

Revised for 1982 Amendment

Fallswood I Condominium Association

P.O. Box 20921

Baltimore, Maryland 21209

410-323-1778

(mailing address and  
telephone number)

INFORMATION FOR DISCLOSURE TO PURCHASER

("Resale Certificate")

Unit No.: 9

Dated: September 25, 2019

Parking Space:

Building: \_\_\_\_\_

(This may be deleted if there is only 1 building)

Street Address: 9 Cross Keys Road, Baltimore, Maryland 21210

(This may be deleted if given above)

Seller(s): Ross & Lisa Nochumowitz

This document is issued by the Council of Unit Owners of the above named Condominium (hereinafter the "Council") to provide to the present owner of the unit certain information for disclosure to the purchaser of the unit. The Council does not guarantee the accuracy of this document, which shall have no operation or effect except as expressly provided by law. If an item in this document is not completed, it should not be assumed that the Council intended to state "none"; instead, the document should be returned to the Council for completion.

After the date of this document, stated above, it may become inaccurate or incomplete. The Council is not obligated to revise it to reflect changes occurring after that date, but will, upon receipt of the appropriate request and fee therefore issue another certificate having a later date. Inquiries should be addressed to the Manager at the address and telephone number first stated above; collect calls will not be accepted.

CONDOMINIUM DOCUMENTS: A copy of each of the following items, identified by its general title and date (with recording reference in parenthesis) is attached hereto:

1. Declaration of Condominiums, dated March 10, 1982  
(Liber 4165, Page 035) – 1<sup>st</sup> Amendment to Declaration (October 6, 1982)
2. By-Laws, as recorded simultaneously with the Master Deed/ Declaration  
(Liber 4165, Page 060) - Amendment to By-Laws (April 2, 2003) (Liber 3855  
Page 191)
3. Articles of Incorporation (April 5, 1982)
4. Rules and Regulations in force. 10/13/2004
5. Deed of Declaration and Agreement for Cross Key Maintenance Corporation  
(the "Master Association) dated September 25, 1970 (Liber 2717 Folio 585)  
as amended by an Amendment to Deed of Declaration and Agreement dated  
January 1, 2015( Liber\_\_\_\_, Folio \_\_\_\_)
6. Pre- Incorporation Agreement dated September 30, 1981, including Articles  
of Incorporation and By-Laws of Cross Keys Maintenance Corporation.

INFORMATION:

1. The conveyance of the unit would have the following effect on and be subject to rights of first refusal or other restraints on the free alienability of the unit imposed by the Condominium Documents listed above (note: this does not address similar matters that might be imposed by other instruments, such as mortgages, deeds of trust or other agreements by any owner of the unit):

None

**September 25, 2019**

2. A monthly common expense assessment of \$453.38 becomes due and payable of the 1st day of each month under the presently imposed assessments schedule, which is subject to change at any time. The unit is also subject to the following special or other assessments, that has or will become due and payable as follows:

Each assessment shall be subject to collection from any owner of the unit and enforceable against it as a lien, if the assessment is not paid when it becomes due and payable. At present, the following amount(s) is/are due and payable and unpaid as assessments on the unit or as otherwise stated:

\$ None as regular (monthly) assessments (**Paid Thru: Sept. 2019**)  
\$ None as special or other assessments  
\$ None as interest on overdue assessment  
\$ None as late charges on assessments  
\$ None as attorney's fees for collection  
\$ None as other costs of collection  
\$ None as fines or penalties

These and any other overdue amounts shall be subject to interest, late charges, attorney's fees, etc., in accordance with law.

3. In addition to fees that may be imposed from time to time for optional events and activities (parties, trips, etc.) the following regular fees are presently payable by the unit owners to the Council: Cross Keys Maintenance Corporation (included in Monthly assessment). One hundred dollars (\$100.00) non-refundable, move -in fee to be collected from buyer at time of settlement and \$50.00 Management transfer fee.

4. The following capital expenditures are presently approved by the Council but not disclosed in the current operating budget of the condominium:  
None

5. The most recent regularly prepared balance sheet and income and expense statement are those for the period ending August 31, 2019; and at that date, a copy of which is attached.

6. The current operating budget of the condominium is for its fiscal year ending December 31, 2019; a copy of it, as of its adoption is attached. There is no reserve fund for repair or replacement except those described below:

A. General Reserve Fund (undesignated) - \$523,425.87  
B. Designated (state project or name and amount of each):  
None

7. The condominium is subject to the following judgments against it and is a party to the following suits (note - suits for the collection of assessments, etc., against other units and owners thereof are omitted but details about them, if any, will be provided upon request):

None

**September 25, 2019**

8. The Council maintains certain insurance, which provides, subject to applicable limits, deductible amounts, and the terms of the appropriate policies:

- A. Property insurance on the common elements and units, exclusive of improvements and betterments installed in units, against fire and certain other perils as defined in the policy.
- B. Liability insurance covering certain occurrences in connection with the use, ownership, or maintenance of the common elements as defined in the policy.

A notice regarding property insurance and a statement of the insurance limits are attached. The policies may be inspected at the office of the Council or the insurance agent's office. Questions about the policy should be addressed to the agent, who is Nationwide Insurance, Inc. Attn: Jack Hutchison telephone: 410-647-9540. Statements by the agent and others are not binding on the Council of Unit Owners. The terms of the policies prevail over the description thereof in this Certificate.

Note: The unit owner should seek competent advice in regard to insurance; the following coverages are not provided by the insurance that is maintained by the Council: (i) property coverage for any improvements and betterments that have been made to the unit or any "contents" of the unit, such as furniture, furnishings, jewelry, clothing and other personal property, and (ii) liability insurance in regard to accidents or other occurrences (broken pipes, etc.) in the unit. There is a "Condominium Unit Owner's Policy" (Form HO-6) that may be written to cover the unit, but it must be obtained and paid for by the unit owner.

9. The Council has no knowledge of any alterations or improvements to the unit or its limited common elements that violate the Master Deed/Declaration, By-Laws or Rules and Regulations (no such violation is hereby waived by omission or otherwise):

Not to best of our knowledge

10. The Council has no knowledge of any violations of the health or building codes with respect to the unit or its limited common elements or any other portion of the condominium (no such violation is hereby waived by omission or otherwise):

Not to best of our knowledge

11. The condominium is subject to a leasehold estate having the following details (note - this does not address such matters as may be created by any owner of the unit, such as ground rent, mortgage, deed of trust or other lien or encumbrance on the unit):

None

12. Subject to the provisions to the Maryland Condominium Act and the Condominium Documents mentioned above, the following facilities are to be used by the unit owners and maintained by them or the Council of Unit Owners.

- A. The common elements of the condominium
- B. Other: Cross Keys Maintenance Corporation Properties - Fee included in association assessment

**September 25, 2019**

**NOTICE:** The Maryland Condominium Law required the purchaser of unit or his agent to provide to the Council the following information:

1. Name and forwarding address of the prior unit owner.
2. Name and address of each purchaser (new owner(s)).
3. Name and address of any mortgagee (includes beneficiary of a deed of trust).
4. Date of Settlement.
5. The amounts of any outstanding fees or assessments assumed by each party to the transaction - Note: liability for them may not be altered by any arrangement that is not binding on the Council.

Please send this information as soon as possible after settlement, addressed to the Manager's attention.

In addition, in order for the Council to consider any right of first refusal (see item 1 under "INFORMATION", above) the purchaser may be required to provide certain information, which should be sent to the Manager's attention. Questions about the information should be directed to the Manager. Collect calls will not be accepted.

This document is not valid unless signed by the President or Manager of the Condominium.

COUNCIL OF UNIT OWNERS OF  
Fallswood I CONDOMINIUM



BY: Michael J. Grier, President

TITLE: Managing Agent, VMI

Attachments: (each of the following is attached at time of issuance) See attached invoice.

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Comments on using this form:

1. The response and information in regard to insurance, especially the description of coverage's (Item 8) needs to be carefully reviewed.
2. It is suggested that the Council insist upon receiving written requests for a resale certificate signed by the unit owner or someone acting as his agent. The writer's Analysis of the 1981 revision of the Maryland Condominium Act includes a form for this purpose.
3. Where the response is "none", it is suggested that the provision be retained in the form rather than deleted.

September 25, 2019

<b>FALLSWOOD I CONDOMINIUM</b>						
<b>APPROVED</b>	<b>2019 BUDGET</b>					
		<b>7 Month End</b>	<b>Annual</b>	<b>Projected</b>	<b>Approved</b>	
		<b>7/31/2018</b>	<b>Budget</b>	<b>12 Month 18</b>	<b>2019</b>	<b>Variance</b>
				<b>Budget</b>	<b>Budget</b>	<b>2018/19</b>
<b>INCOME</b>						
Assoc Fees		222,702.06	379,197.00	375,000.00	379,197.00	-
Assoc Fees Pr Yr Collected		-	-	-	-	-
Moving Fees		400.00	800.00	700.00	800.00	-
Other Income		1,400.00	200.00	1,400.00	500.00	300.00
Insurance Claim		5,000.00	-	5,000.00	-	-
<b>TOTAL INCOME</b>		<b>229,502.06</b>	<b>380,197.00</b>	<b>382,100.00</b>	<b>380,497.00</b>	<b>300.00</b>
<b>OPERATING EXPENSE:</b>						
<b>ADMINISTRATIVE</b>						
Management Fee		16,712.50	28,650.00	28,650.00	28,800.00	150.00
Office Expense		201.47	650.00	645.00	650.00	-
Printing		358.32	750.00	645.00	750.00	-
Miscell. Bank Fees		120.54	250.00	121.00	-	(250.00)
Legal		299.95	2,000.00	575.00	2,000.00	-
Accounting/Audit		1,450.00	1,450.00	1,450.00	1,475.00	25.00
Insurance		32,780.13	36,000.00	37,475.00	37,500.00	1,500.00
<b>TOTAL ADMIN</b>		<b>51,922.91</b>	<b>69,750.00</b>	<b>69,561.00</b>	<b>71,175.00</b>	<b>1,425.00</b>
<b>BUILDING &amp; GROUNDS</b>						
Gas		7,144.07	14,000.00	13,800.00	14,000.00	-
Electric		13,784.50	23,500.00	21,450.00	23,000.00	(500.00)
Water/Sewer		37,752.95	56,000.00	61,085.00	56,000.00	-
Pr Yr Water/Sewer		-	-	-	-	-
Janitor Supplies		126.29	1,000.00	325.00	750.00	(250.00)
CKMC Assessment		31,504.69	59,400.00	54,100.00	59,400.00	-
Building Maint		30,242.88	50,000.00	52,285.00	50,000.00	-
Insurance Claim Expense		-	-	-	-	-
Pest Control		1,029.00	2,750.00	2,515.00	2,750.00	-
Trash Removal		9,348.50	15,500.00	15,850.00	15,750.00	250.00
Landscape Maint.		15,805.97	30,000.00	26,750.00	30,000.00	-
Snow Removal		4,917.00	10,000.00	4,917.00	10,000.00	-
Janitorial Contract		9,100.00	16,000.00	15,600.00	16,000.00	-
		160,755.85	278,150.00	268,677.00	277,650.00	(500.00)
<b>TOTAL OPER. EXP.</b>		<b>212,678.76</b>	<b>347,900.00</b>	<b>338,238.00</b>	<b>348,825.00</b>	<b>925.00</b>
<b>INCOME(LOSS) BEFORE TAX</b>		<b>16,823.30</b>	<b>32,297.00</b>	<b>43,862.00</b>	<b>31,672.00</b>	<b>(625.00)</b>
<b>RESERVE FOR REPLACE.</b>		<b>18,375.00</b>	<b>31,500.00</b>	<b>31,500.00</b>	<b>31,200.00</b>	<b>(300.00)</b>
<b>INCOME TAXES</b>		<b>211.00</b>	<b>797.00</b>	<b>211.00</b>	<b>472.00</b>	<b>(325.00)</b>
<b>NET INCOME</b>		<b>(1,762.70)</b>	<b>-</b>	<b>12,151.00</b>	<b>-</b>	<b>-</b>

Fallswood I Condominium Inc  
**Balance Sheet**  
As of August 31, 2019

	<u>Aug 31, 19</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
OPERATING ACCOUNTS	
0102 · Checking - Union Bank	65,844.16
Total OPERATING ACCOUNTS	<u>65,844.16</u>
RESERVE ACCOUNTS	
0202 · Morgan Stanley - Money Fund	22,482.49
0203 · Morgan Stanley Accrued Interest	2,833.38
0204 · Morgan Stanley - CD's	475,000.00
0205 · Morgan Stanley Other Investment	23,110.00
Total RESERVE ACCOUNTS	<u>523,425.87</u>
Total Checking/Savings	<u>589,270.03</u>
Total Current Assets	<u>589,270.03</u>
<b>TOTAL ASSETS</b>	<b><u><u>589,270.03</u></u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
OPERATING EQUITY	
0520 · Operating Fund Balance	83,207.96
Total OPERATING EQUITY	<u>83,207.96</u>
RESERVES	
0500 · Reserve for Replacement (Fwd)	545,879.26
0501 · Reserve Additions	20,800.00
0502 · Reserve Withdrawals	-49,331.47
0503 · Interest Earned on Reserves	6,078.08
Total RESERVES	<u>523,425.87</u>
Net Income	<u>-17,363.80</u>
Total Equity	<u>589,270.03</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>589,270.03</u></u></b>

## Fallswood I Condominium Inc Profit & Loss Budget Performance August 2019

Income	Aug 19	Budget	\$ Over Budget	Jan - Aug 19	YTD Budget	\$ Over Budget	Annual Budget
<b>OPERATING INCOME</b>							
0610 - Association Fees	30,802.41	31,599.75	-797.34	257,246.96	252,798.00	4,448.96	379,197.00
0630 - Moving Fees	300.00	66.66	233.34	1,000.00	533.34	466.66	800.00
0640 - Other Income	400.00	41.66	358.34	1,900.00	333.34	1,566.66	500.00
<b>Total OPERATING INCOME</b>	<b>31,502.41</b>	<b>31,708.07</b>	<b>-205.66</b>	<b>260,146.96</b>	<b>253,664.68</b>	<b>6,482.28</b>	<b>380,497.00</b>
<b>Total Income</b>	<b>31,502.41</b>	<b>31,708.07</b>	<b>-205.66</b>	<b>260,146.96</b>	<b>253,664.68</b>	<b>6,482.28</b>	<b>380,497.00</b>
<b>Expense</b>							
<b>ADMINISTRATIVE EXPENSES</b>							
0700 - Management Fee	2,400.00	2,400.00	0.00	19,200.00	19,200.00	0.00	28,800.00
0720 - Office Expense	79.10	54.16	24.94	580.87	433.34	147.53	650.00
0730 - Printing	71.88	62.50	9.38	491.56	500.00	-8.44	750.00
0750 - Legal	420.00	166.66	253.34	720.00	1,333.34	-613.34	2,000.00
0760 - Accounting/Audit	0.00	0.00	0.00	1,490.00	1,475.00	15.00	1,475.00
0770 - Insurance	0.00	3,125.00	-3,125.00	33,716.26	25,000.00	8,716.26	37,500.00
<b>Total ADMINISTRATIVE EXPENSES</b>	<b>2,970.98</b>	<b>5,808.32</b>	<b>-2,837.34</b>	<b>56,198.69</b>	<b>47,941.68</b>	<b>8,257.01</b>	<b>71,175.00</b>
<b>BUILDING &amp; GROUNDS EXPENSE</b>							
0810 - Gas	778.01	1,166.66	-388.65	8,583.31	9,333.34	-750.03	14,000.00
0820 - Electric	952.39	1,916.66	-964.27	12,759.91	15,333.34	-2,573.43	23,000.00
0830 - Water/Sewer	0.00	4,666.66	-4,666.66	42,000.00	37,333.34	4,666.66	56,000.00
0840 - Janitor Supplies	15.58	62.50	-46.92	578.45	500.00	78.45	750.00
0900 - CKMC Assessment	5,334.00	4,950.00	384.00	42,672.00	39,600.00	3,072.00	59,400.00
0910 - Building Maintenance	2,272.65	4,166.66	-1,894.01	42,129.49	33,333.34	8,796.15	50,000.00
0930 - Pest Control	328.00	229.16	98.84	1,399.00	1,833.34	-434.34	2,750.00
0940 - Trash Removal	1,258.00	1,312.50	-54.50	10,259.00	10,500.00	-241.00	15,750.00
0960 - Landscape Maintenance	2,589.63	2,500.00	89.63	20,824.91	20,000.00	824.91	30,000.00
0970 - Snow Removal	0.00	0.00	0.00	6,045.00	10,000.00	-3,955.00	10,000.00
1050 - Janitorial Contract	1,300.00	1,333.33	-33.33	10,400.00	10,666.68	-266.68	16,000.00
<b>Total BUILDING &amp; GROUNDS EXPENSE</b>	<b>14,828.26</b>	<b>22,304.13</b>	<b>-7,475.87</b>	<b>197,651.07</b>	<b>188,433.38</b>	<b>9,217.69</b>	<b>277,650.00</b>
<b>REPLACEMENT RESERVES</b>							
2000 - Reserve for Replacement	2,600.00	2,600.00	0.00	20,800.00	20,800.00	0.00	31,200.00
2010 - Income Taxes	0.00	0.00	0.00	2,861.00	472.00	2,389.00	472.00
<b>Total REPLACEMENT RESERVES</b>	<b>2,600.00</b>	<b>2,600.00</b>	<b>0.00</b>	<b>23,661.00</b>	<b>21,272.00</b>	<b>2,389.00</b>	<b>31,672.00</b>
<b>Total Expense</b>	<b>20,399.24</b>	<b>30,712.45</b>	<b>-10,313.21</b>	<b>277,510.76</b>	<b>257,647.06</b>	<b>19,863.70</b>	<b>380,497.00</b>
<b>Net Income</b>	<b>11,103.17</b>	<b>995.62</b>	<b>10,107.55</b>	<b>-17,363.80</b>	<b>-3,982.38</b>	<b>-13,381.42</b>	<b>0.00</b>

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

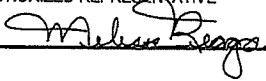
DATE(MM/DD/YYYY)  
12/12/2018

<b>PRODUCER</b> Jack Hutchison Ins. Agency, Inc. 517 Benfield Road, Suite 201 Severna Park, MD 21146 410-647-9540		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Fallswood One Condominium Association c/o Village Management, Inc. PO Box 20921 Baltimore, MD 21209		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: <b>Nationwide P&amp;C Insurance Company</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**  
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Ded: \$5,000 81 units GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BPHK 5112888738	12/01/18	12/01/19	EACH OCCURRENCE	\$ 1,000,000
						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
						Eqpt Bkdn	included
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CAF 5112888738	12/01/18	12/01/19	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Building Limit Crime/Fidelity	BPHK 5112888738 CRM 5112888738	12/01/18 12/01/18	12/01/19 12/01/19	(100% Repl) \$5000 ded	Limit: \$14,280,000
							Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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# **Fallswood I Condominium**

## **Notice Regarding Property Insurance Deductible**

Pursuant to the provisions of Section 11-114 of the Maryland Condominium Act and the Condominium By-Laws, The Council of Unit Owners of the Condominium is responsible for obtaining and maintaining a Master Insurance Policy insuring the Common Elements and Units (exclusive of improvements or betterments installed in the Units by Unit Owners other than the developer) from commonly-insured against casualties. Unit Owners are advised that, if the cause of any damage to or destruction of any portion of the Condominium originates from their Unit ( regardless of fault), the Owner of that unit where the cause of the damage or destruction originated is responsible to the Council of Unit Owners for the reimbursement of any resulting deductible under the Master Insurance Policy up to the maximum \$5,000.00. Unit Owners are strongly encouraged to obtain supplemental insurance coverage upon their personal property, improvements, and betterments, and to protect against liability for repayment of any insurance deductible under the Condominium's Master Insurance Policy.

All Unit Owners are advised that the property insurance deductible under the Condominium's Master Insurance Policy is \$5,000.00.

FALLSWOOD I CONDOMINIUM  
DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM, made this 10th day of March, 1982 in Baltimore City, Maryland, by VILLAGE PROPERTIES OF CROSS KEYS, INC., having an address at c/o Columbia Residential Management, Inc., 9050 Red Branch Road, Suite K, Columbia, Maryland 21045 (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner, in fee simple, of that certain real property located in Baltimore City, Maryland, described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the property is improved with four (4) buildings (the "Buildings") containing eighty-one (81) residential units and thirty-two (32) parking stall units; and

WHEREAS, the Declarant desires to submit, and by these presents does hereby submit, the Property and the Buildings to a horizontal property regime pursuant to the provisions of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland as amended (the "Horizontal Property Act"); and

WHEREAS, the Declarant has filed, on the 15th day of March, 1982, in the office of the Clerk of the Superior Court of Baltimore City, Maryland, the "Condominium Plat - Fallswood I Condominium," consisting of four (4) sheets (the "Plats"), prepared by Whitman, Requardt and Associates, dated August 1, 1981, which plats are recorded in Plat Book CWM, Jr. No. 75 through \_\_\_\_\_.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares that all the Property described in Exhibit "A" attached hereto, together with all improvements heretofore constructed thereon, and all rights, alleys, ways, waters, privileges and appurtenances thereto, subject to the operation and effect of any and all instruments which have been recorded among the Land Records of Baltimore City prior to the recordation of this Declaration, is hereby submitted to a condominium regime known as Fallswood I Condominium and shall

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be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereafter set forth, including the provisions of the By-Laws of the Council of Unit Owners of Fallswood I Condominium, Inc., (the "By-Laws") attached hereto as Exhibit "B" and incorporated herein, and all notes, legends, memoranda and other data appearing on the aforesaid record plats, all of which are declared and agreed to be in aid of a plan for the improvement of the Property, and the divisions thereof into condominiums and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof which holds such interest solely as security for the performance of an obligation.

TOGETHER with all the rights, privileges and powers of a Lot Owner under and pursuant to the Deed of Declaration and Agreement dated September 25, 1970, recorded among the Land Records of Baltimore City, in Liber RHB No. 2717, folio 585, by the Village of Cross Keys, Incorporated, et al., and an agreement entitled "Request For Formation of Maintenance Corporation" dated September 30, 1981, and recorded among the Land Records of Baltimore City in Liber CWM, Jr No. 4107, folio 472, pertaining to development, maintenance, operation and use of certain Common Facilities and Recreational Facilities of the Cross Keys Tract, all as more particularly described and defined in the aforesaid Deed of Declaration and Amendatory Agreement. It is understood that the owner or owners of each Condominium Unit as hereinafter defined shall not be deemed to attain the status of a Lot Owner as that term is defined in the aforesaid Deed of Declaration and Agreement, but that the Council of Unit Owners of Fallswood I Condominium, Inc., shall be considered such a Lot Owner;

SUBJECT, HOWEVER, to all the obligations, burdens and duties of a Lot Owner pursuant to the aforesaid documents, including particularly, but not by way of limitation, the burden of all easements imposed by said Deed of Declaration and Agreement; and

SUBJECT FURTHER, to the obligation of paying a proportionate share of the costs and expenses of operation and maintenance of the Common Facilities and Recreational

Facilities of the entire Cross Keys Tract, which Facilities and which Cross Keys Tract are defined in the aforesaid Deed of Declaration and Agreement (which proportionate share attributable to the Council of Unit Owners as Lot Owner shall be a common expense of the Condominium assessable against the Unit Owners in accordance with the percentage interests set forth in Exhibit "C" hereto); and

SUBJECT FURTHER, HOWEVER, to a perpetual non-exclusive easement reserved by Declarant, its successors and assigns in order to allow roads, walkways and driveways on lots adjoining the Condominium Property to connect or tie into the Common Facilities roads and walkways located on the Property, as they may exist from time to time, and for their maintenance, repair, relocation and replacement.

SECTION 1. Definitions.

1.1. As used in the provisions of this Declaration, each of the following terms shall be deemed to have the meaning which is hereinafter in this Section ascribed to it:

(1) "Act" shall mean the statute entitled "Horizontal Property Act" and codified as Title II of the Real Property Article of the Annotated Code of Maryland or successor statutes, codifications and recodifications thereof.

(2) "By-Laws" shall mean that document, the initial form of which is referred to in the provisions of subsection 6.1., as from time to time amended and designated as Exhibit "B".

(3) "Code" shall mean the Annotated Code of Maryland, as amended.

(4) "Common Elements" shall consist of all of the Condominium other than Units and shall be comprised of Limited Common Elements and General Common Elements.

(5) "Common Expenses" shall mean the aggregate of (a) any and all expenses incurred by the Council in exercising the rights and powers, and in discharging the duties, vested in, exercisable by or imposed under the Act, the Declaration or the By-Laws, and (b) any and all amounts which the Council resolves to deposit in a reserve fund pursuant to the By-Laws.

(6) "Common Profits" shall, for the period in question, mean the amount, if any, by which the Council Receipts for such period exceed the Common Expenses for such period.

(7) "Condominium" shall mean the property hereby subject to the condominium regime under the Act.

