

DECLARATION OF USE

THIS DECLARATION OF USE ("Declaration") made this 16th day of MARCH, 2009, by Harbor Hills Homeowners Association, Inc. ("Association").

EXPLANATORY STATEMENT: The Association is the owner of the improved real property consisting of 9.34 acres, more or less, described in a Deed from Harbor Hills Yacht Club, Inc. ("Yacht Club") to the Association dated December 28, 1996, recorded among the Land Records of Anne Arundel County, Maryland in Liber 7729, page 226 ("the Property"). The Property is improved by a clubhouse, marina, swimming pool and tennis courts. The Property was conveyed by the Yacht Club to the Association as an incident of the merger of the Yacht Club into the Association. Although the Property is located geographically in the Harbor Hills community, the Property was not included as part of the "community areas" as defined in the Harbor Hills Declaration of Covenants, Restrictions, Charges and Liens dated January 17, 1973 ("1973 Declaration"), recorded among said Land Records in Liber 2555, folio 100, and subsequent recorded Declarations, and as depicted on the recorded Harbor Hills subdivision plats, to which owners of lots in Harbor Hills were granted a right of use and enjoyment. When the Yacht Club conveyed the Property to the Association the Property was not incorporated into the "community areas" of the Harbor Hills community, and the parties did not otherwise impose any conditions or restrictions dedicating the use of the Property to the members of the Association, which was the intent of the Yacht Club and Association at the time. The Association believes it is in its best interest to formally acknowledge its intent to dedicate the Property for the use of the members of the Association subject to the terms and conditions of this Declaration, and hereby dedicates the Property for the use of the members of the Association subject to the terms and conditions of this Declaration. Now, therefore,

WITNESSETH, that the Association hereby declares that the Property shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements and equitable servitudes (all of which are sometimes hereinafter collectively referred to as "covenants and restrictions") hereinafter set forth, and all of which shall be deemed to run with and bind the Property and to inure to the benefit of and be enforceable by the Association and its members:

1. The Property shall be held for and dedicated to the recreational use of members of the Association.
2. The right of members of the Association to use the Property and its facilities and improvements is subject to the right of the Association to:
 - a. Promulgate and enforce rules and regulations for the use of the Property and its facilities and improvements;
 - b. Impose and collect reasonable and uniform fees and charges for the use of facilities and improvements on the Property;

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CLERK OF COURT, A.A. COUNTY

39.00
20.00
40.00
TOTAL
59.00
Fees
59.00
Total
59.00

c. Suspend the right of a member to use the Property or any of its facilities and improvements for violation of rules and regulations established by the Association for the use of the Property and its facilities and improvements;

d. Improve, modify or alter facilities and improvements on the Property, and construct new improvements and facilities on the Property, and encumber or grant a security interest in the Property and its facilities and improvements to secure the repayment of any indebtedness for such purposes;

e. Allow the Property and its facilities and improvements to be used by persons who are not members of the Association as long as such use by non-members does not unreasonably interfere with use of the Property, facilities and improvements by members; and

f. Generally manage and control the Property and its facilities and improvements.

3. The duration of this Declaration shall be coterminous with the duration of the 1973 Declaration, except that this Declaration may be amended or sooner terminated by an instrument approved at a regular or special meeting of the Association by the affirmative vote, in person or by proxy, of seventy-five percent (75%) of the entire membership of the Association.

IN WITNESS WHEREOF, the Association, by its duly authorized officer, has executed this Declaration as of the date first above written.

ATTEST:

HARBOR HILLS HOMEOWNERS
ASSOCIATION, INC.


Secretary

By:  (SEAL)
President

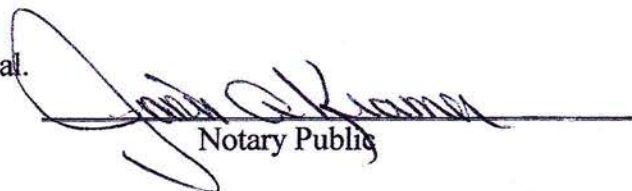
STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 16th day of March, 2009, before me, the subscriber, a notary public in and for the jurisdiction aforesaid, personally appeared Albert Frank, President of Harbor Hills Homeowners Association, Inc., who is known to me (or satisfactorily proven) to be the person who signed the within instrument and said person acknowledged that, being duly authorized to do so, said person executed the within instrument for the purposes therein contained on behalf of and as the act of Harbor Hills Homeowners Association, Inc.

AS WITNESS my hand and Notarial seal.

My commission expires:


July 1, 2009


Notary Public

The undersigned, a member in good standing of the Bar of the Court of Appeals of the State of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.



Frederick C. Sussman

**COUNCIL, BARADEL, KOSMERL &
NOLAN, P.A.**

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