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AMENDMENT TO
CONDOMINIUM DECLARATION OF
SHEARWATER CONDOMINIUM
EXPANDING THE CONDOMINIUM TO INCLUDE PHASE III-A

THIS AMENDMENT is made this 3rd day of May, 1985, by SPA CREEK ASSOCIATES, a Limited Partnership duly organized and existing under the laws of the State of Maryland, being the "Developer" as that term is used in the Maryland Condominium Act, and hereinafter referred to as the "Declarant".

WHEREAS, Declarant executed certain documents establishing the Shearwater Condominium and caused such documents to be recorded among the Land Records of Anne Arundel County beginning at Liber 3471, folio 169, et seq. and is delineated on plats of the condominium recorded in Condominium Plat Book 20 at folio 47-50, and Condominium Plat Book E-21, folios 1 through 26, both inclusive, and subjected the land described to a condominium reserving the right to certain expansion; and

WHEREAS, the Declarant, with unanimous consent of the unit owners and mortgagees, amended the Condominium Declaration, which amendment is duly recorded among the Land Records of Anne Arundel County in Liber 3575, folio 518, et seq., wherein Declarant reserved the right to expand the condominium by adding to it certain property, which property includes Phase II (which has already been added to the condominium by virtue of an amendment dated the 22nd day of February, 1984, and recorded among the Land Records of Anne Arundel County in Liber 3700, folio 583), as well as certain property referred to herein as "Phase III-A"; and,

WHEREAS, the Declarant now wishes to add Phase III-A to the condominium; and,

WHEREAS, the Declarant is filing the necessary condominium plats for Phase III among the Land Records of Anne Arundel County simultaneous with the recording of this Declaration.

NOW, THEREFORE, pursuant to Maryland Code, Real Property Article, Section 11-120, and the powers reserved in Article V of the Declaration amended as aforesaid, Declarant hereby amends the Condominium Declaration as follows:

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E. AUBREY COLLISON
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1. Additions. Declarant hereby adds Phase III-A, and subjects it to the condominium regime created by the Declaration of Shearwater Condominium, all of which is described in the attached "Description of Phases I, II and III-A of Shearwater, A Maryland Condominium, City of Annapolis, Maryland."

2. Percentage Interest and Voting. The new percentage interests of the unit owners and the votes which each unit owner may cast when the condominium is expanded are as set forth on attached Exhibit "Shearwater Condominium - Phase I, II, and III-A (90 units)".

Except as specifically set forth and modified herein, all terms and provisions of the Condominium Declaration previously recorded and amended are hereby ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its general partner, the day and year first above written.

WITNESS:

Laura M. Patterson

SPA CREEK ASSOCIATES

By: *Paul M. Pearson, II*
Paul M. Pearson, II
General Partner

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I hereby certify that on this 9th day of May, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Paul M. Pearson, II, who made oath in due form of law that he is the General Partner of Spa Creek Associates, and that he is authorized to execute this Amendment on behalf of the Limited Partnership, and acknowledged that the Amendment is the free act and deed of the Partnership, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Linda L. Patterson
Notary Public



My Commission Expires: 7/1/86

LAW OFFICES
MICHAELSON & SIMMONS, P.A.
215 MAIN STREET
P.O. BOX 11
ANNAPOLIS, MD 21404

BOOK 3882 PAGE 330

OFFICERS:
* J. EDGAR SEARS, JR., P.E., C.L.S., R.L.S.
* GARRY B. SMITH, P.E.

ASSOCIATES:
* PHILLIP A. BLEVINS, C.L.S.