(8) "Condominium Plat" shall mean, collectively, those plats which are designated as "Condominium Plat - Fallswood I Condominium" consisting of four (4) sheets prepared by Whitman, Requardt & Associates, dated August 1, 1981, as aforesaid, together with any amendatory plat thereto which at any time hereafter has become effective pursuant to the provisions of the Act, this Declaration and the By-Laws.

(9) "Condominium Regime" shall mean the condominium regime to which, pursuant to the provisions of Section 11-102 of the Act, all of the land, improvements thereon and appurtenances which from time to time collectively constitute the Condominium are subjected by the recordation among the Land Records of this Declaration, the By-Laws and the Condominium Plat, as from time to time amended.

(10) "Contract Purchaser" shall mean any person who enters into a contract (other than a land installment contract, as that term is defined by the provisions of Title 10, Section 10-101(b) of the Real Property Article of the Code) which has been recorded among the Land Records and which, at the time in question, entitles such person to purchase a unit from the Declarant or any other unit owner, but who does not hold the legal title of record to such unit.

(11) "Council" shall mean the Council of Unit Owners.

(12) "Council of Unit Owners" shall mean the entity referred to in the provisions of subsection 6.2.

(13) "Declaration" shall mean this instrument, as from time to time amended.

(14) "Declarant" shall mean (a) the person hereinabove named as such, (b) such person's successors, (c) each person to whom such person or any other person who as the Declarant expressly assigns his rights as the Declarant hereunder in the manner set forth in the provisions of subsection 9.2., and (d) each such assignee's heirs, personal representatives and successors; provided that no Unit Owner, Mortgagee, Lessee or Contract purchaser shall merely by virtue of its status as such, be deemed to be the Declarant.

(15) "Dwelling" shall mean a single unit providing complete, independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

(16) "General Common Elements" shall consist of the Property, the Buildings, the improvements and the systems which are not part of any Unit and which are not a Limited Common Element.

(17) "Land Records" shall mean the Land Records of Baltimore City, Maryland.

(18) "Lessee" shall mean any lessee or sublessee of a Unit from the Declarant or another Unit Owner or person.

(19) "Limited Common Elements" are the areas of the Condominium adjacent to a particular Unit or declared to be appurtenant thereto as designated on the Condominium Plat, and reserved for the exclusive use of that Unit Owner.

(20) "Mortgage" shall mean any mortgage or deed of trust encumbering any unit, and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time to time in the locality of the Condominium (including, by way of example rather than of limitation, any such other form of security arrangement arising under any deed of trust, sale and leaseback documents, lease and leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute),

provided that such mortgage, deed of trust or other form of security instrument, and any instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

(21) "Mortgagee" shall mean the holder of any recorded mortgage or the beneficiary of any recorded deed of trust.

(22) "Mortgagee in Possession" shall mean any person who is either (a) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such persons, or (b) the Unit Owner of a Unit as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either as the result of a foreclosure proceeding under a Mortgage securing such person and covering such Unit, or in lieu of such foreclosure proceeding.

(23) "Mortgagor" shall mean the Unit Owner of a Unit, the title of which is encumbered by a Mortgage.

(24) "Percentage Interest in the Common Expenses and Common Profits" shall mean that fraction of the Common Expenses and Common Profits which is appurtenant to a Unit and which is ascribed to the Unit Owner thereof, all under the provisions of Section 11-107(b) of the Act and subsection 5.2. hereof.

(25) "Person" shall mean any natural person, trustee, corporation, partnership or other legal entity.

(26) "Undivided Percentage Interest in the Common Elements" shall mean that undivided interest in the Common Elements which is appurtenant to a Unit and is owned by the Unit Owner thereof, all under the provisions of Section 11-107(a) of the Act, subsection 5.1. hereof and set forth in Exhibit "C".

(27) "Unit" shall mean the property, space or area located within certain horizontal and vertical plane and those systems and facilities servicing same, all as more fully described in subsection 3.2. hereof.

(28) "Unit Owner" shall mean any person or combination of persons (including, by way of example rather than of limitation, the Declarant) who (a) holds the legal title to a Unit under a deed or other instrument, or (b) is the purchaser of a Unit under a land installment contract (as that term is defined by the provisions of Title 10, Section 10-101(b) of the Real Property Article of the Code), if and only if such deed, other instrument or land installment contract is recorded among the Land Records at the time with respect to which reference to this definition is made; provided, that (i) no Lessee or Contract Purchaser shall, merely by virtue of such person's status as such, be deemed to be a Unit Owner; and (ii) no Mortgagee shall be deemed to be the Unit Owner of a Unit unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption therein.

(29) "Use" shall mean, (a) any activity or purpose deemed by any governmental authority charged with enforcing the Baltimore City Zoning regulations to be a "permitted use" for purposes of such regulation; (b) any purpose for which any Unit or land is used or occupied, and (c) any activity, occupation or operation carried on in a Unit or on any land.

(30) "Votes" shall mean the votes which, under the provisions of Section 11-109(c)(5) of the Act and subsection 6.3 hereof, the Unit Owners are entitled to cast in their capacities as such at meetings of the Council of Unit Owners.

1.2. Any other term to which meaning is specifically ascribed by any provision of this Declaration shall for purposes of this Declaration and the By-Laws be deemed to have such meaning.

1.3. Any term to which meaning is specifically ascribed by any provisions of this Declaration and/or the By-Laws, and which is used in the Act, shall wherever possible be construed in a manner which is consistent with any construction of such term as so used in the Act. Where such consistency of construction is not possible, the definitions set forth hereinabove shall govern to the extent allowed by law.



SECTION 2. Name.  
This Condominium shall be known as  
"Fallswood I Condominium".

SECTION 3. Condominium Property and Condominium Units.  
3.1. Condominium Property. The real property which is and shall be subjected to this Declaration is located in Baltimore City, State of Maryland, and is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof. Attached hereto and made a part hereof as Exhibit "C" is a list of all Units, the Buildings, their unit designations, and the percentage interest of each Unit in the Common Elements. The approximate areas, locations and elevations of the Units, and the locations of the Buildings, the Property and the Common Elements are shown on the Condominium Plat which is incorporated herein and by this reference made a part hereof.

3.2. Units. The Condominium shall consist of eighty-one (81) residential Units and thirty two (32) parking stall Units.

(1) Each residential condominium Unit shall consist of the property space located within certain hereinafter defined horizontal and vertical planes. The lower vertical boundary of any such residential condominium unit is a horizontal plane, coincident with the uppermost side of the lowermost concrete floor of the Unit, extending to intersect the lateral boundaries thereof. The upper vertical boundary is a horizontal plane, coincident with the lowermost surface of the concrete floor of the Unit above or with the bottom of the truss supporting the roof whichever is applicable except for residential condominium Unit numbers 10 in Building Group A, 20 in Building Group B, 3 in Building Group C and 9 in Building Group D where the upper plane is coincident with the undermost side of the wooden component of the roof, extending to intersect the lateral boundaries thereof. The lateral boundaries of such condominium units are the vertical planes coinciding with the outermost boundary lines of the residential condominium Units, as shown on the Condominium Plat, extending to intersect the upper and lower vertical boundaries thereof and the other lateral boundaries of the residential condominium unit. The lateral boundary line of a residential condominium unit shall be a vertical plane coinciding with the unfinished side of any dry wall abutting or adjacent to any masonry perimeter wall except, however, in the case of any fire wall separating two (2) residential condominium Units, the lateral boundary line shall be the vertical plane coinciding with the centerline of such fire wall. The area of

each residential Unit and Limited Common Elements appurtenant thereto is computed accordingly in square footage and designated on the Condominium Plat.

Each residential condominium Unit shall include all the space and facilities located within the area above described for such residential condominium Unit (except such space and facilities as are hereinafter described as General Common Elements), including but not limited to the walls, ceilings, flooring, carpeting, partitions, doors, windows, mechanical, plumbing, heating, electrical and other equipment and facilities serving only that residential condominium Unit. Specifically included as part of each residential condominium Unit is the air conditioning system for that Unit, together with its appropriate air compressor located on the roof.

The fire wall separating a residential condominium Unit from the residential condominium Unit immediately adjacent to it shall constitute a party wall and to the extent not inconsistent with the provisions of the Declaration, Condominium Plat and the Act, the general rules of law regarding party walls with respect to liability for property damage and maintenance shall apply.

(2) Each parking stall condominium Unit shall consist of the space within a rectangular box, the base of which is the outline of the parking stall condominium Unit as shown on the Condominium Plat. The lower vertical boundary of any such parking stall condominium Unit is a horizontal plane, the lower boundary being coincident with the lowermost side of the concrete slab of the parking stall condominium Unit, extending to intersect the lateral boundaries thereof. The upper vertical boundary is a horizontal plane, the upper boundary of which is the finished surface of the finished surface structural dry wall ceiling, extending to intersect the lateral boundaries thereof. The lateral boundaries of such parking stall condominium Unit are the vertical planes which form the front, rear and sides of the outline of the rectangle shown on the Plat extended so as to intersect the above-mentioned lower and upper boundaries. The boundary of the front, rear and sides of any parking stall condominium Unit which adjoins any masonry perimeter wall shall be a vertical plane abutting or adjacent to the finished surface of that wall. The lateral boundary line between two

parking stall condominium Units not separated by a wall shall be a vertical plane coinciding with the broken line indicated on the Condominium Plat.

Any wall separating a parking stall condominium Unit from a residential condominium Unit immediately adjacent to it shall constitute a party wall and to the extent not inconsistent with the provisions of the Declaration, Condominium Plat and the Act, the general rules of law regarding any party walls, with respect to liability for property damage and maintenance shall apply.

The area of each parking stall condominium Unit is computed accordingly in square footage and designated on the condominium Plat.

Each parking stall Unit shall be designated with the prefix "P".

SECTION 4.

Common Elements.

4.1. The Common Elements. The Common Elements shall consist of all of the Condominium other than the Units, and shall be comprised of the Limited Common Elements and the General Common Elements.

4.2. The General Common Elements. The General Common Elements shall consist of the Property and the Buildings, improvements, facilities and systems thereon situate or therein contained, which are not a part of any Unit and which are not a Limited Common Element. The General Common Elements shall include but not be limited to streets, curbs, sidewalks, walks, stairs, stairways, roofs (exclusive of compressors, which are specifically included as part of the Unit), gutters, downspouts, parking areas (other than a parking stall condominium Unit), lawn, trees, shrubbery, fire escapes, laundry and storage rooms, utility mains, pipes, ducts, water mains and other utility lines, chimney flues and encasing, and all other apparatus and installations existing for the common use, or necessary or convenient to the existence, maintenance or safety of the Condominium or any part thereof.

4.3. The Limited Common Elements. The Limited Common Elements shall consist of those designated as such on the Condominium Plat, including balconies and patios, the furnace rooms adjoining the terrace residential condominium Units of

Building Groups B and D, and certain yard areas. The Limited Common Elements are reserved for the exclusive use of the Unit Owners of the Unit or Units which are immediately adjacent to said Limited Common Element or Limited Common Elements or to which they are declared to be appurtenant by appropriate designation on the Condominium Plat. The Limited Common Elements shall not include any utility mains, pipes, ducts, water mains or other utility lines which may lie within the boundaries of the Limited Common Elements. Said utility mains, pipes, etc., shall remain General Common Elements and as such, shall not be obstructed, damaged or interfered with by any Unit Owner.

4.4. Ownership of the Common Elements. The Common Elements shall be owned by all of the Unit Owners as tenants in common, each of which shall have the undivided percentage interest therein which is set forth in Section 5 hereof. The undivided interest in the Common Elements shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed of conveyance or any other instrument.

4.5. Existing Physical Boundaries of Unit. The existing physical boundaries of any Unit or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries therefor as shown on the Condominium Plat shall conclusively be presumed to be the boundaries of such Unit or Common Element regardless of whether (a) there has occurred any shifting, settlement or lateral movement of the Building or other portions of the Condominium within or upon which such Unit or Common Element is located, or (b) there is any minor variation between the boundaries as shown on the Condominium Plat and such existing physical boundaries.

4.6. Encroachment. If any of the improvements included within the Common Elements encroach upon any Unit, or if any of the improvements included within a Unit encroach upon another Unit or the Common Elements, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any Building or other improvement forming part of the Condominium which occurs for any reason (including, by way

of example rather than of limitation, the partial or total destruction thereof by fire or other casualty, or as a result of the condemnation or other taking thereof through the exercise or threatened exercise of a power of eminent domain), an easement for such encroachment and for the maintenance of the improvements so encroaching shall exist for so long as such improvements exist. Every portion of a Unit which contributes to structural support shall be burdened by an easement of structural support for the benefit of all other Units and the Common Elements.

4.7. Repair of Structures. Each structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Each Unit Owner shall be responsible to the Council of Unit Owners for the repair of any damage to the Common Elements (Limited and General) caused by him or any occupant of his Unit. The repair and maintenance of the air compressors located on the roof of each building are the responsibility of the Unit Owner which it services; however, no Unit Owner may alter or change the location, color or design of said air compressors without the prior written consent of the Board of Directors. All privacy fences are General Common Elements to be maintained and replaced by the Council of Unit Owners.

SECTION 5. Undivided Percentage Interest.

5.1. In Common Elements. Each Unit Owner shall own such undivided percentage interest in the Common Elements of the Condominium as set forth in Exhibit "C".

Said undivided percentage interest in the Common Elements shall have a permanent character and, except as specifically provided by the Act, may not be changed without the written consent of all of the Unit Owners and Mortgagees. Any change shall be evidenced by an amendment to this Declaration and recorded among the Land Records. The undivided percentage interest in the Common Elements may not be separated from the Units to which they appertain.

5.2. In Common Expenses and Profits. Each Unit Owner's share of the Common Expenses and Common Profits shall be the same as the Unit Owner's undivided percentage interest in the Common Elements of the Condominium.

SECTION 6. The By-Laws; The Council of Unit Owners; Votes; Council Property

6.1. The By-Laws. The affairs of the Condominium shall be governed in accordance with the By-Laws hereinbefore

designated as Exhibit "B", and may be amended from time to time in accordance with the provisions thereof, the provisions of the Act and this Declaration.

6.2. The Council of Unit Owners.

(1) Entity. The affairs of the Condominium shall be governed by the Council, an entity incorporated as a nonstock corporation, organized and existing under the laws of Maryland, the members of which shall be the Unit Owners.

(2) Rights, Powers and Duties. The Council shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by the provisions of this Declaration, the By-Laws or applicable law.

6.3. Votes.

(1) Number. Each Unit Owner shall be entitled to cast on each question before the Council, a vote equal to the total number of votes attributable to that Unit as set forth in Exhibit "C".

(2) Appurtenant to Unit. The vote which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from his Unit, but the foregoing shall not be deemed to prohibit any Unit Owner from giving a proxy to cast such vote to any person in accordance with the provisions of this Declaration and the By-Laws, or to alter or impair the operation and effect of any provision of this Declaration, the By-Laws or applicable law pursuant to which either (a) a Unit Owner's right to cast such vote may be suspended, or (b) his exercise of such right may be conditioned upon his having furnished to the Council any information which he is required to furnish under any such provision.

6.4. Council Property. Except as otherwise expressly conferred upon him by the provisions of this Declaration, the By-Laws or applicable law, or by the Council and further excepting his ownership of a percentage interest in the Common Expenses and Common Profits pursuant to the provisions of this Declaration, no Unit Owner shall, by virtue of his status as such, have either (a) any right, title or interest in or to any of the Council's property or other

assets, or (b) any right to possess, use or enjoy any such property or other assets.

SECTION 7. Easements.

7.1. General Reservation. The Declarant for itself, its successors and assigns reserves a perpetual, non-exclusive easement through the parking stall condominium Units for the use as a means of ingress and egress, by foot, to residential condominium Units, subject to the right of the Unit Owner of the parking stall condominium Unit to park his vehicle within the parking stall condominium Unit.

7.2. Specific Reservation. Further, Declarant for itself, its successors and assigns reserves the following specific perpetual easements:

(1) A perpetual easement through parking stall condominium Unit P-1 for the benefit of residential condominium Unit 14A for use as a means of ingress and egress, by foot, to its Furnace Room (a Limited Common Element).

(2) A perpetual easement through parking stall condominium Unit P-5 for the benefit of residential condominium Unit 16A for use as a means of ingress and egress, by foot, to its Furnace Room (a Limited Common Element).

(3) A perpetual easement through parking stall condominium Unit P-9 for the benefit of residential condominium Unit 18A for use as a means of ingress and egress, by foot, to its Furnace Room (a Limited Common Element).

(4) A perpetual easement through parking stall condominium Unit P-16 for the benefit of residential condominium Unit 22A for use as a means of ingress and egress, by foot, to its Furnace Room (a Limited Common Element).

(5) A perpetual easement through parking stall condominium Unit P-17 for the benefit of residential condominium Unit 7A for use as a means of ingress and egress, by foot, to its Furnace Room (a Limited Common Element).

(6) A perpetual easement through parking stall condominium Unit P-24 for the benefit of residential condominium Unit 11A for use as a means of ingress and egress, by foot, to its Furnace Room (a Limited Common Element).

(7) A perpetual easement through parking stall condominium Unit P-28 for the benefit of residential condominium Unit 15A for use as a means of ingress and egress, by foot, to its Furnace Room (a Limited Common Element).

(8) A perpetual easement through parking stall condominium Unit P-32 for the benefit of residential condominium Unit 17A for use as a means of ingress and egress, by foot, to its Furnace Room (a Limited Common Element).

These specific easement reservations are subject to the right of the Unit Owner of the parking stall condominium Unit to park his vehicle within the parking stall condominium Unit.

7.3. General Easement.

(1) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all General Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Council of Unit Owners.

7.4. Easement for Access to Units and Reservation to Facilitate Sales.

(1) Declarant reserves for itself, the Managing Agent and for any other person authorized by the Board of Directors the right of access to any Unit as provided in Sections 4.5 and 9.2 of the By-Laws.

(2) Declarant reserves for itself, its successors and assigns the right to use any Unit owned or leased by it as a model or sales center until all Units are conveyed and the right to maintain on the Property such advertising signs as deemed appropriate with the right to relocate and remove same at its discretion.



SECTION 8. Rights of Mortgagees.

8.1. General.

(1) Rights of Mortgagee in Possession.

Regardless of whether a Mortgagee in Possession of a Unit is its Unit Owner, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Council and any other Unit Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Unit Owner thereof.

(2) Obligation of Mortgagee in Possession.

Any Mortgagee in Possession of a Unit shall (subject to the operation and effect of the provisions of this Declaration, the By-Laws or applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided that nothing in the foregoing provisions of this subsection shall be deemed in any way to relieve any Unit Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Unit Owner to satisfy any of the same.

8.2. Priority over Assessment. The interest in a Unit held by a Mortgagee thereof under its Mortgage shall be:

(1) Free of any claim or lien for any Assessment levied against such Unit before such Mortgage is recorded among the Land Records unless prior to such recordation a statement of condominium lien (as that term is defined by the provisions of Section 11-110 of the Act) in respect of such Assessment as recorded among the Land Records, other than any claim for a pro rata share of the amount represented by such Assessment which results from any pro rata reallocation of such Assessment among all of the Units, including such Unit; and

(2) Free of any such claim or lien arising after such recordation of such Mortgage, and before such Mortgagee is a Mortgagee in Possession of such Unit.

8.3. Actions Conditioned on Mortgagee's Approval.  
Unless each first Mortgagee of each Unit which would be affected thereby gives its prior written approval thereof, neither the Council nor any Unit Owner shall by act or omission:

(1) Abandon or terminate the Condominium except as provided for in the Act in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(2) Partition or subdivide, or seek to partition or subdivide, any such Unit;

(3) Seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements, or pursuant to other provisions of this Declaration, shall not be deemed prohibited by the foregoing provisions of this subsection; or

(4) Use any proceeds derived from hazard insurance and paid to the Council on account of any damage to or destruction of any of the improvements within any Unit or the Common Elements, other than for the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Act in the case of substantial loss to the Units or the Common Elements.

8.4. Right to Inspect and to Receive Audited Statement and Notice. A Mortgagee shall, upon request to the Council, and provided that such Mortgagee has furnished the Council with the information which it is required by the By-Laws to furnish the Council, in the manner set forth therein, be entitled to:

(1) Inspect the Council's books and records during normal business hours;

(2) Require the preparation of and receive an annual audited financial statement of the Council within ninety (90) days after the end of the fiscal year of the Council;

(3) Be given timely written notice of all meetings of the Council, and to designate a representative to attend all such meetings; and

(4) Be given timely written notice by the Council of:

(a) any proposed amendment of this Declaration, the By-Laws or the Condominium Plat which would effect a change in (i) the boundaries of any Unit, (ii) the undivided percentage interest in the Common Expenses and Common Profits appurtenant to any Unit, (iii) the number of Votes held by the Unit Owner of any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted by the provisions of this Declaration, the By-Laws or the Condominium Plat;

(b) any proposed termination of the Condominium;

(c) any condemnation or eminent domain proceeding affecting any or all of the Condominium;

(d) the occurrence of any significant damage to or destruction of the Common Elements; and

(e) any default by the Unit Owner of such Mortgagee's Unit in performing such Unit Owner's obligations under the provisions of this Declaration or the By-Laws which is not cured within sixty (60) days after the commencement of such default.

8.5. Rights in Event of Damage or Destruction.

(1) If any or all of a Unit is substantially damaged, destroyed or made the subject of any condemnation or eminent domain proceeding, or its acquisition is otherwise sought by any condemning authority, each Unit Owner and each Mortgagee shall have such rights in connection therewith as are set forth in the provisions of the Act, this Declaration

and the By-Laws, including, by way of example rather than of limitation, those provisions governing the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective undivided percentage interests in the Common Expenses and Common Elements, percentage interest in the Common Expenses and Common Profits and Votes appurtenant to the Units, and any restoration or repair of the Condominium necessitated thereby.

(2) Nothing in the provisions of this Declaration, the By-Laws, the Condominium Plat or the Council's Articles of Incorporation shall entitle the Unit Owner or any other party to priority over any Mortgagee of such Unit in the distribution with respect to such Unit of the proceeds of (a) any insurance accruing as a result of any such damage or destruction, or (b) any award or settlement made as a result of any such condemnation, eminent domain proceeding or acquisition.

8.6. Right to Lease Unit. Any first Mortgagee in Possession of a Unit shall be entitled to lease such Unit for any purpose consistent with applicable law, provided that such lease conforms to the standards set forth in the provisions of Section 5.3. of the By-Laws.

SECTION 9. General.

9.1. Effectiveness. This Declaration shall become effective upon and only upon its having been executed and acknowledged by the Declarant and recorded among the Land Records.

9.2. Assignment.

(1) The Declarant shall be entitled at any time to assign to any person any or all of its right, title and interest hereunder by an instrument which makes specific reference to this subsection and is executed and delivered by the Declarant and such assignee and recorded among the Land Records.

(2) The Declarant may from time to time hereafter permit any right which it holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

9.3. Amendment and Termination.

(1) Except as is otherwise provided in this Declaration, this Declaration and the Condominium Plat may be amended (and the Condominium may be terminated) with and only with the prior, express written consent thereto of each Unit Owner and each Mortgagee, acting in accordance with the provisions of the Act.

(2) Anything contained in any of the provisions of this Declaration to the contrary notwithstanding:

(a) the Declarant may, upon written notice to any Unit Owner, Mortgagee or Contract Purchaser, but without obtaining the consent thereto of same, amend this Declaration, the By-Laws or the Condominium Plat, if any, only if such amendment is in the Declarant's reasonable opinion necessary to correct obvious errors therein; including typographical, mathematical and the like; and

(b) nothing in the foregoing provisions of this subsection shall be deemed in any way to require the consent of each Unit Owner and Mortgagee to any action taken by one or more Unit Owners pursuant to the provisions of Section 11-107(d) of the Act, so long as the amendment to the Declaration which effectuates the same pursuant to such provisions is executed by the Unit Owners and Mortgagees, if any, of the Units involved in such action.

(3) Any such amendment shall become effective upon and only upon the recordation of an appropriate amendatory instrument or plat among the Land Records.

(4) Any agreement to terminate the Condominium must be evidenced by the execution, ratification and recordation of a Termination Agreement as then required by law.

9.4. Waiver. The Declarant shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing and no delay or omission by the Declarant in exercising any such right shall be deemed a waiver of its future exercise. No

such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

9.5. Applicable Law. This Declaration shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided that if any such action or proceeding arises under the Constitution, laws or treatise of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

9.6. Headings. The headings of the Section and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

9.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the By-Laws, the Condominium Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provisions thereof, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

9.8. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any Section or subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

9.9. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration or the By-Laws shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Unit, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder of the Unit Owner of such Unit.

9.10. General Plan of Development.

(1) The provisions of this Declaration, the By-Laws and the Condominium Plat shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and as such, to be covenants running with, binding upon, benefitting and burdening the respective titles to each Unit and the Common Elements.

