

# Closing Checklist

**AYA-A00856**

**June 2, 2022**

TO: shannon@ajbillig.com

RE: Resale Package

Attached, please find the Rush Resale Disclosure (7 Days) you recently requested from Pelican Property Management Company, LLC which was supplied on behalf of the Association. It is important that you review these documents carefully and follow all instructions.

Dear Homeowner,

Here are a few things you should consider as you go to settlement. Once settlement takes place in order to move you out of our system and the new homeowner in, we need to receive the settlement paperwork. It can take upwards of several months for our office to receive the paperwork. During this time, you may continue to receive your monthly statements and other notices from us. Additionally, if you have auto payments set up through the AppFolio portal, payments will continue to be taken out. To avoid making any extra payments we encourage you to delete any auto payments or contact us about deleting your portal once settlement has taken place. Please note, that we will not be able to refund any extra payments until we receive the settlement paperwork and move you out of our system.

To delete an auto payment log on to your AppFolio Portal and click on the Payment tab. Once on the Payment tab go to the Scheduled Payment section on the page. Once there click on the delete link, and no further payments will be processed. If you have billpay set up through your bank remember to contact your bank and have them stop the payments.

**TO BE TURNED OVER TO THE SETTLEMENT COMPANY:**

Dear Closing/Title/Settlement Agent,

1. In order to facilitate the transfer ownership in our system, we require a copy of the HUD-1 form. We ask that you mail a copy of the HUD-1 form to our office within five (5) business days.
2. Additionally, please note, that there is a \$225.00 transfer fee paid by the buyer and made payable to Pelican Property Management that should be collected at settlement. If the transfer fee is not collected at settlement the buyer will be invoiced for payment of the transfer fee and it may delay the transfer of the property in our system.
3. Furthermore, if you need us to complete an updated Payoff Request or Questionnaire that needs to be requested via our CondoCerts website <https://pelicanmgt.condocerts.com/resale>

**Return to:**

Pelican Property Management  
8725 Loch Raven Blvd Ste 201  
Towson, MD 21286

If you have any questions please give us a call at 410-645-1865 option 4.

Thank you in advance for your cooperation!  
Pelican Property Management

# Disclosure for Maryland Resale **AYA-A00856**

Quail Creek Condominium Association  
This disclosure has been prepared on 6/2/22  
on behalf of Carolyn Stefan; owner(s) of  
14209 Quail Creek Way Unit 202 , Sparks, MD 21152  
Purchaser is .

This disclosure statement is provided pursuant to **Section 11B-106(B)** of the Maryland Homeowners Association Act. Upon written request by the purchaser, the seller is to provide the statement to the purchaser. The association is not required to deliver this packet to the purchaser.

This Certificate is valid for days from the date of issuance.

Any owner, either as seller or purchaser, should carefully review this Certificate of HOA Resale and all attached documents. Please consult with your real estate agent or attorney pertaining to any specific questions or concerns.

1. Subject lot is located within Quail Creek Condominium Association.
2. The current fees or assessments imposed by the Homeowners Association are:

Regular Assessment:                   \$220.00 due Monthly on the 1st day of the payment period  
Late Fee:                                10% or will be attached to any assessment received 15 day(s) after due date  
Capital Contribution:                \$500.00 move-in/out fee

Is there a special assessment for this association?

**None noted at this time.**

Are any of the fees, assessments or other charges against the lot delinquent, or is a credit due?

**This address is in collections. Please contact the collections attorney, Chris Merrill at Sagal, Filbert, Quasney, and Betten, at 410-823-1881.**

3. Pelican Property Management Company, LLC is the managing agent and is authorized by the Homeowners Association to provide members of the public information regarding the Homeowners Association and the development.

Managing Agent:                   Pelican Property Management Company, LLC  
Address:                               8725 Loch Raven Blvd  
City, State, Zip:                   Towson, MD 21286-2207  
Telephone:                         410-645-1865  
Fax:

4(i). A statement as to whether the owner has actual knowledge of the existence of any unsatisfied judgments or pending lawsuits against the Homeowners Association:

**There is no pending litigation for which the Association is named a party.**

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# Disclosure for Maryland Resale **AYA-A00856**

4(ii). A statement as to whether the owner has actual knowledge of any pending claims, covenant violations, actions or notices of default against the lot:

**There are no written notices of violation of the governing documents for this address in our files as of this date. This does not mean that there are no violations, and it does not prevent action by the association for anything that may exist that is a violation of the attached governing documents of the association.**

5. Include a copy of the bylaws, rules, regulations, articles of incorporation, declaration, and all recorded covenants and restrictions.

**Please see attached documents.**

This disclosure packet was prepared by Pelican Property Management Company, LLC on 6/2/22.  
This Certificate is valid for days from the date of issuance.

## ADDITIONAL COMMENTS

- Please note you only need to purchase an Updated Resale Certificate and Inspection if you have already purchased a resale package and need these documents updated. The resale certificate and inspection are part of the standard resale package. We will not provide an Updated Resale Certificate for an address that we haven't previously done a resale for.

Please also note: A Payoff Request should be ordered prior to closing to receive the most recent amounts due on the owner's account.



## Homeowner Information and Authorization Form

**Important Note: You may submit this form online at [www.pelicanmgt.com](http://www.pelicanmgt.com) in the "COMMUNITY FORM" section under the "RESIDENT FORMS" tab. Otherwise, complete and return to the address provided below.**

At Pelican Property Management we are continually making strides in our goal of providing the most efficient means of communication. We have recently made significant upgrades to our systems that enable us to provide both email and electronic notifications in regard to your community. The email and electronic communication will include, but not be limited to, notice of association/board meetings, proxies, ballots and membership information.

Prior to enabling this feature on your account, we are required by law, under the "The Real Property Act" (MD Ann. Code Real Property, Section 11-139.1), to gain your written authorization.

NOTE: The current property management company is Pelican Property Management, 8725 Loch Raven Blvd., 410-645-1865.

The HOA/condo shall maintain the electronic mailing addresses of those members who consent to receive notice and to vote by electronic transmission.

By providing my email address as noted below, I hereby verify and confirm that any vote received by the HOA/condo from this email address may be considered to be authorized by me, the Unit/lot owner. I understand and acknowledge that each vote sent by this email must include my name and address in order to be counted.

I understand that my authorization will remain in effect until my consent to receive notice and/or vote by electronic transmission is revoked. I further understand that my consent to receive notice and/or vote by electronic transmission can be revoked by me at any time by notifying the HOA/condo directly or the HOA/condo's current property management company I agree to promptly notify the HOA/condo of any changes in my email address, so as to have a current email address on file with the HOA/condo.

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: (if different) \_\_\_\_\_

Phone Number: Home \_\_\_\_\_ Mobile \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Complete this form ONLINE at [WWW.PELICANMGT.COM](http://WWW.PELICANMGT.COM) in the "COMMUNITY FORM" section under the "RESIDENT FORMS" tab.**

Under Maryland law you have the option of requesting a paper ballot. If you choose to opt-out of the online voting, please indicate by checking the opt-out box below.

- I wish to opt-out of all email and electronic correspondence including, but not limited to, notice of association/board meetings, statements, letters, online voting, proxies, ballots and membership information.
- I wish to opt-out of having my information included in any future community directories. Consent is assumed otherwise.

8725 Loch Raven Blvd. Suite 201 Towson, MD 21286

O 410-645-1865 F 1-800-508-2090 [www.PelicanMgt.com](http://www.PelicanMgt.com)

*please complete other side* →

Additional Owners Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Please list the names and ages of other authorized occupants:

Please list vehicle(s) including make, model, color, and tag number:

Please list authorized pet(s):

Age: \_\_\_\_\_ Type & Breed: \_\_\_\_\_ Sex: M/F Weight: \_\_\_\_\_

Age: \_\_\_\_\_ Type & Breed: \_\_\_\_\_ Sex: M/F Weight: \_\_\_\_\_

Age: \_\_\_\_\_ Type & Breed: \_\_\_\_\_ Sex: M/F Weight: \_\_\_\_\_

Please provide emergency contact information of someone not living with you (preferably someone with a key):

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_

Do they have a key: Yes/No?

\*\*\*\*\*

Is the unit rented? Yes \_\_\_\_\_ No \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone Number: Home \_\_\_\_\_ Mobile \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone Number: Home \_\_\_\_\_ Mobile \_\_\_\_\_

**\*\*Please attach a copy of the current signed lease agreement along with any addendums\*\***

(If you do not live in the unit and you have someone else living there, please put their information under tenant information)

# 14209 Quail Creek Way Unit 202

Inspection Date: 06/02/2022

Property: 14209 Quail Creek Way Unit 202, Sparks, MD 21152

Tenant: Carolyn Stefan | (410) 682-4796

## Compliance Inspection

**1 The Board of the Council of Unit Owners has knowledge of the following violations of provisions of the condo or HOA Declaration, By-Laws, and/or Rules & Regulations for alterations or improvements or any limited common elements assigned to it List Below**



No violations noted BMOOC

**OR: The Council of Unit Owners has no knowledge of any such violations due to alterations or improvements of the above condominium unit or any limited common elements assigned to it.**



No violations noted BMOOC

**1 The Board of the Council of Unit Owners for referenced condo has knowledge of the following violations of the health or building codes to the above condo, unit, or any limited common elements assigned to it or any other portion of the condo: list**



No violations noted BMOOC

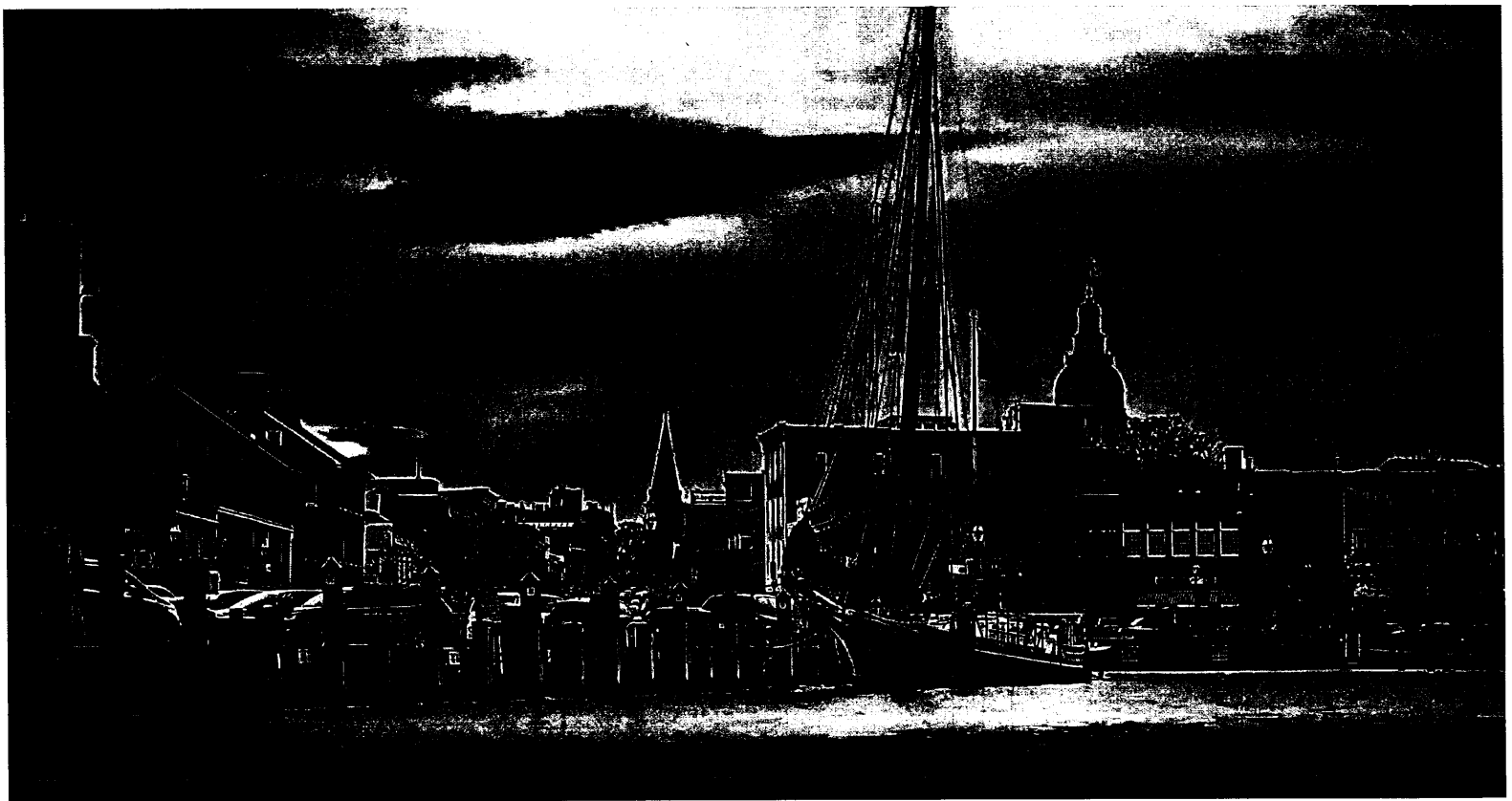
**The Council of Unit Owners/Membership has no knowledge of any such violations of the health or building codes respect to the above unit or any limited common elements assigned to it.**



No violations noted BMOOC

# Quail Creek Condominium Association

Balance Sheet (Most Recently Reconciled)



**Balance Sheet**

Properties: Quail Creek Condominium Association - 8725 Loch Raven Blvd Ste 201 Towson, MD 21286

As of: 04/30/2022

Accounting Basis: Cash

GL Account Map: None - use master chart of accounts

Level of Detail: Detail View

Include Zero Balance GL Accounts: No

Account Name

Balance

**ASSETS**

**Cash**

Cash in Bank Farmers & Merchants Operating

Reserve Account Farmers & Merchants

Morgan Stanley Reserve

Total Cash

TOTAL ASSETS

49,048.60  
196,225.59  
634,987.45  
880,261.64  
880,261.64

**LIABILITIES & CAPITAL**

**Liabilities**

Security Deposits Clearing

Prepaid Dues/Rent

Reserve Fund

Reserve Interest Income

Total Liabilities

**Capital**

Retained Earnings

Calculated Retained Earnings

Calculated Prior Years Retained Earnings

Total Capital

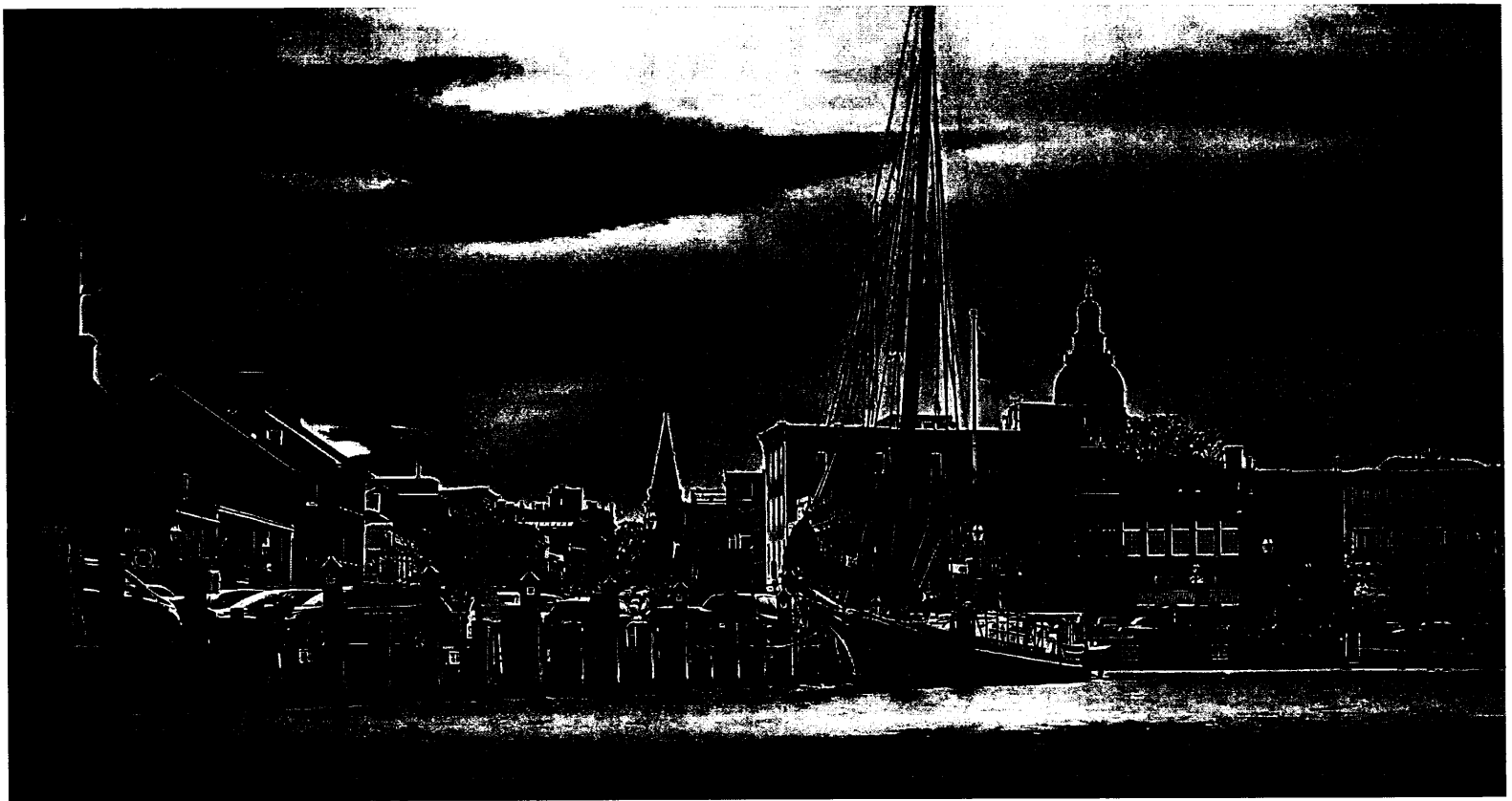
TOTAL LIABILITIES & CAPITAL

-220.00  
31,326.19  
46,000.00  
84.75  
77,190.94  
833,760.99  
-40,030.69  
9,320.40  
803,070.70  
880,261.64



# Quail Creek Condominium Association

Budget (Current Fiscal Year)



**Budget Detail**

**Pelican Property Management Company**

Properties: Quail Creek Condominium Association - 8725 Loch Raven Blvd Ste 201 Towson, MD 21286

Period Range: Jan 2022 to Dec 2022 (This Year)

Consolidate: No

GL Account Map: None - use master chart of accounts

Include Zero Balance GL Accounts: No

Account Name	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Total	Percent
Quail Creek Condominium Association - 8725 Loch Raven Blvd Ste 201 Towson, MD 21286														
Income														
Dues	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	459,360.00	100.00
Total Budgeted	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	459,360.00	100.00
Income														
Expense														
Fire Prevention, Systems, & Protection	208.34	208.34	208.34	208.34	208.34	208.33	208.33	208.33	208.33	208.33	208.33	208.33	2,500.00	0.54
Grounds Contract	3,513.34	3,513.34	3,513.34	3,513.34	3,513.33	3,513.33	3,513.33	3,513.33	3,513.33	3,513.33	3,513.33	3,513.33	42,160.00	9.18
Snow & Ice Removal	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.66	2,916.66	2,916.66	2,916.66	35,000.00	7.62
Gardening/Landscaping	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	15,000.00	3.27
Janitorial/Porter Expense	3,208.34	3,208.34	3,208.34	3,208.34	3,208.33	3,208.33	3,208.33	3,208.33	3,208.33	3,208.33	3,208.33	3,208.33	38,500.00	8.38
Trees & Shrubs	833.34	833.34	833.34	833.34	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	10,000.00	2.18
Pelican Management Fee	3,647.25	3,647.25	3,647.25	3,647.25	3,647.25	3,647.25	3,647.25	3,647.25	3,647.25	3,647.25	3,647.25	3,647.25	43,767.00	9.53
Insurance-Other	4,833.34	4,833.34	4,833.34	4,833.34	4,833.33	4,833.33	4,833.33	4,833.33	4,833.33	4,833.33	4,833.33	4,833.33	58,000.00	12.63
Taxes-General	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00	0.66
Gas and Electricity	833.34	833.34	833.34	833.34	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	10,000.00	2.18
Telephone	208.34	208.34	208.34	208.34	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	2,500.00	0.54
Water & Sewer	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.66	1,166.66	1,166.66	1,166.66	14,000.00	3.05
Pest Control	208.34	208.34	208.34	208.34	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	2,500.00	0.54
General Repairs and	2,494.42	2,494.42	2,494.42	2,494.42	2,494.42	2,494.42	2,494.42	2,494.42	2,494.41	2,494.41	2,494.41	2,494.41	29,933.00	6.52

**Budget Detail**

Account Name	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Total	Percent
Maintenance														
Postage	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.66	41.66	41.66	41.66	500.00	0.11
Miscellaneous Expense	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.66	416.66	416.66	416.66	5,000.00	1.09
Office Administrative Expenses	208.34	208.34	208.34	208.34	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	2,500.00	0.54
Legal Expenses	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.66	416.66	416.66	416.66	5,000.00	1.09
Accounting Expenses	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00	0.33
Reserve Replacement	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	11,500.00	138,000.00	30.04
<b>Total Budgeted Expense</b>	<b>38,280.08</b>	<b>38,280.08</b>	<b>38,280.08</b>	<b>38,280.08</b>	<b>38,279.99</b>	<b>38,279.99</b>	<b>38,279.99</b>	<b>38,279.99</b>	<b>38,279.93</b>	<b>38,279.93</b>	<b>38,279.93</b>	<b>38,279.93</b>	<b>459,360.00</b>	<b>100.00</b>
Total Budgeted Income	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	38,280.00	459,360.00	100.00
Total Budgeted Expense	38,280.08	38,280.08	38,280.08	38,280.08	38,279.99	38,279.99	38,279.99	38,279.99	38,279.93	38,279.93	38,279.93	38,279.93	459,360.00	100.00
Net Operating Income	-0.08	-0.08	-0.08	-0.08	0.01	0.01	0.01	0.01	0.07	0.07	0.07	0.07	0.00	0.00

# Quail Creek Condominium Association

Bylaws



 **PELICAN**  
PROPERTY MANAGEMENT

3

BY-LAWS  
of  
Quail Creek Condominium

RC/F 157  
SM CLERK 157  
#51510 0002 R02 T13:03  
04/21/88

157 -

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BY-LAWS

OF

QUAIL CREEK CONDOMINIUM

Dated: April 7, 1988ARTICLE IADMINISTRATION

Section 1. Form of Administration. The condominium project, known as Quail Creek Condominium, located on Loveton Farms Road, near York Road, in Baltimore County, Maryland, has been subjected to the provisions of the Condominium Act, and a condominium regime has been established therefor, by the Declaration to which these By-laws are attached. The affairs of the condominium shall be governed by the council of unit owners, an unincorporated legal entity comprised of all the unit owners, acting through its board of directors, elected or appointed for the purpose of carrying out the responsibilities of said council of unit owners, all in the manner and to the extent hereinafter provided, and subject to the right and power of the council of unit owners, or the board of directors, to employ a manager to administer and supervise the condominium project.

Section 2. Applicability of By-laws. The terms, conditions, provisions and restrictions of these By-laws are applicable to the condominium project and to the use, occupancy, benefit and enjoyment thereof, and shall inure to the benefit of the unit owners and be binding upon said unit owners, their tenants, guests and other invitees, the agents, servants and employees of such unit owners, tenants, guests and invitees, and any other person, firm or corporation using any facility of the property. The acceptance of any deed, lease, contract or other paper covering any interest in a condominium unit, or the use, occupancy, benefit or enjoyment of such unit, without further act, shall signify that the By-laws of the condominium are approved and ratified and that the person accepting the deed, lease, contract or other paper, or using, occupying, or otherwise enjoying any unit shall comply with the terms, conditions, provisions and restrictions of the By-laws.

Section 3. Mailing Address. The mailing address of the council of unit owners shall be Council of Unit Owners of Quail Creek Condominium, c/o Wallace H. Campbell & Company, Inc., Attn. R. Bruce Campbell, C.P.M., 1701 Meridene Drive, Baltimore, Maryland 21239, or at such other address as the council of unit owners, board of directors or manager may from time to time designate by written notice to the unit owners and the mortgagees.

ARTICLE IIPOWERS OF COUNCIL OF UNIT OWNERS

The rights and powers of the council of unit owners are as follows:

- (a) To have perpetual existence subject to the right of the unit owners to terminate the condominium regime, as provided in the Condominium Act or in the Declaration;
- (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, and complain and defend, in any court;
- (e) To transact its business, carry on its operations and exercise the powers provided in the Condominium Act, in any state, territory, district or possession of the United States, and in any foreign country;
- (f) To make contracts and guarantees, incur liabilities, borrow money, and to 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, and 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 this 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 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 the 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 and similar interests through or over the common elements in accordance with the Condominium Act and the Declaration;

(o) To impose charges for late payment of assessments and, subject to the provisions of Article XVI of these By-laws, levy reasonable fines for violations of the Declaration, these By-laws, and rules and regulations of the council of unit owners adopted pursuant to Article XV of these By-laws;

(p) To impose reasonable charges for the preparation and recordation of rules, regulations, resolutions, resale certificates, or statements of unpaid assessments, and amendments to such documents, and for the preparation and recordation of amendments to the Declaration, By-laws and condominium plat;

(q) 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;

(r) To enforce the implied warranties made to the council of unit owners by the Developer under the Condominium Act;

(s) To enforce the provisions of the Condominium Act, the Declaration, these By-laws, and the rules and regulations, if any, of the council of unit owners against any owner or occupant of a unit; and

(t) Generally to exercise the powers set forth in the Condominium Act and the Declaration or By-laws, and to do every other matter, act or thing not inconsistent with law, which may be appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration or By-laws, including the right to elect directors, officers and agents, and to define their rights, powers and duties, provided, however, that the council of unit owners shall not impose or receive any payment, fee or charge for the use, rental or operation of the common elements, other than assessments imposed against all unit owners pursuant to Sections 1 and 3 of Article IX hereof.

### ARTICLE III

#### MEETINGS OF COUNCIL OF UNIT OWNERS

Section 1. Annual Meetings. The annual meeting of the council of unit owners shall be held at such place within the State of Maryland as may be designated by a majority of the unit owners, the board of directors or the manager of the condominium project, at 8:00 p.m., on the third Wednesday of November of each year (or on such other date, or at such other time as may be fixed by such majority, board, or manager), for the election of directors and for the transaction of general business, provided that the first annual meeting of the council of unit owners shall be held within sixty (60) days after the date that fifty percent (50%) of the percentage interests in the common elements have been conveyed by the Developer to the initial purchasers of the units. Such annual meetings shall be general meetings, i.e., open for the transaction of any business without special notice of such business, provided, however, that no new business shall be introduced or otherwise

submitted at the meeting unless a written summary thereof is filed with the Secretary of the council of unit owners before commencement of the meeting.

Section 2. Special Meetings. Special meetings of the council of unit owners may be called at any time by a majority of the unit owners, the board of directors, or the manager, either by vote or in writing. Upon the written request of a majority of unit owners, specifying the purpose of the special meeting and delivered to the board of directors or manager, it shall be the duty of the board or manager forthwith to call a meeting of the council of unit owners. Notice thereof shall be given as provided in Section 3 of this Article III. No business other than that stated in the notice of the meeting shall be transacted at any special meeting of the council of unit owners, however called. Special meetings of the council of unit owners shall be held at such place within the State of Maryland as may be fixed by a majority of the unit owners, board of directors, or manager calling the same.

Section 3. Notice of Meetings. At least ten (10), but not more than thirty-five (35), days' written or printed notice of every annual meeting and every special meeting of the council of unit owners shall be given by a majority of the unit owners, the board of directors or the manager to each unit owner whose name appears as such upon the roster or books of the condominium project at the close of business on the day on which notice of the meeting is mailed. Such notices of annual or special meetings shall state the place, day and hour of such meetings, and, in the case of special meetings, shall also state the business proposed to be transacted thereat. Such notice shall be given to each unit owner either by delivering the same to him or by mailing it postage prepaid and addressed to him at his address as it appears upon the roster or books of the condominium project, as aforesaid. No notice of the time, place or purpose of any meeting of unit owners, whether prescribed by law, by the Declaration, or by these By-laws, need be given to any unit owner who attends in person, or by proxy, or who, in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice.

Section 4. Quorum. Unless otherwise specifically provided in the Condominium Act, in the Declaration, or in these By-laws, the presence in person or by proxy of a majority of the unit owners shall be necessary and sufficient at any meeting of the council of unit owners to constitute a quorum for the election of directors, for the adoption of decisions, or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been completed. In the absence of a quorum, (a) the unit owners who shall be present in person or by proxy at any meeting (or adjournment) may, by vote of a majority of such unit owners, adjourn the meeting from time to time, but not for a period of over thirty days at any one time, in accordance with the requirements of State law, including Section 5-206 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time, if applicable, and at any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified; or (b) a new meeting may be called pursuant to Section 3 of this Article III.

Section 5. Proxies. Unit owners may vote either in person or by proxy, but no proxy shall be effective for more than 180 days following its issuance, unless granted to a lessee or mortgagee, in which case the proxy shall remain in force for such longer period as shall be designated therein. Every proxy shall be in writing, subscribed by the unit owner or by his duly authorized attorney, and shall be dated, but need not be sealed, witnessed or acknowledged, unless otherwise required by law. Each proxy shall be presented at the meeting and deposited with the Secretary of the council of unit owners, the board, or the manager. All proxies shall be subject to the applicable requirements, if any, of the Condominium Act.

Section 6. Voting.

(a) Subject to paragraph (b) of this Section 6, at every meeting of the council of unit owners, every unit owner shall be entitled to cast the number of votes appurtenant to his unit, as determined under the provisions of the Declaration and registered in his name on the roster or books of the condominium project on the date for the determination of voting rights at the meeting. All elections of directors shall be by secret ballot, and upon demand by unit owners holding at least twenty-five percent (25%) of the votes held by the unit owners present in person or by proxy, any other question before a meeting shall be by secret ballot; and except in cases in which it is by statute, by the Declaration, or by these By-laws otherwise specifically provided, the vote of a majority of the unit owners present and voting shall be necessary and sufficient to elect or pass any measure.

(b) Notwithstanding the foregoing, no unit owner shall be entitled to vote at any meeting of the council of unit owners after a statement of (condominium) lien has been recorded among the Land Records of Baltimore County, constituting a lien against his condominium unit, unless the amount necessary to release such lien has been paid at or before the time of the meeting.

Section 7. List of Unit Owners. The council of unit owners shall maintain a current roster of the names and addresses of each unit owner to whom notice of meetings of the council of unit owners and the board of directors shall be sent in accordance with the provisions of the Condominium Act and these By-laws. Each unit owner shall furnish his name and current mailing address to the council of unit owners, and a unit owner may not vote at any meeting of the council of unit owners until he has furnished such information. Prior to each meeting of the council of unit owners, the Secretary thereof, the board of directors, or manager, shall prepare a full, true and complete list, in alphabetical order, of all unit owners entitled to vote at such meeting, indicating the number of votes to be cast by each, and shall be responsible for the production of such list at the meeting. The record date for determining the unit owners entitled to vote at any meeting of the council of unit owners shall be the record date established in Section 3 of this Article III for determining the unit owners entitled to notice of such meeting.

Section 8. Order of Business. At all meetings of the council of unit owners, the order of business shall be, as far as applicable and practicable, as follows:

- 1... Organization and roll call.
2. Proof of notice of meeting or of waivers thereof. The Certificate of the Secretary of the council of unit owners, the board of directors, or the manager, or the affidavit of any other person who mailed the notice or caused the same to be mailed, shall be accepted as proof of service of notice by mail.
3. At any annual meeting, or at a meeting called for that purpose, reading of unapproved minutes of preceding meetings and action thereon.
4. Reports of the board of directors, officers, committees, and any manager employed by the council of unit owners or the board.
5. At an annual meeting, the election of directors and employment of a manager.
6. Unfinished business.
7. New business.
8. Adjournment.

Section 9. Informal Action. To the extent not inconsistent with the requirements of the Condominium Act regarding the manner of operation of the council of unit owners, any action required or permitted to be taken at any meeting of the council of unit owners may be taken without such meeting if a written consent to such action is signed by all unit owners (and by all mortgagees, if mortgagee consent is required for the taking of such action) and such written consent is filed with the minutes of the proceedings of the council of unit owners.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Number and Qualification. Subject to the right of the council of unit owners or the board of directors to employ a manager, as provided in Article VIII of these By-laws, the affairs of the condominium project shall be managed by a board of directors (board) comprised of three (3) members (directors), each of whom shall be (a) a unit owner, either in his own name, or as a joint tenant, tenant in common, tenant by the entirety, or co-partner, if his unit is held in a real property tenancy or partnership relationship, or (b) the spouse of a unit owner, or (c) an officer or agent of a corporate unit owner. For each unit owned, there shall be no limit as to the number of tenants, co-partners, officers, or agents of the unit owner who may serve as directors at the same time. The number of directors fixed by these By-laws may, by a vote of a majority of the unit owners present and voting at any annual meeting of the council of unit owners, be increased to not exceeding seven (7), or decreased to not less than three (3).

Section 2. Powers. The board of directors shall have all rights and powers necessary to the administration of the affairs of the condominium project and may do and perform all matters, acts and things not expressly reserved to the council of unit owners. The powers of the board of directors shall include particularly, but not by way of limitation, the right to do the following:

(a) Supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the common elements; keep and maintain said elements in a clean, neat, trim, orderly, sanitary and safe condition, free of garbage, trash, rubbish and other refuse, free of insects, rodents, vermin and other pests, free from objectionable odors, and free of sand, water, ice and snow; procure all labor, material, services and utilities necessary or desirable to the foregoing; obtain all permits and licenses required for the property; comply with all laws, ordinances, rules, and regulations applicable to the maintenance and care of the common elements; and generally carry out all matters and things deemed necessary or advisable to the economic or efficient maintenance and operation of the condominium project.

(b) Employ all personnel necessary or desirable for the maintenance, operation and management of the condominium project; and engage any attorney or attorneys to handle the legal affairs of said project, including collection of the common expenses due by any unit owner, and any accountant or accountants to handle and maintain the financial records of the property, including the preparation of any tax return or other form required to be filed with any governmental agency.

(c) 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 project, and the convenience of the unit owners; review and analyze all cost and expense factors arising out of or otherwise related to the property, 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.

(d) Impose reasonable charges for the preparation, copying and recordation of any documents related to the condominium project; and impose and collect charges and fines for the late payment of assessments and for violations of the Declaration, these By-laws and the rules and regulations of the council of unit owners.

(e) Adopt reasonable rules and regulations, not inconsistent with the Declaration or By-laws, for the care and preservation of the common elements, the comfort, health, safety and general welfare of the unit owners, and the efficient operation of the condominium project.

(f) 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 board shall from time to time approve, verify and account for all receipts and expenditures involved in the operation of the condominium project, approve or disapprove all requisitions, bills, statements and vouchers, pay all costs and expenses incurred in the operation

and maintenance of the property, designate signatories to which bank or other accounts shall be subject, keep and preserve, at the principal office of the condominium project, rosters, books, accounts and records covering the operation of the property, and execute and file any statement, certificate, affidavit, return or other forms 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 project as may from time to time be required or advisable.

(g) Procure and maintain all policies of insurance required by the Condominium Act, by these By-laws, or by the council of unit owners, 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 council of unit owners; 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.

(h) 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 council of unit owners by law, and arrange for payment of any tax shown thereby to be due.

Section 3. Election and Term of Office. The following persons shall serve as directors for a term commencing on the date of the creation of the condominium and ending at the first annual meeting of the council of unit owners: Susan King, Jeff Mathai and Linda Soto. At the first annual meeting of the council of unit owners, three (3) directors shall be elected to succeed the directors named above. The term of office of two (2) such directors shall be fixed at one (1) year, and the term of office of the remaining director shall be fixed at two (2) years. At the first or any succeeding annual meeting of the council of unit owners, additional directors shall be elected if required under the provisions of Section 1 of this Article IV. The term of each such additional director shall be fixed at two (2) years. At the expiration of the initial term (not including any term of office commencing on the date of the creation of the condominium) and any subsequent term of office of each director, his successor shall be elected at the annual meeting of the council of unit owners to serve for a term of two (2) years. Each director specifically named in this Section 3 or elected as provided in this Section 3 or in Section 4 of this Article IV (a) may, if reelected, succeed himself, and (b) shall hold office until his successor shall have been elected and qualified, or until he shall die or resign, or shall have been removed, or shall cease to qualify.

Section 4. Vacancies. If any director shall die or resign, or shall cease to qualify for directorship under Section 1 of Article IV of these By-laws, or if the council of unit owners shall remove any director without appointing another in his place, or if a director shall cease to be such by reason of his failure to attend three (3) consecutive meetings of the board (as provided in Section 5 of this Article IV), a majority of the remaining



directors, although such majority is less than a quorum, may elect a successor (the "replacement director") to hold office until the next succeeding annual meeting of the council of unit owners, and until the replacement director's successor shall be elected and qualified. Vacancies in the board of directors created by an increase in the number of directors may be filled by the vote of a majority of the unit owners present and voting at an annual meeting of the council of unit owners, and directors so elected to fill such vacancies shall hold office until the second (2nd) succeeding annual meeting of the council of unit owners, and until their successors shall be elected and qualified.

Section 5. Removal. At any annual meeting of the council of unit owners, or at any special meeting of the council of unit owners called for that purpose, any director may be removed from office, with or without cause, by a majority of the unit owners present and voting, and another may be appointed in the place of the person so removed to serve for the remainder of his term. If any director misses three (3) or more consecutive regular and/or special directors' meetings, whether such absences are excused or unexcused, said director shall immediately and automatically cease to be a director, without the need for any action, confirmatory or otherwise, on the part of the council of unit owners, the board of directors or any officer to effectuate such removal from office. Removal of any director under the provisions of this Section shall, ipso facto, terminate the right of such director to hold any executive office of the condominium project.

Section 6. Regular and Special Meetings. Within seven (7) days after the annual meeting of the council of unit owners, the board of directors shall meet at such time and place as shall be fixed by the unit owners at said annual meeting, in which case no notice to the directors shall be necessary, or if no time and place was fixed for such meeting at the annual meeting of the council of unit owners, then the board shall meet within seven (7) days following the day of such annual meeting, at such time, date and place as may be fixed by a majority of the directors. In addition to the foregoing first meeting, regular meetings of the board of directors shall be held at such other time and place as may be fixed from time to time by a majority of the directors. Special meetings of the board of directors may be called by the President or by a majority of the directors either by vote or in writing. All regular and special meetings of the board shall be held in the State of Maryland. Notice of the place, day and hour of every regular and special meeting shall be given to each director (a) in writing, either mailed to him, postage prepaid, not later than the third (3rd) day before the day set for the meeting, or delivered to him personally not later than the second (2nd) day before the date set for the meeting, or (b) by telegraph or telephone not later than the day before the date set for the meeting. No notice of the time or place of the meeting need be given to any member who in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice, or, in fact, attends the meeting. All regular and special meetings of the board of directors shall be held in compliance with all applicable requirements of the Condominium Act.

Section 7. Quorum. A majority of the board of directors shall be necessary and sufficient to constitute a quorum for the transaction of

business at every meeting of the board, but if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period of over ten (10) days at any one time, without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which may have been transacted at the meeting as originally notified. Each director shall have one (1) vote. Except as otherwise provided herein, all questions shall be decided by a majority of the directors present. On request of any director the yeas and nays shall be taken and entered on the minutes.

Section 8. Informal Action. To the extent not inconsistent with the requirements of the Condominium Act regarding the manner of operation of the board of directors, any action required or permitted to be taken at any meeting of the board of directors may be taken without such meeting if a written consent to such action is signed by all the directors and such written consent is filed with the minutes of the proceedings of the board of directors.

Section 9. Compensation. No director, as such, shall receive any compensation for his services, but, by resolution of the council of unit owners, a fixed sum, not in excess of Ten Dollars (\$10.00) per year, may be allowed for attendance at the regular and special meetings of the board of directors.

Section 10. Fidelity Bonds. The council of unit owners shall maintain blanket fidelity bonds for all officers, directors and employees of the council of unit owners and all other persons handling, or responsible for, funds of, or administered by, the council of unit owners. If a manager has the responsibility for handling or administering funds of the council of unit owners, the manager shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the council of unit owners. Such fidelity bonds shall name the council of unit owners as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the council of unit owners or the manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to one hundred fifty percent (150%) of the sum of (a) the estimated annual operating expenses; and (b) all amounts then held in reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the manager, shall be paid by the council of unit owners as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the council of unit owners or insurance trustee, if any. So long as the Federal National Mortgage Association ("Fannie Mae") shall hold a first mortgage on any unit, such bonds shall also provide that the Fannie Mae Servicer, on behalf of Fannie Mae, must receive such notice of cancellation or modification.

ARTICLE VNOMINATIONS OF DIRECTORS

Section 1. Nominating Committee. On or before September 1 of each year, the board of directors may appoint a nominating committee, comprised of three (3) members, and, if such committee is so appointed, the board shall promptly notify the Secretary of the council of unit owners, in writing, of the names of the committee members. This nominating committee shall, at least thirty (30) days prior to the annual meeting of the council of unit owners, nominate not less than such number of candidates for membership on the board as may be required to be filled through election at such annual meeting, and forthwith submit its nominations to the Secretary of the council of unit owners. The decision of a majority of the members of the nominating committee shall be reported as the decision of the nominating committee.

Section 2. Other Nominations. In addition to the nominations, if any, made by the nominating committee for membership on the board of directors, as aforesaid, nominations may be made by any unit owner at or prior to any annual meeting of the council of unit owners. Each nomination made prior to the annual meeting shall be submitted in writing to the Secretary of the council of unit owners.

