

# MD CONDOMINIUM RESALE CERTIFICATE

## Park Place Laurel Condominium

**Current Owner: Joan Goldenber**

**Property Address: 601 7th Street Unit: 304**

**Laurel, MD 20707**

**Date Prepared: 09-11-2017**

This Condominium Resale Certificate is being furnished to the selling unit owner named above by the council of Unit Owners of the association, in accordance with MD Real Prop. Code Ann. Section 11-135.

The following items, which the selling unit owner must provide to the purchaser, are attached to this Certificate:

1. A copy of the declaration (other than plats);
2. A copy of the by-laws; and
3. A copy of the rules and regulations of the condominium
4. The following information should be conveyed by the selling unit owner to the purchaser.

#	Question	Response
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	The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows:	
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N/A

The selling unit is subject to a common expense assessment as follows:

**\$318.47 MONTHLY DUE ON THE 1ST**

As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the council of unit owners that is due and payable from the selling unit owner are:

**0.00**

Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.	<b>YES</b>
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Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.	<b>YES</b>
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Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners:

**NONE**

Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance which are not reflected in the current operating budget are:

**NONE**

Attached is the most recently prepared balance sheet and income expense statement (dated as):

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#	Question	Response
	<b>CONTACT MGMT CO</b> The current operating budget of the Condominium is attached and is for fiscal year: <b>2017</b> Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund? Judgments against the Condominium as of the date of this Certificate are: Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Council of Unit Owners is a party to the following pending lawsuits, excluding assessment collection suits: Insurance: a. Please review the By-Laws. b. The Association holds insurance policies as outlined below. Said insurance is for the common elements as to both hazard and liability; however, such policies do not insure in any way the unit or its contents. It is suggested that each unit owner separately insure for personal property, furnishing, and personal liability. These are not covered by the Association's insurance. Owners are encouraged to consult with their insurance agents to coordinate their insurance with that provided by the Association. To obtain a Certificate of Insurance for the new unit owner, please have your purchaser or the mortgage company contact: <b>STATE FARM</b> <b>IVAN HENDERSON</b> <b>410-674-2886</b> Per Condominium law, the owner is responsible for up to \$5,000.00 of the insurance deductible. The policy is available for inspection during normal business hours at the offices of The Commercial Management Group (TCMG), 14440 Cherry Lane Court, Suite 219, Laurel, MD 20707. The terms of the policy prevail over the description given in this Certificate. The Council of Unit Owners has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Condominium: <b>NONE KNOWN</b> The recreational or other facilities which are to be used or maintained by the unit owners or the Council of Unit Owners are: <b>NONE</b> Are these facilities part of the common elements? The Council of Unit Owners has caused this Certificate to be prepared in compliance with MD, Real Prop. Code Ann. Section 11-135. To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.	<b>See Comments</b>

# MD CONDOMINIUM RESALE CERTIFICATE

## Park Place Laurel Condominium

#	Question	Response
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The fee for preparation of this Certificate for Resale as allowed by law is, and must be paid in advance and the request form signed in person by the Unit Owner(s) or agent. This fee does not exceed the cost to the Council of Unit Owners for providing this information.

Section 11-135 of the Real Property Article of the Annotated Code of Maryland requires that the purchaser provide the Association with the forwarding address of the prior unit owner and the name and address, the name and address of any mortgage holder, the date of settlement and the proportionate amounts of any outstanding condominium fees assessed by each of the parties to the transaction.

### TO BE COMPLETED BY THE SELLING UNIT OWNER

The selling unit owner has knowledge that the following alteration to the selling unit or to the limited common elements assigned to the selling unit violates a provision of the declaration, by-laws, or rules and regulations:

The selling unit owner has knowledge of the existence of the following violation of the health or building codes with respect to the selling unit or the limited common elements assigned to the selling unit:

The selling unit owner has the knowledge that the selling unit \_\_\_ is \_\_\_ is not subject to an extended lease under Real Property Article Section 11-137 or local law. If the selling unit is subject to an extended lease, a copy of the lease is attached.

\_\_\_\_\_  
Selling Unit Owner

# MD CONDOMINIUM RESALE CERTIFICATE

## Park Place Laurel Condominium

### Comments

Question #10 BUDGET INCLUDES AMOUNT TO BE ALLOCATED TO THE RESERVE



**Budget**  
**Park Place Laurel Condominium**



**Annual Budget Summary - Operating**  
**PARK PLACE LAUREL CONDO**  
**2017**

Date: 10/27/2016  
 Time: 4:40 pm  
 Page: 1

Account	Total
<b>INCOME</b>	
40-4601-00 Residential Assessments	\$130,908.24
40-4604-00 7-Eleven Funding Income	10,846.00
<b>Total OPERATING INCOME</b>	<u>\$141,754.24</u>
<b>EXPENSES</b>	
60-6710-00 Management Fees	11,031.30
60-6714-00 Audit Fees	1,326.00
60-6714-30 REAL ESTATE TAX	10,000.00
60-6716-00 Lien Costs / Collections	3,600.00
60-6716-05 Promissory Note Fee	240.00
60-6717-00 Legal Fees	6,000.00
60-6720-00 Postage	200.00
60-6720-00 Insurance Package	6,671.00
60-6740-00 Coupons	324.00
60-6760-00 Telephone	3,824.00
60-6769-00 Misc. General & Administrative	260.00
60-6795-00 Contribution to Reserve	6,214.26
60-6796-00 Site Maintenance & Repairs	10,448.64
60-6797-00 Plumbing Repairs	1,000.00
60-6841-00 Water and Sewer	16,264.00
60-6861-00 Electricity	13,272.00
60-6899-00 Website Access	420.00
60-6910-00 Maintenance Supplies	1,800.00
60-6914-00 Landscape Improvements	8,366.00
60-6955-00 Elevator Repairs	500.00
60-6956-00 Elevator Inspections	520.00
60-6961-00 Carpet Cleaning/Repairs	1,000.00
60-6965-00 Electrical Repairs	1,000.00
60-6966-00 Sprinkler Inspections	1,600.00
60-6966-10 Fire Alarm Monitor	988.00
60-6966-20 Fire Alarm Inspections	2,000.00
60-6966-30 Back Flow Pipe Inspection	850.00
60-6970-00 Janitorial/Cleaning Contract	12,000.00
60-6972-00 Extermination & Pest Control	500.00
60-6980-00 Snow Removal	5,600.00
60-6990-00 Trash Removal	6,960.00
70-6726-10 Elevator Contract	8,207.04
70-6726-20 Fire Alarm Repair	1,000.00
<b>Total OPERATING EXPENSE</b>	<u>\$141,754.24</u>
<b>Net - Operating Totals</b>	<b>\$0.00</b>

*Mark [Signature]*  
 Approved  
 12/1/2016

**Bylaws**  
**Park Place Laurel Condominium**

27247 377

CONDOMINIUM BY-LAWS  
PARK PLACE LAUREL CONDOMINIUM I, INC.

ARTICLE I  
NAME AND LOCATION

Section 1. Name and Location. The name of the Condominium is Park Place Laurel Condominium I, Inc. The principal office and mailing address of the Council of Unit Owners is Park Place Laurel Condominium I, Inc., c/o Complete Management Services, Inc., 600 Dover Road, Pasadena, Maryland 21122.

ARTICLE II  
DEFINITIONS

Section 1. Declaration. "Declaration" as used herein means that certain Condominium Regime Declaration for Park Place Laurel Condominium I, made the 22nd day of February, 2007 (the "Declaration"), by GFC Development, LLC, a Maryland limited liability limited company, Declarant (sometimes, also referred to herein as "Developer" or "Condominium Developer"), pursuant to Title 11. The Maryland Condominium Act, Section 11-101, et. seq., of the Real Property Article, Annotated Code of Maryland, (2003 Repl. Vol.), as the same may, from time to time, be amended (the "Condominium Act"), by which certain described property, including land, was submitted to a Condominium Regime (hereinafter called the "Regime" or "Property"), which Declaration is recorded among the Land Records of Prince George's County, Maryland (the "County"), prior hereto, and to which these Condominium By-Laws are appended.

Section 2. Architectural Committee. "Architectural Committee" as used herein and in the Declaration shall mean and refer to those persons appointed by the Developer, acting on behalf of the Condominium Association as the Architectural Committee, which shall have all of the rights and powers described in the Condominium Documents unless otherwise required by applicable law. The Architectural Committee shall serve until the later of: (i) the date on which all Units have been conveyed to, and are occupied by, Owners or Tenants for their intended uses; or (ii) the date the Condominium Developer decides, in its sole and absolute discretion, that it no longer desires to appoint the members of the Architectural Committee, and such decision is evidenced in writing to the Condominium Association. Thereafter, the Condominium Board shall assume the rights and powers of the Architectural Committee. In addition, the Architectural Committee shall have the right to exercise any easements granted to the Condominium Board under the Condominium Documents. Until their successors are duly chosen and qualified, the three (3) initial members of the Architectural Committee shall be Daniel J. Gough, Robert F. Foy and Michael T. Collins.

Section 3. Other Definitions. Unless it is plainly evident from the context herein that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in the Condominium Act.

ARTICLE III  
OWNERSHIP

Section 1. Owners. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a Condominium Unit within this Regime shall be a member of the Council of Unit Owners (hereinafter referred to as the "Council" or "Condominium Association"); provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be deemed an owner.

Section 2. Condominium By-Laws Applicability. The provisions of these Condominium By-Laws are applicable to the Condominium Regime. The terms "Condominium", "Condominium Regime" or "Regime" as used herein shall include the land, as well as the improvements thereon. In construing these Condominium By-Laws, and the government of the Regime pursuant thereto, the provisions of the Corporations and Associations Article, Annotated Code of Maryland (1999 Repl. Vol.) as amended, pertaining to the government of nonstock corporations, shall be considered as governing to the extent not inconsistent with the provisions of the Condominium Act, the Declaration and these By-Laws; the Council being considered the Corporation and the Owners being considered its members. This Council shall be incorporated as provided in the Condominium Act.

ARTICLE IV  
MEETINGS OF CONDOMINIUM ASSOCIATION

Section 1. Place of Meetings. Meetings of the Council shall be held at the principal office or place of business of the Regime, or at such other suitable place convenient to the Council as may be designated by the Condominium Board.

Section 2. Annual Meetings. The Organizational and First Meeting of the Council of this Regime shall be held within sixty (60) days after the date on which Units representing at least fifty percent (50%) of the votes in the Council for the Condominium have been conveyed by the Developer to initial purchasers of Units. Thereafter, annual meetings of the Council shall be held at such date and time and at such place as may be designated by the Condominium Board or the Manager of the Condominium. At such meeting there shall be elected by ballot of the Unit Owners a Condominium Board in accordance with the requirements of Section 5 of Article V of these By-Laws. The Council may also transact such other business of the Regime as may properly come before it.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Condominium Board or upon a petition signed by Unit Owners representing at least twenty-five percent (25%) of the total votes of the Regime having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary or his agent to mail by first class mail, a notice of each annual or special meeting, stating the purpose thereof, as well as the date, time and place where such meeting is to be held, to each Unit Owner of record, at his or her address as it appears on the Ownership Book of the Regime, or if no such address appears, at his or her last known address, not less than ten (10) nor more than ninety (90) days prior to such meeting, unless the Condominium Act provides for a shorter time, in which case the Condominium Act will control. Service may also be accomplished by the delivery of any such notice to the Unit Owner at his Condominium Unit or last known address. Notice by either such method shall be considered as notice served. Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Open Meeting. All meetings of the Condominium Association shall be open to all members of the Condominium Association and to the Owner (and other interested parties in the sole discretion of the Board of Directors or as required by law). Meetings of the Board of Directors shall be held in accordance with the provisions herein. Notwithstanding the foregoing and if permitted by applicable law, any action by the Condominium Association required or permitted to be taken at any meeting may be taken without a meeting if all the Owners shall individually or collectively consent in writing to such action. At least fifteen (15) days advance written notice of any such proposed action shall be given to the Owner. Any such written consent shall be filed with the minutes of the proceedings of the Condominium Association and a copy of such action shall be sent to the Owner.

Section 6. Quorum. The presence, either in person or by proxy, of Owners representing at least twenty-five percent (25%) of the total votes of the Regime shall be requisite for and constitute a quorum for the transaction of business at all meetings of the Council. In the absence of a quorum, the meeting may be adjourned from time to time by majority vote of those Owners present in person or by proxy, in accordance with the requirements of State law, including Section 5-206 of the Corporations and Associations Article, *Annotated Code of Maryland*, as amended from time to time, if applicable, and at any such adjourned meeting those owners present in person or by proxy shall constitute a quorum and any business may be transacted which may have been transacted at the meeting originally held.

Section 7. Voting. At every meeting of the Council, each of the Unit Owners shall have the right to cast the number of votes for each Unit on each question. The votes established in the Declaration shall be applicable to voting rights. The vote of the Unit Owners present and voting representing fifty and one-hundredth percent (50.01%) of the votes at that meeting shall be required, unless the question is one upon which, by express provision of the Condominium Act, the Declaration or these Condominium By-Laws, a different vote is required, in which case such express provision shall govern and control. No Unit Owner shall be eligible to vote at any annual or special meeting of the Council, or be elected to an office or to the Condominium Board if the Council has recorded a Statement of

27247 380

Condominium Lien against said Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 8. Proxies. A Unit Owner may appoint any other Unit Owner, the Developer (as defined in the Declaration), management agent, Mortgagee, attorney or lessee, as his proxy. Only a Unit Owner voting in person or a proxy voting for candidates designated by a Unit Owner may vote for members of the Condominium Board. Notwithstanding this provision, blank proxies may be used for any other purpose, including obtaining a quorum.

Proxies shall be effective for a maximum period of one hundred eighty (180) days following issuance, unless granted to a lessee or Mortgagee.

Section 9. Election Materials. Election materials prepared with funds of the Council must list candidates in alphabetical order and cannot indicate a preference among candidates.

Section 10. Powers. The Council has, subject to any provision of the Condominium Act, the Declaration and these Condominium By-Laws, the following powers:

(a) To have perpetual existence, subject to the right of the Unit Owners to terminate the Condominium Regime as provided in Section 11-123 of the Condominium Act;

(b) To adopt and amend reasonable rules and regulations;

(c) To adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from Unit Owners;

(d) To sue and be sued, complain and defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium;

(e) To transact its business, carry on its operations and exercise the powers provided in this subsection in any State, territory, district, or possession of the United States and in any foreign country;

(f) To make contracts and guarantees, incur liabilities and borrow money, sell, mortgage, lease, pledge, exchange, convey, transfer, and otherwise dispose of any part of its property and assets;

(g) To issue bonds, notes, and other obligations and secure the same by mortgage or deed of trust on any part of its property, franchises, and income;

(h) To acquire by purchase or in any other manner, to take, receive, own, hold, use, employ, improve, and otherwise deal with any property, real or personal, or any interest therein, wherever located;

(i) To hire and terminate managing agents and other employees, agents, and independent contractors;

(j) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of corporations of the State, or foreign corporations, and of associations, partnerships, and individuals;

(k) To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes named in the Declaration or in these By-Laws, and to take and to hold real and personal property as security for the payment of funds so invested or loaned;

(l) To regulate the use, maintenance, repair, replacement, and modification of Common Elements;

(m) To cause additional improvements to be made as a part of the General Common Elements;

(n) To grant easements, rights-of-way, licenses, leases in excess of one (1) year, or similar interests through or over the Common Elements in accordance with the Section 11-125(f) of the Condominium Act, and to assess responsibility for damages resulting therefrom;

(o) To impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements other than Limited Common Elements;

(p) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, these By-Laws, and any rules and regulations of the Council, under Section 11-113 of the Condominium Act;

(q) To impose reasonable charges for the preparation and recordation of amendments to the Declaration, these By-Laws, rules and regulations, or resolutions, resale certificates, or statements of unpaid assessments;

(r) To provide for the indemnification of and maintain liability insurance for officers, directors, and any managing agent or other employee charged with the operation or maintenance of the Condominium;

(s) To enforce the provisions of this title, the Declaration, these By-Laws, and any rules and regulations of the Council against any Unit Owner or occupant; and

(t) Generally, to exercise the powers set forth in the Condominium Act, Declaration and these By-Laws, and to do every other act not inconsistent with law, which



27247 382

may be appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration or these By-Laws.

Section 11. Annual Proposed Budget. Each year, at least thirty (30) days prior to its adoption at an open meeting of the Council, the Condominium Board, or the officers, managers, or agents of the Council as delegated by the Board, shall prepare a budget in a reasonably itemized form for the Council containing an estimate of the total amount which will be necessary to pay for the upcoming fiscal year, the costs for maintenance, management, operation, repair and replacement of the Common Elements, and the costs for wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, By-Laws, or a resolution of the Board. Such budget shall also include a reserve for contingencies and replacements. The Secretary of the Council or another delegated agent of the Condominium Board shall send a copy of the budget as so prepared to each Unit Owner at least thirty (30) days prior to the open meeting. After receiving comments on the budget at the open meeting, the Board will adopt a budget for the Council for the next fiscal year.

Any expenditure other than those made because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Unit Owners, or a significant risk of damage to the Condominium that would result in an increase in the annual assessment in excess of fifteen percent (15%) of the budgeted amount previously adopted, shall be approved by an amendment to the budget adopted at a special meeting upon not less than ten (10) days written notice to the Council.

The adoption of a budget shall not impair the powers of the Council to obligate the Council for expenditures for any purpose consistent with the Condominium Act.

Section 12. Waiver. The omission of the Council or the Condominium Board, before the expiration of any budget period, to adopt a budget hereunder for that period, or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or the Condominium Act, or a release of assessment installment thereof, for that or any subsequent budget period, but the budget fixed for the preceding period shall continue until a new budget is fixed. No Unit Owner may exempt himself from liability for assessment by a waiver of the use or enjoyment of any of the Common Elements, or by abandonment of any Unit belonging to him. Expenditures increasing the annual assessment in excess of fifteen percent (15%) shall be levied as provided in the Condominium Act.

## ARTICLE V DIRECTORS

Section 1. Number and Qualification. The affairs of the Regime shall be governed by the Condominium Board (hereinafter sometimes referred to as the "Board") comprised of three (3), five (5) or seven (7) Directors. From and after the First and Organizational Meeting, the number of Directors shall be determined by a simple majority vote of the Owners at the meeting electing such directors. Notwithstanding the preceding sentence, the

27247 383

Condominium Board shall be comprised initially of three (3) persons, until their successors are elected as hereinafter provided.

Section 2. Initial Directors. The initial Directors shall be selected by the Developer and need not be Unit Owners. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records of Prince George's County, Maryland, until such time as their successors are duly chosen and qualified shall be Daniel J. Gough, Robert F. Foy and Michael T. Collins. These Directors shall serve until the Organizational and First Meeting of the Council, at which time the Unit Owners shall elect a Board, all as prescribed herein. Initial Directors may be removed and their successors appointed by the Developer, its successors and assigns.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Regime and may do all such acts and things as are not, by law or by these Condominium By-Laws, directed to be exercised and done by the Council. The powers and duties of the Board shall include, but not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Regime, as it is constituted from time to time and its General and Limited Common Elements, and services and maintenance of the Unit exteriors in a manner consistent with the law, and the provisions of the Declaration and these By-Laws;

(b) To establish and provide for the collection of assessments and fines, if levied, from the Unit Owners and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of the Declaration and these By-Laws;

(c) To designate, hire and/or dismiss the personnel necessary for the good working order of the Regime and for the proper care of the General and Limited Common Elements, and to provide services for the Regime in a manner consistent with all applicable State and local laws, the Declaration and these By-Laws;

(d) To promulgate and enforce such rules and regulations, and such restrictions or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the Regime and the use and maintenance of the General and Limited Common Elements, as they are designated, to prevent unreasonable interference with the use and occupancy of the Regime and of the General and Limited Common Elements by the Unit Owners and the quiet enjoyment of the same, all of which are to be consistent with all applicable State and local laws, the Declaration and these By-Laws; provided, however, that certain Common Elements may not be accessible for certain times due to inclement weather and other similar circumstances;

(e) Procure bids or otherwise establish the fixed cost of all labor, materials, services, utilities and other items required for the operation, maintenance and care of the Condominium, and the convenience of the Unit Owners; review and analyze all cost and

expense factors arising out of or otherwise related to the Condominium, together with the benefits and advantages to be derived therefrom; determine and fix a detailed annual budget for the project, and upon the establishment of such budget, assess and collect the funds therefor as a Common Expense;

(f) Impose and collect reasonable charges for the preparation, copying and recordation of any documents related to the Condominium; and impose and collect reasonable fines for the violations of the Condominium Declaration, these By-Laws and the rules and regulations of the Condominium Association;

(g) Establish and maintain an accurate and efficient cash and accounting system, make collections and deposit of funds in such banks, trust companies, or other depositories as the Condominium Board shall from time to time approve, verify and account for all receipts and expenditures involved in the operation of the Condominium, approve or disapprove all requisitions, bills, statements and vouchers, pay all costs and expenses incurred in the operation and maintenance of the Condominium, designate signatories to which bank or other accounts shall be subject, keep and preserve, at the principal office of the Condominium, rosters, books, accounts and records covering the operation of the Condominium and execute and file any statement, certificate, affidavit, return or other form required to be filed with any governmental agency in connection with any income or unemployment, social security or employee benefit tax, or the withholding of any tax, or any information relative to the foregoing, and prepare and submit such account or accounts of the financial condition of the Condominium as may from time to time be required or advisable;

(h) Procure and maintain all policies of insurance required by the Condominium Act, by these By-Laws, or by the Condominium Association, or otherwise deemed advisable; designate a trustee or trustees, or other person, firm or corporation as the nominal beneficiary of any policy, to hold proceeds payable thereunder for the use and benefit of the Condominium Association; negotiate and adjust any loss occurring under any policy of insurance; and make any repair, replacement or restoration of the property damaged or destroyed by fire or other casualty insured against; and

(i) Prepare, with the assistance of an accountant, if deemed necessary, and file all income tax returns and other tax returns, declarations, and other forms required of the Condominium Association by law, and arrange for payment of any tax shown thereby to be due.

Section 4. Management Agent. The Condominium Board may employ for the Regime a professional Management Agent at a rate of compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not necessarily limited to, the duties set out in Section 3 of this Article V, other than those duties reserved to the Council or Board by the Declaration, By-Laws or Condominium Act. Any professional management company so employed must have and maintain fidelity bond coverage in an amount equal to or greater than the amount specified in Section 14 of this Article V.

27247 385

Section 5. Elections, Terms of Office, Composition of Board. The terms of the Directors named herein shall expire when their successors have been elected at the Organizational and First Meeting of the Council and are duly qualified. At the First Meeting of the Council, the Unit Owners shall elect the Condominium Board and the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the next greatest number of votes shall be fixed for two (2) years and the Director receiving the next least number of votes, shall be for one (1) year. In the event the number of Directors is increased to five (5), then the two (2) Directors receiving the greatest number of votes shall be fixed for three (3) years; the term of office of the next two (2) Directors receiving the next greatest number of votes shall be fixed for two (2) years; and the Director receiving the next least number of votes, shall be for a term of one (1) year. In the event the number of Directors is increased to seven (7), then the three (3) Directors receiving the greatest number of votes shall be fixed for three (3) years; the term of office of the next three (3) Directors receiving the next greatest number of votes shall be fixed for two (2) years; and the Director receiving the next least number of votes, shall be for a term of one (1) year. At each annual meeting thereafter, a successor shall be elected to each Director whose term then expires, to serve for a term of three (3) years.

(a) In the event the number of Directors on the Board is remains at three (3), the composition of the Board shall be: one (1) Residential Unit Owner, one (1) office Commercial Unit Owner and one (1) retail Commercial Unit Owner.

(b) In the event the number of Directors is increased to five (5), the composition of the Board shall be: two (2) Residential Unit Owners, two (2) office Commercial Unit Owners and one (1) retail Commercial Unit Owner.

(c) In the event the number of Directors is increased to seven (7), the composition of the Board shall be: two (2) Residential Unit Owners, three (3) office Commercial Unit Owners and two (2) retail Commercial Unit Owners.

(d) If, in the event that the composition requirements in this Section 5 cannot be satisfied, due to shortage of Owners from any category, lack of nominations of Owners from any category or lack of voluntary nominations of Owners from any category, then any Owner from any category may be elected such that the number of Directors agreed-upon by simple majority vote is attained.

Section 6. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Council at the next annual meeting.

Section 7. Removal of Directors. At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire Council and a successor may then be elected to fill the vacancy thus created. Any Director

whose removal has been proposed by the Council shall be given an opportunity to be heard at the meeting. The term of any Director who has an unreleased Statement of Lien recorded against him shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. Except for those Directors named as such in Section 2 of this Article, and any of their successors elected prior to the Organizational and First Meeting of the Council, no remuneration shall be paid to any Director who is also a Unit Owner for services performed by him for the Regime in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board before the services are undertaken.

Section 9. Organizational Meeting. The First Meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10. Regular Meetings. At least annually, the Board shall send each Unit Owner notice of its meetings. All meetings of the Board shall be open for Unit Owners (except as provided in the Condominium Act) to attend. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year.

(a) Notice of meetings of the Council or the Condominium Board may not be given on less notice than required by Section 11-109 (c) of the Condominium Act.

(b) The Council shall maintain a current roster of names and addresses of each Unit Owner to which notice of meetings of the Condominium Board shall be sent at least annually.

(c) Each Unit Owner shall furnish the Council with his name and current mailing address. A Unit Owner may not vote at meetings of the Council until this information is furnished.

Section 11. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director and Unit Owner, given personally or by mail, facsimile transmission, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting; provided, however, that Unit Owners shall not be furnished notice of special meetings of the Board if such special meeting shall solely address any matter covered by Section 11-109.1 of the Condominium Act. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 12. Waiver of Notice. Before, or at, any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the

giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof.

Section 13. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If any meeting of the Board has less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, following an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Fidelity Bonds. The Board shall require that all officers and employees of the Council handling or responsible for Council or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council. The amount of each bond shall not be less than the estimated maximum amount of funds to be handled for the Council. In no event may the amount of such bonds be less than a sum equal to three (3) months assessments on all Units plus reserve funds.

#### ARTICLE VI OFFICERS

Section 1. Designation. The principal officers of the Council shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. Officers elected by the initial Directors need not be Unit Owners. After the Organizational and First Meeting of the Council, the Board may elect officers who need not be Unit Owners except that the President must always be a Unit Owner. The Directors may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. Upon any affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the Chief Executive Officer of the Council and a member of the Board. He shall preside at all meetings of the Council and the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to, the power to appoint committees from among the Unit Owners, or other persons whom he feels are qualified, from time to time, as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council.

Section 4. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member

of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Council; he shall have charge of the "ownership" and such other books and papers as the Board may direct; and he shall, in general, perform all the duties incidental to the office of Secretary, including counting the votes at meetings of the Council. In the Secretary's absence, the President shall designate some other person to perform these duties.

Section 6. Treasurer. The Treasurer shall have responsibility for Council funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Council in such depositories as may from time to time be designated by the Board. The Board may delegate any or all of these duties to a Management Agent or banking institution.

Section 7. Compensation. The Board shall have the power to fix the compensation for all officers of the Council who are not Unit Owners, but shall have the power to fix the compensation for all officers of the Council who are Unit Owners only with the approval of the Council.

## ARTICLE VII

### LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Liability and Indemnification of Officers and Directors. The Council shall indemnify every officer and Director of the Council against any and all expenses, including counsel fees, reasonably incurred or imposed upon any officer or Director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding, if approved by the then Board, to which he may be made a party by reason of being or having been, an officer or Director of the Council, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Council shall be liable to the Council and the Unit Owners for any gross negligence, including their own individual willful misconduct or bad faith, but shall not be liable for mistakes of judgment or otherwise if made in good faith nor incur any personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council (except to the extent that such officers or Directors may also be Unit Owners), and the Council shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Council, or former officer or Director of the Council, may be entitled.

Section 2. Other Interests.

(a) The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Council.

(b) No other contract or other transaction between the Council and any corporation or other entity or person and no act of the Council or Condominium Board shall in any way be affected or invalidated by the fact that any member of the Council or Condominium Board is pecuniarily or otherwise interested in, or is a director or officer of such other corporation or entity; any director individually, or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction with the Council provided that the fact that he or such firm is so interested shall be disclosed and shall have been known to the Condominium Board or a majority thereof; and any Director of the Council who is also a director or officer of any such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Council or the Condominium Board thereof which shall authorize any such contract or transaction, and any such contract or transaction shall be valid if approved by a majority vote of disinterested directors, even if the disinterested directors constitute less than a quorum.

**ARTICLE VIII**  
**MANAGEMENT**

Section 1. Management and Common Expenses. The Board shall manage, operate and maintain the Regime and, for the benefit of the Units and the Unit Owners thereof, shall enforce the provisions hereof and may pay out of the Common Expenses, herein or elsewhere provided for, the following, which itemization shall not act as a limitation on the Board:

(a) The cost of providing water, sewer, gas, electric, cable, and other utility services for the Common Elements and to the extent that the same are not separately metered or billed to each Unit, for the Units; provided that if the same are separately metered or billed to each Unit, the cost shall be specially assessed pursuant to Section 1(g) of this Article;

(b) The cost of fire and extended liability insurance on the Common Elements and the cost of such other insurance as the Board or the Council may effect;

(c) The cost of the services of a person or firm to manage the Regime to the extent deemed advisable by the Council, together with the services of such other personnel as the Board or the Council shall consider necessary for the operation of the Regime;

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Regime;

(e) The cost of painting, maintaining, replacing, repairing and landscaping the Common Elements and any other areas of a Unit or Common Elements which are the responsibility of the Council pursuant to the Declaration and By-Laws, including such



27247 390

furnishing and equipment for the General and Limited Common Elements as the Board shall determine necessary and proper; and the Board shall have the exclusive right and duty to acquire the same, provided, however, that nothing herein contained shall require the Council to paint, repair, or otherwise maintain the interior of any Unit or any fixtures or equipment located therein except for damage resulting from a casualty which is covered by Condominium Insurance and further provided that the Council shall maintain the General and Limited Common Elements and any other areas which are the responsibility of the Council in accordance with the Estimated Common Area Charges (CAM) described in the budget for the Council;

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repair, taxes, assessments or the like which the Council is required to secure, to pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the General and Limited Common Elements;

(g) The cost of utilities which may be separately metered or billed to a Unit (as described in paragraph (a) above), or the maintenance or repair of any Unit in the event such maintenance or repair is necessitated due to such Unit Owner's negligence, misuse or neglect, which shall be determined in the sole discretion of the Board; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board, and not without reasonable written notice to the Unit Owner of the Unit proposed to be maintained or repaired; and provided further that the cost thereof shall be assessed against the Unit on which such maintenance or repair is performed, and when so assessed, a statement for the amount thereof shall be rendered promptly to the Owner of said Unit, at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects as provided in Article IX of these By-Laws;

(h) Any amount necessary to discharge any lien or encumbrance levied against the Regime or any portion thereof, which may, in the opinion of the Board, constitute a lien against any of the General or Limited Common Elements rather than the interest of the Unit Owner of any individual Unit; and

(i) The cost of any maintenance, repair or replacement contracted for between the Council or its Management Agent and individual Unit Owners having to do with an individual Unit, which cost shall be a Common Expense only with respect to that Unit, and that the cost thereof shall be assessed against the Unit on which such maintenance, repair or replacement is performed and when so assessed, a statement for the amount thereof shall be rendered promptly to the then Unit Owner of said Unit, at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects as provided in Article IX of these By-Laws.

**Section 2. Manager.** The Board shall delegate such of its duties, powers or functions to the Manager, as the Board shall authorize from time to time; provided, however, the selection of the Manager for the Council shall be made by the Architectural Committee, or if none, then by the Board.

27247 391

Section 3. Easements, Licenses and Rights of Way for Utilities and Related Programs. The Council, through its Board, is authorized and empowered to grant, subject to the provisions of the Condominium Act, if any, including notice to Unit Owners, hearing requirements and right of Unit Owners to override a grant made by the Board, and shall from time to time grant such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, t.v. antennas, underground conduits and/or such other purposes related to the provision of public utilities to the Regime, or for any other purpose as may be considered necessary and appropriate by the Board for the orderly maintenance, preservation and enjoyment of the General and Limited Common Elements for the preservation of the health, safety, convenience and/or welfare of the Unit Owners and the Developer and/or as required or permitted by the Declaration.

Section 4. Limitation of Liability. The Council shall not be liable for any failure of water supply or other utilities or services to be obtained by the Council or paid for out of the Common Expenses. The Council shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the General or Limited Common Elements. No diminution or abatement of Common Expense Assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the General or Limited Common Elements, separately contracted maintenance to a Unit, or from any action taken by the Council to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

## ARTICLE IX CONDOMINIUM FEES/ASSESSMENTS

### Section 1. Annual Condominium Fees/Assessments.

(a) Commencing with the recordation of the Declaration to establish the Condominium Regime, each Unit Owner shall pay to the Council, that Unit Owner's proportionate share of the sum required by the Council pursuant to the Percentage Interest Factor in Common Expenses and Common Profits as set forth in the Declaration (the "Annual Assessments"), to meet its annual budget, including but in no way limited to, the following:

(1) The cost of all operating expenses of the Regime as the same may be constituted from time to time, and services furnished, including charges by the Council for facilities and services furnished by it;

(2) The cost of necessary management and administration, including fees paid to any Management Agent;

(3) The amount of all taxes and assessments levied against the Council or upon any property which it is otherwise required to pay, if any;

27247 392

(4) The cost of public liability, fire and extended coverage insurance on the Regime and the cost of such other insurance as the Council or the Board may effect;

(5) The cost of furnishing water, electricity, telephone, heat, gas, garbage and trash collection and/or utilities, to the extent furnished by the Council;

(6) The cost of funding all reserves established by the Council including, when appropriate, a general operating reserve and/or reserve for replacements;

(7) The estimated cost of repairs, maintenance and replacements of the Regime, including Common Elements to be made by the Council; and

(8) The cost of all operating expenses, including without limitation, contracts for landscaping, alarm systems, pest extermination, and snow removal, and for the repairs, maintenance and replacement of elevators, parking areas, exterior walkways, and signage.