(2) If any Unit Owner or other person fails to comply with any of the provisions of the Declaration, the By-Laws or the Condominium Plat, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief, or both, by any or all of the following: the Declarant, the Council, each Unit Owner, and their respective heirs, personal representatives, successors and assigns.

(3) Both the Declarant, by delivering to any person a deed conveying to him the title to a Unit, and such person, by accepting such delivery, shall be deemed thereby to have agreed with each other, the Council and each other Unit Owner, to be bound by the provisions of this Declaration, the By-Laws and the Condominium Plat.

(4) Any lease or licensing agreement entered into by a Unit Owner as landlord with any other person covering any or all of a Unit, or by the Council and covering any of the Common Elements, shall be in writing and shall expressly provide (a) that the terms of the lease or license thereby created are in all respects subject to the operation and effect of the provisions of this Declaration, the By-Laws and the Condominium Plat, and (b) that any failure by the lessee or licensee thereunder to comply with such provisions shall be a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so. It is agreed and understood that no Unit Owner shall lease his Unit to any transient party or for hotel purposes.

(5) The liability of each person who, together with one or more other persons, is a Unit Owner or a Lessee for the adhering to the terms and satisfying the conditions hereof shall be joint and several.

9.11. Special Declarant Rights. Declarant shall own in fee simple each Unit not sold to any purchaser or not otherwise transferred and retains the right to enter into leases with any third parties for the occupancy of any Units owned by Declarant.

9.12. Developer's Affirmation Pursuant to Section 11-102.1 of the Act. The Declarant hereby affirms under penalty of perjury that the notice requirements of Section 11.102.1 of the Act have been fulfilled and that Notice of Intention to create a condominium was issued before July 1, 1981.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first-above written.

ATTEST:

VILLAGE PROPERTIES OF  
CROSS KEYS, INC.

*Robert R. Kern, Jr.*  
Robert R. Kern, Jr.

By: *Earl G. Glover* (SEAL)  
Earl G. Glover, President

STATE OF MARYLAND, *County of Baltimore*, to wit:

I HEREBY CERTIFY, that on this 12 day of March, in the year one thousand nine hundred and eighty-two, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared EARL G. GLOVER, who acknowledged himself to be the President of Village Properties of Cross Keys, Inc., a 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 such President.

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



*Michael F. Armacost*  
Michael F. Armacost, Notary Public

My Commission Expires:

July 1, 1982



EXHIBIT A  
Declaration

Lying and being in Ward 28, Section 16, of the City of Baltimore, Maryland.

BEGINNING for the same at a point on the westerly right-of-way of Falls Road, of variable width, said point being 407.00 feet from the southerly end of the South 15°00'00" East, 1442.72 foot line as shown on the "21st Amended Subdivision Plat of Village of Cross Keys", dated September 26, 1980, and recorded among the Land Records of Baltimore City in Pocket Folder WA No. 2744 on December 19, 1980; thence binding on said line and on the said westerly right-of-way of Falls Road and binding also on the easterly outline of the aforementioned Plat the following two courses and distances, (1) South 15°00'00" East, 407.00 feet; (2) South 13°22'10" East, 369.02 feet, thence leaving said westerly right-of-way and binding on the outline of Lots 1-R and 1-Q1, the following seven courses and distances, (3) South 76°37'50" West, 295.00 feet; (4) North 13°22'10" West, 506.25 feet; (5) South 76°37'50" West, 62.79 feet; (6) North 13°22'10" West, 67.00 feet; (7) North 76°37'50" East, 190.00 feet; (8) North 15°35'00" East, 231.53 feet (9) North 76°37'50" East, 44.13 feet to the point of BEGINNING.

Containing 4.4445 acres of land, more or less.

LIBER 4 1 6 5 PAGE 0 5 9

BEING Lot 1-0 as shown on that certain plat entitled, "21st Amended Subdivision Plat of VILLAGE OF CROSS KEYS", which plat is recorded among the Land Records of Baltimore City, Maryland, in Plat Pocket Folder WA No. 2744 on December 19, 1980.

FIRST AMENDMENT TO  
DECLARATION OF FALLSWOOD I CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF FALLSWOOD I CONDOMINIUM, Made this 6th day of October, 1982 by Village Properties of Cross Keys, Inc., having an address at 9050 Red Branch Road, Suite K, Columbia, Maryland 21045 (hereinafter referred to as "Village Properties") and Earl G. Glover, Gerald Ryan, Rick Kalyniuk, Michael Flad and Ronald S. Schimel (hereinafter collectively referred to as the "Individual Owners").

WHEREAS, Village Properties by Declaration of Condominium dated March 10, 1982, recorded among the Land Records of Baltimore City in Liber C.W.M.Jr. No. 4165, folio 035, subjected the property described in Exhibit A, to a condominium regime, known as Fallswood I Condominium; and

WHEREAS, Schedule I to the By-Laws setting forth the monthly and annual condominium fees for the First Assessment Year for each unit has been revised and corrected; and

WHEREAS, Village Properties is presently the owner of record of all Units of the Condominium prior to this First Amendment; and

WHEREAS, Village Properties pursuant to Section 9.3.2(a) of the aforesaid Declaration and as attorney-in-fact for all contract purchasers under paragraph 12 of each contract of sale does execute this First Amendment for the purpose of revising and correcting the information contained in Schedule I to Exhibit B (the By-Laws) of the Declaration; and

WHEREAS, the Individual Owners, as equitable owners of certain units of the Condominium, join in this First Amendment to Declaration of Fallswood I Condominium for the purpose of confirming the provisions hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Village Properties and the Individual Owners do hereby amend the aforesaid recorded Declaration by deleting in its entirety Schedule I to Exhibit B (the By-Laws) of the Declaration and inserting in lieu thereof Schedule I attached hereto and made a part hereof.

All other Sections and provisions of the aforesaid Declaration remain as previously recorded.

IN WITNESS WHEREOF, Village Properties and the Individual Owners have caused this First Amendment to Declaration of Fallswood I Condominium to be executed and sealed on the

day and year first above written.

ATTEST:

VILLAGE PROPERTIES OF CROSS KEYS, INC.

Richard M Kalyniuk

By:

Earl G. Glover  
President

(SEAL)

WITNESS:

Joyce Breidenbaugh

Earl G. Glover

(SEAL)

Joyce Breidenbaugh

Gerald Ryan

(SEAL)

Joyce Breidenbaugh

Richard M Kalyniuk  
Rick Kalyniuk

(SEAL)

Joyce Breidenbaugh

Michael Flad

(SEAL)

Sandra P. Rosenberg

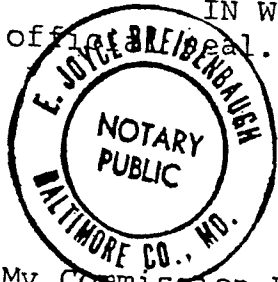
Ronald S. Schimel

(SEAL)

STATE OF MARYLAND, HOWARD COUNTY,, to wit:

I HEREBY CERTIFY, that on this 6th day of October, 1982, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared EARL G. GLOVER, who acknowledged himself to be the President of VILLAGE PROPERTIES OF CROSS KEYS, INC., a 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 such President.

IN WITNESS WHEREOF, I hereunto set my hand and



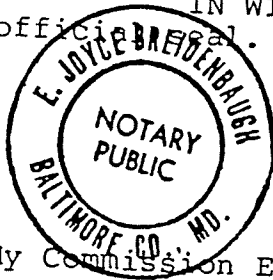
E. Joyce Breidenbaugh  
Notary Public

My Commission Expires July 1, 1986.

STATE OF MARYLAND, HOWARD COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of October, 1982, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared EARL G. GLOVER, GERALD RYAN, RICK KALYNIUK, MICHAEL FLAD and RONALD S. SCHIMEL, who acknowledged that they executed the foregoing instrument for the purposes therein contained by affixing their signatures thereto,

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



E. Joyce Breidenbaugh  
Notary Public

## FALLSWOOD I CONDOMINIUM

REVISED 10/5/82

UNIT NUMBER	MODEL NUMBER	% SHARE OF COMMON ELEMENTS	UNIT CONDO FEE	MAINT. CORP. FEE	REC. FEE	TOTAL MONTHLY CONDO FEE
1A	VI	1.76859	131.58	28.00	15.43	175.01
1C	IV	1.19945	89.23	19.00	10.47	118.70
1D	I	0.85112	63.32	13.49	7.44	84.25
1E	IV	1.19945	89.23	19.00	10.47	118.70
1F	I	0.85112	63.32	13.49	7.44	84.25
2A	VI	1.76859	131.58	28.00	15.43	175.01
2C	IV	1.19945	89.23	19.00	10.47	118.70
2D	I	0.85112	63.32	13.49	7.44	84.25
2E	IV	1.19945	89.23	19.00	10.47	118.70
2F	V	1.61620	120.24	25.61	14.12	159.97
3	VIII	1.43477	106.75	22.73	12.53	142.01
4A	II	0.98796	73.50	15.64	8.63	97.77
4B	II	0.98796	73.50	15.64	8.63	97.77
4C	IV	1.19945	89.23	19.00	10.47	118.70
4D	IV	1.19945	89.23	19.00	10.47	118.70
4E	IV	1.19945	89.23	19.00	10.47	118.70
4F	IV	1.19945	89.23	19.00	10.47	118.70
5A	II	0.98796	73.50	15.64	8.63	97.77
5B	IV	0.98796	73.50	15.64	8.63	97.77
5C	IV	1.19945	89.23	19.00	10.47	118.70
5D	IV	1.19945	89.23	19.00	10.46	118.70
5E	IV	1.19945	89.23	19.00	10.46	118.70
5F	IV	1.19945	89.23	19.00	10.46	118.70
6A	VI	1.76859	131.58	28.00	15.43	175.01
6C	I	0.85112	63.32	13.49	7.44	84.25
6D	IV	1.19945	89.23	19.00	10.47	118.70
6E	I	0.85112	63.32	13.49	7.44	84.25
6F	IV	1.19945	89.23	19.00	10.47	118.70
7A	IX	0.63964	47.59	10.14	5.59	63.32
7C	IV	1.19945	89.23	19.00	10.47	118.70
7D	I	0.85112	63.32	13.49	7.44	84.25
7E	IV	1.19945	89.23	19.00	10.47	118.70
7F	I	0.85112	63.32	13.49	7.44	84.25
8A	I	1.97488	146.93	31.29	17.25	195.47
8C	VII	1.19945	89.23	19.00	10.47	118.70
8D	IV	1.19945	89.23	19.00	10.47	118.70
8E	IV	1.19945	89.23	19.00	10.47	118.70
8F	IV	1.19945	89.23	19.00	10.47	118.70
9	VIII	1.43477	106.75	22.73	12.53	142.01
10	VIII	1.43477	106.75	22.73	12.53	142.01

SCHEDULE I TO EXHIBIT B OF THE DECLARATION

## FALLSWOOD I CONDOMINIUM

REVISED 10/5/82

UNIT NUMBER	MODEL NUMBER	% SHARE OF COMMON ELEMENTS	UNIT CONDO FEE	MAINT. CORP. FEE	REC. FEE.	TOTAL MONTHLY CONDO FEE
11A	IX	0.63964	47.59	10.14	5.59	63.32
11C	I	0.85112	63.32	13.49	7.44	84.25
11D	IV	1.19945	89.23	19.00	10.47	118.70
11E	V	1.61620	120.24	25.61	14.12	159.97
11F	IV	1.19945	89.23	19.00	10.47	118.70
12A	VI	1.76859	131.58	28.00	15.43	175.01
12C	I	0.85112	63.32	13.49	7.44	84.25
12D	IV	1.19945	89.23	19.00	10.47	118.70
12E	I	0.85112	63.32	13.49	7.44	84.25
12F	IV	1.19945	89.23	19.00	10.47	118.70
14A	IX	0.63964	47.59	10.14	5.59	63.32
14C	I	0.85112	63.32	13.49	7.44	84.25
14D	IV	1.19945	89.23	19.00	10.47	118.70
14E	V	1.61620	120.24	25.61	14.12	159.97
14F	IV	1.19945	89.23	19.00	10.47	118.70
15A	IX	0.63964	47.59	10.14	5.59	63.32
15C	IV	1.19945	89.23	19.00	10.47	118.70
15D	IV	1.19945	89.23	19.00	10.47	118.70
15E	IV	1.19945	89.23	19.00	10.47	118.70
15F	IV	1.19945	89.23	19.00	10.47	118.70
16A	IX	0.63964	47.59	10.14	5.59	63.32
16C	IV	1.19945	89.23	19.00	10.47	118.70
16D	IV	1.19945	89.23	19.00	10.47	118.70
16E	IV	1.19945	89.23	19.00	10.47	118.70
16F	IV	1.19945	89.23	19.00	10.47	118.70
17A	IX	0.63964	47.59	10.14	5.59	63.32
17C	I	0.85112	63.32	13.49	7.44	84.25
17D	IV	1.19945	89.23	19.00	10.47	118.70
17E	V	1.61620	120.24	25.61	14.12	159.97
17F	IV	1.19945	89.23	19.00	10.47	118.70
18A	IX	0.63964	47.59	10.14	5.59	63.32
18C	I	0.85112	63.32	13.48	7.44	84.25
18D	IV	1.19945	89.23	19.00	10.47	118.70
18E	V	1.61620	120.24	25.61	14.12	159.97
18F	IV	1.19945	89.23	19.00	10.47	118.70
20	VIII	1.43477	106.75	22.73	12.53	142.01
22A	IX	0.63964	47.59	10.14	5.59	63.32
22C	IV	1.19945	89.23	19.00	10.47	118.70
22D	I	0.85112	63.32	13.49	7.44	84.25
22E	IV	1.19945	89.23	19.00	10.47	118.70
22F	I	0.85112	63.32	13.49	7.44	84.25

## FALLSWOOD I CONDOMINIUM

REVISED 10/5/82

UNIT NUMBER	MODEL NUMBER	% SHARE OF COMMON ELEMENTS	UNIT CONDO FEE	MAINT. CORP. FEE	REC. FEE	TOTAL MONTHLY CONDO FEE
P1		0.18868	14.04	2.98	1.64	18.66
P2		0.20734	15.43	3.29	1.81	20.53
P3		0.24984	18.59	3.96	2.19	24.74
P4		0.23014	17.13	3.64	2.00	22.77
P5		0.18868	14.04	2.98	1.64	18.66
P6		0.20734	15.43	3.29	1.81	20.53
P7		0.24984	18.59	3.96	2.19	24.74
P8		0.38460	28.62	6.10	3.36	38.08
P9		0.18868	14.04	2.98	1.64	18.66
P10		0.20734	15.43	3.29	1.81	20.53
P11		0.24984	18.59	3.96	2.19	24.74
P12		0.23014	17.13	3.64	2.00	22.77
P13		0.23014	17.13	3.64	2.00	22.77
P14		0.24984	18.59	3.96	2.19	24.74
P15		0.20734	15.43	3.29	1.81	20.53
P16		0.18868	14.04	2.98	1.64	18.66
P17		0.18868	14.04	2.98	1.64	18.66
P18		0.20734	15.43	3.29	1.81	20.53
P19		0.24984	18.59	3.96	2.19	24.74
P20		0.23014	17.13	3.64	2.00	22.77
P21		0.23014	17.13	3.64	2.00	22.77
P22		0.24984	18.59	3.96	2.19	24.74
P23		0.20734	15.43	3.29	1.81	20.53
P24		0.18868	14.04	2.98	1.64	18.66
P25		0.38460	28.62	6.10	3.36	38.08
P26		0.24984	18.59	3.96	2.19	24.74
P27		0.20734	15.43	3.29	1.81	20.53
P28		0.18868	14.04	2.98	1.64	18.66
P29		0.23014	17.13	3.64	2.00	22.77
P30		0.24984	18.59	3.96	2.19	24.74
P31		0.20734	15.43	3.29	1.81	20.53
P32		0.18868	14.04	2.98	1.64	18.66
		<u>100.00000</u>	<u>7439.67</u>	<u>1584.17</u>	<u>873.17</u>	<u>9897.01</u>



Exhibit "B"

THE COUNCIL OF UNIT OWNERS  
OF  
FALLSWOOD I CONDOMINIUM, INC.

By-Laws

ARTICLE 1. GENERAL PROVISIONS.

SECTION 1.1. Definitions.

1.1.1. Specifically Defined Terms.

(a) As used in these By-Laws,

(i) each of the following terms shall be deemed to have the meaning which is ascribed to it by the provisions of Section 1 of the Declaration:

- (1) "Act";
- (2) "By-Laws";
- (3) "Code";
- (4) "Common Elements";
- (5) "Common Expenses";
- (6) "Common Profits";
- (7) "Condominium";
- (8) "Condominium Plat";
- (9) "Condominium Regime";
- (10) "Contract Purchaser";
- (11) "Council";
- (12) "Council of Unit Owners";
- (13) "Declaration";
- (14) "Declarant";
- (15) "Dwelling";
- (16) "General Common Elements";
- (17) "Land Records";
- (18) "Lessee";
- (19) "Limited Common Elements";
- (20) "Mortgage";
- (21) "Mortgagee";
- (22) "Mortgagee in Possession";
- (23) "Mortgagor";

- (24) "Percentage interest in the Common Expenses and Common Profits";
- (25) "Person";
- (26) "Undivided percentage interest in the Common Elements";
- (27) "Unit";
- (28) "Unit Owner";
- (29) "Use";
- (30) "Votes".

(ii) each of the following terms shall be deemed to have the meaning which is hereafter in this Section ascribed to it:

(1) "Annual Assessment" shall be the levy by the Council against a Unit, the proceeds of which may be used to defray any Common Expenses and to accumulate a reserve for the repair or replacement of any of the Common Elements.

(2) "Annual Membership Meeting" shall mean an annual meeting of the Membership, held pursuant to the provisions of Section 2.4.2.

(3) "Assessment" shall mean an amount assessed by the Council against a Unit Owner in proportion to the Unit's respective percentage interest in the Common Expenses and Common Profits.

(4) "Assessment Lien" shall mean the lien levied by the Council against a Unit Owner for failure to pay any Assessment or installment thereof.

(5) "Assessment Year" shall be co-extensive with the Council's fiscal year.

(6) "Assistant Secretary" shall mean an assistant secretary of the Council.

(7) "Assistant Treasurer" shall mean an assistant treasurer of the Council.

(8) "Board of Directors" shall mean the board of directors of the Council.

(9) "Board Meeting" shall mean a meeting of the Board of Directors, held pursuant to the provisions of Section 2.5.8.

(10) "Budget" shall mean an estimate of the Common Expenses, Council Receipts, Common Profits and Assessments for the Council's next succeeding fiscal year.

(11) "Condemnation" shall mean both (A) a taking in condemnation or by the exercise of a power of eminent domain and (B) a conveyance made to a governmental or quasi-governmental authority which possesses such power, in settlement of any pending or threatened exercise thereof.

(12) "Council Property" shall mean any and all real property, personal property or other assets beneficially owned by the Council at any time.

(13) "Council Receipts" shall mean any and all monies beneficially received or derived by the Council, in any manner whatsoever.

(14) "Declaration" shall mean the instrument entitled "Declaration" which is recorded among the Land Records immediately prior to the recordation thereamong of the initial form of these By-Laws and by which the property constituting the Condominium was subjected to the Condominium Regime, as from time to time amended.

(15) "Director" shall mean a member of the Board of Directors.

(16) "Emergency Expenditures" are those expenditures which are immediately required to be made to a Unit or a Common Element in order to correct, repair or prevent defects or damage, which defects or damage render, or if not immediately corrected, will render any Unit uninhabitable or pose an imminent danger or hazard to a Unit or Common Element. Also included are those expenditures incurred by the Council for work and repairs immediately required after a disaster to mitigate further financial damages.

(17) "Emergency Special Assessment" shall mean the Assessment levied by the Council to defray the costs of Emergency Expenditures.

(18) "Majority" shall mean more than fifty percent (50%).

(19) "Manager" shall mean a person whom the Council employs, or with whom it contracts, to manage the Condominium or the affairs of the Council pursuant to the provisions of Section 2.5.11.(b)(v).

(20) "Membership" shall mean, collectively, all of the Unit Owners in their capacities as members of the Council

(21) "Membership Meeting" shall mean an Annual Membership Meeting or a Special Membership Meeting.

(22) "Notice Address" shall mean the name, address and status of each Unit Owner, Mortgagee and/or Proxy Holder supplied to the Secretary of the Council and to which all notices required under the Declaration or these By-Laws are to be sent.

(23) "Officers" shall mean, collectively, the President, the Vice-President, the Secretary, the Treasurer, each Assistant Secretary, each Assistant Treasurer, and the holder of each other office which the Board of Directors may create pursuant to the provisions of Section 2.5.11.(b)(xx).

(24) "President" shall mean the President of the Council.

(25) "Proxy" shall mean the right given, pursuant to the provisions of Section 2.4.6.(e), by a Unit Owner to any person to cast such Unit Owner's Votes on questions voted upon at a Membership Meeting.

(26) "Proxy Holder" shall mean a person who holds a Proxy.

(27) "Rules and Regulations" shall mean the rules and regulations adopted by the Council pursuant to the By-Laws, as from time to time in effect.

(28) "Secretary" shall mean the secretary of the Council.

(29) "Special Assessment" shall mean a levy by the Council against a Unit to defray any Common Expense incurred by the Council either in the construction, repair or replacement of any of the Common Elements or any Council property which is extraordinary in nature.

(30) "Special Membership Meeting" shall mean a special meeting of the Membership, held pursuant to the provisions of Section 2.4.3.

(31) "Treasurer" shall mean the treasurer of the Council.

(32) "Vice-President" shall mean the vice-president of the Council.

(33) "Voting Representative" shall mean a person enumerated as such in the provisions of Section 2.4.6.(b).

(b) Any other term to which meaning is specifically ascribed by any provisions of the By-Laws shall for purposes of the Declaration and the By-Laws be deemed to have such meaning.

1.1.2. Construction of Terms. Any term to which a meaning is specifically ascribed by any provision of the Declaration or the By-Laws, and which is used in the Act, shall, wherever possible, be construed in a manner which is consistent with any construction of such term as so used in the Act. Where such consistency or construction is not possible, the meaning so ascribed shall govern to the extent allowed by law.

SECTION 1.2. Applicability of By-Laws.

1.2.1. Scope of Coverage. These By-Laws shall be applicable to, and shall govern:

(a) The Council's administration of the Condominium's affairs, acting through its Officers, the Board of Directors or the Membership.

(b) The ownership, sale, lease, sublease, pledge, assignment or other transfer, by the Declarant or any Unit Owner, Contract Purchaser, Mortgagee, Lessee or other person, of any legal or equitable free-hold, leasehold, security or other interest in:

(i) any Unit,

(ii) any undivided percentage interest in the Common Elements,

(iii) any percentage interest in the Common Expenses and Common Profits, or

(iv) any right to vote or other right of participation in the administration of the affairs of the Condominium or the Council; and

(c) The occupancy or other use of any Unit or the Common Elements by the Declarant, any Unit Owner, Contract Purchaser, Mortgagee, Lessee or other person, or any agent, employee, invitee, visitor or guest thereof.

1.2.2. Persons Bound. The persons bound by these By-Laws shall include any Unit Owner, Contract Purchaser, Mortgagee, Lessee or other person who (a) enters into or accepts the delivery of any instrument effecting the sale, conveyance, pledge, lease, sublease, assignment or other transfer of any interest referred to in the provisions of subsection 1.2.1.(b); or (b) occupies or otherwise uses any Unit or the Common Elements.

## ARTICLE II. THE COUNCIL OF UNIT OWNERS.

SECTION 2.1. Function. Pursuant to the provisions of Section 6 of the Declaration, and in accordance with the provisions of Section 11-109 of the Act, the affairs of the Condominium shall be governed and administered by the Council of Unit Owners, an entity incorporated as a nonstock corporation under the provisions of the Corporations and Associations Article of the Code.

SECTION 2.2. Powers and Duties.

2.2.1. General Powers. The Council shall have all of the rights and powers which are vested:

(a) in a council of unit owners by the provisions of the Act (to and only to the extent that the vesting of such powers is consistent with the provisions of the Declaration and these By-Laws);

(b) in a nonstock corporation by the provisions of the Corporations and Associations Article of the Code (to and only to the extent that the vesting of such powers is consistent with the provisions of the Act, the Declaration and these By-Laws); or

(c) in the Council by the provisions of the Declaration or these By-Laws.