Section 3. Election Materials. All election materials, if any, distributed by the council of unit owners at or prior to any annual meeting at which directors are elected shall comply with the applicable requirements, if any, of the Condominium Act.

ARTICLE VIOFFICERS

Section 1. Executive Officers. The executive officers of the council of unit owners shall be a president, a vice president, a secretary, and a treasurer, or, if there be less than four (4) members of the board of directors, then a secretary-treasurer, instead of a secretary and a treasurer, each of whom shall be a member of the board of directors, and such other officers as the board from time to time considers necessary for the proper conduct of the affairs of the association. A director appointed as such by the board of directors shall not be eligible to serve as president or vice-president unless and until said director is thereafter elected (to serve another term) as a director at an annual meeting of the council of unit owners; unless no other member of the board of directors is eligible and willing to hold such office. The executive officers shall be elected every year by the board of directors at its first meeting following the annual meeting of the council of unit owners. Each such officer shall hold office for a term of one (1) year, and thereafter, until his successor is elected and qualified, or until his death, disqualification, resignation or removal. The powers and duties of the executive officers of the association shall be subject to the powers of any manager employed by the council of unit owners or the board of directors, to the extent set forth in the contract of employment of such manager.

Section 2. President. The President shall be the chief executive officer of the association. He shall, when present, preside at all meetings of the council of unit owners and board of directors; he shall have the power of general management and direction of the affairs of the association, subject to the control of the board of directors. He shall, in general, have the right to perform all acts incident to his office or which may be prescribed by the board. He shall also annually prepare or cause to be prepared a full and true statement of the affairs of the association, which shall be submitted at the annual meeting of the council of unit owners, and shall be filed within ten (10) days thereafter with the records of the association.

Section 3. Vice President. In the absence, inability or disqualification of the President, the Vice President shall have the right to perform all acts incident to the office of the President, and when so acting shall have all the powers of the President of the association.

Section 4. Secretary or Secretary-Treasurer. The Secretary or Secretary-Treasurer shall keep or cause to be kept the minutes of the meetings of the council of unit owners and of the board of directors in books provided for the purpose and shall count and record votes at all such meetings; he shall see that all notices are duly given in accordance with the provisions of the By-laws; he shall be the custodian of the records of the association; and, in general, he shall have the right to perform all acts ordinarily incident to the office of a secretary, and such other acts as, from time to time, may be assigned to him by the board of directors, or by the President.

Section 5. Treasurer or Secretary-Treasurer. The Treasurer or Secretary-Treasurer shall have charge of all funds, securities, receipts and disbursements of the council of unit owners, whether common expenses, or other funds, and shall deposit, or cause to be deposited, in the name of the association, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the board of directors; he shall keep, or cause to be kept, a just, true and correct copy of all receipts and expenses, and he shall make, or cause to be made, and submit an account of the financial condition of the council of unit owners when so requested by the President, Vice President, or by resolution of said council of unit owners, or the board of directors; and he shall make, or cause to be made, all reports, financial or otherwise, now or hereafter required by law; and, in general, shall have the right to perform all acts ordinarily incident to the office of a treasurer, and such other acts as may be assigned to him by the board of directors, or by the President.

Section 6. Assistant Officers. The board of directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers. Each such Assistant Secretary and Assistant Treasurer shall hold office for such period and shall have such authority and perform such duties as the board may prescribe.

Section 7. Subordinate Officers. The board of directors may elect such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and shall have such authority and perform such duties as the board may prescribe. The board of directors may, from time to

time, authorize any officer to appoint subordinate officers and to prescribe the powers and duties thereof.

Section 8. Delegation of Duties. In the absence, inability or disqualification of any officer, other than the President, the duties of such officer shall be discharged by his assistant or associate officer, if any there be, or, no other arrangements having been made for the performance of such duties, the President may delegate the powers and duties of such officer to another officer or director or may appoint some other person to act in the stead of such officer until his place shall be filled by the board of directors.

Section 9. Compensation. No officer, as such, shall receive any compensation for his services. Any manager, however, its agents, servants or employees, performing any duty of any officer of the condominium project shall be compensated for such performance or services at the common expense of the unit owners.

Section 10. Removal. The board of directors shall have power at any regular or special meeting to remove any officer, with or without cause, and such action shall be conclusive on the officer so removed. The board may authorize any officer to remove subordinate officers.

Section 11. Vacancies. The board of directors at any regular or special meeting shall have power to fill a vacancy occurring in any office for any unexpired portion of the term.

Section 12. Contracts and other Instruments. No deed, mortgage, lease, promissory note, bond, bill of sale, assignment, contract, check, or any other instrument or document intended to bind the council of unit owners shall be valid or binding unless signed either (a) by two officers of the association, one of whom shall be the President or Vice President, or (b) except with respect to deeds, mortgages, leases and promissory notes, by the manager of the condominium project.

## ARTICLE VII

### LIMITED LIABILITY AND INDEMNITY

Section 1. Officer and Director Liability. No officer or director of the council of unit owners shall be liable to any unit owner for any mistake in judgment, negligent or otherwise, unless attributable to willful misconduct or bad faith.

Section 2. Indemnification. The council of unit owners shall indemnify any individual who (a) is a present or former director or officer of the council of unit owners or (b) serves or has served another association, corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director or officer, or as a partner or trustee of such partnership or employee benefit plan, at the request of the council of unit owners, and who by reason of service in that capacity was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the

full extent permitted under the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. The council of unit owners may, with the approval of its Board of Directors, provide such indemnification for any employee or agent of the council of unit owners.

Section 3. Unit Owner Liability. The responsibility or liability of any unit owner to any third party for injuries arising in connection with the common elements or for liabilities incurred by the council of unit owners, or to any officer or director of the council of unit owners under any indemnity to the officers or directors, shall not exceed such proportion of the total liability as shall equal the percentage interest of such unit owner in the common elements (his percentage interest factor). Further, each agreement made by the officers of the council of unit owners or by the board of directors on behalf of the council of unit owners shall provide that such officers and the board are acting solely as agent for the council of unit owners and that the responsibility or liability of each unit owner upon said agreement shall not exceed such proportion of the total liability under the contract as shall equal the percentage interest of such unit owner in the common elements (his percentage interest factor).

#### ARTICLE VIII

##### MANAGER

The council of unit owners or the board of directors, on behalf of the council of unit owners, may employ a manager to administer or supervise the condominium project, and may delegate to such manager all rights, duties, and powers conferred upon the board under these By-laws, so that the manager shall thereupon have all the rights, duties and powers of the board necessary to the administration of the affairs of the condominium project and to do and perform all matters, acts and things not expressly reserved to the council of unit owners, provided, however, that no assessment or levy of any common expense, and no adoption or amendment of any rule or regulation for the condominium project, shall take effect until approved by the board of directors, or if there be no board, by the council of unit owners, and, provided further, that any agreement for management of the condominium project shall be subject to the following: No management contract shall exceed a term of three (3) years; and each such contract shall provide that same may be terminated by the council of unit owners without cause and without penalty on not more than ninety (90) days' written notice, and that same may be terminated by the council of unit owners with cause on not more than thirty (30) days' written notice. Further, any and all duties of any officer of the council of unit owners, including the President, may be delegated to the manager. Upon the employment of a manager by the council of unit owners, or by the board of directors, as aforesaid, then the rights, duties and powers conferred upon the board and upon the executive officers of the council of unit owners under these By-laws shall be subject to the rights, duties and powers of the manager, to the extent set forth in its contract of employment. The fee or other compensation payable to the manager, including reimbursement of any cost or expenses advanced or incurred by the manager for or on account of the council of unit owners, or the condominium project, shall be deemed a common expense.

ARTICLE IX

COMMON EXPENSES

Section 1. Assessments.

The fiscal year of the council of unit owners shall consist of twelve (12) calendar months, commencing on January 1; except that the first fiscal year shall commence on the earlier of (a) a date to be determined by the board of directors, or (b) the sixtieth (60th) day following the first conveyance by the Developer of legal title to any unit in the condominium to any other person or entity, and shall end on December 31, 1988. The first fiscal year may be substantially longer or shorter than twelve months. Not later than sixty (60) days prior to the commencement of each fiscal year, beginning with the 1989 fiscal year, the board of directors shall estimate the total common expenses required for the operation and maintenance of the condominium during the ensuing year, including particularly, but not by way of limitation, all sums required to provide labor, materials, services, utilities and insurance for the operation, maintenance and care of the property and the conveniences deemed desirable to the use and enjoyment thereof, together with an adequate reserve for the painting, repair and replacement of the common elements, and reserves for such other purposes, if any, as the board of directors deems appropriate, and within ten (10) days thereafter, shall notify each unit owner, in writing, of the aggregate estimated common expenses for the coming fiscal year and such unit owner's proportionate share thereof, based on his percentage interest factor. On or about the fifteenth (15th) day prior to the commencement of the fiscal year, the board shall finally determine and assess the common expenses, and formally levy against each unit owner his share thereof, in accordance with his percentage interest factor, by noting the assessment and levy on the books of the council of unit owners and submitting a written billing to the unit owner for the sum due by him. The failure or delay of the board of directors to prepare an estimate or determine the common expenses for any year, or notify any unit owner of the total common expenses of the council of unit owners, or of such unit owner's proportionate share of the common expenses, shall not in any manner constitute a waiver or release of the unit owner's obligation to pay his share of the common expenses whenever the same may be determined or assessed. Each common expense budget adopted by the board of directors is subject to the applicable requirements, if any, of the Condominium Act. In the absence of an annual determination of the common expenses or a formal assessment against the unit owners, each unit owner shall continue to pay the monthly installments due by him during the last fiscal year in which an assessment or levy had been made, all subject to acceleration or modification by the board of directors.

Section 2. Working Capital and Reserve Funds.

(a) Upon the creation of the condominium, the board of directors shall establish and maintain a working capital fund. From and after the commencement of the first fiscal year, the board of directors shall establish and maintain a reasonable repair and replacement reserve fund, and reserve funds for such other purposes, if any, as it deems appropriate. Such working capital and reserves shall be deposited in a special account, but may be invested in (i) obligations fully guaranteed as to principal by the Federal

Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or any successor thereof, and/or (ii) money market funds distributed by New York Stock Exchange member firms.

(b) The working capital fund shall be used to provide the cash needed to pay the start-up costs incurred by the council of unit owners. The working capital fund shall be used as a supplement to, rather than as a substitute for, the annual assessment reflected in the annual budget. The working capital fee for each unit in each stage shall equal two monthly installments of the first annual assessment of common expenses levied against such unit. This working capital fee shall be charged only once with respect to each unit, and shall be in addition to, and not a prepayment of, the first two full monthly installments each unit owner is required to pay on account of the annual assessment. With respect to each unit incorporated into the condominium more than ninety (90) days prior to the first annual meeting of the council of unit owners, the working capital fee shall become due on the earlier of (i) the date the developer transfers legal title to such unit to any other person or entity, or (ii) the date of the first annual meeting of the council of unit owners. With respect to each unit incorporated into the condominium on or after the date which is ninety (90) days prior to the first annual meeting of the council of unit owners, the working capital fee shall become due on the earlier of (i) the date the developer transfers legal title to such unit to any other person or entity, or (ii) ninety (90) days after the date such unit was incorporated into the condominium. The working capital fee for each unit shall be payable to the council of unit owners by the person or entity acquiring such unit from the developer, unless the Developer already shall have paid the fee for such unit to the council, in which event, the transferee shall reimburse the Developer for the fee. If any money remains in the working capital fund six (6) months after the first annual meeting of the council of unit owners, the board of directors shall, at an open meeting held in accordance with the applicable requirements, if any, of the Condominium Act, determine how to use (i) the unexpended balance of the working capital fund, and (ii) any sums paid into the working capital fund in the future with respect to units not theretofore sold by the Developer. At no time shall any portion of the working capital fund be used to pay the Developer's (A) expenses, (B) reserve contributions, or (C) construction costs, and prior to the first annual meeting of the council of unit owners, no portion of the working capital fund shall be used to make up any budget deficit of the council of unit owners.

(c) The repair and replacement reserve fund shall be used for the painting, repair and replacement of the common elements for which the council of unit owners is responsible, provided, however, that such reserve may be used for such other purposes as are approved (i) by unit owners having at least sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the votes appurtenant to all units, and (ii) by a majority vote of the eligible mortgagees (as such term is defined in Article I of the Declaration) provided that each such eligible mortgagee shall have the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages.

(d) All funds assessed for payment into, or otherwise credited to, the working capital fund or any reserve fund shall be deemed contributions to the capital of the association made or to be made by the unit owners, and same



shall be shown on the balance sheet and other financial records of the council of unit owners as "paid-in-surplus", or its equivalent, to the end and intent that none of the reserve funds received or retained by the association shall be considered as income for tax purposes.

Section 3. Additional Assessments. If the board of directors at any time determines that the common expenses assessed under the provisions of Section 1, or the reserve funds established and maintained under Section 2, of this Article IX, are inadequate, or that additional funds are otherwise required for the operation and maintenance of the condominium, it may, subject to the applicable requirements, if any, of the Condominium Act, assess such further sums, as common expenses, as it deems necessary, and levy the same against each unit owner in accordance with his percentage interest factor.

Section 4. Payment of Common Expenses. Each unit owner shall be obligated to pay to the board of directors, or its designee, the common expenses levied against him by the board of directors under the provisions of Section 1 or Section 3 of this Article IX, or otherwise, as follows:

(a) Each annual assessment levied under the provisions of Section 1 of this Article IX shall be paid in twelve (12) equal successive monthly installments, each installment to be equal to one-twelfth (1/12) of the annual assessment, commencing 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 board of directors shall determine, (ii) the first annual assessment shall not begin to accrue until the first day of the first fiscal year, and (iii) no annual assessment shall begin to accrue with respect to units in any subsequent stage until the date said subsequent stage is added to the condominium, and the first monthly installment payable with respect to each unit in said subsequent stage shall be prorated to said date; and further provided, however, that upon default in the payment of any installment of an annual assessment on its due date, the entire unpaid principal balance thereof may, at the option of the board of directors, be accelerated, subject to the procedural requirements, if any, imposed by law, so that said entire assessment shall forthwith be due and payable.

(b) Any additional assessment levied under the provisions of Section 3 of this Article IX, or otherwise, shall be due and payable fifteen (15) days after the date of levy of such assessment and notice thereof to the unit owners, or at such other time or times as may be provided by the board of directors in making the assessment, and further provided that if such assessment is payable in installments, then upon default in the payment of any such installment on its due date, the entire unpaid principal balance thereof may, at the option of the board of directors, be accelerated, subject to the procedural requirements, if any, imposed by law, so that said entire assessment shall forthwith be due and payable.

Section 5. Other Charges and Fines.

(a) Any charge or fine imposed by the board of directors under subparagraph (d) of Section 2 of Article IV of these By-laws shall be due and

payable fifteen (15) days after the date of imposition and notice thereof to the unit owner or at such other time or times as may be provided by the board of directors in imposing the charge or fine, and such charge or fine shall be considered an assessment for the purposes of this Article IX and, to the extent permitted by law, shall be enforceable in accordance herewith.

(b) There shall be imposed on any delinquent assessment or installment, a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days.

Section 6. Assessment Lien.

(a) Any unpaid assessment levied against any unit owner under any of the provisions of this Article IX, together with interest thereon at the lesser of (i) eighteen percent (18%) per annum or (ii) the highest rate allowed by law, late charges, actual costs of collection, and reasonable attorney's fees, shall constitute a lien against the condominium unit of such unit owner, if a statement of condominium lien is recorded within two years after the date the assessment becomes due. Such lien shall be effective against the unit from and after the time a statement of condominium lien (setting forth the description of the unit, the name of the unit owner, and the amount and period for which due) is signed and verified by the President or Vice President of the council of unit owners, or by the manager, as the agent of such association, and recorded among the Land Records of Baltimore County. Such statement of condominium lien shall be sufficient for the purposes hereof, if same is in substantially the following form:

STATEMENT OF CONDOMINIUM LIEN

THIS IS TO CERTIFY that (insert name of unit owner, as same appears from Land Records of Baltimore County), owner of the unit known as (insert unit number and street address of the unit against which the lien is to be effected, as said unit number and street address are designated on the condominium plat), in Quail Creek Condominium, is indebted to the council of unit owners in the amount of (insert amount of all unpaid assessments levied against owner of unit involved) as of (insert month, day and year as of which sum due) for his proportionate share of common expenses of the council of unit owners for the period beginning on (insert date), and ending on (insert date), plus interest thereon at the rate of (insert the applicable interest rate), a late charge of (insert amount of late charges), costs of collection, and reasonable attorney's fees.

COUNCIL OF UNIT OWNERS OF QUAIL CREEK  
CONDOMINIUM

By: \_\_\_\_\_

Officer's Title (or Agent)  
Address  
Telephone Number

I hereby affirm under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Officer (or Agent)

(b) So long as the Maryland Contract Lien Act, as amended from time to time, or any successor statute providing a procedure for the creation of liens for condominium assessments, remains in effect, (i) the creation of such liens by the council of unit owners shall be governed by the Maryland Contract Lien Act or such successor statute, and (ii) the provisions of Paragraph (a) of this Section 6 shall have no effect.

Section 7. Collection of Common Expenses and Other Charges.

(a) If there be any default in payment of the common expenses, other charges or fines, in the manner and at the time or times provided therefor in Sections 4 and 5 of this Article IX, and same shall continue for a period of fifteen (15) days, the council of unit owners shall have the immediate right: (i) to institute suit for collection of the sum due, with interest thereon at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, accounting from the date of default; and (ii) to record a statement of (condominium) lien against the unit of the defaulting unit owner, and proceed forthwith, or at any time after recordation of the statement, to enforce the same through sale, foreclosure, or any other means permitted under the Condominium Act and the Maryland Contract Lien Act (or any successor statute), as applicable. By the acceptance of any title to, or ownership of, his condominium unit, the unit owner shall be deemed to have expressly: (i) authorized enforcement and foreclosure of the lien of the statement of (condominium) lien by the council of unit owners, in the same manner, and subject to the same requirements, as the foreclosure of mortgages on real property in this State, containing a power of sale or an assent to a decree, or both; (ii) assented to the passage of a decree for the sale of his condominium unit after the continuance of his default, following recordation of the statement of (condominium) lien; and (iii) covenanted, agreed and declared that, after the continuance of his default following recordation of the statement of (condominium) lien, R. Bruce Campbell, as agent for the council of unit owners, or any substituted natural person designated as the agent of the council of unit owners for such purpose by the recordation by the council of unit owners of a Deed of Appointment among the Land Records of Baltimore County, shall have the absolute power, right and privilege to sell

his condominium unit in accordance with the Public General Laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such Laws and Rules are from time to time amended and supplemented; provided, however, that no action may be brought to enforce the lien except after ten (10) days' written notice to the defaulting unit owner, given by certified or registered mail, return receipt requested, at the address of the unit owner shown on the roster or books of the council of unit owners.

(b) Upon any sale hereunder of a condominium unit of a defaulting unit owner, the proceeds shall be applied as follows: first, to the payment of expenses incident to such sale, including a commission to the party making the sale; second, to the payment of the cost of any painting, papering, redecorating, floor finishing, repair or replacement which the board of directors deemed necessary or advisable to render the unit marketable; third, to the payment of all claims of the board of directors or the council of unit owners against the defaulting unit owner, whether the same shall have matured or not; and fourth, the surplus, if any, to said defaulting unit owner, or to whomever may be entitled to the same. It is expressly understood that, at any such sale, the council of unit owners may be a purchaser of the condominium unit, free and clear of any right or equity of redemption of the defaulting unit owner, such right and equity being deemed expressly waived and released.

(c) The council of unit owners shall have the right both to institute suit for collection of the unpaid assessment and to enforce the lien of such assessment against the condominium unit of the defaulting unit owner, provided there be but one satisfaction of the claim. Further, the board of directors shall have the absolute right to suspend the voting rights of any defaulting unit owner at any meeting of the council of unit owners, following recordation of any statement of (condominium) lien against his unit, which suspension shall remain in full force and effect until the amount necessary to satisfy and release the lien has been paid.

Section 8. No Limitation of Remedies. The foregoing enumeration of the rights of the council of unit owners and board of directors is made in furtherance, and not in limitation of the rights and remedies conferred by law upon the council of unit owners, or the board of directors, to collect the common expenses or enforce any lien against the unit of a defaulting unit owner, and is not intended, by mention of any particular right or remedy, to limit or restrict the council of unit owners or the board, which shall have all powers and rights necessary or convenient for collection of the common expenses.

#### ARTICLE X

##### BOOKS AND RECORDS

The board of directors shall keep the books of the council of unit owners, with detailed accounts in chronological order, noting all receipts and expenditures affecting the property and its administration, and specifying the maintenance and repair expenses of the common elements and any other expenses incurred. A separate account shall be maintained for each condominium unit,

showing the amount of each assessment of common expenses against such unit, the date or dates same may be due, the amount paid thereon, and the unpaid balance thereof. Upon any sale or other transfer of a unit, the new unit owner or his agent shall provide to the council of unit owners, to the extent available, the name and forwarding address of the prior unit owner, the name and address of the new unit owner, the date of settlement, and the proportionate amounts of any outstanding condominium fees or assessments assumed by each of the parties to the transaction, and all such information shall be recorded in the assessment account which is maintained for such unit. The books, together with all bills, statements and vouchers accrediting the entries made thereupon, all other records kept by the board, and copies of the Declaration, condominium plat, By-Laws and rules and regulations, including all amendments thereto, shall be available for examination and copying by any unit owner and any holder, insurer or guarantor of a mortgage on any unit, and the duly authorized agents or attorneys of such unit owner, holder, insurer or guarantor, during normal business hours, and after reasonable notice. All books and records of the council of unit owners shall be kept in accordance with good accounting practices, on a consistent basis, and an outside audit shall be made at least once a year. The cost of such audit shall be a common expense. A written report summarizing all receipts and expenditures of the council of unit owners shall be rendered semi-annually by the board of directors to the unit owners. Promptly after the close of each fiscal year, an annual report of the receipts and expenditures of the council of unit owners, certified by an independent accountant, shall be rendered by the board of directors free of charge to each unit owner, and to any holder, insurer or guarantor of a mortgage on any unit within a reasonable time after receipt of a written request therefor from such holder, insurer or guarantor. In addition to keeping the foregoing financial books and records, the board of directors (a) shall keep detailed records of its actions, minutes of its meetings and minutes of meetings of the council of unit owners, and (b) shall comply with the registration requirements imposed upon the council of unit owners by Subsection 11-119(d) (or any successor provision) of the Condominium Act.

## ARTICLE XI

### INSURANCE

Section 1. Protective Policies. Except to the extent that the Condominium Act requires otherwise, the board of directors shall procure and maintain, in the name of the council of unit owners, or the name of the manager or other designee, as agent or trustee for the benefit of the unit owners and the council of unit owners, who shall be deemed the parties insured, policies of insurance in stock insurance companies which are (i) licensed to do business in the State of Maryland and (ii) are customarily acceptable to mortgage lenders in the Baltimore metropolitan area, to the extent reasonably obtainable, as follows:

(a) A blanket property policy covering (i) all common elements, except land, foundations, excavations and other items normally excluded from coverage, (ii) all structural components (including, but not limited to, walls, floors and ceilings) of the units, (iii) all appliances installed by

the Developer as standard equipment in or for each unit, such as the standard disposal, dishwasher, range, range hood and water heater, and replacements of like kind and quality, (iv) cabinets, carpets and other floor coverings installed by the Developer as standard cabinets and floor coverings in each unit, and replacements of like kind and quality, (v) interior paint and wallpaper applied by the Developer as standard wall finishing, and replacements of like kind and quality, and (vi) all building service equipment and supplies and other personal property belonging to the council of unit owners. Such policy shall not cover (i) any increase in the replacement cost of a unit or limited common element resulting from the installation by the Developer of an improvement or fixture not common to comparable units or limited common elements within the condominium, and (ii) any improvement, fixture or personal property made or attached to, or brought within, a unit or limited common element by a unit owner, the insurance for these items being the responsibility of the respective unit owners. The blanket policy shall insure against those risks of direct physical loss commonly insured against, including, without limitation, fire, lightning, hail, explosion, riot, civil commotion, aircraft, vehicle, falling object, smoke, malicious mischief, vandalism, and collapse through weight of snow, ice, sleet or rain water and other perils normally covered by the standard extended coverage endorsement, and shall be in an amount equal to one hundred percent (100%) of the current replacement cost of the insured property. If any insurable improvements within the condominium are located within an area in which the purchase of flood insurance is required as a condition for federal or federally related financial assistance, the board of directors shall also obtain blanket insurance against flood loss in an amount not less than the lesser of the maximum coverage available for the property under the National Flood Insurance Program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable common elements located in the flood hazard area. So long as Fannie Mae or the Federal Home Loan Mortgage Corporation (FHLMC) holds a mortgage on any unit in the condominium, each such blanket policy (i) shall include, to the extent required by such holder, an all-risk endorsement, an agreed amount endorsement, an inflation guard endorsement, a demolition cost endorsement, a contingent liability from operation of building laws endorsement, an increased cost of construction endorsement, a steam boiler and machinery coverage endorsement, and such other endorsements as such holder customarily requires, and (ii) shall comply with any other requirements (including, but not limited to, requirements as to deductible amounts) customarily imposed by such holder with respect to blanket property or flood insurance policies of condominium projects. In lieu of the foregoing insurance, the board of directors may procure and maintain such other insurance against loss, damage or destruction of the common elements and the condominium units as shall give substantially equal or greater protection to the unit owners and mortgagees, as their interests may appear.

(b) Such insurance as the board of directors may deem advisable with respect to the machinery, equipment and other fixtures and facilities forming part of any unit or common element, including boiler insurance, if required, on the heating and air-conditioning fixtures and facilities serving any unit or other improvement of the condominium.

(c) Such insurance as will protect the council of unit owners, and each unit owner, from claims under workmen's compensation acts and other employee benefit acts.

(d) Such insurance as will protect the council of unit owners, the board of directors, officers of the association, the manager, and each unit owner, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to property, any or all of which may arise out of or result from ownership of any interest in the condominium or the management or operation of said condominium, or because of any injury or damage sustained on or attributable to the property, including the ownership, maintenance or use of parking areas, driveways, alleys and sidewalks, on or abutting the property. It is intended that the insurance described in this subparagraph be: officers' and directors' liability insurance; and a comprehensive general liability policy endorsed to protect each unit owner and the council of unit owners against all liability arising out of or otherwise attributable to the property, including operation of the premises and parking areas thereon, products liability, liability attributable to work or other acts of an independent contractor, or let or sublet work, landlord-tenant liability, contractual and all written contract liability, and, if applicable, employer's liability and comprehensive automobile liability. Further, the insurance shall cover the liability of one or more unit owners as parties insured to one or more of the remaining unit owners, though also parties insured. Such public liability insurance shall be in the amount of at least One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(e) In all events, each policy of insurance procured under this Section 1 of Article XI shall contain (i) all provisions required by law, (ii) a waiver of the insurer's subrogation rights against each unit owner, and (iii) a waiver of any defense maintainable by the insurer by reason of any coinsurance provision of any policy or by reason of any act or neglect of any unit owner, whether before or after the loss, damage or destruction may occur, and shall provide for the recognition of any insurance trust agreement to which the council of unit owners is a party. Certificates of insurance pertaining to each such policy shall be issued to the council of unit owners, and to each unit owner and mortgagee requesting the same. No such policy of insurance shall be cancelled or substantially modified until at least thirty (30) days after notice thereof has been mailed to the council of unit owners and each unit owner, and to each mortgagee to whom a certificate of insurance has been issued. Further, each policy of insurance shall provide that any unit owner in his own right may procure other insurance, fire, casualty, liability or otherwise, and that such other insurance shall in no wise serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer.

(f) The exclusive authority to adjust losses under each policy of insurance procured under subparagraphs (a) and (b) of this Section 1 shall be vested in the council of unit owners (which may delegate such authority to the board of directors), and each such policy shall so provide. The insurance proceeds for each loss shall be payable to any insurance trustee designated

for that purpose or otherwise to the council of unit owners, and not to any mortgagee. Each such policy shall contain a standard mortgagee clause, however, and the insurance trustee or the council of unit owners shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear.

(g) Each unit owner shall furnish such information and execute such application forms as may be required of him in order to procure and maintain any policies of insurance provided for by this Section 1 of Article XI. Additionally, each unit owner shall notify the board of any addition, alteration or improvement made in or to his unit, so that the board may procure other or additional insurance on account of same, at the expense of said unit owner, if deemed necessary or advisable by the board, in its reasonable discretion.

(h) The council of unit owners shall maintain and make available for inspection and copying by each unit owner and mortgagee, and the agents of each, and by the contract purchaser of each unit and anyone to whom such contract purchaser has applied for a loan secured by a mortgage on such unit, and the agents of each, all insurance policies maintained by the council of unit owners.

(i) Nothing provided in this Article XI shall prejudice the right of any unit owner to insure his condominium unit on his account and for his own benefit; or to insure himself against liability to others. If the unit owner, however, shall procure fire or other casualty insurance covering his condominium unit or his interest in the condominium, he shall file with the board of directors a duplicate of the insurance policy.

Section 2. Disbursement of Insurance Proceeds. The proceeds of any fire or casualty insurance policy procured under subparagraphs (a) or (b) of Section 1 of this Article XI shall be applied or disbursed in the following manner, except to the extent that the Condominium Act requires otherwise:

(a) Any portion of the condominium damaged or destroyed shall, to the extent covered by said blanket policy, be repaired or replaced promptly by the council of unit owners substantially in accordance with the architectural, mechanical and other drawings described in Paragraph (c) of Article I of the Declaration, unless:

- (i) The condominium regime is terminated;
- (ii) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (iii) Unit owners having at least eighty percent (80%) of the total number of votes appurtenant to all units, including the owner of each unit which will not be rebuilt and each unit owner having the right to use any 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.



(c) Unless the condominium regime is terminated, if any portion of the condominium which is damaged or destroyed is not repaired or replaced, the insurance proceeds attributable to the portion which is not rebuilt shall be disbursed as follows:

(i) The insurance proceeds attributable to the damaged or destroyed general common elements which are not rebuilt shall be used to restore the damaged or destroyed portion of the condominium which is not rebuilt to a condition compatible with the remainder of the condominium;

(ii) The insurance proceeds attributable to the damaged or destroyed units and limited common elements which are not rebuilt shall be distributed to the owners of those units and to the unit owners having the right to use those limited common elements; and

(iii) The remainder of the proceeds shall be distributed to all the unit owners in proportion to their respective percentage interests in the common elements.

Each unit owner's share of the insurance proceeds shall thereafter 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.

(d) If the condominium regime is terminated following a fire or other casualty, 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 divided among the unit owners in the manner provided in Article X of the Declaration.

## ARTICLE XII

### MAINTENANCE OF THE PROPERTY

Section 1. Common Elements. Except to the extent otherwise provided in this Section 1 and in Sections 2 and 3 of this Article XII, or in any amendment to the Declaration providing for the cleaning, maintenance, repair and/or replacement of the common elements added to the condominium as part of a subsequent stage, the council of unit owners shall at all times be responsible for the cleaning, maintenance, repair and replacement of the common elements, and the cost thereof shall be assessed against the owners of all units as a common expense. The cleaning of a common element includes, among other things, keeping the same free and clear of litter, debris, sand, snow, ice and any accumulation of water. The board of directors may make any addition, alteration or improvement in or to the common elements, provided that fifteen (15) days notice of intent to make the same is furnished to each unit owner, and provided further that no such addition, alteration or improvement costing more than Fifteen Thousand Dollars (\$15,000.00) shall be made until such action has been approved by a majority vote of the unit owners. The cost of any such addition, alteration or improvement shall constitute a common expense. For the purposes of this Section 1, the portion

of each forty-(40) foot wide right-of-way running through the condominium which is not located within the twenty-four (24) foot wide driving lane which Baltimore County (or prior to the dedication of such right-of-way to Baltimore County, the Developer) is responsible for cleaning, maintaining, repairing and replacing shall be deemed a common element which the council of unit owners is responsible for cleaning, maintaining, repairing and replacing.

**Section 2. Limited Common Elements.** Except as provided in Section 4 of this Article XII, the owner of each unit shall be responsible, at his own expense, for the cleaning, maintenance, repair and replacement of (a) the windows and doors (except as hereinafter provided) furnishing access between his unit and the common elements, including the casings, seals, glass and screens of such windows and doors, (b) the prefabricated skylight, if any, appurtenant to his unit, including the casings, seals and plastic dome of such skylight, (c) the fireplace, if any, appurtenant to his unit, and (d) the portion of the chimney flue (serving such fireplace) which is located within his unit; and he shall also be responsible, at his own expense, for the cleaning of (x) the portion of such chimney flue, if any, which is not located with his unit, (y) the patio or balcony, if any, adjacent to his unit, and the exterior light fixture and electrical outlet, if any, serving said patio or balcony, and (z) the exterior storage closet (including both sides of the storage closet door), if any, appurtenant to his unit, and the light fixture, if any, located within said storage closet; and he shall also be responsible, at his own expense, for replacing the light bulb in the light fixture serving such patio, balcony or storage closet. Notwithstanding the foregoing, the council of unit owners shall be responsible for painting (a) the exterior side of the door furnishing access between each unit and the interior (common element) hallway of the building in which such unit is located, and (b) the exterior side of the door enclosing each exterior storage closet. If any unit owner defaults in the performance of any of his obligations under this Section 2, then the board of directors may, but is in no manner required to, remedy such default, in which event the unit owner responsible therefor shall pay the cost thereof to the board promptly upon demand.

**Section 3. Units.** Except as provided in Section 4 of this Article XII, each unit owner shall be responsible, at his own expense, for the cleaning, maintenance, repair and replacement of his unit. Additionally, to prevent freezing of any water in any pipe, plumbing fixture or other facility in the condominium, each unit owner, at his own expense, shall maintain the temperature inside his unit at not less than 40° dry bulb throughout each calendar year. Further, each unit owner shall be responsible for all damage caused to the common elements or to any other unit by reason of (a) his failure to properly perform any of his obligations under Sections 2 and 3 of this Article XII, or (b) any negligence on the part of, or willful act by, such unit owner or his tenants or the family, guests, agents or employees of either.

**Section 4. Restoration Covered By Insurance.** In the event that any damage to, or destruction of, a unit or common element is covered by the blanket property insurance policy held by the council of unit owners, the council of unit owners shall be responsible for the repair and replacement of the damaged or destroyed property pursuant to Section 2 of Article XI hereof.

Section 5. Additions, Alterations, Improvements and Decorations.

(a) Except as otherwise provided in Article IX of the Declaration, or in subsection (b) of this Section 5, no unit owner, except the Developer, shall make (i) any structural addition, alteration or improvement to his unit or to any limited common element which he has the right to use, or (ii) any non-structural addition, alteration, improvement or decoration to or of any limited common element which he has the right to use, including, without limitation, the addition of any awning or screen to any window, patio or balcony, 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 board of directors, which shall have the right to refuse for good cause to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons, provided, however, that if the board of directors fails to deny said request within sixty (60) days after receipt of two complete sets of plans and specifications, such request shall be deemed approved. The board of directors may delegate its authority under this subsection (a) to an architectural committee appointed by the board of directors.

(b) The board of directors may adopt reasonable rules and regulations pursuant to Article XV hereof establishing general standards for the making of one or more types of non-structural additions, alterations, improvements or decorations to or of the limited common elements and 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 board of directors and without written approval by the board of directors of said plans and specifications.

Section 6. Water and Electricity. Water is furnished to all condominium units and the common elements through one or more meters held by the unit owners in common, and the board of directors shall promptly pay, as a common expense, all charges for such water. Electricity is furnished to the general common elements through a separate meter or meters designed for the property held in common, and the board of directors shall pay, as a common expense, the cost of all electricity furnished through said meter or meters. However, electricity is furnished to the condominium units (and to certain limited common elements appurtenant to each unit) through separate meters, and each unit owner shall promptly pay for all electricity furnished through a separate meter to his unit and to the limited common elements appurtenant thereto.

ARTICLE XIII

PARKING

All parking spaces located within the condominium shall be for the use of all unit owners, in common. The use of all parking spaces shall be

subject to reasonable rules and regulations adopted by the board for maintenance and operation of the parking spaces. All provisions of this Article XIII shall be subject to the rights of the Developer set forth in Articles I, VIII and IX of the Declaration.

#### ARTICLE XIV

##### RULES AND REGULATIONS

For the purpose of creating and maintaining a uniform scheme of development and operation of the condominium project for the benefit of each unit owner, his respective personal representatives, heirs, successors and assigns, the common elements and each condominium unit shall be held subject to the following rules and regulations:

Section 1. Land Use. The common elements and each condominium unit located on the property shall be used, occupied and maintained for residential purposes only, except as provided in Article IX of the Declaration.

Section 2. Signs. No advertisement, poster, sign or other informational material may be displayed upon any general or limited common element, except as authorized by the council of unit owners or as permitted by Article IX of the Declaration.

Section 3. Parking. No car, motorcycle, motor scooter, motorbike, moped or other motor vehicle or bicycle shall be parked or stored on or in any general or limited common element, except for the parking spaces and/or storage areas provided for such purpose. Except as otherwise provided in Article IX of the Declaration, no camper, boat, trailer or commercial vehicle shall be parked or stored on any parking area or other general or limited common element. No motor vehicle shall be washed, rinsed, waxed or repaired on the property.

Section 4. Nuisance. All unit owners, tenants and other 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 upon the property, nor shall anything be done upon the property which may be or become (a) 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 (b) a nuisance or annoyance to the unit owners or neighborhood. 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 expense of the unit owner or unit owners whose unit or units are the subject of such violation.

Section 5. Noise. No noise, disturbing to the unit owners, shall at any time be made upon the property, 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.

.....Section 6. Fire. Nothing shall be kept in any condominium unit or limited common element which may in any way increase the rate of fire insurance on the property beyond the rate established therefor when and as used for the purposes permitted under the Declaration and 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 gasoline or other highly inflammable material or substance shall be kept in any condominium unit or limited common element.

Section 7. Animals. No animals of any kind shall be raised, bred or kept upon the property, except that each unit owner may raise, breed or keep not more than two (2) household pets, including dogs, cats and birds, and an unlimited number of fish, provided that no such household pet or fish shall weigh more than twenty (20) pounds, no such household pet or fish shall be raised, bred or kept for commercial purposes, and no such household pet or fish shall be retained after notice from the board of directors to remove it from the property for a reasonable cause, stated in the notice. All unit owners raising, breeding or keeping household pets and/or fish shall comply with all applicable laws pertaining to the raising, breeding and keeping of such household pets and fish.

Section 8. Halls, Stairways, Walkways and Parking Areas. The common halls, stairways, walkways and parking areas shall be used for ingress and egress only, and children shall not 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 halls, or on the stairways, walkways or parking areas. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play, or similar purposes. No grill or other cooking apparatus shall be operated on any patio or balcony.

Section 9. 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 condominium units and limited common elements, and except additional electric outlets which may be installed with the consent of the board of directors. 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.

Section 10. Vermin, Insects or Other Pests. No vermin, insects, or other pests shall be allowed to remain in any condominium 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 board of directors, its agents, servants, employees and contractors may enter any unit or limited common element at any reasonable hour of the day, after reasonable notice, 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.

Section 11. 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.

Section 12. Articles Hung from Property. Neither clothing, curtains, rugs, towels, or other articles shall be shaken from or on the windows, doors, patios, balconies, or general common elements, nor shall anything be placed on or hung from outside window, door, patio or balcony sills, ledges, or railings, or thrown from windows, doors, patios, balconies or the general common elements.

#### ARTICLE XV

##### ADOPTION OF RULES AND REGULATIONS BY THE BOARD OF DIRECTORS

Section 1. Authorization. Subject to the provisions of this Article XV and to the applicable requirements, if any, of the Condominium Act, the council of unit owners, acting through the board of directors to the extent permitted by the Condominium Act, may adopt reasonable rules and regulations for the care and preservation of the common elements, the comfort, health, safety and general welfare of the unit owners, and the efficient operation of the condominium project, including, without limitation, rules and regulations applicable to deliveries by or to the unit owners, the moving of furniture or furnishings into or out of condominium units, the maintenance and operation of the parking spaces, and any entry by a unit owner into the joist or truss space above the ceiling of his unit to clean, maintain, repair and/or replace any HVAC facilities which are part of his unit. All rules and regulations adopted pursuant hereto shall supplement the rules and regulations set forth in the By-laws, but in the event of any conflict between the two, the rules and regulations set forth in the By-laws shall take precedence over the rules and regulations adopted pursuant hereto.

Section 2. Notice of Meeting. At least fifteen (15) days prior to any regular or special meeting of the board of directors at which it is contemplated that a proposed rule or regulation will be voted upon, written notice of such meeting shall be given to each unit owner. Such notice shall include (a) the date, time, location and subject of the meeting, (b) a copy of the proposed rule or regulation, (c) notice that unit owners are permitted to submit written comments on the proposed rule or regulation to the Secretary of the council of unit owners (who shall deliver all such written comments to the board of directors at or prior to the meeting of the board of directors at which the proposed rule or regulation is to be voted upon), and (d) notice of the proposed effective date of the proposed rule or regulation.

Section 3. Voting. A quorum of directors shall be present at such meeting, which shall be open to all unit owners and tenants. After all unit owners and tenants attending such meeting have had the opportunity to comment on the proposed rule or regulation and any modification thereof which is proposed at such meeting, the board of directors may, by the vote of majority of the directors present and voting, adopt the proposed rule or regulation or

any such proposed modification thereof. On the request of any director, the yeas and nays shall be taken and entered on the minutes.

Section 4. Modification or Repeal. Any rule or regulation adopted by the board of directors pursuant to the procedure set forth in this Article XV may be modified or repealed by the board of directors pursuant to the same procedure.