Each Annual Assessment levied under the provision hereof shall be paid in an amount based upon each Unit Owner's proportionate share of the sum required by the Council pursuant to the Percentage Interest Factor in Common Expenses and Common Profits as set forth in the Declaration and in the annual budget, and shall be paid in twelve (12) equal and successive monthly installments, beginning on the first day of the first month of the fiscal year for which levied, and continuing on the first day of each and every succeeding month thereafter until fully paid; provided, however, that (i) the first Annual Assessment shall be paid in such number of equal, or unequal, monthly installments as the Condominium Board shall determine, and (ii) the first Annual Assessment shall not begin to accrue until the first day of the first fiscal year.

Any Special Assessment levied under the provisions of Section 2 of this Article IX shall be due and payable fifteen (15) days after the date of levy of such Special Assessment, and the serving of notice thereof upon the Unit Owners, or at such other time or times as may be provided by the Condominium Board in making such Special Assessment.

If record title to a Unit is conveyed during the period covered by a monthly installment of an Annual or Special Assessment, the Unit Owner of such Unit immediately before such conveyance, and the Unit Owner of such Unit immediately after such conveyance, shall each be fully liable to the Condominium Association for the entire amount of such installment, and shall each be subject to all remedies available to the Condominium Association for the collection of such installment, as described herein, provided that there shall be but one satisfaction of the claim. If record title to a Unit is conveyed (i) during the period covered by an Annual Assessment not payable in installments, or (ii) within one hundred eighty (180) days after the date of a Special Assessment not payable in installments, the Unit Owner of such Unit immediately before such conveyance, and the Unit Owner of such Unit immediately after such conveyance,

shall each be fully liable to the Condominium Association for the entire amount of such Annual Assessment or Special Assessment, as applicable, and shall each be subject to all remedies available to the Condominium Association for the collection of such Annual Assessment or Special Assessment, as provided in these By-Laws, and further provided that there shall be but one satisfaction of the claim. Each such Unit Owner shall be entitled to exercise any right of contribution which it may have against the other such Unit Owner at law or in equity, or by contract, but the exercise of any such right of contribution shall not be permitted to delay or otherwise impair the collection of such Annual Assessment or Special Assessment, or installation thereof, by the Condominium Association. The provisions of this paragraph shall not apply, however, to any conveyance of a Unit by the Developer.

(c) In addition, each Unit Owner shall pay to the Council the amount of any fine levied against him pursuant to any rules and regulations for fining promulgated by the Board in accordance with the procedures in these By-Laws.

(d) The Board shall determine the amount of the assessment annually by preparation and adoption of an annual proposed budget as provided in Section 11-109.2 of the Condominium Act.

**Section 2. Special Assessments.** Notwithstanding the provisions of Article IV, Section 10, and in addition to the regular Annual Assessment authorized by this Article, the Council may levy in any assessment year a Special Assessment or Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Regime, as then constituted, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate, provided that any such assessment shall have the assent of the Owners representing fifty-one percent (51%) of the total votes of the Regime. A meeting of the Unit Owners shall be duly called for this purpose, written notice of which shall be sent to all Owners and any other persons or entities entitled to notice of special meetings at least ten (10) days, but not more than ninety (90) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

**Section 3. Reserve for Replacements and Working Capital.** The Council shall establish and maintain a reserve fund for replacements, by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be deposited into a special account with a lending institution, whose accounts are insured by an agency of the United States of America, or may, in the discretion of the Board, be invested in the obligations of, or fully guaranteed as to principal, by the United States of America, states, municipalities or counties thereof. The reserve for replacements may be expended only for the purpose of periodic maintenance, repair and replacement. The amounts required to be allocated to the reserve for replacements may be reduced by appropriate resolution of the Board provided that such resolution is approved by the affirmative vote of the Unit Owners representing at least sixty-six and two-thirds percent (66 2/3 %) of the total votes of the Regime at any meeting of the Council duly called for in accordance with the applicable

27247 394

provisions of the Condominium Act and these By-Laws. The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Unit to which it appertains, and shall be deemed to be transferred with such Unit.

In addition, each Owner of a Residential Unit shall pay at settlement of his Unit, the sum equal to two (2) months' of the applicable assessment for the type of Unit to the Council, to be used by the Council to defray initial operating expenses. Each Owner of a Commercial Unit shall pay the sum equal to two (2) months' of the then applicable assessment to the Council upon occupancy and use of his Commercial Unit.

**Section 4. Disposition of Common Profits.** All Common Profits shall be disbursed to the Unit Owners, be credited to their assessments for Common Expenses in proportion to their percentage interests in Common Profits and Common Expenses, or be used for any other purpose as the Council determines.

**Section 5. Liability for Assessments.** A Unit Owner shall be liable for all assessments or installments thereof coming due while he is the owner of a Unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the Common Expenses up to the time of the voluntary grant for which a statement of lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

**Section 6. Imposition of Lien.** Payment of assessments, together with interest, late charges, if any, costs of collection and reasonable attorney's fees may be enforced by the imposition of a lien on a Unit in accordance with the provisions of the Maryland Contract Lien Act. Suit for any deficiency following foreclosure may be maintained in the same proceeding, and suit to recover any money judgment for unpaid assessments may also be maintained in the same proceeding, without waiving the right to seek to impose a lien under the Maryland Contract Lien Act.

**Section 7. Interest on Unpaid Assessments; Late Charges; Demand for Payment of Remaining Annual Assessment.**

(a) Any assessment or installment thereof not paid when due shall bear interest at the option of the Council, from the date when due until paid, at the rate of eighteen percent (18%) per annum.

(b) There shall be a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater. This late charge shall not be imposed more than once for the same delinquent payment, but will be imposed on accounts where payments have not been received by the fifteenth (15th) of the month.

27247 395

Section 8. Assessment Certificates. The Council shall, upon demand, furnish to any Unit Owner liable for any assessment, fine or other charge levied pursuant to the Condominium By-Laws (or to any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council, or its agent, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed the greater of Twenty-Five Dollars (\$25.00) or one-half percent (1/2%) of the monthly assessment may be levied in advance by the Council for each certificate so delivered.

Section 9. Acceleration of Installments. Upon default in the payment of any one or more monthly regular assessment installments levied pursuant to these By-Laws, and upon any required notice under the Condominium Act, the entire balance of said assessment may be accelerated, at the option of the Board, and be declared due and payable in full, which will be enforceable in accordance with the provisions of the Maryland Contract Lien Act.

Section 10. Subordination and Mortgagee Protection.

(a) Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any Unit in the Regime shall be subordinate to, and shall in no way affect the rights of the Holder of any indebtedness secured by any recorded first mortgage, meaning a mortgage with priority over other mortgages; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessments, which lien, if claimed, shall have the same effect and be enforced in the same manner as provided herein.

(b) No amendment to these By-Laws shall affect the rights of the Holder of any such mortgage, or the indebtedness secured thereby, recorded prior to recordation of such amendment, unless the Holder thereof, or of the indebtedness secured thereby, shall join in the execution of such amendment.

(c) The Board may, in its sole and absolute discretion, extend the provisions of this Section to the Holders of a mortgage, or the indebtedness secured thereby, not otherwise entitled thereto.

Section 11. Definition. As used herein, the term "mortgage" shall include a mortgage, deed of trust or similar security instrument and the terms "Holder" or "Mortgagee" shall include the party secured by any deed of trust, any beneficiary thereof and the trustees named therein, their successors and assigns.

ARTICLE X  
HEARING PROCEDURES

Section 1. Statement of Purpose. It is the declared intention of the Council that rules and regulations shall be adopted freely by the Architectural Committee (or if none, then by the Condominium Board, if applicable), and without the requirement of a vote of the Council as a requisite to their adoption, provided that the rules and regulations shall be adopted in accordance with the requirements of the Condominium Act. All rules and regulations are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these By-Laws. Should any adopted rules or regulations contradict any provisions of these By-Laws, as amended, such provisions of these By-Laws shall take precedence. If there are any initial Rules and Regulations, they are attached hereto as Exhibit B-1.

Section 2. Rules and Regulations. All rules and regulations may be proposed by the Architectural Committee (or Condominium Board, if applicable) provided that:

- (a) Each Unit Owner shall be mailed or delivered:
  - (1) a copy of the proposed rules and regulations;
  - (2) notice that Unit Owners are allowed to submit written comments on the proposed rules and regulations; and
  - (3) notice of the proposed effective date of the proposed rules and regulations.
- (b) Before a vote is taken on a proposed rule, an open meeting is held to allow each Owner or Tenant to comment on the proposed rule and regulation.

Section 3. Hearing and Comment.

- (a) The open meeting may not be held unless each Owner receives written notice at least fifteen (15) days before the meeting, a representative of the Architectural Committee (or if no Architectural Committee currently exists, then a quorum of the Condominium Board) is present, and after notice has been given to the Owners, the proposed rule and regulation is passed at a regular or special meeting by the Architectural Committee (or majority vote of the Condominium Board, if applicable).
- (b) The vote on the proposed rule and regulation shall be final unless:
  - (1) Within fifteen (15) days after the vote to adopt the proposed rule and regulation, fifteen percent (15%) of the Council signs and files a petition with the Architectural Committee (or Condominium Board, if applicable) calling for a special meeting;
  - (2) A quorum of the Council attends the meeting; and
  - (3) At the meeting, fifty and one hundredth percent (50.01%) of the Unit Owners present and voting disapprove the proposed rule and regulation, and the Unit

27247 397

Owners voting to disapprove the proposed rule are more than thirty-three percent (33%) of the total votes in the Condominium.

(i) During the special meetings held under paragraph (b) of this subsection, Unit Owners, Tenants, and Mortgagees may comment on the proposed rule.

(ii) A special meeting held under paragraph (b) of this subsection shall be held:

a. After the Unit Owners and any Mortgagees have at least fifteen (15) days' written notice of the meeting; and

b. Within thirty (30) days after the day the petition is received by the Architectural Committee (or Condominium Board if applicable).

(c) Each Unit Owner or Tenant may request an individual exception to a rule and regulation adopted while the individual was the Unit Owner or Tenant of the Condominium.

(1) The request for an individual exception under paragraph (c) of this subsection shall be:

a. In writing;

b. Filed with the Architectural Committee (or Condominium Board, if applicable) that voted to adopt the proposed rule and regulation; and

c. Filed within thirty (30) days after the effective date of the rule and regulation.

(d) Each rule and regulation adopted under this Section shall state that the rule and regulation was adopted pursuant to the provisions of Section 11-111 of the Condominium Act.

#### Section 4. Right of Appeal.

(a) Each Unit Owner shall have a right to appeal to the Board for an individual exception to any rules or regulations adopted by the Architectural Committee (or Condominium Board, as the case may be).

(b) The appeal period shall begin on the effective date of the rules and regulations, and shall run for a period of thirty (30) days.

(c) No appeals shall be considered, except by permission of the Architectural Committee (or Condominium Board, as applicable), if filed after the expiration of the appeal period.



27247 398

(d) All appeals shall be in writing, shall be signed and dated by the Unit Owner or Owners making such appeal, and shall be delivered to a member of the Architectural Committee (or Board, if applicable). The Architectural Committee (or Board, if applicable) shall consider all appeals and shall render a decision at its next regularly scheduled meeting. Said decision shall be in writing and shall be addressed to the Unit Owner or Owners making the appeal. If the Architectural Committee (or Board, if applicable) shall deny an appeal, there shall be no requirement of publication as to the denial.

(e) If the Architectural Committee (or Board, if applicable) shall uphold any appeal, thus granting an individual exception to an adopted rule, the Architectural Committee (or Board, if applicable) shall publish or communicate in a reasonable manner to the Council an explanation of the reasons for granting the exception.

## ARTICLE XI INSURANCE

### Section 1. Insurance.

(a) The Board, acting on behalf of the Council, shall obtain and maintain, to the extent reasonably available, the following insurance as a Condominium Master Insurance Policy, which shall be an item of Common Expenses:

(1) Property insurance on the General Common Elements and Limited Common Elements, and Units, exclusive of improvements and betterments installed in Units by Unit Owners, insuring against all risks of direct physical loss commonly insured against or such other insurance as deemed appropriate to protect the Council, the individual Owners, and the Condominium from risks customarily associated with projects similar in construction, location and use. The total amount of insurance after application of any deductibles may not be less than eighty percent (80%) of the actual cash value of the insured property, exclusive of land, excavations, foundations, and other item normally excluded from property policies; and

(2) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Condominium Board, but not less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements; and

(3) Public liability insurance policy covering the Council, its officers, directors and agents, and also covering the Architectural Committee, if any, and its members and agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence.

(b) The Council shall give notice to all Unit Owners of the termination of any insurance policy within ten (10) days of termination. The Council, in any event, may carry any other insurance it deems appropriate to protect the Council or the Unit Owners.

(c) Insurance policies carried pursuant to subsection (a) shall provide that:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Council;

(2) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;

(3) Any act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Council, does not void the policy and is not a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.

(d) Any loss covered by the property policy under subsection (a)(1) shall be adjusted with the Council, but the insurance proceeds for that loss shall be payable to any Insurance Trustee designated for that purpose, or otherwise to the Council, and not to any Mortgagee. The Insurance Trustee or the Council shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Except as otherwise provided herein, the proceeds shall be disbursed for the repair or restoration of the damaged Common Elements and Units, and the Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the Condominium is terminated.

(e) Any insurance policy issued to the Council does not prevent a Unit Owner from obtaining insurance for his own benefit.

(f) An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Council and, upon request, to any Unit Owner, Mortgagee, or beneficiary under a deed of trust. The insurance may not be canceled until thirty (30) days after the notice of the proposed cancellation has been mailed to the Council, each Unit Owner, and each Mortgagee to whom certificates of insurance have been issued.

(g) It is recommended by the Board that each Unit Owner should obtain his own insurance policy on his Unit in the HO-6 form with an "improvements and betterments," "alterations and additions", or similar endorsement. NOTICE IS HEREBY GIVEN BY THE DEVELOPER THAT THE CONDOMINIUM MASTER POLICY REFERRED TO IN SECTION 1 OF THIS ARTICLE DOES NOT INSURE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, BETTERMENTS OR MODIFICATIONS TO ANY UNIT AS SOLD BY THE DEVELOPER. Each Unit Owner shall be required at all times to carry appropriate

27247 400

insurance coverage for his Unit in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) to cover such Owner's improvements and betterments.

(h) No Owner shall do or permit anything to be done or any condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of any of the insurance policies described herein or cause an increase in the premium paid for such insurance. If any Owner does or permits any Increased Risk, then such Owner shall pay the Council promptly upon demand, for any additional premiums payable which are attributable to such increased risk. Payment of such additional premiums will not excuse the Owner from immediately terminating or removing the Increased Risk, unless the Council, acting and through the Board, shall agree in writing to permit such Increased Risk to remain.

## ARTICLE XII CASUALTY DAMAGES

### Section 1. Use of Insurance.

(a) Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Council unless:

(1) The Condominium is terminated;

(2) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or

(3) Eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild.

(b) The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the cause of any damage to or destruction of any portion of the Condominium originates from the Common Elements or a Unit, the Council of Unit Owners' property insurance deductible is a common expense; provided, however, that an Owner of a Unit where the cause of the damage or destruction originated is responsible for the Council of Unit Owner's property insurance deductible up to a maximum of One Thousand Dollars (\$1,000.00) or such other limit as may be prescribed from time to time by the Act; and further, provided, that the Council of Unit Owners' property insurance deductible amount exceeding One Thousand Dollars (\$1,000.00) or such limit set by the Act, is a common expense. The Council may make an annual assessment against the Owner responsible under the preceding sentence in accordance with Section 11-110 of the Condominium Act.

(c) If the entire Condominium is not repaired or replaced:

(1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

27247 401

(2) The insurance proceeds attributable to the Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned; and

(3) The remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their Common Element interest.

(d) If the Unit Owners vote not to rebuild any Unit, that Unit's entire Common Element interest, votes in the Council, and Common Expense liability are automatically reallocated upon the vote as if the Unit had been condemned, and the provisions of the Declaration shall govern; and the Council shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, the Condominium Act (Section 11-114) governs the distribution of insurance proceeds if the Condominium is terminated.

### ARTICLE XIII MAINTENANCE, REPAIR AND REPLACEMENT

Section 1. Maintenance by Owners. Except as otherwise provided in Section 2 of this Article XIII, each Unit Owner shall maintain, repair and replace all portions of his Unit and the Limited Common Elements appurtenant thereto, and each improvement thereon or therein, except those portions of or duties with respect to the Limited Common Elements or Units which are, under the provisions of the Declaration or these By-Laws, to be undertaken by the Council. Each Unit Owner shall keep his Unit and the Limited Common Elements appurtenant to his Unit in an orderly, neat and clean condition. By way of example and not as a limitation, the following items of maintenance, repair and replacement shall be performed by the Unit Owners and such maintenance, repair and replacement shall not be the responsibility of the Council or an item of Common Expense:

A. Any heating and air conditioning systems, hot water heaters, smoke detectors, fixtures, equipment and appliances and all chutes, flues, ducts, conduits, wires, pipes or other apparatus installed or contained within the Unit or located in the Limited Common Elements. Additionally, to prevent freezing of any water in any pipe, plumbing fixture or other facility in the Condominium, and to minimize the heating costs of any adjacent Units and Common Elements, each Unit Owner, at his own expense, shall maintain the temperature inside his Unit at not less than 62 degrees Fahrenheit throughout each calendar year. Furthermore, each Unit Owner shall shut off any water main serving such Unit if the Unit Owner will not be occupying the Unit for more than five (5) consecutive days.

B. All windows, storm windows, screens and the exterior doors and window frames, including any sliding glass doors and the seals or glazing thereof (and further provided, any replacements of windows and doors may only be replaced with similar materials);

27247 402

C. All chutes, flues, ducts, conduits, wires, water pipes, sewer pipes, sprinkler pipes and condensate lines or other apparatus whether or not installed or contained within the Unit, but serving only that one Unit, including the inspection, cleaning or flushing of all such items at least once annually; and

D. Any alteration or modification to a Unit or to the Limited Common Elements appurtenant, thereto unless such responsibility is expressly assumed by the Council in the architectural approval of same.

Each Owner shall perform such maintenance, repairs and replacements in such manner and at such hours as to not unreasonably disturb any other Unit Owner.

In the event any Owner fails to maintain, repair or replace all portions of his Unit or Limited Common Elements as set forth herein, it shall be deemed a violation of these By-Laws, and, in addition to the right of entry by the Council to remedy the violation, the Council may assess the Owner for any expenses incurred by the Council (including but not limited to administrative costs and attorneys' fees relating to pursuit of the violation) for maintenance, repair or replacement of the Unit, the Limited Common Elements or for repairs or replacements to other Units or the Common Elements resulting from the negligent act, the failure to act, or the failure of such Owner, his family members, Tenants, invitees or other user of the Unit to maintain, repair or replace all portions of the Unit. Such expenses may be levied and the collection of such expenses may be enforced against the Owner in the same manner as regular Assessments.

Section 2. Maintenance by the Council. Except as provided elsewhere in the Declaration or these By-Laws, the Council shall maintain, repair, and replace all Common Elements, the costs of which shall be a Common Expense; provided, however, the Council shall not be responsible for repair, maintenance or replacement of any Limited Common Elements. By way of example and not as a limitation, the following items of maintenance, repair and replacement shall be performed by the Council and such maintenance, repair and replacement shall be an item of Common Expense:

A. All maintenance, repair and replacement of the General Common Elements (including the roof and exterior walls of the Building, roadways and walkways, parking areas, water and sewer facilities, and any signage located in the General Common Elements);

B. The removal of snow from the General Common Elements (including roadways, walkways, parking areas, and entrance ways);

C. The maintenance and upkeep of all interior and exterior landscaping;

D. The painting, where applicable, of any interior or exterior areas of the Building (including lobby areas, hallways, and stairways) located in the General Common Elements

27247 403

and 4<sup>th</sup> floor hallways which are Limited Common Elements and bathrooms which are Limited Common Elements on the 2<sup>nd</sup> and 3<sup>rd</sup> floors; and

E. Cleaning the exterior of all window glass, periodic painting of exterior doors appurtenant to office space Commercial Units and Residential Units, and cleaning of the exterior doors appurtenant to retail Commercial Units, shall be an operating expense of the Council and paid as a Common Expense.

Section 3. Additions, Alterations, Improvements and Decorations.

(a) Except as otherwise provided herein or in the Condominium Declaration, or in Subsection (b) of this Section 3, no Unit Owner, except the Developer, shall make (i) any structural addition, alteration or improvement to his Unit or any Limited Common Element which he has the right to use, or (ii) any non-structural addition, alteration, improvement or decoration to or upon the windows and doors enclosing his Unit, or to or upon any Limited Common Element which he has the right to use unless and until plans and specifications, in duplicate, showing the nature, kind, shape, height, color, materials, location and approximate cost of such addition, alteration, improvement or decoration shall have been submitted to and approved in writing by the Architectural Committee (or the Condominium Board, if applicable), which shall have the right for good cause to refuse to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons. If the Architectural Committee (or the Condominium Board if there is no Architectural Committee) fails to deny any requested addition, alteration, improvement or decoration within sixty (60) days after receipt of two (2) complete sets of plans and specifications therefor, such request shall be deemed approved. The plans and specifications for any addition, alteration, improvement or decoration approved by the Architectural Committee or the Condominium Board, as the case may be, and actually constructed or installed shall be filed and maintained at the principal office of the Condominium, and, if appropriate, the Condominium Plat shall be amended to reflect any such addition, alteration or improvement.

(b) The Architectural Committee, or Condominium Board if there is no Architectural Committee, may adopt reasonable rules and regulations as provided herein establishing general standards for the making of one or more types of additions, alterations, improvements or decorations to or upon the Units or to or upon the Limited Common Elements. Such rules and regulations may provide that to the extent any particular addition, alteration, improvement or decoration is made in compliance with such general standards, such addition, alteration, improvement or decoration may be made without the submission of plans and specifications therefor to the Architectural Committee or Condominium Board, as the case may be, and without written approval by the Architectural Committee or Condominium Board, as applicable, of said plans and specifications.

(c) For the purposes of the Condominium Declaration, and this Section 3, a structural addition, alteration or improvement to a Unit shall include, without limitation, any addition, alteration or improvement involving any portion of the Unit (such as a utility line or

27247 404

duct serving that Unit) located above the top surface of any sheetrock ceiling within the Unit, whether such ceiling is a drop ceiling or is located at the upper boundary of the Unit.

Section 4. Water and Electricity. Electricity furnished to the General Common Elements through a separate meter or meters designed for the property held in common, and the Condominium Board shall pay, as a Common Expense, the cost of all electricity furnished through said meter or meters. Electricity is furnished to the Units through separate meters, and each Unit Owner shall pay for all electricity furnished through a separate meter to his Unit appurtenant thereto. Water is furnished to the General Common Elements, Limited Common Elements and Units through a single meter, and the Condominium Board shall pay, as a Common Expense, the cost of all water furnished through said meter.

#### ARTICLE XIV DISPUTE RESOLUTION

Section 1. Fine Imposition Procedure. The Condominium Association shall be entitled to impose a reasonable fine against a Unit Owner, or Tenant of a Unit, for the violation of any of the use restrictions or any of the rules and regulations adopted by the Condominium Association pursuant to the Declaration and these By-Laws, provided the Condominium Association follows the procedure set forth in Section 11-113 (or any successor provision) of the Condominium Act for the imposition of fines for rules violations (the "Fine Imposition Procedure"), except that notwithstanding Section 11-113 (b) (4) of the Condominium Act, a decision rendered by or on behalf of the Condominium Association pursuant to the Fine Imposition Procedure, shall be appealable to an arbitration panel pursuant to Section 2 of this Article XIV, rather than being appealable to the Courts of Maryland. Any such appeal by a Unit Owner, or Tenant, must be initiated by written notice delivered to the Secretary of the Condominium Association within thirty (30) days after the Condominium Association gives the Unit Owner, or Tenant, written notice of the decision rendered pursuant to the Fine Imposition Procedure. Any such notice of appeal shall comply with the requirements set forth in Section 2 of this Article XIV, for a Notice Invoking Arbitration.

Section 2. Arbitration. If there is any dispute concerning rules and regulations or any other matter related to the Condominium, between the Condominium Association, the Architectural Committee, Condominium Board or the Manager, on the one part, and any Unit Owner or Tenant of a Unit, on the other part, which is not governed by Section 1 of this Article, or if any decision rendered by or on behalf of the Condominium Association pursuant to the Fine Imposition Procedure referred to in Section 1 of this Article is appealed, such dispute or such appeal, as applicable, shall be submitted to arbitration. Either party shall have the right to notify the other party that it is invoking the arbitration provisions of these By-Laws, as herein provided. The party initiating the arbitration shall set forth in its written notice (the "Notice Invoking Arbitration") the desire to invoke the arbitration provisions of this Article, and shall specify the name and address of the arbitrator selected to represent the party initiating the arbitration and the matter to be arbitrated. Within ten (10) days after receipt of such notice, the other party to the dispute shall specify by written notice to the party invoking arbitration, the name and address of the arbitrator to represent it. Within seven (7) days after the designation of the second arbitrator, the two (2)

27247 405

arbitrators so designated shall name the third arbitrator by their joint agreement. If the party requested to name its arbitrator fails to do so within the time limited, or if the two (2) arbitrators fail to agree within seven (7) days after appointment of a second arbitrator, as to a third arbitrator, then the one or two designated arbitrators, as the case may be, shall then request the then Chief Judge of the Circuit Court for Prince George's County to designate an arbitrator or arbitrators so that there will be three (3) arbitrators. Such arbitration shall be conducted in accordance with all applicable arbitration laws of the State of Maryland, except that in the event of any conflict between said laws and the provisions of this Article, the provisions of this Article shall be controlling, unless otherwise required by law. A decision of the majority of the arbitrators shall be final, conclusive and binding upon both parties. The controlling decision shall be in writing, signed by the arbitrators making same, shall briefly state the grounds therefor and shall fix and allocate the cost of the proceedings between the parties. Notwithstanding the above provisions of this Section 2, any dispute between the Condominium Association, the Condominium Board or the Manager, on the one part, and the Developer, on the other part, involving the Developer in its role as the Developer (rather than its role merely as a Unit Owner or Tenant) shall be resolved without the use of arbitration unless the parties to the dispute mutually agree in writing to submit such dispute to arbitration.

Section 3. Failure to Comply. If either party to an arbitration proceeding shall fail to comply with the decision of the arbitrators, the other party may seek enforcement by appropriate judicial proceedings, either an action at law for damages, or a suit in equity to enjoin a breach or violation, or enforce performance, of any rule, regulation or other obligation. The prevailing party in any such proceeding shall be entitled to an award for counsel fees and other litigation expenses at the discretion of, and to the extent determined by, the court.

Section 4. Enforcement. All of the use restrictions and all of the rules and regulations adopted by the Architectural Committee (or Condominium Board, if applicable) pursuant to the Declaration and these By-Laws shall be held and construed to run with and bind the Common Elements and all Units located within the Condominium and all Unit Owners and Tenants of such Units, their respective heirs, personal representatives, successors and assigns, forever, all except as otherwise expressly set forth in said rules and regulations. Said limitations and rules and regulations shall inure to the benefit of and be enforceable by the Condominium Association, Architectural Committee, Condominium Board and Manager in accordance with the procedures set forth in Sections 1, 2 and 3 of this Article, against anyone violating or attempting to violate any of said rules and regulations, provided, however, that if the person who commits or attempts such a violation is not a Unit Owner or Tenant of a Unit (or if, for any reason, such person is not subject to the procedures set forth in Sections 1 and 2 of this Article, notwithstanding that such person is a Unit Owner or Tenant), the Condominium Association, Architectural Committee, Condominium Board or Manager may enforce such limitation, rule or regulation in accordance with the procedure set forth in Section 3 of this Article, without resort to the procedures set forth in Sections 1 and 2 of this Article. Furthermore, and in any event, the Condominium Association, for itself, its agents, servants, employees and contractors, after notice to a Unit Owner of any breach or violation of any rule or regulation within his Unit or within or upon any Limited Common Element which he has the right to use, and the failure of said Unit Owner to



27247 406

correct the same within a reasonable time thereafter, shall have the right to enter said Unit or Limited Common Element and, at the expense of said Unit Owner, summarily abate or remove the breach or violation occurring in said Unit or Limited Common Element, provided, however, that appropriate judicial proceedings shall be instituted before any item of construction can be altered or demolished.

## ARTICLE XV FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Council shall begin on the first (1st) day of January every year and shall end on the thirty-first (31<sup>st</sup>) day of December, except that the first year of the Council shall begin on the date of recordation of the Declaration. The commencement date of the fiscal year herein established shall be subject to change by the Board in its discretion.

Section 2. Books and Accounts. Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of the receipts and expenditures affecting the Regime and its administration and shall specify the maintenance and repair expenses of the General and Limited Common Elements and services and any other expenses incurred. That amount of any assessment required for payment on any capital expenditures of the Council shall be a credit upon the books of the Council to the "Paid-in Surplus" account as a capital contribution by the Unit Owners.

The Council shall be required to make available to all Owners, Lenders and the Holders or Insurers of the first mortgage on any Unit, current copies of the Declaration, the Condominium By-Laws and other rules governing the Condominium (if any), and any other books, records and financial statements of the Council. The Council shall also be required to make available to prospective purchasers current copies of the Declaration, Condominium By-Laws, any rules governing the Condominium and the most recent annual audited financial statement, if the same has been prepared. "Available" for purposes of this Section shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Regime shall be reviewed, and if such review is by an independent Certified Public Accountant, his report shall be prepared and may be certified in accordance with generally accepted accounting standards. Based upon such review or report, the Council shall furnish the Unit Owners with annual financial statements, including the income and disbursements of the Council. Upon request of Unit Owners of at least five percent (5%) of the Units, an audit of the Condominium shall be made by an independent Certified Public Accountant, provided an audit shall not be made more than once in any consecutive twelve (12) month period. The cost of the audit shall be a Common Expense. In addition, upon written request from any entity which has an interest or prospective interest in the Condominium, the Council

27247 407

may be required to furnish within a reasonable time an audited financial statement of the Council for the immediately preceding fiscal year.

#### ARTICLE XVI AMENDMENTS

Section 1. Amendments. Except as hereinafter provided, these By-Laws may be amended by the affirmative vote of Unit Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the total votes of the Regime, at any meeting of the Council duly called for such purposes in accordance with the provisions of the Condominium Act; provided, however, that the provisions of Section 2 hereof are satisfied. Amendments may be proposed by the Board or by a petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Regime. A description of the proposed amendment shall accompany the notice of the regular or special meeting at which such proposed amendment is to be voted upon, and said notice shall also be given to the Holders of all first mortgages in the Regime. Any amendments adopted by the Council shall be effective only upon recordation among the Land Records of Prince George's County. The recorded amendment shall set out the Section(s) of these By-Laws being amended and the applicable provisions of the Condominium Act. The provisions of this Article are subject to the rights of the Developer as provided in the Declaration.

Section 2. Except as provided in the Condominium Act, and excluding those amendments to the Declaration or these By-Laws made as a result of destruction, damage or condemnation, or to a reallocation of interests in the Common Elements the consent of Owners of Units to which at least eighty percent (80%) of the votes in the Council shall be required to terminate the Condominium.

#### ARTICLE XVII COMPLIANCE - INTERPRETATION - MISCELLANEOUS

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of the Condominium Act and all applicable State and local laws and ordinances, notwithstanding anything in these By-Laws to the contrary, whether expressed or implied.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Condominium Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration, and the provisions of the Declaration shall control; in the event of any conflict between the Condominium By-Laws and the applicable sections of the Condominium Act, the provisions of the Condominium Act control.

Section 3. Resident Agent. Rachel M. Hess, whose post office address is 400 Redland Court, Suite 212, Owings Mills, Maryland 21117, and who is a resident of the State of Maryland, is designated as the party authorized to accept service of process in any action

27247 408

relating to the Condominium Regime or to the General or Limited Common Elements, as authorized under the Condominium Act. The Board may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process as set forth above, provided that proper notification of such change shall be promptly filed with the Maryland State Department of Assessments and Taxation.

**Section 4. Rights of Action.** The Condominium Association and any aggrieved Unit Owner shall have the right of action against Unit Owners who fail to comply with the provisions of the Declaration or Condominium By-Laws, or the decisions made by the Condominium Association. Unit Owners shall have similar rights of action against the Condominium Association.

**Section 5. Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Condominium Association unless approved by a vote of fifty-one percent (51%) of the Owners (other than Developer). In the case of such a vote, and notwithstanding anything contained in the Declaration, Articles of Incorporation, or Condominium By-Laws of the Council to the contrary, the Council shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of fifty-one percent (51%) of all Unit Owners (other than Developer) of the Council. This Section shall not apply, however, to (a) actions brought by the Council to enforce the provisions of the Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, or (c) counterclaims brought by the Council in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes pursuant to the same procedures necessary to institute proceedings as provided above.

