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October 1, 2013

BY OVERNIGHT AND  
REGULAR MAIL

David J. Delia, President  
Property Owners Association of Arundel on the Bay, Inc.  
P.O. Box 4665  
Annapolis, Maryland 21403

Re: Claim to Platted Roads

Dear Mr. Delia:

This firm represents the Rosalynne R. Atterbeary Revocable Trust ("Atterbeary"), owner of property known as 3551 Narragansett Avenue (Lots A and B, Block 11, Arundel on the Bay), and the Wilma L. Coble Qualified Personal Residence Trust ("Coble"), owner of property known as 3557 Narragansett Avenue (Lots M, L and K, Block 8 and 8-feet of Magnolia Avenue). The purpose of this letter is:

1. To put the Association on notice of a claim by Atterbeary and Coble to the platted streets in Arundel on the Bay that abut their properties;
2. To demand the Association disengage in activities that run contrary to the property rights of my clients pursuant to Magnolia Avenue and Chesapeake Walk;
3. To confirm my clients intentions to pursue this matter to the fullest extent of the law.

The Atterbeary property and the Coble property are bisected by Magnolia Avenue, which is shown on a plat of Arundel on the Bay dated 1890, recorded in the Land Records in Liber SH 37, folio 509, as an 80-foot right-of-way intersecting at its easternmost point with Chesapeake Walk. The Coble property also abuts Chesapeake Walk. Although platted as an 80-foot right-of-way called Chesapeake Avenue, what is now known as Chesapeake Walk has eroded to approximately 40-feet in width in front of the Coble property, and has eroded entirely in front of the Atterbeary property. My clients assert a claim of fee simple ownership to that portion of Magnolia Avenue that lies between their properties (each owning to the centerline of the road), and Coble asserts an additional claim of fee simple ownership to all of that portion of Chesapeake Walk that abuts the Coble property. Both claims are made pursuant to Real Property Article, Annotated Code of Maryland, Section 2-114. Both claims are well established under Maryland property law.

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My clients are similarly situated to those lot owners who filed suit against the Association in June 2006 (*Sherry Bellamy, et al. v. Property Owners Ass'n of Arundel on the Bay, Inc., et al.*, Circuit Court for Anne Arundel County, Civil Action No. C-06-115184). Plaintiffs in the Bellamy case asserted title to the platted roads that abutted their properties. Judge Caroom issued an order on January 8, 2009 declaring that the plaintiffs, "*have absolute ownership and the right of disposition*" of the platted roads that abutted their respective properties, including Chesapeake Walk. In the end, the Association paid the plaintiffs \$15,000 to settle the claim.

Recently, the Association has engaged in activities that run contrary to the property rights of my clients in Magnolia Avenue and Chesapeake Walk. A tree was planted in the center of Magnolia Avenue without their consent. Signs have been installed identifying the roads as "AOTB Community Property." Passes are given to lot owners to share with their guests to access these roads. The Association arranged for the grass on Magnolia Avenue to be mowed, and when that action was challenged, my clients were advised that "this is community property." During meetings of the membership and the Board of Directors, consideration has been raised about using Magnolia Avenue to increase parking at the community pier and as a community garden. These actions and comments suggest a growing indication that the Association and its members believe that Magnolia Avenue and Chesapeake Walk are owned by the community and may be used by the Association for community purposes. This is not correct.

My clients are prepared to take whatever action is necessary to confirm and protect their interests in Magnolia Avenue and Chesapeake Walk. Since the same issues have been litigated and decided, however, they expect to be able to resolve this dispute without the time, expense and aggravation of additional litigation. We propose entering into and recording a confirmatory agreement that at a minimum would include (1) an acknowledgment that Atterbeary and Coble hold fee simple title to the disputed roads; (2) an acknowledgement that the Association has the same rights to the disputed roads as each of its members; and (3) a process for resolving disputes without litigation.

Please review these claims with the Board of Directors. We will provide title reports to support the claims and a proposed agreement for your consideration. We are also willing to meet with the appropriate representatives of the Association to discuss this matter in more detail. In order to resolve this in a timely manner, we kindly request your response within thirty days.

Thank you in advance for your consideration. I look forward to hearing from you.

Very truly yours,



Eileen E. Powers

cc: Rosalynne R. Atterbeary Revocable Trust  
Wilma L. Coble Qualified Personal Residence Trust