Section 5. Compliance with Condominium Act. Any rule or regulation adopted, modified or repealed by the board of directors pursuant to this Article XV shall state that said rule or regulation was adopted, modified or repealed, as applicable, under the provisions of Section 11-111 (or any successor section) of the Condominium Act.

Section 6. Effective Date. The board of directors shall determine the effective date of the adoption, modification or repeal of any such rule or regulation (which effective date may differ from the proposed effective date set forth in the notice given to the unit owners pursuant to Section 2 above), provided that no such adoption, modification or repeal shall become effective until at least five (5) days after written notice of such adoption, modification or repeal, including a copy of such rule or regulation and disclosure of such effective date, has been mailed or personally delivered to each unit owner or placed at a location (on the general common elements) previously designated by the board of directors (by written notice to the unit owners) for the communication of such rules and regulations.

Section 7. Right of Disapproval. Any rule or regulation adopted, modified or repealed by the board of directors pursuant to this Article XV shall be subject to any right of disapproval specifically provided to the council of unit owners by the Condominium Act with respect to rules or regulations adopted, modified or repealed by a board of directors.

## ARTICLE XVI

### DISPUTE RESOLUTION

Section 1. Arbitration. If there be any dispute concerning rules and regulations or any other matter related to the condominium, between the council of unit owners, the board of directors or manager of the condominium, on the one part, and any unit owner, tenant or other occupant of a unit, on the other part, same 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 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 seven (7) 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 five (5) days after the designation of the second arbitrator, the two 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 arbitrators fail to agree within five (5) 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 Baltimore 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 XVI, the provisions of this Article XVI 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.

**Section 2. Failure to Comply.** If either party 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 3. Enforcement.** All of the rules and regulations set forth in Article XIV of these By-laws or adopted by the board of directors pursuant to Article XV of these By-laws shall be held and construed to run with and bind the common elements and all condominium units located on the property, and all unit owners, tenants and other occupants 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 rules and regulations shall inure to the benefit of and be enforceable by the Developer, council of unit owners, board of directors or manager in accordance with the procedure set forth in Sections 1 and 2 of this Article XVI 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, tenant or other occupant of a unit, the Developer, council of unit owners, board of directors or manager may enforce such rule or regulation in accordance with the procedure set forth in Section 2 of this Article XVI without resort to the procedure set forth in Section 1 of this Article XVI. Furthermore, and in any event, the board of directors, 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 correct the same within a reasonable time thereafter, shall have the right to enter said condominium 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.



Section 4. Sole Procedure. The procedure set forth in this Article XVI shall be used in lieu of any dispute settlement mechanism now or hereafter set forth in the Condominium Act.

## ARTICLE XVII

### MORTGAGES

Section 1. Notice to Board of Directors. Each unit owner who conveys his unit by way of any mortgage shall give written notice thereof to the board of directors, setting forth the name and address of his mortgagee and submitting a conformed copy of his mortgage and the note secured thereby, if any. The board of directors shall maintain all such mortgage information in a book or other record designated "Mortgage Book". The board of directors shall also include in the Mortgage Book the name and address of any holder, insurer or guarantor of a mortgage who furnishes to the council of unit owners a written notice stating the name and address of such holder, insurer or guarantor and the unit number or address of the unit subjected to the mortgage of such holder, insurer or guarantor (the "mortgaged unit").

Section 2. Notice and Information to Mortgagees.

(a) The board of directors shall furnish to each mortgage holder, insurer and guarantor of record in its "Mortgage Book" timely written notice of: (i) any condemnation loss or casualty loss which affects a material portion of the condominium or which affects the mortgaged unit; (ii) any delinquency in the payment of assessments or charges owed by the owner of the mortgaged unit, where such delinquency has continued for a period of sixty (60) days; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the council of unit owners; (iv) 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 (v) the giving of any default or violation notice by the council of unit owners to the owner of the mortgaged unit.

(b) Upon the specific written request of the holder, insurer or guarantor of any mortgage, the board of directors shall promptly furnish to said holder, insurer or guarantor any information to which the owner of the mortgaged unit may be entitled, including, without limitation, information as to the status of (i) any assessment, (ii) the performance of any obligation imposed under the condominium documents, and (iii) any default or violation of any kind or nature which may exist or be outstanding on the part of the owner of the mortgaged unit.

## ARTICLE XVIII

### RESIDENT AGENT

Section 1. Name and Address. The name and post office address of the Resident Agent in this State for the condominium is R. Bruce Campbell,

C.P.M., c/o Wallace H. Campbell & Company, Inc., 1701 Meridene Drive, Baltimore, Maryland 21239. Said resident agent is a citizen of the State of Maryland and actually resides therein.

Section 2. Filing of Notice. The name and address of the Resident Agent of the condominium shall be filed with the Department of Assessments and Taxation of the State of Maryland. Said agent or address may be changed from time to time by the council of unit owners, or the board of directors, in the same manner and to the same extent as names and addresses of resident agents may be changed by Corporations of this State.

## ARTICLE XIX

### GENERAL PROVISIONS

Section 1. Notice. All notices required or permitted to be given under the Declaration or these By-laws shall be deemed to be properly served if sent by registered or certified mail: to the Board of Directors, at the mailing address of the council of unit owners as provided in Section 3 of Article I hereof; to each unit owner, at his unit or at such other address as may be specified therefor on the roster or books of the condominium; and to the mortgagee of any unit owner at the address thereof furnished to the board of directors and recorded in its "Mortgage Book", but any unit owner or mortgagee may, at any time, by written notice to the board of directors, stipulate a different address.

Section 2. Waiver. The failure of the council of unit owners, or any unit owner, or the board of directors, or the manager, in any one or more instances, to enforce or otherwise insist upon the strict performance of any restriction, condition, obligation or provision of these By-laws, 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.

Section 3. Captions. Captions are inserted in these By-laws as a matter of convenience and to facilitate reference to the provisions hereof. Said captions are not intended to define, describe or limit the scope of these By-laws, or any term, condition, or provision hereof, and shall have no effect whatsoever in resolving any construction or interpretation of the By-laws.

Section 4. Amendment of By-laws. These By-laws may be amended at any annual meeting of the council of unit owners, the notice of which meeting need not mention the proposed amendment, or at any special meeting thereof, the notice of which shall set forth the terms of the proposed amendment, by the affirmative vote of the unit owners having sixty-six and two-thirds percent (66-2/3%) or more of the votes appurtenant to all units, provided that all "eligible mortgagees" (as such term is defined in Article I of the Declaration) shall be given written notice of such amendment prior to the recordation thereof, and further provided that any amendment to the By-laws involving a "material change" (as such term is defined in Paragraph (a) of

Article X of the Declaration) shall also require the affirmative vote of a majority 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. Each particular required in the By-laws by the Condominium Act shall be set forth in the By-laws as so amended. No amendment to the By-laws shall take effect unless evidenced by an appropriate written instrument or instruments, which shall be (a) signed by the President or Vice President of the council of unit owners, (b) accompanied by a certificate of the Secretary of said council of unit owners, stating (i) that such amendment to the By-laws was approved by unit owners having at least sixty-six and two-thirds percent (66-2/3%) of the votes appurtenant to all units, (ii) that all eligible mortgagees were properly notified of such amendment, and (iii) that, if required pursuant to Paragraph (a) of Article X of the Declaration, such amendment was approved by a majority of the eligible mortgagees, each such eligible mortgagee having the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages, and (c) recorded among the Land Records of Baltimore County. The certificate of the Secretary as to the approval of said amendment by the unit owners, as to the giving of notice of said amendment to the eligible mortgagees, and as to the approval, if any, of said amendment by the eligible mortgagees, shall be conclusive evidence of all such approvals and notifications.

Section 5. Severability. If any term, condition, restriction or provision of these By-laws 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 these By-laws, 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 these By-laws shall be valid and be enforced to the fullest extent permitted by law.

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

ATTEST:

QUAIL CREEK, INC.

Samuel M. T. was  
Secretary

By: [Signature]  
President

REVIEWED FOR BALTIMORE COUNTY  
REQUIREMENTS  
4/1/88  
ASSISTANT COUNTY SOLICITOR

STATE OF MARYLAND, , TO WIT:

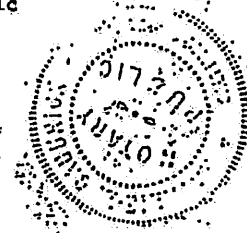
I HEREBY CERTIFY, that on this 9th day of April, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT E MEYERHAF President of Quail Creek, Inc., a Maryland body corporate, and he acknowledged the establishment of the foregoing By-laws to be the act and deed of said corporation.

AS WITNESS my hand and notarial seal

Natalie Z. Guberek  
Notary Public

My Commission expires:

7-1-90



REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS  
William A. Jensen  
ASSISTANT COUNTY SOLICITOR 4/11/88

PLEASE RETURN TO:  
BAY STATE TITLE COMPANY  
1 EAST REDWOOD STREET  
SUITE 401  
BALTIMORE, MD. 21202  
301 - 539-5878

QUAIL CREEK CONDOMINIUM  
FIRST AMENDMENT TO BY-LAWS

THIS AMENDMENT TO BY-LAWS (hereinafter referred to as "This First Amendment") made this 28th day of January, 1993, by the Council of Unit Owners of Quail Creek Condominium (hereinafter referred to as "the Council").

WITNESSETH, WHEREAS, Article XIX, Section 4 of the Council's By-Laws dated April 7, 1988, which By-Laws are recorded among the Land Records of Baltimore County in Liber 7843 at Page 100 et seq. (hereinafter referred to as "the By-Laws") provides that:

These By-laws may be amended at any annual meeting of the council of unit owners, the notice of which meeting need not mention the proposed amendment, or at any special meeting thereof, the notice of which shall set forth the terms of the proposed amendment, by the affirmative vote of the unit owners having sixty-six and two-thirds percent (66-2/3%) or more of the votes appurtenant to all units, provided that "all eligible mortgagees" (as such term is defined in Article I of the Declaration) shall be given written notice of such amendment prior to the recordation thereof, and further provided that any amendment to the By-laws involving a "material change" as such term is defined in Paragraph (a) of Article X of the Declaration) shall also require the affirmative vote of a majority 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. Each particular required in the By-laws of the Condominium Act shall be set forth in the By-laws as so amended. No amendment to the By-laws shall take effect unless evidenced by an appropriate written instrument or instruments, which shall be (a) signed by the President or Vice President of the council of unit owners, (b) accompanied by a certificate of the Secretary of said council of unit owners, stating (i) that such amendment to the By-laws was approved by unit owners having at least sixty-six and two-thirds percent (66-2/3%) of the votes appurtenant to all units, (ii) that all eligible mortgagees were properly notified of such amendment, and (iii) that, if required pursuant to Paragraph (a) of Article X of the Declaration, such amendment was approved by a majority of the eligible mortgagees, each such eligible mortgagee having the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages, and (c) recorded among the Land Records of Baltimore County. The certificate of the Secretary as to the approval of said amendment by the unit owners as to the giving of notice of said amendment to the eligible mortgagees, and as to the approval, if any, of said amendment by the eligible mortgagees, shall be conclusive

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CC IMP 2.0  
AMEND  
SH CLERK 19.0  
#55275 C001 R02 T04  
04/02

evidence of all such approvals and notifications.

; and

WHEREAS, the Council's Board of Directors did propose to amend Article XIV, Section 3, Article XIV, Section 12 and Article XVI of the By-Laws; and

WHEREAS, this First Amendment was approved at an annual meeting of the Council held on January 28, 1993 in accordance with the requirements of Article XIX, Section 4 of the By-Laws and Section 11-111 of the Maryland Condominium Act; and

WHEREAS, all "eligible mortgagees" (as such term is defined in Article I of the Council's Declaration), if any, were given written notice of this First Amendment prior to the recordation thereof; and

WHEREAS, this First Amendment does not involve a "material change" (as such term is defined in Paragraph (a) of Article X of the Declaration) with each eligible mortgagee, if any, having been deemed to have judged all changes resulting from this First Amendment to be immaterial.

NOW, THEREFORE, the Council hereby amends the By-Laws as follows:

Article XIV, Section 3 is hereby amended to read as follows:

Section 3. Parking. No car, motorcycle, motor scooter, motorbike, moped or other motor vehicle or bicycle shall be parked or stored on or in any general or limited common element, except for the parking spaces and/or storage areas provided for such purposes. Notwithstanding the above and except as otherwise provided in Article IX of the Declaration, no camper, boat, trailer, commercial vehicle, inoperable motor vehicle or motor vehicle that does not display a valid registration shall be parked or stored on any parking area or other general or limited common element. Any vehicle parked or stored in violation of this Section may be towed at its owner's risk and expense. No motor vehicle shall be washed, rinsed, waxed or repaired on the property.

Article XIV, Section 12 is hereby amended to read as follows:

Section 12. Articles Hung from Property. Neither clothing, curtains, rugs, towels, or other articles shall be shaken from or on the windows, doors, patios, balconies or general common elements, nor shall anything be placed on or hung from outside windows, doors, patios or balcony sills, ledges, or railings, or

thrown from windows, doors, patios, balconies or the general common elements, except that (a) unit owners may hang a maximum of three (3) hanging plants from the ceiling rafters, side face boards and/or the outermost rafter of the of the patios/balconies between April 1 and October 31 of each year, (b) a decorative wreath may be hung on unit entrance doors, and (c) the council of unit owners, acting through the board of directors, may hang fresh evergreen wreaths on the entrance doors to the buildings during the months of December and January of each year.

Article XVI is hereby amended to read as follows:

DISPUTE RESOLUTION

Section 1. Enforcement. All of the rules and regulations set forth in Article XIV of these By-laws or adopted by the board of directors pursuant to Article XV of these By-laws shall be held and construed to run with and bind the common elements and all condominium units located on the property, and all unit owners, tenants and other occupants 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 rules and regulations shall inure to the benefit of and be enforceable by the Developer, council of unit owners, board of directors or manager against anyone violating or attempting to violate any of said rules and regulations. Furthermore, and in any event, the board of directors, 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 correct the same within a reasonable time thereafter, shall have the right to enter said condominium 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.

Section 2. Failure to Comply. In addition to, and not in lieu of, any other enforcement provision contained within this Declaration, should any unit owner, tenant, or other occupant of a unit violate the Declaration, these By-laws or the Council's rules and regulations, the Developer, council of unit owners, board of directors, manager or any unit owner may seek enforcement by appropriate judicial proceedings, either by an action at law for damages, or by a suit in equity to enforce a breach or violation, or to enforce performance. 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.

This First Amendment shall be effective only upon recordation among the Land Records of Baltimore County.

Except as amended herein, all other terms, covenants and conditions of the By-Laws shall remain in full force and effect.

In Witness Whereof, the Council of Unit Owners of Quail Creek Condominium, by and through its President, has caused this First Amendment to be executed on its behalf the day and year first above written.

ATTEST:

THE COUNCIL OF UNIT OWNERS OF QUAIL CREEK CONDOMINIUM

Mary Ferguson  
Mary Ferguson  
Secretary

By: Timothy Baublitz (SEAL)  
Timothy Baublitz  
President

CERTIFICATE OF SECRETARY

I HEREBY CERTIFY that on this 28th day of January, 1993, that I am the Secretary of the Council of Unit Owners of Quail Creek Condominium and that I was the person authorized to count votes at the meeting of the Council of Unit Owners at which the aforesaid First Amendment was approved. I further certify (i) that said First Amendment was approved by Unit Owners having at least sixty-six and two-thirds percent (66-2/3%) of the votes appurtenant to all units, (ii) that all eligible mortgagees, if any, were properly notified of such Amendment, and (iii) that, if required pursuant to Paragraph (a) of Article X of the Council's Declaration, such Amendment was approved by a majority of the eligible mortgagees, if any, each such eligible mortgagee having the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages.

Mary Ferguson (SEAL)  
Mary Ferguson  
Secretary

RETURN TO  
STUART SAOAL, ESQ.  
341 N. CALVERT ST.  
BALTO., MD.  
21202



QUAIL CREEK CONDOMINIUM

SECOND AMENDMENT TO BY-LAWS

THIS SECOND AMENDMENT TO BY-LAWS (hereinafter referred to as "This Second Amendment") made this 9th day of June, 1993, by the Council of Unit Owners of Quail Creek Condominium (hereinafter referred to as "the Council").

WITNESSETH, WHEREAS, Article XIX, Section 4 of the Council's By-Laws dated April 7, 1988, which By-Laws are recorded among the Land Records of Baltimore County in Liber 7843 at Page 100 at seq. (hereinafter referred to as "the By-Laws") provides that:

These By-laws may be amended at any annual meeting of the council of unit owners, the notice of which meeting need not mention the proposed amendment, or at any special meeting thereof, the notice of which shall set forth the terms of the proposed amendment, by the affirmative vote of the unit owners having sixty-six and two-thirds percent (66-2/3%) or more of the votes appurtenant to all units, provided that "all eligible mortgagees" (as such term is defined in Article I of the Declaration) shall be given written notice of such amendment prior to the recordation thereof, and further provided that any amendment to the By-laws involving a "material change" as such term is defined in Paragraph (a) of Article X of the Declaration) shall also require the affirmative vote of a majority 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. Each particular required in the By-laws of the Condominium Act shall be set forth in the By-laws as so amended. No amendment to the By-laws shall take effect unless evidenced by an appropriate written instrument or instruments, which shall be (a) signed by the President or Vice President of the council of unit owners, (b) accompanied by a certificate of the Secretary of said council of unit owners, stating (i) that such amendment to the By-laws was approved by unit owners having at least sixty-six and two-thirds percent (66-2/3%) of the votes appurtenant to all units, (ii) that all eligible mortgagees were properly notified of such amendment, and (iii) that, if required pursuant to Paragraph (a) of Article X of the Declaration, such amendment was approved by a majority of the eligible mortgagees, each such eligible mortgagee having the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages, and (c) recorded among the Land Records of Baltimore County. The certificate of the Secretary as to the approval of said amendment by the unit owners as to the giving of notice of said amendment to the eligible mortgagees, and as to the approval, if any, of said amendment by the eligible mortgagees, shall be conclusive

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JUN 15 1993

AGREEMENT  
NOT RECORDED  
EXCHANGED 11/14 2-28-93

evidence of all such approvals and notifications.

; and

WHEREAS, the By-Laws were previously amended by a First Amendment to By-Laws dated January 28, 1993 and recorded among the aforesaid Land Records in Liber 9688 at Page 417 et seq.; and

WHEREAS, the Council's Board of Directors did propose to amend Article XI of the By-Laws; and

WHEREAS, this Second Amendment was approved at a special meeting of the Council held on January 9, 1993 in accordance with the requirements of Article XIX, Section 4 of the By-Laws and Section 11-111 of the Maryland Condominium Act; and

WHEREAS, all "eligible mortgagees" (as such term is defined in Article I of the Council's Declaration), if any, were given written notice of this Second Amendment prior to the recordation thereof; and

WHEREAS, this Second Amendment does not involve a "material change" (as such term is defined in Paragraph (a) of Article X of the Declaration) with each eligible mortgagee, if any, having been deemed to have judged all changes resulting from this First Amendment to be immaterial.

NOW, THEREFORE, the Council hereby amends the By-Laws as follows:

Article III, Section 4 is hereby amended to read as follows:

Section 4. Quorum. Unless otherwise specifically provided in the Condominium Act, in the Declaration, or in these By-laws, the presence in person or by proxy of twenty-five percent (25%) of the unit owners shall be necessary and sufficient at any meeting of the council of unit owners to constitute a quorum for the election of directors, for the adoption of decisions, or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been completed. In the absence of a quorum (a) the unit owners who shall be present in person or by proxy at any meeting (or adjournment) may, by vote of a majority of such unit owners, adjourn the meeting from time to time, but not for a period of over thirty days at any one time, in accordance with the requirements of State law, including Section 5-206 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time, if applicable, and at any such adjourned meeting at which a quorum shall be present, any business may be transacted

which might have been transacted at the meeting as originally notified; or (b) a new meeting may be called pursuant to Section 3 of this Article III.

Article XI is hereby amended to add a Section 3 to read as follows:

Section 3. Insurance Deductible. If repair is required as a result of an insured loss, the amount of the deductible shall be treated as if it were an assessment and shall be paid by the person who would be responsible for such repair pursuant to Article XII, Sections 1, 2 and 3 hereof had there been no insurance. If the maintenance responsibility cannot be determined by the Board, or if the loss affects more than one unit or a unit and a common element, the cost of the deductible may be apportioned equitably by the Board among the parties suffering the loss.

This Second Amendment shall be effective only upon recordation among the Land Records of Baltimore County.

Except as amended herein, all other terms, covenants and conditions of the By-Laws, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Council of Unit Owners of Quail Creek Condominium, by and through its President, has caused this First Amendment to be executed on its behalf the day and year first above written.

ATTEST:

THE COUNCIL OF UNIT OWNERS OF QUAIL CREEK CONDOMINIUM

*Mary S Ferguson*  
MARY FERGUSON  
Secretary

By: *James Brinsfield* (SEAL)  
JAMES BRINSFIELD  
President

CERTIFICATE OF SECRETARY

I HEREBY CERTIFY that on this 9th day of June, 1993, that I am the Secretary of the Council of Unit Owners of Quail Creek Condominium and that I was the person authorized to count votes at the meeting of the Council of Unit Owners at which the aforesaid Second Amendment was approved. I further certify (i) that said Second Amendment was approved by Unit Owners having at least sixty-six and two-thirds percent (66-2/3%) of the votes appurtenant to all units, (ii) that all eligible mortgagees, if any, were properly notified of such Amendment, and (iii) that, if required pursuant

to Paragraph (a) of Article X of the Council's Declaration, such Amendment was approved by a majority of the eligible mortgagees, if any, each such eligible mortgagee having the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages.

*Mary B Ferguson* (SEAL)  
MARK FERGUSON  
Secretary

scholl\sls\condo\qual2nd.byl  
00/11/03\sls\scm]

MAIL TO: Stuart L. Segal, Esquire  
341 North Calvert Street  
Baltimore, Maryland 21202

**AMENDMENT TO THE BY-LAWS  
OF QUAIL CREEK CONDOMINIUM**

WHEREAS, Quail Creek Condominium is a duly created condominium by virtue of the recordation of its Declaration and By-Laws in the Land Records of Baltimore County, Liber 7843, Folio 056 *et seq.*; and

WHEREAS, pursuant to Article II, paragraph (t) of the By-Laws and Section 11-109(d)(21) of the Maryland Condominium Act (the "Act"), the council has the right and power to amend the Condominium's documents in order to promote and attain the purposes of the Condominium; and

WHEREAS, the Council has determined it is necessary to amend Article XI, Section 3 of the Second Amendment to the By-Laws with respect to the insurance deductible; and

WHEREAS, pursuant to Article XIX, Section 4 of the By-Laws, the By-Laws may be amended, at any annual meeting of the council of unit owners or at any special meeting thereof by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) or more of the votes of all unit owners, provided that all eligible mortgagees shall be given written notice of such amendment prior to the recordation thereof; and

WHEREAS, unit owners representing sixty-six and two-thirds percent (66-2/3%) or more of the votes of all unit owners present at a duly constituted meeting able to vote on the Amendment have approved this Amendment;

NOW THEREFORE, the By-Laws of Quail Creek Condominium are hereby amended as follows:

A. - Article XI, Section 3 shall be deleted in its entirety and replaced with the following provision:

Insurance Deductible. In the event of an insured loss to a unit or common element, under the Condominium's master casualty insurance policy, if the loss is caused by anything in a unit or for which the unit owner has the maintenance, repair or replacement responsibility, the owner of said unit shall bear the responsibility for all costs, including the insurance deductible, up to the amount of one thousand dollars (\$1,000.00) or such greater amount as may be permitted from time to time by the Act, without regard to the negligence of the unit owner or his or her tenant, guest or invitee. In the event there are contributing sources to the damage, all costs, including the payment of the insurance deductible, shall be apportioned as determined by the Board of Directors, in its sole discretion. The amount of the insurance deductible owed by a unit owner shall be charged as an Assessment and may be collected in the same manner as an Assessment in accordance with Section 11-110 of the Maryland Condominium Act. The amount of the insurance deductible which exceeds \$1,000.00, or such greater amount as may be permitted by the Act, is the responsibility of the Council and is a common expense. Further, if the loss originates from the common elements, the insurance deductible shall be paid by the council as a common expense.

If the amount of damage does not meet the deductible, no claim shall to be filed against the master casualty insurance policy.

IN WITNESS THEREOF, on this 21<sup>st</sup> day of FEBRUARY, 2001, the Council of Unit Owners on behalf of Quail Creek Condominium executed the foregoing Amendment to the By-Laws of Quail Creek Condominium.

# Quail Creek Condominium Association

Declaration / CC&Rs



 **PELICAN**  
PROPERTY MANAGEMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARANT'S RECORD 25.00  
SA CLEARS 0.00  
#S1508 CODE R02 113:02  
04/21/88

THIS DECLARATION is made this 7<sup>th</sup> day of April, 1988, by Quail Creek, Inc., a Maryland Corporation, hereinafter called "Declarant".

R E C I T A L S

Declarant owns in fee simple the hereinafter described Subject Property, situated in the Eighth Election District of Baltimore County, Maryland, and intends to develop a residential community on part or all of the Subject Property, which land may be incorporated into a condominium or condominiums in one or more stages.

Declarant desires to subject the Subject Property to the covenants, conditions and restrictions hereinafter set forth in order to protect and enhance the value, desirability and attractiveness of the Subject Property.

NOW, THEREFORE, THIS DECLARATION WITNESSETH, Declarant hereby subjects the Subject Property to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with the Subject Property and shall be binding on all parties having or acquiring any right, title or interest therein, or in any part thereof, and shall inure to the benefit of Declarant, its successors and assigns, the Owner and the Residents. However, Quail Creek, Inc. shall have no personal liability or responsibility for the performance of any covenant required to be performed hereunder after any grant, conveyance, transfer or other disposition of all of its right, title and interest in and to the Subject Property, but the liability and responsibility for performance of each covenant contained in this Declaration shall at all times rest only with the Owner of the Subject Property, determined as of the time any performance is required hereunder.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto.

1. "Flat" means and includes the plat entitled "Resubdivision of Plat 2 & Plat 3, Section 11 & Section 12, E.H.K., Jr. 53/129, 53/130, 53/131, Inclusive, Loveton Farms, Quail Creek", dated April 15, 1987, and recorded among the land records of Baltimore County in Plat Book S.M. No. 56, folio 134.
2. "Subject Property" means and includes the entire parcel or tract of land, containing 10.529 acres, more or less, shown on the Plat.
3. "Owner" means and includes the then record owner of the Subject Property, whether comprised of one or more entities or persons associated in said ownership, except as follows: the grantee named in any mortgage, deed of trust or other conveyance in the nature of a mortgage, the beneficiary, creditor or other party secured under any deed of trust and the heirs,

DATE 4-21-88  
ALBERT  
GENERAL TRANSFER TAX  
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TO TAX AND RECORD  
Quail Creek, Inc.  
11-28-88



personal representatives, successors and assigns of such grantee, beneficiary, creditor or other person, having any interest in the Subject Property as security for the payment of money or the performance of an obligation is not included or encompassed by the term "Owner".

4. "Residents" mean and include the resident occupants of any residential structure erected on the Subject Property.

## ARTICLE II

### ARCHITECTURAL CONTROLS AND RULES AND REGULATIONS PERTAINING TO THE SUBJECT PROPERTY

1. No building, fence, wall, sign, tank, pool, game facility, driveway, walkway, exterior lighting, or other structure of any kind shall be commenced, erected or placed upon the Subject Property, nor shall any addition thereto or change or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) be made until plans and specifications, in duplicate, showing the nature, kind, shape, height, colors, materials, locations and approximate cost of such building, fence, wall, sign, tank, pool, game facility, driveway, walkway, lighting, other structure, addition, change or alteration, shall have been submitted to and approved in writing by Declarant or its successor or authorized agent (said Declarant and its successor and authorized agent are hereinafter sometimes referred to as the "Monitor"), who shall have the absolute right to refuse to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons. In so passing upon such plans or specifications, the Monitor shall have the right to take into consideration the use and suitability of the proposed building, fence, wall, sign, tank, pool, game facility, driveway, walkway, lighting, other structure, addition, change or alteration, the location thereof, the materials of which it is to be built or made, and the color and design thereof, all with relation to the site upon which it is proposed to erect or keep the same, the degree of harmony created with respect to its surroundings and the effect on the outlook from any adjacent or neighboring property or dwelling. If the Monitor fails to approve or disapprove any building, fence, wall, sign, tank, pool, game facility, driveway, walkway, lighting or other structure, or any addition thereto, or change or alteration therein, within thirty (30) days after the plans and specifications therefor have been submitted to it, approval will be conclusively presumed.

2. Notwithstanding any provision of Paragraph 1 of this Article II to the contrary:

(a) All window treatments of all windows facing or visible from the exterior of any improvement shall be white in color.

(b) No exterior radio or television antenna (including, without limitation, any satellite dish) shall be placed anywhere upon the Subject Property or upon any improvement now or hereafter located upon the Subject Property.

(c) No umbrella shall be placed, either temporarily or permanently, on any patio or balcony of any improvement.

(d) No patio or balcony shall be enclosed, partially or totally, in any manner whatsoever.

(e) No awning shall be hung from or on the exterior of any improvement.

(f) No inoperative vehicle of any kind (other than construction vehicles of the Declarant) shall be parked or stored on any part of the Subject Property. For the purposes hereof, a vehicle shall be inoperative unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway.

ARTICLE III

MAINTENANCE OF THE LAND

1. All areas except that used for buildings, sidewalks and paved parking shall be planted by the Owner or its agent(s) with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.

2. Dirt and debris accumulating on private roads and parking lots shall be removed by the Owner or its agent(s) according to the following schedule: May through October, concurrent with grass mowing; November through April, monthly.

3. Snow removal shall be by mechanical means except in severe snow and ice conditions, when deicing compounds may be used.

4. Application of fertilizers, herbicides and pesticides shall not exceed recommendations of the University of Maryland Cooperative Extension Service.

5. Filling shall not occur in grassed or lined drainage ditches or swales.

ARTICLE IV

GENERAL PROVISIONS

1. Declarant, its successors or assigns, the Owner and the Residents shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by this Declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any part of these covenants, conditions and restrictions by judgment or court order shall not affect any other provisions of this Declaration, which shall remain in full force and effect.

3. Article II of this Declaration shall run with and bind the Subject Property until the expiration of seven (7) years from the date hereof. All other covenants, conditions and restrictions of this Declaration shall run with and bind the Subject Property in perpetuity, unless development or redevelopment thereof is permitted in accordance with applicable laws, ordinances, codes, zoning and policies of the State of Maryland and Baltimore County, and such development or redevelopment is permitted to take place without the covenants, conditions and restrictions stated herein.

4. This Declaration may be amended only by an instrument (a) executed by (i) the Declarant or its successor, and (ii) all Owners of the Subject Property, (b) approved by Baltimore County, Maryland, and (c) recorded among the Land Records of Baltimore County.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal on the day and year first above written.

ATTEST:

QUAIL CREEK, INC.

Samuel M. Truina  
Secretary

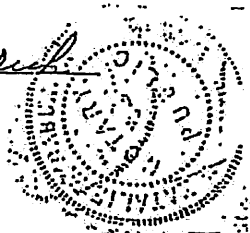
By: [Signature] (SEAL)  
President

STATE OF MARYLAND )  
County OF BALTIMORE ) to wit:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of April, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Robert E. Meyer, who acknowledged himself to be the President of Quail Creek, Inc., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Katharine Z. Bulward*  
Notary Public



My Commission expires:

7-1-90

REVIEWED FOR BALTIMORE COUNTY  
REQUIREMENTS  
*William D. Jensen* 4/11/88  
ASSISTANT COUNTY SOLICITOR

# Quail Creek Condominium Association

Declaration / CC&Rs - Amendment



 **PELICAN**  
PROPERTY MANAGEMENT

DECLARATION ESTABLISHING A  
CONDOMINIUM REGIME  
TO BE KNOWN AS  
QUAIL CREEK CONDOMINIUM

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04/21/88

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DECLARATION ESTABLISHING A CONDOMINIUM REGIME .  
TO BE KNOWN AS QUAIL CREEK CONDOMINIUM

THIS DECLARATION is made this 7<sup>th</sup> day of April, 1988, by  
QUAIL CREEK, INC., a Maryland corporation, hereinafter called "Developer".

WHEREAS, Developer holds the fee simple title to the land hereinafter described and desires to subject said land, together with the buildings and improvements erected thereon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, including the hereinafter described rights-of-ways, to a condominium regime, as provided for in the Condominium Act, and hereby to establish for the property, a condominium regime to be known as "QUAIL CREEK CONDOMINIUM".

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

ARTICLE I

DEFINITIONS

As used in this Declaration, and the By-laws annexed hereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication, the following terms shall have the meanings herein ascribed thereto. The terms herein defined are:

(a) Condominium Act. Condominium Act means and refers to Title 11 of the Real Property Article of the Annotated Code of Maryland, as heretofore and hereafter amended.

(b) Land.

(i) (A) Land means and includes all that parcel of ground, located in the Eighth Election District of Baltimore County, in the State of Maryland, and more particularly described in Exhibit A attached hereto, which parcel is herein called "Parcel 1".

(B) Parcel 1 is incorporated into this condominium regime subject to the right of the Developer to grant blanket and location specific easements upon, across, over, in, under and through the general common elements for the installation, operation, inspection, cleaning, repair and replacement of telephone, electric, gas, cable TV and other utility lines, mains, facilities and installations, all for the benefit of the remaining property of the Developer in the Quail Creek development area (as hereinafter defined), whether or not included within any subsequent stage.

(ii) The term "land" also means and includes each parcel of ground, if any, hereafter subjected to this condominium regime as provided in Article VIII hereof.

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State Department of  
Assessments & Taxation  
for Baltimore County

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

TRANSFER TAX NOT REQUIRED  
Director of Finance  
BALTIMORE COUNTY, MARYLAND  
Per *[Signature]*

**(c) Building**

(i) Building means and includes the two-story structure, with a basement, containing twelve condominium units, which is constructed on Parcel 1 in accordance with the architectural, mechanical and other drawings prepared by Menefee & Associates, Ltd., A.I.A. Architects, 2525 North Calvert Street, Baltimore, Maryland, entitled "Quail Creek Condominiums at Loveton Farms", dated August 19, 1987, as heretofore and hereafter amended by or on behalf of the Developer, and comprised of the following:

Architectural Plans: Sheet A-1 (Basement Plan), Sheet A-2 (Typical Plan), Sheet A-3 (Front Elevation), Sheet A-4 (Rear Elevation), Sheet A-5 (Right Side Elevation), Sheet A-6 (Cross Sections, Details), Sheet A-7 (Cross Section), Sheet A-8 (Cross Section), Sheet A-9 (Stair Section), Sheet A-10 (Details, Door & Window Schedule), Sheet A-11 (Fireplace Details), Sheet A-12 (1/8" Scale Floor Plans Bldg. Group #1), Sheet A-13 (1/8" Scale Elevations Bldg. Group #1), Sheet A-14 (1/8" Scale Terrace Floor Plan Bldg. Group #2), Sheet A-15 (1/8" Scale First Floor Plan Bldg. Group #2), Sheet A-16 (1/8" Scale Elevations Bldg. Group #2), Sheet A-17 (1/8" Scale Terrace Floor Plan Bldg. Group #3), Sheet A-18 (1/8" Scale First Floor Plan Bldg. Group #3), Sheet A-20 (1/8" Scale Terrace Floor Plan Bldg. Group #4 & 6), Sheet A-21 (1/8" Scale First Floor Plan Bldg. Group #4 & 6), Sheet A-22 (1/8" Scale Elevation Bldg. Group #4 & 6), Sheet A-23 (1/8" Scale Terrace Floor Plan Stairhall "A" Bldg. #5), Sheet A-24 (1/8" Scale Terrace Floor Plan Stairhall "B" Bldg. #5), Sheet A-25 (1/8" Scale First Floor Plan Stairhall "A" Bldg. #5), Sheet A-26 (1/8" Scale First Floor Plan Stairhall "A" Bldg. #5), Sheet A-27 (1/8" Scale Elevations Bldg. Group #5), Sheet A-28 (1/8" Scale Elevations Bldg. Group #3), Sheet A-29 (1/8" Scale Terrace Floor Plan Bldg. Group #7), Sheet A-30 (1/8" Scale Elevations Bldg. Group #7), and Sheet A-31 (1/8" Scale Elevations Bldg. Group #7); Structural Plans: Sheet S-1 (Framing Plan), Sheet S-2 (Details), Sheet S-3 (Details, and Sheet S-4 (General Notes); Mechanical Plans: Sheet M-1 (Basement Floor Plan - HVAC), Sheet M-2 (First Floor Plan - HVAC), and Sheet M-3 (Second Floor Plan - HVAC).

(ii) The aforesaid architectural, mechanical and other drawings for the building are filed, forever to be maintained, at the principal office of the condominium. Diagrammatic floor plans of the building, showing the dimensions, floor area and location of each unit in the building, are contained on the condominium plat.

(iii) The term "building" also means and includes each building, if any, hereafter subjected to the condominium regime as provided in Article VIII hereof.

(iv) Except with respect to any structural addition, alteration or improvement made by the Developer in conjunction with Paragraph (a), (c) and/or (d) of Article IX hereof, no unit owner or other person or entity may make any structural addition, alteration or improvement in or to any building after such building is completed by the Developer (as evidenced by the issuance of a certificate of occupancy) and is incorporated into the condominium, unless effected pursuant to (A) a revised or supplemental drawing, which shall be described in an amendment of this Paragraph (c), and (B) if appropriate, an amendment to the condominium plat.

(d) Property, Condominium, or Condominium Project. Property, condominium, or condominium project means and includes the land and building, 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 the following:

(i) Covenants, conditions and restrictions contained in a Declaration of Covenants, Conditions and Restrictions by the Developer dated \_\_\_\_\_, 19\_\_ and recorded among the Land Records of Baltimore County in Liber S.M. No. \_\_\_\_ folio \_\_\_\_, et seq., reserving to the Developer the right to approve the addition or alteration of any improvements to the ground shown on the hereinafter described subdivision plat, and governing the manner in which said ground is to be maintained.

(ii) Setbacks, easements, conditions and other matters shown on any of the plats mentioned in paragraph (b) of Article I of this Declaration or in Exhibit A attached hereto.

(iii) Rights of others in and to the use of Loveton Farms Road.

(iv) Rights of Baltimore County acquired pursuant to several Deeds and Agreements recorded among the Land Records of Baltimore County, Maryland, to lay, construct and maintain sewers, drains, water pipes and other municipal utilities in and through the land.

(v) Rights of Baltimore Gas and Electric Company acquired pursuant to several Right of Way Agreements recorded among the aforesaid Land Records to construct, operate and maintain underground electric, gas and communication lines in and through the land.

(e) Condominium Plat. Condominium plat means and includes the plat prepared by M & E Development Engineers, Inc., Land Surveyors, entitled "Quail Creek Condominium", dated \_\_\_\_\_, 19\_\_, recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. \_\_\_\_, folio \_\_\_\_, et seq., and comprised of the following two (2) sheets: Sheet 1 (Site Plan - Parcel 1 and Stages of Possible Development of Condominium), and Sheet 2 (Floor Plans - 14221 Dove Creek Way), as said condominium plat may, from time to time, be amended.

(f) Unit or Condominium Unit.

(i) With respect to Stage 1 of the condominium, unit or condominium unit means and includes the three dimensional area lying, vertically, (A) with respect to the ground floor units, between the top surface of the concrete slab under the floor and the top surface of the dry wall ceiling, and (B) with respect to the first floor units and second floor units, between the top surface of the plywood subfloor and the top surface of the dry wall ceiling, except that with respect to the prefabricated skylights serving the second floor units, the upper vertical boundary of the unit shall consist of the interior surface (unit side) of the plastic dome of each such skylight (to the end and intent that each such skylight shall be deemed a

common element); and horizontally, between the exterior surfaces (rear side) of the gypsum board on the exterior, partition or other walls enclosing the unit and separating or partitioning it from the exterior of the building in which it is located or from a common hallway, stairway or other common element or from some other unit, provided that where the unit is enclosed by a double layer of gypsum board, the horizontal boundary of the unit shall be the exterior surface (rear side) of the exterior layer of gypsum board (i.e., the layer farthest from the interior of the unit); saving and excepting from each unit, however, (A) all windows and doors furnishing access between the unit and the common elements, and (B) all bearing walls, columns and other facilities and installations located within the unit but designated common elements under the provisions of Paragraph (g) of this Article I. The dry wall ceilings referred to above are the dry wall ceilings abutting the truss assemblies of the floor or roof above the unit, not the drop ceilings located at various places within the unit. Each unit shall also include (A) the air conditioning system condenser (whether located within one of the exterior walls enclosing the utility room of the unit or outside the unit on the land adjacent to the building in which the unit is located or elsewhere) which serves the unit, (B) the ducts and vents serving any appliances located within the unit which are partially located within one of the exterior walls of the building, and (C) the ducts and other HVAC facilities which are located between the joists or trusses above the ceiling of the unit and are designed solely for the service of such unit.

(ii) The term "unit" or "condominium unit" also means and includes each portion of any subsequent stage that the Developer may designate as a unit in the Declaration amendment adding such subsequent stage to the condominium.

(g) Common Element(s).