**Section 6. Severability.** In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

**Section 7. Waiver.** No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Section 8. Captions and Table of Contents.** The captions and Table of Contents contained in these By-Laws are for convenience and ease of use only, and are not part of these By-Laws, and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

**Section 9. Gender, Etc.** Whenever in these By-Laws the context so requires, the singular shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

27247 409

WITNESS the hand and seal of the Developer as of the day and year first above written.

WITNESS:

GFC DEVELOPMENT, LLC, a Maryland limited liability company

*Patricia G Woods*

By: *[Signature]* (SEAL)  
Robert F. Foy, Authorized Member

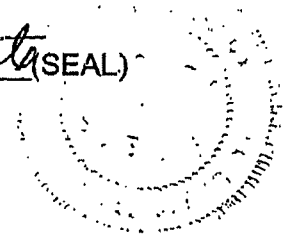
STATE OF MARYLAND, COUNTY OF *Anne Arundel*, TO WIT:

I HEREBY CERTIFY that, on this *22nd* day of *February*, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert F. Foy, Authorized Member of GFC Development, LLC, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Declaration, and that said Declaration was executed and is to be recorded solely for the purpose of establishing a Condominium regime as therein provided.

AS WITNESS my hand and Notarial Seal

*[Signature]* (SEAL)  
Notary Public

My Commission Expires: *3-1-08*



ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice, and in good standing, before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by or under her supervision.

*[Signature]*  
Rachel M. Hess

**PARK PLACE LAUREL I CONDOMINIUM BY-LAWS****EXHIBIT B-1****RULES AND REGULATIONS**

**The following Rules and Regulations have been promulgated pursuant to Section 11-111 of the Maryland Condominium Act shall be binding on all Owners, Tenants and their respective guests and invitees. All capitalized terms shall have the meanings ascribed to them in the Condominium Declaration and/or Condominium By-Laws.**

1. The sidewalks, passageways, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from Units. The Council shall have the right to impound any article in the Common Elements of the Condominium in violation of this provision.
2. Nothing shall be placed in, through, or upon the windows of a Unit without prior written consent of the Council and no awnings or other projections shall be attached to the outside walls of the Building.
3. Each Owner's or Tenant's janitorial service is responsible for depositing trash in dumpster on a daily basis. No trash is to be left in the hallways or stairwells at any time.
4. No sign, advertisement, notice or other lettering shall be exhibited, painted or affixed by Owners or Tenants on any part of the exterior of a Unit, or any door or window thereof, nor on the halls or any other portion of the General Common Element areas of the Condominium without the prior written consent of the Council.
5. Owners and Tenants shall keep the entrance doors into the hallways of the Building closed at all times except when opened for purposes of ingress and egress.
6. Nothing shall be allowed done or kept in any unit or storage area which would cause any increase in the ordinary premium rates for fire and extended coverage or the cancellation or invalidation of any insurance maintained by the Condominium Association or the structure in which the Unit is located.
7. Owners and Tenants shall deposit with the Council a passkey to their Unit or make other arrangements satisfactory to the Council to permit emergency entrance to the unit if necessary. If an Owner fails to provide the Council with a passkey or make other arrangements satisfactory to the Council to allow the Council to gain entry to a Unit in the event of an emergency, the Council shall have the right, in the event of an emergency, to gain entry to the Unit by such means as it deems reasonably necessary, under the circumstances, and the Council, its officers, directors, agents, servants or employees shall not be responsible for any damage done to the unit caused by so gaining entry in the event of an emergency.

27247 411

8. Owners and Tenants shall not throw anything out of the doors, or down the passages or stairways of the Unit(s), or sweep any dirt or other substance into any of the corridors, stairways, halls, shafts or ventilators.

9. Owners nor Tenants shall play or suffer to be played any musical instrument or operate or suffer to be operated a phonograph, radio or television or the like in a Unit at any time in such manner that will unreasonably disturb or annoy other Owners or Tenants of the Building.

10. No wires, cables or antennae of any type shall be erected on the roof or exterior walls of the Building without consent of the Council of Unit Owners. Any cables, wires or antennae erected in violation of this rule shall be subject to removal by the Council without notice to the Owner or Tenant of the Unit, at the Unit Owner's expense.

11. Owners and Tenants shall not in any way interfere with the lighting or heating apparatus in halls and stairways which is hereby distinctly understood are under the exclusive control of the Council and its servants and employees. Owners and Tenants are further responsible for the proper use of all heating, air conditioning and electric appliances which are the property of the Council.

12. Owners and Tenants will be held responsible for any damage by their employees or visitors to shrubs, lawns or other Common Elements of the Condominium.

13. All property left by or for an Owner or Tenant with the manager or an employee of the Council will be received by such manager or employee as agent of the Owner or Tenant, as the case may be, and not of the Council. The Council assumes no responsibility and is to be subject to no liability for any damage or loss of same. The Council reserves the right to instruct its employees to refuse acceptance of any article at any time.

14. The Manager shall supervise all moves into and out of the Unit in the Building. To do this, the Owner or Tenant, as the case may be, must notify the Manager at least seven (7) days before the date and time scheduled for a move into or out of a Unit. The time and date is subject to approval of the Manager, acting for the Council, and shall be rescheduled at the request of the Manager in order to cause minimal damage and disruption to the Building in the moving process.

15. The Owner of a Unit is responsible for any damages done to the Common Elements by anyone moving into or out of the Owner's Unit. The amount of damages shall be assessed by the Condominium Board and shall be due and payable as an additional assessment with the next regular assessment for the Unit, and the amount of the assessment shall constitute a assessment for the Unit, and the amount of the assessment shall constitute a lien against the Unit, the same as the monthly assessment.

16. All windows will be hung with blinds at the time of construction. These are to be left in place, however draperies of the Owner's choice may be installed over the interior of the blinds.

17. No automobile or other vehicle shall be parked on any part of the Condominium at any time except on the parking areas provided for that purpose.

27247 412

18. Automobiles shall be parked within the lines marked for each parking space. In addition, if any Owner has use of a specific, assigned, parking space, no other party may use such parking space without the Owner's written consent. Vehicles which are in violation of this Rule and Regulation are subject to being removed and retrieved by the Council at the expense of the owner of the vehicle. The Architectural Committee (or if none, then the Board) may establish supplemental rules regarding parking and traffic control on the Property. No parking spaces may be used for overnight vehicular storage, sales or rental purposes. No trailers, recreational vehicles or inoperable vehicles shall be permitted in the parking spaces.

19. All vehicles are to be operated in a safe and careful manner. The speed limit within the Condominium is 15 miles per hour.

20. Except seeing-eye dogs and fish and except up to two (2) birds or two (2) cats and subject to any applicable provisions of the Condominium Declaration, no bicycles, vehicles or animals of any kind shall be brought into, or kept in or about any portion of the Building.

21. Nothing shall be done or permitted in a Unit, and nothing shall be brought into, or kept in or about the Unit, which would impair or interfere with any of the HVAC, plumbing, electrical, or structural components of the Building or the services of the Building or the proper and economic heating, or other services of the Building or the Unit, nor shall there be installed by any Owner or Tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of the Council, may cause any such impairment or interference. No Owner or Tenant, nor the employees, agents, licensees or invitees of any Owner or Tenant, shall at any time bring or keep upon the Unit any flammable, combustible or explosive fluid, chemical or substance.

22. No Unit shall be used for any immoral or illegal purpose.

23. Employees of the Council shall not perform any work or do anything outside of their regular duties, unless under special instructions from the Council or Board.

24. Canvassing, soliciting and peddling in the Building are prohibited and each Owner and Tenant shall cooperate to prevent the same.

25. No Owner or Tenant shall cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from its Unit which would annoy other tenants or create a public or private nuisance. No cooking shall be done in a Unit, with the exception of a coffee maker or microwave oven, except as may be expressly permitted in these Rules and Regulations.

26. Plumbing facilities shall not be used for any purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspapers or other substances of any kind shall be thrown into them.

27. Owner or Tenant shall notify the Council of its plans for cleaning the Unit, including the name and telephone number of any commercial cleaning services with whom Owner or Tenant contracts. The Council shall not be responsible to any Owner or Tenant for any loss of property from its Unit however occurring, or for any damage done to the effects by any cleaning service employed by

27247 413

Owner or Tenant. No vending machine of any kind shall be installed in the Building or on or about the Condominium Land by any Owner or Tenant, without the prior written consent of the Council.

28. Owner and Tenant agree to keep the Unit in a neat, good and sanitary condition and to place garbage, trash, rubbish and all other disposables only where Council directs.

29. No Owner or Tenant may make repairs or take similar actions to its Unit during regular business hours if such activities create a nuisance to the other Owners or Tenants in the Building.

30. During construction of Units, the following rules shall apply:

(a) Absolutely no drilling in the concrete floors or ceilings prior to these areas being x-rayed by a licensed contractor.

(b) The construction of the demising walls in between Units must be verified by a representative of the Developer prior to the start of construction.

(c) Materials can be loaded into a Unit by means of removing a glass panel. However, it is the responsibility of the Owner or his contractor to repair any damage to the glass or the Building during the process.

In addition to the foregoing, any Owner or occupant undertaking construction of the Unit or any portion thereof shall be required to comply with any pre-construction procedures established from time to time by the Developer.

31. These Rules and Regulations may change from time to time, in accordance with the provisions of the Condominium Declaration, Condominium By-Laws and Maryland Condominium Act.



27247 414

AFTER RECORDATION, PLEASE RETURN TO:

Rachel M. Hess, Esq.  
Winegrad, Hess, Friedman & Levitt, LLC  
400 Redland Court  
Suite 212  
Owings Mills, Maryland 21117

Clerk of the  
Circuit Court  
2013 FEB -8 PM 12: 22  
GEO CO MD #81

34385 449

**FIRST AMENDMENT TO  
AMENDED AND RESTATED CROSS EASEMENT AGREEMENT**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED CROSS EASEMENT AGREEMENT** ("First Amendment") is made this 23<sup>rd</sup> day of July, 2012, by GFC DEVELOPMENT, LLC, a Maryland limited liability company ("Declarant"), 7-ELEVEN, INC., a Texas corporation ("7-Eleven") and PARK PLACE LAUREL CONDOMINIUM I, INC., a Maryland condominium association ("Condominium I").

**WHEREAS**, the Declarant, 7-Eleven and Condominium I executed and caused to be recorded that certain Amended and Restated Cross Easement Agreement dated October 20, 2011, among the Land Records of Prince George's County, Maryland in Liber 33042, folio 214 et seq. (the "Amended Agreement"); and

**WHEREAS**, subsequent to the recordation of the Amended Agreement, a typographical error was discovered in Exhibit "B" and Exhibit "F" of the Amended Agreement; and

**WHEREAS**, the property described as "Phase Area #IV" in Exhibit "B" and designated as "Future Phase IV (SWM Area)" on Exhibit "F" of the Amended Agreement was inadvertently identified as containing a total of 7.707 square feet or 0.1769 acres of land, more or less, but is actually comprised of a total of 7.846 square feet or 0.1801 acres of land, more or less; and

**WHEREAS**, pursuant to Paragraph 14 (c) of the Amended Agreement, the Amended Agreement may be modified upon the written consent of Declarant, until such time as Declarant no longer owns any interest in the Property as well as the written consent of the Parcel B Owner; and

**WHEREAS**, Declarant still has an interest in the Property and therefore, the written consent of the other Owners is not required for this First Amendment in accordance with Paragraph 14 (c) of the Amended Agreement; and

**WHEREAS**, Declarant has executed this First Amendment on its behalf and on behalf of Condominium I as its attorney-in-fact pursuant to Paragraph 14 (c) of the Amended Agreement.

**NOW, THEREFORE**, Declarant, 7-Eleven and Condo I hereby amend the Amended Agreement as follows:

1. The foregoing Recitals are incorporated herein by reference as if fully restated.
2. The second (2<sup>nd</sup>) page of Exhibit "B" and Exhibit "F" of the Amended Agreement are hereby deleted and replaced with the second (2<sup>nd</sup>) page of Exhibit "B" and Exhibit "F", respectively, both of which are attached hereto and incorporated herein.
3. In all other respects, the Amended Agreement remains unchanged.

TWP FD SURE \$	40.00
RECORDING FEE	20.00
CERTIFIED COPY	5.00
PHOTOCOPY-A	3.50
TOTAL	68.50
Send Bank	Ref # 21479
and JRP	BLK # 2013

34385 450

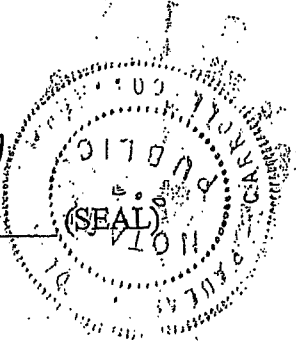
IN WITNESS WHEREOF, Declarant, 7-Eleven and Condominium I have caused this First Amendment to be executed and ensealed on their behalf by their duly authorized representative, the day and year first above-written.

WITNESS:

Maal Duen

DECLARANT:  
GFC DEVELOPMENT, LLC

By: [Signature]  
Daniel J. Gough, Member



STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that, on this 23<sup>rd</sup> day of July, 2012, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Daniel J. Gough, Member of GFC Development, LLC, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and that and that he, as such Member executed the foregoing instrument for the purposes therein contained by signing the name of Declarant by himself as such Member.

AS WITNESS my hand and Notarial Seal

[Signature] (SEAL)  
Notary Public

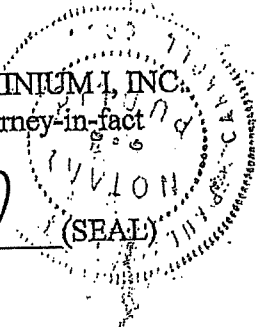
My Commission Expires: 06.05.15

WITNESS/ATTEST:

Maal Duen

PARK PLACE LAUREL CONDOMINIUM I, INC.  
By: GFC Development, LLC, its attorney-in-fact

By: [Signature]  
Daniel J. Gough, Member



STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of July, 2012, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Daniel J. Gough, who acknowledged himself to be the Member of GFC Development, LLC, attorney-in-fact for Park Place Laurel Condominium I, Inc., a Maryland condominium association, and that he, as such Member of GFC Development, LLC, attorney-in-fact for Park Place Laurel condominium I, Inc., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Condominium Association on behalf of such entity.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission expires: 06.05.15

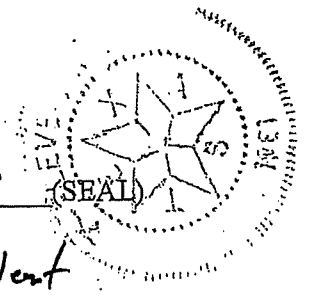
34385 451

WITNESS/ATTEST:

[Signature]  
Name:  
Title: Assistant Secretary

7-ELEVEN, INC.:

By: [Signature]  
Name: David T. Featon  
Title: Senior Vice President



STATE OF Texas, COUNTY OF Dallas, TO WIT:

I HEREBY CERTIFY, that on this 29 day of June, 2012, before me, the subscriber, a Notary Public in and for the State of Texas and County aforesaid, personally appeared David T. Featon known to me (or satisfactorily proven to be), and who acknowledged himself/herself to be the Sr. Vice President of the 7-Eleven, Inc., and that he/she, as such Sr. Vice President is duly authorized to sign, and has signed, such instrument on its behalf for the purposes therein set forth; and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature: Karen Pennell]  
Notary Public

My commission expires: 6-1-2013



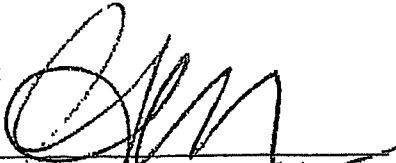
34385 452

Exhibit "B"

EASEMENT / PHASE # IV

CONTAINING a total of 7.846 square feet or 0.1801 acres of land more or less as shown on EXHIBIT "F", saving and excepting 681 square feet or 0.0156 acres for sidewalk easement for PARCEL "B" as shown on the aforementioned plat.

Certified Correct:

  
Gregory C. Benefiel  
Registered Professional  
Land Surveyor, Md. # 10994



34385 453

# EXHIBIT "F" EASEMENT/ PHASE AREA # IV 7,845 SQ. FT. OR 0.1801 AC.

## AVENUE



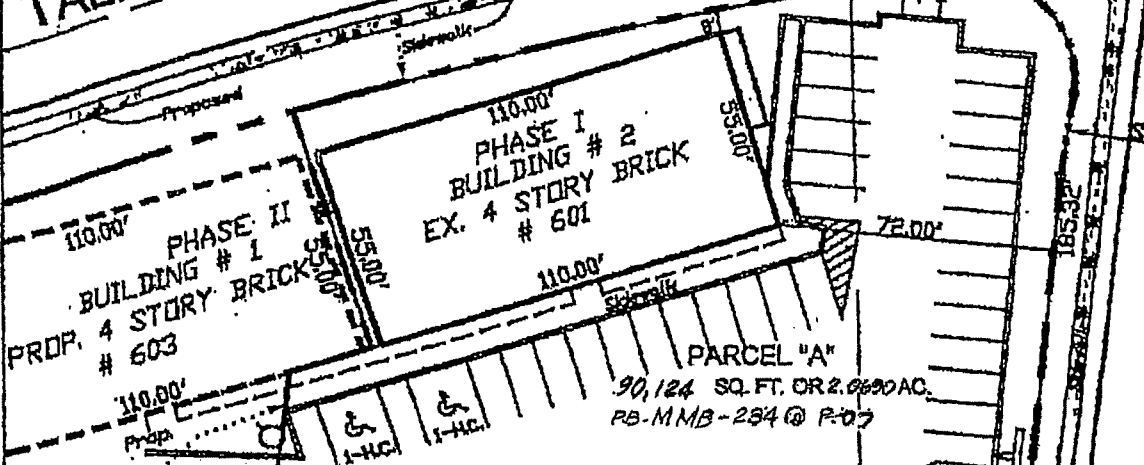
AI=1263.67'  
CI=1293.24'  
OB=192.00'  
CB=N 75°03'15" E  
T=132.34'

CSRC PLAT # 19793

Trash enclosure  
with 6 high Board  
on Board Fence

AI=157.27'  
CI=130.00'  
OB=109°22'18"  
CB=48.96'  
T=44°19'31" E  
T=42.35'

## TALBOTT



S 05°02'51" W  
23.05'

## SEVENTH STREET

Sidewalk  
Easement For  
Pedestrian  
ingress & egress  
For Parcel "B"  
0.025 s.f. or  
0.0012 ac.  
(PB. MMB-234 @  
P.07)

CSRC PLAT # 19793

Subject to the  
Park Place Laurel  
Condominium/Condominium  
Regime Declaration

# SURVEYS, INC

SURVEYORS, ENGINEERS + LAND PLANNERS  
PERMIT SERVICES  
282 MAIN STREET  
LAUREL, MARYLAND, 20701  
PHONE 301-716-0541 FAX 301-716-0542

SCALE: 1" = 50' DATE: 5/17/11 DRAWN BY: MQ CHECKED BY: GB REVIEW BY: GB JOB NO: 03-151

9-4818 F

34385 455

**AFTER RECORDING, RETURN TO:**

Rachel M. Hess  
c/o Winegrad, Hess, Friedman & Levitt, LLC  
400 Redland Court  
Suite #212  
Owings Mills, MD 21117

CLERK OF THE CIRCUIT COURT  
FOR  
PRINCE GEORGE'S COUNTY, MARYLAND

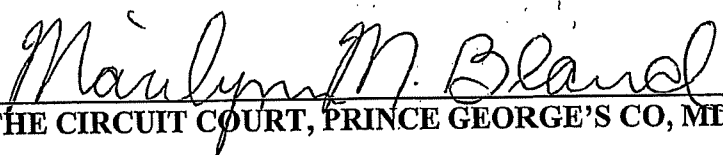
STATE OF MARYLAND  
PRINCE GEORGE'S COUNTY, TO WIT,

I HEREBY CERTIFY, THAT THE FOREGOING IS A TRUE COPY OF

EASEMENT AGREEMENT

TAKEN FROM LIBER 34385 FOLIO 449 ONE OF THE LAND RECORDS OF  
THE STATE AND COUNTY AFORESAID.

IN TESTIMONY WHEREOF, I HERETO SET  
MY HAND AND AFFIX THE SEAL OF THE  
CIRCUIT COURT FOR THE STATE AND  
COUNTY AFORESAID, THIS 12TH DAY  
OF FEBRUARY 2013.

  
CLERK OF THE CIRCUIT COURT, PRINCE GEORGE'S CO, MD

# 492



First American Title Insurance Co  
401 E. Pratt Street, Suite 323  
Baltimore, MD 21202  
405099-F

33042 214

Clerk of the  
Circuit Court

③  
/4

701 OCT 24 PM 2:59  
PR GEO CO MD #70

JF

AMENDED AND RESTATED CROSS EASEMENT AGREEMENT

THIS AMENDED AND RESTATED CROSS EASEMENT AGREEMENT ("Amended Agreement") made this 24 day of October, 2011, by and between GFC DEVELOPMENT, LLC, a Maryland limited liability company (hereinafter referred to as "Declarant"), 7-ELEVEN, INC., a Texas corporation ("7-Eleven") and PARK PLACE LAUREL CONDOMINIUM I, INC., a Maryland condominium association (hereinafter sometimes referred to as "Condominium I").

EXPLANATORY STATEMENT

IMP FD CHRG \$ 40.00  
RECORDING FEE 75.00  
TOTAL 115.00  
Ref Fee Ref # 36328  
Cross Easement # 6659  
02:50 PM

WHEREAS, Declarant and Condominium I caused that certain Agreement ("Easement Agreement") dated February 22, 2007, to be recorded among the Land Records of Prince George's County, Maryland ("Land Records") in Liber 27247, folio 415 et seq., which establishes mutual and reciprocal easements as well as maintenance obligations for the Facilities (as such term is defined below) for the benefit of the areas depicted as, "Phase I", "Future Phase II", "Part of Future Phase II", "Future Phase III", "Part of Future Phase III" and "Future Phase IV" on the condominium plats entitled, "CONDOMINIUM PLAT PHASE I PARK PLACE LAUREL CONDOMINIUM I INC.", dated February 19, 2007, recorded among the Land Records in Plat Book P.M. 217, Plat Numbers 86-90 (collectively, "Phase I Condominium Plats");

WHEREAS, Park Place Laurel Condominium I, Inc., was created pursuant to the Articles of Incorporation filed with the State Department of Assessments and Taxation of Maryland on February 12, 2007, for the purposes of administering the provisions of the Condominium Documents;

WHEREAS, at the time of recordation of the Easement Agreement in Land Records, Declarant was the owner of "Future Phase II", "Part of Future Phase II", "Future Phase III", "Part of Future Phase III" and "Future Phase IV" as shown on the Phase I Condominium Plats;

WHEREAS, pursuant to that certain Park Place Laurel Condominium I Condominium Regime Declaration ("Declaration") and By-Laws dated February 22, 2007, recorded among the Land Records in Liber 27247, folio 337 et seq., that certain First Amendment to Declaration ("First Amendment") dated May 23, 2007, recorded among the Land Records in Liber 27918, folio 169 et seq., Phase I Condominium Plats and condominium plats entitled, "CONDOMINIUM PLAT PHASE II PARK PLACE LAUREL CONDOMINIUM I, INC.", dated May 15, 2007, recorded among the Land Records in Plat Book P.M. 220, Plat Numbers 10-14 (collectively, "Condominium Documents"), Declarant submitted all that property more particularly described in Exhibit A to the Declaration and First Amendment to a condominium regime pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland known as "Park Place Laurel Condominium I", which property is further described as "Ex. Phase I" and "Ex. Phase II" on Exhibit "A" attached hereto;

WHEREAS, as of the date hereof, Declarant holds fee simple title to the real property described on Exhibit "A", attached hereto and incorporated herein by reference, depicted as "Parcel C", "Future Phase III" and "Future Phase IV";

PRINCE GEORGE'S COUNTY, MD  
APPROVED BY BSG  
#02P

OCT 24 2011

\$ 115 RECORDATION TAX PAID  
\$ 0 TRANSFER TAX PAID

33042 215

WHEREAS, "Future Phase III" and "Future Phase IV" as shown on Exhibit "A", are intended to be part of Park Place Laurel Condominium I regime;

WHEREAS, the areas designated as "Parcel B" and "Parcel C" on Exhibit "A" consist of subdivided lots and are not subject to any condominium regime including, without limitation, Park Place Laurel Condominium I;

WHEREAS, subsequent to the recordation of the Easement Agreement, the development plans were modified and the property, which was initially subjected to the Easement Agreement, has now been further subdivided so that the property which will be subject to this Amended Agreement is now depicted on the plat (attached hereto as Exhibit "A"), and includes the areas shown thereon as "Ex. Phase I", "Ex. Phase II", "Future Phase III", "Future Phase IV", "Parcel B" and "Parcel C" (collectively, the "Property");

WHEREAS, certain Facilities (exclusive of the Parcel B Facilities defined below), which are intended to serve all Owners of the Park Place I Tract, Parcel B and Parcel C, are constructed or will be constructed on the Property;

WHEREAS, the Parcel B Facilities are intended to serve exclusively the Parcel B Owner as well as guests and invitees for Parcel B, and are constructed or are intended to be constructed on the Property;

WHEREAS, because of the development plan changes, it is the intent of the parties hereto that the rights to use and the obligations for maintenance of the Facilities and Parcel B Facilities will be as set forth in this Amended Agreement;

WHEREAS, prior to the date hereof, in accordance with Paragraph 13. (c) of the original Easement Agreement, Declarant reserved the unilateral right to amend the original Easement Agreement without the consent of any other party or Owner for so long as the Declarant has any interest in the Property and, in furtherance of such right, each party, Owner and occupant named Declarant as its attorney-in-fact for the purpose of executing any such amendment to the original Easement Agreement;

WHEREAS, Condominium I has joined in this Amended Agreement to evidence its consent to be subject to any applicable provisions of this Amended Agreement;

WHEREAS, as of the date hereof, 7-ELEVEN holds fee simple title to the real property described on Exhibit "G" attached hereto and incorporated herein by reference, depicted as Parcel B, acquiring Parcel B from Declarant pursuant to a Purchase Contract dated as of May 31, 2011, by and between 7-Eleven and Declarant;

WHEREAS, all references to "party" or "parties" in this Amended Agreement shall be deemed to include each entity executing this Amended Agreement; and

WHEREAS, this Amended Agreement restates and replaces the Easement Agreement in its entirety.

33042 216

NOW, THEREFORE, THIS AMENDED AGREEMENT WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) in hand paid by each of the parties hereto to the other, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and covenant as follows.

1. **Definitions.** As used herein, the following terms shall have the meanings as defined below:

1.1. "Facilities" shall refer to and include the common parking areas, private sidewalks, park areas, bio-retention pond, and related facilities (exclusive of the Parcel B Facilities), all described and depicted on Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E" and Exhibit "F", attached hereto and incorporated herein by reference and shall also include all underground utilities located beneath any portion of the Park Place I Tract and Lots, including, without limitation, storm water management facilities. The Facilities shall be available for use by all Owners and occupants of the Property.

1.2. "Lot" shall mean and refer to either "Parcel B" or "Parcel C".

1.3. "Owners" shall refer to and include: (a) all record owners of individual condominium units in any portion of the Park Place I Tract; and (b) each record owner of a Lot (i.e., the Parcel B Owner and Parcel C Owner).

1.4. "Parcel B" shall mean and include the real property designated as Parcel B on Exhibit "A" of this Amended Agreement.

1.5. "Parcel B Owner" shall mean and refer to 7-Eleven and its successors and assigns.

1.6. "Parcel B Facilities" shall mean and refer collectively to those improvements reserved for the exclusive use of the Parcel B Owner and its guests and invitees of any business located thereon, including a loading dock and related appurtenances as well as eleven (11) parking spaces intended to be located in the area depicted as "Parking Easement for Parcel B" on Exhibit "A" of this Amended Agreement and the sidewalk depicted as "Sidewalk Easement For Pedestrian Ingress and Egress for Parcel "B"", on Exhibit "A" of this Amended Agreement.

1.7. "Parcel C" shall mean and include the real property designated as "Parcel C" on Exhibit "A" of this Amended Agreement.

1.8. "Parcel C Owner" shall mean and refer to the party holding fee simple title to Parcel C.

1.9. "Park Place I Tract" shall mean and include the real property designated as "Ex. Phase I", "Ex. Phase II", "Future Phase III" and "Future Phase IV" on Exhibit "A" of this Amended Agreement.

33042 217

2. **Rights to Use Facilities and Parcel B Facilities.**

2.1. **Rights to Use Facilities.** Declarant hereby establishes and creates for the benefit of Declarant, Condominium I, all Owners and their respective successors and assigns as well as guests and invitees, a mutual, reciprocal and non-exclusive easement, license, right and privilege to use and enjoy, for the purposes for which they have been designed, all Facilities which have been or may be hereafter constructed on the Property. The rights and privileges granted and conferred by this subparagraph 2.1. shall be exercised and enjoyed in common by all Owners. Notwithstanding anything herein to the contrary, nothing herein described as Facilities shall be considered Facilities until such time as the same are constructed and placed into use.

2.2. **Rights to Use Parcel B Facilities.** Subject to the rights of Declarant and Condominium I as set forth in subparagraph 3.2. below, Declarant hereby establishes and creates for the benefit of the Parcel B Owner and its successors and assigns, an exclusive easement, license, right and privilege to use and enjoy, for the purposes for which they have been designated, the Parcel B Facilities which have been or may be hereafter constructed on Park Place I Tract and/or Parcel B. The rights and privileges granted and conferred by this subparagraph 2.2. shall be exercised and enjoyed exclusively by the Parcel B Owner and any guests or invitees of the Parcel B Owner utilizing the Parcel B Facilities.

2.3. **Rights to Use Signage.** Declarant hereby establishes and creates for the benefit of the Parcel B Owner and its successors and assigns, an exclusive easement, license, right and privilege to place and maintain a sign on the land adjacent to the intersection of Talbot Avenue and 7<sup>th</sup> Street, as outlined in red on the site plan attached hereto as Exhibit H, using Parcel B Owner's standard trade dress and federally registered service marks. The sign to be erected by Parcel B Owner shall be constructed in accordance with the sign rendering attached hereto as Exhibit H-1, which sign rendering has been approved by the City of Laurel. Further, Parcel B Owner shall be fully liable for installation, repair, maintenance and insurance for its sign as well as installing its own meter for utilities, all of which shall be paid only by the Parcel B Owner. In the event of damage, the Parcel B Owner shall promptly repair the damage and any change to the sign shall require the prior written consent of Declarant while Declarant has any interest in the Property, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parcel B Owner may change its sign panel (including, without limitation, its standard trade dress and federally registered service marks) on the sign at any time, in its sole and absolute discretion. Once Declarant no longer has any interest in the Property, Parcel B Owner may not change the sign (except that the Parcel B Owner may change its sign panel, including, without limitation, its standard trade dress and federally registered service marks) without the prior written consent of all the Owners of the Property, which consent shall in each instance not be unreasonably withheld, conditioned or delayed.

2.4. **Wiring for Signage.** Declarant hereby establishes and creates for the benefit of the Parcel B Owner and its successors and assigns, a perpetual easement, license, right and privilege to install, operate, maintain, repair and replace electrical conduit on, under and through the Ex. Phase I and Future Phase IV parcels to provided electricity from Parcel B to the sign to be constructed by the Parcel B Owner pursuant to Paragraph 2.3 above. The easement shall include a right of ingress and egress over the easement area and the right to use areas

immediately adjacent to the easement area for construction, maintenance and repair purposes in a reasonable manner. Following the installation of the electrical conduit, the Parcel B Owner shall be responsible for the ongoing maintenance and repair of the electrical conduit. The Parcel B Owner agrees to perform the work described in this Paragraph 2.4 in a good and workmanlike manner and will use commercially reasonable efforts to minimize any interference with the operations at the Ex. Phase I and the Future Phase IV properties. The Parcel B Owner shall have the right to remove trees, shrubs, bushes, brush and vegetation and excavate soil in connection with the installation, maintenance and repair of such electrical conduit, provided that the Parcel B Owner returns the area to a reasonably clean condition and return any existing structures and improvements affected by such access and construction to substantially the same condition as they were in prior to such access and construction, reasonable wear and tear and damage caused by casualty excepted. Parcel B Owner hereby indemnifies Declarant and Condominium I as well as all Owners, and hold them harmless against and from any and all claims, actions, damages, liability or expense which Declarant and/or Condominium I and/or all Owners may incur in connection with any and all injuries to or death of persons or damage to real or personal property arising out of Parcel B Owner's access to the easement area and installation and maintenance of the electrical conduit pursuant to this Paragraph 2.4. In addition, any expenses incurred by or on behalf of the Parcel B Owner in connection with the performance of the matters described in this Paragraph 2.4, including without limitation, installation, operation, maintenance, repair, replacement and insurance, shall be borne solely by the Parcel B Owner.