2.2.2. Specific Powers. Without limiting the generality of the foregoing provisions of this Section, the Council shall have all of the following powers (to and only to the extent that the vesting of such powers is consistent with the provisions of the Act, the Declaration and these By-Laws):

(a) to have perpetual existence, subject to the right to terminate the Condominium Regime which is held by the Unit Owners pursuant to the provisions of the Act;

(b) to sue, be sued, complain and defend in any court of law or equity of Maryland or any other jurisdiction;

(c) to transact its business, carry on its operation and exercise the rights and powers vested in it, as aforesaid, in any state, territory, district or possession of the United States, foreign country or other place;

(d) to make contracts and guarantees, incur liabilities and borrow money;

(e) to sell, mortgage, lease, pledge, exchange, convey, transfer or otherwise dispose of any or all Council Property;

(f) to issue bonds, notes and other obligations, and secure the same by mortgage, deed of trust or

other security conveyance of any or all Council Property and Council Receipts;

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

(h) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, or deal in and with in any other manner, shares or other interests in or obligations of, any Maryland or foreign corporation, association, partnership or individual;

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

(j) to establish Budgets for the continued operation of the Condominium, create reserves for the replacement and repair of the General Common Elements, assess Unit Owners according to their percentage interest, collect all assessments and impose charges for late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, these By-Laws and the Rules and Regulations of the Council of Unit Owners; and

(k) generally, to exercise any and all rights which are vested in it, and to do every other act not inconsistent with law which is appropriate to promote and attain the purposes set forth in the Act, the Declaration or these By-Laws.

2.2.3. General Duties. The Council shall be charged with all of the duties which are imposed:

(a) upon a council of unit owners by the provisions of the Act;

(b) upon a nonstock corporation by the provisions of the Corporations and Associations Article of the Code; and



(c) upon the Council by the provisions of the Declaration or these By-Laws.

2.2.4. Specific Duties. Without limiting the generality of the provisions of Section 2.2.3., the Council shall:

(a) govern and administer the affairs of the Condominium;

(b) establish the methods of and the procedures for collecting from the Unit Owners their respective Assessments and for paying to the Unit Owners their respective shares of the Common Profits;

(c) manage or arrange for the management of the Condominium and of all Council Property;

(d) adopt and promulgate such rules and regulations as are deemed necessary to operate and maintain the Condominium; and

(e) have such other duties as are specifically imposed upon the Board of Directors or any Officer by these By-Laws.

SECTION 2.3. Fidelity Bonds. Each Director, Officer and employee of the Council, any Manager of the condominium, and each director, partner, officer or employee of such Manager, whose duties as such require him to handle or be responsible for funds of the Council or in its possession or control through any trust or other arrangement, shall before commencing such duties furnish the Council with a fidelity bond assuring the faithful performance of his said activities, in an amount not less than \$250,000.00, and with a corporate surety which are reasonable and appropriate under the circumstances and which are satisfactory to the Board of Directors. The premium for any such bond shall be paid by the Council as a Common Expense.

SECTION 2.4. The Membership.

2.4.1. Composition. The Membership shall consist of and be limited to all of the Unit Owners.

2.4.2. Annual Membership Meetings.

(a) First Annual Membership Meeting.

(i) Provided that notice thereof is given in accordance with the provisions of these By-Laws, the first Annual Membership Meeting shall be held on the first to occur of (A) a date within one hundred twenty (120) days after the conveyance of title from the Declarant to Contract Purchasers who in the aggregate own seventy-five percent (75%) of the undivided percentage interest in the Common Elements of the Condominium, or (B) December 31, 1984.

(ii) At the first Annual Membership Meeting, the Membership:

(1) shall elect the Directors in accordance with the provisions of Section 2.5.; and

(2) may transact any other business which properly comes before it.

(b) Subsequent Annual Membership Meetings.

(i) Provided that notice thereof is given in accordance with the provisions of these By-Laws, subsequent to such first Annual Membership Meeting, an Annual Membership Meeting shall be held on the third Monday of September of each year following the year during which such first Annual Membership Meeting is held, as aforesaid (or, if such day is a legal holiday, on the next day which is not a legal holiday), and at a place in or near Baltimore City, Maryland, all as chosen by the Board of Directors.

(ii) At each such subsequent Annual Membership Meeting, the Membership:

(1) shall elect the successors to each person whose term as a Director expires as of such Annual Membership Meeting; and

(2) may transact any other business which properly comes before it.

(c) Notice of Annual Membership Meetings. By not later than fifteen (15) days, but not earlier than forty-five (45) days before the date on which any Annual Membership Meeting is to be held, the Secretary (or in the case

of the first Annual Membership Meeting, the Declarant) shall give to each Unit Owner and each Proxy Holder a written notice to that effect, setting forth the date, time and place thereof, and requesting a call for candidates to fill forthcoming vacant directorships.

2.4.3. Special Membership Meetings.

(a) Circumstances.

(i) Provided that notice thereof is given in accordance with the provisions of these By-Laws, a Special Membership Meeting may be held at any time for any purpose consistent with applicable law, the Declaration and these By-Laws, upon a call by the President or the Board of Directors.

(ii) Each Special Membership Meeting shall be held on a date which is not a Sunday or a legal holiday, and at a place in or near Baltimore City, provided that a Special Membership Meeting may be had at any other date, time or place chosen by the President or the Board of Directors in any emergency situations, if a failure to do so could unreasonably jeopardize any of the Condominium or any Council Property, or the health, safety, comfort or welfare of the occupants of any Unit, or could impose any unreasonable burden upon the Council.

(b) When A Special Membership Meeting May Or Shall Be Called.

(i) The President or the Majority of the Board of Directors may at any time call a Special Membership Meeting upon his or its own initiative, and shall in such event (subject to the operation and effect of the provisions of Section 2.4.3.(a)) determine the date, time and place thereof in the exercise of his or its absolute discretion.

(ii) The President shall call a Special Membership Meeting upon the Council's receipt, at any time after the first Annual Membership Meeting of a petition (1) requesting that such Special Membership Meeting be called, (2) stating the intended purpose or purposes thereof, and (3) signed by Unit

Owners or Proxy Holders having at least twenty-five percent (25%) of the total number of Votes which are then outstanding.

(iii) Whenever the calling of any such Special Membership Meeting is requested by any such petition, the President not later than fifteen (15) days after the Council's receipt of such petition shall set a date for such Meeting.

(c) Notice of Special Membership Meetings.  
By not less than fifteen (15) days, but not more than forty-five (45) days before the date on which a Special Membership Meeting is to be held, the Secretary shall give to each Unit Owner and each Proxy Holder a written notice to that effect, setting forth the intended purpose, the date, time and place thereof; provided, that where a Special Membership Meeting is to be held in any emergency situation pursuant to the provisions of Section 2.4.3.(a)(ii), and compliance with the foregoing provisions of this paragraph is not for that reason reasonably possible, the Secretary shall give to each Unit Owner and each Proxy Holder such form of notice and in such time period prior to such Special Membership Meeting as is reasonably possible under the circumstances.

2.4.4. Quorum.

(a) The presence, on the date and at the time and place for which a Membership Meeting is called, of one or more Voting Representatives whose respective Votes constitute, in the aggregate, twenty-five percent (25%) of the total number of Votes which are then outstanding shall be required for and shall constitute a quorum for such Membership Meeting.

(b) If a quorum does not exist at the date, time and place of a Membership Meeting:

(i) notwithstanding the absence of such quorum, such Membership Meeting may be adjourned (by and only by a motion to such effect made and seconded by Voting Representatives at such Membership Meeting and approved by a Majority of the Votes cast thereon), without further notice to any Unit Owner or Proxy Holder, to a date, time and place conforming to the criteria set forth in the provisions of Section 2.4.2. in the case of an Annual Meeting (provided that such date is not less than two (2) or

more than ten (10) days from the date for which such Membership Meeting is first called, as aforesaid), or Section 2.4.3. in the case of a Special Membership Meeting, in which event, so long as a quorum exists at the date, time and place to which such Membership Meeting is so adjourned, any business may be transacted thereat which might have been transacted at the Membership Meeting as originally called, but no other business may be transacted thereat; but

(ii) no Membership Meeting shall otherwise be called or held other than pursuant to the provisions of Sections 2.4.2. and 2.4.3.

(c) Once the secretary of a Membership Meeting determines that a quorum exists therefor, the existence of such quorum shall not be affected by the subsequent withdrawal from the Membership Meeting of any Voting Representative.

2.4.5. Conduct of Membership Meetings.

(a) (i) The President shall, if present, act as the chairman of each Membership Meeting. In the absence of the President at a Membership Meeting, it shall be chaired (1) by the Vice-President, if present, or (2) if not, by any other person who is present and elected chairman thereof by a plurality of the Votes.

(ii) The chairman of each Membership Meeting shall preside over its conduct.

(b) (i) The Secretary shall, if present, act as the secretary of each Membership Meeting. In the absence of the Secretary at a Membership Meeting, (1) any Assistant Secretary shall, if present, act as the secretary thereof, and (2) in the absence of any Assistant Secretary, any other person who is present and appointed secretary thereof by the chairman thereof shall act as such.

(ii) The secretary of each Membership Meeting shall take the minutes thereof (and, if such person is not the Secretary, promptly after such Membership Meeting shall deliver such minutes to the Secretary); shall record therein the questions voted upon at such Membership Meeting and

the results of such voting; shall be the judge of the eligibility (under the provisions of Section 2.4.6.) of any person to cast any Votes thereat; shall make the official count of the Votes cast on each such question; and shall perform any other duty which under these By-Laws are to be performed by the secretary of such Membership Meeting as part of its order of business.

(c) The most recent edition of Robert's Rules of Order shall govern the conduct of all Membership Meetings, subject to the provisions of the Declaration, these By-Laws and applicable law. The order of business of each Annual Membership Meeting shall be roll call, reading of the minutes, Treasurer's Report, committee reports, unfinished business, new business and adjournment.

2.4.6. Voting at Membership Meetings.

(a) (i) Any questions to be voted upon at a Membership Meeting may be voted upon by and only by those persons present who are Voting Representatives for such Membership Meeting, notwithstanding the presence of any other person.

(ii) Each such Voting Representative shall be entitled to cast upon such questions the number of Votes held under the provisions of the Declaration by the Unit Owner for which he is a Voting Representative.

(b) With respect to any Membership Meeting, the Voting Representatives shall consist of and only of all of the following persons:

(i) As to each Unit Owner for whom no Proxy is then in effect permitting his Votes to be cast at such Membership Meeting only by the Proxy Holder thereof,

(1) if such Unit Owner consists of one natural person, such person shall be the Voting Representative for himself;

(2) if such Unit Owner consists of more than one natural person (but such Unit Owner has not designated a Voting Representative in accordance with the provisions

of Section 11.1.1.), any such person who is present thereat shall be the Voting Representative for such Unit Owner; provided, that, if more than one such person is present thereat, in counting the Votes cast on any question voted upon at such Membership Meeting the secretary thereof may treat any such person who is casting such Unit Owner's Votes on such questions as the Voting Representative for such Unit Owner, unless prior to the conclusion of such voting any other such person makes known to such secretary that he objects to the first such person's being treated as the Voting Representative, as aforesaid, in which event such secretary shall announce the same to the Membership Meeting and disallow such Unit Owner's Votes on such question (but such disallowance shall not affect the existence of a quorum at such Membership Meeting); and

(3) otherwise, any person who, prior to such voting, is designated a Voting Representative by such Unit Owner in accordance with the provisions of Section 11.1.1. shall be the Voting Representative for such Unit Owner (but only if such designation then remains in effect).

(ii) As to each Unit Owner for whom a Proxy is then in effect permitting such Unit Owner's Votes to be cast at such Membership Meeting only by the Proxy Holder thereof,

(1) if such Proxy Holder consists of one natural person, such person shall be Voting Representative for himself; and

(2) otherwise, any person who, prior to such voting, is designated a Voting Representative by such Proxy Holder in accordance with the provision of Section 11.1.1. shall be the Voting Representative for such Proxy Holder (but only if such designation then remains in effect).

(c) Anything contained in the provisions of Section 2.4.5.(b) to the contrary notwithstanding, the Secretary need not recognize any person as a Voting

Representative at a Membership Meeting unless prior thereto the Unit Owner or Proxy Holder for which such person is to be a Voting Representative has furnished to the Secretary the information as to such Unit Owner himself or Proxy Holder itself which is referred to in the provisions of Section 11.1.1.

(d) Except as may otherwise be set forth in any provision of the Declaration, these By-Laws or applicable law, each question voted upon at any Membership Meeting shall be decided by a Majority of the Votes cast thereon, and whenever these By-Laws condition the effectiveness of any action upon the approval or authorization thereof by the Membership, such condition shall be satisfied by the affirmative vote of a Majority of the Votes cast thereon, unless another standard of approval is therein expressly set forth with respect to such condition.

(e) A Unit Owner may give to any person a Proxy entitling such person to cast such Unit Owner's Votes on questions voted upon at any one or more Membership Meetings, but such Proxy shall not be effective for more than one hundred eighty (180) days after its having been given unless granted to a lessee.

2.4.7. Informal Action. Whenever the Membership is required or permitted by the provisions of the Declaration, the Council's Articles of Incorporation or these By-Laws to give or withhold its approval or consent or to take any other action, or whenever the taking of any action by the Council, or the effectiveness hereof, is conditioned by any of such provisions upon the Membership's having given its approval or consent thereto or upon its having taken any other action, such approval or consent may be given or withheld, and such action may be taken by the Membership without a Membership Meeting having been held for such purpose, provided that that number of Voting Representatives whose Votes would have been sufficient to cause such approval or consent be given or withheld or such action to be taken, at a Membership Meeting duly called for such purpose at which all Voting Representatives were present and voting on such question, have consented thereto in writing.

SECTION 2.5. The Board of Directors.

2.5.1. Composition; Qualifications of Directors.

(a) The Board of Directors shall consist of not less than three (3) nor more than seven (7) Directors. The initial Board of Directors shall consist of three (3)



Directors, which number shall be increased to seven (7) at the First Annual Membership Meeting.

(b) Each Director shall be (i) a natural person; (ii) at least eighteen (18) years old; and (iii) either (1) alone, or in combination with one or more other persons a Unit Owner, or (2) an officer, director, employee or agent of a corporation, partnership, trust or other legal entity which either alone or with one or more persons is a Unit Owner (provided that the Secretary is given such proof of such natural person's status as officer, director, employee or agent of such entity as the Secretary may reasonably require).

2.5.2. Initial Directors. The following persons shall be the initial Directors: Earl Glover, J. Michael Flad and Gerald Ryan.

2.5.3. Terms of Directorships.

(a) The persons named in the provisions of Section 2.5.2. hereof shall serve as Directors until the first Annual Membership Meeting is held in accordance with Section 2.4.2.(a)(i), at which time they shall resign and their terms shall expire.

(b) (i) At the first Annual Membership Meeting, the Council of Unit Owners shall elect seven (7) Directors and the Board shall at that time be composed of seven (7) persons. Three (3) such successors shall be elected to serve a term of three (3) years, two (2) of such successors shall be elected to serve for a term of two (2) years and two (2) such successors shall be elected to serve a term of one (1) year.

(ii) At each subsequent Annual Membership Meeting, a successor shall be elected for the Director whose term then expires, to serve for a term of three (3) years.

(c) Anything contained in the provisions of this Section to the contrary notwithstanding, each Director shall serve as such until his successor has been elected and qualified.

2.5.4. Nomination of Directors.

(a) At least thirty (30) days before each Annual Membership Meeting, the President shall appoint a nominating committee of three (3) Voting Representatives, at

least one of whom shall be a Director whose term of office does not expire as of such Annual Membership Meeting. Such nominating committee, after considering the qualifications of prospective nominees, shall select one or more nominees for each directorship to be filled at such Annual Membership Meeting, and shall present its nominations to the Secretary by not later than fifteen (15) days before such Annual Membership Meeting.

(b) Any Unit Owner may nominate a candidate for each directorship to be filled at any Annual Membership Meeting by presenting such nomination to the Secretary in writing signed by such Unit Owner, by not later than fifteen (15) days before such Annual Membership Meeting.

(c) By not later than ten (10) days before the date of such Annual Membership Meeting, each Unit Owner and Proxy Holder shall be furnished a written list of all such nominees for directorships and shall be furnished with a ballot for the directorial election, on which the names of each candidate for each directorship shall be either typed or printed. Where there is more than one (1) candidate, their names shall be arranged in alphabetical order.

2.5.5. Election of Directors.

(a) At each Annual Membership Meeting, there shall be held a separate election to fill the directorship of each Director whose term of office expires as of such annual Membership Meeting, and any other directorship which is then vacant.

(b) Those persons who have been declared nominees for such positions in accordance with the foregoing provisions of this Section, and who receive the greatest number of Votes cast in such election, shall be declared elected. Where more than one (1) directorship is being filled and such positions are for differing terms, such positions shall be filled by the nominee with the greatest number of Votes assuming the vacant directorship with the greatest number of years to serve and the nominee with the next greatest number of Votes assuming the vacant directorship with the next largest number of years to serve, such process to continue until all vacant directorships have been filled. Cumulative voting shall not be permitted.

(c) Each Voting Representative may cast his Votes in such election either:

(i) while in attendance at such Membership Meeting, or

(ii) prior thereto by depositing his completed ballot with the Secretary, who shall open it at such Membership Meeting (in which event such Voting Representative need not attend such Membership Meeting for his Votes to be counted).

2.5.6. Filling Vacancies in Directorships. If any directorship becomes vacant by reason of a Director's death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors shall, at a Board Meeting duly called for such purpose, elect his successor, who shall serve for the remainder of his term; provided, that if such position remains unfilled at the next Annual Membership Meeting, such successor shall be elected thereat by the Membership, for the remainder of such term.

2.5.7. Removal of Directors. Any Director may be removed from his position as such, with or without cause, by the affirmative vote of Voting Representatives having two-thirds (2/3) of the outstanding Votes, at any Annual Membership Meeting, or at any Special Membership Meeting duly called for such purpose.

2.5.8. Board Meetings.

(a) A Board Meeting shall be held immediately upon adjournment of each Annual Membership Meeting and at the same place where such Annual Membership Meeting was held, provided that a quorum of Directors is present. If such quorum is not present, a Board Meeting shall be held as soon thereafter as is practicable, provided that notice thereof is given to each Director by no later than five (5) days prior thereto.

(b) Thereafter, a Board Meeting shall be held at least once each quarter on the third Monday of March, June, September and December of each year, or on any other day which the Board of Directors selects, and at such time and place as it from time to time selects.

(c) Once the date, time and place of the regular Board Meetings are selected, such regular Board Meetings may thereafter be held without notice of such date,

time and place (which may not be changed unless notice of such change is given to the Directors in the same manner as for a Special Board Meeting).

(d) A Special Board Meeting may be called by the President on not less than two (2) days' notice given in writing, in person or by telephone or wire to each Director, and must be called on the demand of two (2) or more Directors.

(e) Notice of a regular or special Board Meeting need not be given to any Director who submits a waiver of such notice either before or after such Board Meeting. A Director's attendance at a Board Meeting shall be deemed to be a waiver by him of his right to be given notice thereof.

2.5.9. Quorum. At each Board Meeting, the presence of a Majority of the Directors shall constitute a quorum for the transaction of business, except as is otherwise expressly provided in these By-Laws or by applicable law. Each Director shall be entitled to cast one (1) vote upon each question which comes before the Board of Directors, and the decisions of a Majority of the Directors present at a Board Meeting at which a quorum is present shall be the decision of the Board of Directors. If at any Board Meeting a quorum is not present, a Majority of the Directors who are present may adjourn the Board Meeting from time to time and, at any such adjourned Board Meeting at which a quorum is present, any business that might have been transacted at the Board Meeting as originally called may be transacted without further notice to any Director.

2.5.10. Unit Owners' Attendance at Board Meetings.

(a) Each Unit Owner shall be entitled to attend any Board Meeting, but no Unit Owner shall have any right to vote upon any questions coming before such Board Meeting, or to be given notice of any Board Meeting or to participate in the deliberations of the Directors thereat.

(b) Each Unit Owner and Proxy Holder shall have the right to be heard on the questions of the approval and adoption of the Council's budget at the Board Meeting at which such actions are to be taken, as aforesaid.

2.5.11. Powers and Duties of the Board of Directors.

(a) All of the Council's business and affairs shall be managed, and all of its rights, powers and duties shall be exercised and performed on its behalf, by the

Board of Directors and the Officers in accordance with the provisions of this Section 2.5.11. and of Section 2.5.; provided that nothing in the foregoing provisions of this paragraph shall be deemed in any way to alter or impair the operation and effect of any provision of the Act, the Corporations and Associations Article of the Code, other applicable law, the Declaration or these By-Laws pursuant to which the Council's right to take any action is conditioned upon such actions having been authorized or approved by the Membership.

(b) Without limiting the generality of the foregoing provisions of this Section, the Board of Directors shall cause the Council to take each of the following actions:

(i) Management of the Common Elements. To operate, manage, maintain, renew, replace, repair and protect the Common Elements and all Council Property;

(ii) Preparation of Budget. To prepare and adopt a Budget of the estimated Common Expenses, Council Receipts, Common Profits and Assessments for the Council's next succeeding fiscal year, in accordance with the provisions of Article III hereof;

(iii) Assessments. To levy Assessments in accordance with the provisions of Article III hereof;

(iv) Expenditures. To authorize the use and expenditure of any or all Council Receipts (except for so much thereof as the Council resolves to deposit in a reserve fund for such purpose) for the operation, management, maintenance, renewal, replacements, repair and protection of the Common Elements and Council Property, provided that the Council may make no single expenditure for any unbudgeted capital improvement which exceeds five percent (5%) of the total Budget for that fiscal year, unless it is authorized both by the Board of Directors and by the Membership at a Membership Meeting, or unless the expenditure is an Emergency Expenditure.

(v) Selection of the Manager. To employ or contract with one or more persons to manage the Condominium and/or the affairs of the Council

(each of which persons shall be subject to the control of the Board of Directors at all times); to fix the Manager's compensation (which shall be paid by the Council as part of the Common Expenses); and to determine the nature and extent of the Manager's powers and duties, subject to any limitation thereon which is set forth in the provisions of the Act, the Declaration or these By-Laws;

(vi) Fidelity Bonds. To require the Manager and all officers, directors and employees of the Council who handle, or are responsible for, funds of the Council or funds in its possession or under its control to furnish the Council fidelity bonds, in an amount not less than \$250,000.00, and with a corporate surety, which are satisfactory to the Board of Directors (the premiums on which shall be paid by the Council as part of the Common Expenses);

(vii) Taxes, Liens, Water and Sewer Rents. To pay all taxes and assessments levied or liens imposed against any of the Condominium or Council Property; provided that:

(1) any such tax or assessment which is levied separately against a particular Unit or is otherwise chargeable under applicable law directly and separately to a particular Unit Owner shall be paid by such Unit Owner;

(2) any tax or assessment which is levied against the Condominium as a whole before a separate tax or assessment is levied against each Unit in accordance with the provisions of Section 11-~~11~~<sup>12</sup> of the Act may be paid by the Council as part of the Common Expenses; and

(3) any charge for water, gas, sewer service, electricity or any other utility service which is provided to the Common Elements or is otherwise properly assessed, levied and charged to the Council or against the Condominium as a whole shall be paid by the Council as part of the Common Expenses;

(viii) Employees, Services and Materials. To employ and dismiss such clerks, workmen, janitors, watchmen and other personnel, and to purchase, contract or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Directors are from time to time necessary for the proper operation and maintenance of the Common Elements and any Council Property;

(ix) Collection of Delinquent Assessments. To collect any unpaid and delinquent Assessment, any interest accrued thereon and any costs and expenses which the Council incurs in connection therewith (including, by way of example rather than of limitation, any filing fees, court costs or attorney's fees), whether by suit or otherwise;

(x) Professional Assistance. To employ or retain legal counsel, engineers and accountants and to determine the amount and terms of their compensation, whenever the professional assistance of such persons is deemed necessary by the Board of Directors for any purposes related to the Council's exercise of its rights and powers, or performance of its duties;

(xi) Operating Accounts. To cause such operating, escrow and other accounts to be established and maintained as the Board of Directors deems appropriate from time to time and as are consistent with good accounting practices;

(xii) Audits and Books of Accounts. To (1) cause a complete audit of the Council's books and accounts to be made by a competent certified public accountant at the end of each fiscal year of the Council, and at any other time as the Board of Directors deems necessary;

(2) prepare at the end of each fiscal year of the Council, and furnish to each Unit Owner, a report of the Council's business and affairs, showing its transactions and reflecting fully and accurately its financial condition; and

(3) keep detailed books of account, in chronological order, of the Council Receipts and the Common Expenses, specifying therein the amount of the Common Expenses and the Common Profits and the portions thereof which are attributable to each Unit;

(xiii) Rules and Regulations. To (1) make, promulgate and amend from time to time such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other portions of the Condominium on a uniform, reasonable and equitable basis, all as the Board of Directors deems appropriate;

(2) enforce compliance with the Rules and Regulations by injunction or such other legal action or means as the Board of Directors deems appropriate including the levying of fines against any Unit Owner and the inclusion of such fines in the Unit Owner's annual assessment, which shall be collectible as such; and

(3) provide a copy of such Rules and Regulations, as from time to time amended, to each Unit Owner upon the adoption thereof;

(xiv) Insurance. To (1) procure and maintain insurance in accordance with the provisions of Section 7.1.; and

(2) collect the proceeds of all such insurance, and apply them towards the cost of repair, restoration or replacement of any or all of the Condominium in accordance with the provisions of the Act, the Declaration and these By-Laws;

(xv) Condemnation Proceedings. To exercise and perform, on behalf of the Council, its rights and duties as to the prosecution and defense of condemnation proceedings pursuant to the provisions of Article VIII hereof;

(xvi) Lease or License of Common Elements. To lease or license the use of any of the



Common Elements in a manner which is consistent with the rights of the Unit Owners under the Act, the Declaration or these By-Laws;

(xvii) Designation of Title Holder. To (1) designate a nominee for the purpose of acquiring title to any Unit purchased by the Council;

(2) designate and enter into a trust agreement with two or more Directors to act as trustees for the Council in holding title to such Unit; and/or

(3) authorize the President or any other Officer to execute, attest, enseat and acknowledge, on behalf of the Council, any and all mortgages, leases or other instruments, where necessary to accomplish any such purpose;

(xviii) Personal Property. To cause the Council to acquire by purchase or otherwise, and to own, use, improve, mortgage, sell, dispose of and otherwise deal with, any Council Property, wherever located;

(xix) Additions and Improvements. Subject to the operation and effect of the provisions of the Declaration, to make such alterations, additions and improvements to the Common Elements and any Council Property as it deems appropriate, and to require, before undertaking any such work, the consent in writing of each Unit Owner and first Mortgagee whose rights may, in the opinion of the Board of Directors, be prejudiced by such alteration, addition or improvement; provided that the Board of Directors shall obtain the approval by the Membership of any alteration, addition or improvement which the Board of Directors estimates would cost more than five percent (5%) of the total Budget for that fiscal year and is not included in the annual Budget;

(xx) Offices. To create one or more offices of assistant secretary, assistant treasurer or otherwise, in addition to the offices of President, the Vice-President, the Secretary and the Treasurer; and

(xxi) Repair of Common Pipes, Lines, Etc. To cause the Council to repair any and all sewer, drain, water, gas, electrical, telephone or other lines and facilities which are Common Elements.