(i) Common element(s) means and includes all the property, except the units. Said common elements include particularly, but not by way of limitation, the following: (A) the land, and all yards, lawns, gardens, plantings, walkways, and parking and driveway areas thereon or appurtenant thereto; (B) all foundations, pilings, columns, girders, beams, planks, slabs, roofs, partitions, supports, and other structural elements or improvements of the buildings, including all exterior walls and partition walls, all bearing walls and columns located within a unit, and all windows, doors and doorways furnishing access between a unit and the common elements, including the casings, seals, glass and screens of such windows and doors, and all prefabricated skylights, including the casings, seals and plastic domes of such skylights; (C) walkways, communication ways, stairs, stairways, and all entrances and exits to and from the buildings; (D) all central and appurtenant installations for utilities and services, including power, light, electricity, telephone, water, sewerage, ventilation, and plumbing, together with all pipes, lines, ducts, wires, cables, conduits, fixtures, facilities, equipment and installations used in connection with the foregoing, including those located within a condominium unit for the service of two or more units or for the service of a unit other than the one in which located; (E) an easement running between (a) the top surface of each drop ceiling within each unit and (b) the upper boundary of such unit, for mechanical, electrical and other

utilities; (F) all tanks, pumps, generators, motors, fans, controls, devices, installations, machinery, equipment, apparatus, and facilities required or deemed advisable for use in operation of the condominium project or for the care and maintenance of the land or buildings; (G) all patios and balconies, the storage closets accessible from any such patios and balconies, and the wall lamps and electrical outlets, if any, appurtenant thereto; (H) all prefabricated fireplaces and the chimney flues appurtenant thereto, if any; (I) the entire sprinkler system within each building, including all sprinkler system pipes and nozzles located within the units; and (J) all other parts of the property necessary or convenient to the maintenance, care, safety and operation of the condominium project or to the use of the property by the unit owners in common.

(ii) The term "general common elements" means and includes all the common elements, except the limited common elements.

(iii) The term "limited common elements" means and includes only those common elements, such as (A) the windows and doors furnishing access between each unit and the common elements, (B) the patios and balconies adjacent to the units, and the exterior light fixtures and electrical outlets, if any, serving said patios and balconies, (C) the storage closets accessible from said patios and balconies, and the light fixtures, if any, located within said storage closets (D) the prefabricated fireplaces and the chimney flues appurtenant thereto, (E) the prefabricated skylights, and (F) the electrical wires and other electrical facilities which exist for the exclusive use of each unit and which are located between said unit and the outside meter that measures the flow of electricity to said unit, identified herein, or in the condominium plat, as reserved for the exclusive use of one or more, but less than all, of the unit owners.

(h) Developer. Developer means and includes only Quail Creek, Inc., its successors, and any assignee to whom the Developer specifically assigns in writing its rights as Developer under this Declaration.

(i) Unit Owner. Unit owner means any person, firm, corporation, trust or other legal entity, or any combination thereof, holding legal title to a condominium unit, and, without regard to the number or gender thereof, is referred to by the singular pronoun of the masculine gender. 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 council of unit owners by virtue of ownership of such unit. If any single membership in the council of unit owners is comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination 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 the aggregate, more than the number of votes appurtenant to the units owned by the member.

..... (j) Council of Unit Owners or Association. Council of unit owners or association means the incorporated or unincorporated legal entity that is comprised of all unit owners, and is charged with the government and administration of the affairs of the condominium.

(k) Percentage Interest Factor. Percentage interest factor means and refers to the proportionate interest of each unit owner in the common elements and in the common profits and common expenses, expressed as a fraction, the percentage interest in the common elements and the percentage interest in the common profits and common expenses being identical. The particular percentage interest factor of each unit owner, referred to in this Declaration as "such unit owner's percentage interest factor", or "his percentage interest factor", equals the percentage interest factor of the unit owned by the unit owner, as specified in Article III hereof.

(l) Mortgage, Mortgagee and Eligible Mortgagee.

(i) Mortgage shall mean and include a mortgage, deed of trust and other conveyance in the nature of a mortgage.

(ii) Mortgagee shall mean and include 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.

(iii) Eligible mortgagee shall mean and include each mortgagee who (A) holds a first mortgage on a unit and (B) is eligible to receive the notices and information provided by Section 2(a) of Article XVII of the By-laws.

(m) Common Expense or Common Expenses. Common expense or common expenses means and includes the expenses of the council of unit owners, including particularly, but not by way of limitation, the following: the cost and expense of administration, operation, care, maintenance, repair or replacement of the common elements; payment into a reserve or repair and replacement fund established for the foregoing; premiums on any policy of insurance, indemnity or bond required to be procured or maintained under the Declaration or By-laws, or deemed necessary or advisable by the council of unit owners or board of directors; compensation for accountants, attorneys, engineers, financial experts, superintendents, managers, and such other employees and agents as may be deemed necessary or advisable for the operation of the condominium project; all other costs and expenses declared to be a common expense by any provision of the Condominium Act, or the Declaration or By-laws, or by the council of unit owners or board of directors; and all sums properly assessed against the unit owners by the council of unit owners or board of directors.

(n) Manager. Manager means and includes the person, firm or corporation from time to time employed by the council of unit owners or the board of directors to administer or supervise the condominium project. If there be no person, firm or corporation employed by the council of unit owners or board of directors to administer or supervise the project, then the board

of directors shall be deemed the manager. However, if there be no board of directors elected by the unit owners, then the council of unit owners shall be deemed the manager. Manager is referred to in this Declaration, without regard to the number or sex thereof, or of those comprising same, by the singular pronoun of the neuter gender.

(o) Declaration and By-laws; Condominium Documents.

(i) Declaration means and refers to this Declaration, as same may, from time to time, be amended; and By-laws means and refers to the By-laws annexed to this Declaration, as said By-laws may, from time to time, be amended.

(ii) Condominium documents means and refers to the Declaration, By-laws and condominium plat, and all rules and regulations adopted pursuant to Article XV of the By-laws.

(p) 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.

(q) 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 council of unit owners.

(r) Stage 1 Of The Condominium, Stage 1 Property, Stage 1. Stage 1 of the condominium, Stage 1 property or Stage 1 means and includes Parcel 1 and the buildings located thereon, 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, including, without limitation, the rights, easements and rights of way set forth in Paragraph (b) of Article I of this Declaration.

(s) Quail Creek Development Area. Quail Creek development area means and includes the area shown on the Subdivision Plat.

(t) Subsequent Stage. Subsequent stage means and includes each stage hereafter added to the condominium pursuant to Article VIII hereof.

(u) Subdivision Plat. Subdivision plat means and includes the plat entitled "Resubdivision of Plat 2 & Plat 3, Section 11 & Section 12, E.H.K., Jr. 53/129, 53/130, 53/131, Inclusive, Loveton Farms, Quail Creek", dated April 15, 1987 and recorded among the Land Records of Baltimore County in Plat Book S.M., No. 56, folio 134.

ARTICLE II

CREATION OF CONDOMINIUM REGIME

(a) Fee Simple Ownership. The Developer hereby subjects the Stage 1 property to the regime established by the Condominium Act and establishes a condominium regime therefor to be known as "Quail Creek Condominium" to the



end and intent that: in each unit owner shall vest the exclusive fee simple ownership of his unit and, as set forth in Article IV hereof, an undivided fee simple interest in the common elements, and each condominium 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 or parcel of ground.

(b) Types of Joint Ownership. A condominium unit may be held or owned by more than one person, firm or corporation, 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 III

#### CONDOMINIUM UNITS

(a) Stage 1 Subdivision. The Stage 1 property is hereby subdivided into a total of twelve (12) condominium units. Each unit shall be designated by the combination unit number and street address specified therefor on the condominium plat, as follows:

Units 101, 102, 103 and 104, 14221 Dove Creek Way;  
 Units 201, 202, 203 and 204, 14221 Dove Creek Way; and  
 Units 301, 302, 303 and 304, 14221 Dove Creek Way.

(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 council of unit owners. The percentage interest factor appurtenant to each of the units, identical for the percentage interest in the common elements and the percentage interest in the common profits and common expenses, is a fraction, the numerator of which is one, and the denominator of which is the number of units then contained within the condominium. The percentage interest factor currently appurtenant to each unit included within the condominium is 1/12.

(c) Voting Rights. The number of votes at meetings of the council of unit owners appurtenant to each unit contained in the condominium from time to time shall be one (1) vote.

(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 condominium 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 and except as otherwise provided by Article VIII hereof with respect to the expansion of the condominium, or by Paragraph (c) of Article X hereof with

respect to a failure to rebuild a unit following a casualty, or by Paragraph (e) of Article X 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 Baltimore County, Maryland.

(e) Freehold Estate. Each condominium unit is a freehold estate. Except in the event of a condemnation of part of a unit, or the sale of part of a unit in lieu thereof, no condominium unit shall be subdivided into two or more units, nor shall any part of a unit be sold, leased, mortgaged, rented, conveyed, devised, or in any manner encumbered, disposed of or transferred; and each condominium unit shall forever contain the minimum area shown therefor on the aforesaid condominium plat. Further, the conveyance or other disposition of a condominium 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 condominium unit.

#### ARTICLE IV

##### 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 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 co-ownership of the common elements. Except as otherwise expressly provided in Article V hereof, 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 council of unit owners, board of directors and manager, if any, employed by said board or by the council of unit owners, for themselves, their agents, 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 council of unit owners is obligated or entitled to perform, and any inspection related thereto, whether said cleaning, maintenance, repair, replacement or inspection pertains to said unit or limited 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 council of unit owners, board of directors or manager shall make a reasonable effort to give notice 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 any other portion of the condominium, as a result of such entry; in all other cases, the party making such entry shall be responsible for the prompt repair of such damage.

(c) Payment of Common Expenses. 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 thereof, or by the abandonment of his condominium unit. The contribution of each unit owner toward common expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-laws, and each unit owner shall be liable for all common expenses levied and assessed against him or his unit, and each installment thereof, falling due while he is the owner of the unit.

(d) Priority of Liens. Any assessment of common expenses, 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 (condominium) lien in the manner and form prescribed by the By-laws, or as otherwise required by law. Such lien shall have preference over any other assessment, lien, judgment, or charge of whatever nature except: (i) general and special assessments for real estate taxes on the condominium unit; and (ii) any mortgage covering the condominium unit, duly recorded prior to the recordation of said statement of (condominium) lien, or duly recorded on said unit after receipt from the board of directors or the manager employed thereby, or by the council of unit owners, of a written statement acknowledging that payments on the lien for common expenses are current as of the date of recordation of the mortgage.

#### ARTICLE V

##### LIMITED COMMON ELEMENTS

(a) Limited Common Elements in Stage 1. The following limited common elements shall be appurtenant to the units in Stage 1:

(i) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy the windows, doors and doorways furnishing access between his unit and the common elements, including the casings, seals, glass and screens of such windows and doors.

(ii) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy the patio or

balcony, if any, adjacent to his unit, and each exterior light fixture or electrical outlet, if any, serving said patio or balcony.

(iii) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy the storage closet solely accessible from the patio or balcony, if any, appurtenant to his unit, and the light fixture, if any, located within said storage closet.

(iv) The owner of each unit containing a prefabricated fireplace, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy such prefabricated fireplace and the chimney flue and flue cap appurtenant thereto.

(v) The owner of each unit which is served by a prefabricated skylight, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy such skylight, including the casings, seals and plastic dome of such skylight.

(vi) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy all electrical wires and other electrical facilities that exist for the exclusive use of his unit and are located between his unit and the outside meter that measures the flow of electricity to his unit.

(b) Limited Common Elements in Subsequent Stages. The limited common elements shall also include those common elements, if any, in a subsequent stage that the Developer may designate as limited common elements in the Declaration amendment or condominium plat amendment adding such subsequent stage to the condominium.

#### ARTICLE VI

##### CONDOMINIUM UNITS AND COMMON ELEMENTS

(a) Boundaries and Encroachment. The existing physical boundaries of each unit constructed in substantial 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 council of unit owners 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 council of unit owners 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 condominium 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.

(c) Leases. Each unit may be leased under such terms and conditions as the unit owner thereof may desire, except as otherwise provided in this Paragraph (c). No unit may be leased for a period of less than six (6) months. All leases of units shall be in writing. Furthermore, (i) each lease shall be subject to the condominium documents, (ii) any breach or violation of any condominium document by the tenant shall constitute a default under the lease, and (iii) the tenant (as well as the landlord) shall be directly liable to, and subject to enforcement action(s) by, the council of unit owners for any breach or violation by the tenant of any condominium document. Each lease shall set forth, and provide for the tenant's acknowledgement of, each of the provisions of the preceding sentence. The unit owner of any leased unit shall promptly deliver to the board of directors a copy of the form of lease used, and a copy of each amendment which is made thereto from time to time. The council of unit owners, through the board of directors, shall be entitled, but not obligated, to exercise the rights 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 board of directors, 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.

#### ARTICLE VII

##### AUTHORITY FOR GRANT OF SPECIFIC EASEMENTS

The council of unit owners 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 at least sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all units, and with the express written consent of the mortgagees 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 council of unit owners pursuant to this Article VII 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.

ARTICLE VIII

AUTHORITY FOR EXPANSION OF THE CONDOMINIUM

(a) Expansion Rights. The Developer hereby expressly reserves, for a period of seven (7) years from and after the date upon which the condominium is created, the right to expand and add to the condominium by subjecting to the condominium regime the real property described as follows:

Stage 2 Of The Condominium

The Developer may add to the condominium the land and buildings shown generally as "Reserved for Expansion of Condominium as Stage 2" on Sheet 1 of the condominium plat, and herein called "Stage 2 of the condominium," "Stage 2 property" or "Stage 2," consisting of:

Land. The land to be included in Stage 2 of the condominium is all that parcel of ground, located in the Eighth Election District of Baltimore County, in the State of Maryland, and more particularly described in Exhibit B attached hereto, which parcel is herein called "Parcel 2."

Buildings. The buildings to be included in Stage 2 of the condominium shall consist of up to two (2) residential structures, containing a total of up to eighteen (18) units, which structures shall be located on Parcel 2 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

Stage 3 Of The Condominium

The Developer may add to the condominium the land and buildings shown generally as "Reserved for Expansion of Condominium as Stage 3" on Sheet 1 of the condominium plat, and herein called "Stage 3 of the condominium," "Stage 3 property" or "Stage 3," consisting of:

Land. The land to be included in Stage 3 of the condominium is all that parcel of ground, located in the Eighth Election District of Baltimore County, in the State of Maryland, and more particularly described in Exhibit C attached hereto, which parcel is herein called "Parcel 3."

Buildings. The buildings to be included in Stage 3 of the condominium shall consist of up to two (2) residential structures, containing a total of up to twenty-four (24) units, which structures shall be located on Parcel 3 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

Stage 4 Of The Condominium

The Developer may add to the condominium the land and buildings, shown generally as "Reserved for Expansion of Condominium as Stage 4" on

Sheet 1 of the condominium plat, and herein called "Stage 4 of the condominium," "Stage 4 property" or "Stage 4," consisting of:

Land. The land to be included in Stage 4 of the condominium is all that parcel of ground, located in the Eighth Election District of Baltimore County, in the State of Maryland, and more particularly described in Exhibit D attached hereto, which parcel is herein called "Parcel 4."

Buildings. The buildings to be included in Stage 4 of the condominium shall consist of up to two (2) residential structures, containing a total of up to twenty-four (24) units, which structures shall be located on Parcel 4 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

#### Stage 5 Of The Condominium

The Developer may add to the condominium the land and buildings, shown generally as "Reserved for Expansion of Condominium as Stage 5" on Sheet 1 of the condominium plat, and herein called "Stage 5 of the condominium," "Stage 5 property" or "Stage 5," consisting of:

Land. The land to be included in Stage 5 of the condominium is all that parcel of ground, located in the Eighth Election District of Baltimore County, in the State of Maryland, and more particularly described in Exhibit E attached hereto, which parcel is herein called "Parcel 5."

Buildings. The buildings to be included in Stage 5 of the condominium shall consist of up to four (4) residential structures, containing a total of up to forty-two (42) units, which structures shall be located on Parcel 5 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

#### Stage 6 Of The Condominium

The Developer may add to the condominium the land and buildings, shown generally as "Reserved for Expansion of Condominium as Stage 6" on Sheet 1 of the condominium plat, and herein called "Stage 6 of the condominium," "Stage 6 property" or "Stage 6," consisting of:

Land. The land to be included in Stage 6 of the condominium is all that parcel of ground, located in the Eighth Election District of Baltimore County, in the State of Maryland, and more particularly described in Exhibit F attached hereto, which parcel is herein called "Parcel 6."

Buildings. The buildings to be included in Stage 6 of the condominium shall consist of up to two (2) residential structures, containing a total of up to twenty-four (24) units, which structures shall be located on Parcel 6 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

#### Stage 7 Of The Condominium

The Developer may add to the condominium the land and buildings, shown generally as "Reserved for Expansion of the Condominium as Stage 7" on

Sheet 1 of the condominium plat, and herein called "Stage 7 of the condominium," "Stage 7 property" or "Stage 7," consisting of:

Land. The land to be included in Stage 7 of the condominium is all that parcel of ground, located in the Eighth Election district of Baltimore County, in the State of Maryland, and more particularly described in ~~Exhibit G attached hereto,~~ which parcel is herein called "Parcel 7."

Buildings. The buildings to be included in Stage 7 of the condominium shall consist of up to three (3) residential structures, containing a total of up to thirty (30) units, which structures shall be located on Parcel 7 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

(b) Easements Across Subsequent Stages. In addition to the above specified land and buildings, the property to be subjected to the condominium as part of each subsequent stage may include all structures, fixtures and other improvements erected upon or within the land and buildings contained within said stage, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining. Each subsequent stage may be added to the condominium subject to the rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements mentioned in Paragraphs (b) and (d) of Article I of this Declaration, and to such other rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements deemed necessary or advisable in the opinion of the Developer to facilitate the orderly development, or the construction, operation and maintenance, of the condominium or the remaining property of the Developer, whether or not located within the Quail Creek development area, or the convenience or services of the council of unit owners; and, in particular, but not in limitation of the foregoing, the Developer shall have the right to reserve, at or prior to the time each subsequent stage is added to the condominium, such easements and rights-of-way on, over, under and across such subsequent stage as are deemed appropriate by the Developer for (i) vehicular and pedestrian access between (A) the remaining property of the Developer, whether or not located within the Quail Creek development area, and (B) any public road or other property which borders upon the condominium, (ii) vehicular parking for the benefit of any remaining property of the Developer, whether or not located within the Quail Creek development area, and (iii) the construction, installation, maintenance (including, but not limited to, inspection, cleaning, repair and replacement), and operation of telephone, electric, gas, cable TV, water, sanitary sewer, storm water drainage, and other utility lines, mains, facilities and installations deemed appropriate by the Developer to serve any remaining property of the Developer, whether or not located within the Quail Creek development area. 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 and occupants of such units, and their respective heirs, personal representatives, successors and assigns, forever, unless the recorded document establishing such right, right-of-way, covenant, condition, restriction, setback or easement specifically provides otherwise.

(c) Development Criteria for Subsequent Stages. Subject to the limitations of Paragraphs (a) and (d) of this Article VIII:



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

(ii) the quantity and location of the buildings and other improvements shown on Sheet 1 of the condominium plat as being located within each of the subsequent stages may be changed to such extent as the Developer, in its sole discretion, may deem appropriate;

(iii) in addition to the land and buildings set forth in Paragraph (a) of this Article VIII, and the common elements which are shown as being located within such subsequent stage on Sheet 1 of the condominium plat, each subsequent stage may contain common elements of the kind set forth in Paragraph (g) of Article I hereof, and such other common elements as the Developer, in its sole discretion, may deem appropriate;

(iv) the Developer is not required to add any subsequent stage to the condominium, and the subsequent stages, if any, which are added to the condominium may be added in any sequence chosen by the Developer; and

(v) each subsequent stage may contain any number of units up to, but not in excess of, the maximum number of units established therefor in Paragraph (a) of this Article VIII.

(d) Subsequent Stage Completion. All improvements that are added by the Developer to the condominium as part of any subsequent stage shall be substantially complete prior to the addition of such subsequent stage to the condominium, and shall be consistent with comparable improvements, if any, installed by the Developer in Stage 1 of the condominium in terms of quality of construction.

(e) Adjustment of Percentage Interests. Immediately upon the addition of any subsequent stage to the condominium, (i) the percentage interests in the common elements and in the common profits and common expenses of the 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 owner of each unit contained within the subsequent stage then being added to the condominium. The owner of each unit contained within any subsequent stage that is added to the condominium shall be a member of the council of unit owners, and shall have the voting rights set forth in Article III hereof. Immediately following any such 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. Subject to the foregoing, expansion of the condominium shall be effected by the Developer (without need for the approval of any unit owner or mortgagee) by recordation among the Land Records of Baltimore County of the following: (i) an amendment to the Declaration describing the property then being added to the condominium, the

new percentage interests of the unit owners and the number of votes appurtenant to each unit in the condominium as expanded; and (ii) an amendment to the condominium plat which includes the same detail and information concerning the property then being added to the condominium as was required to be shown for the property originally subjected to this condominium regime. In such Declaration amendment, the Developer may (i) identify each building included within said subsequent stage and describe the architectural, mechanical and other drawings therefor, (ii) identify, and define the boundaries of, each unit included within said subsequent stage, (iii) designate each common element included within said subsequent stage as a general common element, or as a limited common element restricted to the use of one or more, but less than all, unit owners, (iv) allocate the responsibilities for the cleaning, maintenance, repair and replacement of each such common element and unit to the council of unit owners and/or the respective unit owners, and provide to the council of unit owners and the respective unit owners such easements and rights as the Developer, in its sole discretion, may deem appropriate to facilitate the carrying out of such responsibilities, and (v) include such other provisions as are required or permitted by the Condominium Act, this Declaration and the By-laws.

(g) Consent of the U.S. Veterans Administration. Notwithstanding any other provision of this Declaration, no subsequent stage shall be added to the condominium without the prior written consent of the U. S. Veterans Administration ("VA"), if, at the time of such expansion, a VA guarantee is in effect with respect to any mortgage of any unit previously incorporated into the condominium, which consent shall not be withheld if (i) such subsequent stage is built substantially in accordance with the architectural, mechanical and other drawings described in Paragraph (c) of Article I of this Declaration, and (ii) the condominium project is then in compliance with all applicable VA statutes and regulations.

(h) Development of Unused Area. If any one or more parts of the Quail Creek development area are not added to the condominium, such non-added part(s) may be developed in any manner and to any density that the Developer, in its sole discretion, may deem appropriate.

#### ARTICLE IX

##### DEVELOPMENT, MARKETING AND MANAGEMENT OF LOVETON FARMS SUBDIVISION

(a) Sales, Rental and Management Offices and Model Units. The Developer shall have the right to use any unit(s) 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 Developer may deem appropriate for the development, marketing (including sales and rentals) and management of any dwelling(s) now or hereafter located within the Loveton Farms Subdivision of Baltimore County ("Loveton Farms Subdivision"). The Developer shall have the right 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 Developer, as the 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 Developer holds

fee simple or leasehold title, as the Developer, in its sole discretion, may deem appropriate to facilitate the uses hereinabove set forth.

(b) Parking and Storing Vehicles. The Developer and its employees, agents and guests shall have the right to park and store in the condominium parking spaces such commercial and non-commercial vehicles as the Developer, in its sole discretion, may deem appropriate for the development, marketing and management of any dwelling(s) now or hereafter located within the Loveton Farms Subdivision, provided, however, that the Developer shall not unreasonably interfere with the rights of the other unit owners having the right to use such spaces.

(c) Advertising and Directional Signs. The Developer shall have the right to erect upon, maintain and remove from the unit(s) to which it holds fee simple or leasehold title, the limited common elements appurtenant to said unit(s), and all general common elements, such advertising and directional signs and other materials as the Developer, in its sole discretion, may deem appropriate for the development, marketing and management of any dwelling(s) now or hereafter located within the Loveton Farms Subdivision.

(d) Completion and Repair Easements. The 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 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 Developer desires, or is obligated, to construct or install has been completed, and, with respect to item (ii) above, so long as the Developer's obligations shall exist.

(e) License of the Term "Quail Creek". The Developer hereby grants to the unit owners and the council of unit owners (collectively, the "Licensees") a non-exclusive license to use the term "Quail Creek" solely to identify the condominium hereby established. The Licensees shall not sell, assign or sub-license the use of said term to any other party. The term "Quail Creek" may be used or licensed or both, under any terms acceptable to the Developer, by the Developer at any time and for any purpose. The Licensees have no right against the Developer to complain of any such use or license, regardless of the proximity or similarity of use of the term "Quail Creek" or any version(s) or variation(s) thereof by the Developer or its direct or indirect licensees.

#### ARTICLE X

##### GENERAL PROVISIONS

The Condominium Regime established by this Declaration shall be subject to the following:

(a) By-laws Amendments. The administration of the condominium shall be governed by the By-laws, which 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, provided that any amendment to the By-laws involving any "material change", as said term is defined below, shall also require the affirmative vote of a majority of the eligible mortgagees (as such term is defined in Article I of this Declaration), 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:

(i) voting rights (except for a reallocation of voting rights in connection with the expansion of the condominium pursuant to Article VIII hereof, in connection with the failure to rebuild a unit following a casualty pursuant to Paragraph (c) of this Article X, or in connection with the condemnation of part of the condominium pursuant to Paragraph (e) of this Article X);

liens; (ii) assessments, assessment liens, or priority of assessment

areas; (iii) reserves for maintenance, repair and replacement of common

(iv) responsibility for maintenance and repairs;

(v) reallocation of interests in the general or limited common areas, or rights to their use (except for a reallocation of percentage interests in the common elements in connection with the expansion of the condominium pursuant to Article VIII hereof, in connection with the failure to rebuild a unit following a casualty pursuant to Paragraph (c) of this Article X, or in connection with the condemnation of part of the condominium pursuant to Paragraph (e) of this Article X);

(vi) definitions of unit boundaries;

(vii) convertibility of units into common areas or vice versa;

(viii) expansion or contraction of the condominium project, or the addition, annexation or withdrawal of property to or from the condominium project (except for the expansion of the condominium pursuant to Article VIII hereof);

(ix) insurance or fidelity bond requirements;

(x) 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 council of unit owners to establish self management when professional management had been required previously by the condominium documents or an eligible mortgagee;

(xiii) restoration or repair of the condominium project (after damage or partial condemnation) in a manner other than that specified in the condominium documents; and

(xiv) any provisions that expressly benefit mortgage holders, insurers or guarantors.

A "material change" shall also include any other change judged to be material by any eligible mortgagee; provided that if a proposed amendment of the By-laws does not involve any change described in items (i) through (xiv) above, each eligible mortgagee who fails to submit to the council of unit owners a written response to the proposed amendment within thirty (30) 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 council of unit owners 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 X in connection with a failure to rebuild a unit following a casualty or as provided in Paragraph (e) of this Article X in connection with a condemnation of part of the condominium), and except as otherwise provided in Article VIII 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 ninety percent (90%) 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 Baltimore 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 council of unit owners 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, or

(8) the right of any unit owner to lease his unit, or the terms and conditions under which the unit may be leased,

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 Baltimore County, Maryland, which instrument shall be executed by every unit owner and mortgagee..

(ii) Furthermore, this Declaration, the By-laws and the condominium plat shall not be amended so as to change:

(A) any right expressly reserved for the benefit of the Developer, including, but not limited to, the easements reserved by the Developer in Paragraph (b) of Article I hereof, the Developer's right to expand the condominium as provided in Article VIII hereof, and the Developer's right to develop, market and manage the Quail Creek development area, as provided in Article IX 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 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 Baltimore County, which instrument shall be executed by the Developer, such governmental authority or such public utility, as applicable.

(c) Failure to Rebuild Units. If the unit owners decide pursuant to Section 2 of Article XI of the 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 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 council of unit owners 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, 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, provided that no such termination shall be effected after the expiration of one year from the date such destruction or damage occurred. 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 X.

(e) Condemnation. The council of unit owners 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 the 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 award for the taking of all or part of his unit and for the consequential damages to said unit resulting from said condemnation; (ii) any award for the taking of any limited common element shall be allocated among the unit owners having the right to use said limited common element in proportion to their respective percentage interests in the common elements; and (iii) any award for 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 council of unit owners, 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 council of unit owners shall not be obligated to replace property taken, but promptly shall undertake to restore the remaining property 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 each 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 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 council of unit owners 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 property 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, provided that no such termination shall be effected after the expiration of one year from the effective date of the taking. 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 owner of each unit remaining a part of the property 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 upon 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 limited common element, then each unit owner's undivided interest in the property 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 X, (i) the condominium shall not be terminated without the written consent of every unit owner, and (ii) no termination implemented pursuant to item (i) of this Paragraph (f) shall take effect until an appropriate written instrument executed by all unit owners is recorded among the Land Records of Baltimore County. No termination implemented pursuant to Paragraphs (d) or (e) of this Article X shall take effect until an appropriate written instrument executed by unit owners having at least eighty percent (80%) 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 X, each unit owner shall own, as a tenant in common, from the time the condominium is terminated until the time the property is sold, an undivided interest in the 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 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 limited common element, then each unit owner's undivided interest in the property 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 council of unit owners. 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 council of unit owners 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 council of unit owners 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 Baltimore County to designate an appraiser or appraisers so that there will be three (3) appraisers. A decision of the majority of the appraisers as to all fair market values required to be determined pursuant to this Article X shall be final, conclusive and binding upon all parties. Each decision submitted by one or more appraisers to the council of unit owners 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 council of unit owners, or any unit owner, or the board of directors, or the manager, in any one or more instances, to enforce or otherwise insist upon the strict performance of any restriction, condition, obligation or provision of this Declaration 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 By-laws, shall be binding upon the 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 condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Declaration or the By-laws. All of said terms, conditions, restrictions and

provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one 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 Developer under this Declaration and the By-laws shall be exercisable and enforceable only by the Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(k) Relationships. Nothing contained in this Declaration or the 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 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 condominium 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 By-Laws, the provisions of each shall control in the succession hereinbefore listed in this Paragraph (m), commencing with this Declaration.

(n) Captions. Captions are inserted in this Declaration as a matter of convenience and to facilitate reference to the provisions hereof. Said captions are not intended to define, describe or limit the scope of this Declaration, or any term, condition, or provision hereof, and shall have no

effect whatsoever in resolving any construction or interpretation of this Declaration.

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

ATTEST:

QUAIL CREEK, INC.

[Signature]  
Secretary

By: [Signature] - President

STATE OF MARYLAND, County of Baltimore, TO WIT:

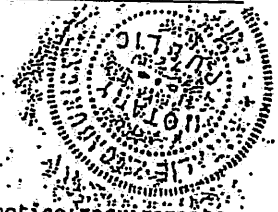
I HEREBY CERTIFY, that on this 8th day of April, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Robert E. MEYERHAF President of Quail Creek, Inc., a Maryland body corporate, and he acknowledged the foregoing Declaration to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission expires:

7-1-90



I hereby affirm under penalty of perjury that the notice requirements of Section 11-102.1 of the Condominium Act, if applicable, have been fulfilled.

QUAIL CREEK, INC.

By: [Signature] - President.

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS  
[Signature] 11/88  
ASSISTANT COUNTY SOLICITOR

Exhibit A

## DESCRIPTION FOR STAGE 1

Beginning for the same at a point on the easterly line of Loveton Farms Road, 60 feet wide, said point being the northwesterly corner of property shown on plat entitled Resubdivision of Plat 2 and Plat 3 Section 11 and Section 12 Loveton Farms Quail Creek, recorded among the Land Records of Baltimore County in Plat Book S.M. 56, folio 134, said point having coordinates of N 80424.37 and W 6450.02 based on the system of coordinates established in the Baltimore County Metropolitan District; thence along the outlines of the whole tract South  $87^{\circ}18'33''$  East, 145.00 feet to a point and North  $46^{\circ}51'37''$  West, 65.26 feet to a point; thence leaving the outline of the whole tract and running for new line of division the three (3) following courses and distances: (1) South  $43^{\circ}08'23''$  West, 97.29 feet, (2) South  $24^{\circ}11'10''$  West, 67.10 feet and (3) North  $87^{\circ}18'33''$  West, 107.40 feet to a point on the easterly line of Loveton Farms Road; thence along the easterly line of Loveton Farms Road the two (2) following courses and distances: (1) by a curve to the left having a radius of 730.00 feet, for a distance of 26.02 feet, the chord of which bears North  $03^{\circ}42'40''$  East, 26.00 feet to a point and (2) North  $02^{\circ}41'27''$  East, 152.82 feet to the point of beginning, containing 0.613 of an acre, more or less.

Exhibit B

## DESCRIPTION FOR STAGE 2

BEGINNING for the same at a point on the easterly line of Loveton Farms Road, 60 feet wide, said point being 178.84 feet distant measured along said easterly line in a southerly direction from the northwesterly corner of property shown on Plat entitled Resubdivision of Plat 2 and Plat 3 Section 11 and Section 12 Loveton Farms Quail Creek, recorded among the Land Records of Baltimore County in Plat Book S.M. 56, folio 134, said point having coordinates of N 80245.78 and W 6458.87 based on the system of coordinates established in the Baltimore County Metropolitan District; thence leaving Loveton Farms Road and running for new lines of division the three (3) following courses and distances: (1) South 87°18'33" East, 107.40 feet, (2) North 24°11'10" East, 67.10 feet and (3) North 43°08'23" East 97.29 feet to a point on the outline of the whole tract; thence along the outline of the whole tract the three (3) following courses and distances: (1) South 46°51'37" East, 277.89 feet, (2) South 19°30'09" East, 56.15 feet and (3) South 16°15'37" East, 16.33 feet to a point; thence leaving the outlines of the whole tract and running for new lines of division the six (6) following courses and distances: (1) South 83°14'02" West, 263.48 feet, (2) by a curve to the left having a radius of 268.00 feet, for a distance of 2.90 feet, the chord of which bears South 07°04'32.5" East, 2.90 feet, (3) South 82°36'53" West, 42.00 feet, (4) by a curve to the left having a radius of 310.00 feet, for a distance of 18.05 feet, the chord of which bears South 09°03'11.5" East, 18.05 feet, (5) South 10°43'16" East, 12.00 feet and (6) South 79°16'44" West, 190.60 feet to a point on the easterly line of Loveton Farms Road; thence along said easterly line the two (2) following courses and distances: (1) North 19°23'32" East, 56.68 feet and (2) by a curve to the left having a radius of 730.00 feet, for a distance of 186.77 feet, the chord of which bears North 12°03'45" East, 186.27 feet to the POINT OF BEGINNING, containing 2.017 acres, more or less.

Exhibit C

DESCRIPTION FOR STAGE 3

BEGINNING for the same at a point on the easterly line of Loveton Farms Road, 60 feet wide, said point being 422.29 feet distant measured along said easterly line in a southerly direction from the northwesterly corner of property shown on Plat entitled Resubdivision of Plat 2 and Plat 3 Section 11 and Section 12 Loveton Farms Quail Creek, recorded among the Land Records of Baltimore County in Plat Book S.M. 56, folio 134, said point having coordinates of N 80010.14 and W 6516.62 based on the system of coordinates established in the Baltimore County Metropolitan District; thence leaving Loveton Farms Road and running for new lines of division the six (6) following courses and distances: (1) North 79°16'44" East, 190.60 feet, (2) North 10°43'16" W, 12.00 feet, (3) by a curve to the right having a radius of 310.00 feet, for a distance of 18.05 feet, the chord of which bears North 09°03'11.5" West, 18.05 feet, (4) North 82°36'53" East, 42.00 feet, (5) by a curve to the right having a radius of 268.00 feet, for a distance of 2.90 feet, the chord of which bears North 07°04'32.5" West, 2.90 feet and (6) North 83°14'02" East, 8.00 feet to a point on the easterly line of Dove Creek Way, forty feet wide; thence along the easterly line of Dove Creek Way by a curve to the left having a radius of 260.00 feet, for a distance of 17.95 feet, the chord of which bears South 08°44'37" East, 17.94 feet to a point; thence continuing along the easterly line of Dove Creek Way and the extension thereof in all South 10°43'16" East, 76.85 feet to a point; thence North 79°16'44" East, 13.00 feet to a point; thence South 10°43'16" East, 136.00 feet to a point; thence by a curve to the right having a radius of 228.00 feet, for a distance of 37.45 feet, the chord of which bears South 06°00'56.5" East, 37.41 feet to a point; thence South 88°41'23" West, 21.00 feet to a point; thence by a curve to the right having a radius of 207.00 feet, for a distance of 11.81 feet, the chord of which bears South 00°19'28" West, 11.81 feet to a point; thence North 88°02'27" West, 42.00 feet to a point; thence by a curve to the right having a radius of 165.00 feet, for a distance of 31.50 feet, the chord of which bears South 07°25'42" West, 31.45 feet to a point; thence South 12°53'51" West, 16.49 feet to a point; thence North 77°06'09" West, 278.46 feet to a point on the easterly line of Loveton Farms Road; thence along the easterly line of Loveton Farms Road the two (2) following courses and distances: (1) by a curve to the right having a radius of 670.00 feet, for a distance of 127.30 feet, the chord of which bears North 13°56'57" East, 127.11 feet and (2) North 19°23'32" East, 63.58 feet to the POINT OF BEGINNING, containing 1.654 acres, more or less.

Exhibit D

DESCRIPTION FOR STAGE 4

BEGINNING for the same at a point on the easterly line of Loveton Farms Road, 60 feet wide, said point being 349.07 feet distant measured along said easterly line in a northerly direction from the southwesterly corner of property shown on Plat entitled Resubdivision of Plat 2 and Plat 3 Section 11 and Section 12 Loveton Farms Quail Creek, recorded among the Land Records of Baltimore County in Plat Book S.M. 56, folio 134, said point having coordinates of N 79826.81 and W 6568.37 based on the system of coordinates established in the Baltimore County Metropolitan District; thence leaving Loveton Farms Road and running for new lines of division the fifteen (15) following courses and distances: (1) South 77°06'09" East, 278.46 feet, (2) North 12°53'51" East, 16.49 feet, (3) by a curve to the left having a radius of 165.00 feet, for a distance of 31.50 feet, the chord of which bears North 07°25'42" East, 31.45 feet, (4) South 88°02'27" East, 42.00 feet, (5) by a curve to the left having a radius of 207.00 feet, for a distance of 11.81 feet, the chord of which bears North 00°19'28" East, 11.81 feet, (6) North 88°41'23" East, 21.00 feet, (7) by a curve to the right having a radius of 228.00 feet for a distance of 56.54 feet, the chord of which bears South 05°47'37" West, 56.39 feet, (8) South 12°53'51" West, 57.14 feet, (9) by a curve to the right having a radius of 228.00 feet, for a distance of 111.71 feet, the chord of which bears South 26°56'04.5" West, 110.60 feet, (10) South 40°58'18" West, 40.00 feet, (11) North 49°01'42" West, 63.00 feet, (12) South 40°58'18" West, 110.46 feet, (13) North 49°01'42" West, 10.21 feet, (14) by a curve to the left having a radius of 188.39 feet, for a distance of 132.98 feet, the chord of which bears North 69°15'00.5" West, 130.24 feet and (15) North 89°28'19" West, 0.97 feet to a point on the easterly line of Loveton Farms Road; thence along the easterly line of Loveton Farms Road the two (2) following courses and distances: North 02°03'42" West, 110.81 feet and by a curve to the right having a radius of 670.00 feet, for a distance of 123.58 feet, the chord of which bears North 03°13'20" East, 123.40 feet to the POINT OF BEGINNING, containing 1.567 acres, more or less.



Exhibit E

## DESCRIPTION FOR STAGE 5

BEGINNING for the same at a point on the easterly line of Loveton Farms Road, 60 feet wide, said point being 114.68 feet distant measured along said easterly line in a northerly direction from the southwesterly corner of property shown on Plat entitled Resubdivision of Plat 2 and Plat 3 Section 11 and Section 12 Loveton Farms Quail Creek, recorded among the Land Records of Baltimore County in Plat Book S.M. 56, folio 134, said point having coordinates of N 79592.88 and W 6571.33 based on the system of coordinates established in the Baltimore County Metropolitan District; thence leaving Loveton Farms Road and running for new lines of division the eleven (11) following courses and distances: (1) South 89°28'19" East, 0.97 feet, (2) by a curve to the right having a radius of 188.39 feet, for a distance of 132.98 feet, the chord of which bears South 69°15'00.5" East, 130.24 feet, (3) South 49°01'42" East, 10.21 feet, (4) North 40°58'18" East, 110.46 feet, (5) South 49°01'42" East, 63.00 feet, (6) North 40°58'18" East, 7.00 feet, (7) South 49°01'42" East, 21.00 feet, (8) North 40°58'18" East, 1.50 feet, (9) South 49°01'42" East, 42.00 feet, (10) North 40°58'18" East, 24.50 feet and (11) South 49°01'42" East, 107.16 feet to the outline of the whole tract; thence along the outline of the whole tract the three (3) following courses and distances: (1) South 40°58'37" West, 221.73 feet, (2) S 88°07'12" West, 195.96 feet and (3) North 22°01'20" West, 169.03 feet to a point on the easterly line of Loveton Farms Road; thence along the easterly line of Loveton Farms Road the two (2) following courses and distances: (1) by a curve to the left having a radius of 730.00 feet, for a distance of 109.65 feet, the chord of which bears North 02°14'29" East, 109.56 feet and (2) North 02°03'42" West, 5.03 feet to the POINT OF BEGINNING, containing 1.865 acres, more or less.