April 19, 1985

Description of
Phases I, II and III-A of
Shearwater
A Maryland Condominium
City of Annapolis, Maryland

Beginning for the same at a point on the northerly line of Boucher Avenue, 30.00 feet wide, said point being North $63^{\circ} 43' 01''$ East, 84.78 feet from the easterly corner of the property now or formerly of Lutkefedder, Deed Book 2893 page 636; thence departing said point of beginning and running with the northerly lines of Phase III-C, "Shearwater",

- 1.) 30.06 feet along the arc of a curve deflecting to the left having a radius of 20.00 feet and a chord bearing and distance of North $20^{\circ} 39' 52''$ East, 27.31 feet to a point of tangency; thence
- 2.) North $22^{\circ} 23' 18''$ West, 72.29 feet to a point; thence
- 3.) South $67^{\circ} 36' 42''$ West, 126.42 feet to a point on a northerly line of said Lutkefedder; thence departing said Phase III-C and running with the northerly lines of said Lutkefedder
- 4.) North $29^{\circ} 27' 59''$ West, 50.71 feet to a point; thence

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- 5.) South 63° 43' 01" West, 144.94 feet to a point on the easterly shoreline of Spa Creek; thence departing said Lutkefedder and running with said shoreline
- 6.) North 05° 32' 59" West, 22.05 feet to a point; thence
- 7.) North 07° 37' 59" West, 80.04 feet to a point; thence
- 8.) North 06° 56' 42" East, 61.73 feet to a point; thence
- 9.) North 39° 55' 59" West, 52.85 feet to a point; thence
- 10.) North 49° 01' 59" West, 220.10 feet to a point; thence
- 11.) North 60° 46' 59" West, 96.44 feet to a point; thence
- 12.) North 11° 42' 01" East, 63.30 feet to a point; thence
- 13.) North 22° 13' 01" East, 35.01 feet to a point; thence
- 14.) North 67° 46' 59" West, 10.94 feet to a point; thence
- 15.) North 20° 25' 18" West, 8.98 feet to a point; thence
- 16.) North 25° 04' 43" East, 160.50 feet to a point; thence
- 17.) North 46° 19' 08" East, 72.25 feet to a point; thence
- 18.) South 41° 37' 47" East, 252.40 feet to a point; thence
- 19.) South 46° 00' 16" East, 38.46 feet to a point; thence
- 20.) South 37° 35' 42" East, 43.70 feet to a point; thence departing said shoreline and running with the lines of Phase III-B, "Shearwater"
- 21.) South 42° 24' 47" West, 154.00 feet to a point; thence
- 22.) South 30° 05' 05" East, 65.14 feet to a point; thence
- 23.) South 49° 19' 12" East, 40.18 feet to a point; thence
- 24.) South 59° 33' 37" East, 133.80 feet to a point; thence
- 25.) South 65° 40' 15" East, 45.26 feet to a point; thence

- 26.) North 21° 17' 04" West, 287.22 feet to a point on said shoreline of Spa Creek; thence departing said Phase III-B and running with said Shoreline
- 27.) North 56° 58' 40" East, 63.23 feet to a point; thence
- 28.) North 24° 40' 49" West, 116.45 feet to a point; thence
- 29.) North 39° 32' 12" West, 129.60 feet to a point; thence
- 30.) North 28° 13' 36" East, 214.04 feet to a point; thence departing Spa Creek and running
- 31.) South 23° 43' 52" East, 573.13 feet to a point on the southerly right-of-way of Miami Avenue, 30 foot wide; thence with said right-of-way
- 32.) North 66° 01' 08" East, 251.46 feet to a point; thence departing said right-of-way and running
- 33.) South 23° 58' 52" East, 150.00 feet to a point; thence
- 34.) South 66° 01' 08" West, 252.16 feet to a point; thence
- 35.) South 23° 42' 52" East, 150.00 feet to a point on said northerly side of Boucher Avenue; thence with said Boucher Avenue
- 36.) South 66° 01' 08" West, 10.00 feet to a point; thence
- 37.) South 23° 42' 52" East, 5.23 feet to a point; thence
- 38.) South 63° 43' 01" West, 172.50 feet to the point of beginning containing 312,350 square feet or 7.17056 acres.