2.5.12. Limitation of Directors' Liability.

(a) No Director, in his capacity as such, shall, except in the event of his own individual willfull misconduct or gross negligence in the performance of his duties, be liable:

(i) for any failure by the Council to obtain or pay for any service which is to be obtained hereunder, or for any injury or damage to persons or property caused by the elements or any Unit Owner or other person, or resulting from the leakage or flow of electricity, gas, water, rain or dust from the outside of the Building, from any Unit, from any pipe, drain, conduit, appliance, equipment or other place;

(ii) to any Unit Owner or other person under any agreement, deed, lease, mortgage, other instrument or transaction entered into by him on behalf of the Council or the Unit Owners in the performance of his duties;

(iii) in tort or otherwise directly or indirectly, to any Unit Owner or any person by virtue of his good faith act or failure to act; or

(iv) arising out of the use, misuse or condition of the Common Elements or in any other way as a result or by virtue of his performance of his duties.

(b) Each Director, in his capacity as such, his heirs and personal representatives shall be indemnified by the Council against all liability and expense (including, by way of example rather than of limitation, that of reasonable attorneys' fees), which are reasonably imposed upon or incurred by him in connection with any proceeding in which he is involved by reason of his being or having been a Director, or in connection with any settlement thereof, and (with respect to such expense) whether or not he is a Director at the time such expense is incurred in connection with any such proceeding in which the Director is adjudged guilty of gross negligence or

willful misconduct in the performance of his duties; provided that the foregoing provisions of this paragraph shall not be applicable to any such liability or expense assumed or incurred as the result of a settlement of such proceeding unless the Board of Directors (with such Director abstaining), acting upon the advice of its legal counsel, approves such settlement and reimbursement as being in the Council's best interest. Any amount paid by the Council pursuant to the foregoing provisions of this paragraph shall be part of the Common Expenses. Nothing in the foregoing provisions of this paragraph shall be deemed to alter or impair any right to indemnification to which such Director and/or Officer is entitled under applicable law, by authorization of the Membership or the Board of Directors or otherwise.

(c) Every agreement, contract, deed, lease, mortgage or other instrument which is executed on behalf of the Council by any Director or Officer shall provide that such Director or Officer shall have no personal liability thereunder by virtue of such execution, and that any claim by any other party thereto arising hereunder shall be asserted against, and any liability thereunder shall be borne by, the Council. Any damages or expenses which are awarded against or incurred by the Council and arise out of such liability shall be paid by the Council as part of the Common Expenses.

2.5.13. Compensation of Directors. Each Director shall serve as such without compensation, unless such compensation is expressly authorized by the Membership. Any such compensation shall be paid by the Council as part of the Common Expenses. Each Director shall be reimbursed by the Council for all expenses which are reasonably incurred by him in the discharge of his duties, and for which itemized vouchers and receipts are presented.

## SECTION 2.6. Officers.

### 2.6.1. Designation; Qualifications of Officers.

(a) The Officers shall consist of the President, the Vice-President, the Secretary, the Treasurer and, if the Board of Directors creates any office of assistant secretary or assistant treasurer, or any other office, each such Assistant Secretary, Assistant Treasurer or other Officer.

(b) Each Officer shall be (i) a natural person; (ii) at least eighteen (18) years old; and (iii) either (1) alone or in combination with one or more other persons a

Unit Owner, or (2) an officer, director, employee or agent of a corporation, partnership, trust or other legal entity (other than a natural person) which, either alone or in combination with one or more persons, is a Unit Owner, provided that the Secretary is given such proof of such natural person's status as officer, director, employee or agent of such entity as the Secretary reasonably requires.

(c) The President and the Secretary shall be selected from among the Directors. Any other Officer may but need not be a Director.

(d) One person may simultaneously be both the Secretary and the Treasurer, but no person may simultaneously hold any other two or more offices.

2.6.2. Election of Officers. The Officers shall be elected annually by the Board of Directors at the first Board Meeting following the Annual Membership Meeting, and shall hold office until their successors are elected and qualify.

2.6.3. Powers and Duties of the President. The President shall:

(a) be the chief executive officer of the Council and the chairman of the Board of Directors,

(b) have the general powers and duties which are usually vested in the office of president of a corporation organized and existing under the law of Maryland (including, by way of example rather than of limitation, the power to appoint such committees from among the Unit Owners as he from time to time deems appropriate, to assist in the conduct of the affairs of the Council), and

(c) have charge of the administration of the Condominium.

2.6.4. Powers and Duties of the Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President is absent or unable to act.

2.6.5. Powers and Duties of the Secretary. The Secretary shall:

(a) act as secretary of each Board Meeting and each Membership Meeting at which he is present,

(b) record all Votes cast on questions coming before each such meeting and the minutes thereof, setting forth each resolution adopted thereat in a minute book to be kept for that purpose,

(c) have charge of such minute book and of such records and papers of the Council as the Board of Directors directs,

(d) have the general powers and duties which are usually vested in the office of secretary of a corporation organized and existing under the law of Maryland (including, by way of example rather than of limitation, the duty to send notices of Membership Meetings in accordance with these By-Laws) as well as such other duties as are prescribed by these By-Laws, by the Board of Directors or the President, and

(e) keep at the office of the Council the roster referred to in the provisions of Section 11.1., as well as copies of the Declaration, of the Condominium Plat, these By-Laws and the Rules and Regulations, all as from time to time amended (all of which shall be available at such office for inspection by the Unit Owners and each Mortgagee during the Council's regular business hours).

2.6.6. Powers and Duties of the Treasurer. The Treasurer shall:

(a) have charge and custody of, and be responsible for, the Council's funds and securities;

(b) deposit all of its monies, checks and other valuable effects in the name and to the credit of the Council in such depositories as are from time to time designated for such purpose by the Board of Directors;

(c) disburse the Council's funds as from time to time ordered by the Board of Directors or the President, making proper vouchers for such disbursements;

(d) keep full, complete and accurate accounts and records of the Council's financial transactions;

(e) submit to the Board of Directors and the Membership such reports thereof as the Declaration, these By-Laws, applicable law or the Board of Directors from time to time require (which accounts and records shall:

(i) include, by way of example rather than of limitation, chronological listings of all Council Receipts, all Common Expenses, the amount of each Assessment levied against each Unit, and the amounts thereof paid and unpaid;

(ii) specify and itemize the Common Expenses relating to the Common Elements and any other Common Expenses;

(iii) be kept at the office of the Council; and

(iv) be available there for inspection by the Unit Owners, prospective Unit Owners and each Mortgagee during the Council's regular business hours); and

(f) have the general powers and duties which are usually vested in the office of treasurer of a corporation organized and existing under the law of Maryland. The Treasurer shall present at each Annual Membership Meeting an audit (prepared by an independent certified public accountant) of the Common Expenses and the Common Profits, the allocation thereof to each Unit Owner, and any changes expected therein for the Council's next succeeding fiscal year. Such audit shall be mailed or delivered to each Unit Owner not less than five (5) days prior to such Annual Membership Meeting.

2.6.7. Compensation of Officers. The Officers shall serve as such without compensation unless such compensation is expressly authorized by the Membership. Any such compensation shall be paid by the Council as part of the Common Expenses. Each Officer shall be reimbursed by the Council for all expenses which are reasonably incurred by him in the discharge of his duties and for which itemized vouchers and receipts are presented.

2.6.8. Resignation and Removal of Officers. Any Officer may resign his office at any time by giving written notice thereof to the Board of Directors. Unless such resignation indicates an earlier date therefor, it shall become effective at the next succeeding Board Meeting. Any Officer may be removed from office at any time by resolution of the Board of Directors. Any Director who is removed from his position as such and is then an Officer shall also be deemed thereby to have been removed from such office.

2.6.9. Filling Vacancies in Offices. If any office becomes vacant by reason of an Officer's death, resignation, retirement, disqualification, removal from office or otherwise, the Directors shall, at a Board Meeting duly called for such purpose, elect his successor.

2.6.10. Execution of Instruments. No agreement, contract, check, loan agreement, deed, lease, mortgage or other instrument shall be binding upon the Council unless signed by two (2) Officers, except to the extent that the power to bind the Council is otherwise delegated to the Manager or any other person by the Board of Directors.

SECTION 2.7. Resident Agent. The name and post office address of the resident agent of the Condominium and the Council in Maryland shall be Mark K. Joseph, Esquire, 1100 One Charles Center, Baltimore, Maryland 21201. Such resident agent (a) is authorized to accept on behalf of the Council service of process in any action relating to two or more Units, the Common Elements, the Council, the Unit Owners as a class, or the Membership, and (b) shall serve until his successor is designated.

SECTION 2.8. Fiscal Year.

2.8.1. First Fiscal Year. The Council's first fiscal year shall begin on the later of the date of the recordation of the Declaration among the Land Records and the date of the filing of the Council's Articles of Incorporation with the State Department of Assessments and Taxation of Maryland, and shall end on the following thirtieth (30th) day of June.

2.8.2. Subsequent Fiscal Years. Each of the Council's subsequent fiscal years shall begin on the first day of July of each succeeding year after the year which is referred to in the provisions of Section 2.8.1., and shall end on the thirtieth (30th) day of June of the following calendar year.

SECTION 2.9. Principal Office. The Council's principal office shall be located at, and its mailing address shall be, c/o Columbia Residential Management, Inc., 9050 Red Branch Road, Suite K, Columbia, Maryland 21045, or at such other place as is permitted by law and designated for such purpose from time to time by the Board of Directors.

ARTICLE III. IMPOSITION AND ENFORCEMENT OF ASSESSMENTS.

SECTION 3.1. Assessments. The Council may obtain funds to pay Common Expenses from time to time by levying assessments (each of which is hereinafter referred to as an "Assessment") against the Unit Owners and their respective Units in proportion to their respective percentage interest in the Common Expenses and Common Profits, all upon the terms for the purposes and subject to the conditions which are set forth in the provisions of the Act, the Declaration and these By-Laws, and in the manner set forth herein.

SECTION 3.2. Procedure for Levying Assessments. Any determination by the Council to levy Assessments or by the Board to levy emergency special Assessments pursuant to the provisions of the Act and the Declaration, and/or of the respective amounts thereof, shall (subject to the operation and effect of such provisions) be made in the following manner:

3.2.1. Classes of Assessments.

(a) The Assessments shall consist of annual Assessments (each of which is hereinafter referred to as an "Annual Assessment"), special Assessments (each of which is hereinafter referred to as "Special Assessment") and emergency special Assessments (each of which is hereinafter referred to as an "Emergency Special Assessment").

(b) (i) The proceeds of the Annual Assessments may be used by the Council to defray any Common Expenses and to accumulate a reserve for the replacement or repair of any of the Common Elements.

(ii) The proceeds of any Special Assessments shall be used to defray any Common Expenses incurred by the Council either in the construction, reconstruction, repair or replacement of any of the Common Elements, or any Council Property which is extraordinary in nature or amount.

(iii) The proceeds of any Emergency Special Assessments shall be used to defray the costs of Emergency Expenditures as defined in subsection 2.5.11.(b)(iv).



3.2.2. Period of Assessments.

(a) Each Assessment shall be levied with respect to one of those periods (each of which is hereinafter referred to as "Assessment Year") which are coextensive with the Council's fiscal years.

(b) Not more than one Annual Assessment shall be levied against a Unit for any Assessment Year.

3.2.3. Allocation of Assessments Among Units.  
Except as is otherwise herein provided:

(a) The respective amount of any Annual Assessments or Special Assessments levied for an Assessment Year shall be computed in accordance with the respective percentage interests in the Common Expenses and Common Profits of the Units, and

(b) No Assessment of one class may be levied for an Assessment Year against one Unit unless an Assessment of such class is at the same time levied for such Assessment Year against each Unit.

3.2.4. Adoption by Board of Directors; Notice of Assessment; when Assessments become Due and Payable.

(a) By not later than the sixtieth (60th) day prior to the commencement of an Assessment Year, the Board of Directors shall adopt a budget for the Council for such Assessment Year, which shall set forth for such Assessment Year (i) the aggregate amount of the Annual Assessments to be levied, and (ii) the respective amount of the Annual Assessment to be levied against each Unit. By not later than the forty-fifth (45th) day prior to the commencement of such Assessment Year, the Council shall provide a copy of such budget to each Unit Owner at the Notice Address of each.

(b) All Annual Assessments are to be paid to the Council in monthly installments unless the Council determines another payment schedule.

(c) The initial installment of the Annual Assessment shall be due on the first (1st) day of such Assessment Year without the necessity of further action and any subsequent installments thereof shall be due on the first day of each month thereafter; however, the initial installment for the first Assessment Year shall be due on the first (1st)

day of the first (1st) month following the commencement of the Council's first fiscal year.

(d) So much of an Annual Assessment as does not exceed the maximum amount which may be levied without obtaining the consent of a Majority of the Unit Owners shall be due on the first (1st) day of such Assessment Year without the necessity of further action and any subsequent installments thereof shall be due on the respective dates set forth in such schedule; provided, that if the amount of an Annual Assessment exceeds such maximum amounts, such excess shall not be due unless and until a Majority of the Owners consent to the levy of such excess.

(e) Any Special Assessment (or the initial installment thereof, if payable in installments) shall be due on the later of (i) the first (1st) day of the Assessment Year for which it is levied; or (ii) any later date specified.

(f) The failure or delay of the Board of Directors to prepare and adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the new monthly payment due under a newly adopted annual or adjusted budget.

3.2.5. Limitations upon Assessments.

(a) Without Approval by the Unit Owners. Other than pursuant to the provisions of subsection 3.2.5.(b) hereof, the Council may not levy against any Unit an Annual Assessment in an amount which,

(i) for the first Assessment Year, exceeds the amount of monthly assessment during the first Assessment Year as designated on Schedule I attached hereto multiplied by the number of months remaining in the first Assessment Year.

(ii) for any Assessment Year thereafter, exceeds one hundred twenty percent (120%) of the maximum amount permitted to be levied against such Unit as an Annual Assessment for the immediately preceding Assessment Year, which preceding Assessment Year shall be adjusted, if necessary, to a twelve (12) month period.

(b) Without Approval by the Unit Owners. The Board of Directors upon an affirmative vote of a majority of said Directors, may levy an Emergency Special Assessment which shall be collected as any Special Assessment.

(c) With Approval by the Unit Owners. The Council may, if it obtains the written consent thereto of a Majority of the Unit Owners, levy against each Unit for an

Assessment Year that portion of an Annual Assessment which exceeds the maximum sum which the Council may levy for such Assessment Year without having obtained such consent.

SECTION 3.3. Personal Liability of Unit Owners.

3.3.1. When Liable.

(a) Each Unit Owner shall be personally liable for the payment of each Assessment (or each installment thereof; if payable in installments) which becomes due with respect to a Unit either (i) while he is the Unit Owner thereof, or (ii) prior to his having become the Unit Owner thereof if either (1) a statement of condominium lien with respect to such Assessment is recorded among the Land Records prior to his having become the Unit Owner thereof, pursuant to the provisions of Section 11-110 of the Act, or (2) he became the Unit Owner thereof other than by a "grant of a unit for value", as that term is used in the said provisions.

(b) A Unit Owner may not avoid such liability by (i) waiving any right to the use of the Common Elements or otherwise which he holds under the provisions of the Act, the Declaration, these By-Laws or otherwise, (ii) abandoning or otherwise terminating his use of such Unit, or (iii) conveying the title to such Unit after the same becomes due.

(c) Nothing in the foregoing provisions of this Section shall be deemed in any way to alter or impair any right which any Unit Owner may have against any prior Unit Owner of his Unit for the recovery of any amount which such Unit Owner may pay on account of such liability.

3.3.2. When not liable. A Unit Owner shall not be personally liable for the payment of any Assessment or installment thereof which becomes due with respect to a Unit, other than as set forth in the foregoing provisions of this Section.

SECTION 3.4. Assessment Lien; priority thereof.

3.4.1. Statement of Condominium Lien.

(a) At any time after an Assessment is levied against a Unit and before it is paid in full to the Council, the Council may execute and record among the Land Records, in accordance with the provisions of Section 11-110 of

the Act, a statement of condominium lien with respect to such Assessment (or any installment thereof, if payable in installments and if the Council elects to make such statement of condominium lien applicable to such installment rather than to such Assessment in full).

(b) The form of any such statement of condominium lien shall be determined by the Council in the exercise of its sole discretion, provided that, upon its having been executed and recorded among the Land Records, it constitutes a "statement of condominium lien" for purposes of the provisions of Section 11-110 of the Act.

3.4.2. Effectiveness of Assessment Lien. Each Assessment (or each installment thereof, if payable in installments) levied against a Unit shall constitute a lien (hereinafter referred to as an "Assessment Lien") upon the title to such Unit, from the time when a statement of condominium lien with respect to such Assessment or installment is recorded among the Land Records pursuant to the provisions of Section 11-110 of the Act and the provisions of Section 3.3.1. hereof until such Assessment or installment is paid, provided that such statement of condominium lien is recorded among the Land Records prior to both (a) the second (2nd) anniversary of the date upon which such Assessment or installment first becomes due, and (b) the recordation among the Land Records of a deed or other instrument which effects a "grant of a unit for value" (as that term is used in the provisions of Section 11-110(d) of the Act) of such Unit by the person who was the Unit Owner of such Unit at the time when such Assessment or installment first became due.

3.4.3. Priority of Assessment Lien. An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Unit against which such Assessment is levied, if and only if such Mortgage is recorded among the Land Records prior to the recordation thereamong of the statement of condominium lien creating such Assessment Lien.

3.4.4. Enforcement of Assessment Lien.

(a) An Assessment Lien may be enforced and foreclosed by the Council in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and covering real property situate and lying in said City.

(b) (i) The Council shall be entitled (A) to protect the Council's right to collect any unpaid Assessment by purchasing the Unit against which it is levied, at any judicial or other sale involving the enforcement of any Assessment Lien or other lien against the Unit, provided that such action is authorized by the Membership; (B) to hold, lease, sublet, sell, convey and mortgage any such Unit so purchased; and (C) if authorized by the Board of Directors, to borrow any or all of the purchase money therefor.

(ii) The payment of the purchase price for such Unit and of any interest charged for any such purchase money so borrowed shall be a Common Expense, and any income from any resale, mortgage or lease of such Unit shall be part of the Council Receipts.

SECTION 3.5. Interest on unpaid Assessment. Each Assessment (or each installment thereof, if payable in installments) may, at the option of the Council, bear interest on the unpaid balance thereof from the thirtieth (30th) day after the date upon which it first becomes due, until paid, at the rate of eighteen percent (18%) per annum. In the event the assessment (or any installment thereof, if payable in installments) remains unpaid for at least fifteen (15) calendar days, the Council, at its option, may collect an administrative fee for any late payment in the amount of Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the total amount delinquent, whichever is greater. In the event the said charge and interest are in the aggregate determined to be in violation of any law regarding the maximum amount of interest allowed to be charged, then the maximum amount permitted by law shall be collected.

SECTION 3.6. Council's recovery of unpaid Assessment.

3.6.1. Right of Action. The Council shall be entitled to recover in an action at law or in equity, from any person who is liable for the payment of any or all of an Assessment, both

(a) a money judgment for such Assessment (including by way of example rather than of limitation, the amount of any deficiency which results from any foreclosure of the Assessment Lien therefor), without waiving such Assessment Lien, and

(b) any and all interest accrued thereon through the date of such judgment and recovery, and costs incurred by the Council in obtaining such judgment and recovery

(including by way of example rather than of limitation, that of reasonable attorney's fees of twenty percent (20%) of the amount of said judgment or as awarded by the court).

3.6.2. Limitation on Action. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, no such action or proceeding may be brought to foreclose upon such Assessment Lien or otherwise to recover any of such Assessment, unless

(a) it is brought by the third (3rd) anniversary of the date on which such Assessment (or the initial installment thereof, if payable in installments) first became due, and

(b) a written notice of the Council's intention to initiate the same is given to both the then Unit Owner of the Unit against which such Assessment has been levied, and any person against whom such action or proceeding is to be brought, by not later than ten (10) days prior to such initiation

SECTION 3.7. Certificate as to Payment or Nonpayment. The Council shall, upon written request at any time by any person who is liable for the payment of any Assessment or installment thereof, or who holds any interest in a Unit against which an Assessment has been levied, deliver to such person a certificate signed by an Officer, setting forth whether such Assessment or installment has been paid. Any such certificate so delivered shall be conclusive evidence of the payment of each Assessment or installment thereof which is therein stated to have been paid.

ARTICLE IV. CONTROL OF, AND RIGHTS IN,  
COMMON ELEMENTS AND UNITS.

SECTION 4.1. Conveyance or Dedication by Council of Easements or other Rights in Common Elements.

4.1.1. Subject to the operation and effect of the provisions of Section 4.1.2. hereof, the Council may convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Common Elements, with and only with the approval of Unit Owners holding in the aggregate at least seventy-five percent (75%) of the number of Votes held by all of the Unit Owners.

4.1.2. Each Unit Owner, purchaser, heir, assignee or other transferee of or the legal or beneficial title to, or any other interest in, any Unit shall be conclusively presumed, by his acceptance thereof, irrevocably to have appointed the Council to be his attorney-in-fact, with full and irrevocable power and authority (which shall be deemed to be coupled with an interest), in the name of and on behalf of the Condominium, the Council and/or such Unit Owner, purchaser, heir, assignee, or other transferee, to take any of the following actions:

(a) grant, convey or dedicate (i) to any one or more public or quasi-public governmental authorities or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds, water lines, mains or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Council considers appropriate for the provisions of any utility or utility service to any parcel (whether or not it then or thereafter is part of the Condominium), and (ii) to the said City or any other governmental body, any land then forming part of the Common Elements which is improved or to be improved by a roadway or sidewalk; provided that no such grant, conveyance or dedication shall be made unless the entity to which it is to be made has agreed with, or provided reasonable assurances to, the Council, in a bona fide manner, that thereafter it will operate and maintain the same for the use and enjoyment of the Unit Owners and any other members of the general public who are thereafter entitled to use and enjoy the same;

(b) grant a mortgage pursuant to the provisions of Section 4.4.1.;

(c) Convey the legal title to, or any interest in, any or all of the Common Elements to or at the directions of any governmental or quasi-governmental authority either through the condemnation thereof or the exercise of any power of eminent domain with respect to the same;

(d) grant a leasehold interest in or a license with respect to any or all of the General Common Elements to any person, for a period terminating not later than the third (3rd) anniversary of the date of such grant;

(e) grant to the Declarant, for the benefit of any adjoining property (whether or not it then or thereafter is part of the Condominium), an easement in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any improvements of the types enumerated in the provisions of Section 4.1.2.(a);

(f) enter into a contract with (i) the owner of any land not then contained within the Condominium, (ii) any community association or homeowner's association having jurisdiction over such land, or (iii) any council of unit owners having jurisdiction over such land (if such land has been subjected to a condominium regime pursuant to the provisions of the Act), pursuant to which (A) such owner, the members of such association or council, or any other occupants of such land, and their families and guests, may use and enjoy any or all of the Common Elements, or (B) each Unit Owner or Lessee, and their families and guests, may use and enjoy any or all of such land and any recreational facilities or other improvements thereon, in each instance for such consideration, during such period, upon such terms and subject to such conditions as are set forth in the provisions of such contract, all as the Council considers appropriate, and

(g) execute, enseal, acknowledge, deliver and record on behalf of and in the name of the Condominium, the Council and/or such Unit Owner, purchaser, heir, personal representative, successor, assign or other transferee, any and all documents, the execution, ensealing, acknowledgment, delivery or recordation of which in the name of and on behalf of the same are deemed appropriate by the Council in order to effectuate the provisions of this Section or to exercise any of such rights and powers.