Exhibit F

DESCRIPTION OF STAGE 6

BEGINNING for the same at a point on the southeasterly outline of the whole tract, said point being North 40°58'37" East, 221.73 feet from the southeasterly corner of property shown on Plat entitled Resubdivision of Plat 2 and Plat 3 Section 11 and Section 12 Loveton Farms Quail Creek, recorded among the Land Records of Baltimore County in Plat Book S.M. 56, folio 134, said point having coordinates of N 79495.51 and W 6170.78 based on the system of coordinates established in the Baltimore County Metropolitan District; thence leaving the outline of the whole tract and running for new lines of division the fourteen (14) following courses and distances: (1) North 49°01'42" West, 107.16 feet, (2) South 40°58'18" West, 24.50 feet, (3) North 49°01'42" West, 42.00 feet, (4) South 40°58'18" West, 1.50 feet, (5) North 49°01'42" West, 21.00 feet, (6) North 40°58'18" East, 33.00 feet, (7) by a curve to the left having a radius of 228.00 feet, for a distance of 111.71 feet, the chord of which bears North 26°56'04.5" East, 110.60 feet, (8) North 12°53'51" East, 57.14 feet, (9) by a curve to the left having a radius of 228.00 feet, for a distance of 7.58 feet, the chord of which bears North 12°02'12" East, 7.58 feet, (10) South 79°03'30" East, 45.00 feet, (11) by a curve to the left having a radius of 273.00 feet, for a distance of 7.68 feet, the chord of which bears North 10°08'08.5" East, 7.68 feet, (12) South 80°40'13" East, 26.00 feet, (13) by a curve to the left having a radius of 299.00 feet, for a distance of 7.10 feet, the chord of which bears North 08°38'57.5" East, 7.10 feet and (14) South 82°07'44" East, 119.24 feet to a point on the outline of the whole tract; thence along the outline of the whole tract the three (3) following courses and distances: (1) South 05°58'05" West, 57.00 feet, (2) South 27°58'37" West, 185.00 feet and (3) South 40°58'37" West, 58.27 feet to the POINT OF BEGINNING, containing 1.037 acres, more or less.

Exhibit G

## DESCRIPTION FOR STAGE 7

BEGINNING for the same at a point on easterly outline of the whole tract, said point being 522.00 feet distant measured along said easterly outline in a northeasterly direction from the most southeasterly corner of property shown on Plat entitled Resubdivision of Plat 2 and Plat 3 Section 11 and Section 12 Loveton Farms Quail Creek, recorded among the Land Records of Baltimore County in Plat Book S.M. 56, folio 134, said point having coordinates of N 79759.57 and W 6039.85 based on the system of coordinates established in the Baltimore County Metropolitan District; thence leaving the outline of the whole tract and running for new lines of division the eight (8) following courses and distances: (1) North 82°07'44" West, 119.24 feet, (2) by a curve to the right having a radius of 299.00 feet, for a distance of 7.10 feet, the chord of which bears South 08°38'57.5" West, 7.10 feet, (3) North 80°40'13" West, 26.00 feet, (4) by a curve to the right having a radius of 273.00 feet, for a distance of 7.68 feet, the chord of which bears South 10°08'08.5" West, 7.68 feet, (5) North 79°03'30" West, 45.00 feet, (6) by a curve to the left having a radius of 228.00 feet, for a distance of 86.20 feet, the chord of which bears North 00°06'37" East, 85.69 feet, (7) North 10°43'16" West, 136.00 feet and (8) South 79°16'44" West, 13.00 feet to a point on the easterly line of Dove Creek Way if said easterly line were extended southerly; thence along the southerly extension of said easterly line and along the easterly line of Dove Creek Way, 40 feet wide, in all North 10°43'16" West, 76.85 feet to a point; thence continuing along the easterly line of Dove Creek Way by a curve to the right having a radius of 260.00 feet, for a distance of 17.95 feet, the chord of which bears North 08°44'37" West, 17.94 feet to a point, thence leaving the easterly line of Dove Creek Way and running for a new line of division North 83°14'02" East, 255.48 feet to a point on the outline of the whole tract; thence along the outline of the whole tract the seven (7) following courses and distances: (1) South 16°15'37" East, 58.67 feet, (2) South 18°40'01" East, 78.11 feet, (3) South 11°18'01" East, 54.91 feet, (4) South 10°54'24" East, 33.35 feet, (5) North 29°50'17" West, 58.33 feet, (6) South 67°09'59" West, 20.62 feet and (7) South 05°58'05" West, 181.41 feet to the POINT OF BEGINNING, containing 1.776 acres, more or less.

FIRST AMENDMENT TO DECLARATION  
ESTABLISHING  
QUAIL CREEK CONDOMINIUM

D RC/F 21.00  
DECLAR 21  
SP CLERK 21  
#54545 C002 R02 T  
05/07/85

THIS FIRST AMENDMENT TO DECLARATION is made this 4<sup>th</sup> day of MAY 1988, by QUAIL CREEK, INC., a Maryland corporation (the "Developer").

Introductory Statement

By the Declaration dated April 7, 1988, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 7843, folio 62, et seq. (the "Original Declaration"), and by the Condominium Plat dated November 17, 1987 and recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 11, folio 38, et seq. (the "Original Condominium Plat"), the Developer subjected the Stage 1 property (as described in the Original Declaration and shown on the Original Condominium Plat) to a condominium regime known as "Quail Creek Condominium", expressly reserving for and unto itself, its successors and any assignee to whom the Developer specifically assigns such rights in writing, the right to expand and add to the condominium by subjecting one or more "Subsequent Stages", as that term is defined in the Original Declaration, to the condominium regime, all as more fully set forth in Article VIII of the Original Declaration.

The Developer now desires to add Stage 2 (as described in Article VIII of the Original Declaration and as more fully described in Article I of this First Amendment to Declaration) to the condominium.

In conjunction with this First Amendment to Declaration, the Developer has recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 11, folio 58, et seq. an amendment to the Original Condominium Plat. Said plat amendment, prepared by M. & H. Development Engineers, Inc., Land Surveyors, dated May 6, 1988, and entitled "First Amendment to Condominium Plat, Quail Creek Condominium", is comprised of the following three (3) sheets: Sheet 1 (Site Plan - Parcel 2), Sheet 2 (Floor Plans - 14210 Dove Creek Way) and Sheet 3 (Floor Plans - 14208 Dove Creek Way). Said plat amendment is herein called the "First Amendment to Condominium Plat".

The term "Declaration", as defined in the Original Declaration, is hereby redefined to mean and include the Original Declaration as amended by this First Amendment to Declaration. The term "Condominium Plat", as defined in the Original Declaration, is hereby redefined to mean and include the Original Condominium Plat as amended by the First Amendment to Condominium Plat.

NOW, THEREFORE, THIS FIRST AMENDMENT TO DECLARATION WITNESSETH: That in exercise of the right reserved unto itself under Article VIII of the Original Declaration, the Developer does hereby amend the Declaration as follows:

ARTICLE I

The Developer hereby subjects to the regime established by the Condominium Act, and thereby adds to Quail Creek Condominium, the land,

RECEIVED FOR TRANSFER  
State Department of  
Agriculture & Taxation  
for Baltimore County  
MAY 11 1988  
AGRICULTURAL TRANSFER TAX  
ROY A. ...

TRANSFER TAX NOT REQUIRED  
Director of Finance  
BALTIMORE COUNTY, MARYLAND  
for Baltimore County  
MAY 11 1988  
D.C. ...

buildings, units, common elements and property shown on the First Amendment to Condominium Plat, all of which are hereby included within the terms "Stage 2 of the condominium", "Stage 2 property" and "Stage 2", as follows:

(a) Land.

(i) The land that is included within Stage 2 and is hereby added to the condominium is "Parcel 2", as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Parcel 2" on Sheet 1 of the Original Condominium Plat and on Sheet 1 of the First Amendment to Condominium Plat.

(ii) The term "land", as defined in the Original Declaration, is hereby redefined to mean and include the parcel originally included within said term, and the parcel added to the condominium pursuant to Paragraph (a)(i) of this Article I.

(b) Buildings.

(i) The buildings that are included within Stage 2 and are hereby added to the condominium are one (1) structure containing six (6) condominium units and one (1) structure containing twelve (12) condominium units, which buildings are constructed on Parcel 2 in accordance with the architectural, mechanical and other drawings therefor prepared by Menefee & Associates, Ltd., A.I.A. Architects, 2525 North Calvert Street, Baltimore, Maryland, entitled "Quail Creek Condominiums at Loveton Farms", dated August 19, 1987 (as itemized in Paragraph (c)(i) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each unit in each building, are contained on the First Amendment to Condominium Plat.

(ii) The term "building", as defined in the Original Declaration, is hereby redefined to mean and include the structures originally included within said term, and the structures added to the condominium pursuant to Paragraph (b)(i) of this Article I.

(c) Units.

(i) The buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I are hereby divided into a total of eighteen (18) units, each of which consists of the three dimensional area described, and designated as a "unit", in Paragraph (f)(i) of Article I of the Original Declaration. Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefor on the First Amendment to Condominium Plat, as follows:

106, 108, 206, 208, 306 and 308, 14208 Dove Creek Way;  
101, 102, 103 and 104, 14210 Dove Creek Way;  
201, 202, 203 and 204, 14210 Dove Creek Way; and  
301, 302, 303 and 304, 14210 Dove Creek Way.

(ii) The total number of units contained within the condominium is now thirty (30).

(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(i), (b)(i) and (e)(i) of this Article I which are not part of any unit shall be common elements, as such term is defined in Paragraph (g)(i) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Paragraph (a) of Article V of the Original Declaration.

(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(i) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 2 and is hereby added to the condominium consists of (A) the land added to the condominium pursuant to Paragraph (a)(i) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property", "condominium" and "condominium project", as defined in the Original Declaration, are each hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights originally included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights of way, covenants, conditions, restrictions, setbacks and easements set forth in Subparagraph (b)(i)(B), and Paragraph (d), of Article I of the Original Declaration.

ARTICLE II

Upon the recordation of this First Amendment to Declaration and the First Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1 and 2 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and common expenses, shall be 1/30; and (b) the number of votes at meetings of the council of unit owners appurtenant to each of the units in Stages 1 and 2 of the condominium shall be one (1) vote.

ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the By-Laws.

ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration, except to the extent hereby amended, and the By-Laws dated April 7, 1988, and recorded among the Land Records of Baltimore County in Liber S.M. No. 7843, folio 100, et seq. are hereby ratified and confirmed, same to remain in full force and effect, to the end and intent that Stages 1 and 2 of the condominium shall comprise and constitute one condominium regime, to be known as "Quail Creek Condominium", as established by the Original Declaration and expanded by this First Amendment to Declaration.

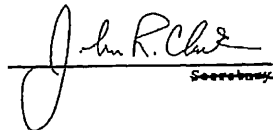
(b) The terms, conditions, restrictions and provisions of this First Amendment to Declaration shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this First Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one 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 Developer under this First Amendment to Declaration shall be exercisable and enforceable only by the Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.


(c) If any term, condition, restriction or provision of this First Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this First Amendment to 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 First Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Developer has signed this First Amendment to Declaration on the day and year first above written.

WITNESSES:

QUAIL CREEK, INC.

  
Secretary

By:   
VICE - President

STATE OF MARYLAND }  
County of Baltimore } to wit:

I HEREBY CERTIFY that on this 4<sup>th</sup> day of May, 1988, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared SHARVEL M. TRIMAS President of Quail Creek, Inc., a body corporate of the State of Maryland, and acknowledged the foregoing First Amendment to Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Natchez Z. Belurich  
Notary Public

My Commission Expires:

7-1-90

W.O. Jensen 5/6/88



PLEASE RETURN TO:  
BAY STATE TITLE COMPANY  
1 EAST REDWOOD STREET  
SUITE 401  
BALTIMORE, MD. 21202  
301-539-5878



SECOND AMENDMENT TO DECLARATION  
ESTABLISHING  
QUAIL CREEK CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION is made this 7<sup>th</sup> day  
of Sept, 1988 by QUAIL CREEK, INC., a Maryland corporation (the  
"Developer").

Introductory Statement

By the Declaration dated April 7, 1988, and recorded among the Land  
Records of Baltimore County, Maryland in Liber S.M. No. 7843, folio 62, et  
seq. (the "Original Declaration"), and by the Condominium Plat dated  
November 17, 1987, and recorded among the Land Records of Baltimore County in  
Condominium Plat Book S.M. No. 11, folio 38, et. seq. (the "Original  
Condominium Plat"), the Developer subjected the Stage 1 property (as described  
in the Original Declaration and shown on the Original Condominium Plat) to a  
condominium regime known as "Quail Creek Condominium", expressly reserving for  
and unto itself, its successors and any assignee to whom the Developer  
specifically assigns such rights in writing, the right to expand and add to  
the condominium by subjecting one or more "Subsequent Stages", as that term is  
defined in the Original Declaration, to the condominium regime, all as more  
fully set forth in Article VIII of the Original Declaration.

RECEIVED FOR TRANSFER  
State Department of  
Assessment & Taxation  
for Baltimore County  
DATE 6-11-88

By the First Amendment to Declaration dated May 4, 1988, and recorded  
among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7855  
folio 394, et seq. (the "First Amendment to Declaration"), and by the First  
Amendment to Condominium Plat dated May 5, 1988, and recorded among the Land  
Records of Baltimore County, Maryland in Condominium Plat Book S.M. No. 11,  
folio 58, et. seq., (the "First Amendment to Condominium Plat"), the Developer  
added to the condominium Stage 2.

The Developer now desires to add Stage 3 (as described in  
Article VIII of the Original Declaration and as more fully described in  
Article I of this Second Amendment to Declaration) to the condominium.

In conjunction with this Second Amendment to Declaration, the  
Developer has recorded among the Land Records of Baltimore County in  
Condominium Plat Book S.M. No. 11, folio 73, et. seq. an amendment to  
the Condominium Plat. Said plat amendment, prepared by M. & H. Development  
Engineers, Inc., Land Surveyors, dated 5/29, 1988, and entitled "Second  
Amendment to Condominium Plat, Quail Creek Condominium", consists of the  
following three (3) sheets: Sheet 1 (Site Plan - Parcel 3), Sheet 2 (Floor  
Plans - 14204 Dove Creek Way) and Sheet 3 (Floor Plans - 14206 Dove Creek  
Way). Said plat amendment is called the "Second Amendment to Condominium  
Plat".

The term "Declaration", as defined in the Original Declaration and  
redefined in the First Amendment to Declaration, is hereby redefined to mean  
and include the Original Declaration as amended by the First Amendment to  
Declaration and this Second Amendment to Declaration. The term "Condominium  
Plat", as defined in the Original Declaration and redefined in the First  
Amendment to Declaration, is hereby redefined to mean and include the Original  
Condominium Plat as amended by the First Amendment to Condominium Plat and the  
Second Amendment to Condominium Plat.

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

SIGNATURE [Signature] DATE 6-11-88

AMEND B RC/F  
SM CLERK  
MAY 17 1988  
21.00  
21.00  
T13:11  
06/10/88

TRANSFER TAX  
BALTIMORE  
Per [Signature]  
Date 6-11-88

NOW, THEREFORE, THIS SECOND AMENDMENT TO DECLARATION WITNESSETH: That in exercise of the right reserved unto itself under Article VIII of the Original Declaration, the Developer does hereby amend the Declaration as follows:

ARTICLE I

The Developer hereby subjects to the regime established by the Condominium Act, and thereby adds to Quail Creek Condominium, the land, buildings, units, common elements and property shown on the Second Amendment to Condominium Plat, all of which are hereby included within the terms "Stage 3 of the condominium", "Stage 3 property" and "Stage 3", as follows:

(a) Land.

(i) The land that is included within Stage 3 and is hereby added to the condominium is "Parcel 3", as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Parcel 3" on Sheet 1 of the Original Condominium Plat and on Sheet 1 of the Second Amendment to Condominium Plat.

(ii) The term "land", as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the parcels of ground heretofore included within said term, and the parcel of ground added to the condominium pursuant to Paragraph (a)(i) of this Article I.

(b) Building.

(i) The buildings that are included within Stage 3 and are hereby added to the condominium are two (2) structures, each containing twelve (12) condominium units, which are constructed on Parcel 3 in accordance with the architectural, mechanical and other drawings therefor prepared by Menefee & Associates, Ltd., A.I.A. Architects, 2525 North Calvert Street, Baltimore, Maryland, entitled "Quail Creek Condominiums at Loveton Farms", dated August 19, 1987 (as itemized in Paragraph (c)(i) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each unit in each building, are contained on the Second Amendment to Condominium Plat.

(ii) The term "building", as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the structures heretofore included within said term, and the structures added to the condominium pursuant to Paragraph (b)(i) of this Article I.

(c) Units.

(i) Each of the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I is hereby divided into twelve (12) units, each of which consists of the three dimensional area described, and designated as a "unit", in Paragraph (f)(i) of Article I of the Original Declaration.

Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefor on the Second Amendment to Condominium Plat, as follows:

105, 106, 107 and 108, 14204 Dove Creek Way;  
 205, 206, 207 and 208, 14204 Dove Creek Way;  
 305, 306, 307 and 308, 14204 Dove Creek Way;  
 101, 102, 103 and 104, 14206 Dove Creek Way;  
 201, 202, 203 and 204, 14206 Dove Creek Way; and  
 301, 302, 303 and 304, 14206 Dove Creek Way.

(ii) The total number of units contained within the condominium is now fifty-four (54).

(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(i), (b)(i) and (e)(i) of this Article I which are not part of any unit shall be common elements, as such term is defined in Paragraph (g)(i) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Paragraph (a) of Article V of the Original Declaration.

(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(ii) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 3 and is hereby added to the condominium consists of (A) the land added to the condominium pursuant to Paragraph (a)(i) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property", "condominium" and "condominium project", as defined in the Original Declaration and redefined in the First Amendment to Declaration, are each hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights heretofore included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights of way, covenants, conditions, restrictions, setbacks and easements set forth in Subparagraph (b)(i)(B), and Paragraph (d), of Article I of the Original Declaration.

ARTICLE II

Upon the recordation of this Second Amendment to Declaration and the Second Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1, 2 and 3 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and common expenses, shall be 1/54; and (b) the number of votes at meetings of the council of unit owners appurtenant to each of the units in Stages 1, 2 and 3 of the condominium shall be one (1) vote.

ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the By-laws.

ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration and the First Amendment to Declaration, except to the extent hereby amended, and the By-Laws dated April 7, 1988, and recorded among the Land Records of Baltimore County in Liber S.M. No. 7843, folio 100, et seq. are hereby ratified and confirmed, same to remain in full force and effect, to the end and intent that Stages 1, 2 and 3 of the condominium shall comprise and constitute one condominium regime, to be known as "Quail Creek Condominium", as established by the Original Declaration and expanded by the First Amendment to Declaration and this Second Amendment to Declaration.

(b) The terms, conditions, restrictions and provisions of this Second Amendment to Declaration shall be binding upon the 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 condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Second Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one 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 Developer under this Second Amendment to Declaration shall be exercisable and enforceable only by the Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(c) If any term, condition, restriction or provision of this Second Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this Second Amendment to 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 Second Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Developer has signed this Second Amendment to Declaration on the day and year first above written.

ATTEST:

QUAIL CREEK, INC.

John R. Clark  
Secretary

By: Samuel M. Trivas  
VICE - President

STATE OF MARYLAND }  
County of Baltimore } to wit:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of June, 1988, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared SAMUEL M. TRIVAS, VICE President of Quail Creek, Inc., a body corporate of the State of Maryland, and he acknowledged the foregoing Second Amendment to Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Natalie Z. Saburisk  
Notary Public

My Commission Expires:

7-1-90



REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS  
William J. [Signature] 6/14/88  
ASSISTANT COUNTY CLERK

PLEASE RETURN TO:  
BAY STATE TITLE COMPANY  
1 EAST REDWOOD STREET  
SUITE 401  
BALTIMORE, MD. 21202  
301 - 539-5878

Attn: Howard Perlow

THIRD AMENDMENT TO DECLARATION  
ESTABLISHING  
QUAIL CREEK CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION is made this 11<sup>th</sup> day of DEC 21.00  
SWAN, 1988, by QUAIL CREEK, INC., a Maryland corporation (the DECLAR 0.  
"Developer"). SM CLERK 21.00

Introductory Statement

By the Declaration dated April 7, 1988, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 7843, folio 62, et seq. (the "Original Declaration"), and by the Condominium Plat dated November 17, 1987, and recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 11, folio 38, et seq. (the "Original Condominium Plat"), the Developer subjected the Stage 1 property (as described in the Original Declaration and shown on the Original Condominium Plat) to a condominium regime known as "Quail Creek Condominium", expressly reserving for and unto itself, its successors and any assignee to whom the Developer specifically assigns such rights in writing, the right to expand and add to the condominium by subjecting one or more "Subsequent Stages", as that term is defined in the Original Declaration, to the condominium regime, all as more fully set forth in Article VIII of the Original Declaration.

By the First Amendment to Declaration dated May 4, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7855, folio 394, et seq. (the "First Amendment to Declaration"), and by the First Amendment to Condominium Plat dated May 5, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 58, et seq. (the "First Amendment to Condominium Plat"), the Developer added to the condominium the Stage 2 property.

By the Second Amendment to Declaration dated June 7, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7884, folio 580, et seq. (the "Second Amendment to Declaration"), and by the Second Amendment to Condominium Plat dated May 25, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 73, et seq. (the "Second Amendment to Condominium Plat"), the Developer added to the condominium the Stage 3 property.

The Developer now desires to add Stage 4 (as described in Article VIII of the Original Declaration and as more fully described in Article I of this Third Amendment to Declaration) to the condominium.

In conjunction with this Third Amendment to Declaration, the Developer has recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 11, folio 89, et seq., an amendment to the Condominium Plat. Said plat amendment, prepared by M. & H. Development Engineers, Inc., Land Surveyors, dated July 11<sup>th</sup>, 1988, and entitled

465770 0002 114405  
07/11/88

"Third Amendment to Condominium Plat, Quail Creek Condominium", is comprised of the following three (3) sheets: Sheet 1 (Site Plan - Parcel 4), Sheet 2 (Floor Plans - 14200 Dove Creek Way) and Sheet 3 (Floor Plans - 14202 Dove Creek Way). Said plat amendment is herein called the "Third Amendment to Condominium Plat".

The First Amendment to Declaration and the Second Amendment to Declaration are herein collectively called the "Previous Amendments to Declaration". The term "Declaration", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the Original Declaration as amended by the Previous Amendments to Declaration and this Third Amendment to Declaration.

The First Amendment to Condominium Plat and the Second Amendment to Condominium Plat are herein collectively called the "Previous Amendments to Condominium Plat". The term "Condominium Plat", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the Original Condominium Plat as amended by the Previous Amendments to Condominium Plat and the Third Amendment to Condominium Plat.

NOW, THEREFORE, THIS THIRD AMENDMENT TO DECLARATION WITNESSETH: That in exercise of the right reserved unto itself under Article VIII of the Original Declaration, the Developer does hereby amend the Declaration as follows:

ARTICLE I

The Developer hereby subjects to the regime established by the Condominium Act, and thereby adds to Quail Creek Condominium, the land, buildings, units, common elements and property shown on the Third Amendment to Condominium Plat, all of which are hereby included within the terms "Stage 4 of the condominium", "Stage 4 property" and "Stage 4", as follows:

(a) Land.

(i) The land that is included within Stage 4 and is hereby added to the condominium is "Parcel 4", as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Parcel 4" on Sheet 1 of the Original Condominium Plat and on Sheet 1 of the Third Amendment to Condominium Plat.

(ii) The term "land", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the parcels of ground heretofore included within said term, and the parcel of ground added to the condominium pursuant to Paragraph (a)(i) of this Article I.

(b) Building.

(i) The buildings that are included within Stage 4 and are hereby added to the condominium are two (2) structures, each containing twelve (12) condominium units, which are constructed on Parcel 4 in accordance with

the architectural, mechanical and other drawings therefor prepared by Menefee & Associates, Ltd., A.I.A. Architects, 2525 North Calvert Street, Baltimore, Maryland, entitled "Quail Creek Condominiums at Loveton Farms", dated April 19, 1987 (as itemized in Paragraph (c)(i) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each unit in each building, are contained on the Third Amendment to Condominium Plat.

(ii) The term "building", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the structures heretofore included within said term, and the structures added to the condominium pursuant to Paragraph (b)(i) of this Article I.

(c) Units.

(i) Each of the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I is hereby divided into twelve (12) units, each of which consists of the three dimensional area described, and designated as a "unit", in Paragraph (f)(i) of Article I of the Original Declaration. Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefor on the Third Amendment to Condominium Plat, as follows:

105, 106, 107 and 108, 14200 Dove Creek Way;  
205, 206, 207 and 208, 14200 Dove Creek Way;  
305, 306, 307 and 308, 14200 Dove Creek Way;  
101, 102, 103 and 104, 14202 Dove Creek Way;  
201, 202, 203 and 204, 14202 Dove Creek Way; and  
301, 302, 303 and 304, 14202 Dove Creek Way.

(ii) The total number of units contained within the condominium is now seventy-eight (78).

(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(i), (b)(i) and (c)(i) of this Article I which are not part of any unit shall be common elements, as such term is defined in Paragraph (g)(i) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Paragraph (a) of Article V of the Original Declaration.

(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(ii) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 4 and is hereby added to the condominium consists of (A) the land added to the condominium



pursuant to Paragraph (a)(1) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(1) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property", "condominium" and "condominium project", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, are each hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights heretofore included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights of way, covenants, conditions, restrictions, setbacks and easements set forth in Subparagraphs (b)(1)(B), and Paragraph (d), of Article I of the Original Declaration.

#### ARTICLE II

Upon the recordation of this Third Amendment to Declaration and the Third Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1, 2, 3 and 4 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and common expenses, shall be 1/78; and (b) the number of votes at meetings of the council of unit owners appurtenant to each of the units in Stages 1, 2, 3 and 4 of the condominium shall be one (1) vote.

#### ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the By-laws.

#### ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration and the Previous Amendments to Declaration, except to the extent hereby amended, and the By-Laws dated April 7, 1988 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7843, folio 100, et seq., are hereby ratified and confirmed, same to remain in full force and effect, to the end and intent that Stages 1, 2, 3 and 4 of the condominium shall comprise and constitute one condominium regime, to be known as "Quail Creek Condominium", as established by the Original Declaration and expanded by the Previous Amendments to Declaration and this Third Amendment to Declaration.

(b) The terms, conditions, restrictions and provisions of this Third Amendment to Declaration shall be binding upon the 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 condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Third Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one 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 Developer under this Third Amendment to Declaration shall be exercisable and enforceable only by the Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(c) If any term, condition, restriction or provision of this Third Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this Third Amendment to 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 Third Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Developer has signed this Third Amendment to Declaration on the day and year first above written.

ATTEST:

QUAIL CREEK, INC.

John R. Cleary  
Secretary

By: Samuel M. Trivas  
Vice President

STATE OF MARYLAND  
County of Baltimore } to wit:

PLEASE RETURN TO:  
BAY STATE TITLE COMPANY  
1 EAST REDWOOD STREET  
SUITE 401  
BALTIMORE, MD. 21202  
301-539-6878

I HEREBY CERTIFY that on this 24th day of June 1988, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared SAMUEL M. TRIVAS Vice President of Quail Creek, Inc., a body corporate of the State of Maryland, and he acknowledged the foregoing Third Amendment to Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal

Notary Seal  
Notary Public

My Commission Expires:  
7-1-90

Samuel M. Trivas 7/1/88

FOURTH AMENDMENT TO DECLARATION  
ESTABLISHING  
QUAIL CREEK CONDOMINIUM

THIS FOURTH AMENDMENT TO DECLARATION is made this 30 day of AUGUST, 1988, by QUAIL CREEK, INC., a Maryland corporation (the "Developer"):

DECLAR 25.00  
SH CLERK 0 A  
25.00  
HT7217 COM2 R02 T10:13

Introductory Statement

By the Declaration dated April 7, 1988, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 7843, folio 62, et seq. (the "Original Declaration"), and by the Condominium Plat dated November 17, 1987 and recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 11, folio 38, et seq. (the "Original Condominium Plat"), the Developer subjected the Stage 1 property (as described in the Original Declaration and shown on the Original Condominium Plat) to a condominium regime known as "Quail Creek Condominium", expressly reserving for and unto itself, its successors and any assignee to whom the Developer specifically assigns such rights in writing, the right to expand and add to the condominium by subjecting one or more "Subsequent Stages", as that term is defined in the Original Declaration, to the condominium regime, all as more fully set forth in Article VIII of the Original Declaration.

By the First Amendment to Declaration dated May 4, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7855, folio 394, et seq. (the "First Amendment to Declaration"), and by the First Amendment to Condominium Plat dated May 5, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 58, et seq. (the "First Amendment to Condominium Plat"), the Developer added to the condominium the Stage 2 property.

By the Second Amendment to Declaration dated June 7, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7884, folio 580, et seq. (the "Second Amendment to Declaration"), and by the Second Amendment to Condominium Plat dated May 25, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 73, et seq. (the "Second Amendment to Condominium Plat"), the Developer added to the condominium the Stage 3 property.

By the Third Amendment to Declaration dated July 11, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7915, folio 229, et seq. (the "Third Amendment to Declaration"), and by the Third Amendment to Condominium Plat dated June 14, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 89, et seq. (the "Third Amendment to Condominium Plat"), the Developer added to the condominium the Stage 4 property.

The Developer now desires to add Stage 5 (as described in Article VIII of the Original Declaration and as more fully described in Article I of this Fourth Amendment to Declaration) to the condominium.

In conjunction with this Fourth Amendment to Declaration, the Developer has recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 11, folio 128, et seq. an amendment to the Condominium Plat. Said plat amendment, prepared by M. & H. Development Engineers, Inc., Land Surveyors, dated Sept. 9, 1988 and entitled "Fourth Amendment to Condominium Plat, Quail Creek Condominium", is comprised of the following five (5) sheets: Sheet 1 (Site Plan - Parcel 5), Sheet 2 (Ground Floor and First Floor Plans - 14201 and 14203 Quail Creek Way), Sheet 3 (Second Floor Plans - 14201 and 14203 Quail Creek Way), Sheet 4 (Ground Floor and First Floor Plans - 14205 and 14207 Quail Creek Way) and Sheet 5 (Second Floor Plans - 14205 and 14207 Quail Creek Way). Said plat amendment is herein called the "Fourth Amendment to Condominium Plat".

The First Amendment to Declaration, the Second Amendment to Declaration and the Third Amendment to Declaration are herein collectively called the "Previous Amendments to Declaration". The term "Declaration", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the Original Declaration as amended by the Previous Amendments to Declaration and this Fourth Amendment to Declaration.

The First Amendment to Condominium Plat, the Second Amendment to Condominium Plat and the Third Amendment to Condominium Plat are herein collectively called the "Previous Amendments to Condominium Plat". The term "Condominium Plat", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the Original Condominium Plat as amended by the Previous Amendments to Condominium Plat and the Fourth Amendment to Condominium Plat.

NOW, THEREFORE, THIS FOURTH AMENDMENT TO DECLARATION WITNESSETH: That in exercise of the right reserved unto itself under Article VIII of the Original Declaration, the Developer does hereby amend the Declaration as follows:

ARTICLE I

The Developer hereby subjects to the regime established by the Condominium Act, and thereby adds to Quail Creek Condominium, the land, buildings, units, common elements and property shown on the Fourth Amendment to Condominium Plat, all of which are hereby included within the terms "Stage 5 of the condominium", "Stage 5 property" and "Stage 5", as follows:

(a) Land.

(i) The land that is included within Stage 5 and is hereby added to the condominium is "Parcel 5", as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Parcel 5" on Sheet 1 of the Original Condominium Plat and on Sheet 1 of the Fourth Amendment to Condominium Plat.

(ii) The term "land", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the parcels of ground heretofore included within said term,

and the parcel of ground added to the condominium pursuant to Paragraph (a)(1) of this Article I.

(b) Building.

(i) The buildings that are included within Stage 5 and are hereby added to the condominium are three (3) structures containing twelve (12) condominium units each and one (1) structure containing six (6) condominium units, which buildings are constructed on Parcel 5 in accordance with the architectural, mechanical and other drawings therefor prepared by Menefee & Associates, Ltd., A.I.A. Architects, 2525 North Calvert Street, Baltimore, Maryland, entitled "Quail Creek Condominiums at Loveton Farms", dated April 19, 1987 (as itemized in Paragraph (c)(1) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each unit in each building, are contained on the Fourth Amendment to Condominium Plat.

(ii) The term "building", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the structures heretofore included within said term, and the structures added to the condominium pursuant to Paragraph (b)(1) of this Article I.

(c) Units.

(i) The buildings added to the condominium pursuant to Paragraph (b)(1) of this Article I are hereby divided into a total of forty-two (42) units, each of which consists of the three dimensional area described, and designated as a "unit", in Paragraph (f)(1) of Article I of the Original Declaration. Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefor on the Fourth Amendment to Condominium Plat, as follows:

101, 102, 103 and 104, 14201 Quail Creek Way;  
201, 202, 203 and 204, 14201 Quail Creek Way;  
301, 302, 303 and 304, 14201 Quail Creek Way;  
106, 108, 206, 208, 306 and 308, 14203 Quail Creek Way;  
101, 102, 103 and 104, 14205 Quail Creek Way;  
201, 202, 203 and 204, 14205 Quail Creek Way;  
301, 302, 303 and 304, 14205 Quail Creek Way;  
105, 106, 107 and 108, 14207 Quail Creek Way;  
205, 206, 207 and 208, 14207 Quail Creek Way; and  
305, 306, 307 and 308, 14207 Quail Creek Way.

(ii) The total number of units contained within the condominium is now one hundred twenty (120).

(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(1), (b)(1) and (c)(1) of this Article I which are

not part of any unit shall be common elements, as such term is defined in Paragraph (g)(i) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Paragraph (a) of Article V of the Original Declaration.

(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(i) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 5 and is hereby added to the condominium consists of (A) the land added to the condominium pursuant to Paragraph (a)(i) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property", "condominium" and "condominium project", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, are each hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights heretofore included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights of way, covenants, conditions, restrictions, setbacks and easements set forth in Subparagraph (b)(i)(B), and Paragraph (d), of Article I of the Original Declaration.

ARTICLE II

Upon the recordation of this Fourth Amendment to Declaration and the Fourth Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1, 2, 3, 4 and 5 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and common expenses, shall be 120; and (b) the number of votes at meetings of the council of unit owners appurtenant to each of the units in Stages 1, 2, 3, 4 and 5 of the condominium shall be one (1) vote.

ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the By-laws.

ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration and the Previous Amendments to Declaration, except to the extent hereby amended, and the By-Laws dated April 7, 1988 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7843, folio 100, et seq., are hereby ratified and confirmed, same to remain in full force and effect, to the end and intent that Stages 1, 2, 3, 4 and 5 of the condominium shall comprise and constitute one condominium regime, to be known as "Quail Creek Condominium", as established by the Original Declaration and expanded by the Previous Amendments to Declaration and this Fourth Amendment to Declaration.

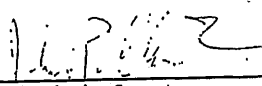
(b) The terms, conditions, restrictions and provisions of this Fourth Amendment to Declaration shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Fourth Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one 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 Developer under this Fourth Amendment to Declaration shall be exercisable and enforceable only by the Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

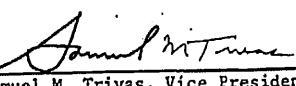
(c) If any term, condition, restriction or provision of this Fourth Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this Fourth Amendment to Declaration, 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 Fourth Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Developer has signed this Fourth Amendment to Declaration on the day and year first above written.

ATTEST:

QUAIL CREEK, INC.

  
\_\_\_\_\_  
John R. Clark, Secretary

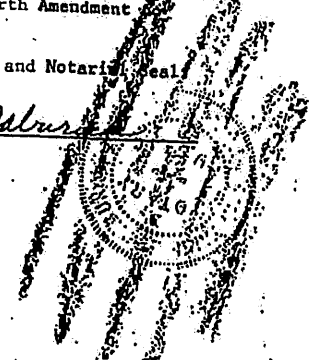
By:   
\_\_\_\_\_  
Samuel M. Trivas, Vice President

STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) to wit:

I HEREBY CERTIFY that on this 25<sup>th</sup> day of August, 1988, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared SAMUEL M. TRIVAS, Vice President of Quail Creek, Inc., a body corporate of the State of Maryland, and he acknowledged the foregoing Fourth Amendment Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal

Natalie J. Galbraith  
Notary Public



My Commission Expires:

7-1-90

REVIEWED FOR BALTIMORE COUNTY  
REQUIREMENTS  
W. Mason 9/15/88  
BALTIMORE COUNTY SOLICITOR

MAIL TO:

Bay State Title Co.  
1 E. Redwood St.  
Balto, Md. 21202



FIFTH AMENDMENT TO DECLARATION  
ESTABLISHING  
QUAIL CREEK CONDOMINIUM

THIS FIFTH AMENDMENT TO DECLARATION is made this 28<sup>th</sup> day of October, 1988, by QUAIL CREEK, INC., a Maryland corporation (the "Developer").

Introductory Statement

By the Declaration dated April 7, 1988, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 7843, folio 62, et seq. (the "Original Declaration"), and by the Condominium Plat dated November 17, 1987 and recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 11, folio 38, et seq. (the "Original Condominium Plat"), the Developer subjected the Stage 1 property (as described in the Original Declaration and shown on the Original Condominium Plat) to a condominium regime known as "Quail Creek Condominium", expressly reserving for and unto itself, its successors and any assignee to whom the Developer specifically assigns such rights in writing, the right to expand and add to the condominium by subjecting one or more "Subsequent Stages", as that term is defined in the Original Declaration, to the condominium regime, all as more fully set forth in Article VIII of the Original Declaration.

By the First Amendment to Declaration dated May 4, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7855, folio 394, et seq. (the "First Amendment to Declaration"), and by the First Amendment to Condominium Plat dated May 5, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 58, et seq. (the "First Amendment to Condominium Plat"), the Developer added to the condominium the Stage 2 property.

By the Second Amendment to Declaration dated June 7, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7884, folio 40, et seq. (the "Second Amendment to Declaration"), and by the Second Amendment to Condominium Plat dated May 25, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 73, et seq. (the "Second Amendment to Condominium Plat"), the Developer added to the condominium the Stage 3 property.

By the Third Amendment to Declaration dated July 11, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7915, folio 219, et seq. (the "Third Amendment to Declaration"), and by the Third Amendment to Condominium Plat dated June 14, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 89, et seq. (the "Third Amendment to Condominium Plat"), the Developer added to the condominium the Stage 4 property.

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10/28/88

By the Fourth Amendment to Declaration dated August 30, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7975, folio 780, *et seq.* (the "Fourth Amendment to Declaration"), and by the Fourth Amendment to Condominium Plat dated August 30, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 128, *et seq.* (the "Fourth Amendment to Condominium Plat"), the Developer added to the condominium the Stage 5 property.

The Developer now desires to add Stage 6 (as described in Article VIII of the Original Declaration and as more fully described in Article I of this Fifth Amendment to Declaration) to the condominium.

In conjunction with this Fifth Amendment to Declaration, the Developer has recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 11, folio 146, *et seq.* an amendment to the Condominium Plat. Said plat amendment, prepared by M. & N. Development Engineers, Inc., Land Surveyors, dated October 18, 1988, and entitled "Fifth Amendment to Condominium Plat, Quail Creek Condominium", is comprised of the following three (3) sheets: Sheet 1 (Site Plan - Parcel 6), Sheet 2 (Floor Plans - 14209 Quail Creek Way) and Sheet 3 (Floor Plans - 14211 Quail Creek Way). Said plat amendment is herein called the "Fifth Amendment to Condominium Plat".

The First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration and the Fourth Amendment to Declaration are herein collectively called the "Previous Amendments to Declaration". The term "Declaration", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the Original Declaration as amended by the Previous Amendments to Declaration and this Fifth Amendment to Declaration.

The First Amendment to Condominium Plat, the Second Amendment to Condominium Plat, the Third Amendment to Condominium Plat and the Fourth Amendment to Condominium Plat are herein collectively called the "Previous Amendments to Condominium Plat". The term "Condominium Plat", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the Original Condominium Plat as amended by the Previous Amendments to Condominium Plat and the Fifth Amendment to Condominium Plat.

NOW, THEREFORE, THIS FIFTH AMENDMENT TO DECLARATION WITNESSETH: That in exercise of the right reserved unto itself under Article VIII of the Original Declaration, the Developer does hereby amend the Declaration as follows:

#### ARTICLE I

The Developer hereby subjects to the regime established by the Condominium Act, and thereby adds to Quail Creek Condominium, the land, buildings, units, common elements and property shown on the Fifth Amendment to Condominium Plat, all of which are hereby included within the terms "Stage 6 of the condominium", "Stage 6 property" and "Stage 6", as follows:

(a) Land.

(i) The land that is included within Stage 6 and is hereby added to the condominium is "Parcel 6", as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Parcel 6" on Sheet 1 of the Original Condominium Plat and on Sheet 1 of the Fifth Amendment to Condominium Plat.

(ii) The term "land", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the parcels of ground heretofore included within said term, and the parcel of ground added to the condominium pursuant to Paragraph (a)(i) of this Article I.

(b) Building.

(i) The buildings that are included within Stage 6 and are hereby added to the condominium are two (2) structures, each containing twelve (12) condominium units, which are constructed on Parcel 6 in accordance with the architectural, mechanical and other drawings therefor prepared by Menefee & Associates, Ltd., A.I.A. Architects, 2525 North Calvert Street, Baltimore, Maryland, entitled "Quail Creek Condominiums at Loveton Farms", dated April 19, 1987 (as itemized in Paragraph (c)(i) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each unit in each building, are contained on the Fifth Amendment to Condominium Plat.

(ii) The term "building", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the structures heretofore included within said term, and the structures added to the condominium pursuant to Paragraph (b)(i) of this Article I.

(c) Units.

(i) Each of the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I is hereby divided into twelve (12) units, each of which consists of the three dimensional area described, and designated as a "unit", in Paragraph (f)(i) of Article I of the Original Declaration. Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefor on the Fifth Amendment to Condominium Plat, as follows:

101, 102, 103 and 104, 14209 Quail Creek Way;  
201, 202, 203 and 204, 14209 Quail Creek Way;  
301, 302, 303 and 304, 14209 Quail Creek Way;  
105, 106, 107 and 108, 14211 Quail Creek Way;  
205, 206, 207 and 208, 14211 Quail Creek Way; and  
305, 306, 307 and 308, 14211 Quail Creek Way.