2.5. Parking Area and Sidewalk Work. Declarant hereby establishes and creates for the benefit of the Parcel B Owner and its successors and assigns, a perpetual easement, license, right and privilege to enter those portions of Ex. Phase I, Ex. Phase II, Future Phase III and Future Phase IV to perform the improvements to the parking areas and the sidewalk as reflected on the Site Plan attached hereto as Exhibit I. The easement shall include a right of ingress and egress over the easement area and the right to use areas immediately adjacent to the easement area for construction, maintenance and repair purposes in a reasonable manner. The Parcel B Owner agrees to perform the work described in this Paragraph 2.5 in a good and workmanlike manner and will use commercially reasonable efforts to minimize any interference with the operations at the Ex. Phase I, Ex. Phase II, Future Phase III and Future Phase IV properties. The Parcel B Owner shall have the right to remove trees, shrubs, bushes, brush and vegetation and excavate soil in connection with the construction of the parking areas and sidewalk work, provided that the Parcel B Owner returns the area to a reasonably clean condition and return any existing structures and improvements affected on the adjacent areas by such access and construction to substantially the same condition as they were in prior to such access and construction, reasonable wear and tear and damage caused by casualty excepted. Parcel B Owner hereby indemnifies Declarant and Condominium I as well as all Owners, and hold them harmless against and from any and all claims, actions, damages, liability or expense which Declarant and/or Condominium I and/or Owners may incur in connection with any and all injuries to or death of persons or damage to real or personal property arising out of Parcel B Owner's access to the easement area and construction of the parking areas and sidewalk work pursuant to this Paragraph 2.5. In addition, any expenses incurred by or on behalf of the Parcel B Owner in connection with the performance of the matters described in this Paragraph 2.5, including without limitation, the improvements, restoration and insurance shall be borne solely by the Parcel B Owner.

3. **Maintenance and Repair of Facilities and Parcel B Facilities.**

3.1. **Maintenance and Repair of Facilities.** Once constructed and except as set forth in subparagraph 3.2. below, Condominium I shall operate, manage, repair and maintain the Facilities which are located on the Property and is hereby granted an easement under and over the Property for such purposes. The Facilities shall be kept in a state of good maintenance and repair, comparable to that existing when the Facilities are first constructed, ordinary wear and tear excepted, except for any changes Declarant may deem appropriate which may be made by Declarant in its sole discretion, subject however, to Paragraph 4. below. In the event Condominium I fails to maintain any portion of the Facilities, Declarant (for so long as Declarant has any interest in the Property) shall have the right to enter upon any portion of the Property to cause such Facilities to be maintained and any such entry shall not be deemed a trespass. Declarant shall promptly deliver an invoice to Condominium I for any amounts due in connection with Declarant's exercise of its rights under this subparagraph 3.1., which amounts shall be paid in accordance with the formula set forth in Paragraph 6. of this Amended Agreement within seven (7) days of receipt of such invoice. Other than passage on, under, over and across Parcel B or the Parcel B Facilities to access the Park Place I Tract or as an invitee or patron of Parcel B, any entry onto Parcel B or the Parcel B Facilities by Declarant and/or Condominium I or their respective members, officers, directors, Owners, contractors or agents, shall require the prior approval of the Parcel B Owner which approval shall not be unreasonably withheld, conditioned or delayed.

3.2. **Maintenance and Repair of Parcel B Facilities.** Parcel B Owner shall operate, manage, repair, maintain and insure the Parcel B Facilities and is hereby granted an easement under and over the Park Place I Tract for such purposes. The Parcel B Facilities shall be kept in a state of good maintenance and repair, comparable to that existing when the Parcel B Facilities are first constructed, ordinary wear and tear excepted.

4. **Alterations and Improvements to Facilities.** Any alteration, modification or improvement to the Facilities which affects ingress or egress to and from Parcel B and the public roadways shall require the prior written consent of the Parcel B Owner. Subject to any required consent by Parcel B Owner under this Paragraph 4, Declarant shall have the right to alter or relocate the Facilities without any other party's prior written consent. In the event Condominium I desires to alter or relocate the Facilities, the prior written consent of Declarant shall be obtained until such time as Declarant no longer has any interest in the Property and further, provided, any required prior written consent of the Parcel B Owner is obtained in accordance with this Paragraph 4.

5. **Use of Facilities.** All Owners and any occupants of a condominium unit as well as Parcel B Owner, its guests and invitees, and Parcel C Owner, its guests and invitees, shall be subject to any reasonable rules and regulations pertaining to the Facilities which may be promulgated by Declarant while Declarant has any interest in Condominium I, the Park Place I Tract or any Lot, provided that such rules and regulations shall apply uniformly to all Owners and do not conflict with this Amended Agreement. Notwithstanding the foregoing, any rules and regulations promulgated by Declarant and/or Condominium I, as applicable, which affect Parcel

33042 220

B Facilities shall require the prior approval of the Parcel B Owner, which approval shall not be unreasonably withheld, conditioned or delayed unless such rules and regulations will impact (i) in any way Parcel B or the exclusive parking spaces which are part of the Parcel B Facilities, including, without limitation, any ingress, egress or access to and from Parcel B or the parking spaces, the loading dock or the portion of the sidewalk subject to the Sidewalk Easement for Pedestrian Ingress and Egress for Parcel B, or (ii) the maintenance and repair obligations of the Parcel B Owner with respect to the Parcel B Facilities, including, without limitation, the cost and expense associated with such maintenance and repair.

6. *Cost and Expense of Facilities.* The cost and expense of operating and maintaining the Facilities in the manner provided herein shall be shared by the Owners on the following basis: the Owners of condominium units located on the Park Place I Tract shall collectively pay one-third ( $1/3^{\text{rd}}$ ) of the cost and expense, Parcel B Owner shall pay one-third ( $1/3^{\text{rd}}$ ) of the cost and expense and Parcel C Owner shall pay the remaining one-third ( $1/3^{\text{rd}}$ ) of the cost and expense.

Condominium I shall include in its budget and collect as part of its fees or assessments each condominium unit Owner's proportionate share of the costs and expenses to be paid by Condominium I and its respective Owners pursuant to this Amended Agreement.

As used herein "cost and expense" of operating and maintaining the Facilities (exclusive of the Parcel B Facilities, all of which shall be maintained by the Parcel B Owner at its sole cost and expense) shall mean the customary costs (i.e., the current market rate) incurred in the operation of the Facilities and for maintenance and repair thereof. In determining "cost and expense" of operating and maintaining the Facilities for purposes hereof the following items shall be included: (a) expenses and reserves for repairs to the Facilities, including, without limitation, patching, replacement, repaving, resealing and striping the parking areas; (b) snow removal of the private roadway; and (c) the cost of keeping in force liability insurance and property damage insurance (which shall include a waiver of subrogation against all Owners) covering the Facilities and insuring Condominium I and all Owners as named insured and (d) fees for any accounting required to maintain a system of books and records to manage the costs and receipts under this Amended Agreement provided the accounting fees do not exceed One Hundred Dollars (\$100.00) per quarter for each of the three (3) parties (Condominium I, Parcel B Owner and Parcel C Owner) (collectively, the "Facilities Costs"). In no event will Facilities Costs include (i) brokerage, leasing, administrative, clerical, remodel, tenant improvements, management fees, or costs of acquisition or new land or construction of new buildings, or any expenditures for which Condominium I is reimbursed from any source, including, without limitation, insurance and condemnation proceeds; provided, however, if Condominium I has to expend any amounts that are subject to reimbursement by insurance or condemnation award but such reimbursement has not been received by Condominium I, then such items shall be considered Facilities Costs and invoiced under the provisions hereof, however, at such time as Condominium I does receive such reimbursement proceeds or any portion thereof, then Condominium I shall distribute each party's share of the proceeds (i.e.,  $1/3^{\text{rd}}$  to each Parcel B Owner and Parcel C Owner) within fifteen (15) days of such receipt; (ii) expenses in connection with services or other benefits of a type that are not provided to all Owners or occupants of the Park Place I Tract; and (iii) except for capital expenditures for any Common Areas, costs of a capital nature, including capital improvements, capital equipment or capital tools all as

7  
B3042 221

determined in accordance with generally accepted accounting principles.

Condominium I shall maintain a comprehensive system of books and accounts, showing and reflecting the Facilities Costs. All such books and accounts shall be available for inspection by any Owner at any time during normal business hours at Condominium I's principal place of business and copies may be available at a standard expense.

At the end of each quarter, Condominium I shall render unto each Owner of a Lot an invoice showing the cost and expense incurred in operating and maintaining the Facilities during such quarter and stating the fractional share thereof payable by Owners, as determined in accordance with this Paragraph 6. For so long as 7-Eleven is the Parcel B Owner, Condominium I shall also provide 7-Eleven with a copy of the invoices evidencing all costs and expenses incurred in operating and maintaining the Facilities during such time period. Each Owner of a Lot shall remit the amount due under the invoice to Condominium I within thirty (30) days after receipt by it of such invoice.

Any such proportionate share which is not paid in accordance with the terms hereof shall constitute a default and said amount, together with interest at the rate of eighteen percent (18%) per annum, a late charge of the greater of Fifteen Dollars (\$15.00) or ten percent (10%) of the amount due, costs of collection and reasonable attorney's fees may be collected by Condominium I by any and all remedies provided for herein, or at law or in equity, including, without limitation, placing a lien on any property of the defaulting Owner pursuant to the Maryland Contract Lien Act and/or action for damages and all costs, including without limitation, reasonable attorney's fees and court costs. In the event Condominium I elects to pursue collection under the Maryland Contract Lien Act, the lien may be established and enforced for damages, costs of collection, late charges as described above, and reasonable attorney's fees or such greater amount as may be awarded by a court having jurisdiction for breach of any of the covenants herein. The Owners of condominium units as well as the Parcel B Owner and Parcel C Owner shall be liable for all amounts due under this Amended Agreement from said Owner and each Owner's condominium unit or Lot, as applicable, shall remain subject to the lien for all such amounts. This Paragraph shall not be deemed to limit or waive, and shall be without prejudice to, any rights, remedies or recourses available to Condominium I for non-payment of assessments.

7. **Nature of Rights Granted.** Subject to the provisions of hereof, the easements, restrictions, benefits and obligations set forth in this Amended Agreement shall create mutual and reciprocal easements, restrictions, benefits and servitudes upon the Property, running with the land, which shall be perpetual. This Amended Agreement shall create privity of contract and estate with and among the parties hereto and all grantees of all or any part of the Property, and their respective successors and assigns. Further, subject to the terms hereof, this Amended Agreement creates an exclusive right of use by the Parcel B Owner of the Parcel B Facilities.

8. **Right to Cure Defaults.** If the Declarant, Condominium I or any Owner fails to perform any of its obligations hereunder, then the non-defaulting party may, after notifying the defaulting party in writing of its breach and provided the defaulting party fails to cure such breach within thirty (30) days after receipt of such written notice, the non-defaulting party shall have the right, but not the obligation, to cure such default and collect, upon demand, from the



33042 222

defaulting party the costs incurred to remedy such breach, together with reasonable attorneys' fees and court costs, if court action is instituted for collection thereof; provided, however, that in the event of any damage which causes an immediate threat to the health, safety or welfare to the Owners, such thirty (30) day notice and cure period shall be waived.

9. **Indemnity.** Each party to this Amended Agreement hereby indemnifies the other parties, and holds them harmless against and from:

A. Any and all claims, actions, damages, liability or expense which the persons or entities so indemnified, their respective agents, tenants and invitees, successors and assigns, may incur in connection with any and all injuries to or death of persons or damage to real or personal property arising out of the exercise of the use of the Facilities or Parcel B Facilities by said party; and

B. Any and all mechanics' and materialmen's or other liens or claims arising out of any action taken by (or failed to be taken by) said party in violation of the terms hereof.

10. **Negligence of Using Party.** Any damage to the Facilities or Parcel B Facilities caused by the negligence or intentional acts of any party benefited hereby, or anyone claiming by or through them, shall be immediately repaired and restored by the party responsible for the damage and, if not so repaired, may be repaired by Declarant, Condominium I or the Owner of a Lot, and the costs of such repair shall be thereafter assessed against the party which caused the damage.

11. **Termination of Easements.** The easements, benefits and obligations set forth herein may be terminated or released by the recordation in the Land Records of a written instrument executed by all Owners (and the Declarant, if Declarant owns any portion of Park Place I Tract or any Lot at the time of such termination or release); provided, however, that any termination or release hereunder shall have no effect on the provisions of Paragraph 13(i), which shall continue to survive any termination or release. Until such termination and release, all such easements, benefits and obligations created by this Amended Agreement shall be deemed easements running with and binding upon the Property as appurtenances to the dominant estates. This Amended Agreement shall create privity of contract and estate with and among the Owners and all grantees of all of the Owners. No common ownership, now or hereafter shall create a merger of any of the rights created herein unless affirmatively declared merged and extinguished by instrument recorded among the Land Records.

12. **Interpretation.** This Amended Agreement shall not impose upon any party hereto any obligation to initially construct any Facilities or Parcel B Facilities, but the Facilities or Parcel B Facilities, once constructed, shall be subject to the terms and provisions hereof.

13. **Notices.** Any notice hereunder, including, without limitation, any invoices issued in accordance with the terms of this Amended Agreement (e.g., invoices in connection with a party's share of the Facilities Costs), shall be in writing and shall be deemed to have been properly given when sent by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses which follow:

33042 223

DECLARANT:

GFC DEVELOPMENT, LLC  
3148 Longfield Road  
Glenwood, Maryland 21738

CONDOMINIUM I:

Park Place Laurel Condominium I, Inc.  
c/o Complete Management Services, Inc.  
600 Dover Road  
Pasadena, Maryland 21122

With copies to:

GFC DEVELOPMENT, LLC  
3148 Longfield Road  
Glenwood, Maryland 21738

Rachel M. Hess, Esq.  
Winegrad, Hess, Friedman & Levitt, LLC  
400 Redland Court  
Suite 212  
Owings Mills, Maryland 21117

PARCEL B OWNER:

7-ELEVEN, INC.  
Attn: Corporate Real Estate  
One Arts Plaza  
1722 Routh Street, Suite 1000  
Dallas, TX 75201

With a copy to:  
Attn: Property Accounting, #35282  
One Arts Plaza  
1722 Routh Street, Suite 1000  
Dallas, Texas 75201

14. General

(a) The provisions hereof are not intended to and do not constitute a dedication for public use and the rights and easements herein created are private and for the benefit only of the parties herein designated.

(b) The parties and their respective successors and assigns shall, from time to time, execute and deliver such instruments of further assurances or confirmation, in recordable form, as may be reasonably necessary to perfect, complete and confirm the easements or other obligations created herein; provided, however, that the same shall be at no cost or expense to the non-requesting party.

(c) This Amended Agreement contains the final and entire agreement between the parties hereto and they shall not be bound by any liens, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Amended Agreement shall be valid only if executed in writing by the parties hereto, their successors or assigns; provided, however, that the Amended Agreement may be modified (i) upon obtaining the written consent of the: (A) Declarant, until such time as Declarant no longer owns any interest in the Property, and (B) Parcel B Owner, which consent shall not be unreasonably withheld, conditioned or delayed, unless such amendment materially and adversely affects Parcel B Owner's use or occupancy of Parcel B or Parcel B Owner's rights with respect to Parcel B or the Parcel B Facilities in which case the Parcel B Owner's consent may be granted or withheld in its sole discretion, and (ii) the written consent of the other Owners once Declarant no longer owns any interest in the Property. If the Declarant proposes an amendment or modification to this Amended Agreement that does not affect the Parcel B Owner's use or occupancy of Parcel B or the Parcel B Facilities, and the Parcel B Owner fails to respond to Declarant with either a consent or rejection of any proposed amendment to this Amended Agreement (and if rejected, also provides an explanation of why the proposed amendment is rejected), within ten (10) business days' following delivery of written notice from Declarant to Parcel B Owner requesting consent to the proposed amendment or modification (which notice shall include a complete copy of the proposed amendment or modification), then Parcel B Owner shall be deemed to have consented to such action and no further action shall be required to satisfy the requirement of consent by Parcel B Owner. In addition, each Owner and occupant does automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as its attorney-in-fact for the purpose of executing such amendment; provided, however, that the designation of Declarant as an attorney-in-fact for the Parcel B Owner shall only apply for the situation described in the immediately preceding sentence and Declarant is expressly prohibited from serving as an attorney-in-fact for the Parcel B Owner in any other instance. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE SO LONG AS DECLARANT ACTS IN ACCORDANCE WITH THIS PROVISION AND IS COUPLED WITH AN INTEREST AS SET FORTH IN THIS PROVISION.

(d) As used in this Amended Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(e) This Amended Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(f) The provisions of this Amended Agreement shall be deemed to be cumulative. No provision of this Amended Agreement shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

(g) The captions of this Amended Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Amended Agreement or any part hereof. The Explanatory Statement in this Amended Agreement forms a substantive part of this Amended Agreement.

33042 225

(h) This Amended Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document, provided, however, that this Amended Agreement shall not be effective unless and until the parties named herein shall have executed this Amended Agreement.

(i) Declarant and its successors and assigns hereby reserves the right to enter over, through and upon the Facilities for a period terminating twelve (12) years from the date Declarant no longer owns any portion of the Park Place I Tract for the purposes of fulfilling any warranty obligations relating to condominium units and/or any common elements of Park Place Laurel Condominium I; provided, however, that this provision shall not be construed to impose any such warranty liability on Declarant.

(j) Any disputes arising hereunder, including, without limitation, the allocation of costs for maintenance and upkeep, shall be resolved by binding arbitration under the auspices of the American Arbitration Association or its successor or any other organizations by mutual agreement. Unless Declarant is a party to such arbitration, any judgment award shall include monetary damages, interest, costs, attorneys' fees and expert expenses; provided, that if Declarant is a party to such arbitration, no attorneys' fees may be awarded in favor of any other party against Declarant if Declarant is not the prevailing party. The prevailing party in any arbitration or judgment may also avail itself of the Maryland Contract Lien Law pursuant to the Real Property Article.

(k) Except as otherwise set forth herein, this Amended Agreement in no way affects or modifies any of the rights or obligations of Declarant, Condominium I or any Owner of a condominium unit under Condominium Documents.

**[Signatures to follow on next pages.]**

33042 226

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

WITNESS/ATTEST:

GFC DEVELOPMENT, LLC, a Maryland limited liability company

*Kace Duen*

By: *[Signature]* (SEAL)  
Name: Daniel J. Gough  
Title: Member

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that, on this 20 day of SEPTEMBER, 2011, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Daniel J. Gough, Member of GFC Development, LLC, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and that and that he, as such Member executed the foregoing instrument for the purposes therein contained by signing the name of Declarant by himself as such Member.

AS WITNESS my hand and Notarial Seal

*[Signature]* (SEAL)  
Notary Public

My Commission Expires: \_\_\_\_\_

**Brian D. Picker**  
Notary Public  
Howard County, Maryland  
My Commission Expires June 5, 2012



33042 227

WITNESS/ATTEST:

Maureen

PARK PLACE LAUREL CONDOMINIUM  
I, INC.

By: [Signature] (SEAL)  
Name: Daniel J. Gough  
Title: President

STATE OF MARYLAND, HOWARD COUNTY,

I HEREBY CERTIFY that on this 20 day of SEPTEMBER, 2011, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Daniel J. Gough, who acknowledged himself to be the President of Park Place Laurel Condominium I, Inc., a Maryland condominium association, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the condominium association by himself as such President.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_

Brian D. Picker  
Notary Public  
Howard County, Maryland  
My Commission Expires June 5, 2012



33042 228

Attest:

7-ELEVEN, INC., a Texas corporation

By:

*Kristen Williams Cook*  
Name: *Kristen Williams Cook*  
Title: *Asst. Secretary*

By:

*Kenji Gosaway*  
Name: *Kenji Gosaway*  
Title: *Vice President*

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared *Kenji Gosaway and Kristen W. Cook*, a Vice President and Assistant Secretary, respectively, of 7-Eleven, Inc., a Texas corporation, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was executed as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this *6* day of *September*, 20*11*.

*Karen Pennell*  
Notary Public

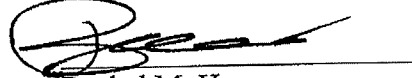
My Commission Expires: *5-1-2013*



33042 229

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.



\_\_\_\_\_

Rachel M. Hess

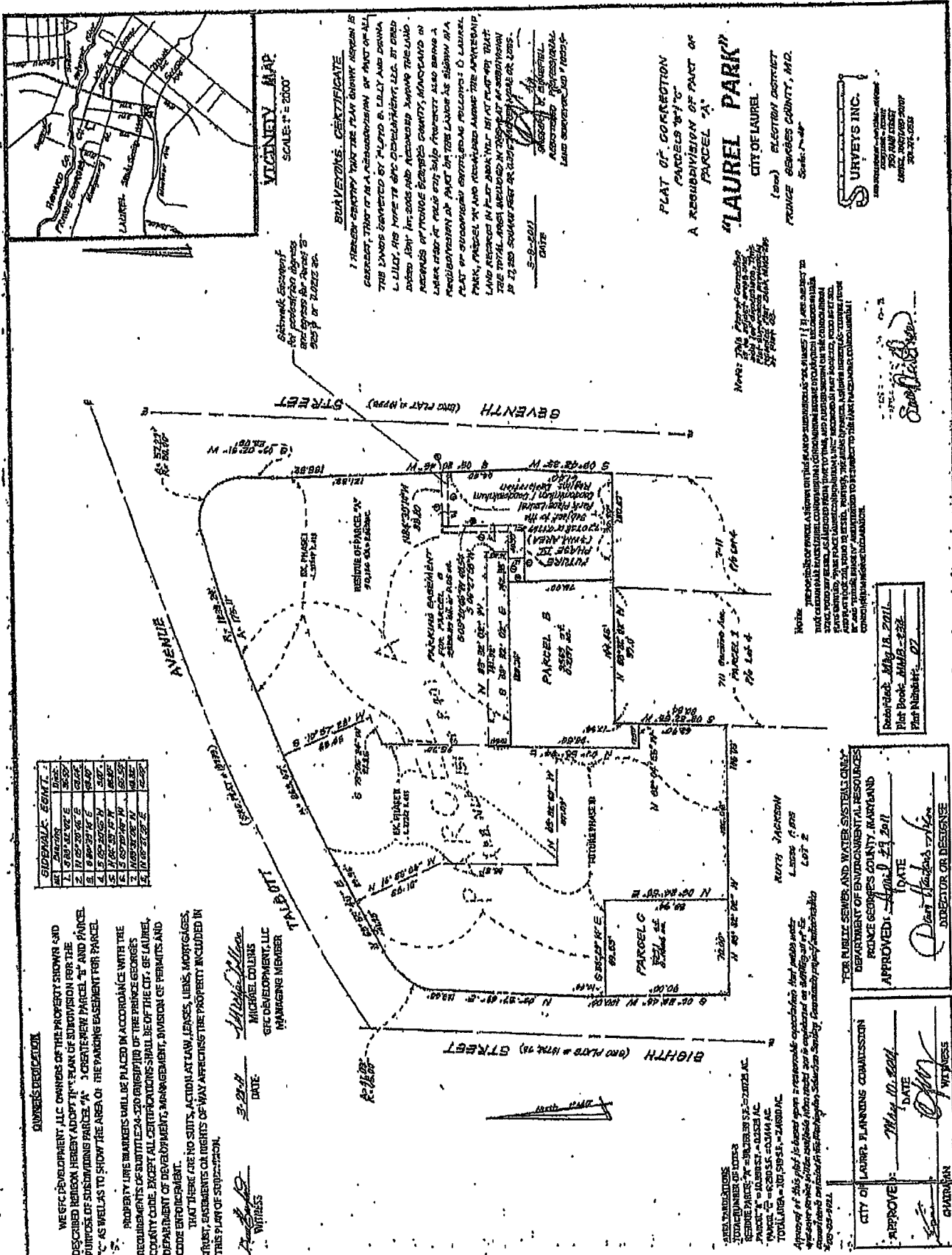


33042 230

EXHIBIT "A"

Description of Land

[see attached document for description]



NO.	GENERAL EGMT.	DATE
1.	1. 10/27/09	10/27/09
2.	2. 11/02/10	11/02/10
3.	3. 11/02/10	11/02/10
4.	4. 11/02/10	11/02/10
5.	5. 11/02/10	11/02/10
6.	6. 11/02/10	11/02/10
7.	7. 11/02/10	11/02/10
8.	8. 11/02/10	11/02/10
9.	9. 11/02/10	11/02/10
10.	10. 11/02/10	11/02/10

**SURVEYORS CERTIFICATE**

WE GFC DEVELOPMENT, LLC OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON HEREBY ADOPT THE PLAN OF SUBDIVISION FOR THE PURPOSES OF SUBDIVIDING PARCELS "A", "B", "C", AND "D" OF PARCEL "A", AS WELL AS TO SHOW THE AREA OF THE VARIOUS EASEMENTS FOR PARCEL "A".

PROPERTY LINE MARKERS WILL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF SUBTITLE 24-220 (REGISTRATION OF THE PRINCE GEORGES COUNTY CODE). EXCEPT ALL CERTIFICATIONS SHALL BE OF THE CITY OF LAUREL, DEPARTMENT OF DEVELOPMENT, MANAGEMENT, DIVISION OF PERMITS AND CODE ENFORCEMENT.

THAT THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, FIRST EASEMENTS OR RIGHTS OF WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION.

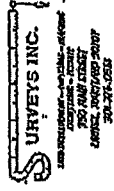
DATE: 3-23-11  
 MICHAEL COLLINS  
 GFC DEVELOPMENT, LLC  
 MANAGING MEMBER

**SURVEYORS CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, TRUE AND IS A REPRODUCTION OF PART OF ALL THE PAPERS SUBMITTED BY PLAYS B. LILLY AND DENVA L. LILLY, HIS WIFE TO THE PRINCE GEORGES COUNTY DEPARTMENT OF PUBLIC WORKS AND ENGINEERING, DIVISION OF PERMITS AND CODE ENFORCEMENT, FOR THE PURPOSES OF SUBDIVIDING PARCELS "A", "B", "C", AND "D" OF PARCEL "A", AS WELL AS TO SHOW THE AREA OF THE VARIOUS EASEMENTS FOR PARCEL "A".

DATE: 3-23-2011  
 MICHAEL COLLINS  
 GFC DEVELOPMENT, LLC  
 MANAGING MEMBER

PLAT OF CORRECTION  
 PARCELS "A", "B", "C",  
 A RESUBDIVISION OF PART OF  
 PARCEL "A"  
**"LAUREL PARK"**  
 CITY OF LAUREL  
 (2011) ELECTION DISTRICT  
 PRINCE GEORGES COUNTY, MD.  
 Scale: 1" = 200'



**NOTICE**

THIS PLAN OF CORRECTION... (text partially obscured)

Reopened: May 18, 2011  
 Plat Book: MMB-232  
 Plat Number: 07

**AREA VARIATIONS**

TOTAL NUMBER OF LOTS: 2  
 RESERVE PARCELS: "A" - 10,000 SQ. FT. - 0.23 AC.  
 PARCEL "A" - 10,000 SQ. FT. - 0.23 AC.  
 PARCEL "B" - 10,000 SQ. FT. - 0.23 AC.  
 TOTAL AREA - 30,000 SQ. FT. - 0.69 AC.

Approved if this plat is based upon a reasonable expectation that public utility easements shown hereon are in accordance with the existing record and that the same are in accordance with the applicable laws and regulations of the State of Maryland.

FOR PUBLIC SEWER AND WATER SYSTEMS ONLY  
 DEPARTMENT OF ENVIRONMENTAL RESOURCES  
 PRINCE GEORGES COUNTY, MARYLAND

APPROVED: April 24, 2011  
 DATE: April 24, 2011  
 DIRECTOR OF DESIGN

CITY OF LAUREL PLANNING COMMISSION  
 APPROVED: May 10, 2011  
 DATE: May 10, 2011  
 CHAIRMAN: [Signature]  
 WITNESS: [Signature]

33042 232

EXHIBIT "B" THROUGH EXHIBIT "F"  
DESCRIPTION OF EASEMENTS

[SEE ATTACHED PAGES FOR DESCRIPTION OF THE EASEMENTS]

33042 233

**EXHIBIT "B"**

Description

**EASEMENT / PHASE AREAS**

**PARK PLACE LAUREL  
CONDOMINIUM I, INC.**

A portion of lands of  
**GFC DEVELOPMENT, LLC**

Prepared by Surveys, Inc.  
May 17, 2011

Being four (4) pieces or parcels of land hereinafter described as EASEMENTS / PHASE AREA #1, EASEMENTS / PHASE AREA #2, EASEMENTS / PHASE AREA #3, EASEMENTS / PHASE AREA #4, lying in the City of Laurel and tenth (10th) Election District of Prince George's County, Maryland and being described in a conveyance from FLOYED E. and DONNA L. LILLY to GFC DEVELOPMENT, LLC., a Maryland limited liability company and recorded among the Land Records of Prince George's County, Maryland in Liber 19337 at Folio 71, said property also being Plat of Correction, PARCELS "B" and "C" a resubdivision of PARCEL "A" "LAUREL PARK" recorded among the aforesaid land records in Plat Book MMB 234 at Plat 07, EASEMENTS / PHASE AREAS being more particularly described as follows:

**EASEMENT / PHASE AREA # I**

**CONTAINING** a total of 37,600 square feet or 0.08632 acres of land more or less as shown on **EXHIBIT "C"**, saving and excepting 2,320 square feet or 0.05 acres for a parking easement and 244 square feet or 0.0056 acres for sidewalk easement for PARCEL "B" as shown on the aforementioned plat.

**EASEMENT / PHASE AREA # II**

**CONTAINING** a total of 17,436 square feet or 0.4003 acres of land more or less as shown on **EXHIBIT "D"**

**EASEMENT / PHASE AREA # III**

**CONTAINING** a total of 28,664 square feet or 0.6580 acres of land more or less as shown on **EXHIBIT "E"**

33042 234

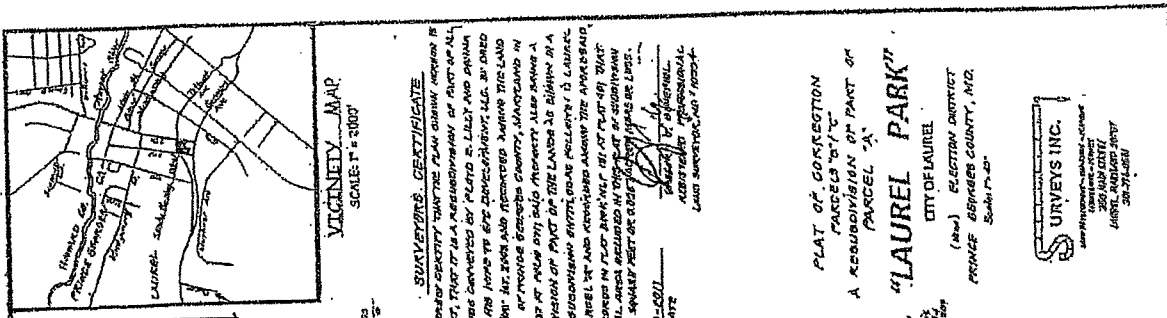
EASEMENT / PHASE AREA # IV

CONTAINING a total of 7,707 square feet or 0.1769 acres of land more or less as shown on EXHIBIT "F", saving and excepting 681 square feet or 0.0156 acres for sidewalk easement for PARCEL "B" as shown on the aforementioned plat.

Certified Correct:

---

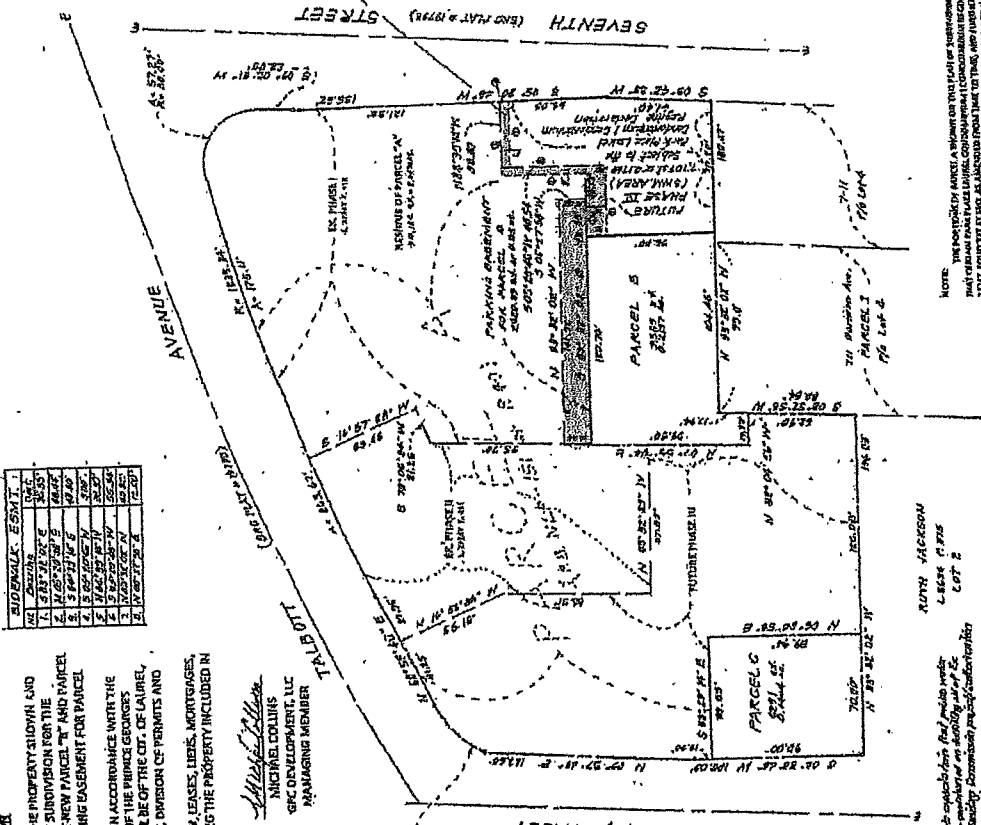
Gregory C. Benefiel  
Registered Professional  
Land Surveyor, Md. # 10994



**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, THAT IT IS A REPRODUCTION OF PART OF ALL THE LOTS CONVEYED BY PLATS S. LILLY AND BRINA S. LILLY, AND PART OF THE CONVEYANCE, ETC. AS DEDICATED BY SAID LOTS AND CONVEYANCE, AND THAT THE LAND HEREON IS NOT SUBJECT TO ANY OTHER CLAIM OR INTEREST OF ANY KIND OR CHARACTER, AND THAT THE LAND IS NOT SUBJECT TO ANY OTHER CLAIM OR INTEREST OF ANY KIND OR CHARACTER, AND THAT THE LAND IS NOT SUBJECT TO ANY OTHER CLAIM OR INTEREST OF ANY KIND OR CHARACTER.