4.1.3. Any Unit Owner or any group of Unit Owners to which the use of any Limited Common Elements is exclusively restricted may grant by deed the exclusive use or the joint use, in common with one (1) or more of the grantors, of the Limited Common Elements, to any one (1) or more Unit Owners, provided a copy of the deed shall be furnished to the Council.

#### SECTION 4.2. Easements Benefiting Units.

4.2.1. (a) Each Unit shall have the benefit of an easement for the lateral and vertical support of the improvements included within such Unit, which easement shall burden the Common Elements and each other Unit.



(b) Without limiting the generality of the foregoing provisions of this Section, each wall or fence, a portion of the thickness of which is included within a Unit and the balance of the thickness of which is included within a contiguous Unit, and which therefore is a party wall or party fence, shall be used and enjoyed as such by the Unit Owners thereof jointly with each other, and each such Unit shall have the benefit of and be burdened with an easement for the support and maintenance of such party wall or fence in accordance with the following provisions:

(i) Subject to the operation and effect of the following provisions of this Section 4.2.1., the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto; all references to party walls relate to those of both residential condominium units and parking stall condominium units;

(ii) If any such party wall or fence is deliberately or negligently damaged or destroyed by the act or omission of one (but not both) of such Unit Owners (or his agent, employee, invitee, family member, visitor or guest), such Unit Owner shall promptly repair it at his expense;

(iii) If any such party wall or fence is damaged or destroyed in any other manner or otherwise requires maintenance, such Unit Owners shall repair it at their joint expense, and

(iv) If either surface of any such party wall at any time becomes exposed to the elements, the Unit Owner of the Unit on which such surface stands shall promptly and at his expense take such action as is reasonably necessary to protect such surface against the elements.

4.2.2. Each Unit shall have the benefit of a non-exclusive easement for the use of:

(a) each main, duct, stack, raceway, wire, conduit, line, drain, pipe, meter or other device located within the Common Elements or another Unit and used in providing any utility or service to the first such Unit; and

(b) each street or sidewalk within the General Common Elements.

4.2.3. Each Unit shall have the benefit of a non-exclusive license to use the remainder of the General Common Elements, provided that:

(a) such use is in accordance with applicable law and the provisions of the Declaration, these By-Laws and the Rules and Regulations;

(b) no person other than the Council may construct, reconstruct, alter, or maintain any structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the General Common Elements; and

(c) no person shall, without first obtaining the Council's consent, do anything within the Common Elements which will cause an increase in any premium paid by the Council for liability or other insurance with respect to the Common Elements, or the cancellation of any such insurance.

4.2.4. The conveyance of the title to any Unit having the benefit or the burden of an easement created by any of the provisions hereof shall constitute a conveyance of such benefit or burden without the necessity of any reference thereto in any instrument by which such conveyance of title is made. No such benefit or burden may be conveyed other than with a conveyance of the title to such Unit.

SECTION 4.3. Maintenance of the Common Elements.

4.3.1. The Council shall regularly maintain all of the General Common Elements (including, by way of example rather than of limitation), each street, walkway or utility line or facility which crosses any Unit and over which any other Unit has the benefit of an easement for ingress and egress, or for any common utility service.

4.3.2. The Limited Common Elements shall be maintained by the Unit Owner to which the Limited Common Element is appurtenant, except for the privacy fences and the exterior of the balconies which shall be painted and maintained by the Council.

SECTION 4.4. Control of the Common Elements. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Council may:

4.4.1. borrow money to improve the Common Elements in accordance with the provisions of the Declaration and these By-Laws, and secure its repayment by subjecting any or all of the General Common Elements to the lien of a mortgage;

4.4.2. take such steps as are reasonably necessary to protect such property against foreclosure under such mortgage;

4.4.3. adopt reasonable rules and regulations governing the use of the Common Elements by Unit Owners, their family members and guests or any other person;

4.4.4. adopt reasonable rules, regulations and standards governing the maintenance of Limited Common Elements;

4.4.5. suspend the right of any Unit Owner, his family members or guests to use the General Common Elements (except for such streets, walkways, and utility lines and facilities),

(a) for so long as such an Assessment levied against such Unit Owner's Unit remains unpaid, and

(b) for any period (not exceeding in length thirty (30) days plus the time during which such infraction continues) for any infraction of the Rules and Regulations.

SECTION 4.5. Right of Entry.

4.5.1. The Council, acting through the Board of Directors, its Officers, or any Manager of the Condominium, and their duly authorized representatives, may enter any Unit whenever such entry is reasonably necessary in order: (a) to install, inspect, maintain, repair or replace any of the Common Elements to which access can reasonably be obtained only through such entry, (b) to maintain, repair or replace any portion of such Unit if such maintenance, repair or replacement are necessary to prevent injury or damage to any other Unit or to the Common Elements, or (c) to maintain the public health and safety of the residents of any other Unit. Except in emergency situations and when access is being unreasonably withheld, such entry shall be with notice and at a reasonable time. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Council of Unit Owners or a Unit Owner shall, if he is responsible for the damage, be liable for the prompt repair.

ARTICLE V. USE RESTRICTIONS.

SECTION 5.1. Residential Use. All Residential Condominium Units shall be used for private residential purposes exclusively, except for such non-residential uses as may be permitted by the Board of Directors, the applicable zoning ordinance and recorded covenants and restrictions. Nothing in this Section, or herein elsewhere shall be construed to prohibit the Declarant, its agents, employees, officers, contractors and invitees from the use of any Units which Declarant owns for promotional or display purposes at the Village of Cross Keys or from leasing any Unit or Units which Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 5.3 hereof.

SECTION 5.2. Parking Stall Use. All Parking Stall Condominium Units shall be used solely for storage of motor vehicles and other miscellaneous storage purposes as permitted by the Board of Directors, the applicable zoning ordinance and recorded covenants and restrictions. No commercial activity shall be permitted from these Parking Stall Condominium Units especially commercial automobile work, repair, or extraordinary maintenance.

SECTION 5.3. Leasing. No portion of any Unit (other than the entire Unit) shall be leased for any period. All leases shall be in writing and shall contain a provision to the effect that the rights of the tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to any other Rules and Regulations. Any Unit Owner who shall lease such Unit shall, promptly, following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. No Unit Owner shall lease his Unit for any period less than thirty (30) days in duration.

SECTION 5.4. Prohibited Uses and Nuisances. Except for the reasonable activities necessary in connection with the repair or reconstruction of any portion of the Condominium by the Council:

(a) No noxious or offensive trade or activity shall be carried on within any Unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners. No nuisances shall be permitted within the Condominium, nor shall any use or practice be permitted which is or becomes a source of annoyance to the Unit Owners or which interferes with the

peaceful use and possession thereof by the Unit Owners. No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Elements except where disposal facilities may be located.

(b) There shall be no obstruction of any Common Elements. Nothing shall be stored upon any Common Elements (excepting those areas designated by the Board of Directors for storage of personal property), or within or upon any spaces designated for the parking of motor vehicles without the approval of the Board of Directors. Vehicular parking upon General Common Elements may be regulated by the Board of Directors. Parking spaces and bicycle storage upon the General Common Elements may be assigned by the Board of Directors for use by particular Unit Owners. The Parking of any motor vehicle in such a manner as to inhibit the ingress and egress from any Parking Stall Condominium Unit is prohibited.

(c) Nothing shall be done or maintained in any Unit or upon any Common Elements which will increase the rate of insurance on any Unit or Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Unit or upon Common Elements which would be in violation of any law. No waste shall be committed upon any Common Elements.

(d) No structural alteration, construction, addition or removal of any Unit or Common Elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon any Common Elements, except that this shall not prohibit the keeping of an orderly dog, cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the General Common Elements unless accompanied by an adult and unless they are carried or leashed. Any person who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Council, each Unit Owner and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium, and to repair any damage done to the Common Elements by any such pet. All pets shall be registered with the Board of Directors and shall

otherwise be registered and innoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises.

(f) Except for such signs as may be posted by the Declarant for address identification, promotional or marketing purposes of Units located on the Property or any parcel within the Village of Cross Keys, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish. The provisions of this subsection shall not be applicable to any Mortgagee In Possession.

(g) Except as otherwise herein provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the General Common Elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the Common Elements or within or upon any parking space.

(h) No part of the Common Elements shall be used for commercial activities of any character. This subsection shall not apply to the use of the Common Elements and of Units by the Declarant for display, marketing, promotional or sales purposes of the Units located on the Property or on any parcel within the Village of Cross Keys.

(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any Unit or upon the Common Elements. Trash and garbage containers shall not be permitted to remain in public view. All refuse shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Board of Directors.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon the Common Elements at any time. Outside clothes dryers or clothes lines shall not be maintained upon the Common Elements at any time. No clothing, laundry or the like shall be hung from any part of the Unit or upon the Common Elements or from or upon any balcony or patio.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit or upon the Common Elements without the prior written consent of the Board of Directors.

(l) Nothing shall be stored upon any balcony or patio nor shall the cooking or preparation of food be permitted upon any of the General Common Elements without the prior consent of the Board of Directors.

(m) No Unit Owner shall engage or direct any employee of the Council on any private business of the Unit Owner during the hours such employee is employed by the Council, nor shall any Unit Owner direct, supervise or in any manner attempt to assert control over any employee of the Council.

(n) There shall be no violation of the Rules and Regulations.

(o) Exceptions to the Rules and Regulations may be granted pursuant to Section 11-111 of the Act.

SECTION 5.5. Storage Areas. The storage areas are Common Elements and may be assigned to Units by appropriate resolution of the Board of Directors. The Board of Directors, the Council of Unit Owners, any Unit Owner and the Declarant shall not be considered a bailee, however, of any personal property stored on the Common Elements (including property located in the storage areas and vehicles parked on the Common Elements), whether or not exclusive possession on the particular area is given to a Unit Owner for storage or parking, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence except to the extent covered by insurance in excess of any applicable deductible.

#### ARTICLE VI. ARCHITECTURAL CONTROL.

SECTION 6.1. Architectural Control Committee. Except for any rehabilitation of the Condominium by the Declarant and any improvements to any Unit or to the Common Elements accomplished concurrently with said rehabilitation, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant,

remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Unit or to partition the same after combination, or to remove or alter any windows or exterior doors of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operating or insuring the Condominium or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the Condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors or by an architectural control committee designated by it.

SECTION 6.2. Architectural Control Committee; Operation.  
The Board of Directors may appoint an architectural control committee composed of three (3) or more natural persons to assist and advise it concerning plans and specifications of Unit Owners, designated from time to time by the Board of Directors. In the event the Board of Directors fails to appoint an architectural control committee, then the Board of Directors shall constitute such committee. The affirmative vote of a majority of the members of the architectural control committee shall be required in order to recommend to the Board of Directors any rule or regulation, or any finding, determination, ruling or order concerning such plans and specifications.

SECTION 6.3. Approvals, Etc. All recommendations by the architectural control committee shall be submitted to the Board of Directors for a final decision; however, nothing herein is to be construed as to require the Board of Directors to be bound by any recommendation of the architectural control committee. An affirmative vote of a majority of the members of the Board of Directors shall be required in order to adopt or promulgate any rule or regulation or to make any finding, determination, ruling or order. All plans and specifications shall be deposited among the permanent records of the committee



and the Board of Directors and a copy of any plans and specifications bearing a written approval shall be returned to the applicant submitting the same. In the event the Board of Directors fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions hereof within sixty (60) days after such plans and specifications (and all other materials and information required by the architectural control committee or the Board of Directors) have been submitted to it in writing, then approval will not be required and the provisions hereof will be deemed to have been fully complied.

SECTION 6.4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Board of Directors pursuant to the provisions hereof shall be commenced within six (6) months following the date upon which the same are approved by the Board of Directors (whether by affirmative action or by forbearance from action, as in Section 6.3. hereof provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Board of Directors shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Board of Directors shall be conclusively deemed to have lapsed and compliance with the provisions hereof shall again be required. There shall be no deviations from plans and specifications approved by the Board of Directors. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board of Directors to disapprove such plans and specifications or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

SECTION 6.5. Certificate of Compliance. Upon completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Board of Directors in accordance with the provisions hereof, the Board of Directors shall, at the request of the Unit Owner, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Board of Directors and constructed or installed in full compliance with the provisions hereof and with such other provisions and requirements of these By-Laws as may be applicable.

SECTION 6.6. Rules and Regulations, Etc. The Board of Directors may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions hereof or any other provision or requirement of these By-Laws. The Board of Directors may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions hereof. The decisions of the Board of Directors shall be final.

ARTICLE VII. INSURANCE; DAMAGE TO AND DESTRUCTION OF THE CONDOMINIUM

SECTION 7.1. Insurance to be Maintained by Council.

7.1.1. Duty to Procure and Maintain. The Council shall procure and maintain, to the extent available, insurance coverage of the types which are enumerated in the provisions of Section 7.3. upon the Common Elements (and, where approved by the Membership pursuant to the provisions of subsection 7.3.1., upon all of the Units), all personal property located within the Common Elements, and all Council Property. Further, the Council shall provide each Unit Owner, upon request, a detailed listing of the types of insurance maintained by the Council and the extent of coverage provided thereby.

7.1.2. Insureds. The policies of such insurance shall name as insureds thereunder the Council (both for itself and as trustee for the Unit Owners), each Unit Owner and each Mortgagee, as their interests may appear.

7.1.3. Insurers. Such insurance shall be purchased from one or more recognized insurance companies duly licensed to operate and do business in Maryland and rated A Class 12.

7.1.4. Exclusions from Coverage. Nothing in the foregoing provisions of this Section shall be deemed in any way to impose upon the Council any obligation to procure or maintain any insurance upon any Unit or upon the personal property of any Unit Owner or any family member, invitee, visitor, tenant or guest of any Unit Owner except when such

coverage is approved by the Council of Unit Owners. Also specifically excluded from coverage are all carpeting, appliances and improvements made or obtained after title has been conveyed by Declarant. Any Unit Owner who desires to obtain any such insurance shall be responsible for doing so at his initiative and expense, and in accordance with the provisions of Section 7.4.

7.1.5. Review. The Board of Directors shall review the Council's insurance requirements and limits thereof once during each of its fiscal years.

7.1.6. Payment of Premiums. The Council shall pay the premiums for such insurance as part of the Common Expense.

SECTION 7.2. Master Policies of Insurance. The Council shall obtain master policies of insurance which shall provide for the proceeds thereunder to be paid to the Council and to be held by the Council for disposition in accordance with the provisions of these By-Laws. Under such master policies, the certificates of insurance shall be issued which indicate on their face that they are a part of such master policies, and that such master policies cover the Common Elements. A certificate of insurance with proper mortgagee endorsements to such policy shall be issued to the Council, each Unit Owner, and each Mortgagee. Such certificate shall show the blanket amount of insurance covering the undivided percentage interest as held by all Unit Owners. Such master policies and certificates shall, to the extent obtainable by the Council using its best efforts, contain a provision that the insurer shall not be entitled to contribution from the issuer of any insurance which may be purchased by any Unit Owner and/or any member of the Unit Owner's household in accordance with the provisions of Section 7.4; a provision that any act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Council of Unit Owners, will not void the policy and is not a condition to recovery under the policy; and a provision that if at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property, this policy is to be the primary insurance and not contributing with other insurance. The originals of such master policies shall be deposited with the Council and a memorandum thereof shall be deposited with each first Mortgagee who requests it. The Council shall pay the premiums for such insurance by not later than thirty (30) days prior to the expiration of the term of each such policy, and shall notify each Mortgagee who requests such notification of such payment within ten (10) days after having made the same.

SECTION 7.3. Types of Insurance. The types of insurance coverage which the Council shall procure and maintain pursuant to the provisions of Section 7.1. are as follows:

7.3.1. Casualty or Physical Damage Insurance. Casualty or physical damage insurance in an amount equal to the full replacement value of all insurable improvements within the Condominium, and all Council Property, as such value is determined annually by the Board of Directors with the assistance of the Issuer of such insurance; provided that at the option of the Board of Directors such policy or policies may contain a "deductible" provision in an amount which is determined by the Board of Directors.

(a) Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with (where such coverage is approved by the Membership, as aforesaid) coverage for the payment of Assessments made with respect to damaged Units during the period of reconstruction and such other risks as from time to time customarily are covered with respect to improvements similar in construction, location and use as those to be insured under the foregoing provisions of this Section (including by way of example rather than of limitation, the risks of vandalism, malicious mischief, windstorm and flood, if applicable) or as the Board of Directors from time to time believes to warrant insurance.

(b) The policies affording such coverage shall provide that, notwithstanding any provisions thereof which provide for the right to elect to restore damage in lieu of making a cash settlement, such right shall not be exercisable without the approval of the Board of Directors, or, where such restoration would not be permitted under the provisions of the Declaration or of the Act, without the approval of those Unit Owners whose approval thereof is required by such provisions.

(c) The policies affording such coverage shall provide: (i) that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice thereof having been given to each insured, including by way of example rather than of limitation, each insured Mortgagee, and (ii) that certificates of such insurance and all renewals thereof, together with acknowledgment of payment of premiums, shall be delivered to each Unit Owner and insured Mortgagee upon request.

7.3.2. Public Liability Insurance. Public liability insurance, including medical payments insurance, insuring the Council, each Officer, Director, employee or agent thereof, each Unit Owner and the Manager against liability for bodily injury, death or property damage arising out of the use of the Common Elements by any person or out of any of their activities on behalf of the Council. Such insurance shall have limits of coverage with respect to bodily injury or death of not less than one million dollars (\$1,000,000.00) for any one person and of not less than two million dollars (\$2,000,000.00) for any one occurrence and in respect of property damage of not less than five hundred thousand dollars (\$500,000.00) for any one occurrence, and may have such higher limits of coverage and may be in such form, as shall from time to time be determined by the Board of Directors. Such insurance shall include coverage of claims of one insured against another insured.

7.3.3. Workman's Compensation Insurance. Workman's Compensation Insurance affording at least such coverage of the Council and its Directors, Officers, employees and agents as is required by applicable law.

7.3.4. Fidelity Insurance. Fidelity insurance covering the Manager and those Officers, Directors, employees and agents of the Council who handle Council Receipts or Council Property, in an amount not less than \$250,000.00, and on such terms as, from time to time, the Board of Directors deems appropriate.

7.3.5. Officers' and Directors' Liability Insurance. Officers' and Directors' liability insurance, in an amount not less than \$500,000.00 and upon such terms and conditions as are from time to time determined by the Board of Directors.

7.3.6. Other Insurance. Such other coverage as the Board of Directors may deem advisable.

#### SECTION 7.4. Insurance to be Maintained by Unit Owners.

7.4.1. Coverage. Each Unit Owner may obtain insurance at his own expense affording coverage against (a) damage to or destruction of his Unit or any of his personal property which is located anywhere upon the land or within the improvements which constitute the Condominium; (b) personal liability incurred by such Unit Owner and arising out of the use of such Unit Owner's Unit by any person, but each policy which affords such coverage shall contain (as to the Council)

the same waiver of subrogation by the insurer as that referred to in the provisions of Section 7.2., and either shall provide that the insurer shall have no right of contribution against any casualty insurance affording coverage against such risk held by the Council pursuant to the provisions hereof (notwithstanding that such Unit Owner may be an insured thereunder) or shall be written by the same carrier as that of such insurance held by the Council; and (c) excess liability insurance for activities and decisions of the Council.

7.4.2. Copy of Policy to be filed with Council. A copy of each such policy shall be filed with the Council by such Unit Owner within ten (10) days after his purchase thereof.

7.4.3. Relationship to Insurance held by Council. If a loss is sustained and the amount of the proceeds which would otherwise be payable under any policy of insurance then held by the Council pursuant to the provisions of Section 7.3.1. and/or 7.3.2. hereof is reduced because of proration of, or right of contribution from, any insurance against the same risk which is held by any Unit Owner under the provisions of this Section, such Unit Owner shall assign to the Council any proceeds of his insurance which are payable on account of such loss, to the extent of the amount of such reduction, and the amount so assigned shall be distributed by the Council in the same manner as that prescribed by these By-Laws for the distribution of the proceeds which are payable under the said policy held by the Council, as aforesaid.

#### SECTION 7.5. Proceeds of Insurance.

7.5.1. Receipt and Distribution of Proceeds by Council. The Council or any insurance trustee shall receive any proceeds which are payable under any policy of insurance of which it is entitled to the proceeds, and shall hold and distribute the same in trust for the purposes set forth in these By-Laws, for the benefit of the Unit Owners, their respective insured Mortgagees, the Council and any other insured thereunder.

7.5.2. Adjustment of Losses. Each Unit Owner shall be deemed to have delegated to the Council his right to adjust with the insurer all losses which are payable under policies purchased by the Council.

7.5.3. Repair or Reconstruction following a Casualty.

(a) Except as may be otherwise provided by the Act, the Declaration or these By-Laws, if any of the improvements which are to be insured by the Council pursuant to the provisions of subsection 7.3.1. are damaged or destroyed, they shall be fully and promptly repaired and restored by the Council using any proceeds of insurance which are payable on account of the same and are held by the Council or any insurance trustee, and each Unit Owner shall be liable for the payment of any deductible provided for in any such policy or policies in effect, except to the extent that such deductible is declared a Common Expense by the Council.

(b) Subject to the operation and effect of the provisions of Section 7.4.3., if as a result of any such damage or destruction any Unit Owner is paid any proceeds under any policy of insurance held by such Unit Owner pursuant to the provisions of Section 7.4., he may apply such proceeds in payment of the share of any such excess for which he is liable, and/or of any Assessment levied against his Unit as a result of any such declaration by the Council.

(c) The Council shall be responsible for restoring such improvements to and only to substantially the same conditions as they were in immediately prior to the occurrence of any damage to, or the destruction of, the same. If, as a result of such repair or reconstruction, any change is made in the location of the improvements within any Unit or the Common Elements, the Council shall record among the Land Records an amendment to the Condominium Plat which relocates the boundaries of such Unit or the Common Elements so as to conform to the location of such improvements as so changed, and shall hold a power of attorney from each Unit Owner and Mortgagee for such purpose.

7.5.4. Estimate of Cost of Repair. Immediately after the occurrence of any damage to, or the destruction of, any or all of the Condominium which the Council is required by these By-Laws to repair, the Board of Directors shall obtain a reliable and detailed estimate of the cost thereof (including, by way of example rather than of limitation, the cost of any professional service or bond which the Board of Directors desires to obtain in connection with such repair).

7.5.5. Construction Fund. Any proceeds of insurance received by the Council as a result of any damage to, or the destruction of, the Condominium, and any other sums received by the Council from any Unit Owner as a result thereof, shall constitute a construction fund which shall be

disbursed by the Council or by any insurance trustee, as the case may be, in payment of the costs of the reconstruction and repair thereof, in the following manner:

(a) If the amount of the estimated cost of reconstruction and repair of the damaged or destroyed portion of the Condominium is less than fifty thousand dollars (\$50,000.00), such construction fund shall be disbursed by the Council in payment of such cost upon authorization by the Board of Directors; provided that at the written request of any Mortgagee which is a beneficiary of any such fund, such fund shall be disbursed in the manner set forth in the provisions of subsection 7.5.5.(b) hereof.

(b) If the amount of the estimated cost of reconstruction and repair of the damaged or destroyed portion of the Condominium is not less than fifty thousand dollars (\$50,000.00), such construction fund shall be disbursed in payment of such cost upon the approval of such disbursement by an architect licensed to practice in Maryland and employed by the Council to supervise such reconstruction and repair, from time to time as such reconstruction and repair progress. Such architect shall be required to furnish to the Council a certificate giving a brief description of the services and materials supplied by each contractor, subcontractor, materialman, architect or other person who has rendered services or furnished materials in connection with such reconstruction and repair, and stating (i) that the sum requested by each such person in payment therefor is justly due and owing, and does not exceed the value of the services and materials furnished; (ii) that there is, to the best of such architect's knowledge, information and belief, no other outstanding debt incurred for such services and materials as so described; and (iii) that the cost, as reasonably estimated by such architect, for so much of such repair and reconstruction as it remains to be done after the date of such certificate does not exceed the amount which will remain in such construction fund after the payment therefrom of the sum so requested.

(c) If any amount remains in such construction fund after the reconstruction or repair of such casualty damage has been fully completed and all the costs thereof have been paid, such portion shall be distributed to the Unit Owners and their insured Mortgagees, as their respective interests may appear.



SECTION 7.6. Substantial or Total Destruction.

7.6.1. Repair or Termination. Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Council of Unit Owners unless:

- (a) the Condominium is terminated;
- (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (c) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild.