(ii) The total number of units contained within the condominium is now one hundred forty-four (144).

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(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(1), (b)(1) and (e)(1) of this Article I which are not part of any unit shall be common elements, as such term is defined in Paragraph (g)(1) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Paragraph (a) of Article V of the Original Declaration.

(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(i) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 6 and is hereby added to the condominium consists of (A) the land added to the condominium pursuant to Paragraph (a)(1) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(1) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property", "condominium" and "condominium project", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, are each hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights heretofore included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights of way, covenants, conditions, restrictions, setbacks and easements set forth in Subparagraph (b)(1)(B), and Paragraph (d), of Article I of the Original Declaration.

ARTICLE II

Upon the recordation of this Fifth Amendment to Declaration and the Fifth Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1, 2, 3, 4, 5 and 6 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and common expenses, shall be 1/144; and (b) the number of votes at meetings of the council of unit owners appurtenant to each of the units in Stages 1, 2, 3, 4, 5 and 6 of the condominium shall be one (1) vote.

ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and

replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the By-laws.

ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration and the Previous Amendments to Declaration, except to the extent hereby amended, and the By-Laws dated April 7, 1988 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7843, folio 100, et seq., are hereby ratified and confirmed, same to remain in full force and effect, to the end and intent that Stages 1, 2, 3, 4, 5 and 6 of the condominium shall comprise and constitute one condominium regime, to be known as "Quail Creek Condominium", as established by the Original Declaration and expanded by the Previous Amendments to Declaration and this Fifth Amendment to Declaration.

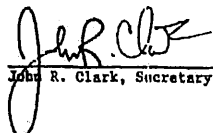
(b) The terms, conditions, restrictions and provisions of this Fifth Amendment to Declaration shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Fifth Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one 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 Developer under this Fifth Amendment to Declaration shall be exercisable and enforceable only by the Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(c) If any term, condition, restriction or provision of this Fifth Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this Fifth Amendment to 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 Fifth Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Developer has signed this Fifth Amendment to Declaration on the day and year first above written.

ATTEST:

QUAIL CREEK, INC.

  
John R. Clark, Secretary

By:   
Samuel M. Trivas, Vice President


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STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) to wit:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of October, 1988, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared SAMUEL M. TRIVAS, Vice President of Quail Creek, Inc., a body corporata of the State of Maryland, and he acknowledged the foregoing Fifth Amendment to Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

*Notary Public*  
Notary Public  


My Commission Expires:

7-1-90

*William O. Jensen* 10/27/88

PLEASE RETURN TO:  
PAY STATE TITLE COMPANY  
1 EAST REDWOOD STREET  
SUITE 401  
BALTIMORE, MD. 21202  
301 - 533-5878

SIXTH AMENDMENT TO DECLARATION  
ESTABLISHING  
QUAIL CREEK CONDOMINIUM

C RC/F 25.00  
DECLAR 04  
SA CLERK 25.00  
#87779 C001 R02 T12:00

THIS SIXTH AMENDMENT TO DECLARATION is made this 21<sup>st</sup> day of November, 1988, by QUAIL CREEK, INC., a Maryland corporation (the "Developer").

11/23/88

Introductory Statement

By the Declaration dated April 7, 1988, and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 7843, folio 62, et seq. (the "Original Declaration"), and by the Condominium Plat dated November 17, 1987, and recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 11, folio 38, et seq. (the "Original Condominium Plat"), the Developer subjected the Stage 1 property (as described in the Original Declaration and shown on the Original Condominium Plat) to a condominium regime known as "Quail Creek Condominium", expressly reserving for and unto itself, its successors and any assignee to whom the Developer specifically assigns such rights in writing, the right to expand and add to the condominium by subjecting one or more "Subsequent Stages", as that term is defined in the Original Declaration, to the condominium regime, all as more fully set forth in Article VIII of the Original Declaration.

By the First Amendment to Declaration dated May 4, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7855, folio 394, et seq. (the "First Amendment to Declaration"), and by the First Amendment to Condominium Plat dated May 5, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 58, et seq. (the "First Amendment to Condominium Plat"), the Developer added to the condominium the Stage 2 property.

By the Second Amendment to Declaration dated June 7, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7884, folio 580, et seq. (the "Second Amendment to Declaration"), and by the Second Amendment to Condominium Plat dated May 25, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 73, et seq. (the "Second Amendment to Condominium Plat"), the Developer added to the condominium the Stage 3 property.

By the Third Amendment to Declaration dated July 11, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7915, folio 229, et seq. (the "Third Amendment to Declaration"), and by the Third Amendment to Condominium Plat dated June 14, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 89, et seq. (the "Third Amendment to Condominium Plat"), the Developer added to the condominium the Stage 4 property.

By the Fourth Amendment to Declaration dated August 30, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7975, folio 780, et seq. (the "Fourth Amendment to Declaration"), and by the Fourth Amendment to Condominium Plat dated August 30, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book

S.M. No. 11, folio 128, et seq. (the "Fourth Amendment to Condominium Plat"), the Developer added to the condominium the Stage 5 property.

By the Fifth Amendment to Declaration dated October 28, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 8011, folio 87, et seq. (the "Fifth Amendment to Declaration"), and by the Fifth Amendment to Condominium Plat dated October 18, 1988, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 11, folio 146, et seq. (the "Fifth Amendment to Condominium Plat"), the Developer added to the condominium the Stage 6 property.

The Developer now desires to add Stage 7 (as described in Article VIII of the Original Declaration and as more fully described in Article I of this Sixth Amendment to Declaration) to the condominium.

In conjunction with this Sixth Amendment to Declaration, the Developer has recorded among the Land Records of Baltimore County in Condominium Plat Book S.M. No. 12, folio 1, et seq., an amendment to the Condominium Plat. Said plat amendment, prepared by M. L. N. Development Engineers, Inc., Land Surveyors, dated November 18, 1988, and entitled "Sixth Amendment to Condominium Plat, Quail Creek Condominium," is comprised of the following four (4) sheets: Sheet 1 (Site Plan - Parcel 7), Sheet 2 (Floor Plans - 14213 Quail Creek Way), Sheet 3 (Floor Plans - 14215 Quail Creek Way) and Sheet 4 (Floor Plans - 14217 Quail Creek Way). Said plat amendment is herein called the "Sixth Amendment to Condominium Plat".

The First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration and the Fifth Amendment to Declaration are herein collectively called the "Previous Amendments to Declaration". The term "Declaration", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the Original Declaration as amended by the Previous Amendments to Declaration and this Sixth Amendment to Declaration.

The First Amendment to Condominium Plat, the Second Amendment to Condominium Plat, the Third Amendment to Condominium Plat, the Fourth Amendment to Condominium Plat and the Fifth Amendment to Condominium Plat are herein collectively called the "Previous Amendments to Condominium Plat". The term "Condominium Plat", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the Original Condominium Plat as amended by the Previous Amendments to Condominium Plat and the Sixth Amendment to Condominium Plat.

NOW, THEREFORE, THIS SIXTH AMENDMENT TO DECLARATION WITNESSETH: That in exercise of the right reserved unto itself under Article VIII of the Original Declaration, the Developer does hereby amend the Declaration as follows:

#### ARTICLE I

The Developer hereby subjects to the regime established by the Condominium Act, and thereby adds to Quail Creek Condominium, the land,



buildings, units, common elements and property shown on the Sixth Amendment to Condominium Plat, all of which are hereby included within the terms "Stage 7 of the condominium", "Stage 7 property" and "Stage 7", as follows:

(a) Land.

(i) The land that is included within Stage 7 and is hereby added to the condominium is "Parcel 7", as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Parcel 7" on Sheet 1 of the Original Condominium Plat and on Sheet 1 of the Sixth Amendment to Condominium Plat.

(ii) The term "land", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the parcels of ground heretofore included within said term, and the parcel of ground added to the condominium pursuant to Paragraph (a)(i) of this Article I.

(b) Building.

(i) The buildings that are included within Stage 7 and are hereby added to the condominium are three (3) structures, two containing twelve (12) condominium units each and the third containing six (6) condominium units, which are constructed on Parcel 7 in accordance with the architectural, mechanical and other drawings therefor prepared by Menefee & Associates, Ltd., A.I.A. Architects, 2525 North Calvert Street, Baltimore, Maryland, entitled "Quail Creek Condominiums at Leveton Farms", dated April 19, 1987 (as itemized in Paragraph (c)(i) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each unit in each building, are contained on the Sixth Amendment to Condominium Plat.

(ii) The term "building", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, is hereby redefined to mean and include the structures heretofore included within said term, and the structures added to the condominium pursuant to Paragraph (b)(i) of this Article I.

(c) Units.

(i) The buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I are hereby divided into a total of thirty (30) units, each of which consists of the three dimensional area described, and designated as a "unit," in Paragraph (f)(i) of Article I of the Original Declaration. Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefor on the Sixth Amendment to Condominium Plat, as follows:

110, 112, 210, 212, 310 and 312, 14213 Quail Creek Way;  
105, 106, 107 and 108, 14215 Quail Creek Way;  
205, 206, 207 and 208, 14215 Quail Creek Way;  
305, 306, 307 and 308, 14215 Quail Creek Way;

101, 102, 103 and 104, 14217 Quail Creek Way;  
201, 202, 203 and 204, 14217 Quail Creek Way; and  
301, 302, 303 and 304, 14217 Quail Creek Way.

(ii) The total number of units contained within the condominium is now one hundred seventy-four (174).

(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(i), (b)(i) and (c)(i) of this Article I which are not part of any unit shall be common elements, as such term is defined in Paragraph (g)(i) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Paragraph (a) of Article V of the Original Declaration.

(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(ii) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 7 and is hereby added to the condominium consists of (A) the land added to the condominium pursuant to Paragraph (a)(i) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property", "condominium" and "condominium project", as defined in the Original Declaration and redefined in the Previous Amendments to Declaration, are each hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights heretofore included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights of way, covenants, conditions, restrictions, setbacks and easements set forth in Subparagraph (b)(i)(B), and Paragraph (d), of Article I of the Original Declaration.

ARTICLE II

Upon the recordation of this Sixth Amendment to Declaration and the Sixth Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1, 2, 3, 4, 5, 6, and 7 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and common expenses, shall be 1/174; and (b) the number of votes at meetings of the council of unit owners

appurtenant to each of the units in Stages 1, 2, 3, 4, 5, 6, and 7 of the condominium shall be one (1) vote.

ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the By-laws.

ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration and the Previous Amendments to Declaration, except to the extent hereby amended, and the By-Laws dated April 7, 1988 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7843, folio 100, et seq., are hereby ratified and confirmed, same to remain in full force and effect, to the end and intent that Stages 1, 2, 3, 4, 5, 6, and 7 of the condominium shall comprise and constitute one condominium regime, to be known as "Quail Creek Condominium", as established by the Original Declaration and expanded by the Previous Amendments to Declaration and this Sixth Amendment to Declaration.

(b) The terms, conditions, restrictions and provisions of this Sixth Amendment to Declaration shall be binding upon the 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 condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Sixth Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one 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 Developer under this Sixth Amendment to Declaration shall be exercisable and enforceable only by the Developer, its successors, and any assignees to whom the Developer specifically assigns such rights in writing.

(c) If any term, condition, restriction or provision of this Sixth Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this Sixth Amendment to 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 Sixth Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

266/170:11/18/88  
ADLOS

8033 PAGE 42

IN WITNESS WHEREOF, the Developer has signed this Sixth Amendment to Declaration on the day and year first above written.

ATTEST:

QUAIL CREEK, INC.

John R. Clark  
John R. Clark, Secretary

Samuel M. Trivas  
By: Samuel M. Trivas, Vice President

STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) to wit:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of November, 1988, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared SAMUEL M. TRIVAS, Vice President of Quail Creek, Inc., a body corporate of the State of Maryland, and he acknowledged the foregoing Sixth Amendment to Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Natalie Z. Lubarski  
Notary Public  
NATALIE Z. LUBARSKI  
017 9  
0

My Commission Expires:

7-1-90

REVIEWED FOR BALTIMORE COUNTY  
REQUIREMENTS  
William J. Johnson  
ASSISTANT COUNTY CLERK

PLEASE RETURN TO:  
BAY STATE TITLE COMPANY  
1 EAST REDWOOD STREET  
SUITE 401  
BALTIMORE, MD. 21282  
301-539-5878

ASSIGNMENT

THIS ASSIGNMENT is given this 10th day of September, in the year One Thousand Nine Hundred Ninety-three by QUAIL CREEK, INC., a Maryland corporation, herein called "Assignor" to COUNCIL of UNIT OWNERS OF QUAIL CREEK CONDOMINIUM, an unincorporated condominium association, herein called "Assignee".

WHEREAS, by Declaration of Covenants, Conditions and Restrictions dated April 7, 1988 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 7843, folio 56&c., herein called the "Declaration", Assignor, as Declarant therein, imposed certain Architectural Controls and Rules and Regulations with regard to the 10.529 acres, more or less, described therein and herein called the "Property"; and

WHEREAS, the Property has been fully developed as a residential condominium community and Assignor desires to assign its rights as Declarant under the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sets over, assigns and transfers unto Assignee all of the rights, duties and obligations of Declarant under the Declaration including, but not limited to, the right to exercise architectural control as set forth in Article II of the Declaration. Assignee as successor to Declarant shall also have all the rights, duties and obligations of the "Monitor" referred to in Article II of the Declaration.

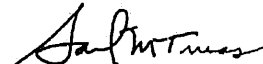
Assignee accepts the above Assignment, assumes all obligations of Declarant therein and agrees to perform all of the duties and obligations of Declarant set forth in the Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under their respective seals as of the day and year first above written.

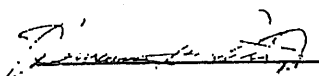
ATTEST:

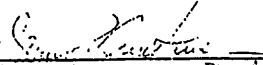
QUAIL CREEK, INC.



By:  (SEAL)  
Samuel M. Trivas, President

COUNCIL OF UNIT OWNERS OF  
QUAIL CREEK CONDOMINIUM



By:  (SEAL)  
President

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

RECORDED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

On this 14th day of September, 1993 before me, the undersigned officer, personally appeared Samuel M. Trivas, who acknowledged himself to be the President of Quail Creek, Inc., a corporation, and he acknowledged the foregoing Assignment to be the act of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: November 17, 1994

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

On this 10th day of September, 1993 before me, the undersigned officer, personally appeared James Berns Field, who acknowledged himself to be the President of the Council of Unit Owners of Quail Creek Condominium, and that as President, being authorized so to do, executed the foregoing Assignment for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: 02/24/95

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY THE UNDERSIGNED ATTORNEY, DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND, OR BY AN EMPLOYEE OF SUCH ATTORNEY.

[Signature]  
Thomas J. Doud, Jr.  
Attorney-at-Law

Mail to: Thomas J. Doud, Jr., Esquire  
233 East Redwood Street  
Baltimore, Maryland 21202

**Baltimore County, Maryland  
Land Instrument Intake Sheet**

(Type or print in black ink only—all copies must be legible)

In compliance with Baltimore County Code, 1978, Title 33, Taxation, Article III, §§3-126 through 33-140, as amended, and the Annotated Code of Maryland, Tax-Property Article, §12-101 through 12-113, as amended, and Tax-Property Article, §13-101 through 13-108, as amended, it is certified that an instrument of writing stated summarizing title to, or creating liens or encumbrances upon, real or personal property is offered for record in the County. The property conveyed, or on which a lien or encumbrance is created, is identified as follows:

1 Description of Property (Check box(es) for item(s) to be indexed in land records)

2 Transferred From

3 Transferred To

4 Type of Instrument

5 Exemptions (Cite authority or explain briefly)

6 Consideration and Tax Calculations

7 Fees and Recording Instructions

8 Contact/Mail Information

9 Certification

10 Assessment Information

Space Reserved for Circuit Clerk Recording Validation

C REC/F 12.00  
CC IMP 2.00  
ASSIGN 0 N  
ASSIGN 0 N  
SM CLERK 14.00  
#27294 1001 R02 113142  
10/18/93

P. J. GARDON  
 Director of Finance  
 BALTIMORE COUNTY, MARYLAND  
 9-27-93, Sec. 33 139  
 CR

Optional Expediting Information

Was property surveyed? If yes, attach copy of survey. If partial conveyance, balance of acreage:

Complete description of property conveyed (subdivision, lot, block, section, plat ref., acreage):

Location and improvement address:

Assessment Use Only - Do Not Write Below This Line

Terminal Verification Agricultural Verification

Deed Platting Deed Reference

CE 62-9932 SM 10077, p. 0100

034683 046

## Amendment to Article VI, Section (C) of the Quail Creek Condominium Declaration

As set forth herein, this Amendment is intended to amend and replace Article VI, Section C of the Declaration of the Council of Unit Owners of the Quail Creek Condominium which are recorded in liber 7843, folio 62 et seq. of the land records of Baltimore County, Maryland.

(c) Leases.

(1) In order (i) to protect the equity of the unit owners, (ii) to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a residential development of predominately owner-occupied residential condominium units and by preventing the Condominium from assuming the character of an apartment or transient complex; and (iii) to comply with the eligibility requirements of financing of the Federal National Mortgage Association insofar as such criteria provides that the Condominium be substantially owner-occupied, leasing of units shall be restricted in accordance with the restrictions imposed by this Section.

- (A) On or after January 1, 2014, no unit owner may lease his unit until the owner has held legal title to the unit for forty-eight (48) consecutive months prior to the lease going into effect except as provided herein.
- (B) The restrictions contained in subsection (A) herein shall not apply to any unit owner who holds legal title to a unit within the Condominium on or before December 31, 2013.

(2) Leasing of Units

- (A) Effective January 1, 2014, a unit may be leased only upon all of the requirements of this section being met.
- (B) Effective January 1, 2014, a unit owner meeting the requirements to lease their unit shall provide a copy of their lease to the Board of Directors or the management company at least ten (10) days prior to leasing the unit. If an owner is leasing his unit prior to January 1, 2014, such owner shall provide a copy of the lease to the Board of Directors or the management company by no later than January 1, 2014.
- (C) When a leased unit is sold, the lease may continue to its expiration and the new owner may renew the lease of the current tenant but may not lease the



034683 047

unit to another occupant until meeting the requirement of sections (C)(1)(A) herein.

- (D) For purposes of this section, occupancy of a unit as his principal residence by a person or persons who is not the title owner of the unit, whether or not pursuant to a written lease or occupancy agreement, even if for no charge, monetary or otherwise, shall be deemed to be "leasing" of the unit.
- (E) For those units owned by a corporation, limited liability company, partnership or trust, only an officer, director, partner, or beneficiary of each may occupy the unit for such occupancy not to constitute "leasing" of the unit. Any person living in the unit who is not an officer, director, partner or beneficiary of the corporate owner, whether pursuant to a written lease or occupancy agreement, even if for no charge, monetary or otherwise, shall be deemed to be "leasing" the unit unless such unit is also being occupied by an officer, director, partner, or beneficiary of the corporate owner.
- (F) No subleasing of a unit is permitted at any time unless otherwise approved by the Board of Directors.
- (G) Exceptions. A unit may be non-owner-occupied under the following circumstances:
- (i) An owner may lease back his unit from the buyer of his unit up to three (3) months from the date of settlement. Thereafter, the unit must be owner-occupied until meeting the requirements of section (C)(1)(A) herein.
  - (ii) At the sole discretion of the Board of Directors, upon the written presentation of an exceptional reason for a unit owner to lease his unit prior to meeting the requirements of section (C)(1)(A) herein, the Board of Directors shall be empowered to allow a unit owner to lease his unit under terms and conditions as set forth by the Board of Directors despite the unit owner not meeting the requirements of section (C)(1)(A) herein. The decision whether an exceptional reason exists shall rest with the Board of Directors, in its sole discretion and shall only be approved upon the affirmative vote of at least Eighty Percent (80%) of the entire Board of Directors.

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(3) If a unit owner violates the non-leasing provision contained herein and continues to lease his unit after being notified of the violation, the unit owner shall be instructed to evict the tenant and the owner will be fined twenty-five dollars (\$25.00) per day until the eviction of the renter takes place. If a unit owner refuses to evict his tenant, the Board of Directors may evict the tenant in which case the unit owner shall be responsible for all expenses incurred by the Council, including but not limited to, the actual cost of the eviction proceeding, reasonable attorney's fees, including paralegal/law clerk fees and all other costs incurred by the Council in evicting the tenant regardless of whether a formal eviction proceeding is filed. Furthermore, in the event the Condominium or the unit owner is required to evict a tenant and remove the personal belongings of the tenant from the unit, the Owner will be responsible to pay the actual cost of the removal of the personal property from the unit as well as from the Condominium property. The Owner will be assessed an administrative fee, as determined by the Board of Directors, to cover the cost of the Condominium overseeing the removal and disposal of the items.

(4) In those instances where leasing of a unit is permitted, every lease for a Condominium unit shall be in writing, for a term of not less than one (1) year, and shall provide that the tenant under the lease shall be subject to and comply with the provisions of the Declaration, By-Laws, and such Rules and Regulations as they may be amended from time to time, and that the failure of the tenant to comply shall be a default under the lease.

(5) All leases must be signed by the proposed occupant and shall include those provisions required by the Board of Directors from time to time, including but not limited to the following:

- (A) the rights of the tenant, and those persons in the unit with the permission of the tenant, to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration, Plat, these By-laws and any other Rules and Regulations of the Condominium;
- (B) the failure of the tenant, or any person in the unit with the permission or consent (expressed or implied) of the tenant, to comply with the provisions of the Declaration, these By-laws and any other Rules and Regulations of the Condominium shall constitute a material default under the lease; and
- (C) the Board of Directors is empowered to evict any tenant that violates any provision of the governing documents of the Condominium upon the Board of Directors notifying the owner of the Board of Directors' request for the eviction of the tenant after a material default has occurred and the owner's failure to comply with the Board of Directors' request within the time specified by the Board of Directors.

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(6) Each unit owner does hereby designate the Board of Directors or its nominee (which may be the Management Agent) as attorney-in-fact for the unit owner-landlord to enforce the terms of the lease, including, but not limited to, termination of the lease and institution of an action for eviction, for breach of the lease by tenant for failure to comply with any of the provisions of the Declaration, By-Laws, an/or such Rules and Regulations.

(7) The owner of a Condominium unit is responsible for any damage done to the common elements of the Condominium by anyone moving into or out of the owner's unit. The amount of damage shall be assessed by the Board of Directors 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 lien against the unit, the same as the monthly assessment.

(8) Every lease, whether specifically stated therein or not, shall provide that such lease is subject to the provisions of the Declaration, By-Laws and Rules and Regulations, and any and all amendments thereto.

(9) As a condition upon leasing a unit, the unit owner and tenant agree that in the event the unit owner defaults in the payment of any regular or special assessment, fee, fine, administrative fee, cost of collection, late fee, interest, attorney fee, and other expense or charge due and payable to the Condominium:

- (A) the Condominium, through its Board of Directors or managing agent, is hereby authorized to collect directly from the tenant all rental payments and other monies payable to the unit owner by the tenant, until such time as the Condominium is paid all accrued and unpaid assessments, fees, fines, administrative fees, costs of collection, late fees, interest, attorney fees, and other expenses that are due the Condominium from the unit owner;
- (B) the unit owner, upon such default herein referred to, does hereby assign and otherwise transfer to the Condominium all of the rents and other monies due or that subsequently may arise or become due from tenant to the unit owner, until such time as the Condominium is paid all sums due the Condominium from the unit owner;
- (C) the unit owner and tenant consent to the assignment of all rental payments and monies, and do appoint and recognize the Condominium as the true and lawful attorney-in-fact for the unit owner, with full powers of substitution, to collect and receive from the tenant such sums as are due to the Condominium from the unit owner until such time as the Condominium is paid for all sums due the Condominium from the unit owner;

034683 050

- (D) tenant, upon written notice from the Condominium or its agent, servant or attorney upon such default, shall immediately pay the Condominium all sums otherwise due, or that become due, to the unit owner under the lease until such time as the Condominium is paid all sums due it from the unit owner; and
- (E) the tenant and unit owner agree that tenant's failure or delay in paying the monies becoming due under the lease to the Condominium after being notified to do so, shall constitute a material default under the lease and the Condominium shall have the immediate right to move to evict the tenant from the unit, at the sole cost and expense of the unit owner and tenant, and/or to obtain a confessed judgment against the tenant for the monies tenant failed to pay the Condominium after being notified to do so. To secure the payment of the assigned monies due the Condominium, tenant expressly and irrevocably authorizes any attorney of any court of record to appear for the tenant and to confess a judgment, without process, in favor of the Condominium against the tenant for such amount thereof as may be unpaid by tenant, together with the costs of such proceedings, including reasonable attorney fees.
- (F) Every lease, whether specifically stated therein or not, shall provide that such lease is subject to the provisions of the Declaration, By-Laws and Rules and Regulations, and any and all amendments thereto.

034683 051

IN WITNESS WHEREOF, this Amendment to the Declaration of the Council of Unit Owners of the Quail Creek Condominium is declared to be the act of the Council of Unit Owners in accordance with the Declaration and By-Laws.

Council of Unit Owners of the  
Quail Creek Condominium

Clayton Gertz  
By: Clayton Gertz, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of JANUARY, 2014, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Clayton Gertz, President for Council of Unit Owners of the Quail Creek Condominium, and acknowledged the foregoing to be the act of said Condominium and he further acknowledged and certified that he is the person specified in the By-Laws to execute the amendment to the Declaration of the Condominium.

Beverley D. Gotinsky  
Notary Public

My Commission Expires: 12/16/2015 Beverley D. Gotinsky

THIS IS TO CERTIFY that the within Amendment to the Declaration was prepared by, or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

John M. Oliveri, Esq.  
John M. Oliveri, Esq.

AFTER RECORDING,  
PLEASE RETURN TO:  
Oliveri & Associates, LLC  
The Law Office of John M. Oliveri  
635 Bestgate Road, Suite 200  
Annapolis, Maryland 21401  
(410) 295-3000

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34683, p. 0051, MS E62\_34539. Date available 02/14/2014. Printed 02/26/2014.

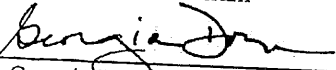
034683 052

CERTIFICATE OF SECRETARY  
OF THE COUNCIL OF UNIT OWNERS OF THE QUAIL CREEK CONDOMINIUM FILED  
PURSUANT TO SECTION 11-103 OF THE REAL PROPERTY ARTICLE OF THE  
ANNOTATED CODE OF MARYLAND

I HEREBY CERTIFY AS FOLLOWS:

1. That I am the person designated pursuant to Article VI, Section 4 of the By-Laws of the Council of Unit Owners of the Quail Creek Condominium to count and record the votes at the meeting of the Council of Unit Owners of the Quail Creek Condominium held on October 10, 2013 and any continuance thereof.
2. That the amendment to Article VI, Section C of the Declaration was duly approved by unit owners having the required percentage of votes at a meeting of the Council of Unit Owners of the Quail Creek Condominium held on October 10, 2013 and any continuance thereof, such vote being reaffirmed as set forth herein and shall be effective upon recordation.
3. That the amendment to Article VI, Section C of the Declaration of the Council of Unit Owners of the Quail Creek Condominium was approved by One Hundred Forty-Two (142) votes in favor of the amendment, with Fourteen (14) votes against the amendment and Two (2) abstentions thereto.
4. As of October 10, 2013, there were One Hundred Seventy-Four (174) unit owners of which One Hundred Sixty-Nine (169) were eligible to vote on the amendment.
5. The amendment to Article VI, Section C was approved by over eighty percent (80%) of the unit owners of the Council of Unit Owners of the Quail Creek Condominium

Council of Unit Owners of  
Quail Creek Condominium

  
By: Georgia Derr, Secretary

034683 053

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of JANUARY, 2014, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Georgia Dorn, Secretary for Council of Unit Owners of the Quail Creek Condominium, and acknowledged the foregoing to be the act of said Condominium and she further acknowledged and certified that she is the person specified in the By-Laws to tally votes at meetings of the Condominium and that the foregoing was approved by the percentage of votes required by Section 11-103 of the Maryland Condominium Act.

Beverley D. Gotinsky  
Notary Public

My Commission Expires: 12/16/2015 Beverley D. Gotinsky

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34683, p. 0053, ME 1E62\_34539. Date available 02/14/2014. Printed 02/26/2014.

034683 054

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34683, p. 0054, MSA\_CE62\_34539, Date available 02/14/2014, Printed 02/26/2014.

**State of Maryland Land Instrument Intake Sheet**  
 Baltimore City  County, Baltimore  
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Check Box if addendum Intake Form is Attached.

<b>1</b> Type(s) of Instruments	<input type="checkbox"/> Deed <input type="checkbox"/> Deced of Trust <input type="checkbox"/> Mortgage Lease <input checked="" type="checkbox"/> Other Declaration amendment <input type="checkbox"/> Other					
<b>2</b> Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]		
<b>3</b> Tax Exemptions (if applicable)	Recordation State Transfer County Transfer					
<b>4</b> Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration			
	Purchase Price/Consideration	\$	Transfer Tax Consideration	\$		
	Any New Mortgage	\$	X ( ) % =	\$		
	Balance of Existing Mortgage	\$	Less Exemption Amount	\$		
	Other:	\$	Total Transfer Tax	\$		
	Other:	\$	Recordation Tax Consideration	\$		
	Full Cash Value:	\$	X ( ) per \$500 =	\$		
			TOTAL DUE	\$		
<b>5</b> Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:		
	Recording Charge	\$ 40.00	\$	Tax Bill:		
	Surcharge	\$ 20.00	\$	C.B. Credit:		
	State Recordation Tax	\$	\$	Ag. Tax/Other:		
	State Transfer Tax	\$	\$			
	County Transfer Tax	\$	\$			
	Other	\$	\$			
	Other	\$	\$			
<b>6</b> Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	08	DECLARATION		0034		( ) (5)
	Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.
	Quali Creek Condominium					SqFt/Acreage (4)
	Location/Address of Property Being Conveyed (2)					
	Other Property Identifiers (if applicable)					
	Water Meter Account No.					
	Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:					
	Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:					
	If Partial Conveyance, List Improvements Conveyed:					
<b>7</b> Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)		
	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)		
<b>8</b> Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)		
	New Owner's (Grantee) Mailing Address					
<b>9</b> Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)		
<b>10</b> Contact/Mail Information	Instrument Submitted By or Contact Person				<input checked="" type="checkbox"/> Return to Contact Person	
	Name: John M. Oliveri, Esq.				<input type="checkbox"/> Hold for Pickup	
	Firm: Oliveri & Associates, LLC				<input type="checkbox"/> Return Address Provided	
	Address: 635 N. Besgate Road, Suite 200					
	Annapolis, Maryland 21401		Phone: (410) 295-3000			
<b>11</b> IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
Assessment Information	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?			
	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify.			
	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (If recorded, no copy required).			
Assessment Use Only - Do Not Write Below This Line						
Terminal Verification	Agricultural Verification		Whole	Part	Tran. Process Verification	
Transfer Number	Date Received:		Deed Reference:		Assigned Property No.:	
Year	20	20	Geo. TAX (V) RECORDED		Sub	Block
Land			CLERK OF BUDGET AND FINANCE		Plat	Lot
Buildings			BALTIMORE COUNTY, MARYLAND		Section	Occ. Cd.
Total			Town Cd.		Ex. St.	Ex. Cd.
REMARKS:	<input type="checkbox"/> COUNTY TRANSFER TAX					
	Per: <i>[Signature]</i> Sec. 33-139					
	<input type="checkbox"/> RECORDATION TAX					
	Per: <i>[Signature]</i> T.P. ART 12-108					
	Date: 2-26-14					

THP FD SURE 40.00  
 RECORDING FEE 29.00  
 TOTAL 69.00  
 REC# 8482 Rct # 52774  
 JLE BC Blk # 722  
 Feb 11, 2014 02:43 PM

Space Reserved for County Validation



034683 046

## Amendment to Article VI, Section (C) of the Quail Creek Condominium Declaration

As set forth herein, this Amendment is intended to amend and replace Article VI, Section C of the Declaration of the Council of Unit Owners of the Quail Creek Condominium which are recorded in liber 7843, folio 62 et seq. of the land records of Baltimore County, Maryland.

(c) Leases.

(1) In order (i) to protect the equity of the unit owners, (ii) to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a residential development of predominately owner-occupied residential condominium units and by preventing the Condominium from assuming the character of an apartment or transient complex; and (iii) to comply with the eligibility requirements of financing of the Federal National Mortgage Association insofar as such criteria provides that the Condominium be substantially owner-occupied, leasing of units shall be restricted in accordance with the restrictions imposed by this Section.

- (A) On or after January 1, 2014, no unit owner may lease his unit until the owner has held legal title to the unit for forty-eight (48) consecutive months prior to the lease going into effect except as provided herein.
- (B) The restrictions contained in subsection (A) herein shall not apply to any unit owner who holds legal title to a unit within the Condominium on or before December 31, 2013.

(2) Leasing of Units

- (A) Effective January 1, 2014, a unit may be leased only upon all of the requirements of this section being met.
- (B) Effective January 1, 2014, a unit owner meeting the requirements to lease their unit shall provide a copy of their lease to the Board of Directors or the management company at least ten (10) days prior to leasing the unit. If an owner is leasing his unit prior to January 1, 2014, such owner shall provide a copy of the lease to the Board of Directors or the management company by no later than January 1, 2014.
- (C) When a leased unit is sold, the lease may continue to its expiration and the new owner may renew the lease of the current tenant but may not lease the

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unit to another occupant until meeting the requirement of sections (C)(1)(A) herein.

- (D) For purposes of this section, occupancy of a unit as his principal residence by a person or persons who is not the title owner of the unit, whether or not pursuant to a written lease or occupancy agreement, even if for no charge, monetary or otherwise, shall be deemed to be "leasing" of the unit.
- (E) For those units owned by a corporation, limited liability company, partnership or trust, only an officer, director, partner, or beneficiary of each may occupy the unit for such occupancy not to constitute "leasing" of the unit. Any person living in the unit who is not an officer, director, partner or beneficiary of the corporate owner, whether pursuant to a written lease or occupancy agreement, even if for no charge, monetary or otherwise, shall be deemed to be "leasing" the unit unless such unit is also being occupied by an officer, director, partner, or beneficiary of the corporate owner.
- (F) No subleasing of a unit is permitted at any time unless otherwise approved by the Board of Directors.
- (G) Exceptions. A unit may be non-owner-occupied under the following circumstances:
  - (i) An owner may lease back his unit from the buyer of his unit up to three (3) months from the date of settlement. Thereafter, the unit must be owner-occupied until meeting the requirements of section (C)(1)(A) herein.
  - (ii) At the sole discretion of the Board of Directors, upon the written presentation of an exceptional reason for a unit owner to lease his unit prior to meeting the requirements of section (C)(1)(A) herein, the Board of Directors shall be empowered to allow a unit owner to lease his unit under terms and conditions as set forth by the Board of Directors despite the unit owner not meeting the requirements of section (C)(1)(A) herein. The decision whether an exceptional reason exists shall rest with the Board of Directors, in its sole discretion and shall only be approved upon the affirmative vote of at least Eighty Percent (80%) of the entire Board of Directors.

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(3) If a unit owner violates the non-leasing provision contained herein and continues to lease his unit after being notified of the violation, the unit owner shall be instructed to evict the tenant and the owner will be fined twenty-five dollars (\$25.00) per day until the eviction of the renter takes place. If a unit owner refuses to evict his tenant, the Board of Directors may evict the tenant in which case the unit owner shall be responsible for all expenses incurred by the Council, including but not limited to, the actual cost of the eviction proceeding, reasonable attorney's fees, including paralegal/law clerk fees and all other costs incurred by the Council in evicting the tenant regardless of whether a formal eviction proceeding is filed. Furthermore, in the event the Condominium or the unit owner is required to evict a tenant and remove the personal belongings of the tenant from the unit, the Owner will be responsible to pay the actual cost of the removal of the personal property from the unit as well as from the Condominium property. The Owner will be assessed an administrative fee, as determined by the Board of Directors, to cover the cost of the Condominium overseeing the removal and disposal of the items.

(4) In those instances where leasing of a unit is permitted, every lease for a Condominium unit shall be in writing, for a term of not less than one (1) year, and shall provide that the tenant under the lease shall be subject to and comply with the provisions of the Declaration, By-Laws, and such Rules and Regulations as they may be amended from time to time, and that the failure of the tenant to comply shall be a default under the lease.

(5) All leases must be signed by the proposed occupant and shall include those provisions required by the Board of Directors from time to time, including but not limited to the following:

- (A) the rights of the tenant, and those persons in the unit with the permission of the tenant, to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration, Plat, these By-laws and any other Rules and Regulations of the Condominium;
- (B) the failure of the tenant, or any person in the unit with the permission or consent (expressed or implied) of the tenant, to comply with the provisions of the Declaration, these By-laws and any other Rules and Regulations of the Condominium shall constitute a material default under the lease; and
- (C) the Board of Directors is empowered to evict any tenant that violates any provision of the governing documents of the Condominium upon the Board of Directors notifying the owner of the Board of Directors' request for the eviction of the tenant after a material default has occurred and the owner's failure to comply with the Board of Directors' request within the time specified by the Board of Directors.

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(6) Each unit owner does hereby designate the Board of Directors or its nominee (which may be the Management Agent) as attorney-in-fact for the unit owner-landlord to enforce the terms of the lease, including, but not limited to, termination of the lease and institution of an action for eviction, for breach of the lease by tenant for failure to comply with any of the provisions of the Declaration, By-Laws, an/or such Rules and Regulations.

(7) The owner of a Condominium unit is responsible for any damage done to the common elements of the Condominium by anyone moving into or out of the owner's unit. The amount of damage shall be assessed by the Board of Directors 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 lien against the unit, the same as the monthly assessment.

(8) Every lease, whether specifically stated therein or not, shall provide that such lease is subject to the provisions of the Declaration, By-Laws and Rules and Regulations, and any and all amendments thereto.

(9) As a condition upon leasing a unit, the unit owner and tenant agree that in the event the unit owner defaults in the payment of any regular or special assessment, fee, fine, administrative fee, cost of collection, late fee, interest, attorney fee, and other expense or charge due and payable to the Condominium:

- (A) the Condominium, through its Board of Directors or managing agent, is hereby authorized to collect directly from the tenant all rental payments and other monies payable to the unit owner by the tenant, until such time as the Condominium is paid all accrued and unpaid assessments, fees, fines, administrative fees, costs of collection, late fees, interest, attorney fees, and other expenses that are due the Condominium from the unit owner;
- (B) the unit owner, upon such default herein referred to, does hereby assign and otherwise transfer to the Condominium all of the rents and other monies due or that subsequently may arise or become due from tenant to the unit owner, until such time as the Condominium is paid all sums due the Condominium from the unit owner;
- (C) the unit owner and tenant consent to the assignment of all rental payments and monies, and do appoint and recognize the Condominium as the true and lawful attorney-in-fact for the unit owner, with full powers of substitution, to collect and receive from the tenant such sums as are due to the Condominium from the unit owner until such time as the Condominium is paid for all sums due the Condominium from the unit owner;

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- (D) tenant, upon written notice from the Condominium or its agent, servant or attorney upon such default, shall immediately pay the Condominium all sums otherwise due, or that become due, to the unit owner under the lease until such time as the Condominium is paid all sums due it from the unit owner; and
- (E) the tenant and unit owner agree that tenant's failure or delay in paying the monies becoming due under the lease to the Condominium after being notified to do so, shall constitute a material default under the lease and the Condominium shall have the immediate right to move to evict the tenant from the unit, at the sole cost and expense of the unit owner and tenant, and/or to obtain a confessed judgment against the tenant for the monies tenant failed to pay the Condominium after being notified to do so. To secure the payment of the assigned monies due the Condominium, tenant expressly and irrevocably authorizes any attorney of any court of record to appear for the tenant and to confess a judgment, without process, in favor of the Condominium against the tenant for such amount thereof as may be unpaid by tenant, together with the costs of such proceedings, including reasonable attorney fees.
- (F) Every lease, whether specifically stated therein or not, shall provide that such lease is subject to the provisions of the Declaration, By-Laws and Rules and Regulations, and any and all amendments thereto.

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IN WITNESS WHEREOF, this Amendment to the Declaration of the Council of Unit Owners of the Quail Creek Condominium is declared to be the act of the Council of Unit Owners in accordance with the Declaration and By-Laws.

Council of Unit Owners of the  
Quail Creek Condominium

Clayton Gertz  
By: Clayton Gertz, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of JANUARY, 2014, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Clayton Gertz, President for Council of Unit Owners of the Quail Creek Condominium, and acknowledged the foregoing to be the act of said Condominium and he further acknowledged and certified that he is the person specified in the By-Laws to execute the amendment to the Declaration of the Condominium.

Beverley D. Gotinsky  
Notary Public

My Commission Expires: 12/16/2015 Beverley D. Gotinsky

THIS IS TO CERTIFY that the within Amendment to the Declaration was prepared by, or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

John M. Oliveri, Esq.  
John M. Oliveri, Esq.

AFTER RECORDING,  
PLEASE RETURN TO:  
Oliveri & Associates, LLC  
The Law Office of John M. Oliveri  
635 Bestgate Road, Suite 200  
Annapolis, Maryland 21401  
(410) 295-3000

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34683, p. 0051, MSA\_CE62\_34539. Date available 02/14/2014. Printed 02/26/2014.