PLAT OF CORRECTION  
 PARCELS "A", "B", "C"  
 A RE-SUBDIVISION OF PART OF  
 PARCEL "A"  
**"LAUREL PARK"**  
 CITY OF LAUREL  
 (NEW) ELECTION DISTRICT  
 PRINCE GEORGES COUNTY, MD.  
 Sheet P-2

**SURVEYS INC.**  
 14000 WOODBURN DRIVE  
 GREENBELT, MARYLAND 20814  
 301-371-1450



SIDEWALK	ESSENTIAL
1	10.00
2	10.00
3	10.00
4	10.00
5	10.00
6	10.00
7	10.00
8	10.00
9	10.00
10	10.00
11	10.00
12	10.00
13	10.00
14	10.00
15	10.00
16	10.00
17	10.00
18	10.00
19	10.00
20	10.00

**OWNER'S DECLARATION**  
 WE, GFC DEVELOPMENT, LLC OWNERS OF THE PROJECT SHOWN AND DESCRIBED HEREON HEREBY ADOPT THE PLAN OF SUBDIVISION FOR THE PURPOSES OF SUBDIVIDING PARCELS "A", "B", AND "C" AND PARCEL "C" AS WELL AS TO SHOW THE AREA OF THE PARKING EASEMENT FOR PARCEL "C".  
 PROPERTY LINE MARKERS WILL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF SUBTITLE 2-201 (B) (1) OF THE PRINCE GEORGES COUNTY CODE, EXCEPT ALL CERTIFICATIONS SHALL BE OF THE CITY OF LAUREL, DEPARTMENT OF DEVELOPMENT, MANAGEMENT, DIVISION OF PERMITS AND CODE ENFORCEMENT.  
 THAT THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, DEEDS, MORTGAGES, TRUSTS, EASEMENTS OR RIGHTS OF WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION.

*Michael Collins*  
 MICHAEL COLLINS  
 GFC DEVELOPMENT, LLC  
 MANAGING MEMBER

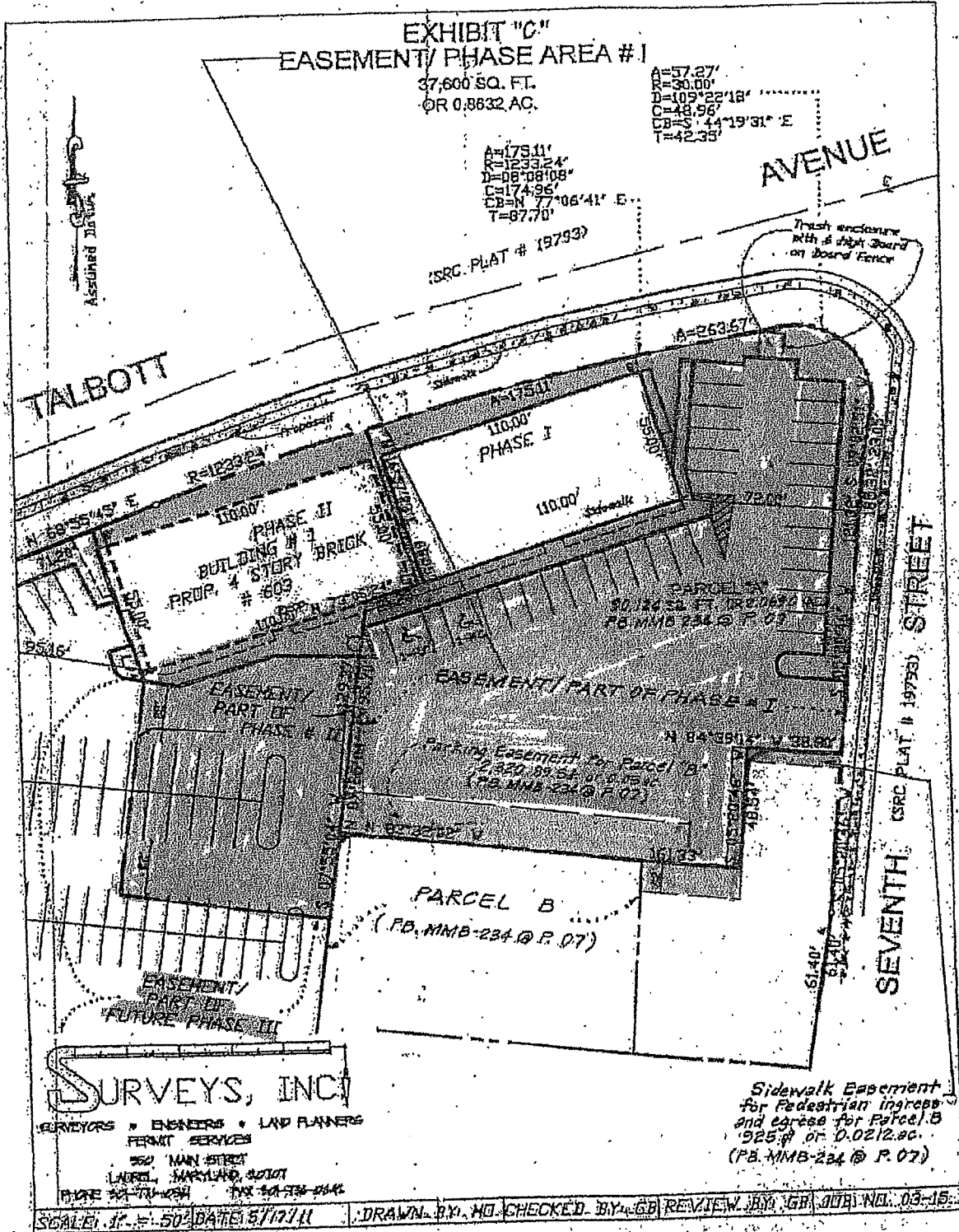
**APPROVED:** *Ruth Jackson*  
 DATE: May 10, 2011  
 RUTH JACKSON  
 CITY ENGINEER

**FOR FAMILY SEWER AND WATER SYSTEMS ONLY**  
 DEPARTMENT OF ENVIRONMENTAL RESOURCES  
 PRINCE GEORGES COUNTY, MARYLAND  
 APPROVED: *[Signature]*  
 DATE: May 11, 2011  
 DIRECTOR OF DRAINAGE

**CITY OF LAUREL PLANNING COMMISSION**  
 APPROVED: *[Signature]*  
 DATE: May 10, 2011  
 CHAIRMAN

Recorded: May 18, 2011  
 Plat Book: MMB-2-238  
 Plat Number: 02

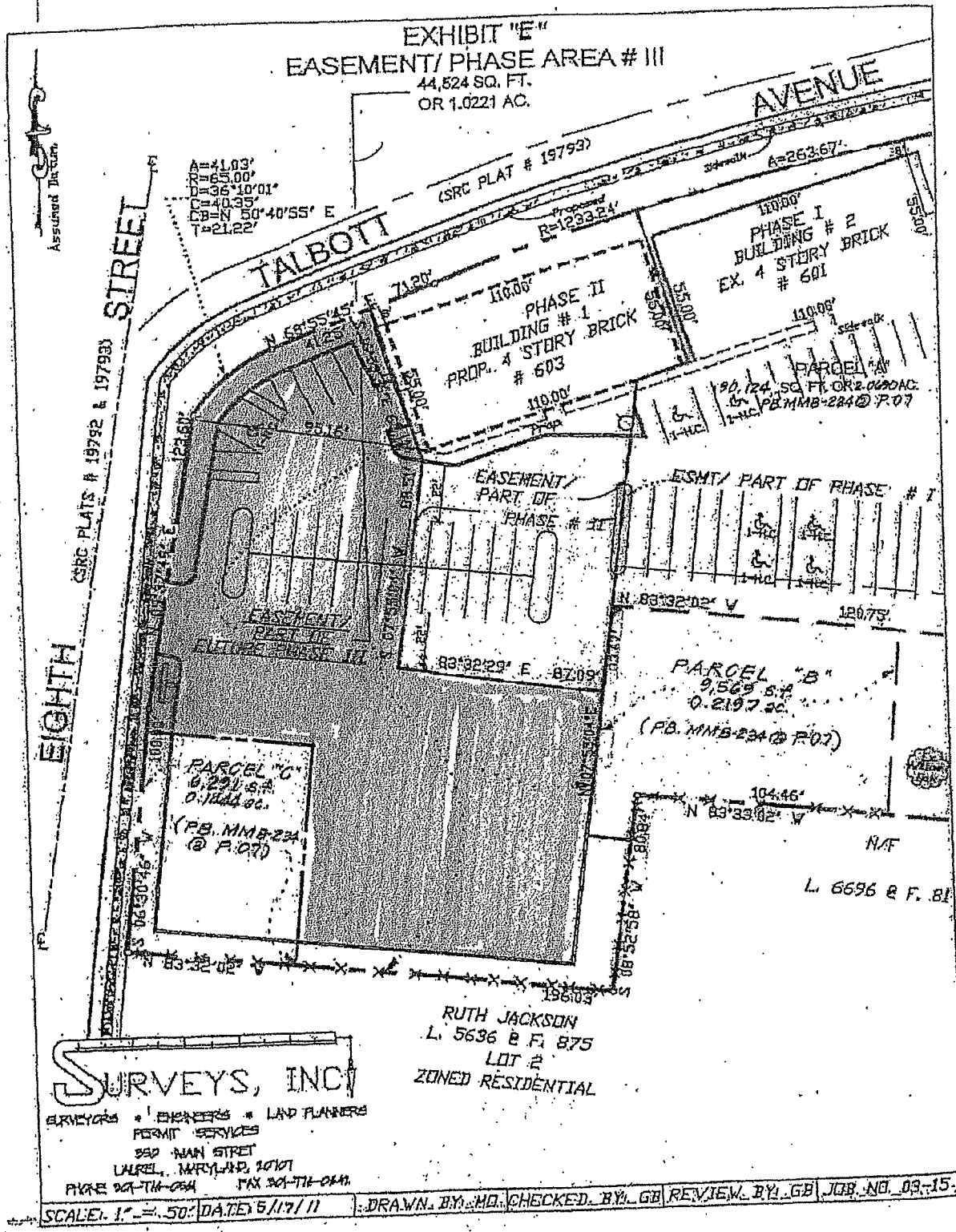
**NOTE:** THE PROJECTOR HAS REVIEWED THIS PLAN OF SUBDIVISION AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE PLANNING AND ZONING ACTS OF THE CITY OF LAUREL, MARYLAND. THE PROJECTOR HAS REVIEWED THE PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE PLANNING AND ZONING ACTS OF THE CITY OF LAUREL, MARYLAND. THE PROJECTOR HAS REVIEWED THE PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE PLANNING AND ZONING ACTS OF THE CITY OF LAUREL, MARYLAND.







33042 238

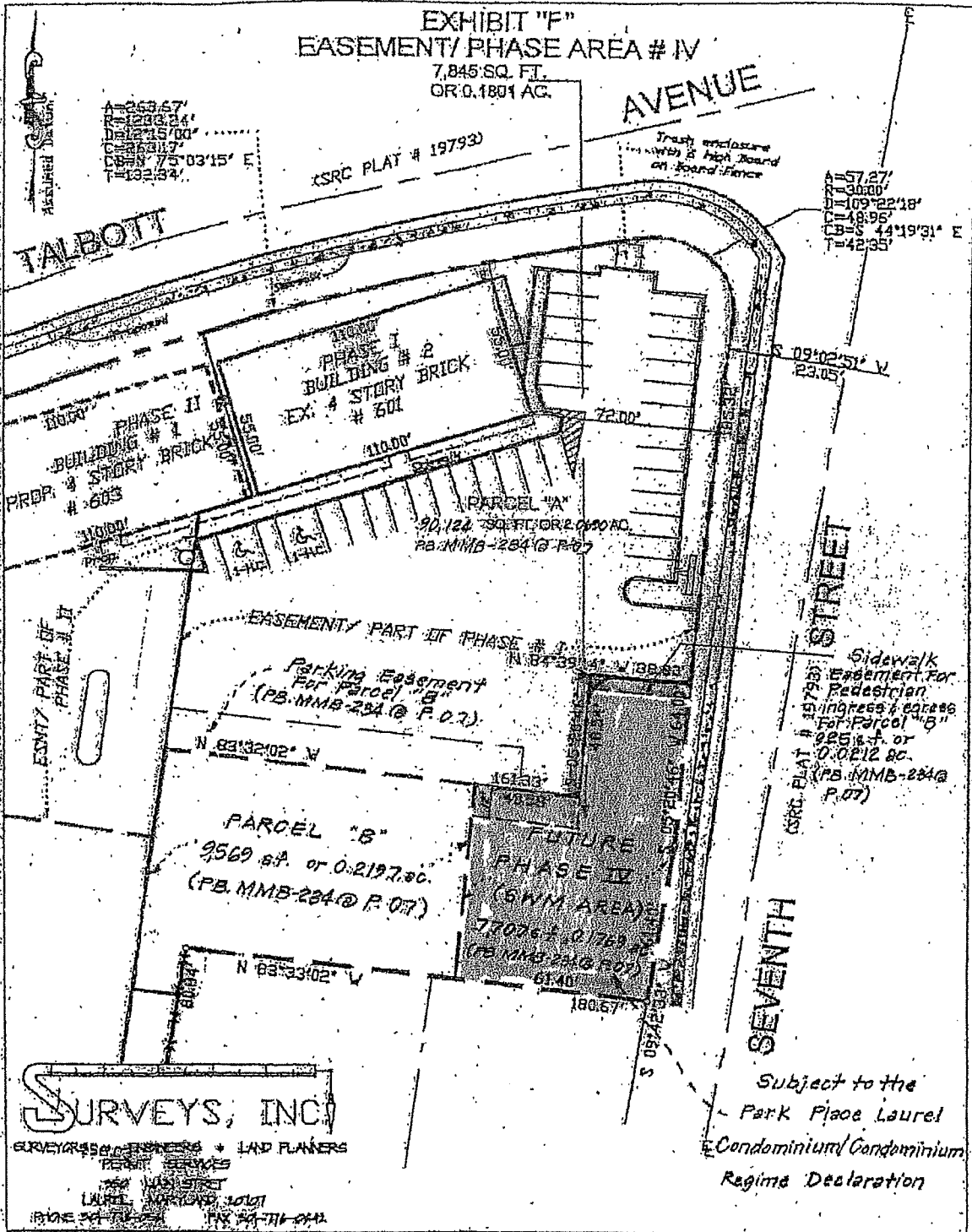


33042 239

EXHIBIT "F"  
EASEMENT/ PHASE AREA # IV

7,845 SQ. FT.  
OR 0.1801 AC.

AVENUE



**SURVEYS, INC.**

SURVEYORS & ENGINEERS • LAND PLANNERS  
TRUST SERVICES  
LAND ACQUISITION  
PLANNING SERVICES

Subject to the  
Park Place Laurel  
Condominium/Condominium  
Regime Declaration

SCALE: 1" = 150' DATE: 3/17/00 DRAWN BY: NO CHECKED BY: GB REVIEWED BY: GB JOB NO: 03-15

33042 240

EXHIBIT "G"

Description of Parcel B

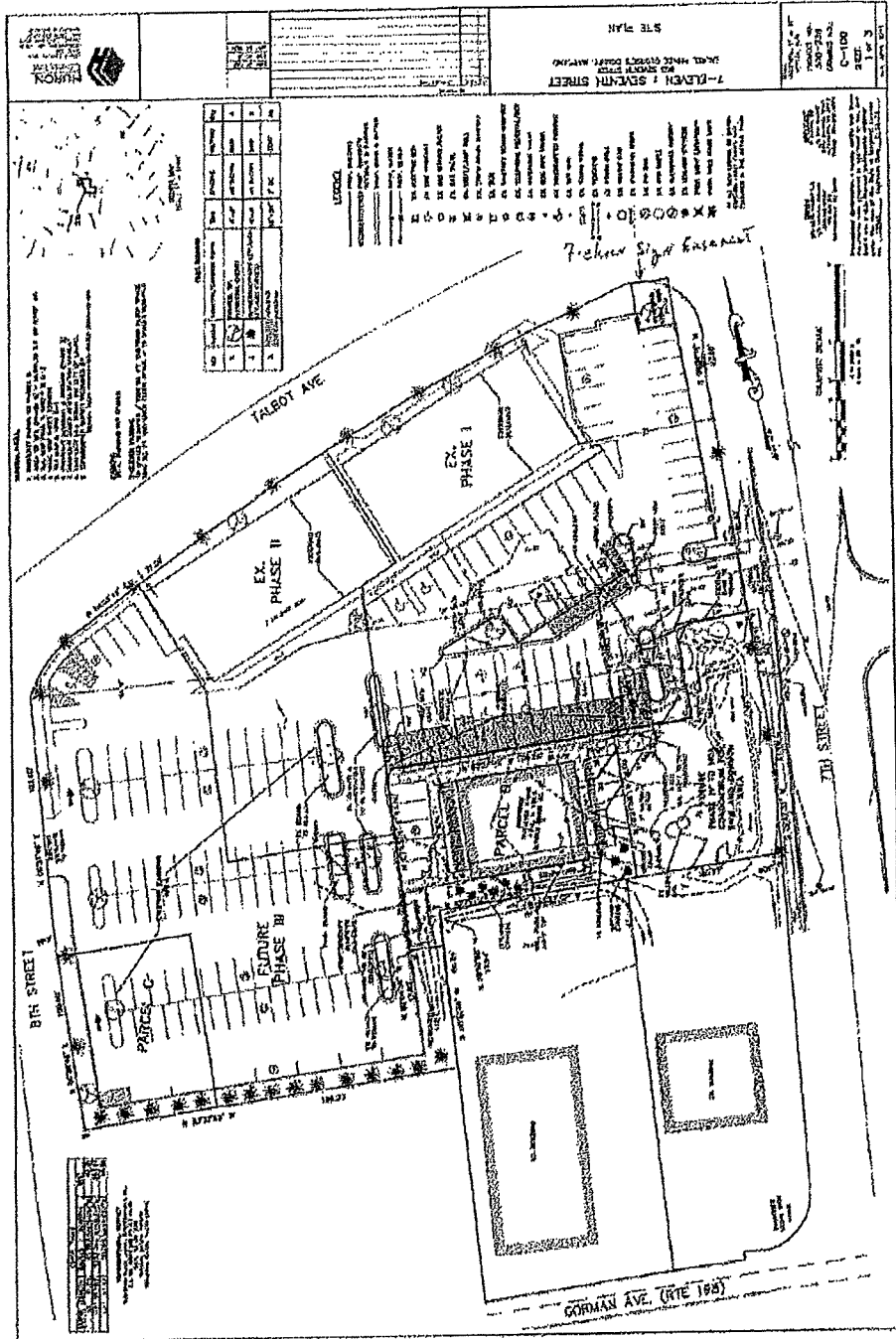
All that land shown as "PARCEL B", on the plat entitled, "PLAT OF CORRECTION PARCELS "B" & "C" A RESUBDIVISION OF PART OF PARCEL "A" "LAUREL PARK", recorded on May 18, 2011, in Plat Book MMB-234 at Plat Number 07.

33042 241

EXHIBIT "H"

SIGN PLAN  
(copy attached)

33042 242



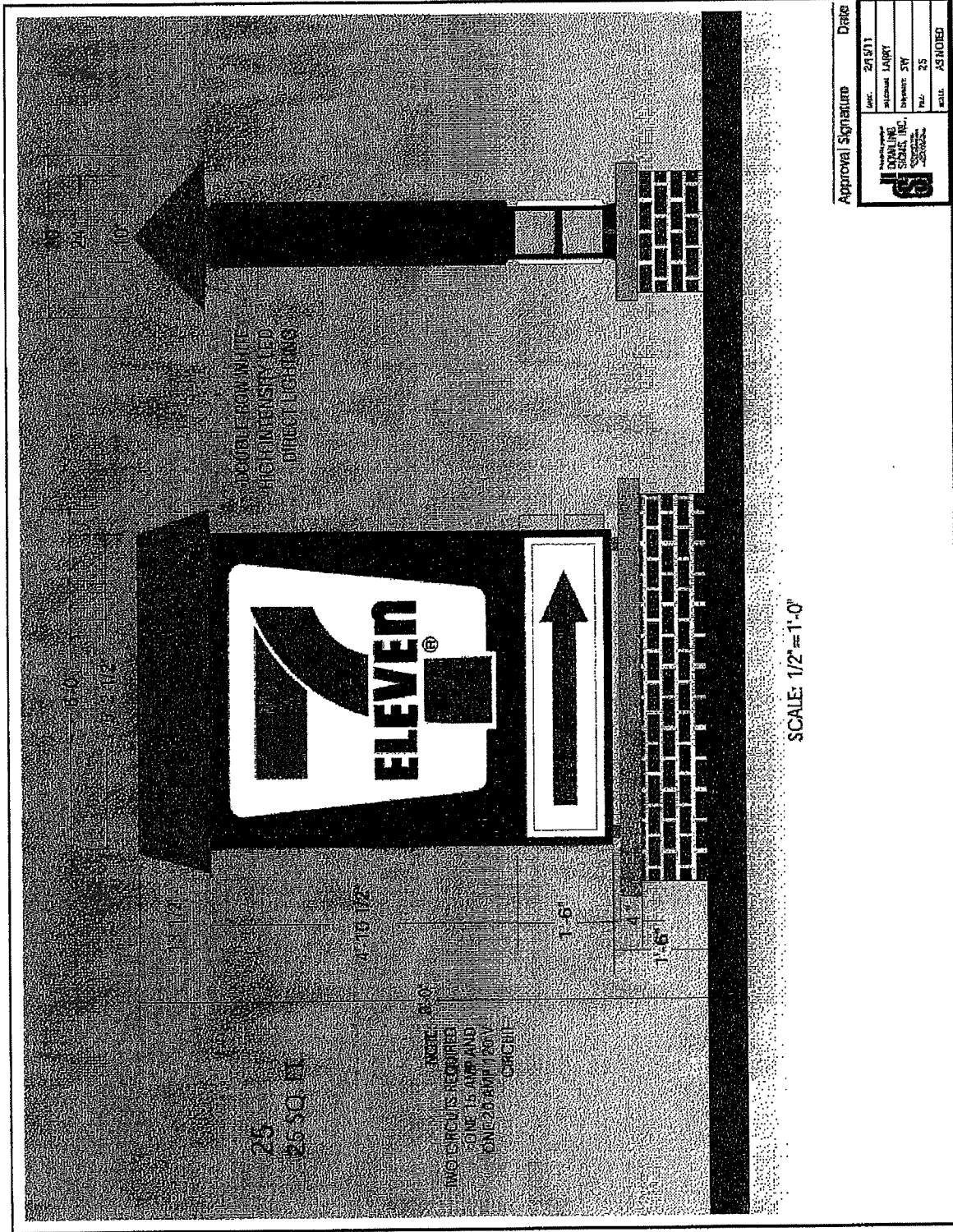
33042 243

EXHIBIT "H-1"

SIGN RENDERING  
(copy attached)

33042 244

13660709V.5



Approval Signature	Date
	2/1/21
Douglas Scales, Inc. 10000 S. 10th St. Suite 200 Phoenix, AZ 85042	

33042 245

EXHIBIT I

SITE PLAN  
(copy attached)





33042 247

**CONSENT AND AGREEMENT OF ASSIGNEE**

MCA GROUP, L.L.C. (also known as MCA GROUP, LLC), Assignee, under that certain Assignment of Deed of Trust and Security Agreement dated January 4, 2011, and recorded among the Land Records of Prince George's County, Maryland, in Liber 32367, folio 324, *et seq.* from PNC Bank, National Association, successor-in-interest to The Citizens National Bank, beneficiary under that certain Deed of Trust and Security Agreement dated July 12, 2005, and recorded among the Land Records of Prince George's County, Maryland, in Liber 23023, folio 532, *et seq.* (the "Deed of Trust"), hereby joins in the foregoing Amended Agreement for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Amended Agreement to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Assignee shall be deemed in any way to create between the entity named in such Amended Agreement as "Declarant" and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Assignee has executed and sealed this Consent and Agreement of Assignee, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 20<sup>th</sup> day of September, 2011.

WITNESS/ATTEST:

MCA GROUP, L.L.C.,  
a Maryland limited liability company

Maureen

By: Thomas W. Horstkamp (SEAL)  
Name: Thomas Horstkamp  
Title: Authorized Signer

STATE OF MARYLAND, COUNTY OF HOWARD; TO WIT:

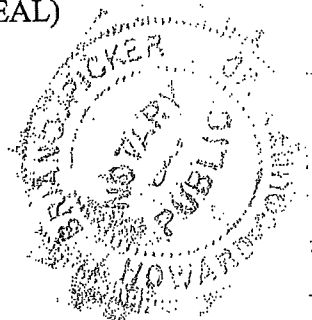
I HEREBY CERTIFY, that on this 20 day of SEPTEMBER, 2011, before me, the subscriber, a Notary Public of the State and county aforesaid, personally appeared Thomas Horstkamp, who acknowledged himself to be the Authorized Signer for MCA GROUP, L.L.C., Assignee, and being authorized to do so, executed this Consent and Agreement of Assignee for the purposes therein contained, by signing in my presence, on behalf of the said Assignee.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Maureen (SEAL)  
Notary Public

My commission expires: \_\_\_\_\_

Brian D. Picker  
Notary Public  
Howard County, Maryland  
My Commission Expires June 5, 2012




33042 248

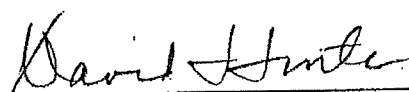
**JOINDER AND CONSENT OF OWNER**

7-ELEVEN, INC., a Texas corporation, as owner of Parcel B described in the foregoing instrument (hereinafter referred to as "Owner"), joins herein for the purposes of agreeing to the terms, provisions, covenants, conditions and restrictions contained in the foregoing Amended Agreement recorded among the Land Records of Prince George's County, Maryland, to which this Joinder is attached, and further agrees that the Amended Agreement shall run with and bind the title to Parcel B and the Parcel B Facilities, in which Owner has an interest.

WITNESS/ATTEST:

7-ELEVEN, INC.

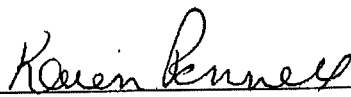
  
\_\_\_\_\_  
Kristen Cook  
Assistant Secretary

By:  (SEAL)  
\_\_\_\_\_  
Name: Dave Fenton  
Title: Senior Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Dave Fenton and Kristen Williams Cook, a Senior Vice President and Assistant Secretary, respectively, of 7-Eleven, Inc., a Texas corporation, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was executed as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20 day of October, 2011

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 5-1-2013



33042 249

AFTER RECORDATION, PLEASE RETURN TO:

Rachel M. Hess, Esquire  
Winegrad, Hess, Friedman & Levitt, LLC  
400 Redland Court  
Suite 212  
Owings Mills, MD 21117

33042 250

State of Maryland Land Instrument Intake Sheet

[ ] Baltimore City. [X] County: PRINCE GEORGE'S
Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.
(Type or Print in Black Ink Only All Copies Must Be Legible)

Form with sections 1-10: Type(s) of Instruments, Conveyance Check Box, Tax Exemptions, Consideration and Tax Calculations, Fees, Description of Property, Transferred From, Transferred To, Other Names to Be Indexed, Contact/Mail Information. Includes tables for financial calculations and property details.

33042 251

Addendum

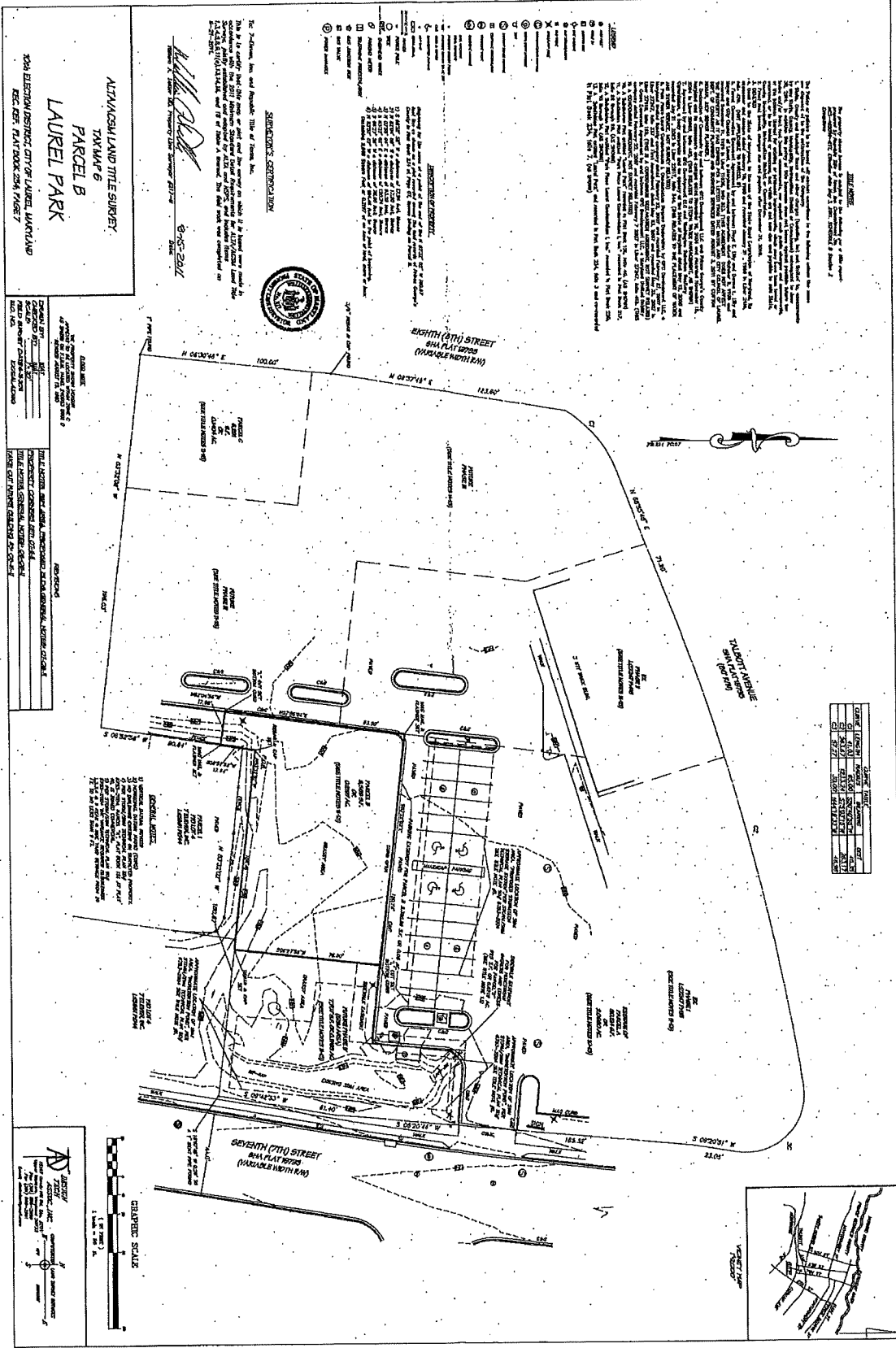
State of Maryland Land Instrument Intake Sheet  
 Baltimore City County: Prince George's

The addendum form should be used when one transaction involves more than two instruments.  
 Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

6	(Continued) Fees	Amount of Fees	Doc. 3	Doc. 4	Doc. 5	Doc. 6
		Recording Charge	\$ 115.00	\$ 115.00	\$	\$
		Surcharge	\$	\$	\$	\$
		State Recordation Tax	\$	\$	\$	\$
		State Transfer Tax	\$	\$	\$	\$
		County Transfer Tax	\$	\$	\$	\$
		Other	\$	\$	\$	\$
7	(Continued) Transferred From	Doc. 3 – Grantor(s) Names(s)		Doc. 4 – Grantor(s) Names(s)		
		GFC Development LLC		GFC Development, LLC		
		Park Place Laurel Condominium I, Inc.				
		Doc. 5 – Grantor(s) Names(s)		Doc. 6 – Grantor(s) Names(s)		
		Doc. 3 – Owners(s) of Record, if Different from Grantor(s)		Doc. 4 – Owners(s) of Record, if Different from Grantor(s)		
		Doc. 5 – Owners(s) of Record, if Different from Grantor(s)		Doc. 6 – Owners(s) of Record, if Different from Grantor(s)		
8	(Continued) Transferred To	Doc. 3 – Grantee(s) Names(s)		Doc. 4 – Grantee(s) Names(s)		
		7-Eleven, Inc.		7-Eleven, Inc.		
		Doc. 5 – Grantee(s) Names(s)		Doc. 6 – Grantee(s) Names(s)		
9	(Continued) Other Names to be Indexed	Doc. 3 – Additional Names to be Indexed (Optional)		Doc. 4 – Additional Names to be Indexed (Optional)		
		Doc. 5 – Additional Names to be Indexed (Optional)		Doc. 6 – Additional Names to be Indexed (Optional)		
Special Instructions	Special Recording Instructions (if any)					

33042 252



ATLANTA LAND TITLE SURVEY  
 PARCEL B  
 LAUREL PARK  
 304 ELECTRA DISTRICT CITY OF LAUREL, MARYLAND  
 REC. 258, MAY ROCK 2584 PAGE 7

NO.	DESCRIPTION	DATE
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...