7.6.2. Common Expense. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

7.6.3. Distribution of Proceeds. If the entire Condominium is not repaired or replaced:

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

(b) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned (including any unpaid amount for which liens exist) in their order of priority; and

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

SECTION 7.7. ADJUSTMENT OF PERCENTAGE INTEREST AND AMENDMENT OF DECLARATION. If the Unit Owners vote not to rebuild any Unit, that Unit's entire Common Element percentage interest, votes in the Council and Common Expense liability are automatically reallocated pursuant to subsection 8.3.1. hereof, and the Council shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

ARTICLE VIII. CONDEMNATION.

SECTION 8.1. Condemnation Proceedings.

8.1.1. Council's Right to Prosecute and Defend. The Council shall be entitled to prosecute and defend all proceedings with respect to the Condemnation of any or all of the Common Elements or any Council Property; provided, that the Council shall not settle or compromise any claim made in any such proceeding without the approval of Unit Owners having a majority of outstanding Votes.

8.1.2. Notice to Unit Owners. The Council shall notify each Unit Owner of any such proceeding, and each Unit Owner shall be entitled to participate therein on his behalf.

SECTION 8.2. Repair and Reconstruction. Subject to the operations and effect of the provisions of Section 8.3. hereof, in the event of a Condemnation of part of the Condominium, the Council shall arrange for and supervise the prompt repair and restoration of the remainder of the Condominium in the same manner as that which is set forth in the provisions of Article VII in the case of damage by fire or other casualty, and the provisions of Article VII shall apply to the repair and restoration of the Condominium in the same manner as if the Condominium had been so damaged. The award made for the Condemnation shall be payable to the Council and shall be held and disbursed in the same manner as the proceeds of insurance received by the Council are required by the provisions of Article VII to be held and disbursed by the Council upon the occurrence of any such casualty.

SECTION 8.3. Effect of Condemnation on Percentage Interests.

8.3.1. Adjustment of Percentage Interests. If there is a condemnation of any or all of the Condominium and if, as a result of such Condemnation, any or all of any Unit so taken is no longer subject to the operation and effect of the Declaration, the Condominium Plat and these By-Laws, then the respective undivided percentage interests in the Common Elements and percentage interests in the Common Expenses and Profits of all Units or portions thereof which were not so taken shall be adjusted as of the date of such condemnation in the following manner:

(a) If such condemnation is of all of one (1) or more Units, the undivided percentage interest of such

Units shall be reallocated among all of the other Units, in that proportion which immediately prior to such condemnation, the respective percentage interest of each of the other units bears to the aggregate of the respective percentage interest of all of the other Units.

(b) If such condemnation is part, but not all, of one or more Units, the undivided percentage interests shall be adjusted in proportion as the amount of floor area of the Unit taken bears to the floor area of the Unit prior to the taking.

8.3.2. Amendment of the Declaration. Promptly after any Condemnation as a result of which any adjustment of the respective undivided percentage interests in the Common Elements or percentage interests in the Common Expenses and Common Profits is made pursuant to the foregoing provisions of this Section, an amendment of the Declaration setting forth such adjustment shall be executed and acknowledged by each Unit Owner and Mortgagee, and recorded among the Land Records by the Council. The Council shall hold a power of attorney from each Unit Owner and Mortgagee for such purpose.

8.3.3. Votes. Following the taking of a part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit. Following the taking of all of a Unit, the right to vote appurtenant to the Unit shall terminate.

#### ARTICLE IX. MAINTENANCE OF UNITS.

##### SECTION 9.1. Rights and Responsibilities of Unit Owner with Respect to Use and Maintenance of Units.

Each Unit Owner shall:

(a) maintain, repair or replace at his own expense any portion of his Unit which may cause injury or damage to any other Unit or the Common Elements;

(b) paint, wallpaper, plaster, decorate and/or otherwise maintain the exposed surfaces of all portions of his Unit (including, by way of example rather than of limitation, all interior ceilings, doors, door frames, windows, window glass, window frames, vents, shutters, meter covers, patio and floors, if and to the extent that any of the same are part of his Unit);

(c) pay any expense which is duly incurred by the Council in making any repair to or replacement of the Common Elements which results from the willful or negligent act or failure to act of such Unit Owner or of any tenant, Contract Purchaser, or other occupant or user of his Unit;

(d) exercise his rights and perform his duties under the provisions of the Act, the Declaration and these By-Laws, in such manner and at such hours as will not unreasonably disturb any other Unit Owners;

(e) comply in every respect with the Rules and Regulations, as the same are from time to time promulgated by the Council.

SECTION 9.2. Remedies for Failure to Comply.

9.2.1. Should a Unit Owner fail to repair or replace any portion of his Unit which injures or damages another Unit or the Common Elements or should a Unit Owner fail to repair or replace damage resulting from the willful or negligent act or failure to act caused by such Unit Owner, any Tenant, Contract Purchaser or other occupant or user of the Unit, the Board of Directors or its designated Committee shall provide said Unit Owner with notice that the repair or replacement must be made within a stated period of time which shall be reasonable in relation to the injury caused. Should the said Unit Owner fail to make the repair or replacement within that time period, the Board of Directors may enter said Unit, if necessary, make the needed repair or replacement, and tax the costs to the Unit Owner as an assessment which shall be collectible as same.

SECTION 10.1. Contracts for Management of Condominium and Termination.

10.1.1. The Board of Directors, in behalf of the Council, may enter into an agreement with any person for such person to provide management services for the Council or the Unit Owners with respect to the Condominium, so long as such agreement:

(a) expressly provides that such agreement may be terminated by a majority vote of the Council of Unit Owners and upon thirty (30) days written notice of said termination;

(1) year; and (b) is for a term of not longer than one

(c) if a provision is made therein for renewal of such agreement from time to time by agreement of the parties thereto, provides that no such renewal provisions and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Council to such agreement for longer than one (1) year from the date of such renewal or combination of renewals (and, to the extent that any such agreement does not expressly so provide, it shall be deemed to do so).

10.1.2. Anything contained in the foregoing provisions hereof to the contrary notwithstanding, the Board of Directors, on behalf of the Council, shall not effectuate any decision by it both (a) to terminate any such management agreement, and (b) thereafter to assume or undertake the management of the Condominium without utilizing or employing professional management services with respect to the same, without obtaining each first Mortgagee's prior written approval thereof.

ARTICLE XI. MISCELLANEOUS PROVISIONS.

SECTION 11.1. Roster of Unit Owners, Mortgagees, Proxy Holders and Voting Representatives.

11.1.1. Duty to Furnish Information. Immediately upon a person's having become the Unit Owner or a Mortgagee of a Unit, or the Proxy Holder of a Unit Owner's Votes, such Unit Owner, Mortgagee or Proxy Holder shall, in writing, both notify the Council of its status as such and supply the following information to the Secretary:

(a) the full and correct name of such Unit Owner, Mortgagee or Proxy Holder;

(b) the number of the Unit of which such person is a Unit Owner or Mortgagee, or for the Unit Owner of which such person is a Proxy Holder;

(c) if such Unit Owner, Mortgagee or Proxy Holder consists of more than one person, the full and correct name of each such person;

(d) if such Unit Owner, Mortgagee or Proxy Holder, or any such person of which it consists, is not a natural person, (i) the type of legal entity of which it consists, and (ii) the state or other jurisdiction under which it is organized and exists;

(e) an address for each such Unit Owner, Mortgagee or Proxy Holder in the United States of America, which shall constitute its Notice Address for purposes of the provisions of Section 11.2;

(f) unless such Unit Owner and any such Proxy Holder consists of one natural person (or of two or more natural persons who do not desire to designate any Voting Representative), the name of each natural persona who is to be a Voting Representative for such Unit Owner or Proxy Holder; and

(g) upon request by the Secretary, such evidence of such Unit Owner's, Mortgagee's or Proxy Holder's status as such as the Secretary may reasonably demand.

11.1.2. Failure to Furnish Information. Unless a Unit Owner, Mortgagee or Proxy Holder has notified the Council of its status as such and supplied the Secretary with the information which is required to be supplied by the foregoing provisions of this Section, such person shall have no right under the provisions of the Act, the Declaration or these By-Laws (a) to be given any notice, demand, consent, approval, request or other communication or document by the Council or any Director or Officer, (b) unless permitted by the President, to participate in the consideration of or cast any Vote upon any questions voted upon by the Membership, or (c) otherwise to be recognized as such by the Council, and Director or Officer, employee or agent thereof, or any Unit Owner. The Council shall, however, cause any notice being given to the Unit Owners generally to be delivered to each Unit, and any notice being given with respect to any unit to be delivered to that Unit.

11.1.3. Maintenance of and Reliance on Roster. The Secretary shall maintain on a current basis a roster showing, with respect to each Unit, any and all information pertaining to the Unit Owner thereof, any Mortgagee thereof, and any Proxy Holder or Voting Representative with respect thereto, which is supplied to the Secretary pursuant to the foregoing provisions of this Article. Unless the Council has received express, written notice to the contrary, the Council, its Directors, Officers, employees and agents, and each Unit Owner shall be entitled to rely upon the accuracy of such roster as reflecting

the existence, current identity, composition, legal standing, and Notice Address of the Unit Owner and any Mortgagee or Proxy Holder of a Unit, and the designation and identity of any Voting Representative for any such Unit Owner or Proxy Holder, all in making any determination for purposes of the provisions of the Act, the Declaration or these By-Laws as to whom any notice, demand, consent, approval, requests or other communication or document is to be given or delivered by the Council or any Director or Officer thereof, or by whom or on whose behalf any vote may be cast at any meeting of, or in connection with any other action to be taken by, the Council, Board of Directors or Officers.

SECTION 11.2. Notices. Any notice, demand, consent, approval, request or other communication or document which is to be provided hereunder by the Council or any Director, Officer or other person, to any person shall be in writing, and (a) shall be deemed to have been provided forty-eight (48) hours after having been deposited as first class mail in the United States mails, postage prepaid, and addressed (i) if the addressee is a Unit Owner, Proxy Holder, Voting Representative or Mortgagee who (in accordance with the provisions of Section 11.1.) has notified the Council of its status as such and furnished the Secretary with the information referred to therein, to such person's address (herein referred to as such person's "Notice Address") as set forth in the roster which is referred to herein, and (ii) if the addressee is the Council, to the address of the Council's resident agent, or to such other address in the United States of America as the Council may designate from time to time by notice to the Unit Owners; and (iii) if the addressee either (A) has not so notified the Council and furnished the Secretary with such information, or (B) if any other person, to such address in the United States of America as is used by the United States Postal Service for the Delivery of mail to such person or to his Unit, or (b) shall be deemed to have been provided upon actual hand or other delivery to such person.

SECTION 11.3. Severability. No determination by any court, governmental or administrative body or agency or otherwise that any provision of these By-Laws or any amendment hereto is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision of these By-Laws or of such amendment, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by law, and shall be construed wherever possible as being consistent with applicable law.

SECTION 11.4. Amendment. These By-Laws may be amended by the affirmative vote of Unit Owners having sixty-six and two-thirds percent (66-2/3%) or more of the Votes.

SECTION 11.5. Applicable Law. These By-Laws shall be given effect and construed by application of the laws of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought to a United States District Court, it shall be brought in the United States Court for the District of Maryland.

SECTION 11.6. Headings. The headings of the Articles, Sections and subsections hereof are provided herein for and only for convenience of reference and shall not be considered in construing the contents thereof.

SECTION 11.7. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.



UNIT NUMBER	MODEL NUMBER	% SHARE OF COMMON ELEMENTS	UNIT CONDO FEE	MAINT. CORP. FEE	REC. FEE	MONTHLY TOTAL CONDO FEE	ANNUAL TOTAL CONDO. FEE
1A	VI	1.76859	128.48	11.94	11.88	152.33	1827.96
1C	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
1D	I	0.85112	61.83	5.75	11.88	79.46	953.52
1E	IV	1.19945	87.13	9.10	11.88	107.11	1285.32
1F	I	0.85112	61.83	5.75	11.88	79.46	953.52
2A	VI	1.76859	128.48	11.94	11.88	152.33	1827.96
2C	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
2D	I	0.85112	61.83	5.75	11.88	79.46	953.52
2E	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
2F	V	1.61620	117.41	10.91	11.88	140.20	1682.40
3	VIII	1.43477	104.23	9.69	11.88	125.80	1509.60
4A	II	0.98796	71.77	6.67	11.88	90.32	1083.84
4B	II	0.98796	71.77	6.67	11.88	90.32	1083.84
4C	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
4D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
4E	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
4F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
5A	II	0.98796	71.77	6.67	11.88	90.32	1083.84
5B	IV	0.98796	71.77	6.67	11.88	90.32	1083.84
5C	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
5D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
5E	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
5F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
6A	VI	1.76859	128.48	11.94	11.88	152.33	1827.96
6C	I	0.85112	61.83	5.75	11.88	79.46	953.52
6D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
6E	I	0.85112	61.83	5.75	11.88	79.46	953.52
6F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
7A	IX	0.63964	46.47	4.32	11.88	62.67	752.04
7C	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
7D	I	0.85112	61.83	5.75	11.88	79.46	953.52
7E	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
7F	I	0.85112	61.83	5.75	11.88	79.46	953.52
8A	I	1.97488	143.46	13.34	11.88	168.68	2024.16
8C	VII	1.19945	87.13	8.10	11.88	107.11	1285.32
8D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
8E	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
8F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32

FALLSWOOD I CONDOMINIUM

UNIT NUMBER	MODEL NUMBER	% SHARE OF COMMON ELEMENTS	UNIT CONDO. FEE	MAINT. CORP. FEE	REC. FEE	MONTHLY TOTAL CONDO FEE	ANNUAL TOTAL CONDO. FEE
9	VIII	1.43477	104.23	9.69	11.88	125.80	1509.60
10	VIII	1.43477	104.23	9.69	11.88	125.80	1509.60
11A	IX	0.63964	46.47	4.32	11.88	62.67	752.04
11C	I	0.85112	61.83	5.75	11.88	79.46	953.52
11D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
11E	V	1.61620	117.41	10.91	11.88	140.20	1682.40
11F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
12A	VI	1.76859	128.48	11.94	11.88	152.33	1827.96
12C	I	0.85112	61.83	5.75	11.88	79.46	953.52
12D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
12E	I	0.85112	61.83	5.75	11.88	79.46	953.52
12F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
14A	IX	0.63964	46.47	4.32	11.88	62.67	752.04
14C	I	0.85112	61.83	5.75	11.88	79.46	953.52
14D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
14E	V	1.61620	117.41	10.91	11.88	140.20	1682.40
14F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
5A	IX	0.63964	46.47	4.32	11.88	62.67	752.04
15C	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
15D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
15E	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
15F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
16A	IX	0.63964	46.47	4.32	11.88	62.67	752.04
16C	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
16D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
16E	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
16F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
17A	IX	0.63964	46.47	4.32	11.88	62.67	752.04
17C	I	0.85112	61.83	5.75	11.88	79.46	953.52
17D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
17E	V	1.61620	117.41	10.91	11.88	140.20	1682.40
17F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
18A	IX	0.63964	46.47	4.32	11.88	62.67	752.04
18C	I	0.85112	61.83	5.75	11.88	79.46	953.52
18D	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
18E	V	1.61620	117.41	10.91	11.88	140.20	1682.40
18F	IV	1.19945	87.13	8.10	11.88	107.11	1285.32
20	VIII	1.43477	104.23	9.69	11.88	125.80	1509.60

FALLSWOOD I CONDOMINIUM

UNIT NUMBER	MODEL NUMBER	% SHARE OF COMMON ELEMENTS	UNIT CONDO. FEE	MAINT. CORP. FEE	REC. FEE	MONTHLY TOTAL CONDO. FEE	ANNUAL TOTAL CONDO. FEE
22A	IX	0.63974	46.47	4.32			
22C	IV	1.19945	87.13	8.10	11.88	62.67	752.04
22D	I	0.85112	61.83	5.75	11.88	107.11	1285.32
22E	IV	1.19945	87.13	8.10	11.88	79.46	953.52
22F	I	0.85112	61.83	5.75	11.88	107.11	1285.32
					11.88	79.46	953.52
P1		0.18868	13.71	1.27			
P2		0.20734	15.06	1.40		14.98	179.76
P3		0.24984	18.15	1.69		16.46	197.52
P4		0.23014	16.72	1.55		19.84	227.68
P5		0.18868	13.71	1.27		18.27	219.24
P6		0.20734	15.06	1.40		14.98	179.76
P7		0.24984	18.15	1.69		16.46	197.52
P8		0.38460	27.94	2.60		19.84	227.68
P9		0.18868	13.71	1.27		30.54	366.48
P10		0.20734	15.06	1.40		14.98	179.76
P11		0.24984	18.15	1.69		16.46	197.52
P12		0.23014	16.72	1.55		19.84	227.68
P13		0.23014	16.72	1.55		18.27	219.24
P14		0.24984	18.15	1.69		18.27	219.24
P15		0.20734	15.06	1.40		19.84	227.68
P16		0.18868	13.71	1.27		16.46	197.52
P17		0.18868	13.71	1.27		14.98	179.76
P18		0.20734	15.06	1.40		14.98	179.76
P19		0.24984	18.15	1.69		16.46	197.52
						19.84	227.68
P20		0.23014	16.72	1.55			
P21		0.23014	16.72	1.55		18.27	219.24
P22		0.24984	18.15	1.69		18.27	219.24
P23		0.20734	15.06	1.40		19.84	227.68
P24		0.18868	13.71	1.27		16.46	197.52
P25		0.38460	27.94	2.60		14.98	179.76
P26		0.24984	18.15	1.69		30.54	366.48
P27		0.20734	15.06	1.40		19.84	227.68
P28		0.18868	13.71	1.27		16.46	197.52
P29		0.23014	16.72	1.55		14.98	179.76
						18.27	219.24
P30		0.24984	18.15	1.69			
P31		0.20734	15.06	1.40		19.84	227.68
P32		0.18868	13.71	1.27		16.46	197.52
						14.98	179.76
		<u>100.00000</u>				<u>8,902.08</u>	

FALLSWOOD I CONDOMINIUM

*M. C.*

<u>Building Group No.</u>	<u>Unit No.</u>	<u>Model No.</u>	<u>*Unit Area (S.F.)</u>	<u>** % Share Common Elements</u>
C	1A	VI	1,706	1.76859
C	1C	IV	1,157	1.19945
C	1D	I	821	0.85112
C	1E	IV	1,157	1.19945
C	1F	I	821	0.35112
A	2A	VI	1,706	1.76859
A	2C	IV	1,157	1.19945
A	2D	I	821	0.85112
A	2E	IV	1,157	1.19945
A	2F	V	1,559	1.61620
C	3	VIII	1,384	1.43477
A	4A	II	953	0.98796
A	4B	II	953	0.98796
A	4C	IV	1,157	1.19945
A	4D	IV	1,157	1.19945
A	4E	IV	1,157	1.19945
A	4F	IV	1,157	1.19945
C	5A	II	953	0.98796
C	5B	II	953	0.98796
C	5C	IV	1,157	1.19945
C	5D	IV	1,157	1.19945
C	5E	IV	1,157	1.19945
C	5F	IV	1,157	1.19945
A	6A	VI	1,706	1.76859
A	6C	I	821	0.85112
A	6D	IV	1,157	1.19945
A	6E	I	821	0.85112
A	6F	IV	1,157	1.19945
D	7A	IX	617	0.63564
D	7C	IV	1,157	1.19945
D	7D	I	821	0.85112
D	7E	IV	1,157	1.19945
D	7F	I	821	0.85112
A	8A	VII	1,905	1.97488
A	8C	IV	1,157	1.19945
A	8D	IV	1,157	1.19945
A	8E	IV	1,157	1.19945
A	8F	IV	1,157	1.19945

\* The Unit Area does not include balconies, patios, terraces or decks.

\*\* % Share of Common Elements equals Number of Votes.

*Exhibit C*

FALLSWOOD I CONDOMINIUM

<u>Building Group No.</u>	<u>Unit No.</u>	<u>Model No.</u>	<u>*Unit Area (S.F.)</u>	<u>** % Share Common Elements</u>
D	9	VIII	1,384	1.43477
A	10	VIII	1,384	1.43477
D	11A	IX	617	0.63964
D	11C	I	821	0.85112
D	11D	IV	1,157	1.19945
D	11E	V	1,559	1.61620
D	11F	IV	1,157	1.19945
A	12A	VI	1,706	1.76859
A	12C	I	821	0.85112
A	12D	IV	1,157	1.19945
A	12E	I	821	0.85112
A	12F	IV	1,157	1.19945
B	14A	IX	617	0.63964
B	14C	I	821	0.85112
B	14D	IV	1,157	1.19945
B	14E	V	1,559	1.61620
B	14F	IV	1,157	1.19945
D	15A	IX	617	0.63964
D	15C	IV	1,157	1.19945
D	15D	IV	1,157	1.19945
D	15E	IV	1,157	1.19945
D	15F	IV	1,157	1.19945
B	16A	IX	617	0.63964
B	16C	IV	1,157	1.19945
B	16D	IV	1,157	1.19945
B	16E	IV	1,157	1.19945
B	16F	IV	1,157	1.19945
D	17A	IX	617	0.63964
D	17C	I	821	0.85112
D	17D	IV	1,157	1.19945
D	17E	V	1,559	1.61620
D	17F	IV	1,157	1.19945
B	18A	IX	617	0.63964
B	18C	I	821	0.85112
B	18D	IV	1,157	1.19945
B	18E	V	1,559	1.61620
B	18F	IV	1,157	1.19945
B	20	VIII	1,384	1.43477

\* The Unit Area does not include balconies, patios, terraces or decks.

\*\* % Share of Common Elements equals Number of Votes.

*Alphabetical*  
C

Building Group No.	Unit No.	Model No.	*Unit Area (S.F.)	**% Share Common Elements
B	22A	IX	617	0.63964
B	22C	IV	1,157	1.19945
B	22D	I	821	0.85112
B	22E	IV	1,157	1.19945
B	22F	I	821	0.85112
B	P1		182	0.18868
B	P2		200	0.20734
B	P3		241	0.24984
B	P4		222	0.23014
B	P5		182	0.18868
B	P6		200	0.20734
B	P7		241	0.24984
B	P8		371	0.38460
B	P9		182	0.18868
B	P10		200	0.20734
B	P11		241	0.24984
B	P12		222	0.23014
B	P13		222	0.23014
B	P14		241	0.24984
B	P15		200	0.20734
B	P16		182	0.18868
D	P17		182	0.18868
D	P18		200	0.20734
D	P19		241	0.24984
D	P20		222	0.23014
D	P21		222	0.23014
D	P22		241	0.24984
D	P23		200	0.20734
D	P24		182	0.18868
D	P25		371	0.38460
D	P26		241	0.24984
D	P27		200	0.20734
D	P28		182	0.18868
D	P29		222	0.23014
D	P30		241	0.24984
D	P31		200	0.20734
D	P32		182	0.18868
			<u>96,461</u>	<u>100.00000</u>

\* The Unit Area doe not include balconies, patios, terraces or decks.  
 \*\* % Share of Common Elements equals Number of Votes.

REC'D FOR RECORD MAR 15 1982 45  
 BALTO CITY LIBREC W M ... & RECEIVED IN THE LAND RECORDS OF

AMENDMENT TO BY-LAWS OF  
THE COUNCIL OF UNIT OWNERS OF  
FALLSWOOD I CONDOMINIUM, INC.

THIS AMENDMENT TO BY-LAWS OF THE COUNCIL OF UNIT OWNERS OF FALLSWOOD I CONDOMINIUM, INC. is made this 2nd day of April, 2003, by THE COUNCIL OF UNIT OWNERS OF FALLSWOOD I CONDOMINIUM, INC. (the "Council").

WHEREAS, By-Laws governing the Condominium were recorded among the Land Records of Baltimore City, Maryland, in Liber 4165, Page 60, et seq.; and

WHEREAS the Council, on the 20th day of March, 2003, by the requisite vote of the Unit Owners, resolved to and did amend the By-Laws of the Condominium, as set forth below.

NOW, THEREFORE, WITNESSETH,

THAT THE AFOREMENTIONED BY-LAWS be and they hereby are amended, as follows:

A. That Article VII, Section 7.2 is deleted in its entirety, and the following provision is enacted in lieu thereof:

SECTION 7.2. Master Policies of Insurance. The Council shall obtain master policies of insurance which shall provide for the proceeds thereunder to be paid to the Council and to be held by the Council for disposition in accordance with the provisions of these By-Laws. Under such master policies, the certificates of insurance shall be issued which indicate on their face that they are a part of such master policies, and that such master policies cover the Common Elements. A certificate of insurance with proper mortgagee endorsements to such policy shall be issued to the Council, each Unit Owner, and each Mortgagee. Such certificate shall show the blanket amount of insurance covering the undivided percentage interest as held by all Unit Owners. Except as set forth in Section 7.2.1 hereof, such master policies and certificates shall, to the extent obtainable by the Council using its best efforts, contain a provision that the insurer shall not be entitled to contribution from the issuer of any insurance which may be purchased by any Unit Owner and/or any member of the Unit Owner's household in accordance with the provisions of Section 7.4; a provision that any act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Council of Unit Owners, will not void the policy and is not a condition to recovery under the policy; and a provision that if at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property, this policy is to be the primary insurance and not contributing with other insurance. The originals of such master policies shall be deposited with the Council and a memorandum thereof shall be deposited with each first Mortgagee who requests it. The Council shall pay the premiums for such insurance by not later than thirty (30) days prior to the expiration of the term of each such policy, and shall notify each Mortgagee who requests such notification of such payment within ten (10) days after having made the same.