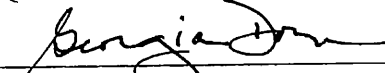
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CERTIFICATE OF SECRETARY  
OF THE COUNCIL OF UNIT OWNERS OF THE QUAIL CREEK CONDOMINIUM FILED  
PURSUANT TO SECTION 11-103 OF THE REAL PROPERTY ARTICLE OF THE  
ANNOTATED CODE OF MARYLAND

I HEREBY CERTIFY AS FOLLOWS:

1. That I am the person designated pursuant to Article VI, Section 4 of the By-Laws of the Council of Unit Owners of the Quail Creek Condominium to count and record the votes at the meeting of the Council of Unit Owners of the Quail Creek Condominium held on October 10, 2013 and any continuance thereof.
2. That the amendment to Article VI, Section C of the Declaration was duly approved by unit owners having the required percentage of votes at a meeting of the Council of Unit Owners of the Quail Creek Condominium held on October 10, 2013 and any continuance thereof, such vote being reaffirmed as set forth herein and shall be effective upon recordation.
3. That the amendment to Article VI, Section C of the Declaration of the Council of Unit Owners of the Quail Creek Condominium was approved by One Hundred Forty-Two (142) votes in favor of the amendment, with Fourteen (14) votes against the amendment and Two (2) abstentions thereto.
4. As of October 10, 2013, there were One Hundred Seventy-Four (174) unit owners of which One Hundred Sixty-Nine (169) were eligible to vote on the amendment.
5. The amendment to Article VI, Section C was approved by over eighty percent (80%) of the unit owners of the Council of Unit Owners of the Quail Creek Condominium

Council of Unit Owners of  
Quail Creek Condominium

  
By: Georgia Dorn, Secretary

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STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13 day of JANUARY, 2014, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared Georgia Dorn, - Secretary for Council of Unit Owners of the Quail Creek Condominium, and acknowledged the foregoing to be the act of said Condominium and she further acknowledged and certified that she is the person specified in the By-Laws to tally votes at meetings of the Condominium and that the foregoing was approved by the percentage of votes required by Section 11-103 of the Maryland Condominium Act.

Beverley D. Gotinsky  
Notary Public

My Commission Expires: 12/10/2015 Beverley D. Gotinsky



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### State of Maryland Land Instrument Intake Sheet

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

Stamp: HP FD SURE 48.00  
RECORDING FEE 28.00  
TOTAL 68.00  
Recpt # 52774  
JLE BC Blk # 722  
Feb 11, 2014 02:43 PM

1 Type(s) of Instruments:  Deed,  Deed of Trust,  Mortgage Lease,  Other Declaration amendment,  Other

2 Conveyance Type Check Box:  Improved Sale Arms-Length [1],  Unimproved Sale Arms-Length [2],  Multiple Accounts Arms-Length [3],  Not an Arms-Length Sale [9]

3 Tax Exemptions (if applicable):  Recordation,  State Transfer,  County Transfer

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	\$
Any New Mortgage	\$
Balance of Existing Mortgage	\$
Other:	\$
Other:	\$
Full Cash Value:	\$

Finance Office Use Only  
Transfer and Recordation Tax Consideration

Transfer Tax Consideration	\$
X ( ) % =	\$
Less Exemption Amount	\$
Total Transfer Tax	\$
Recordation Tax Consideration	\$
X ( ) per \$500 =	\$
TOTAL DUE	\$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	\$ 40.00	\$
Surcharge	\$ 20.00	\$
State Recordation Tax	\$	\$
State Transfer Tax	\$	\$
County Transfer Tax	\$	\$
Other	\$	\$
Other	\$	\$

Agent: \_\_\_\_\_  
Tax Bill: \_\_\_\_\_  
C.B. Credit: \_\_\_\_\_  
Ag. Tax/Other: \_\_\_\_\_

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District: 08, Property Tax ID No. (1): DECATON, Grantor Liber/Folio: 0034, Map: 0034, Parcel No.: [ ] (5), Var. LOG: [ ] (5)

Subdivision Name: Quall Creek Condominium, Lot (3a):, Block (3b):, Sect/AR (3c):, Plat Ref.:, Sq Ft/Acreage (4):

Location/Address of Property Being Conveyed (2): \_\_\_\_\_

Other Property Identifiers (if applicable): \_\_\_\_\_

Water Meter Account No.: \_\_\_\_\_

Residential  or Non-Residential  Fee Simple  or Ground Rent  Amount: \_\_\_\_\_

Partial Conveyance?  Yes  No Description/Amt. of SqFt/Acreage Transferred: \_\_\_\_\_

7 Transferred From

Doc. 1 - Grantor(s) Name(s): \_\_\_\_\_

Doc. 2 - Grantor(s) Name(s): \_\_\_\_\_

Doc. 1 - Owner(s) of Record, if Different from Grantor(s): \_\_\_\_\_

Doc. 2 - Owner(s) of Record, if Different from Grantor(s): \_\_\_\_\_

Doc. 1 - Grantee(s) Name(s): \_\_\_\_\_

Doc. 2 - Grantee(s) Name(s): \_\_\_\_\_

8 Transferred To

New Owner's (Grantee) Mailing Address: \_\_\_\_\_

Doc. 1 - Additional Names to be Indexed (Optional): \_\_\_\_\_

Doc. 2 - Additional Names to be Indexed (Optional): \_\_\_\_\_

9 Other Names to Be Indexed

10 Contact/Mail Information

Instrument Submitted By or Contact Person:  Return to Contact Person,  Hold for Pickup,  Return Address Provided

Name: John M. Oliveri, Esq., Firm: Oliveri & Associates, LLC, Address: 635 N. Bestgate Road, Suite 200, Annapolis, Maryland 21401, Phone: (410) 295-3000

11 Assessment Information

IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Will the property being conveyed be the grantee's principal residence? Yes  No

Does transfer include personal property? If yes, identify: Yes  No

Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). Yes  No

Assessment Use Only - Do Not Write Below This Line

Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification
Transfer Number	Date Received:	Deed Reference:	Assigned Property No.:	
Year	20	20	Geo. TAX NOT RECORDED	Block
Land			Director of Budget and Finance	Sub
Buildings			BALTIMORE COUNTY, MARYLAND	Plat
Total			Town Cd.	Section
			Ex. St.	Occ. Cd.
			Ex. Cd.	

REMARKS:  COUNTY TRANSFER TAX Per [Signature] Sec 33-139

RECORDATION TAX Per [Signature] T.P. ART 12-108

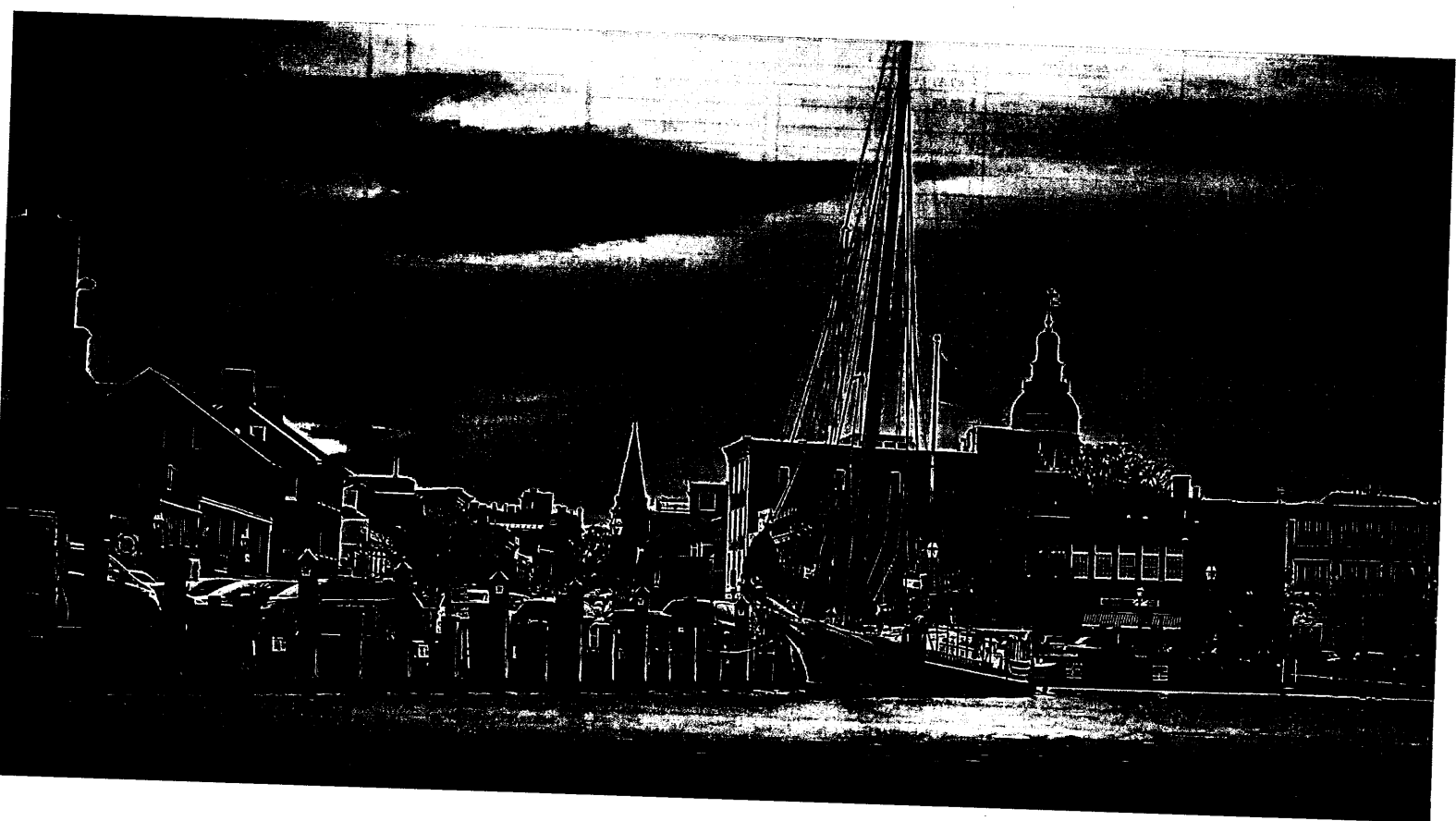
Date: 2-6-14

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34683, p. 0054, MSA\_CEB2\_34539, Date available 02/14/2014, Printed 02/26/2014.

Space Reserved for County Validation

# Quail Creek Condominium Association

Income/Expense Statement (YTD)



 **PELICAN**  
PROPERTY MANAGEMENT

**Income Statement**

**Pelican Property Management Company**

Properties: Quail Creek Condominium Association - 8725 Loch Raven Blvd Ste 201 Towson, MD 21286

As of: Apr 2022

Accounting Basis: Cash

GL Account Map: None - Use master chart of accounts

Level of Detail: Detail View

Include Zero Balance GL Accounts: No

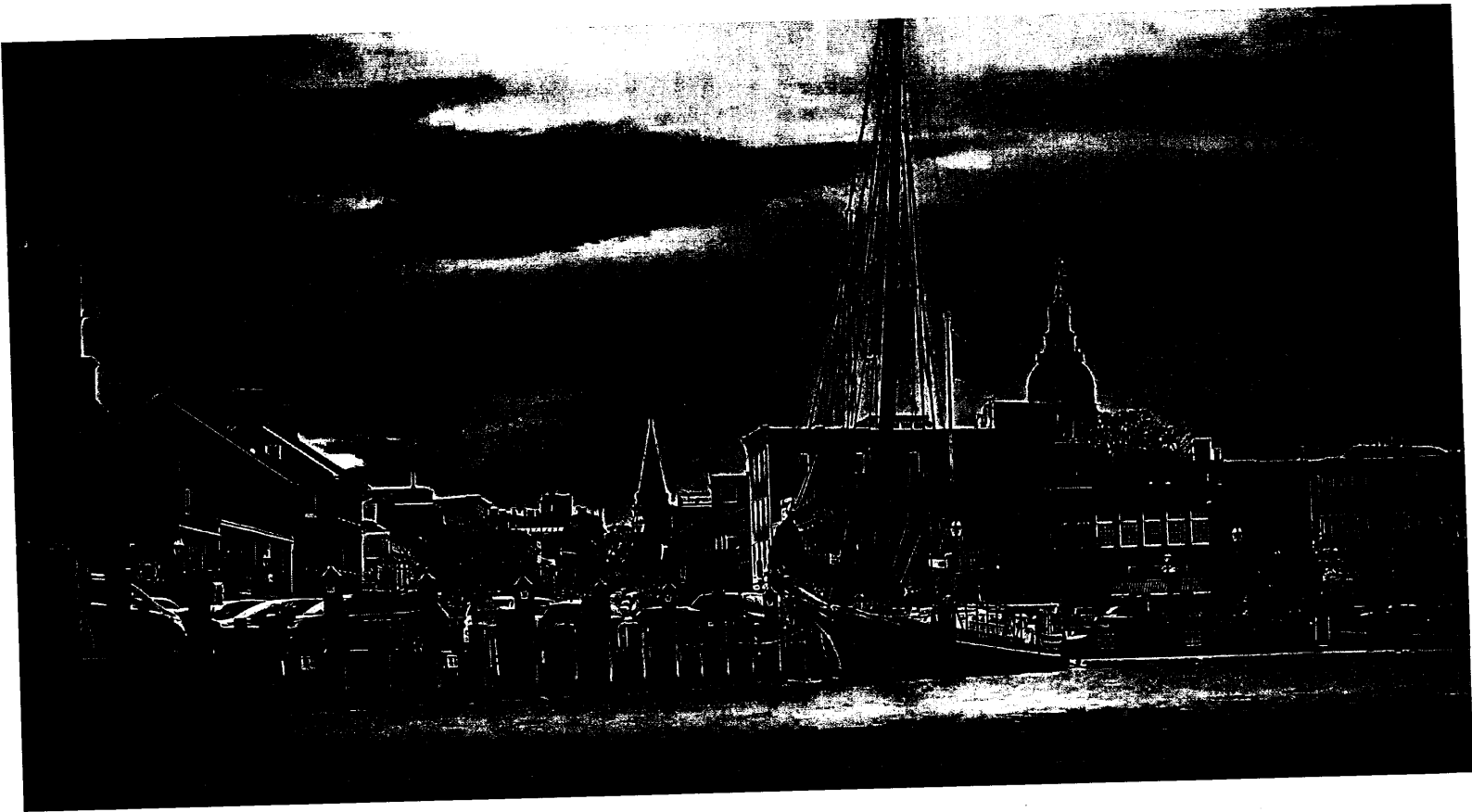
Account Number	Account Name	Selected Month	Year to Month End
<b>Operating Income &amp; Expense</b>			
<b>Income</b>			
4000	Dues	37,595.80	149,065.70
5620	Move In Charges	1,000.00	2,500.00
5650	Move Out Charges	0.00	500.00
5680	Late Fee	148.41	374.49
5800	Interest Income	0.00	14.32
	<b>Total Operating Income</b>	<b>38,744.21</b>	<b>152,454.51</b>
<b>Expense</b>			
6140	Keys	0.00	312.48
6141	Miscellaneous Materials	129.40	287.08
6217	Fire Prevention, Systems, & Protection	280.00	280.00
6220	Carpet Cleaning	0.00	1,433.64
6232	Inspection	0.00	680.00
6249	Snow & Ice Removal	0.00	13,283.50
6250	Gardening/Landscaping	4,310.00	13,545.00
6270	Pelican Management Fee	2,282.00	9,048.00
6324	Insurance-Other	46,468.00	46,468.00
6353	Taxes-General	2,154.00	2,154.00
6410	Gas and Electricity	59.44	4,263.00
6430	Water & Sewer	0.00	10,101.71
6450	Garbage and Recycling	0.00	18,447.78
6510	Plumbing	0.00	2,594.70
6607	General Repairs and Maint-Reimbursement	0.00	-1,281.71
6609	Pest Control	0.00	672.00
6610	General Repairs and Maintenance	1,496.26	6,657.04
6610-001	Repairs and Maintenance	0.00	728.00
	General Repairs & Maintenance	0.00	728.00

**Income Statement**

Account Number	Account Name	Selected Month	Year to Month End
6613	Total Repairs and Maintenance	0.00	728.00
6780	Alarm Monitoring	0.00	235.30
7420	Roof Repairs and Maintenance	543.00	5,253.00
7485	Office Supplies	0.00	3.59
7490	Miscellaneous Expense	0.00	1,544.76
7610	Office Administrative Expenses	48.62	1,595.83
7630	Legal Expenses	474.50	1,318.50
	Reserve Replacement	11,500.00	46,000.00
	<b>Total Operating Expense</b>	<b>69,725.22</b>	<b>185,585.20</b>
	<b>NOI - Net Operating Income</b>	<b>-30,981.01</b>	<b>-33,130.69</b>
	<b>Other Income &amp; Expense</b>		
	Other Expense		
	Reserve Expense		
9309	Foundation repairs	0.00	6,900.00
	Total Reserve Expense	0.00	6,900.00
	Total Other Expense	0.00	6,900.00
	<b>Net Other Income</b>	<b>0.00</b>	<b>-6,900.00</b>
	Total Income	38,744.21	152,454.51
	Total Expense	69,725.22	192,485.20
	<b>Net Income</b>	<b>-30,981.01</b>	<b>-40,030.69</b>

# Quail Creek Condominium Association

Income/Expense Statement (End of previous Fiscal Year)



**Income Statement - 12 Month**

Pelican Property Management Company

Properties: Quail Creek Condominium Association - 8725 Loch Raven Blvd Ste 201 Towson, MD 21286

Fund Type: All

Accounting Basis: Cash

Level of Detail: Detail View

Include Zero Balance GL Accounts: No

Account Number	Account Name	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Total
	<b>Operating Income &amp; Expense</b>													
	<b>Income</b>													
4000	Dues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	462,359.32	462,359.32
4019	Prior owner payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	615.00	615.00
4410	NSF Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	70.00
5620	Move In Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00	7,500.00
5680	Late Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,522.97	2,522.97
5700	Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00
5701	Fines	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,802.30	3,802.30
5800	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.08	0.08
5809	Reimbursement to the Association	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	556.88	556.88
	<b>Total Operating Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>478,126.53</b>	<b>478,126.53</b>
	<b>Expense</b>													
6217	Fire Prevention, Systems, & Protection	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,825.00	1,825.00
6242	Grounds Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,000.00	39,000.00
6243	Tree Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	610.00	610.00

**Income Statement - 12 Month**

Account Number	Account Name	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Total
6249	Snow & Ice Removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,061.00	33,061.00
6250	Landscaping/ Gardening/	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,853.01	25,853.01
6251	Janitorial/ Porter Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,920.56	35,920.56
6280	Management Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43,766.28	43,766.28
6320	Insurance - Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,465.00	52,465.00
6334	Insurance Repairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,541.16	3,541.16
6353	Taxes- General	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,979.00	3,979.00
6410	Gas and Electricity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,880.45	10,880.45
6430	Water & Sewer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,530.27	13,530.27
6609	Pest Control General	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,291.64	2,291.64
6610	Repairs and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,736.14	50,736.14
7421	Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,025.60	3,025.60
7480	Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	80.00
7485	Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,115.80	2,115.80
7610	Legal Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,825.22	6,825.22
7615	Accounting Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,300.00	1,300.00
7630	Reserve Replacement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135,000.00	135,000.00
7636	Painting Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00
	<b>Total Operating Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>468,806.13</b>	<b>468,806.13</b>
	<b>NOI - Net Operating</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,320.40</b>	<b>9,320.40</b>

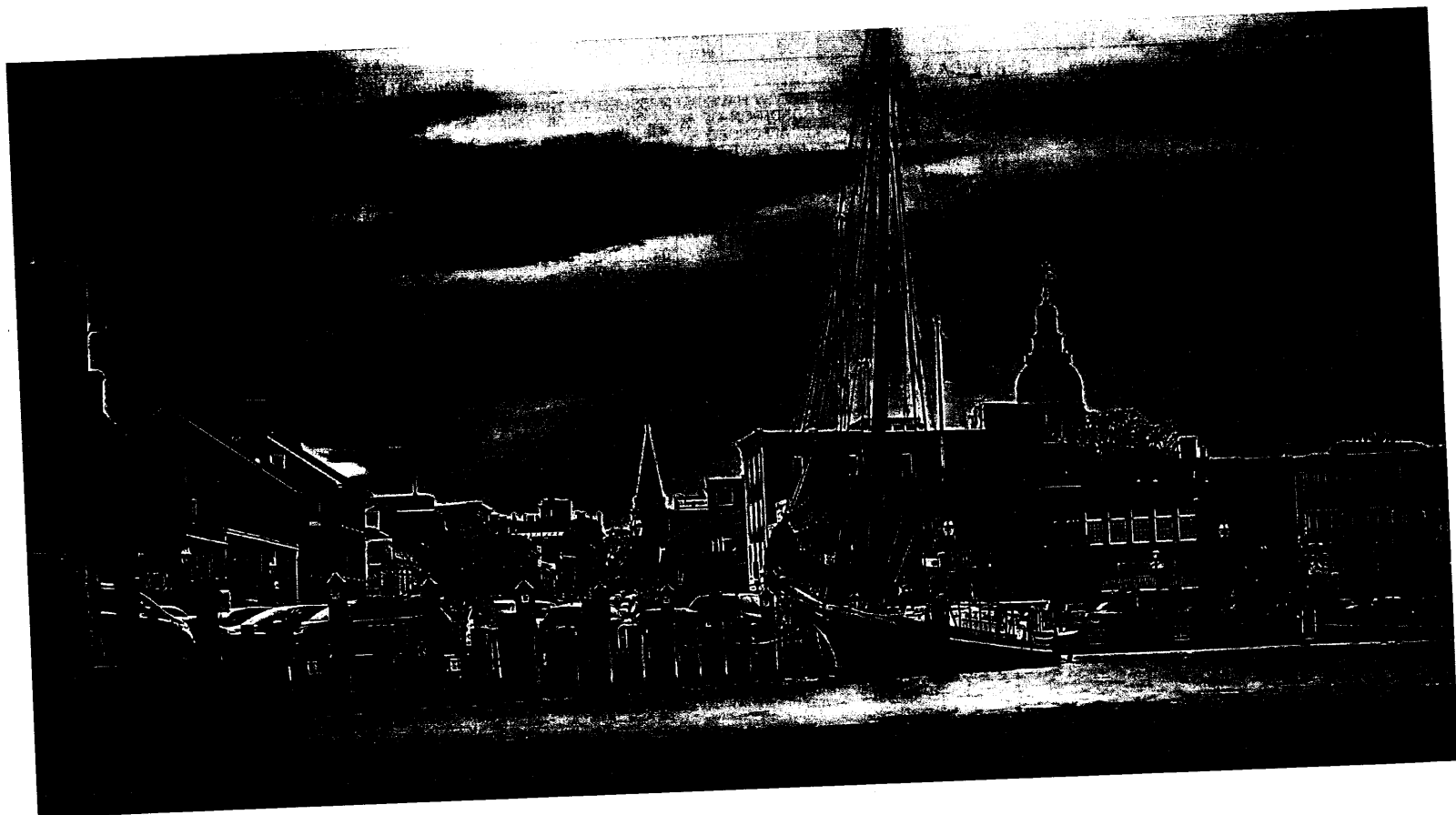
**Income Statement - 12 Month**

Account Number	Account Name	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Total
	Total Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	478,126.53
	Total Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	468,806.13	468,806.13
	Net Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,320.40</u>	<u>9,320.40</u>



# Quail Creek Condominium Association

Insurance Acord (COI)



 **PELICAN**  
PROPERTY MANAGEMENT



QUAIL-1

OP ID: ND

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Gorges & Co., Inc.  
2345 York Road  
Timonium, MD 21093-2217  
Jack Millard/John Mutscheller

410-561-8280

**CONTACT NAME:** Neal Donovan  
**PHONE (A/C, No, Ext):** 410-561-8280  
**FAX (A/C, No):** 410-561-9728  
**E-MAIL ADDRESS:** neald@gorgesco.com

**INSURED**  
Quail Creek Condominium  
C/O Pelican Management  
8725 Loch Raven Blvd  
Towson, MD 21286

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	St. Paul Mercury Insurance Co.	
INSURER B:	Allied World Insurance	
INSURER C:	Travelers Cas.&Surety Co.of Am	31194
INSURER D:		
INSURER E:		
INSURER F:		

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BIP-1T297698	04/29/2022	04/29/2023	EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> Directors & Officer		BIP-1T297698	04/29/2022	04/29/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 D&O \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		0313-0691-1837298	04/29/2022	04/29/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Property		BIP-1T297698	04/29/2022	04/29/2023	See Notes
C	Crime		107626680	04/29/2022	04/29/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

Quail Creek Condominiums  
C/O Pelican Property Mgt  
8725 Loch Raven Blvd, Ste 201  
Towson, MD 21286

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Jack Millard/John Mutscheller

**NOTEPAD**INSURED'S NAME **Quail Creek Condominium****QUAIL-1  
OP ID: ND**PAGE 2  
Date **05/10/2022**

Crime #107626680 Travelers Casualty & Surety Co of America Employee Theft  
\$1,000,000 Limit/\$5000 deductible Effective: 4/29/2022 - 4/29/2023  
Pelican Property Management Company, LLC covered as property manager.

Blanket building limit \$35,201,456  
Coverage is 'Walls In' Only  
Property deductible \$25,000. Property values are based on replacement cost  
valuation.  
Inflation guard reviewed annually at renewal  
174 Units

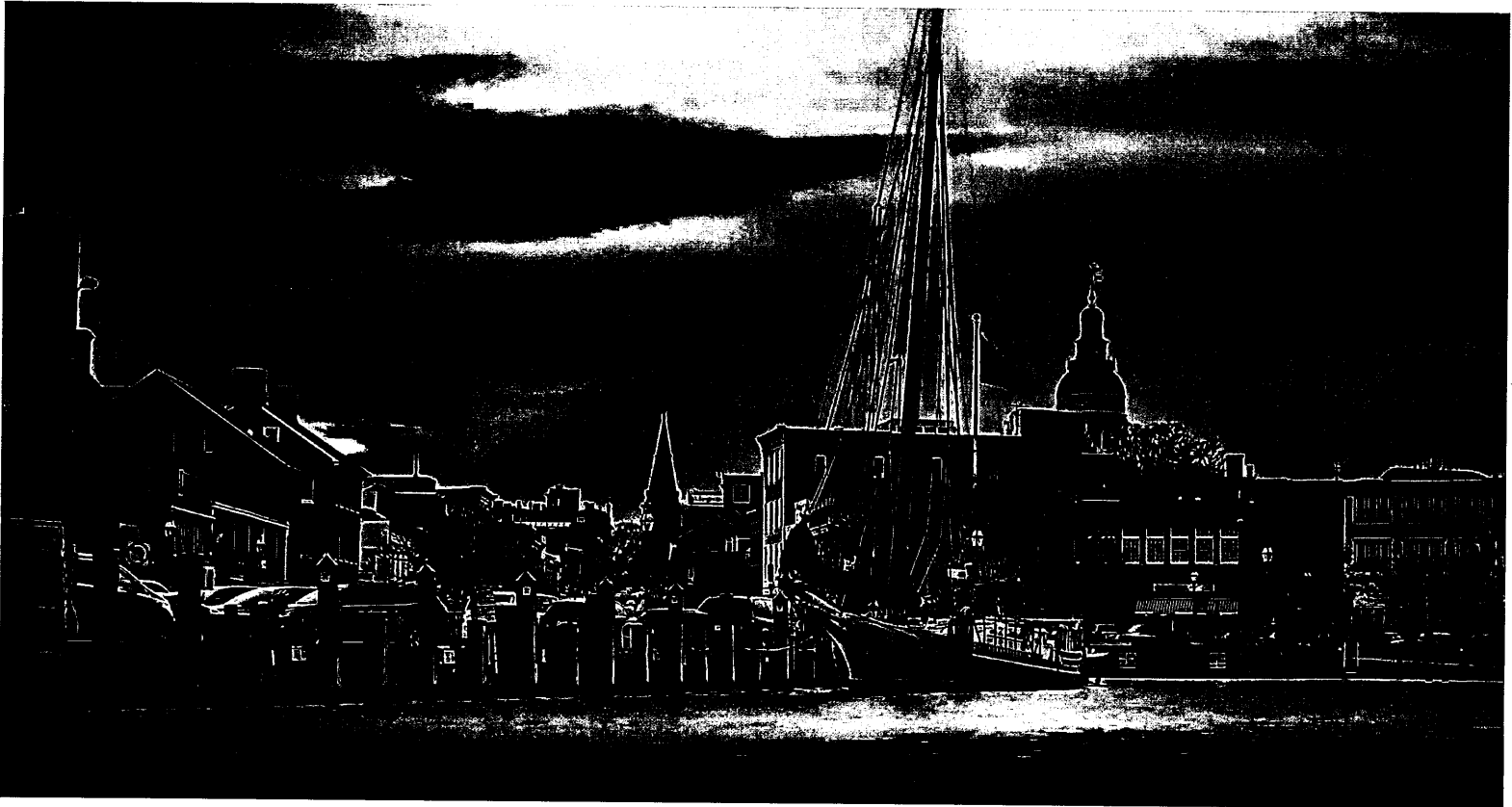
Ordinance or Law A - Included  
Ordinance or Law B&C Combined - \$250,000

Equipment Breakdown - Included

Wind/Hail Included, no separate deductible

# Quail Creek Condominium Association

Insurance Policy (Full)






**COMMERCIAL UMBRELLA LIABILITY COVERAGE**

Named Insured:	Paramount Real Estate Group, Inc.
Address:	c/o Paramount Programs, Inc. One Reservoir Corporate Centre 4 Research Drive, Suite 402 #121 Shelton, CT 06484
Limits of Insurance:	\$25,000,000 Per Occurrence \$25,000,000 General Aggregate \$25,000,000 Products/Completed Operations Aggregate
Self Insured Retention:	\$0
Insuring Companies:	\$10M Primary - Allied World Insurance Company - Admitted \$15M XS \$10M - Navigators Insurance Company - Admitted
Insured Purchasing Group Member:	Quail Creek Condominium 8725 Loch Raven Blvd Towson, MD 21286
Policy Number:	0313-0691-1837298
Member Policy Period:	From: 4/29/2022 To: 4/29/2023 at 12:01 a.m. Standard Time at the address of the Named Participant
Producer:	Gorges & Company

NOTE: Members of the Paramount Real Estate Group, Inc. may not be protected by the insurance insolvency guarantee fund and/or insurance laws and regulations of their domiciled or resident state. Receipt of and/or failure to promptly return this Insuring Agreement constitutes acceptance by the Insured listed above to membership in and adherence to the Membership Agreement and Terms and Conditions of Use of the Paramount Real Estate Group, Inc..

**Program Administrator:** Great Point Insurance®  
500 West Putnam Avenue, Suite 400  
Greenwich, CT 06831  
Phone and Fax (877) 505-3226  
www.greatpointins.com

These Declarations together with the policy jacket containing the policy provisions, forms and endorsements indicated above; if any, issued form a part thereof, complete the above numbered policy.

Authorized Representative: 

Apr 26, 2022

**COMMERCIAL UMBRELLA LIABILITY COVERAGE**

**Paramount Real Estate Group, Inc.**

**FORMS AND ENDORSEMENTS SCHEDULED**

Insured Purchasing Group Member:	Quail Creek Condominium
Policy Number:	0313-0691-1837298

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

- Declarations
- Schedule of Underlying Insurance
- Act of Terrorism Self-Insured Retention Endorsement
- Designated Premises Limitation Endorsement
- Cross Suits Exclusion
- Fungus Exclusion
- Exterior Insulation and Finish System (EIFS) Exclusion
- Silica Exclusion Endorsement
- Professional Liability Exclusion
- Bacteria Exclusion Endorsement
- Construction Operations Exclusion (With Non-Structural Improvement Exception)
- Knowledge of Occurrence Endorsement
- Foreign Liability Limitation Endorsement (With Total Terrorism Exclusion Applicable to Specified Countries)
- Commercial General Liability Endorsement
- Employer Liability Limitation Endorsement
- Anti-Stacking Excess Casualty Limitation Endorsement
- Specified Operations Exclusion:
  - 1. Adult or Child Daycare Services when performed by or on behalf of the Insured to third parties for a fee;
  - 2. Assisted Living Facilities;
  - 3. Construction Companies performing services by or on behalf of the Insured to third parties for a fee;
  - 4. Security Guard Services, when performed by or on behalf of the Insured to third parties for a fee;
  - 5. Schools;
  - 6. Religious Organizations or Institutions;
  - 7. Wrap Up's or Similar Construction Projects;
  - 8. Homeless Shelters or Transitional Housing
- Garagekeepers Legal Liability Endorsement
- Auto Liability Limitation
- Retained Limit Endorsement
- Strategic Response Coverage Extension
- Pesticide and Herbicide Exclusion Endorsement
- Condominium and Cooperative Conversion Exclusion
- Absolute Access, Collection and Disclosure of Non-Public Information Exclusion
- Economic or Trade Sanctions
- Communicable Disease Exclusion
- Condominium-Cooperative Directors and Officers Liability Limitation Claims-Made Coverage
- Financial Institutions Exclusion Endorsement
- Employee Benefits Liability Claims Made, if SUL is Claims Made
- Employee Benefits Liability Occurrence, if SUL is Occurrence
- Claims Reporting Endorsement
- Declarations Amendatory Endorsement
- Diving Board and Water Slide Exclusion
- Marine Liability Exclusion
- Water Sports Exclusion
- Member Policy Period Limitation Endorsement

Named Insured Amendatory Endorsement  
Named Peril and Time Element Pollution Self-Insured Retention Endorsement  
Coverage Enhancement Endorsement  
Trafficking Exclusion (with Stated Limitations)  
No Coverage For Sublimits of Insurance

**COMMERCIAL UMBRELLA LIABILITY COVERAGE**

**Paramount Real Estate Group, Inc.**

**SUMMARY OF EXPOSURES COVERED AT INCEPTION**

Insured Purchasing Group Member:	Quail Creek Condominium
Policy Number:	0313-0691-1837298

Exposure Type	Number	Category
Condo/ Co-Op Units With D&O	174	Location



**COMMERCIAL UMBRELLA LIABILITY COVERAGE**

**Paramount Real Estate Group, Inc.**

**SUMMARY OF UNDERLYING POLICIES AT INCEPTION**

Insured Purchasing Group Member	Quail Creek Condominium
Policy Number	0616-0691-1887298

COVERAGE	General Liability 1
Carrier	Travelers Commercial Insurance Company
Limit	\$1,000,000 Each Occurrence
.	\$2,000,000 General Aggregate
.	\$1,000,000 Products / Completed Operations Aggregate Limit
.	\$1,000,000 Advertising Injury / Personal Injury (Each Offense)
.	\$1,000,000 Directors & Officers [Not For Profit] - Each Occurrence
.	\$2,000,000 Directors & Officers [Not For Profit] - General Aggregate
Term	4/29/2022 to 4/29/2023

**COMMERCIAL UMBRELLA LIABILITY COVERAGE**

**Paramount Real Estate Group, Inc.**

**LOCATIONS COVERED AT INCEPTION**

Insured/Purchasing Group Member:	Quail Creek Condominium
Policy Number:	0313-0691-1837298

Location	Address	City	State	Zip Code
1	14200-14202 Dove Creek Way	Sparks	MD	21152
2	14204-14206 Dove Creek Way	Sparks	MD	21152
3	14208-14210 Dove Creek Way	Sparks	MD	21152
4	14221 Dove Creek Way	Sparks	MD	21152
5	14201-14203 Quail Creek Way	Sparks	MD	21152
6	14205-14207 Quail Creek Way	Sparks	MD	21152
7	14209-14211 Quail Creek Way	Sparks	MD	21152
8	14213-14215-14217 Quail Creek Way	Sparks	MD	21152

**COMMERCIAL UMBRELLA LIABILITY COVERAGE**

**Paramount Real Estate Group, Inc.**

**NAMED INSUREDS COVERED AT INCEPTION**

Insured Purchasing Group Member:	Quail Creek Condominium
Policy Number:	0818-0691-1887298

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No.	Named Insured
1	Quail Creek Condominium

# Quail Creek Condominium Association

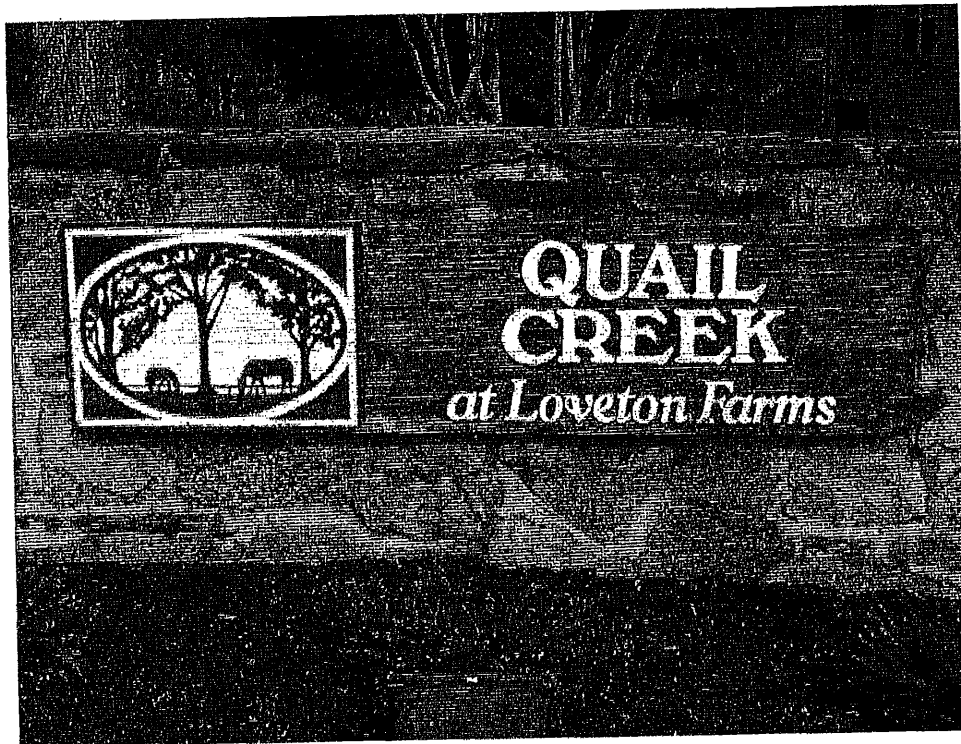
Reserve Study / Reports



 **PELICAN**  
PROPERTY MANAGEMENT

# FULL RESERVE STUDY

## Quail Creek Condominium Association



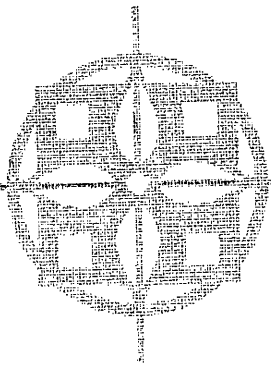
Sparks, Maryland  
February 8, 2017



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# RESERVE ADVISORS

With a commitment to excellence, Reserve Advisors is a leading provider of investment advisory services. Our experienced team of professionals is dedicated to providing personalized investment solutions for our clients. We are committed to transparency, integrity, and long-term success. Contact us today to learn more about our services and how we can help you achieve your financial goals.







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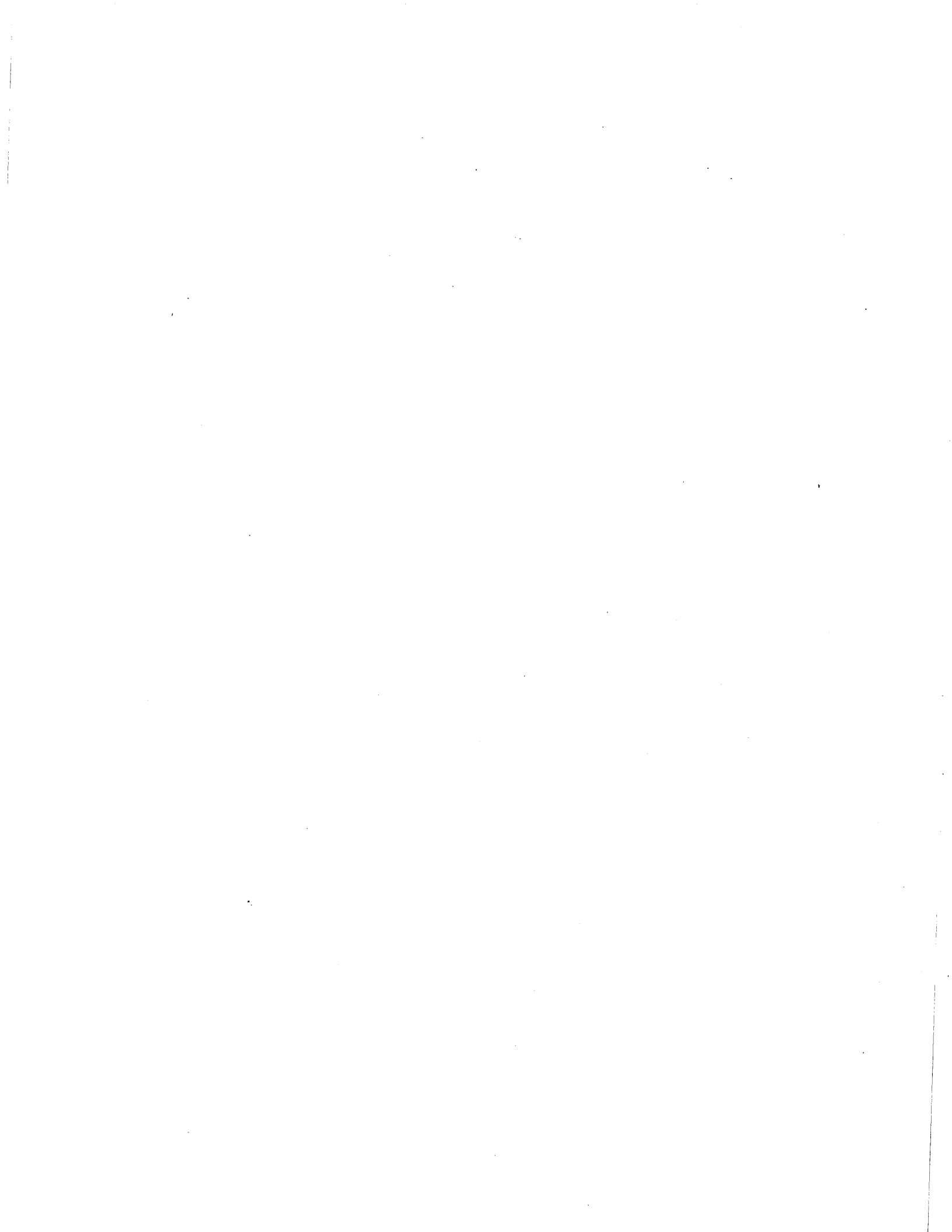
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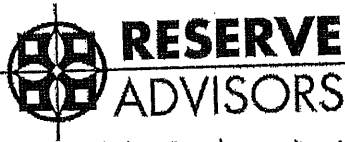
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Long-term thinking. Everyday commitment.