SEVENTH (7TH) STREET  
 40' PLAT 1850  
 (PARKABLE WITH IN)

EIGHTH (8TH) STREET  
 40' PLAT 1850  
 (PARKABLE WITH IN)

REAR SCALE  
 1" = 100' 0"

AD  
 TITLE SURVEY, INC.  
 1000 ...  
 ...

**NOTICE**

The State of Maryland, Department of General Services, has received the following information from the State of Maryland, Department of General Services, regarding the proposed development of the site shown on the attached plan. The information is as follows:

1. The proposed development is a residential development consisting of a building and parking spaces.

2. The proposed development is located on the site shown on the attached plan.

3. The proposed development is in compliance with the applicable zoning regulations.

4. The proposed development is in compliance with the applicable subdivision regulations.

5. The proposed development is in compliance with the applicable environmental regulations.

6. The proposed development is in compliance with the applicable fire and safety regulations.

7. The proposed development is in compliance with the applicable health and safety regulations.

8. The proposed development is in compliance with the applicable accessibility regulations.

9. The proposed development is in compliance with the applicable utility regulations.

10. The proposed development is in compliance with the applicable other regulations.

**LEGEND**

1. Building Footprint

2. Parking Space

3. Driveway

4. Easement

5. Boundary Line

6. Survey Line

7. Utility Line

8. Other

**NOTICE TO CONTRACTOR**

The contractor is to construct the building and parking spaces as shown on the attached plan. The contractor is to be responsible for obtaining all necessary permits and approvals. The contractor is to be responsible for the construction of the building and parking spaces in accordance with the applicable codes and regulations. The contractor is to be responsible for the construction of the building and parking spaces in a timely and efficient manner. The contractor is to be responsible for the construction of the building and parking spaces in a safe and sound manner. The contractor is to be responsible for the construction of the building and parking spaces in a professional and ethical manner. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable laws and regulations. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable standards and practices. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable industry norms. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable best practices. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable state-of-the-art. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable cutting-edge. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable leading-edge. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable state-of-the-art. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable cutting-edge. The contractor is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable leading-edge.

**NOTICE TO OWNER**

The owner is to provide all necessary information and documents to the contractor. The owner is to be responsible for the construction of the building and parking spaces in a timely and efficient manner. The owner is to be responsible for the construction of the building and parking spaces in a safe and sound manner. The owner is to be responsible for the construction of the building and parking spaces in a professional and ethical manner. The owner is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable laws and regulations. The owner is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable standards and practices. The owner is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable industry norms. The owner is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable best practices. The owner is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable state-of-the-art. The owner is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable cutting-edge. The owner is to be responsible for the construction of the building and parking spaces in a manner that is consistent with the applicable leading-edge.

**CC&Rs**

**Park Place Laurel Condominium**



27247 337

**PARK PLACE LAUREL CONDOMINIUM I  
CONDOMINIUM REGIME DECLARATION**

THIS DECLARATION is made this 22nd day of February, 2007, by GFC DEVELOPMENT, LLC, a Maryland limited liability limited company ("Condominium Developer" or "Developer").

WHEREAS, by Deed dated May 1, 2003, and recorded among the Land Records of Prince George's County, Maryland in Liber 19337, folio 71, et seq., from Floyd E. and Donna L. Lilly, "Grantor", to GFC Development, LLC, "Grantee", the said Grantor did grant and convey unto the said Grantee all that lot of ground described therein being lying and situate in Prince George's County, Maryland.

WHEREAS, Developer intends to construct a four-story mixed-use building (the "Building") on the Property (as defined herein), and Developer intends to subject the Property, the Building, and of the improvements thereon to a condominium regime under applicable Maryland law; and

WHEREAS, the Developer has caused to be prepared by Surveys, Inc., a series of plats (the "Condominium Plat") of the Property, consisting of 5 sheets, dated February 19, 2007, entitled, "PARK PLACE LAUREL CONDOMINIUM I, INC. ".

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

2007 FEB 27 A 8:56

CLERK OF THE  
CIRCUIT COURT

**ARTICLE I  
DEFINITIONS**

As used in this Declaration, the Articles of Incorporation and the Condominium By-Laws and any amendments thereto, unless the context requires otherwise, the following terms shall have the meanings herein ascribed thereto:

IMP FD SURE \$ 20.00  
RECORDING FEE 10.00  
BY LAWS 20.00  
FBI LJJ BIK \$ 100.00  
FED CIV CLK 08-07

- (a) Annual Assessment. "Annual Assessment" means the assessment levied annually against each of the Condominium Units pursuant to Article IX of the Condominium By-Laws and Article IX hereof.
- (b) Building. "Building" means and refers to each four-story structure containing Commercial Units and Residential Units, which is constructed on the Condominium Land (as such term is hereinafter defined).
- (c) Commercial Unit. "Commercial Unit" means any Unit located on floors one (1) through three (3) of the Building, being used for commercial retail or commercial office purposes only.
- (d) Common Element(s). "Common Element(s)" means (a) all of the Condominium other than Units the legal title to which is held by a person other than the Condominium Association, and (b) shall be comprised of the Limited Common Elements and the General Common Elements.

(d) Common Element(s). "Common Element(s)" means (a) all of the Condominium other than Units the legal title to which is held by a person other than the Condominium Association, and (b) shall be comprised of the Limited Common Elements and the General Common Elements.

(e) Common Expense(s). "Common Expense(s)" means the expenses of the Condominium Association, including particularly, but not by way of limitation, the following: the cost and expense of administration, operation, care, cleaning, maintenance, repair or replacement of the Common Elements; payment into a repair and replacement reserve fund established for the foregoing; premiums on any policy of insurance, indemnity or bond required to be procured or maintained under the Declaration or Condominium By-Laws, or deemed necessary or advisable by the Condominium Association or Condominium Board; compensation for accountants, attorneys, engineers, financial experts, superintendents, Manager, Management company, and such other employees and agents as may be deemed necessary or advisable for the operation of the Condominium; all other costs and expenses declared to be a Common Expense by any provision of the Condominium Act, this Declaration or the Condominium By-Laws, or by the Condominium Association or Condominium Board.

(f) Common Profit(s). "Common Profit(s)" means the profit(s) of the Condominium Association.

(g) Condominium. "Condominium" means the Condominium Land, Building and Units, together with all improvements, fixtures, and structures erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, including all space in, upon, above or below the foregoing, all, however, subject to easements, agreements, conditions and other matters of public record, including, without limitation, that certain Easement Agreement dated February 22, 2007, and recorded among the Land Records contemporaneously with the recordation of this Declaration.

(h) Condominium Act; the Act. "Condominium Act" or "the Act" means Title 11 of the Maryland Condominium Act, of the Real Property Article, Annotated Code of Maryland (2003 Repl. Vol.) as the same may, from time to time, heretofore and hereafter be amended.

(i) Condominium Association; Council. "Condominium Association" or "Council" means the incorporated legal entity that is comprised of all Unit Owners, and is charged with the governmental and administrative affairs of the Condominium.

(j) Condominium Board; Board. "Condominium Board" or "Board" means the board of directors of the Condominium Association.

(k) Condominium By-Laws; By-Laws. "Condominium By-Laws" or "By-Laws" means the Condominium By-Laws attached hereto as Exhibit B, as said Condominium By-Laws may, from time to time, be amended.

(l) Condominium Declaration. "Condominium Declaration" (or as used herein, "Declaration") means this Declaration, as said Declaration may, from time to time, be amended.

(m) Condominium Developer; Developer. "Condominium Developer" or "Developer" means GFC Development, LLC, and its successors and any assignee to whom the Condominium Developer specifically assigns by an instrument in writing and recorded among the Land Records of the County, its rights as Developer under this Declaration.

(n) Condominium Documents. "Condominium Documents" means this Declaration, the Condominium By-Laws, Articles of Incorporation, and the Condominium Plat, and all rules and regulations adopted pursuant to the Condominium By-Laws.

(o) Condominium Land; Property. "Condominium Land" or "Property" means all of that real property described in Exhibit A attached hereto.

(p) Condominium Plat. "Condominium Plat" means collectively, the plats entitled "PARK PLACE LAUREL CONDOMINIUM I, INC. ", recorded or intended to be recorded among the Condominium Plat Records of Prince George's County, Maryland, as said Condominium Plat may, from time to time, be amended.

(q) Eligible Mortgagee. "Eligible Mortgagee" means and includes each mortgagee who (i) holds a First Mortgage on a Unit, and (ii) is eligible to receive the notices and information provided by Section (o) of Article XVII of this Declaration.

(r) First Mortgage. "First Mortgage" means and includes a Mortgage with priority over all other Mortgages.

(s) Future Phase. "Future Phase" means each phase added to the Condominium pursuant to Article XVIII of this Declaration.

(t) General Common Element(s). "General Common Element(s)" means and includes all the Common Elements except the Limited Common Elements, and shall include without limitation, sidewalks, walkways, hallways (except as set forth in Article VI (a) herein), stairways, elevators, elevator lobby areas, entrance monuments and signage, electrical/mechanical rooms, underground utilities, trash enclosures with fencing, and storage areas.

(u) Limited Common Element(s). "Limited Common Element(s)" means those Common Elements which are identified in Article X herein, or on the Condominium Plat, as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(v) Majority of the Unit Owners. "Majority of the Unit Owners" means Unit Owners holding more than fifty percent (50%) of the votes appurtenant to all Units in the Condominium.

(w) Majority of the Unit Owners Present and Voting. "Majority of the Unit Owners Present and Voting" means Unit Owners casting more than fifty percent (50%) of the total votes cast on any matter by Unit Owners present, in person or by proxy, at a meeting of the Condominium Association.

27247 340

(x) Manager. "Manager" means the person, firm or corporation from time to time employed by the Condominium Association to administer or supervise the Condominium. If there is no person, firm or corporation employed by the Condominium Association to administer or supervise the Condominium, then the Condominium Board shall be deemed the Manager. However, if there is no Condominium Board elected by the Unit Owners, then the Condominium Association shall be deemed the Manager.

(y) Material Change. "Material Change" shall have the meaning ascribed thereto in Section (a) of Article XVII of this Declaration.

(z) Mortgage. "Mortgage" means a mortgage, deed of trust or other conveyance in the nature of a mortgage.

(aa) Mortgagee. "Mortgagee" means the holder of any recorded Mortgage, the beneficiary of any recorded deed of trust, or the grantee (including personal representatives, successors and assigns of such grantee) named in any recorded conveyance in the nature of a Mortgage, encumbering one or more Units.

(ab) Percentage Interest Factor. "Percentage Interest Factor" means the proportionate interest of each Unit Owner in the Common Elements and in the Common Profits and Common Expenses as specified in Article VII hereof.

(ac) Phase I. "Phase I" means the land designated as "Phase 1" on the Condominium Plat and the improvements located thereon as shown on the Condominium Plat, including the Common Elements together with all structures, fixtures and other improvements erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ad) Residential Unit. "Residential Unit" means any Unit located on the fourth (4<sup>th</sup>) floor of the Building, being used for residential purposes only.

(ae) Special Assessment. "Special Assessment" means the assessment, if any, levied against the Units from time to time pursuant to Section 2 of Article IX of the Condominium By-Laws.

(af) Tenant. "Tenant" means any person, firm, corporation, trustee or other legal entity, or combination thereof, holding leasehold title to a Unit, whether by lease, sublease or otherwise, and includes, but is not limited to, the sublandlord and subtenant, if any, of a Unit.

(ag) Unit. "Unit" means a part of the Condominium Land which is to be subject to exclusive ownership, as designated in the Declaration. In addition, Unit shall also mean and include the following:

- (i) The location within the Condominium, and the dimensions, of each Unit are

27247 341

shown on the Condominium Plat and are more particularly defined below.

(ii) Each Unit shall have and be known by a number, letter, or both, corresponding to the number, letter, or both, as shown with respect to it on the Condominium Plat or, if so assigned by the United States Postal Service, the street address of the Unit.

(iii) Except as may be otherwise provided herein and subject to this Article I (ag) (iv) through and including (x) below, each Unit shall consist of the area described and shown on the Condominium Plat.

(iv) In addition, any circuit breaker panel, electrical meter, gas meter and any and all gas or electrical installations and fixtures (including, without limitation, any and all outlets, meters, switches, lampholders or other electrical or gas service terminals, wherever located), which exist for the exclusive use of such Unit, and all wiring and conduits running from any such circuit breaker panel to any such installation or fixture.

(iv) All of the equipment for the heating and air conditioning of such Unit and the heating of water, including all mechanical equipment and appurtenances located outside such Unit which are designed, designated or installed to serve only that Unit, and all of their controls and control wiring.

(vi) All duct work running from such heating and air conditioning equipment to its outlets into such Unit, and any such outlets.

(vii) All range hoods or bath fans for such Unit, and all duct work connecting the same to any common exhaust duct serving such Unit as well as other Units.

(vii) All bathroom and kitchen plumbing fixtures and connections thereto for such Unit, including, without limitation, all sinks, faucets, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such Unit as well as other Units.

(ix) All improvements, fixtures, windows, exterior doors and installations of every kind and nature whatsoever located within the boundaries of the Unit as hereinabove set forth, as well as improvements, fixtures and installations specifically designated by the provisions hereof as being part of such Unit, but not located within such boundaries.

(x) Anything contained in the foregoing provisions of this Article to the contrary notwithstanding, whenever there is located within the boundaries of a Unit, as described above, either: (a) any loadbearing or structural wall, partition, or column, or (b) any main, duct, stack, wire, conduit, line, drain, pipe, meter or other similar thing or device which is used in providing any utility or service to any portion of the Condominium other than, or in addition to, such Unit, such Unit shall not include the loadbearing or structural portions of such wall, partition or column, or such thing or device.

27247

342

(xi) Each Unit shall have all of the incidents of real property under applicable law.

(ah) Unit Owner; Owner. "Unit Owner" or "Owner" means any person, firm, corporation, trust or other legal entity, or any combination thereof, holding legal title to a Unit. However, no Mortgagee, as such, shall be deemed a Unit Owner. If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, holds the legal title to any one Unit, whether in a real property tenancy, partnership relationship, or otherwise, all of same shall be deemed a single Unit Owner and a single member of the Condominium Association by virtue of Ownership of such Unit. If any single membership in the Condominium Association is comprised of two or more persons, firms, corporations thereof, then each constituent may cast such portion of the vote of the member as the several constituents may mutually determine, provided, however, that in the absence of such a determination, (i) each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the Unit or Units held by the member, and (ii) if only one votes, he, she or it may cast the entire vote of the member and such act shall bind all. In no event may such constituents cast, in aggregate, more than the number of votes appurtenant to the Unit(s) owned by the member.

ARTICLE II  
DECLARATION OF CONDOMINIUM

(a) Developer hereby declares its intent and does subject to a condominium regime pursuant to the Condominium Act all of the land lying and situate in Prince George's County, State of Maryland, more particularly described on Exhibit A, attached hereto and made a part hereof; together with the buildings and improvements thereon erected and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining. Said parcels of land and the improvements constructed thereon are shown on the Condominium Plat which is incorporated herein by reference. The Condominium Plat is recorded, or intended to be recorded among the Condominium Plat Books of the Land Records of Prince George's County, aforesaid.

ARTICLE III  
CONDOMINIUM NAME

The name of the Condominium Association shall be:

"PARK PLACE LAUREL CONDOMINIUM I, INC."

ARTICLE IV  
CREATION OF CONDOMINIUM REGIME

(a) Fee Simple Ownership. The Condominium Developer hereby establishes a condominium regime hereinafter known as "Park Place Laurel Condominium I, Inc.", to the end and

intent that in each Unit Owner shall vest the exclusive fee simple ownership of the Unit and, as set forth herein, an undivided fee simple interest in the Common Elements. Each Unit, together with the undivided interest in the Common Elements appurtenant thereto, may be purchased, leased, optioned or otherwise acquired, held, developed, improved, mortgaged, sold, exchanged, rented, conveyed, devised, inherited, or in any manner encumbered, dealt with, disposed of, or transferred as fee simple real estate, all as fully, and to the same extent, as though each Unit were entirely independent of all other Units and of the Building in which such Unit is located and constituted a single, independent, fee simple, improved lot.

(b) Types of Joint Ownership. A Unit may be held or owned by more than one person, firm, corporation or entity, as joint tenants, tenants in common, or in any other real property tenancy relationship recognized under the laws of the State of Maryland, including, in the case of husband and wife, tenants by the entirety.

#### ARTICLE V DESCRIPTION OF THE CONDOMINIUM

(a) The Condominium consists of the Property described in Exhibit A attached hereto and the improvements thereon.

(b) The improvements consist of the Building containing Commercial Units, Residential Units and Common Elements, all as more particularly shown on the Plat.

(c) For purposes of identification, each Unit is given an identifying number, or letter, or both, as the case may be.

(d) The Condominium is divided in the manner and to the extent depicted on the Condominium Plat, into Units and Common Elements, which Common Elements are further subdivided into Limited Common Elements and General Common Elements.

#### ARTICLE VI DESCRIPTION OF COMMON ELEMENTS

The Common Elements include all of the Condominium, except the Units. The Common Elements are divided into Limited Common Elements and General Common Elements.

(a) Limited Common Elements. Limited Common Elements are shown on the Condominium Plat. All Limited Common Elements are allocated and appurtenant exclusively to the Unit or Units they adjoin or to which they are attached, or to which they are assigned as shown on the Condominium Plats. These Limited Common Elements are reserved for the exclusive use of the Unit or Units to which they are appurtenant to the exclusion of other Units, and there shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant, provided, however, these Limited Common Elements shall be subject to the easements provided for herein and such other easements as may be established by law. In addition, to any other Limited Common Elements which may be shown on the Condominium Plat, the following Limited

27247 344

Common Elements shall apply:

(i) The Owner of each Commercial Unit, to the exclusion of the Owners of all other Residential Units, has the exclusive right to use and enjoy the bathrooms located on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) floors of the Building.

(ii) The Owners of the Residential Units shall have the exclusive right to use and enjoy the hallways and corridors which only access the Residential Units.

(b) General Common Elements. The General Common Elements of the Condominium shall consist of all the Common Elements not described above as part of the Limited Common Elements and as shown on the Condominium Plat as General Common Elements. Any expense of maintenance, repair or replacement relating to the General Common Elements, and structural maintenance, repair or replacement of the General Common Elements, shall be treated and paid for as a part of the Common Expense of the Condominium Association unless the same shall be caused by the negligence or deliberate act of an individual Unit Owner or persons occupying a Unit with the Unit Owner's actual or implied consent or permission, in which case expense of maintenance, repair or replacement relating to such General Common Elements referred to in this Article shall be borne by and assessed against the individual Unit Owner, less the amount of any insurance benefits received by the Council on account thereof.

ARTICLE VII  
INTEREST ACQUIRED

(a) Incidents of Real Property. Each Unit in the Condominium has all of the incidents of real property and the Owner of a Unit shall have such estate therein as may be acquired in real property, including an estate in fee simple absolute, and shall have the same estate as to an undivided percentage interest in the Common Elements in the Condominium.

(b) Percentage Interests. The Owner of each Unit shall own an undivided percentage interest in the Common Elements and a percentage interest in the Common Profits and Common Expenses of the Condominium Association. The percentage interest in the Common Elements shall be determined by dividing one (1) by the total number of Units contained in the Condominium regime from time to time. The percentage interest in the Common Profits and Common Expenses of the Condominium Association and proportionate share of Annual Fees and Assessments required by the Council shall be determined by multiplying a Unit's Percentage Interest Factor (as set forth below) by \$395.00. For purposes of calculating the percentage interest in the Common Profits and Common Expenses, the following criteria shall apply:

<u>Type of Unit</u>	<u>Percentage Interest Factor</u>
Each Commercial Unit used for commercial retail purposes	1.00



27247 345

Each Commercial Unit used for commercial office purposes	0.75
Each Residential Unit containing two (2) bedrooms	0.75
Each Residential Unit containing one (1) bedroom	0.60

(c) Voting Rights. The number of votes (at meetings of the Condominium Association) appurtenant to each Unit contained in the Condominium from time to time shall be one (1) vote for each Unit.

(d) Interests Appurtenant to Unit. Neither the Percentage Interest Factor nor voting rights shall be separated from the Unit to which they appertain. Accordingly, any instrument, matter, circumstance, action, occurrence, or proceeding in any manner affecting a Unit shall also affect, in like manner, the Percentage Interest Factor and voting rights appurtenant to the Unit. Except as otherwise required by the Condominium Act or by Article XVIII hereof with respect to the expansion of the Condominium, or by Section (c) of Article XVII hereof with respect to a failure to rebuild a Unit following a casualty, or by Section (e) of Article XVII hereof with respect to a condemnation of part of the Condominium, neither the Percentage Interest Factor nor the voting rights appurtenant to any Unit shall be changed without the written consent of all the Unit Owners and Mortgagees. Any change in such Percentage Interest Factor or voting rights shall be evidenced by an amendment to this Declaration recorded among the Land Records of Prince George's County, Maryland.

(e) Freehold Estate. Each Unit is a freehold estate. Except in the event of a condemnation of a part of a Unit or the sale of part of a Unit in lieu thereof, (i) no Unit shall be subdivided into two or more Units, nor shall any of a Unit be sold, leased, mortgaged, rented, conveyed, devised, or in any manner encumbered, disposed of or transferred, and (ii) each Unit shall forever, contain the minimum area shown therefor on the Condominium Plat. Further, the conveyance or other disposition of a Unit by any Unit Owner shall be deemed to include and convey the entire undivided interest of the Unit Owner in the Common Elements, general and limited, together with all rights and easements appertaining to his Unit, without specific or particular reference to such undivided interest in the Common Elements or the appurtenances to the Unit.

#### ARTICLE VIII ADMINISTRATION

The administration of the Condominium shall be by the Council and governed by the Condominium By-Laws appended to this Declaration, and shall be in accordance with the laws of the State of Maryland and with the provisions of this Declaration, the Condominium By-Laws and any amendments thereto.

ARTICLE IX  
COMMON ELEMENTS AND COMMON EXPENSES

(a) Interest in Common Elements. The fee simple title to the Common Elements is vested in the Unit Owners, each Unit Owner having the proportionate undivided interest therein equal to his Percentage Interest Factor. No percentage interest in the Common Elements shall be separated from the Unit to which such percentage interest appertains. Further, the Common Elements shall remain undivided, and, except as provided in Section 11-123 of the Condominium Act (or any successor section pertaining to termination of the Condominium), no Unit Owner or group of Unit Owners, or anyone claiming by, through or under him or them, shall bring any action for the partition or division of the ownership of the Common Elements. Except as otherwise expressly provided herein, each Unit Owner may use the Common Elements for the purposes for which intended, without, however, hindering or encroaching upon the right of the other Unit Owners likewise to use the same.

(b) Right of Entry. The Condominium Association and its agent, servants, employees and contractors shall have the irrevocable right and a perpetual easement to enter any Unit, or upon any Limited Common Element appurtenant to any Unit, for the purpose of performing any cleaning, maintenance, repair or replacement which the Condominium Association is obligated or entitled to perform, and any inspection related thereto, whether said cleaning, maintenance, repair, replacement or inspection pertains to said Unit or Common Element, or to any other Unit or Common Element accessible from the Unit or Limited Common Element so entered, whether or not the Unit or Common Element that is the subject of such cleaning, maintenance, repair, replacement or inspection is also accessible from any other Unit or Common Element. Except in cases involving manifest danger to public safety or to property, the Condominium Association shall make a reasonable effort to give written notice of at least ten (10) days to the Unit Owner who owns the Unit, or has the right to use the Limited Common Element, that is to be entered for the purpose of such cleaning, maintenance, repair, replacement or inspection. In cases involving manifest danger to public safety or to property resulting from conditions which are the fault of said Unit Owner, said Unit Owner shall be responsible for the prompt repair of any damage inflicted upon said Unit or Limited Common Element, or other portion of the Condominium, as a result of such entry; in all other cases, the Condominium Association shall be responsible for the prompt repair of such damage.

(c) Payment of Common Expenses. Each Unit Owner, in proportion to this Percentage Interest Factor, shall contribute toward payment of the Common Expenses. No Unit Owner shall be exempt from contributing toward said Common Expenses, either by waiver of the use or enjoyment of the Common Elements, or any portion thereof, or by the abandonment of his Unit. The contribution of each Unit Owner toward the Common Expenses shall be determined, levied and assessed in the form of Annual Assessments and Special Assessments and a working capital fee, all in the manner set forth in Article IX of the Condominium By-Laws.

(d) Priority of Liens. Any assessment levied by the Condominium Association (including any Annual Assessment or Special Assessment, or assessment of the type described in Article IX of the Condominium By-Laws), until paid, together with interest thereon, late charges, actual costs of collection, and reasonable attorney's fees, shall constitute a lien on the Unit against which it is levied, effective from and after the recordation of a statement of lien in the manner and form prescribed by

27247 347

the Condominium By-Laws, or as otherwise required by law. Such lien shall be subordinate to (i) general and special assessments for real estate taxes against the Unit; and (ii) the lien of any Mortgage duly recorded against the Unit (A) prior to the recordation of said statement of lien, or (B) after receipt by the Mortgagee of a written statement issued by the Condominium Association pursuant to the Condominium By-Laws acknowledging that payments of all assessments (and all interest, late charges, costs of collection and attorney's fees payable with respect to any delinquent assessments) against the Unit are current as of the date of recordation of the mortgage. A sale or transfer of a Unit by a deed in lieu of foreclosure to a Mortgagee holding a bona fide First Mortgage of record on the Unit, to the Federal Housing Commissioner (if such Mortgage is insured by the Federal Housing Administration) or to the Veterans Administration (if such Mortgage is guaranteed by the U.S. Veteran's Administration), shall extinguish the lien of any assessment recorded against said Unit by the Condominium Association after the recordation of such First Mortgage, but prior to the recordation of such deed in lieu of foreclosure. No sale or transfer of a Unit shall relieve the transferee Unit Owner from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE X  
[INTENTIONALLY DELETED]

ARTICLE XI  
CONDOMINIUM UNITS AND COMMON ELEMENTS

(a) Boundaries and Encroachments. The existing physical boundaries of each Unit constructed in conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of variations between existing physical boundaries of the Unit and physical boundaries described in the Declaration or those boundaries shown on the Condominium Plat. However, if any Common Element, or any part thereof, now or at any time hereafter, encroaches upon any Unit, or any Unit encroaches upon any Common Element, or any other Unit, whether such encroachment is attributable to or results from construction, settlement, shifting of the Building, any fully authorized reconstruction designed to remedy, repair or restore any damage or destruction from fire or other casualty, or from condemnation proceedings, or any other reason whatsoever beyond the control of the Condominium Association and any Unit Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Condominium Association or for the Unit Owner, their respective heirs, personal representatives, successors and assigns, to provide for the encroachment and nondisturbance of the Common Element, or the Unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment wherever found. Additionally, and in all events, an easement for mutual support shall exist in the Units and Common Elements.

(b) Conveyance. The conveyance or other disposition of a Unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this Article, without specific or particular reference to such easement.

ARTICLE XII  
COMMON EXPENSES AND LIEN FOR NONPAYMENT

(a) Each Unit Owner, in proportion to his Percentage Interest Factor, shall contribute toward payment of the Common Expenses and no Unit Owner shall be exempt from contributing toward said Common Expenses, either by waiver of the use or enjoyment of the Common Elements, or any portion thereof, or by the abandonment of his Unit; and the contribution of each Unit Owner toward the Common Expenses shall be determined, levied and assessed in the form of Annual Assessments and Special Assessments and a working capital fee, all in the manner as set forth in the Condominium By-Laws.

(b) Any type of assessment levied by the Condominium Association (including Annual Assessments and Special Assessments, or any other type of assessment described in Article IX of the Condominium By-Laws), until paid, together with interest thereon, late charges, actual costs of collection, and reasonable attorney's fees, shall constitute a lien on the Unit against which it is levied, effective from and after the recordation of a statement of lien in the manner and form prescribed by the Condominium By-Laws, or as otherwise required by law. Such lien shall be subordinate to (i) general and special assessments for real estate taxes against the Unit; and (ii) the lien of any Mortgage duly recorded against the Unit (A) prior to the recordation of said statement of lien, or (B) after receipt by the Mortgagee of a written statement issued by the Condominium Association pursuant to the Condominium By-Laws acknowledging that payments of all assessments (and all interest, late charges, costs of collection and attorney's fees payable with respect to any delinquent assessments) against the Unit are current as of the date of recordation of the Mortgage. A sale or transfer of a Unit by a deed in lieu of foreclosure to a Mortgagee holding a bona fide First Mortgage of record on the Unit, to the Federal Housing Commissioner (if such Mortgage is insured by the Federal Housing Administration) or to the Veterans Administration (if such Mortgage is guaranteed by the U.S. Veteran's Administration), shall extinguish the lien of any assessment recorded against said Unit by the Condominium Association after the recordation of such First Mortgage, but prior to the recordation of such deed in lieu of foreclosure. No sale or transfer of a Unit shall relieve the transferee Unit Owner from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII  
DEVELOPMENT, MARKETING AND SALES

(a) Sales, Rental and Management Offices and Model Units. The Condominium Developer shall have the right to use any Units to which it holds fee simple or leasehold title from time to time as sales, rental and management offices and model units and for such other uses as the Condominium Developer may deem appropriate for the development, marketing (including sales and rentals) and management of any Unit(s) now or hereafter located on the Condominium Land. The Condominium Developer shall have the right, without any requirement to gain any approvals from the Condominium Association or Condominium Board, to make such structural and non-structural additions, alterations, improvements and decorations to each Unit to which it holds fee simple or leasehold title, to the Limited Common Elements that the Condominium Developer, as the Unit

Owner or Tenant of each such Unit, has the exclusive right to use, and to the party wall located between any adjoining Units to which the Condominium Developer, holds fee simple or leasehold title, as the Condominium Developer, in its sole discretion, may deem appropriate to facilitate the uses hereinabove set forth.

(b) Parking and Storing: Vehicles. The Condominium Developer and its employees, agents and guests shall have the right to park and store in any parking area such commercial and non-commercial vehicles as the Condominium Developer, in its sole discretion, may deem appropriate for the development, marketing and management of any Unit(s) now or hereafter located on the Condominium Land, provided, however, that the Condominium Developer shall not unreasonably interfere with the rights of the other Unit Owners having the right to such parking areas. Condominium Developer does not guarantee a certain number of parking spaces to the Owners and occupants.

(c) Signs and Furniture. The Condominium Developer shall have the right to install upon and within, maintain, and remove from the Units to which it holds fee simple or leasehold title, the Limited Common Elements appurtenant to said Units, and all General Common Elements, such advertising and directional signs and other materials as the Condominium Developer, in its sole discretion, may deem appropriate for the development, marketing and management of any Unit(s) now or hereafter located within the Condominium Land.

(d) Completion and Repair Easements. The Condominium Developer shall have the right and an easement to enter upon any General or Limited Common Element and any Unit for the purpose of (i) completing the construction or installation of any Unit or Common Element, and (ii) making repairs to any Unit or Common Element to the extent that such repairs are required pursuant to any express or implied warranty or other legal obligation created or agreed to by the Condominium Developer or established by the operation of law. Such right and easement shall exist, with respect to item (i) above, until the construction or installation of all Units and Common Elements that the Condominium Developer desires, or is obligated, to construct or install has been completed, and, with respect to item (ii) above, so long as the Condominium Developer's obligation shall exist.

#### ARTICLE XIV COMPLIANCE WITH CONDOMINIUM REGIME; USE RESTRICTIONS

(a) All present and future Owners, Tenants and occupants of Units shall be subject to and shall comply with, the provisions of this Declaration, the Condominium By-Laws and any rules and regulations, as they may be amended from time to time, except as otherwise provided in this Declaration. The acceptance of a deed of conveyance, or the entering into of a Lease, or the entering into occupancy of any Unit, shall constitute an agreement between such Owner, Tenant or occupant and the Council that the provisions of this Declaration, the Condominium By-Laws and the rules and regulations, as they may be amended from time to time, are accepted and ratified by such Owner, Tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or

27247 350

lease thereof. A copy of the current Condominium By-Laws of the Condominium is filed herewith, marked as Exhibit B, and made a part hereof.

(b) In addition to the foregoing, Owners shall comply with the following provisions:

(i) All Units located on the first three (3) floors of the Condominium Building shall be used for commercial purposes only. All Units located on the fourth (4<sup>th</sup>) floor of the Building shall be used for residential purposes only, and no Unit may be used if such use constitutes a nuisance, or presents a hazardous or offensive use, or threatens the security or safety of any other occupant in the Building, as determined in the sole discretion of the Architectural Committee, or if none, then the Condominium Board.