EXHIBIT

SHEARWATER CONDOMINIUM - PHASE I, II, & III-A

(90 UNITS)

Percentage Interests in Common Elements,
Common Expenses and Common Profits -
Also Controls Voting Rights (rounded
to three decimal places for convenience)

<u>Unit No.</u>	<u>Unit Type</u>	
1A	2 BR (T)	1.345 2(T)
1A1	1 BR	.857 1
1A2	1 BR	.857 1
1A3	2 BR (D)	1.148 2(D)
1B1	2 BR	1.071 2
1B2	2 BR	1.071 2
1B3	2 BR (C)	1.104 2(C)
2A	2 BR (T)	1.345 2(T)
2A1	1 BR	.857 1
2A2	1 BR	.857 1
2A3	2 BR (D)	1.148 2(D)
2B1	2 BR	1.071 2
2B2	2 BR	1.071 2
2B3	2 BR (C)	1.104 2(C)
3A	2 BR (T)	1.345 2(T)
3A1	1 BR	.857 1
3A2	3 BR (D)	1.396 3(D)
3B1	2 BR	1.071 2
3B2	2 BR	1.071 2
3B3	2 BR (C)	1.104 2(C)
4A	2 BR (T)	1.345 2(T)
4A1	3 BR	1.559 3
4A2	3 BR (D)	1.396 3(D)
4B2	2 BR	1.071 2
4B3	2 BR (C)	1.104 2(C)
5A1	1 BR	.857 1
5A2	1 BR	.857 1
5A3	2 BR (D)	1.148 2(D)
5B1	2 BR	1.071 2
5B2	2 BR	1.071 2
5B3	2 BR (C)	1.104 2(C)
6A1	1 BR	.857 1
6A2	1 BR	.857 1
6A3	2 BR (D)	1.148 2(D)
6B1	2 BR	1.071 2
6B2	2 BR	1.071 2
6B3	2 BR (C)	1.104 2(C)
7A	3 BR (T)	1.482 3(T)
7A1	2 BR	1.071 2
7A2	2 BR	1.071 2
7A3	2 BR (C)	1.104 2(C)
7B1	2 BR	1.071 2
7B2	2 BR	1.071 2
7B3	2 BR (C)	1.104 2(C)
8A	2 BR (T)	1.345 2(T)
8A1	1 BR	.857 1
8A2	1 BR	.857 1
8A3	2 BR (D)	1.148 2(D)
8B1	2 BR	1.071 2
8B2	2 BR	1.071 2
8B3	2 BR (C)	1.104 2(C)
11A	2 BR (T)	1.345 2(T)
11A1	1 BR	.857 1
11A2	1 BR	.857 1
11A3	2 BR (D)	1.148 2(D)
11B1	2 BR	1.071 2
11B2	2 BR	1.071 2
11B3	2 BR (C)	1.104 2(C)
12A	2 BR (T)	1.345 2(T)
12A1	3 BR	1.559 3
12A2	1 BR	.857 1

12A3	2 BR (D)	1.148 2(D)
12B2	2 BR	1.071 2
12B3	2 BR (C)	1.104 2(C)
13A	2 BR (T)	1.345 2(T)
13A1	1 BR	.857 1
13A2	1 BR	.857 1
13A3	2 BR (D)	1.148 2(D)
13B1	2 BR	1.071 2
13B2	2 BR	1.071 2
13B3	2 BR (C)	1.104 2(C)
14A	2 BR (T)	1.345 2(T)
14A1	1 BR	.857 1
14A2	1 BR	.857 1
14A3	2 BR (D)	1.148 2(D)
14B1	2 BR	1.071 2
14B2	2 BR	1.071 2
14B3	2 BR (C)	1.104 2(C)
15A	3 BR (T)	1.482 3(T)
15A1	2 BR	1.071 2
15A2	2 BR	1.071 2
15A3	2 BR (C)	1.104 2(C)
15B1	2 BR	1.071 2
15B2	2 BR	1.071 2
15B3	2 BR (C)	1.104 2(C)
16A	2 BR (T)	1.345 2(T)
16A1	3 BR	1.559 3
16A3	3 BR (AMENDED)	1.636
16B2	2 BR	1.071 2
16B3	2 BR (C)	1.104 2(C)

SUMMARY BY UNIT TYPE AND NUMBER

1BR	18	.857	15.426
2BR	29	1.071	31.059
2BR(C)	16	1.104	17.664
2BR(D)	9	1.148	10.332
2BR(T)	10	1.345	13.450
3BR(D)	2	1.396	2.792
3BR(T)	2	1.482	2.964
3BR	3	1.559	4.677
3BR Amended	1	1.636	1.636
			100.000

Mailed to:

Paul Pearson