.B. 324; p. 2-23
123	90238828	P.B. 324; p. 2-23
124	90238829	P.B. 324; p. 2-23
125	90238830	P.B. 324; p. 2-23
126	90238831	P.B. 324; p. 2-23
127	90238832	P.B. 324; p. 2-23
128	90238833	P.B. 324; p. 2-23
129	90238834	P.B. 324; p. 2-23
130	90238835	P.B. 324; p. 2-23
131	90238836	P.B. 324; p. 2-23
132	90238837	P.B. 324; p. 2-23
133	90238838	P.B. 324; p. 2-23
134	90238839	P.B. 324; p. 2-23
135	90238840	P.B. 324; p. 2-23
136	90238841	P.B. 324; p. 2-23
137	90238842	P.B. 324; p. 2-23
138	90238843	P.B. 324; p. 2-23
139	90238844	P.B. 324; p. 2-23
140	90238845	P.B. 324; p. 2-23
141	90238846	P.B. 324; p. 2-23
142	90238847	P.B. 324; p. 2-23
143	90238848	P.B. 324; p. 2-23
144	90238849	P.B. 324; p. 2-23
145	90238850	P.B. 324; p. 2-23
146	90238851	P.B. 324; p. 2-23
147	90238852	P.B. 324; p. 2-23
148	90238853	P.B. 324; p. 2-23
149	90238854	P.B. 324; p. 2-23
150	90238855	P.B. 324; p. 2-23
151	90238856	P.B. 324; p. 2-23
152	90238857	P.B. 324; p. 2-23
153	90238858	P.B. 324; p. 2-23

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<u>Lot</u>	<u>Tax I.D. No. (District 02-Subdivision 964)</u>	<u>Plat Ref.</u>
154	90238859	P.B. 324; p. 2-23
155	90238860	P.B. 324; p. 2-23
156	90238861	P.B. 324; p. 2-23
157	90238862	P.B. 324; p. 2-23
158	90238863	P.B. 324; p. 2-23
159	90238864	P.B. 324; p. 2-23
160	90238865	P.B. 324; p. 2-23
161	90238866	P.B. 324; p. 2-23
162	90238867	P.B. 324; p. 2-23
163	90238868	P.B. 324; p. 2-23
164	90238869	P.B. 324; p. 2-23
165	90238870	P.B. 324; p. 2-23
166	90238871	P.B. 324; p. 2-23
167	90238872	P.B. 324; p. 2-23
168	90238873	P.B. 324; p. 2-23
169	90238874	P.B. 324; p. 2-23
170	90238875	P.B. 324; p. 2-23
171	90238876	P.B. 324; p. 2-23
172	90238777	P.B. 324; p. 2-23
173	90238778	P.B. 324; p. 2-23
174	90238879	P.B. 324; p. 2-23
175	90238880	P.B. 324; p. 2-23
176	90238881	P.B. 324; p. 2-23
177	90238882	P.B. 324; p. 2-23
178	90238883	P.B. 324; p. 2-23
179	90238884	P.B. 324; p. 2-23
180	90238885	P.B. 324; p. 2-23
181	90238886	P.B. 324; p. 2-23
182	90238887	P.B. 324; p. 2-23

Grantor: B/A Williams, LLC

Wilson's Grove Utility Company, LLC
 8500 Executive Park Avenue
 Suite 300
 Fairfax, Virginia 22031

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(Recording Information)

Grantee: N/A

Consideration: None

Title Company: N/A

AFTER RECORDING PLEASE RETURN TO:

**LINOWES AND BLOCHER LLP
7200 WISCONSIN AVENUE, SUITE 800
BETHESDA, MARYLAND 20814
Attn: Brian D. Bichy, Esq.**

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