(ii) All Units shall be used, occupied and maintained for the purposes stated herein, except as follows:

(a) Notwithstanding anything contained herein to the contrary, an Owner of a Residential Unit may not use his or her Unit as a "Family day care home" ("Home") (as such term is defined in Section 11-111.1 of the Condominium Act); however, to the extent this prohibition is eliminated in accordance with applicable Maryland law, then an Owner may use their Residential Unit as a Home, subject to the following requirements:

(i) The Day Care Provider (as such term is defined in Section 11-111.1 (a) (2) of the Condominium Act) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions of Maryland law. The Owner shall provide a copy of the license to the Condominium Board prior to establishing and operating the Home, and upon each renewal thereof.

(ii) The Day Care Provider shall obtain the liability insurance described in Sections 19-106 and 19-202 of the Insurance Article of the Annotated Code of Maryland, as the same may be amended from time to time, in at least the minimum amount described under those Sections. The Day Care Provider may not operate the Home without the liability insurance described herein and shall present proof of insurance to the Condominium Board before establishing and operating the Home, and upon any renewal of the policy.

(iii) The Day Care Provider shall pay, on a pro-rata basis with other Homes then in operation in the Condominium, any increase in the insurance costs of the Condominium attributable solely and directly to the operation of the Home.

(iv) Each Day Care Provider shall be responsible for payment of a fee determined by the Condominium Board for the Home's use of the Common Elements. The Condominium Board shall establish the fee and advise all Day Care Providers operating Homes of the amount due on an annual basis; provided, however, that such fee shall not exceed Fifty Dollars (\$50.00) per year (or any greater amount permitted by Section 11-111.1 of the Condominium Act).

(v) The number of Homes in Units operating within the

27247 351

Condominium may be regulated by the Condominium Board, provided that the number permitted may not be less than seven and one-half percent (7.5%) of the total Residential Units of the Condominium.

(vi) Any Owner of a Unit who proposes to operate a Home in the Condominium shall be required to send written notice to the Condominium Board prior to opening a Home.

(vii) No play equipment or fenced off play area may be placed on any portion of the Common Elements without the prior written approval of the Condominium Board.

The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11-111.1 of the Condominium Act, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

(b) Notwithstanding anything herein to the contrary, pursuant to Section 11-111.1 of the Condominium Act, a "No-impact home-based business" (as such term is defined below) shall be permitted in a Residential Unit subject to the following requirements:

(i) Unit Owners of Residential Units shall notify the Condominium Board before operating a No-impact home-based business, which business shall not include any employees.

(ii) No-impact home-based businesses are expressly prohibited in any Common Elements.

(iii) No customers or clients visit the Unit for any business purpose whatsoever.

(iv) Such additional requirements, as may be specified by the Board of Directors of the Council of Unit Owners, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11-111.1 of the Condominium Act, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

(iv) Any Owner of a Residential Unit operating a No-impact home-based business shall be responsible for payment of a fee determined by the Condominium Board for the use of the Common Elements. The Condominium Board shall establish the fee and advise all such Owners operating a No-impact home-based business of the amount due on an annual basis; provided, however, that such fee shall not exceed Fifty Dollars (\$50.00) per year (or any greater amount permitted by Section 11-111.1 of the Condominium Act).

For purposes hereof, a "No-impact home-based business" means, a business that:

(i) Is consistent with the residential character of the Residential Unit;

27247 352

(ii) Is subordinate to the use of the Residential Unit for residential purposes and requires no external modifications that detract from the residential appearance of the Residential Unit;

(iii) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can solely and directly be attributable to a No-impact home-based business; and

(iv) Does not involve any use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland, or any local governing body has designated as a hazardous material.

(iii) Signs. No signs or advertising devices of any nature (including signs in support of, or defeat of, a political candidate or political proposition, except as otherwise allowed by law), shall be displayed from a Unit or on Common Elements, except such signs as shall have advance written approval by the Condominium Developer or Architectural Committee (or if none, then by the Condominium Board), and shall be installed, maintained or replaced at the Owner's expense. Further, each Owner shall be obligated to comply with any applicable County and/or City laws, regulations or ordinances pertaining to signage.

(iv) Parking. Parking shall be controlled by the provisions of Article XIII (b) of this Declaration and any rules and regulations which may be promulgated from time to time.

(v) Compliance with Condominium Documents and Laws. All Unit Owners, tenants and occupants of the Units shall comply with all terms, conditions, restrictions and provisions of the Condominium Documents. Furthermore, no noxious trade or activity shall be carried on within the Condominium, nor shall anything be done within the Condominium which may be or become (i) a violation of any health, fire, police, or other governmental law, rule or regulation, including, without limitation, the National Flood Insurance Act of 1968 and any regulations adopted thereunder, or (ii) a nuisance or annoyance to the Owners of the Condominium or adjacent neighborhoods. Any violation of any law, order, rule, regulation or requirement of any governmental authority or agency, or of any term, condition, restriction or provision of the Condominium Documents, shall be remedied by and at the sole cost and expense of the Unit Owner(s) and/or tenant(s) and occupant(s) who are responsible for such violation.

(vi) Noise. No noise which is disturbing to the Unit Owners, Tenants, or residents of the Condominium shall be made within the Condominium, and nothing shall be done or permitted to be done in or about the Common Elements, or any Unit, that interferes with, obstructs or violates the rights, reasonable comforts or convenience of the Unit Owners, Tenants or residents of the Condominium.

(vii) Fire and Environmental. Nothing shall be kept in any Unit or Limited Common Element which may in any way increase the rate of fire insurance on the Building within the Condominium beyond the rate established therefore when and as used for the purposes permitted under this Condominium Declaration and the By-Laws; and further, nothing shall be done or



permitted to be done that will conflict with any fire, law, rule or regulation; specifically, but not by way of limitation, no fuel, solvent, or other reactive (including explosive), ignitable, corrosive or toxic material or substance shall be kept in any Unit or Limited Common Element. No hazardous material, hazardous waste, or hazardous or toxic substance, as such terms are defined from time to time under federal, state and local environmental laws, shall be disposed of on any General or Limited Common Element or through any sanitary or storm sewer system within the Condominium. Storage, disposal, and transportation of all hazardous materials, hazardous waste, and hazardous or toxic substances from any Unit or the Common Elements shall comply with all applicable federal, state and local laws and regulations. If any Unit Owner and/or Tenant violates this paragraph, such Unit Owner and/or Tenant, as applicable, shall indemnify and save harmless every other Unit Owner and Tenant and the Condominium Association from any and all damages, losses, fines, penalties, clean up costs, and other expenses (including, but not limited to, reasonable attorney's fees) arising from such violation.

(viii) Animals. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit and upon any Common Element; except that this shall not prohibit the keeping of up two (2) cats, up to two (2) birds or any number of fish as domestic pets in a Residential Unit, provided that they are not kept, bred or maintained for commercial purposes, and provided further that the keeping of such cats will not constitute such type of noxious or offensive activity as covered in this Declaration. Further, if any cat is transported through the Common Elements, then it must be stored in a suitable pet carrier. No pets shall be raised, maintained or kept within any Commercial Units. Notwithstanding the foregoing, the Condominium Board may make reasonable modifications to the limitation described above on the number and size of such household pets to the extent such modifications are necessary under the Federal Fair Housing Act (as heretofore and hereafter amended) or otherwise appropriate to afford a handicapped person equal opportunity to use and enjoy a Unit and the Common Elements appurtenant thereto.

(ix) Use of Common Elements. The sidewalks, walkways, common hallways, stairways, elevator, lobby areas, and any unassigned parking areas shall be used for ingress and egress only, and no one shall be permitted to play therein or thereon, nor shall same be used in any manner for picnicking or cooking, or for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the common hallways, elevator lobby areas, or on the stairways, sidewalks or parking areas. No grill or other cooking apparatus shall be operated or stored on any patio or balcony, except an Owner may permanently install an electric or natural gas grill or other cooking apparatus with prior written approval by the Architectural Committee (or if none, then by the Condominium Board). . No personal property, other than customary outdoor furniture which can withstand high winds, shall be left overnight on any patio or balcony. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play, or similar purposes. No metal storage container shall be brought, used or stored upon the Common Elements by the Condominium Association or by any Unit Owner, Tenant or resident, except for trash cans and/or trash dumpsters approved and supplied by the Condominium Association for the temporary storage of trash between regularly scheduled trash pickups.

27247 354

(x) Electricity. No portion of the Common Elements shall be in any manner defaced, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited, except to the ordinary electric outlets furnished within Units and Limited Common Elements, and except additional electric outlets which may be installed with the consent of the Condominium Board or architectural committee. Further, the Common Elements shall be used only for the purposes for which same were installed and none of said Common Elements shall be loaded or taxed beyond the capacity for which designed.

(xi) Vermin, Insects or Other Pests. No vermin, insects, or other pests shall be allowed to remain in any Unit or Limited Common Element, nor shall any such Unit or Limited Common Element be permitted to remain in an unclean or unsanitary condition. In order to assure compliance with this subparagraph, the Condominium Board, its agents, servants, employees and contractors may enter any Unit or Limited Common Element at any reasonable hour of the day, after written notice of at least ten (10) days, for the purpose of inspecting such Unit or Limited Common Element (and any General Common Element accessible from said Unit or Limited Common Element) for the presence of any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

(xii) Bottles, Trash or Garbage. No bottles, trash or garbage shall be discarded or temporarily or permanently stored upon any Common Element, except in the disposal facilities provided for such purpose.

(xiii) Articles Hung from Property. No clothing, curtain, rug, towel, or other article shall be shaken from or on, or thrown from, any window, door, patio, balcony, or General Common Element. Nothing shall be placed on, or hung from, any outside window, door, patio or balcony sill, ledge, or railing.

(xiv) Antennae. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on or about the Unit (including on the patio or balcony of such Unit), except on the following terms:

(a) An Owner may install, maintain and use on or about its Unit or patio or balcony, one (or, if approved, more than one) Small Antenna (as hereinafter defined) in an inconspicuous location, where the Small Antenna is screened from view from other Units in such a manner as is approved by the Architectural Committee, if any, of the Condominium Association, and if none, then by the Condominium Board, in accordance with the By-Laws. Notwithstanding the foregoing terms of this subsection, (a) if the requirement that a Small Antenna installed on or about a Unit or patio/balcony be placed in an inconspicuous location would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location for said Unit where such installation, maintenance or use would not be impaired, and (b) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on or about a Unit would result in any such impairment, then such Owner may install additional Small Antennae as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither the architectural committee nor the Condominium Board shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(c) As used herein, (a) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (b) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

(xv) Distribution of Written Information and Materials. Until the Owners elect officers or a Board of Directors in accordance with Section 11-111.3 of the Condominium Act, no Owner may distribute any written information or materials regarding the operation of, or matters relating to, the operation of the Condominium in any manner or place which the Board of Directors uses to distribute written information or materials. From and after the date that the Owners elect officers or a Board of Directors, the Board of Directors may regulate the time of distribution and impose any other restrictions which are permissible under Section 11-111.3 of the Condominium Act, as amended from time to time, and any other applicable law.

(xvi) Leases. Each Unit may be leased under such terms and conditions as the Unit Owner thereof may desire, except as otherwise provided for in this paragraph. No Unit may be leased for a period of less than twelve (12) months. Each lease shall be subject to the Condominium Documents and any breach or violation of any Condominium Documents by the Tenant shall constitute a default under the lease. The Tenant (as well as the landlord) shall be directly liable to, and subject to enforcement action(s) by, the Condominium Association for any breach or violation by the Tenant of any Condominium Documents. Each lease shall be in writing and shall set forth, and provide for the Tenant's acknowledgment of, each of the provisions of the two preceding sentences. The Unit Owner of any leased Unit shall promptly (within 30 days) deliver to the Architectural Committee or Condominium Board, as applicable, a copy of the executed lease and a copy of each signed amendment which is made thereto from time to time. The Condominium Association, through the Architectural Committee (or Condominium Board, if applicable), shall be entitled, but is not obligated, to exercise the default remedies of any Unit Owner, as the landlord under any such lease, and upon any breach or violation by the Tenant of any Condominium Document, the Condominium Board, after notice to the Unit Owner and Tenant of such breach or violation, and the failure of such Unit Owner and Tenant to correct the same within a reasonable time thereafter, shall be entitled, but not obligated, to summarily evict the Tenant from the leased premises, subject to any applicable laws governing the speedy recovery of possession of lands or tenements in redress of a breach or violation of a lease. Notwithstanding the foregoing, nothing in this Article XIV (a) (xvi) shall apply to Condominium Developer.

(xvii) Zoning. The Building complies with Neighborhood Commercial Zone use regulations of Zoning Ordinance and Subdivision Regulations, City of Laurel, Maryland, Art. V, §20-27.02, as supplemented. Any change from office Commercial Unit, retail Commercial Unit or

27247 356

Residential Unit to any other use, classification or description, shall require amendment of this Declaration as appropriate, preceded by the Unit Owner obtaining, at such Unit Owner's sole expense, all such necessary approvals from the City of Laurel and any other local, state or federal governmental or municipal body having jurisdiction over such matters.

ARTICLE XV  
GRANT OF EASEMENTS

(a) Easements Reserved by Developer. The Condominium Developer reserves unto itself an irrevocable, perpetual and non-exclusive easement in, under, over and through the Condominium Land and the Future Phases (the "Developer Easement Area") for the construction, connection, installation, maintenance, repair, replacement and use of (1) a hard-surfaced road for ingress and egress across the Condominium Land, and (2) underground sanitary sewer and water lines, meters, storm drain facilities and other utility lines (collectively, the "Developer Easement Facilities"), to serve the improvements now or hereafter existing upon all of the Condominium Land and Future Phases.

The Condominium Developer shall pay for the initial installation of the Developer Easement Facilities. The Condominium Association shall at its expense from time to time perform all necessary maintenance and repair of, and replacements to, the Developer Easement Facilities and all of the above-described land on which the Developer Easement Facilities are located. The Condominium Developer shall have the right to relocate the Developer Easement Facilities at its expense.

(b) Authority of Condominium Association to Grant Easements. The Condominium Association shall have the right, power and authority to grant any easement, right-of-way, license, lease or similar interest affecting the Common Elements of the Condominium, to the extent permitted by the Condominium Act, if the grant is approved by the affirmative vote of Unit Owners having sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all Units, and with the express written consent of any Mortgagee holding an interest in the Units whose Owners vote affirmatively, provided that if the grant affects any Limited Common Element, such grant shall also require the express written consent of all Unit Owners having the right to use such Limited Common Element, and of all Mortgagees holding an interest in the Units to which such Limited Common Element is appurtenant. Any easement, right-of-way, license, lease or similar interest granted by the Condominium Association pursuant to this Article XV shall state that the grant was approved (a) by Unit Owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes, and by the corresponding Mortgagees, and (b) if appropriate, by all Unit Owners having the right to use any Limited Common Element affected by the easement, and by the corresponding Mortgagees. Such easement procedure may be used for the purpose (among other things) of permitting reasonable modifications of the General Common Elements to be made by or at the request of, and at the expense of, a Unit Owner, if such modifications are necessary under applicable law for a person who has a handicap ("handicapped person") as such term is defined in the Federal Fair Housing Act and Article 49B §20 of the Annotated Code of Maryland (1998 Repl. Vol.) (as such laws may be amended from time to time) or otherwise which is appropriate to afford such a person residing at or

27247 357

intending to reside at the Unit of such Unit Owner the full enjoyment of such Unit, the Limited Common Elements appurtenant to such Unit and/or the General Common Elements of the Condominium.

(c) Easements. In addition to the easements provided for by the Act, the following easements are hereby created.

(i) If any portion of the Common Elements improvements encroaches upon any Unit, or if any Unit improvements presently encroach upon any other Unit improvements or upon any portion of the Common Elements as a result of the construction, reconstruction, repair, shifting, settlement or movement of the improvements of a Unit and/or Common Elements, a valid easement for the encroachment and for the maintenance of the same exists so long as the encroaching Unit improvements and/or Common Elements shall stand.

(ii) If any Unit improvements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, any encroachment resulting from such reconstruction, construction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand, provided that such encroachment is not intentional.

(iii) An easement for mutual support shall exist in the Units and the Common Elements.

(iv) The Units and the Common Elements are subject to easements in favor of the Unit Owners for the following purposes:

(a) to the extent permitted by law and subject to reasonable rules established by the Architectural Committee (as defined in the Condominium By-Laws), or if none, then by the Board, from time to time, if any portion of the Condominium (other than the Limited Common Elements or any other portion of the Condominium that is subject to an exclusive easement in favor of, or otherwise assigned for the exclusive use of, a particular Unit or Unit Owner(s)), now or hereafter contains paved areas or other improvements designed or designated for pedestrian access, vehicular access or parking, then for ingress and egress for pedestrians and vehicles (including temporary delivery trucks) and parking of the passenger motor vehicles of the Unit Owners and occupants of any portion of any Unit within the Condominium, their guests, lessees and invitees; and

(b) if any portion of the Condominium now or hereafter contains sidewalks or pathways, then for pedestrian movement of the Unit Owners and occupants of any portion of any Unit within the Condominium and their guests, lessees, and invitees; and

(c) for reasonable and necessary pedestrian and vehicular ingress and egress to and from public and private roadways and streets. Each Unit Owner shall have a right of ingress and egress to such Unit Owner's Unit.

(v) The Units and Common Elements are subject to easements in favor of the Condominium Developer, Unit Owners, appropriate utility and service companies, and governmental agencies or authorities for such utility and service lines and equipment as may be reasonably necessary or desirable to serve any portion of the Condominium Land and/or Future Phases, as the case may be. The easements created in this sub-paragraph shall include, without limitation, rights of the Condominium Developer, Unit Owners, utility service providers, and governmental agencies or authorities to install, lay, maintain, repair, relocate and replace any and all utilities serving the Condominium including, but not limited to, gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment, over, under, through, along and on the Common Elements and Units. Notwithstanding the foregoing provisions of this sub-paragraph (f) (v), such easements shall be located within the Condominium Land so as to avoid unreasonable interference with the use or occupancy of the Unit by any Unit Owner or resident.

(vi) The Condominium Board and Condominium Developer shall have the right to create an easement, on, over and under the Common Elements or Units for the purpose of maintaining and correcting drainage of surface water and in order to maintain reasonable standards of health, safety and appearance. The easement created herein expressly includes the right to cut or remove any vegetation, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, which does not materially interfere with the use and occupancy of the affected Unit, following which the Condominium Board and Condominium Developer (whichever is applicable) shall restore the affected Unit as closely to its original condition as practicable.

(vii) The Condominium Association (through its Condominium Board, if applicable), its agents and employees, shall have an irrevocable right and an easement to enter Units to make repairs to Units or any portion of Common Elements or Units but only to the extent such repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. Except in cases involving manifest danger to public safety or property, the Condominium Board shall make a reasonable effort to give notice to the Unit Owner of any Unit to be entered for the purpose of such maintenance and repair. If, in the exercise of any of its rights pursuant hereto, the Condominium Association causes any damage to any Unit or any of the Common Elements, the Condominium Association shall be responsible for the prompt repair of such damage. An entry by the Condominium Association through its Condominium Board, agents, and employees for the purposes set forth herein shall not be deemed a trespass.

(viii) There is hereby reserved unto the Condominium Developer for the benefit of the Condominium Developer, and its respective agents, a nonexclusive easement over, across and through all of the Condominium Land, the Common Elements and the Units, for the purpose of access, the storage of building supplies and materials and equipment, and, without any limitation, for any and all purposes reasonably related to the completion of the construction, improvement and repair of the Condominium Land and Common Elements. The Condominium Developer shall also have a non-exclusive easement over, across and through all of the Condominium Land and Common Elements for the purpose of conducting any and all sales, marketing and leasing activities which it desires.

(ix) The Condominium Board shall have an easement over the Common Elements for inspection, operation, maintenance, repair, improvement and replacement of the Common Elements and any improvements thereon, and for correction of emergency conditions or casualties to the Common Elements and any improvements thereon.

(x) The Condominium Board shall have an easement over the parking areas and any roads located within the Condominium Land and any improvements thereon, for the inspection operation, maintenance, repair, improvement or replacement thereof and for the correction of emergency conditions thereon or casualties thereto to the extent the Condominium Association requires the use of this easement in order to fulfill any of its obligations hereunder or under the Condominium By-Laws.

(xi) There is hereby reserved unto the Condominium Developer over, upon and through the Future Phases (the "Expansion Area"), its agents and any person or entity at any time owning any portion of the Expansion Area, a non-exclusive perpetual blanket easement and right of passage on, through, over, under, and across all of the Condominium Land and Common Elements for ingress, egress, installation, replacement, repair, maintenance and use of all utilities, including, but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Condominium Land from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Condominium Land, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Condominium Land, including any improvements constructed thereon and to have construction vehicles, personnel, equipment and the like exercise the aforesaid right of ingress and egress over the Condominium Land. There is further reserved unto the Condominium Developer the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Condominium Land in furtherance of the blanket easement created by this Article. In the exercise of any rights under this Article, there shall be no unreasonable interference with the use of the Condominium Land or any Unit for residential purposes or with the Common Elements or the Expansion Area for the purposes for which each is reasonably intended. Any person or entity exercising any rights hereunder shall be obligated to promptly repair, at their own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, any damaged real or personal property to the condition of such property prior to the exercise of such rights.

(xii) There is hereby reserved unto the Condominium Developer for the benefit of the Expansion Area, and its respective agents and any person or entity at any time owning any portion of the Expansion Area, a non-exclusive perpetual blanket easement and right of passage on, through, over, under and across all of the Condominium Land and Common Elements for (i) pedestrian and vehicular ingress and egress to and from any and all portions of the Expansion Area, including the use of the parking areas located within the Condominium Land, (ii) parking on any parking areas on the Condominium Land, (iii) ingress and egress to and from any and all portions of the Expansion Area by construction equipment, construction personnel and the like to facilitate and enable the development and construction of buildings, improvements and related facilities upon the

Expansion Area, (iv) the construction of any parking areas and roads located within the Condominium, and (v) the conduct of all other development and construction related activities as are deemed necessary or desirable by the Condominium Developer or any person or entity at any time owning any portion of the Expansion Area. The Condominium Developer and any person or entity at any time owning any portion of the Expansion Area shall have all rights and privileges reasonably necessary to the exercise of the foregoing easement, including, without limitation, a reasonable right of ingress and egress on, over and through the Condominium Land and Common Elements. In the exercise of any rights under this Article, there shall be no unreasonable interference with the use of the Condominium Land or any Unit for residential purposes, or with the Common Elements or the Expansion Area for the purposes for which each is reasonably intended. Any person or entity exercising any rights under this Article shall be obligated to promptly repair, at their own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, any damaged real or personal property to the condition of such property prior to the exercise of such rights.

(xiii) There is also hereby reserved unto the Condominium Developer a non-exclusive perpetual blanket easement and right of passage on, through, over, under and across the yards all Units for installation of utility and service lines and equipment and maintenance and repair of any walls as may be reasonably necessary or desirable to serve any portion of the Condominium Land or Future Phases. The easements created in this sub-paragraph (g) (xiii) shall include, without limitation, the right to install, lay, maintain, repair, relocate and replace any and all utilities serving the Condominium.

(d) Covenants Run With Land. All easements, rights and restrictions described herein are easements appurtenant to and running with the Condominium Land and shall continue in full force and effect until the termination of this Declaration as it may be amended from time to time.

(e) Covenant Against Partition. The Common Elements, both General and Limited, shall remain undivided and, except as otherwise provided herein and in the Act, shall remain appurtenant to the designated Unit(s). No Unit Owner or any other person shall bring any action for partition or division thereof except as may be provided for herein and in the Act.

#### ARTICLE XVI SIGNAGE

Subject to Section 11-111.2 of the Condominium Act, no signs or advertising devices of any nature shall be displayed from a Unit or on Common Elements, except such signs as shall have advance written approval by the Architectural Committee (or if none, then by the Condominium Board). The Architectural Committee (or Condominium Board, as the case may be) shall have the right to remove, and either place in storage at the offending Unit Owner or Tenant's expense, or dispose of, any signs not properly approved of the Architectural Committee (or if none, then by the Condominium Board). Nothing contained herein, however, shall prohibit or restrict in any way the Developer's right to construct such promotional signs and or other sales aids of reasonable size and



27247 361

dignified form on or about the Property which Developer shall deem reasonably necessary in connection with its sale or lease of Condominium Units. All signs shall comply with all applicable government ordinances. All such signs shall be constructed and maintained in a good and safe condition and appearance at the expense of a party permitted to construct such signage.

ARTICLE XVII  
GENERAL PROVISIONS

(a) Condominium By-Laws Amendments. The administration of the Condominium shall be governed by the Condominium By-Laws. Except as otherwise provided in the Condominium By-Laws, the Condominium By-Laws shall not be amended without the affirmative vote of Unit Owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all Units, and any amendment to the Condominium By-Laws involving any "Material Change", as said term is defined below, shall also require the affirmative vote of at least fifty-one percent (51%) of the Eligible Mortgagees, each such Eligible Mortgagee to have the number of votes appurtenant to the Unit or Units upon which it holds a Mortgage or Mortgages. The term "Material Change" shall include a change to any of the following provisions:

- (i) voting rights;
- (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;
- (iii) reductions in reserves for maintenance, repair and replacement of Common Elements;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the General or Limited Common Elements, or rights to their use (except the failure to rebuild a Unit following a casualty pursuant to paragraph (c) of this Article XVII, or in connection with the condemnation of part of the Condominium pursuant to paragraph (e) of this Article XVII and any reallocation of the right to use a Limited Common Element which is affected pursuant to Section 11- 108(b) of the Condominium Act);
- (vi) redefinition of any Unit boundaries;
- (vii) convertibility of Units into Common Elements or vice versa;
- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium (except for the expansion of the Condominium pursuant to Article XVIII hereof);
- (ix) insurance or fidelity bond requirements;

27247 362

- (x) imposition of any restrictions on the leasing of Units;
  - (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
  - (xii) a decision by the Condominium Association to establish self-management if professional management had been required previously by the Condominium Documents or by an Eligible Mortgagee;
  - (xiii) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
  - (xiv) any provisions that expressly benefit Mortgage holders, insurers or guarantors;
- and
- (xv) termination of the Condominium regime pursuant to paragraph (f) of this Article XVII.

If a proposed amendment of the Condominium By-Laws involves any change described in items (i) through (xv) above, each Eligible Mortgagee who fails to submit to the Condominium Association a written response to the proposed amendment within sixty (60) days after the Eligible Mortgagee is given written notice (by certified or registered mail, return receipt requested) of the proposed amendment shall be deemed to have judged all changes resulting from the proposed amendment to be immaterial, and to have cast an affirmative vote with respect to the proposed amendment.

(b) Declaration and Condominium Plat Amendments.

(i) Except for those matters as to which the Condominium Act permits an amendment to this Declaration or the Condominium Plat by the Condominium Association without the express approval of its members (including, but not limited to, the reallocation of percentage interests and voting rights as provided in Paragraph (c) of this Article XVII in connection with a failure to rebuild a Unit following a casualty or as provided in Paragraph (e) of this Article XVII in connection with a condemnation of part of the Condominium), and except as otherwise provided in Article XVIII hereof with respect to the expansion of the Condominium, amendments to this Declaration and the Condominium Plat shall be governed as follows:

(A) Except as provided in item (B) below, neither this Declaration nor the Condominium Plat shall be amended without the written consent of Unit Owners having at least eighty percent (80%) of the votes appurtenant to all Units and the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the Eligible Mortgagees, each such Eligible Mortgagee to have the number of votes appurtenant to the Unit or Units upon which it holds a Mortgage or Mortgages, and no amendment adopted pursuant to this item (A) shall take effect until an appropriate written instrument is recorded in the Land Records of Prince George's County, Maryland, which instrument shall be executed by the Unit Owners and Eligible Mortgagees whose approval was required for the adoption of such amendment.

(B) Neither this Declaration nor the Condominium Plat shall be amended so as to change:

- (1) the boundaries of any Unit,
- (2) the undivided percentage interest of any Unit Owner in the Common Elements,
- (3) the percentage interest of any Unit Owner in the Common Profits and Common Expenses,
- (4) the number of votes in the Condominium Association appurtenant to any Unit,
- (5) residential Units to non-residential Units, or non-residential Units to residential Units,
- (6) General Common Elements to Limited Common Elements, or Limited Common Elements to General Common Elements,
- (7) any right of any Unit Owner pertaining to the use of any Limited Common Element appurtenant to his Unit, without the written consent of every Unit Owner and Mortgagee, and no amendment adopted pursuant to this item (B) shall take effect until an appropriate written instrument is recorded among the Land Records of Prince George's County, Maryland, which instrument shall be executed by every Unit Owner and Mortgagee.

(ii) Furthermore, this Declaration, the Condominium By-Laws and the Condominium Plat shall not be amended so as to change:

- (A) any right reserved for the benefit of, or any obligation imposed upon the Condominium Developer, which rights include, but are not limited to, the Condominium Developer's right to expand the Condominium as provided in Article XVIII hereof, and the Condominium Developer's right to develop, market and manage the Condominium Land, as provided in Article XIII hereof,
- (B) any provision required by any governmental authority, or
- (C) any provision provided for the benefit of any public utility, without the written consent of the Condominium Developer, such governmental authority or such public utility, as applicable, and no such amendment shall take effect until an appropriate written instrument is recorded among the Land Records of Prince George's County, which instrument shall be executed by the Condominium Developer, such governmental authority or such public utility, as applicable.

(c) Failure to Rebuild Units. If the Unit Owners decide pursuant to the Condominium

27247 364

By-Laws not to rebuild one or more Units following a fire or other casualty, but the condominium regime is not terminated, then:

(i) the percentage interests (in the Common Elements and the Common Profits and Common Expenses) appurtenant to each damaged or destroyed Unit which is not rebuilt shall be divested from the Unit and reallocated among the remaining Units in proportion to the percentage interests appurtenant to said remaining Units immediately prior to the damage or destruction;

(ii) the votes appurtenant to each damaged or destroyed Unit which is not rebuilt shall be divested from said Unit and shall not be reallocated among the remaining Units; and

(iii) the Condominium Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the new arrangement of percentage interests and votes as above provided.

(d) Destruction or Damage. Notwithstanding any other provision of this Declaration to the contrary, if the Condominium is destroyed or damaged to the extent of at least two-thirds (2/3) of its then replacement cost, the Condominium may be terminated by the agreement of Unit Owners having at least eighty percent (80%) of the votes appurtenant to all Units. Upon such termination, the property shall be sold and the net proceeds of sale and the net proceeds of insurance shall be combined into one fund, which shall be distributed among all the Unit Owners in accordance with their respective undivided interests in the property as tenants in common, as determined pursuant to Paragraph (g) of this Article XVII.

(e) Condemnation. The Condominium Association shall represent the Unit Owners in any condemnation proceeding (for the purposes of this Declaration, a condemnation includes any sale in settlement of a pending or threatened condemnation) to the extent said condemnation pertains to all or any part of the General Common Elements, except that each Unit Owner shall be entitled to assert a separate claim for the consequential damages to his Unit resulting from said condemnation. Any award made in connection with the Condemnation of all or any part of the Condominium, including net proceeds of any sale in settlement of a condemnation proceeding, shall be allocated among the Unit Owners as follows: (i) each Unit Owner shall be entitled to the entire amount of the award attributable to the taking of all or part of his Unit and for the consequential damages to said Unit resulting from said condemnation; (ii) any award attributable to the taking of General Common Elements shall be allocated among all Unit Owners in proportion to their respective percentage interests in the Common Elements. All such awards shall be payable to the Condominium Association, which shall distribute the amount(s) allocated to each Unit Owner pursuant to the preceding sentence in accordance with the priority of interests in his Unit, to the end and intent that all Mortgages and other liens on such Unit shall first be paid out of the award allocated to such Unit Owner, all in the order in which same appear. The Condominium Association shall not be obligated to replace property taken, but promptly shall undertake to restore the remaining property within the Condominium to a safe and habitable condition. The cost of such restoration shall be a Common Expense. Following the taking of all or part of any Unit, the percentage interests (in the Common Elements and in the Common Profits and Common Expenses) appurtenant to said Unit shall be reduced in the same proportion as the amount of floor area of said Unit so taken bears to the floor

area of said Unit immediately prior to the taking, except that if the taking specifically includes part or all of the percentage interests appurtenant to said Unit, the taking authority shall have the portion of said percentage interests which is so taken, and the Owner of said Unit shall retain the portion of said percentage interests which is not so taken. To the extent that the total percentage interests appurtenant to a Unit are reduced as above provided, rather than being split between the taking authority and the Unit Owner, the severed percentage interests shall be reallocated among the remaining Units in proportion to the percentage interests appurtenant to such Units immediately prior to the taking. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and following the taking of all of a Unit, the right to vote appurtenant to the Unit shall terminate, except, in such case, that if the taking specifically includes part or all of the votes appurtenant to a Unit, the taking authority shall have the portion of the votes so taken, and the Unit Owner of the Unit taken shall retain the portion of the votes which is not so taken. If the votes appurtenant to a Unit are terminated said votes shall not be reallocated among the remaining Units. Promptly after the taking is effected, the Condominium Association shall prepare, execute and record an amendment to this Declaration reflecting the new arrangement of percentage interests and votes as above provided.

