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May 31, 1990

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Mrs. Wilma Cobles  
President  
Arundel On The Bay Assoc.  
3557 Narragansett Ave.  
Arundel On The Bay  
Annapolis, Maryland 21404

Re: Lots C, D, E, F, G, H and I, Block 13  
Arundel On The Bay

Dear Mrs. Cobles:

As you may know, this office represents George Boxley with respect to his property in the community of Arundel On The Bay. He informed me that the Community Association is looking into the possibility of establishing a playground on the above lots. Mr. Boxley retained this office to investigate whether or not a playground can be established on those lots.

We have been able to locate at least two documents that would prevent the use of those lots for a playground:

1) A Deed of the above lots from the commissioners of Arundel-On-The-Bay to Edward P. Neill, et al., dated May 25, 1949, contains, among other things, restrictive covenants to the effect that, no buildings or structures, of any kind shall ever be erected upon said lots.

2) An agreement executed between the Property Owner's Association of Arundel-On-The-Bay, Inc. and John W. Carter and Effie R. Carter which provides that the Property Owner Association of Arundel On The Bay, Inc. will not erect or cause to be erected on the above property any permanent structure or improvement of any nature, and will not permit parking of automobiles thereon.

It appears that these two documents would prevent placing on the lots picnic tables, swings, or playground equipment of any type. It is clear that the intent of the document was to keep the lots in their condition at the time of the signing of the documents, free from any structures or improvements so that the owners of adjacent lots would have both an unobstructed view, and access, to the water.

Accordingly, if the community association should decide to go forward with its plans to erect or place recreational equipment on these lots, this office is authorized to take whatever legal action

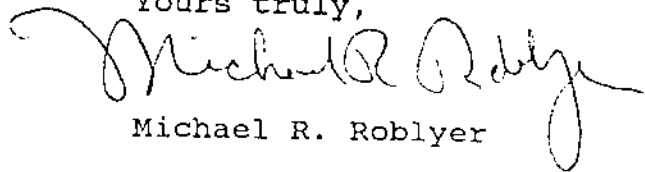
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is necessary to prevent that from occurring, including filing an injunction.

We assume that in light of the above, the community association will not proceed with the playground plans.

If you have any questions on the above, please give me a call as soon as possible.

Yours truly,

A handwritten signature in cursive script that reads "Michael R. Roblyer". The signature is written in dark ink and is positioned above the typed name.

Michael R. Roblyer

MRR:tr  
cc: Mr. George Boxley

THIS AGREEMENT, made this 18 day of July

1967, by and between PROPERTY OWNERS ASSOCIATION OF ARUNDEL-ON-THE-BAY, INC., a body corporate, of the first part; and JOHN W. CARTER and EFFIE R. CARTER, his wife, of Anne Arundel County and State of Maryland, of the second part;

WHEREAS, the parties of the second part have this date executed a deed conveying unto the party of the first part, all their right, title and undivided one-fourth interest in and to Lots C, D, E, F, G, H and I of Block 13, as shown and delineated on the plat of Arundel-on-the-Bay, recorded among the plat records of Anne Arundel County in Plat Book 9, folio 25; and

WHEREAS, it was a condition of said conveyance that this agreement be made.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the premises, the said PROPERTY OWNERS ASSOCIATION OF ARUNDEL-ON-THE-BAY, INC., does hereby covenant and agree with the said JOHN W. CARTER and EFFIE R. CARTER, his wife, as follows:

1. That the said party of the first part will not erect or cause to be erected on the property hereinabove-mentioned, any permanent structure or improvement of any nature, and will not permit parking of automobiles thereon.
2. That upon a request of the parties of the second part, the party of the first part will, at reasonable times and for reasonable periods of time, authorize and permit the parties of the second part to have the exclusive use of the above-mentioned lots for recreational purposes.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its duly authorized official, and the parties of the second part have affixed their hands and seals the day and date first above written.

ATTEST:

PROPERTY OWNERS ASSOCIATION OF ARUNDEL-ON-THE-BAY, INC.

By [Signature]

[Signature]