**Corporate Office**

Reserve Advisors, Inc.  
735 N. Water Street, Suite 175  
Milwaukee, WI 53202

## 1. RESERVE STUDY EXECUTIVE SUMMARY

**Client:** Quail Creek Condominium Association (Quail Creek)  
**Location:** Sparks, Maryland  
**Reference:** 99123

**Property Basics:** Quail Creek Condominium Association is a condominium style development of 174 units in eight buildings. The exteriors of the buildings comprise masonry veneer and asphalt shingle roofs. The buildings were built from 1987 to 1988. The development contains asphalt pavement, concrete flatwork, landscaping, timber retaining wall and trash corrals.

**Reserve Components Identified:** 28 Reserve Components.

**Inspection Date:** February 8, 2017. We conducted previous inspections in 2002, 2004, 2006 and 2009.

**Funding Goal:** The Funding Goal of this Reserve Study is to maintain reserves above an adequate, not excessive threshold during one or more years of significant expenditures. Our recommended Funding Plan recognizes this threshold funding year in 2041 due to paint finish applications and partial replacements of the wood siding and trim.

**Cash Flow Method:** We use the Cash Flow Method to compute the Reserve Funding Plan. This method offsets future variable Reserve Expenditures with existing and future stable levels of reserve funding. Our application of this method also considers:

- current and future local costs of replacement
- 1.2% annual rate of return on invested reserves
- 2.0% future Inflation Rate for estimating Future Replacement Costs

**Sources for Local Costs of Replacement:** Our proprietary database, historical costs and published sources, i.e., R.S. Means, Incorporated.

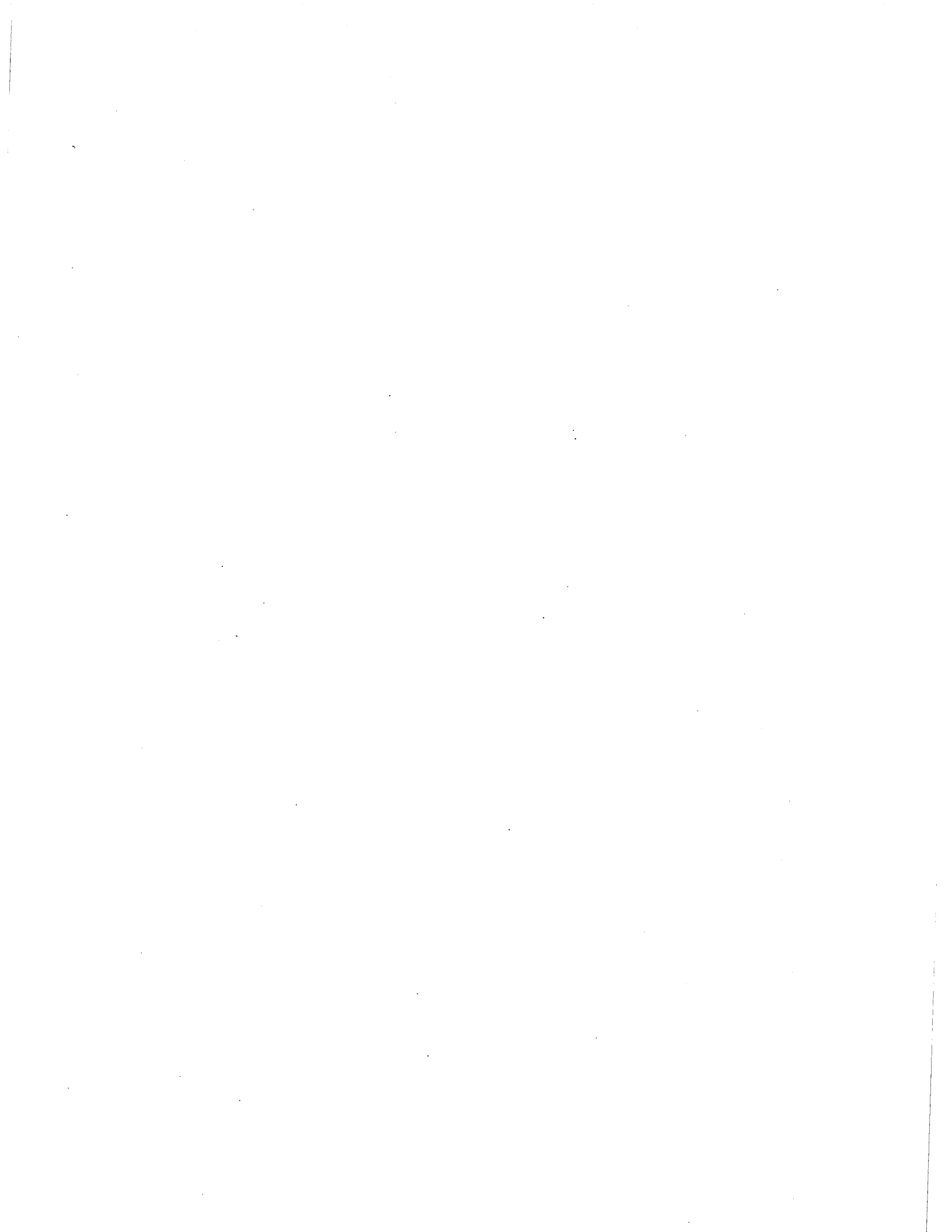
**Cash Status of Reserve Fund:** \$568,011 as of December 31, 2016.

**Recommended Reserve Funding:** The Association budgeted \$126,820 for Reserve Contributions in 2017. We recommend the Association adopt a reserve budget of \$134,000 in 2018. Afterwards, the Association should budget gradual annual increases in reserve funding that in part consider the effects of inflation through 2047, the limit of this study's Cash Flow Analysis. The initial adjustment in Reserve Contributions of \$7,180 represents about a two percent (1.7%) adjustment in the 2017 total Operating Budget of \$428,040. This initial adjustment of \$7,180 is equivalent to an increase of \$3.44 in the monthly contributions per unit owner.

**Certification:** This *Full Reserve Study* exceeds the Community Associations Institute (CAI) and the Association of Professional Reserve Analysts (APRA) standards fulfilling the requirements of a "Level I Full Reserve Study."

**APRA**  
Association of Professional Reserve Analysts

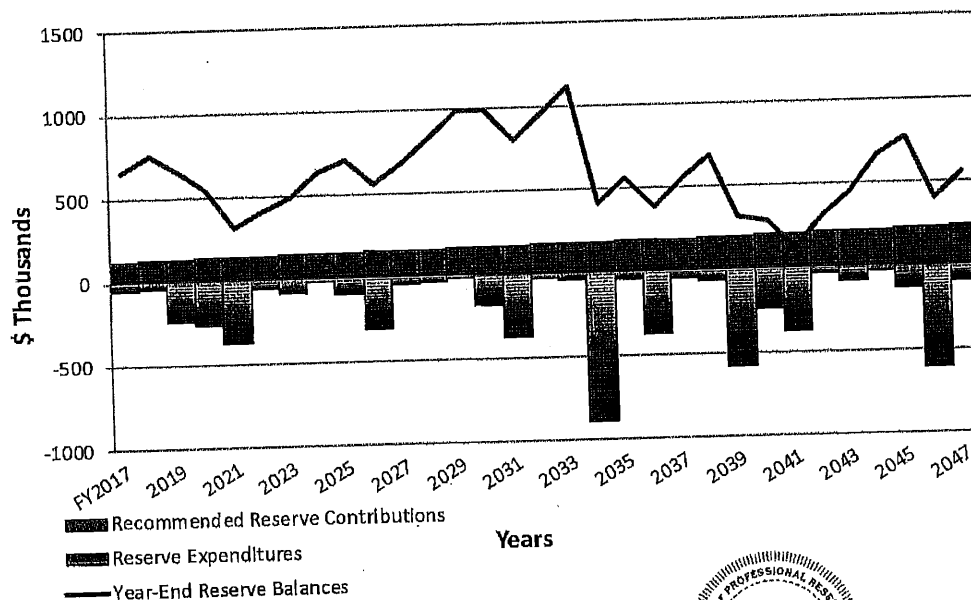
MEMBER OF  
**community**  
ASSOCIATIONS INSTITUTE





**Quail Creek**  
Recommended Reserve Funding Table and Graph

Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)
2018	134,000	751,380	2028	163,300	828,471	2038	199,100	686,805
2019	136,700	659,691	2029	166,600	989,426	2039	203,100	316,658
2020	139,400	539,883	2030	169,900	991,589	2040	207,200	290,948
2021	142,200	316,305	2031	173,300	799,507	2041	211,300	126,756
2022	145,000	417,766	2032	176,800	960,695	2042	215,500	313,051
2023	147,900	492,738	2033	180,300	1,110,794	2043	219,800	456,549
2024	150,900	635,434	2034	183,900	413,512	2044	224,200	665,250
2025	153,900	704,483	2035	187,600	563,607	2045	228,700	776,850
2026	157,000	561,994	2036	191,400	386,389	2046	233,300	407,531
2027	160,100	684,744	2037	195,200	547,036	2047	238,000	558,951



Respectfully submitted on February 24, 2017 by  
RESERVE ADVISORS, INC.

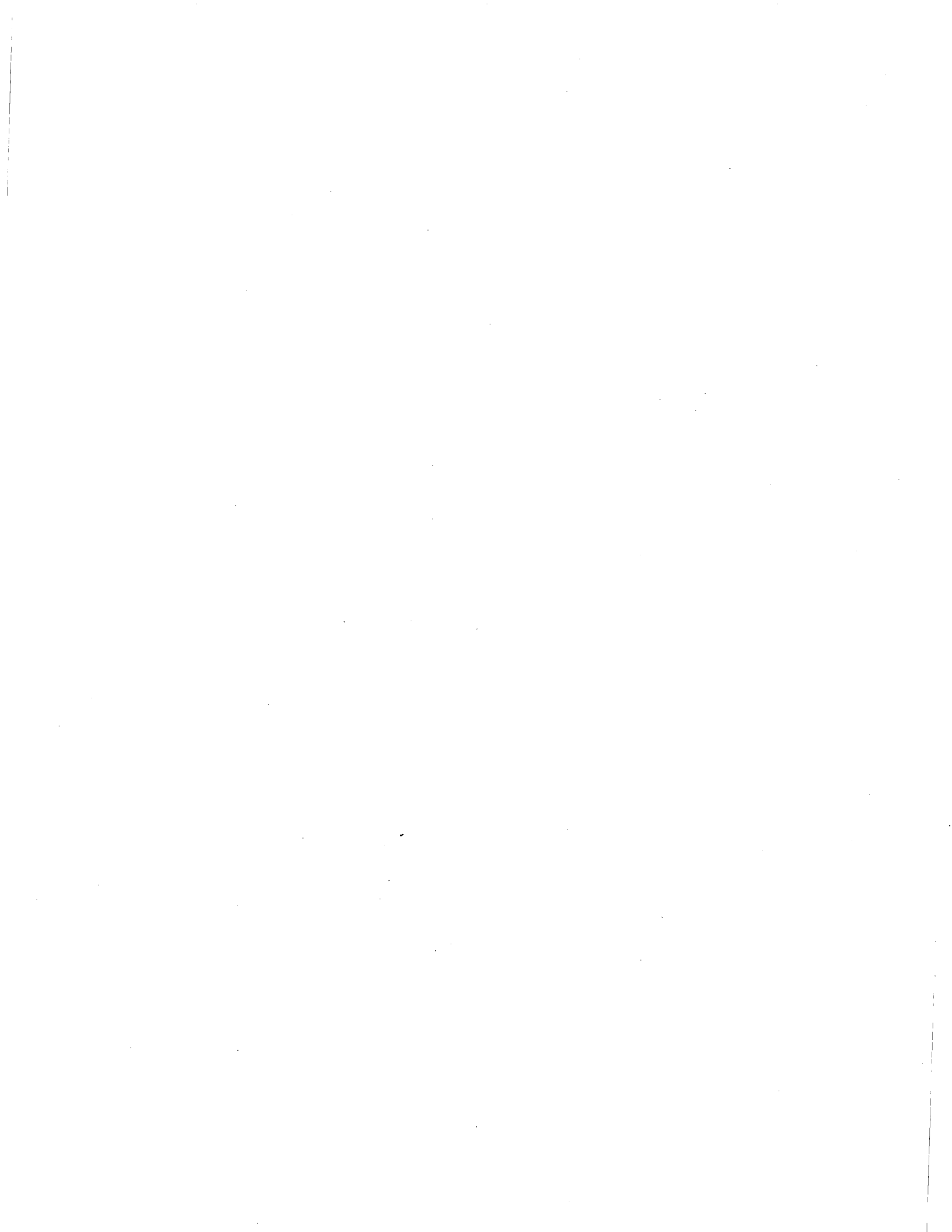
*Alan M. Ebert*

Alan M. Ebert, PRA<sup>1</sup>, RS<sup>2</sup>, Director of Quality Assurance  
Reviewed by: Nicole L. Lowery, PRA, RS, Associate Director of Quality Assurance  
Visual Inspection and Report by: Stephen E. Breski, RS



<sup>1</sup>PRA (Professional Reserve Analyst) is the professional designation of the Association of Professional Reserve Analysts. Learn more about APRA at <http://www.apra-usa.com>.

<sup>2</sup>RS (Reserve Specialist) is the reserve provider professional designation of the Community Associations Institute (CAI) representing America's more than 300,000 condominium, cooperative and homeowners associations.







## 2. RESERVE STUDY REPORT

At the direction of the Board that recognizes the need for proper reserve planning, we have conducted a *Full Reserve Study* of

**Quail Creek Condominium Association**

**Sparks, Maryland**

and submit our findings in this report. The effective date of this study is the date of our visual, noninvasive inspection, February 8, 2017. We conducted previous inspections in 2002, 2004, 2006 and 2009.

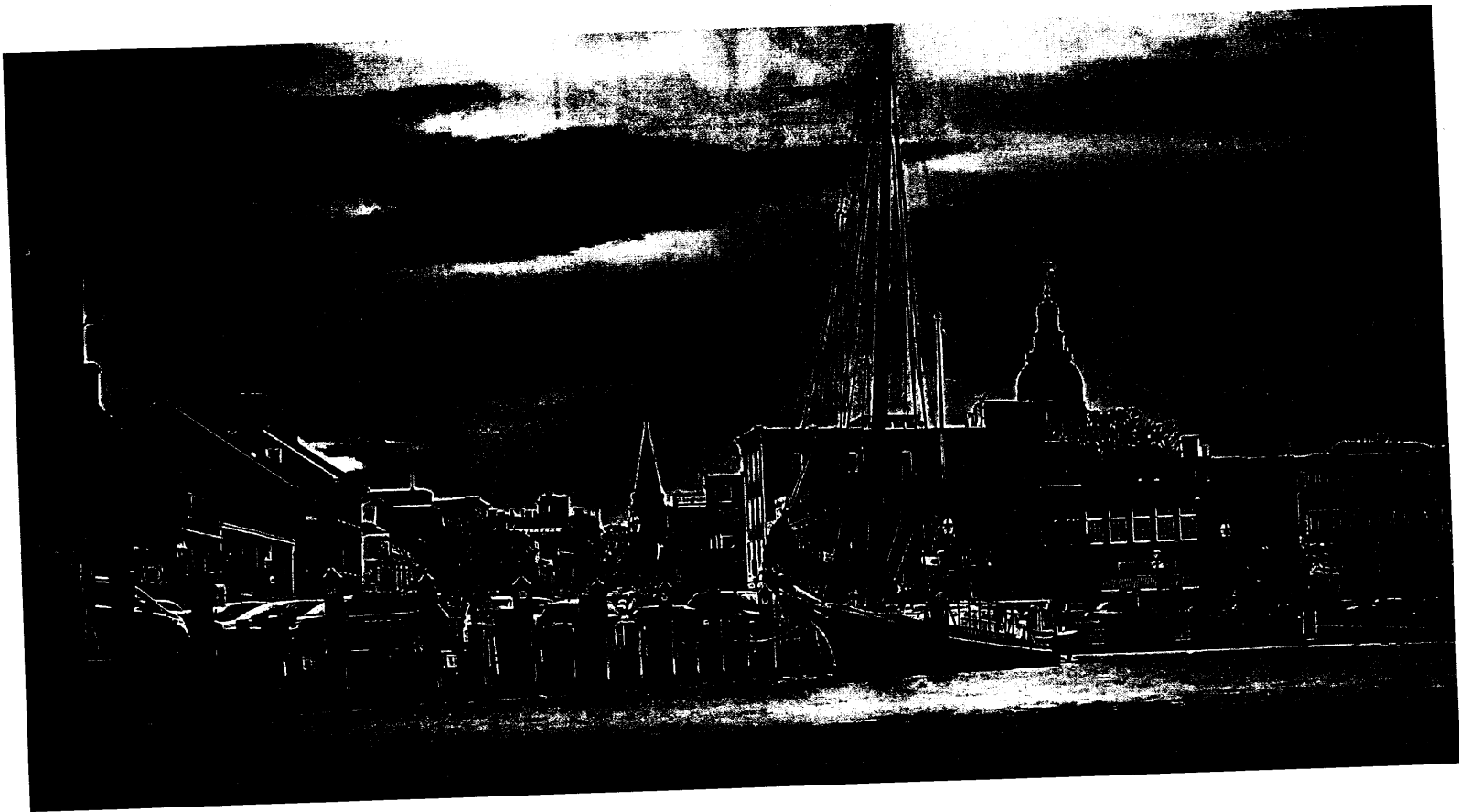
We present our findings and recommendations in the following report sections and spreadsheets:

- **Identification of Property** - Segregates all property into several areas of responsibility for repair or replacement
- **Reserve Expenditures** - Identifies reserve components and related quantities, useful lives, remaining useful lives and future reserve expenditures during the next 30 years
- **Reserve Funding Plan** - Presents the recommended Reserve Contributions and year-end Reserve Balances for the next 30 years
- **Condition Assessment** - Describes the reserve components, includes photographic documentation of the condition of various property elements, describes our recommendations for repairs or replacement, and includes detailed solutions and procedures for replacements for the benefit of current and future board members
- **Methodology** - Lists the national standards, methods and procedures used, financial information relied upon for the Financial Analysis of the Reserve Study
- **Definitions** - Contains definitions of terms used in the Reserve Study, consistent with national standards
- **Professional Service Conditions** - Describes Assumptions and Professional Service Conditions
- **Credentials and Resources**



# Quail Creek Condominium Association

Rules and Regulations



 **PELICAN**  
PROPERTY MANAGEMENT



# **Quail Creek Condominium Rules & Regulations**

Revised December 12, 2019



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December 12, 2019

Dear Resident:

The following includes all of our Rules & Regulations along with some of the important information contained in our Declaration and By-Laws that govern the Quail Creek Association and impact our daily activities. This document also includes Architectural requirements, Fee Payment and Collection Policies, along with procedures in reporting and handling of a violation of our governing documents.

Please take your time to review this document as all owners, renters and guests are required to adhere to the information contained in this booklet and within our governing documents.

If you have any questions, please contact the property manager or the Board.

The Board of Directors



## **Rules & Regulations/Architectural**

### **Animals**

Pets may be kept only by resident owners. NO tenants are allowed to raise or keep pets. All leases must have a "no pet" clause. No animals of any kind can be raised, bred or kept upon the property, except that each unit owner/owners may keep not more than two (2) household pets, including dogs, cats and birds, and an unlimited number of fish. No animal shall not weigh more than twenty (20) pounds.

All unit owners shall comply with all applicable State and County Animal Control Laws pertaining to keeping domestic pets, including but not limited to: licensing, "leash", and "pooper scooper" laws. All household pets shall be initially registered with the Association within 30 days of purchase of unit or obtaining of pet, and annually thereafter. Within 30 days of any change in status appropriate notification shall be made to the Association.

Pets are not allowed to roam loose on the property. There shall be no walking of unleashed pets anywhere on the property. No pet shall urinate or defecate **within 25 feet** of any condominium building, and any excrement shall be immediately cleaning up after the pet and properly disposed of. All owners are responsible for any damage done to the property by their pets. Unit owners are responsible for conveying the rules to their guests, who bring pets onto the property, regarding the pet weight restriction and the entire existing rule on pets.

### **Architectural Changes & Alterations**

No change or alteration of any kind shall be commenced, erected or placed upon the subject property unless the plans and specifications shall have been submitted to and approved in writing by the Board of Directors. This includes changes to such items as windows, doors, air condition/heating units, fireplace, and/or removing walls. When providing the plans and specifications please include the information of the contractor performing the work. Failure to obtain prior approval may result in fines and having to make changes to the work performed at the owners' expense.

### **Bottles, Trash or Garbage**

No refuse of any kind can be stored temporarily or permanently upon any common element, except in the trash bins. Trash should be placed in plastic bags, securely tied, and placed in the trash containers provided with the lids closed tightly.

### **Bulk Trash**

All bulk trash, such as furniture, mattresses, carpets, etc. must be hauled to the Baltimore County Landfill at owners' expense. The cleaning company will also do this for a fee. Please contact the management office to coordinate pick-up by the cleaning company.

### **Christmas Trees**

Christmas trees are to be placed in a tree bag before removing the tree from the unit to protect hall carpets from pine needles. Trees are to be placed close to the trash corrals. There is no charge for pick-up of Christmas trees.

### **Trash Pick Up**

Regular trash pick-up is scheduled for Tuesday and recycling is Friday (as of the date of this update).

### **Carpeting**

Unit owners may place hardwood floors in their units. However, area rugs must cover 80% of the space in order to minimize the noise for the unit below.

### **Chimney Cleaning**

A statement from a recognized chimney sweep certifying the cleaning of the chimney flue must be submitted every three (3) years to the Management Company. The failure to submit such a certification by a specified date will be deemed authorization to the Board to enter the unit for the purposes of inspecting and cleaning the chimney flue at the owner's expense.

### **Dryer Vent Cleaning**

Dryer vents in all units will be cleaned every three (3) years. A statement from a recognized dryer vent contractor certifying the cleaning of the dryer vent must be submitted every three years to the Management Company. Failure to submit such a certification by a specified date will be deemed authorization to the Board to enter the unit for purposes of inspecting and cleaning the dryer vent at the owner's expense.

### **Electricity**

No radios, televisions or other devices of any kind are to be connected to any electrical outlets except to the ordinary electric outlets provided for in the units. No additional outlets may be installed without the consent of the Board of Directors. No outlets shall be loaded or taxed beyond the capacity for which designed.

### **Fire Hazard**

Nothing flammable or combustible shall be kept in any condominium unit or on the limited common elements, such as propane tank, gasoline can, charcoal, etc., that will present a threat to residents or increase fire insurance.

### **Halls, Stairways, Walkways, and Parking Areas**

These areas are for ingress and egress only. People shall not be permitted to play therein or thereon, nor is picnicking, sunbathing or playing of ball permitted. Common grounds are not to be used as recreational areas. No grill or cooking apparatus shall be operated on any patio/balcony or common area. Fire Code: Door mats, furniture, decorative items are not permitted in the hallways due to fire code (exit access).

### **Land Use**

The land use of the common elements and each condominium unit located on the property shall be used for residential purposes only.

### **Leases**

No unit can be rented for less than six (6) months. A copy of all leases must be sent/faxed to the Management Company for their approval within 10 days of signing. A signed addendum must accompany the lease which states the tenant has read the Rules & Regulations and agrees to abide by them. Please contact the property management office prior to lease signing to obtain the addendum and other requirements.

Additionally, per Article VI, Section (c)(2)(a) of the Quail Creek Declaration effective January 1, 2014, generally no unit owner may lease their unit until the owner has held legal title to the unit for forty-eight (48) consecutive months prior to the lease going into effect.

### **Move-In Fee**

Anyone moving into a Quail Creek condominium is required to pay a \$500.00 move-in fee to cover the costs of damage to walls, carpets, railings, etc., in the common areas, commonly associated with this type of activity. This applies both to new owners and renters. For new owners, the fee should be submitted to Pelican Property Management with the closing package or upon moving in. If renting, the move-in fee should be submitted to Pelican Property Management along with the lease and signed addendum.

### **Noise**

No noise, disturbing to the unit owners, shall at any time be permitted. Keep the volume of your stereo down at all times (such as CD, TV, tape, radio, etc.), and your car radio off at late hours. Our buildings are not soundproof. Be considerate of your neighbors. Do not use your washing machine, dryer, dishwasher, disposal, or the vacuum cleaner between the hours of 11 p.m. and 7 a.m. Additionally, as a courtesy to your neighbors please let them know if you are having a contractor performing work that may generate significant noise, during normal working hours, so that your neighbors can plan their day accordingly.

### **Nuisance**

All unit owners, tenants and other occupants shall comply with all terms listed in the condominium documents. No violations of any health, fire, police, or any other governmental agency will be permitted. Furthermore, no noxious trade or activity shall be carried on upon the property. (See page 5, "Home Based Businesses".)

### **Paint Colors**

There are approved paint colors for the unit front doors and exterior trim. Please contact the Management Company to obtain the colors.

### **Parking**

No camper, boat, trailer, commercial vehicle, inoperable motor vehicle or a motor vehicle without a valid registration shall be parked or stored on any parking area or other general or limited common element. No car, motorcycle, motor scooter, motorbike or bicycle shall be parked or stored anywhere except for the parking area provided for such purpose. Any vehicle parked or stored in violation of this section may be towed away at its owner's risk and expense.

#### **Head-In Parking**

Only "head-in" parking is permitted.

#### **Parking at Curb**

Leave enough room when parking so that the landscaping crew can cut and edge the grass strip at the curb.

#### **Two or More Vehicles**

Any unit having more than two (2) motor vehicles must park all other motor vehicles in the parking area on either side of the central island between Quail Creek and Dove Creek Way.

#### **Vehicle Maintenance**

No vehicle shall be washed, rinsed, waxed or repaired on the property.

#### **Patio/Balcony**

No patio/balcony shall be enclosed, partially or totally, in any manner whatsoever.

### **Awnings**

No awning shall be hung from or on the exterior of any building, patio/balcony or any improvement. A white hanging roll-up sun shade was approved for the patio/balcony by the Board. Specific brand and type can be obtained from the Management Company.

### **Cooking Grills**

The use and/or storage of any open flame type cooking device, appliance or other cooking apparatus is strictly forbidden on any balcony or patio, or in the common areas. County Fire Code: Open flame cooking device/appliance is strictly forbidden within 15 feet of any commercial or multifamily residential building.

### **Firewood Storage**

Firewood should be stored in a medium spiral ring and placed away from the front railing of the balcony. The quantity of firewood that can be stored on the balcony can be no larger than 3 feet by 3 feet. However, since there is no weight restriction on the patio, a larger ring or rack is permitted. Firewood can only be stored on the patio/balcony from October 1<sup>st</sup> through April 30<sup>th</sup>. No firewood can be stored directly on the surface of the patio/balcony because this encourages ants, termites and rodents.

### **Hanging of Articles**

No hanging of articles from the patio/balcony. No hanging of clothing, rugs, towels, decorative items, wind chimes, bird feeders, etc. on railings, chairs, doors, rafters, fascia boards, etc. A maximum of three hanging planters will be permitted from April 1<sup>st</sup> to October 31<sup>st</sup>. They may be hung from the ceiling rafters or the side fascia boards. Christmas/holiday lights will be permitted from Thanksgiving to January 31<sup>st</sup>. A decorative wreath may be hung on the unit entrance door the year around.

### **Indoor/Outdoor Carpeting on Patios/Balconies**

The color of carpeting on the balconies and patios are to be sand or beige. If the balcony is to be used in any way, it must have an indoor/outdoor waterproof carpet (one solid piece) installed to fit the balcony wall to wall leaving a margin in the front of ½-1 inch of exposed wood. The carpet should not roll over the front edge of the balcony covering the fascia board because of painting and maintenance. This carpet must catch ALL water, flower petals, utensils, dirt and debris. When the waterproof backing begins to disintegrate the carpet must be replaced. This carpet is to be vacuumed and not swept with a broom off the front to shower down on neighbors.

### **Shaking of Articles**

No articles, such as rugs, clothing, dust cloths or mops, etc., shall be shaken, for purposes of cleaning or for any other reason, from balconies, patios, windows, doors or general common elements.

### **Storage**

No storage (temporary or permanent) of any items, such as bicycles, trash, bottles, ice coolers, boxes, etc., are permitted on the patios, balconies and in any other common areas.

### **Umbrella**

No umbrella shall be placed, either temporarily or permanently, on any patio or balcony.

### **Radio and Television Antenna**

No exterior antennas or satellite dishes of any kind are permitted.

### **Security**

The front doors to the buildings are to be kept closed at all times, except when carrying in packages. If the doors are left open, it will not only breach the security of the buildings, but will let in bugs and flies which will eventually find their way into the units. When answering your intercom, do not "buzz" to open the building door to anyone that you do not know.

### **Signs**

No advertisement, poster, sign or other informational material may be displayed upon any general or limited common element. Do not place "For Sale" signs in your unit windows.

### **Political Signs**

Maryland Law states that political signs can be placed in the unit owner's windows for a limited period of time and must be removed within a certain number of days after the election. Signs may NOT be placed on the limited or common areas.

### **Speed Signs**

Fifteen (15) miles per hour speed limit signs are posted at both entrances to Quail Creek and we ask that you comply with them.

### **Vermin, Insects or Other Pests**

No units or limited common elements shall be permitted to remain in an unclean or unsanitary condition. Keep patios and balconies free of debris and report any insect/pest problem at once to the Management Company.

### **Water Detectors**

All units must be equipped with a water detector to be placed in the hot water heater pan and maintain it in an operable condition at all times.

### **Windows**

All window treatments facing or visible from the exterior of the unit shall be white in color. No window covering or treatments shall be broken, torn, unkempt, dirty, soiled or tattered. Besides being unsightly, this depreciates the property value.

### **Window and Door Replacement**

Replacement windows and doors must conform architecturally. Windows must have six (6) lights and patio/kitchen doors must have 15 lights. The exterior color must be almond to match what is currently there. Before signing a contract an Architectural Change request must be submitted to the board for approval.

## **Violations**

### **Reporting a Violation**

1. Violations should be submitted in writing. The Violation Report Sheet, a copy of which is included in the back of this section, may be used as a guide.
2. There should be an accurate description of the violation which should include time, place and actual occurrence.
3. To the extent possible, obtain confirmation of the violation from one or more additional parties.
4. Procedure to be followed: If a resident wishes to report a violation, he/she may first ask the Building Captain to act as a mediator to seek a solution to the problem. If this is not possible, then the resident should mail the Violation Report Sheet to the Management Company.
5. For violations requiring immediate resolution, call the Rules & Regulations Chairperson or a Board member.

### **Receiving a Violation Notice**

1. Check to see if the violation notice you received is valid. If you feel that the notice is in error, please call the Management Company and explain why.
2. If the violation notice is accurate, please correct the violation and notify the Management Company that you have done so.
3. It is the responsibility of the owner of the unit to notify the Management Company within 10 days that the violation has been corrected, otherwise the Management Company will send the alleged violator a hearing notice.
4. The hearing can be held even if the alleged violator does not appear as long as the hearing notice was provided.
5. Failure to attend the hearing will result in an automatic fine. The Board has the authority to impose any fine they consider appropriate for the violation. The guidelines will be, but are not limited to: \$25.00 for the first violation, \$50.00 for the second, with an increase in increments of \$25.00 for each additional offense. For ongoing violations, \$10.00 a day until corrected.

### **Violation Settlement Mechanism**

In levying reasonable fines, the Board of Directors must follow the requirements of Section 11-113 of the Maryland Condominium Act. Section 11-113 requires that the Board:

1. Provide an alleged violator with a 10-day notice to "cease and desist" the unlawful activity.

2. If the owner does not comply, the Board must send the alleged violator a hearing notice which contains the following information:
  - a) The nature of the alleged violation
  - b) The date, the time and place of the hearing.
3. At the hearing, the alleged violator has the right to produce evidence and cross-examine witnesses.
4. The hearing can be held even if the alleged violator does not appear as long as the hearing notice was provided.
5. The minutes of the hearing shall contain a written statement of the results and the sanction, if any, imposed.
6. The following fine structure was established by the Board. The Board has the authority to impose any fine they consider appropriate for the violation. The guidelines will be, but are not limited to: \$25.00 for the first violation, \$50.00 for the second, with an increase in increments of \$25.00 for each additional offense. For ongoing violations, \$10.00 a day until corrected.
7. Property Management will send a letter to the violator stating the results of the hearing and sanction imposed, if any. Fines must be paid within 30 days.
8. If delinquency continues, a copy of the original violation warning letter, hearing letter, hearing minutes, and the delinquency letter will be forwarded to the attorney for collection. The owner will then be responsible for the attorney's fees.
9. Once an account is turned over to an attorney for collection, all communications will be between the attorney and the violator.



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## Violation Report Form

**Person Reporting Violation:**

**Date:**

Name: \_\_\_\_\_

Building & Unit: \_\_\_\_\_

Phone: \_\_\_\_\_

**Person in Possible Violation:**

Name: \_\_\_\_\_

Building & Unit: \_\_\_\_\_

Phone (if known): \_\_\_\_\_

**Briefly describe the violation or the situation. Be sure to include the time, place, and date that the alleged violation took place (attach additional pages if needed).**

**Reporting a Violation: Please forward the above information to Pelican Property Management, 8725 Loch Raven Blvd., Suite 201, Towson, MD 21286 or email [info@pelicanmgt.com](mailto:info@pelicanmgt.com).**



## **Animal Fee Policy**

Failure to adhere to the By-Laws and Rules & Regulations regarding animals may result in fines and/or removal of the pet from the property. In the case of animal violations, fines will be determined by the Board of Directors based on the specific violations, severity and frequency. Unit owners will be appropriately notified of any fines. In some cases, a hearing may be called prior to assessing a fine. If fines are assessed with no formal hearing, a unit owner may request a hearing to dispute fine.

The following violations will generally follow these guidelines when assessing fees:

- Failure to register with the Association within 30 days of purchasing of unit, renting or obtaining a pet, and then annually thereafter – A 15-day reminder notice will be given; followed by a \$50 and then \$10 per day until properly registered.
- Failure to provide evidence Baltimore County licensing – A 15-day reminder notice will be given; followed by a \$50 and then \$10 per day until the Association is appropriately notified.
- Unleashed pet - \$50 first occurrence; \$100 each additional occurrence
- Urinating or defecating within 25 feet of any building - \$50 first occurrence; \$100 each additional occurrence.

Repeat offenders may be subjected to higher fees and may also be subjected to a \$50 administrative fee payable to the property management company. Outstanding accounts referred to collections will also be responsible for any additional expenses associated with the collection of the outstanding fines.

## **Condominium Fee Payment & Policy**

1. Payments can be mailed to Quail Creek Condominium Association C/O Pelican Property Management -3240, PO Box 27791, Newark, NJ 07101-7791. Make checks payable to Quail Creek Condominium Association ID 0027. Please contact Pelican Property management at [info@pelicanmgt.com](mailto:info@pelicanmgt.com) for your Account number.
2. Payments brought in person to the management company office must be in the form of a check or money order. The management company does not accept cash or credit cards.
3. Electronic payments may be made by creating an online portal account. Enter [pelicanmgt.appfolio.com/connect](http://pelicanmgt.appfolio.com/connect) in your web browser, select "Request access to the portal" then follow the on screen instructions. Once your portal account is created, select "Payments" from the menu, then proceed accordingly.

## **Condominium Fee Collection Policy**

### **Monthly condominium fees are due by the 1st day of the month.**

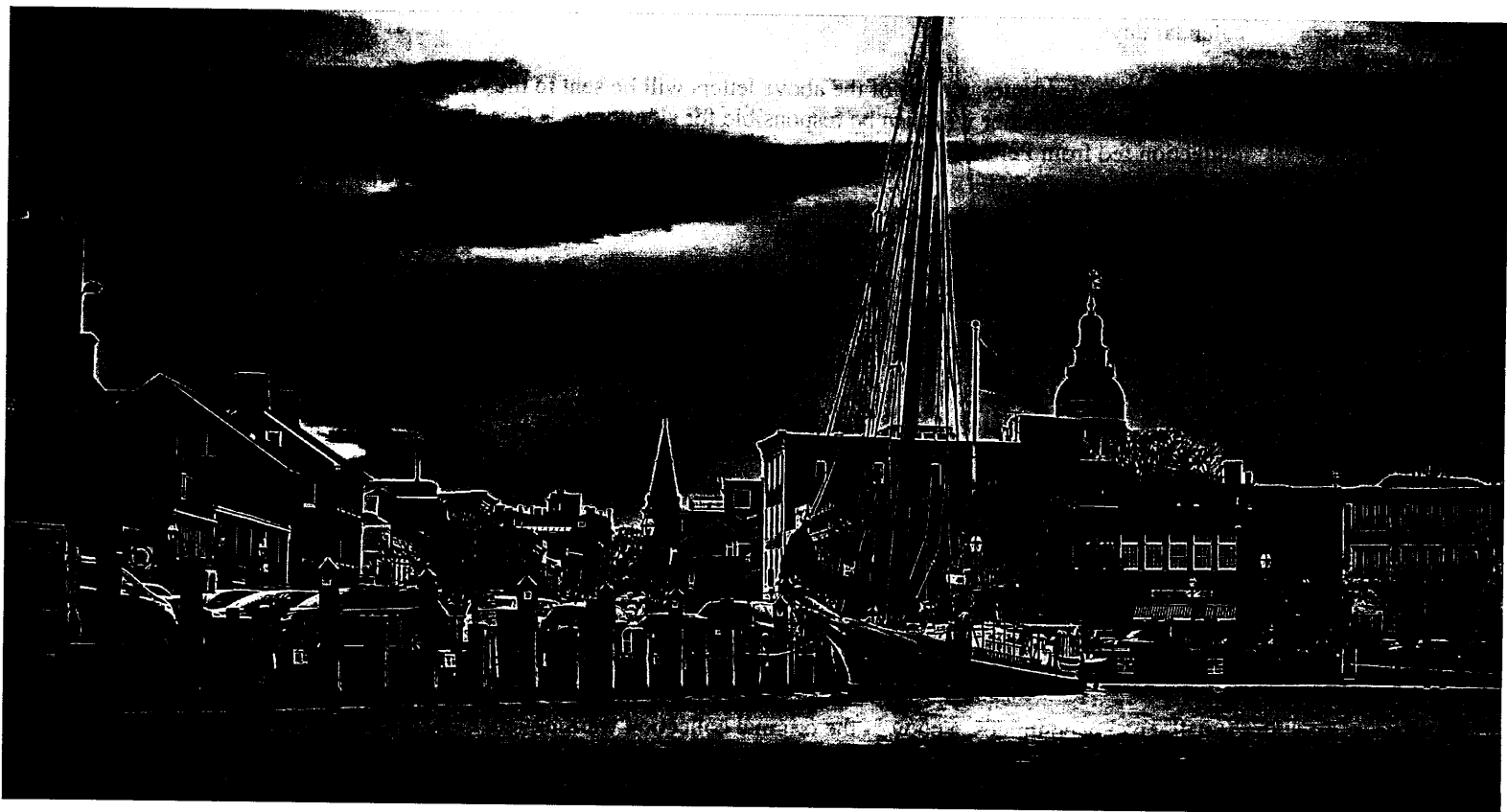
1. The property management will send a reminder notice to all owners that are 15 days delinquent in the payment of their monthly fee.
2. A late charge of the greater of: 10% of the delinquent amount or \$15.00, will be imposed on any delinquency that is continued for at least 15 calendar days. The late charge may not be imposed more than once for the same payment.
3. Between the 20<sup>th</sup> and the 30<sup>th</sup> day of delinquency, the property management will send a letter requesting immediate payment and advising the unit owner that all monthly fees will be accelerated for the remainder of the calendar year unless payment is received within 15 calendar days.
4. If delinquency continues, a copy of the above letters will be sent to the Council's attorney for follow-up and the owner will then be responsible for all attorney's fees in addition to a \$50 collection fee from Pelican Property Management.
5. Once an account is turned over to the attorney for collection, all communications will be between the attorney and the unit owner.
6. The Council's attorney will be authorized to institute suit for collection of the delinquency plus the late charge, actual cost of collection and reasonable attorney's fees and/or to record a Statement of Lien against the unit owner/owners, and proceed forthwith, or at any time after a Statement of Lien has been recorded, to enforce the same through sale, foreclosure, or any other means permitted under applicable law. The lien will include the balance of the full year's Condominium fees and make it payable in advance. Under the Lien process, the attorney will also be entitled to collect the late charges, actual cost of collection and reasonable attorney fees.

### **Collection Fines**

1. The property management will send a reminder notice to all owners who are 30 days delinquent in the payment of the collection fine.
2. If delinquency continues, a copy of the original collection warning letter and the delinquency letter will be forwarded to the attorney for collection. The owner will then be responsible for the attorney's fees in addition to a \$50 collection fee from Pelican Property Management
3. Once an account is turned over to the attorney for collection, all communications will be between the attorney and the unit owner.

# Quail Creek Condominium Association

W9 for Pelican



 **PELICAN**  
PROPERTY MANAGEMENT

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>																																											
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are **not required to sign the certification**, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶ *Philip Cohen*

Date ▶ *4/05/2021*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part-II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.