Notwithstanding any other provision of this Declaration, if at least two-thirds (2/3) of the fair market value of the Condominium is taken under the power of eminent domain, the Condominium may be terminated by the agreement of Unit Owners having at least eighty percent (80%) of the total number of votes appurtenant to all Units. Upon such termination, (i) the award made in connection with the taking shall be distributed among the Unit Owners in the manner provided in this Paragraph (e) for the allocation of taking awards, if such award has not already been so distributed, (ii) the percentage interests and votes appurtenant to the Units taken in whole or in part shall be allocated in the manner provided in this Paragraph (e) for the allocation of percentage interests and votes appurtenant to Units so taken, and (iii) the Unit Owner of each Unit remaining a part of the Condominium after the taking shall own, as a tenant in common, until the property not taken is sold, an undivided interest in said property determined, to the extent permitted by law, as follows: Based upon fair market values in effect immediately prior to the termination of the regime, such undivided interest shall equal a fraction, the numerator of which is the sum of the fair market value of the portion of his Unit not taken, plus the fair market value of his right to use the Limited Common Elements appurtenant to his Unit which were not taken, plus his share based on his percentage interest in the Common Elements (adjusted as above provided, if appropriate, on account of the taking), of the fair market value of the General Common Elements not taken, and the denominator of which is the sum of the fair market values of all Units, Limited Common Elements and General Common Elements not taken, provided, however, that if any Unit or any General or Limited Common Element has been damaged or destroyed by fire or other casualty prior to said termination, an estimate of the fair market value of such Unit or General Common Element, or of the right to use such Limited Common Element, immediately prior to such damage or destruction shall be used, and further provided that if no such estimate can reasonably be made in the opinion of the appraiser(s) with respect to any such Unit or General or Limited Common Element, then each Unit Owner's undivided interest in the property not taken shall equal his percentage interest in the Common Elements immediately prior to said termination adjusted as above provided, if appropriate, on account of the taking.

(f) Termination. Except as otherwise provided in Paragraphs (d) and (e) of this Article XVII, the Condominium shall not be terminated without the consent of Unit Owners having one hundred percent (100%) of the total number of votes appurtenant to all Units. No termination implemented pursuant to Paragraphs (d), (e) or (f) of this Article XVII shall take effect until an appropriate written instrument executed by Unit Owners having the requisite percentage of the votes appurtenant to all Units is recorded among said Land Records.

(g) Ownership upon Termination. Upon any termination of the condominium regime, except for a termination implemented after a taking under the power of eminent domain as provided in Paragraph (e) of this Article XVII, each Unit Owner shall own, as a tenant in common, from the time the Condominium is terminated until the time the property which constituted the Condominium is sold, an undivided interest in such property determined, to the extent permitted by law, as follows: Based upon fair market values in effect immediately prior to the termination of the regime, such undivided interest shall equal a fraction, the numerator of which is the sum of the fair market value of his Unit, plus the fair market value of his right to use the Limited Common Elements appurtenant to his Unit, plus his share, based upon his percentage interest in the Common Elements, of the fair market value of the General Common Elements, and the denominator of which is the sum of the fair market values of all Units, Limited Common Elements and General Common Elements, provided, however, that if any Unit or any General or Limited Common Element has been damaged or destroyed by fire or other casualty prior to said termination, an estimate of the fair market value of such Unit or General Common Element, or of such damage or destruction shall be used, and further provided that if no such estimate can reasonably be made in the opinion of the appraiser(s) with respect to any such Unit or General or Limited Common Element, then each Unit Owner's undivided interest in the property which constituted the Condominium shall equal his percentage interest in the Common Elements immediately prior to said termination.

(h) Rights and Procedures Upon Termination. Upon any termination of the condominium regime:

(i) The fair market value of the Units and Common Elements shall be determined by an independent appraiser selected by the Condominium Association. The decision of the appraiser shall be distributed to each Unit Owner and shall become final unless Unit Owners having at least twenty-five percent (25%) of the total number of votes appurtenant to all Units disapprove such decision by written notice to the Condominium Association within thirty (30) days after said distribution. If such decision is disapproved, the Unit Owners submitting such notices of disapproval shall, as a group, by majority vote, select a second independent appraiser within fourteen (14) days after the Condominium Association notifies all Unit Owners in writing of such disapproval, and the original appraiser and the second appraiser shall select a third appraiser within seven (7) days after the selection of the second appraiser. If the Owners disapproving the decision of the original appraiser fail to select an appraiser within the time specified, or if the two appraisers fail to agree upon a third appraiser within the time specified, the one or two designated appraisers, as the case may be, shall request the then Chief Judge of the Circuit Court for Prince George's County to designate an appraiser or appraisers so that there will be three appraisers. A decision of the majority of the appraisers as to all fair market value required to be determined pursuant to this Article XVII shall be final, conclusive and binding upon all parties. Each decision submitted by one or more

27247 367

appraisers to the Condominium Association shall be in writing, signed by the appraiser(s) making same, and shall briefly state the grounds of each determination of fair market value. The cost of the appraiser(s) shall be allocated among the Unit Owners in proportion to their respective percentage interests in the Common Elements of the Condominium.

(ii) So long as the tenancy in common exists, each Unit Owner and his successors in interest shall have the exclusive right to occupy the portion of the property that formerly constituted his Unit, and shall retain all rights which he had immediately prior to the termination of the Condominium with respect to those portions of the property that formerly constituted Limited Common Elements.

(iii) Each Unit Owner's share of any proceeds, including, without limitation, sales proceeds, insurance proceeds and taking awards, distributed to the Unit Owners upon or in connection with the termination of the Condominium shall be distributed in accordance with the priority of interests in such Unit, to the end and intent that all Mortgages and other liens on such Unit shall first be paid out of the proceeds payable to such Unit Owner, all in the order in which same appear.

(i) No Waiver. The failure of the Condominium Association, the Condominium Board or the Manager, or any Unit Owner, in any one or more instances, to enforce or otherwise insist upon the strict performance of any restriction, condition, obligation or provision of any Condominium Document, or the failure of any such party to exercise any right, shall not be construed as a waiver or relinquishment for the future, whether in the same or in any other instance, of the benefit of such restriction, condition, obligation, provision or right, but the same shall remain in full force and effect unless expressly waived in writing.

(j) Enforceability. The terms, conditions, restrictions and provisions of this Declaration and the Condominium By-Laws shall be binding upon the Condominium Developer, its successors and assigns, all as part of a general plan or scheme for development of the Condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each Unit thereon, and all subsequent Unit Owners of the Units, except as otherwise expressly set forth in this Declaration or the Condominium By-Laws. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Condominium Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any Unit, against anyone violating or attempting to violate any of such terms, conditions, restrictions or provisions, provided, however, that, except as otherwise expressly provided herein, all rights reserved by and for the benefit of the Condominium Developer under this Declaration and the Condominium By-Laws shall be exercisable and enforceable only by the Condominium Developer, its successors, and any assignee to whom the Condominium Developer specifically assigns such rights in writing.

(k) Relationships. Nothing contained in this Declaration or the Condominium By-Laws shall be deemed or construed by any Unit Owner, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the Unit Owners or any of them. Further, no provisions contained in this Declaration or the Condominium By-Laws shall be deemed to create

any relationship between any Unit Owners other than the relationship expressly created under a condominium regime, nor to confer upon a Unit Owner any interest in any other Unit Owner's Unit, nor to create any responsibility whatsoever on a Unit Owner for any debt, liability or obligation of any other Unit Owner.

(l) Severability. If any term, condition, restriction or provision of this Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be held to be invalid or unenforceable, the validity and enforceability of the remainder of this Declaration, or the application of such term, condition, restriction or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, restriction and provision of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

(m) Conflicts. In the event of any conflict among the provisions of this Declaration, the Condominium Plat or the Condominium By-Laws, the provisions of each shall control in the succession hereinbefore listed in this Paragraph (m), commencing with this Declaration.

(n) Miscellaneous Provisions. No change of conditions or circumstances shall operate to terminate or modify any of the provisions of this Declaration. No provision of this Declaration nor the application thereof to any Unit, Unit Owner or other person or entity in one or more instances shall be deemed waived by the Condominium Developer or the Condominium Association, except by a written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. No reliance upon or waiver of one or more such provisions shall constitute a waiver of any other such provision. As used herein, each gender shall include all other genders, and the singular shall include the plural, and vice versa. All headings of the articles and paragraphs herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof.

(o) Mortgages.

(i) Each Unit Owner who conveys his Unit by way of any Mortgage shall give written notice thereof to the Condominium Board, setting forth the name and address of his Mortgagee. The Condominium Board shall maintain all such Mortgage information in a book or other record designated "Mortgage Book". The Condominium Board shall also include in the Mortgage Book the name and address of any holder, insurer or guarantor of a Mortgage who furnishes to the Condominium Association a written notice stating the name and address of such holder, insurer or guarantor and the Unit number and address of the Unit subjected to the Mortgage of such holder, insurer or guarantor (the "Mortgaged Unit").

(ii) The Condominium Board shall furnish to each Mortgage holder, insurer and guarantor of record in its "Mortgage Book" timely written notice of: (A) any condemnation loss or casualty loss which affects a material portion of the Condominium or which affects the Mortgaged Unit; (B) any delinquency in the payment of assessments or charges owed by the Unit Owner of the Mortgaged Unit, where such delinquency has continued for a period of sixty (60) days; (C) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the



Condominium Association; (D) any proposed action which would require the consent of a specified percentage (such as a majority, 66 2/3%, 80%, or 100%) of the Eligible Mortgagees or of all Mortgagees; and (E) the giving of any default or violation notice by the Condominium Association to the Unit Owner of the Mortgaged Unit.

(p) Insurance. Notwithstanding anything to the contrary in the Condominium Documents, should any insurance policy insuring the Condominium be cancelled or otherwise revoked due to the actions of any Commercial Unit Owner, it's agents, successors or assigns, then the Residential Unit Owners may, at their sole expense, purchase and fund separate insurance coverage of like kind and benefit as that which was cancelled or otherwise revoked.

#### ARTICLE XVIII. AUTHORITY FOR EXPANSION OF THE CONDOMINIUM

(a) Expansion Rights. The Condominium Developer hereby expressly reserves, for a period of ten (10) years from and after the date upon which the Condominium is created, the right to expand and add to the Condominium, in its sole and absolute discretion, by subjecting to the condominium regime all or any part of the real property depicted on the Condominium Plat as a Future Phase, together with all of the respective improvements thereon, and all of the respective rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anyway appertaining. The Condominium may not contain more than forty-eight (48) Units when fully expanded. For purposes of this Declaration, the term, "Future Phase" shall mean and include all of the area of land shown on the Condominium Plat designated as "Future Phase II", "Part of Future Phase II", "Future Phase III" and "Part of Future Phase III" and "Future Phase IV".

(b) Easements for Development of Future Phases. Each Future Phase may be added to the Condominium subject to the rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements provided in this Declaration, and to such other rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements as are deemed necessary or advisable in the opinion of the Condominium Developer to facilitate the orderly development, or the construction, installation, maintenance and operation, of the Condominium or the remaining property of the Condominium Developer, wherever located, or the convenience or services of the Condominium Association; and, in particular, but not in limitation of the foregoing, the Condominium Developer hereby expressly reserves such easements and rights-of-way on, over, under and across such Phase I and Future Phases as is necessary for the development of Future Phases as are deemed appropriate by the Condominium Developer, even if Future Phases are not included in the Condominium for (i) vehicular and pedestrian access between (A) Phase I and all Future Phases, and (B) any public road or other property which borders upon the Condominium, (ii) vehicular parking for the benefit of Phase I and Future Phases and (iii) the construction, installation, maintenance (including, but not limited to, inspection, cleaning, repair and replacement) and operation of telephone, electric, gas, cable, water, sanitary sewer, storm water drainage, and other utility lines, mains, facilities and installations deemed appropriate by the Condominium Developer to serve Phase I and Future Phases and (iv) the development of Phase I and Future Phases. Each such right, right-of-way, covenant, condition, restriction, setback and easement shall run with and bind the Common Elements and each Unit contained in the Condominium, and all Owners of such Units, and their respective heirs, personal representatives, successors and assigns, forever, unless a recorded document which

27247 370

confirms or creates such rights, rights-of-way, covenants, conditions, restrictions, setbacks or easements specifically provides otherwise. The easements described herein shall automatically be deemed to apply to and burden Future Phases when and at such time as such Stages or any portion thereof is added to the Condominium.

(c) Development Criteria for Future Phases. Subject to the limitations of this Article XVIII (a) and (d):

(i) all buildings and other improvements included in each Future Phase shall be constructed in accordance with such architectural and other drawings as the Condominium Developer, in its sole discretion, may deem appropriate;

(ii) the quantity and location of the buildings and other improvements shown on the Condominium Plat as being located within each of the Future Phases may be changed to such extent as the Condominium Developer, in its sole discretion, may deem appropriate;

(iii) in addition to the land and buildings set forth in this Article XVIII (a), and the Common Elements which are shown as being located within such Future Phase on the Condominium Plat, each Future Phase may contain such other additional Common Elements as the Condominium Developer, in its sole discretion, may deem appropriate;

(iv) the Condominium Developer may divide any Future Phase into two (2) or more parts and may add the various parts of such Future Phase to the Condominium at different times; and

(v) the Condominium Developer is not required to add any Future Phase (or any part thereof) to the Condominium, and the Future Phases (and/or parts thereof), if any, which are added to the Condominium may be added in any sequence chosen by the Condominium Developer.

(d) Future Phase Completion. All improvements that are added by the Condominium Developer to the Condominium as part of any Future Phase shall be substantially complete prior to the addition of such Future Phase to the Condominium, and shall be consistent with comparable improvements, if any, installed by the Condominium Developer in Phase I in terms of quality of construction and structure type.

(e) Adjustment of Percentage Interests. Immediately upon the addition of any Future Phase to the Condominium, (i) the percentage interests in the Common Elements and in the Common Profits and Common Expenses of the Unit Owner of each Unit contained within the Condominium immediately prior to such expansion shall be reduced in accordance with the formula(s) set forth in Article III hereof, and (ii) percentage interests in the Common Elements and in the Common Profits and Common Expenses, as determined in accordance with the formula(s) set forth in Article III hereof, shall vest in the Unit Owner of each Unit contained within the Future Phase then being added to the Condominium. The Unit Owner of each Unit contained within any Future Phase that is added to the Condominium shall be a member of the Condominium Association, and shall have the voting rights set forth in Article III hereof. Immediately following any such

27247 371

expansion, the interest of each Mortgagee shall attach, by operation of law, to the new percentage interest in the Common Elements appurtenant to the Unit on which it holds a lien.

(f) Recordation of Expansion Documents. Any such expansion shall be accomplished by, and shall be and become effective upon and only upon,

(i) the amendment of this Declaration by the recordation among the Land Records of Prince George's County of an appropriate amendatory instrument which describes the property to be added by such expansion and expressly subjects the same to the operation and effect of this Declaration, and sets forth

(a) the number of Units to be included by way of such expansion;

(b) the undivided percentage interest in the Common Elements and the percentage interest in the Common Expenses and Common Profits of each Unit Owner after such expansion, as determined in accordance with the provisions of Article III;

(c) the number of Votes which each Unit Owner is entitled to cast at meetings of the Membership after such expansion, as determined in accordance with the provisions of Article III; and

(ii) the amendment of the Condominium Plat by the recordation among the Land Records of an appropriate amendatory plat setting forth the detail and information as to the property, the Units, and the Common Elements added to the Condominium by such expansion, the setting forth of which therein is required by applicable law to effectuate such expansion.

ARTICLE XIX  
MISCELLANEOUS

The Owners and Tenants of Commercial Units and the Condominium Association are hereby notified that Section 11-131 of the Condominium Act, which pertains to warranties, does not apply to the Common Elements of the Condominium since Section 11-131 does not apply to a condominium that is occupied and used solely for nonresidential purposes. BASED ON THE FOREGOING, CONDOMINIUM DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY OWNER OR THE CONDOMINIUM ASSOCIATION FOR ANY COMMON ELEMENT, INCLUDING, WITHOUT LIMITATION, EXTERIOR WALLS, ROOF, MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS AND OTHER STRUCTURAL ELEMENTS.

27247 372

WITNESS the hands and seal of the Developer as of the day and year first above written.

WITNESS:

GFC DEVELOPMENT, LLC, a Maryland limited liability company

Patricia B. Woods

By: [Signature] (SEAL)  
Robert F. Foy, Authorized Member

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that, on this 22<sup>ND</sup> day of FEBRUARY, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert F. Foy, Authorized Member of GFC Development, LLC, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within Declaration, and that said Declaration was executed and is to be recorded solely for the purpose of establishing a Condominium regime as therein provided.

AS WITNESS my hand and Notarial Seal

[Signature] (SEAL)  
Notary Public



My Commission Expires: 3-1-08

I HEREBY AFFIRM under penalty of perjury that the notice requirements of Section 11.102.1 of the Real Property Article, Annotated Code of Maryland, if applicable, have been fulfilled.

WITNESS:

GFC DEVELOPMENT, LLC, a Maryland limited liability company

Patricia B. Woods

By: [Signature] (SEAL)  
Robert F. Foy, Authorized Member

27247 373

**CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY**

PATRICIA G. WOODS and DELORES A. CHILCOTE, Trustees, and THE CITIZENS NATIONAL BANK, Beneficiary, under that certain Deed of Trust and Security Agreement dated July 12, 2005, and recorded among the Land Records of Prince George's County, Maryland, in Liber 20323, folio 532, *et seq.* (the "Deed of Trust"), hereby join in the foregoing Park Place Laurel Condominium I Regime Declaration for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the entity named in such Declaration as "Condominium Developer" and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustees and Beneficiary have executed and sealed this Consent and Agreement of Trustee and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 22<sup>nd</sup> day of February, 2007.

WITNESS:

Deborah L. Hylton

Patricia G. Woods <sup>Trustee</sup> (SEAL)  
Patricia G. Woods, Trustee

Deborah L. Hylton

Delores A. Chilcote <sup>Trustee</sup> (SEAL)  
Delores A. Chilcote, Trustee

ATTEST:

BENEFICIARY:

THE CITIZENS NATIONAL BANK

Deborah L. Hylton

By: Patricia G. Woods <sup>SUP</sup> (SEAL)

27247 374

STATE OF MARYLAND, COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of February, 2007, before me, a Notary Public for the State and county aforesaid, personally appeared PATRICIA G. WOODS, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that she has executed it as Trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Brenda L. Mojarrad (SEAL)  
Notary Public

My commission expires on 2/1/2010

STATE OF MARYLAND, COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of February, 2007, before me, a Notary Public for the State and county aforesaid, personally appeared DELORES A. CHILCOTE, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that she has executed it as Trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Brenda L. Mojarrad (SEAL)  
Notary Public

My commission expires on 2/1/2010

STATE OF MARYLAND, COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of February 2007, before me, the subscriber, a Notary Public of the State and county aforesaid, personally appeared Patricia G. Woods, who acknowledged himself to be the A. Vice President of THE CITIZENS NATIONAL BANK, Beneficiary, and being authorized to do so, executed this Consent and Agreement of Trustee and Beneficiary for the purposes therein contained, by signing in my presence, on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Brenda L. Mojarrad (SEAL)  
Notary Public

My commission expires: 2/1/2010

27247 375

PARK PLACE LAUREL  
CONDOMINIUM I REGIME DECLARATION

Exhibit A

DESCRIPTION OF CONDOMINIUM

All that land shown on the Condominium Plat as "Phase I Building #2" and "Part of Phase I (GCE)" entitled, "PARK PLACE LAUREL CONDOMINIUM I, INC.," dated February 19, 2007, and recorded among the Land Records of Prince George's County, Maryland in Plat Book No. PM217  
Page 86, 87, 88, 89 & 90

27247 376

PARK PLACE LAUREL  
CONDOMINIUM REGIME DECLARATION

Exhibit B

[CONDOMINIUM BY-LAWS]



**Insurance Dec Page**  
**Park Place Laurel Condominium**



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive  
Atlanta GA 30346-2117

**DECLARATIONS**

<b>Policy Number</b>	<b>90-B2-R838-2</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	FEB 11 2017	FEB 11 2018
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-21-7322-FBE0 F U

001533 3123

**Addl Insured-Section II Only**

TCMG INC  
14440 CHERRY LANE CT STE 219  
LAUREL MD 20707-4946

**Named Insured**  
PARK PLACE LAUREL  
CONDOMINIUMS INC  
14440 CHERRY LN CT STE 219  
LAUREL MD 20707-4946

**Loan # 0058291014**

**Business Condominium Association Policy**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.



BY: .....

POLICY PREMIUM \$ 6,216.00

- Discounts Applied:
- Renewal Year
- Years in Business
- Protective Devices
- Age of Building
- Sprinkler
- Claim Record

PLEASE SEE AN IMPORTANT MESSAGE FOLLOWING THE PARTICIPATING POLICY PROVISION AT THE END OF THIS DECLARATIONS.

Prepared  
DEC 01 2016  
CMP-4000

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Continued on Reverse Side of Page

Page 1 of 7

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630-686 a.2 05-31-2011 6x113231e1

DECLARATIONS (CONTINUED)

Business Condominium Association Policy for TCMG INC  
Policy Number 90-B2-R838-2

**SECTION I - PROPERTY BLANKET**

Coverage A - Buildings Limit of Insurance\*  
Coverage B - Business Personal Property \$ 6,581,400  
\$ 5,600

Location Number	Location of Described Premises
001	601 7TH ST LAUREL MD 20707-4011
002	603 7TH ST LAUREL MD 20707-3956

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Cov A - Inflation Coverage Index: 192.4  
Cov B - Consumer Price Index: 241.7

**SECTION I - DEDUCTIBLES**

Basic Deductible \$5,000

Special Deductibles:

Money and Securities \$250 Employee Dishonesty \$250



DECLARATIONS (CONTINUED)

Business Condominium Association Policy for TCMG INC  
 Policy Number 90-B2-R838-2

Equipment Breakdown \$2,500

Other deductibles may apply - refer to policy.

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	See Schedule
Off Premises	See Schedule
Arson Reward	\$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B-Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	See Schedule
Money And Securities (On Premises)	See Schedule
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000

**DECLARATIONS (CONTINUED)**

**Business Condominium Association Policy for TCMG INC**  
**Policy Number 90-B2-R838-2**

Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	See Schedule
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	See Schedule
Signs	See Schedule
Valuable Papers And Records	
On Premises	See Schedule
Off Premises	See Schedule
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - SCHEDULE**

The coverages and corresponding limits shown below apply only to the described premises as shown.

LOCATION	COVERAGE	LIMIT OF INSURANCE
0001	Signs	\$2,500
	Money And Securities (On Premises)	\$10,000
	Money And Securities (Off Premises)	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Outdoor Property	\$5,000
	Valuable Papers and Records (On Premises)	\$10,000
	Valuable Papers and Records (Off Premises)	\$5,000
	0002	Signs
Money And Securities (On Premises)		\$10,000

Prepared  
 DEC 01 2016  
 CMP-4000

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Continued on Next Page



DECLARATIONS (CONTINUED)

Business Condominium Association Policy for TCMG INC  
 Policy Number 90-B2-R838-2

Money And Securities (Off Premises)	\$5,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Accounts Receivable (On Premises)	\$50,000
Accounts Receivable (Off Premises)	\$15,000
Outdoor Property	\$5,000
Valuable Papers and Records (On Premises)	\$10,000
Valuable Papers and Records (Off Premises)	\$5,000

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

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The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$10,000
Employee Dishonesty	\$25,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

**SECTION II - LIABILITY**

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COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$10,000
Damage To Premises Rented To You	\$300,000
<b>AGGREGATE LIMITS</b>	<b>LIMIT OF INSURANCE</b>
Products/Completed Operations Aggregate	\$2,000,000

DECLARATIONS (CONTINUED)

Business Condominium Association Policy for TCMG INC  
Policy Number 90-B2-R838-2

General Aggregate

\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

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Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

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**FORMS AND ENDORSEMENTS**

CMP-4100	Businessowners Coverage Form
CMP-4561.1	*Policy Endorsement
CMP-4705.1	*Loss of Income & Extra Expnse
CMP-4220.1	*Amendatory Endorsement
CMP-4746.1	*Hired Auto Liability
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4426	Business Condo Association
CMP-4710	Employee Dishonesty
CMP-4729	Building Ordinance or Law Cov
CMP-4709	Money and Securities
CMP-4788	Addl Insd Mgrs Lessor of Prem
CMP-4704	Dependent Prop Loss of Income
CMP-4703	Utility Interruption Loss Incm
FD-6007	Inland Marine Attach Dec
	* New Form Attached

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Page 6 of 7



DECLARATIONS (CONTINUED)

Business Condominium Association Policy for TCMG INC  
Policy Number 90-B2-R838-2

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Michael J. Tipton*  
President

**WE WILL CONSIDER YOUR CLAIMS HISTORY, IF ANY, FOR PURPOSES OF DETERMINING WHETHER TO CANCEL OR REFUSE TO RENEW YOUR POLICY.**







STATE FARM FIRE AND CASUALTY COMPANY  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinla Drive  
 Atlanta GA 30346-2117

**INLAND MARINE ATTACHING DECLARATIONS**

M-21-7322-FBE0 F U

<b>Policy Number</b>	<b>90-B2-R838-2</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	FEB 11 2017	FEB 11 2018
The policy period begins and ends at 12:01 am standard time at the premises location.		

**Named Insured**

PARK PLACE LAUREL  
 CONDOMINIUMS INC  
 14440 CHERRY LN CT STE 219  
 LAUREL MD 20707-4946

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8743.1                      \*Inland Marine Computer Prop  
 FE-8739                        Inland Marine Conditions

\*New Form Attached

See Reverse for Schedule Page with Limits

Prepared  
 DEC 01 2016  
 FD-6007

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**ATTACHING INLAND MARINE SCHEDULE PAGE**

**ATTACHING INLAND MARINE**

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ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ 10,000 \$ 10,000	\$ 500	Included Included

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OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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DEC 01 2016  
FD-6007

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**Rules and Regulations**  
**Park Place Laurel Condominium**

PARK PLACE LAUREL I CONDOMINIUM BY-LAWS

EXHIBIT B-1

RULES AND REGULATIONS

EXHIBIT B-1

RULES AND REGULATIONS

The following Rules and Regulations have been promulgated pursuant to Section 11-111 of the Maryland Condominium Act shall be binding on all Owners, Tenants and their respective guests and invitees. All capitalized terms shall have the meanings ascribed to them in the Condominium Declaration and/or Condominium By-Laws.

1. The sidewalks, passageways, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from Units. The Council shall have the right to impound any article in the Common Elements of the Condominium in violation of this provision.
2. Nothing shall be placed in, through, or upon the windows of a Unit without prior written consent of the Council and no awnings or other projections shall be attached to the outside walls of the Building.
3. Each Owner=s or Tenant=s janitorial service is responsible for depositing trash in dumpster on a daily basis. No trash is to be left in the hallways or stairwells at any time.
4. No sign, advertisement, notice or other lettering shall be exhibited, painted or affixed by Owners or Tenants on any part of the exterior of a Unit, or any door or window thereof, nor on the halls or any other portion of the General Common Element areas of the Condominium without the prior written consent of the Council.
5. Owners and Tenants shall keep the entrance doors into the hallways of the Building closed at all times except when opened for purposes of ingress and egress.
6. Nothing shall be allowed done or kept in any unit or storage area which would cause any increase in the ordinary premium rates for fire and extended coverage or the cancellation or invalidation of any insurance maintained by the Condominium Association or the structure in which the Unit is located.
7. Owners and Tenants shall deposit with the Council a passkey to their Unit or make other arrangements satisfactory to the Council to permit emergency entrance to the unit if necessary. If an Owner fails to provide the Council with a passkey or make other arrangements satisfactory to the Council to allow the Council to gain entry to a Unit in the event of an emergency, the Council shall have the right, in the event of an emergency, to gain entry to the Unit by such means as it deems reasonably necessary, under the circumstances, and the Council, its officers, directors, agents,

servants or employees shall not be responsible for any damage done to the unit caused by so gaining entry in the event of an emergency.

8. Owners and Tenants shall not throw anything out of the doors, or down the passages or stairways of the Unit(s), or sweep any dirt or other substance into any of the corridors, stairways, halls, shafts or ventilators.

9. Owners nor Tenants shall play or suffer to be played any musical instrument or operate or suffer to be operated a phonograph, radio or television or the like in a Unit at any time in such manner that will unreasonably disturb or annoy other Owners or Tenants of the Building.

10. No wires, cables or antennae of any type shall be erected on the roof or exterior walls of the Building without consent of the Council of Unit Owners. Any cables, wires or antennae erected in violation of this rule shall be subject to removal by the Council without notice to the Owner or Tenant of the Unit, at the Unit Owner=s expense.

11. Owners and Tenants shall not in any way interfere with the lighting or heating apparatus in halls and stairways which is hereby distinctly understood are under the exclusive control of the Council and its servants and employees. Owners and Tenants are further responsible for the proper use of all heating, air conditioning and electric appliances which are the property of the Council.

12. Owners and Tenants will be held responsible for any damage by their employees or visitors to shrubs, lawns or other Common Elements of the Condominium.

13. All property left by or for an Owner or Tenant with the manager or an employee of the Council will be received by such manager or employee as agent of the Owner or Tenant, as the case may be, and not of the Council. The Council assumes no responsibility and is to be subject to no liability for any damage or loss of same. The Council reserves the right to instruct its employees to refuse acceptance of any article at any time.

14. The Manager shall supervise all moves into and out of the Unit in the Building. To do this, the Owner or Tenant, as the case may be, must notify the Manager at least seven (7) days before the date and time scheduled for a move into or out of a Unit. The time and date is subject to approval of the Manager, acting for the Council, and shall be rescheduled at the request of the Manager in order to cause minimal damage and disruption to the Building in the moving process.

15. The Owner of a Unit is responsible for any damages done to the Common Elements by anyone moving into or out of the Owner's Unit. The amount of damages shall be assessed by the Condominium Board and shall be due and payable as an additional assessment with the next regular assessment for the Unit, and the amount of the assessment shall constitute a assessment for the Unit, and the amount of the assessment shall constitute a lien against the Unit, the same as the monthly assessment.

16. All windows will be hung with blinds at the time of construction. These are to be left in place, however draperies of the Owner=s choice may be installed over the interior of the blinds.

17. No automobile or other vehicle shall be parked on any part of the Condominium at any time except on the parking areas provided for that purpose.

18. Automobiles shall be parked within the lines marked for each parking space. In addition, if any Owner has use of a specific, assigned, parking space, no other party may use such parking space without the Owner's written consent. Vehicles which are in violation of this Rule and Regulation are subject to being removed and retrieved by the Council at the expense of the owner of the vehicle. The Architectural Committee (or if none, then the Board) may establish supplemental rules regarding parking and traffic control on the Property. No parking spaces may be used for overnight vehicular storage, sales or rental purposes. No trailers, recreational vehicles or inoperable vehicles shall be permitted in the parking spaces.

19. All vehicles are to be operated in a safe and careful manner. The speed limit within the Condominium is 15 miles per hour.

20. Except seeing-eye dogs and fish and except up to two (2) birds or two (2) cats and subject to any applicable provisions of the Condominium Declaration, no bicycles, vehicles or animals of any kind shall be brought into, or kept in or about any portion of the Building.

21. Nothing shall be done or permitted in a Unit, and nothing shall be brought into, or kept in or about the Unit, which would impair or interfere with any of the HVAC, plumbing, electrical, or structural components of the Building or the services of the Building or the proper and economic heating, or other services of the Building or the Unit, nor shall there be installed by any Owner or Tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of the Council, may cause any such impairment or interference. No Owner or Tenant, nor the employees, agents, licensees or invitees of any Owner or Tenant, shall at any time bring or keep upon the Unit any flammable, combustible or explosive fluid, chemical or substance.

22. No Unit shall be used for any immoral or illegal purpose.

23. Employees of the Council shall not perform any work or do anything outside of their regular duties, unless under special instructions from the Council or Board.

24. Canvassing, soliciting and peddling in the Building are prohibited and each Owner and Tenant shall cooperate to prevent the same.

25. No Owner or Tenant shall cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from its Unit which would annoy other tenants or create a public or private nuisance. No cooking shall be done in a Unit, with the exception of a coffee maker or microwave oven, except as may be expressly permitted in these Rules and Regulations.

26. Plumbing facilities shall not be used for any purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspapers or other substances of any kind shall be thrown into them.

27. Owner or Tenant shall notify the Council of its plans for cleaning the Unit, including the name and telephone number of any commercial cleaning services with whom Owner or Tenant contracts. The Council shall not be responsible to any Owner or Tenant for any loss of property from its Unit however occurring, or for any damage done to the effects by any cleaning service employed by Owner or Tenant. No vending machine of any kind shall be installed in the Building or on or about the Condominium Land by any Owner or Tenant, without the prior written consent of the Council.

28. Owner and Tenant agree to keep the Unit in a neat, good and sanitary condition and to place garbage, trash, rubbish and all other disposables only where Council directs.

29. No Owner or Tenant may make repairs or take similar actions to its Unit during regular business hours if such activities create a nuisance to the other Owners or Tenants in the Building.

30. During construction of Units, the following rules shall apply:

(a) Absolutely no drilling in the concrete floors or ceilings prior to these areas being x-rayed by a licensed contractor.

(b) The construction of the demising walls in between Units must be verified by a representative of the Developer prior to the start of construction.

(c) Materials can be loaded into a Unit by means of removing a glass panel. However, it is the responsibility of the Owner or his contractor to repair any damage to the glass or the Building during the process.

In addition to the foregoing, any Owner or occupant undertaking construction of the Unit or any portion thereof shall be required to comply with any pre-construction procedures established from time to time by the Developer.

31. These Rules and Regulations may change from time to time, in accordance with the provisions of the Condominium Declaration, Condominium By-Laws and Maryland Condominium Act.