4778-E

(B) That Article VII, Section 7 is amended by enactment of the following new Subsection 7.2.1.

(a) If the cause of any damage to or destruction of any portion of the Condominium or any Unit originates from the Common Elements, any deductible mandated under property insurance policies maintained by the Council under this Article VII shall be considered a common expense.

(b) If the cause of any damage to or destruction of any portion of the Condominium or any Unit originates from an individual Unit, the Owner of that Unit shall be responsible for payment of any deductible mandated under the property insurance policies maintained by the Council under this Article VII, not to exceed \$1,000.00 or the maximum amount permitted by the provisions of the Maryland Condominium Act. Any portion of the deductible exceeding said maximum amount shall be considered a common expense of the Council.

(c) Any insurance deductible or portion thereof which is the responsibility of a Unit Owner to pay under the provisions of this Subsection 7.2.1 shall be considered an annual assessment against said Unit and Unit Owner and may be collected in the same manner as annual assessments under the provisions of the Declaration, By-Laws and Maryland Condominium Act.

(C) That Article VII, Section 7.4.1 is deleted in its entirety and the following provision is enacted in lieu thereof:

SECTION 7.4. Insurance to be Maintained by Unit Owners.

7.4.1 Coverage. Each Unit Owner may obtain insurance at his own expense affording coverage against (a) damage to or destruction of his Unit or any of his personal property which is located anywhere upon the land or within the improvements which constitute the Condominium; (b) personal liability incurred by such Unit Owner and arising out of the use of such Unit Owner's Unit by any person, but each policy which affords such coverage shall contain (as to the Council) the same waiver of subrogation by the insurer as that referred to in the provisions of Section 7.2., and subject to the provisions of Section 7.2.1, either shall provide that the insurer shall have no right of contribution against any casualty insurance affording coverage against such risk held by the Council pursuant to the provisions hereof (notwithstanding that such Unit Owner may be an insured thereunder) or shall be written by the same carrier as that of such insurance held by the Council; and (c) excess liability insurance for activities and decisions of the Council.

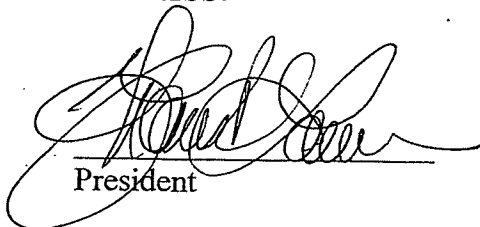
IN WITNESS WHEREOF, the Secretary of the Board of Directors of the Council certifies that he/she as the Officer designated in the aforementioned By-Laws to count the votes at a meeting of the Council and that the foregoing By-Law Amendment was approved by unit owners having the required percentage of the votes of the Council.

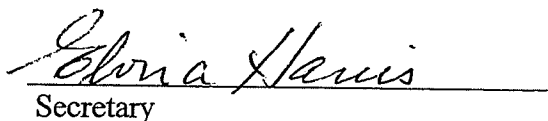




WITNESS:

THE COUNCIL OF UNIT OWNERS OF FALLSWOOD I CONDOMINIUM, INC.

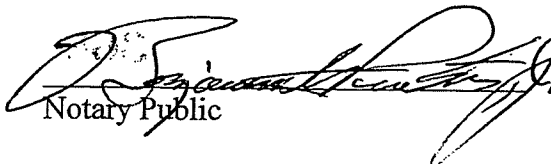
  
President

  
Secretary

STATE OF MARYLAND}, City OF Baltimore to wit:

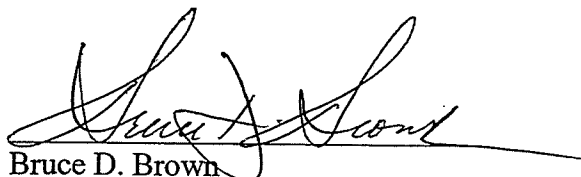
I HEREBY CERTIFY, that on this 2nd day of April, 2003, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Elvira Harris, who acknowledged that he/she is the Secretary of the Board of Directors of The Council of Unit Owners of Fallswood I Condominium, Inc. and that he/she, as Secretary, being authorized so to do, executed the foregoing instrument herein contained by signing for the Condominium by himself/herself as Secretary.

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

  
Notary Public

My Commission Expires: June 1, 2003

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

  
Bruce D. Brown

00821.001\AmendByLaws.33103

RETURN TO: Bruce D. Brown, Esquire  
Siskind, Grady, Rosen, Hoover & Levin  
1100 Mercantile Bank & Trust Building  
2 Hopkins Plaza  
Baltimore, MD 21201





MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

A 124733-8202744

YOU ARE ADVISED THAT THE

ARTICLES OF INCORPORATION

OF

THE COUNCIL OF UNIT OWNERS OF  
FALLSWOOD I CONDOMINIUM, INC.

HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND  
TAXATION THIS 5th DAY OF

April, 1982, at 3:33 PM

AND WILL BE RECORDED.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

BY: \_\_\_\_\_

301 West Preston Street, Baltimore, Maryland 21201/Phone:



STATE OF MARYLAND

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
301 WEST PRESTON STREET  
BALTIMORE 21201

THIS IS TO CERTIFY THAT the within instrument is a true copy of the

ARTICLES OF INCORPORATION

OF

THE COUNCIL OF UNIT OWNERS OF  
FALLSWOOD I CONDOMINIUM, INC.

as approved and received for record by the State Department of Assessments  
and Taxation of Maryland, April 5, 1982

at 3:33 o'clock PM

AS WITNESS my hand and official Seal of the said Department at  
Baltimore this 21st day of April, 1982.

A handwritten signature in cursive script, appearing to read "P.B. Anderson".

Paul B. Anderson  
Charter Specialist

ARTICLES OF INCORPORATION

THESE ARTICLES OF INCORPORATION, Made this 10th day of March, 1982, by Robert R. Kern, Jr., a resident of Maryland, having an address at 1100 One Charles Center, Baltimore, Maryland 21201.

W I T N E S S E T H:

THAT, WHEREAS, pursuant to the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland, as amended (hereinafter referred to as the "Horizontal Property Act"), and by a Declaration dated March 10, 1982, and recorded among the Land Records of Baltimore City, Maryland, in Liber CWM.Jr, No. 4165, at folio 35, et seq. (hereinafter referred to as the "Declaration"), Village Properties of Cross Keys, Inc., a Maryland Corporation has subjected to a condominium regime all of that tract of land, situate and lying in Baltimore City, which is described therein, together with the improvements thereon and the appurtenances thereto, thereby creating a condominium with respect to the same which is known as "Fallswood I Condominium" (hereinafter referred to as the "Condominium"), all as is more particularly set forth in the provisions of the Declaration; and

WHEREAS, under the provisions of the Declaration, the affairs of the Condominium are to be governed in accordance with By-Laws (hereinafter and in the Declaration referred to as the "By-Laws"), the initial form of which has been designated as an exhibit to the Declaration and has been recorded among the said Land Records immediately following the recordation thereamong of the Declaration; and

...under the provisions of the Declaration, the affairs of the Condominium are to be governed by an entity which is to constitute both a council of unit owners, organized and existing under the provisions of the Horizontal Property Act, and a nonstock corporation, organized and existing under the laws of Maryland; and

WHEREAS, the undersigned, by these Articles of Incorporation, intends to incorporate such entity;

NOW, THEREFORE, the undersigned, being at least eighteen (18) years of age, does hereby form a nonstock corporation under the general laws of the State of Maryland, upon the terms and subject to the conditions which are hereinafter set forth:

Article 1. Name. The name of the corporation (hereinafter referred to as the "Council") is and shall be:

THE COUNCIL OF UNIT OWNERS OF  
FALLSWOOD I CONDOMINIUM, INC.

Article 2. Purposes and Powers.

(a) the purposes for which the Council is formed, and the powers which it shall have, are the following:

(i) to provide for the acquisition, construction, management, maintenance and care of the Council's property and of the property which is referred to as the "Common Elements" in the provisions of the Declaration;

(ii) to do and perform any and all acts and things which a council of unit owners organized and existing under the provisions of the Horizontal Property Act (as from time to time amended) is or may be empowered to do, without limitation or restriction of any kind;

(iii) to do and perform any and all acts and things which a nonstock corporation organized and existing

under the general laws of the State of Maryland is or may be empowered to do, without limitation or restriction of any kind (including, by way of example rather than of limitation, any and all acts and things which such a corporation is or may be empowered to do under the provisions of Title 2, Section 2-103, and Title 5, Section 5-202 of the Corporations and Associations Article of the Annotated Code of Maryland (1975 edition), as from time to time amended; and

(iv) to do and perform any and all acts and things which the Council is authorized or empowered to do by the provisions of the Declaration, the By-Laws or the Condominium Plat (as that term is defined by the provisions of the Declaration) as from time to time amended.

(b) Anything contained in the foregoing provisions of this Article to the contrary notwithstanding, nothing in such provisions shall be deemed to empower the Council to take any action, or to permit the Council not to take any action, if any to the extent that its taking or failure to take such action is not permitted by the provisions of the Horizontal Property Act, the Declaration, the By-Laws or the Condominium Plat.

Article 3. Principal Office and Resident Agent.

(a) The post office address of the principal office of the Council in Maryland is c/o Columbia Residential Management, Inc., 9050 Red Branch Road, Suite K, Columbia, Maryland 21045.

(b) (i) The name and post office address of the resident agent of the Council in Maryland is Mark K. Joseph, 1100 One Charles Center, Baltimore, Maryland 21201.

(ii) Such resident agent is a citizen of the State of Maryland who actually resides therein.



(a) The Council is not authorized or empowered to issue capital stock of any type or class.

(b) Nothing in the foregoing provisions of this Article shall be deemed in any manner to alter or impair any right or power which the Council may have from time to time to issue such bonds, notes and other evidence of secured or unsecured indebtedness, in such amounts, for such consideration, upon such terms and subject to such conditions as the Council may determine.

Article 5. Membership. The membership of the Council shall consist of and be limited to all of the Unit Owners, as that term is defined by the provisions of the Declaration.

Article 6. Directors.

(a) The number of directors which the Council shall have shall not be less than three (3), nor more than seven (7). The initial Board of Directors shall consist of three (3) directors.

(b) The names of the directors who shall act until the first annual meeting of the membership of the Council, and until their successors are elected and qualified are:

Earl Glover  
J. Michael Flad  
Gerald Ryan

(c) The board of directors of the Council shall exercise all of the powers of the Council, except for those, if any, which are conferred upon or reserved to the members of the Council by law, or by the provisions of these Articles of Incorporation, the Declaration, the By-Laws or the Condominium Plat, as from time to time amended.

Article 7. Perpetual Existence. The existence of the Council shall be perpetual, subject to the right of the Unit Owners to terminate the Condominium regime as provided in Section 123 of the Horizontal Property Act.

Article 8. Voting Rights.

(a) The voting rights of each member of the Council are as set forth in the provisions of the Declaration and the By-Laws, as from time to time amended.

(b) Except in those circumstances, if any, in which the giving of a proxy by a member of the Council is expressly permitted by the provisions of the Declaration or the By-Laws (in which circumstances such member shall be entitled to vote by such proxy), no member of the Council may vote by proxy.

Article 9. Amendment of Articles of Incorporation.

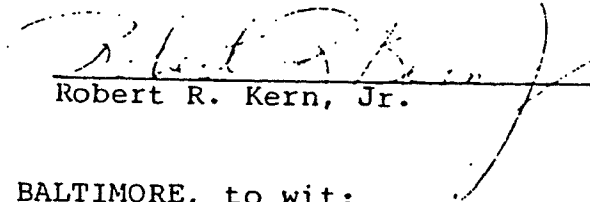
(a) These Articles of Incorporation may be amended in and only in the same manner as that set forth in the provisions of Section 2-604 of the Corporations and Associations Article of the Annotated Code of Maryland (1975 edition, as amended) for stock corporations, with each member of the Council having the rights thereunder held by a stockholder of a stock corporation.

(b) Without limiting the generality of the foregoing provisions of this Article, no amendment of these Articles of Incorporation shall be effective unless approved by the membership of the Council by the affirmative vote or consent of Unit Owners holding three-fourths (3/4) of all of the votes entitled to be cast thereon.

Article 10. Dissolution of the Association. The Council may be voluntarily dissolved only in accordance with the provisions of the Horizontal Property Act and of Section 5-208

INCORPORATIONS AND ASSOCIATIONS ARTICLE OF the Annotated Code of Maryland (1975 edition, as amended), except that such dissolution must have been approved by all of those persons whose consent is, under the provisions of Section 11-123 of the Horizontal Property Act, a condition to the termination of the said condominium regime for the Condominium.


IN WITNESS WHEREOF, the undersigned hereby executes and enseals these Articles of Incorporation and acknowledges them to be his Act, the day and year first-above written.

 (SEAL)  
Robert R. Kern, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

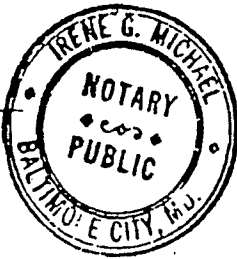
I HEREBY CERTIFY, that on this 10th day of March, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared ROBERT R. KERN, JR., and acknowledged the foregoing Articles of Incorporation to be his act.

AS WITNESS my and and Notarial Seal.

  
Notary Public

My Commission Expires:

July 1, 1983



**RULES AND REGULATIONS  
FOR OWNERS, RESIDENTS AND TENANTS  
OF FALLSWOOD I CONDOMINIUM**

1. **SIGNS**: Resident will not display any signs on the leased premises.
2. **GARBAGE AND TRASH**: Garbage and trash must be placed in containers approved by Management and placed where directed by Management and no trash or trashcans or garbage receptacles shall be permitted on patios, balconies, garages or entrances at any time.
3. **MOVING**: Moving of furniture is permitted to and from the premises between the hours of 8:00 a.m. and 4:00 p.m. daily except Sundays and holidays. Any packing cases, barrels, or boxes, which are used in moving, must be removed by Resident or the moving company.
4. **APPLIANCES**: Resident shall not install water-using appliances of any kind within the premises without the Management's consent. Window air conditioning units are expressly prohibited.
5. **ENTRANCES, FRONT WALKS AND LAWNS**: Sidewalks, driveways, walkways, public lawns, entrances, hallways, stairways, fire escapes, and other public areas shall not be damaged, obstructed, or used for any purpose other than ingress and egress to and from the premises. Leaving toys, baby carriages, bicycles, sleds, etc., in any of the aforesaid areas is prohibited and Management reserves the right to impound any article left in or on these areas. The hanging or placing of clothes or laundry in public areas in or about the building, including windowsills and doors is expressly prohibited.
6. **FLOORS**: In order to eliminate any noise caused or occasioned by walking on the floors of the premises, you should install carpeting or room-size rugs throughout the premises except in kitchens and bathrooms.
7. **ANTENNAS**: Radio or television aerials shall not be placed or erected on the roof or exterior of the building. Amateur radio transmission is prohibited within the development.
8. **PARKING**: Resident agrees to abide by parking regulations which may be established from time to time by Management and the Condominium Association.
9. **CAR REPAIRS**: Residents may not use premises to repair cars, or other motor vehicles, except in case of emergency.
- 10: **PETS**: Residents may keep a reasonable number of pets in their dwelling unit as long as pets do not produce noises or odors offensive to other residents. Pets outside the buildings must be on a leash and walked only in areas designated for pets.\*  
**DOGS**: All renters are prohibited from having dogs. Existing renters with dogs are allowed to keep their dogs, but in the event of the death of the pet, no replacement is allowed. It is the

owner's responsibility to enforce this rule. This restriction must be included in any Lease Agreement between the owner and the renter.

11. **STORAGE**: No lighted candle or lamp shall be taken into the storage area. No goods or material of any kind or description that are combustible, or would increase the fire risk, shall be stored therein. No firewood may be stored in the storage area. Anything stored in such storage room is to be stored only at Resident's risk and Management will not be responsible for loss or damage by fire, theft or otherwise.
12. **WINDOWS AND BALCONIES**: Resident shall not hang from or place in any window or balcony any laundry or other items which present an unsightly appearance; nor will Resident erect or permit any awning or other projection on or from any window or balcony, without Management's consent. Barbeque grills are not permitted on the balconies or terraces.\* \* Bird or animal feeders are not permitted on balconies and residents may not throw, or sweep items off of balconies.
13. **ROOF**: Resident is not permitted to go on the roof of any building at any time.
14. **PEST CONTROL**: Pest control for pests other than moths, fleas and in some instances termites will be provided at no cost to Resident by the Association. Resident agrees to notify the management when pest control is required.
15. Residents may not paint or otherwise alter the exterior of the buildings or the storage rooms for any purpose without the express permission of the Fallswood I Board of Directors. Requests should be first sent to the Building Committee for review and recommendation.
16. These rules and regulations and any others promulgated from time to time are binding upon all residents whether owners or tenants and a copy of these rules and regulations are to form a part of all leases between owners and their tenants.
17. **MOVE-IN FEES**: Effective immediately, there will be a non-refundable fee of \$100.00 for all move-ins. This will offset costs of repairs from damages to walls and landings that occur. It is the current owner's responsibility to notify the Managing Agent at least 10 days prior to the event. It is the unit owner's/renter's responsibility to ensure all debris is removed from the common elements following move-ins. This includes, but is not limited to, proper disposal of boxes, which must be broken down. Fees should be made payable to Fallswood I Condominium.

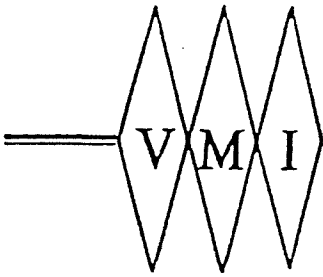
\*Baltimore City ordinances prohibit unleashed animals outside dwelling units.

\*\*Ordinances also prohibit open flames on balconies and terraces, or even near a dwelling unit.

Proposed by the Building Committee and adopted by the Board of Directors, 1986.

No. 10 – 2<sup>nd</sup> paragraph - Adopted 10 13 04

No. 17 – Adopted 10 13 04



# VILLAGE MANAGEMENT, INC.

In the Business of Property Management Since 1984

Corporate Offices Located in The Village of Cross Keys

June 28, 2010

All Owners – Balcony Units  
Fallswood I Condominium  
Baltimore, Maryland 21210

**RE: Balcony Weight Limits**

Dear Balcony Unit Owner(s):

You are being sent this letter because your unit contains a balcony. As you may be aware, Fallswood I Condominium is almost fifty years old as are the balconies. Over the years, load-bearing sections of the balconies have been repaired or replaced as needed. In addition, the building codes in Baltimore City have also changed over the years.

For the safety of all residents, the Board of Directors retained the services of a Professional Engineer in order to ascertain the present safe load limits of the balconies. A copy of his report is attached. As you can see, his analysis recommends a load limit of no more than 1800 pounds.

In an effort to enforce this limit and to protect the community, signs will be affixed to all balconies stating this maximum capacity. A notice will be posted on the community mailboxes when this project will take place. In order to make the process easier, we ask that you unlock your egress tower doors on that day. If you are an absentee owner, please inform your tenant(s).

If you have any questions, please call Village Management, Inc. at 410.323.1778. Thank you for your cooperation.

Sincerely,

George Bereska, CMCA®, AMST™  
Property Manager  
Fallswood I Condominium

P.O. BOX 20921  
BALTIMORE, MARYLAND 21209  
BALTO. METRO AREA: 410-323-1778  
TOLL FREE: 1-800-445-1182  
FAX: 410-323-9232  
[www.villagemanagement.net](http://www.villagemanagement.net)

**AAMC**  
ACCREDITED ASSOCIATION  
MANAGEMENT COMPANY

# Adams - Mirza Engineering, Inc.

1308 South Baylis Street, Baltimore, MD 21224 Phone 410.563.4131 Fax 410.563.4145

January 26, 2010

The Village of Cross Keys  
in care of Village Management  
Baltimore, Maryland 21210  
Attn: Mr. George Bereska

**RE: Fallswood I**  
**#1 - #22 Cross Keys Road**

**AME#: 09132**

Dear Mr. Bereska,

At your request we have reviewed the repairs to the balcony framing at the above referenced project.

The balconies are 6 ft. wide by 12 ft. long. The floor joists are 2 x 8 wood members spaced 16" on center and are supported by a nominal 6" x 8" wood beam at each end of the balcony. The beams cantilever out past the exterior wall 6 ft. and continue back into the building approximately 15 ft. The ends of some of these beams have deteriorated and were repaired by adding a treated 2 x 8 wood member to each side of the beam. The amount of deterioration varies from 12" to 36".


We have analyzed the existing framing and the repaired framing to try to determine whether or not it has the ability to support a live load of 60 psf as required by the Baltimore City Building Code and dead load of 10 psf. For our analysis we have used a bending stress of 1200 psi for the floor members and 850 psi for the beams. These stresses were reduced by 15% for treatment.

Our analysis indicates that the original framing does not have the capacity to support the above loads. We recommend a loading of not more than 1800 lbs (approximately 25 psf) for the balconies. Our analysis indicates that both the existing members and the repaired members have the capacity to support the 1800 lbs.

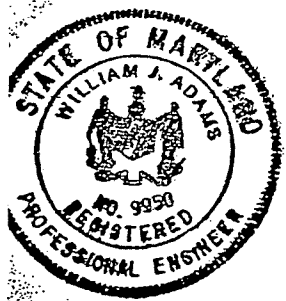
If you have any questions please do not hesitate to contact our office.

Very truly yours,

Adams - Mirza Engineering, Inc.



William J. Adams, P.E.



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No. 9950, Expiration Date: 7-14-10

DEED OF DECLARATION AND AGREEMENT

THIS DEED OF DECLARATION AND AGREEMENT, made as of the 25<sup>th</sup> day of September, 1970, by THE VILLAGE OF CROSS KEYS, INCORPORATED, a Maryland corporation (formerly known as Community Research and Development Apartments, Inc.), EQUITABLE LIFE INSURANCE COMPANY OF IOWA, an Iowa corporation, PHOENIX MUTUAL LIFE INSURANCE COMPANY, a Connecticut corporation and KASP REALTY COMPANY, INC., a Delaware corporation, hereinafter collectively referred to as "Declarants". CONNECTICUT GENERAL LIFE INSURANCE COMPANY, KING UPTON and CHARLES T. ALBERT Trustees, TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, WALTER MAHLSTEDT and FRANCIS P. GUNNING, Trustees, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE OF ITS COMMINGLED PENSION TRUST FUND (MORTGAGE-REAL PROPERTY) UNDER DECLARATION OF TRUST DATED DECEMBER 9, 1960, AS AMENDED, NORWOOD ORRICK and RUSSELL R. RENO, JR., Trustees, STATE FARM LIFE INSURANCE COMPANY, and LAWRENCE P. NAYLOR, III, and CHURCHILL G. CAREY, Trustees, and JOHN W. STEELE, III and LAWRENCE P. NAYLOR, III Trustees and THOMAS A. GARLAND and JOSEPH V. GARTLAN, JR., Trustees join in this Deed of Declaration and Agreement for the limited purposes set forth hereafter.

W I T N E S S E T H:

WHEREAS, EQUITABLE LIFE INSURANCE COMPANY OF IOWA is the owner in fee simple of a certain parcel of real property located on the west side of Falls Road south of Belvedere Avenue City of Baltimore. and more specifically described in a deed



*lot 1-S*  
dated May 10, 1967, by and between The Village of Cross Keys, Incorporated and Equitable Life Insurance Company of Iowa, and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2219, folio 255, The Village of Cross Keys, Incorporated having reserved in said deed a leasehold estate for a term of 26 years commencing May 10, 1967 with an option to extend said term; and

*lot 1-R*  
WHEREAS, PHOENIX MUTUAL LIFE INSURANCE COMPANY is the owner in fee simple of a certain parcel of real property located on the west side of Falls Road south of Belvedere Avenue, City of Baltimore and more specifically described in a deed dated as of June 22, 1967, by and between The Village of Cross Keys, Incorporated and Phoenix Mutual Life Insurance Company and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2236, folio 427, The Village of Cross Keys, Incorporated having reserved in said deed a leasehold estate for a term of 99 years in said real property and commencing June 22, 1967; and

*lot 1-E*  
WHEREAS, KASP REALTY COMPANY, INC. is the owner in fee simple of a certain parcel of real property located on the west side of Falls Road south of Belvedere Avenue, City of Baltimore and more specifically described in a deed dated as of December 30, 1969, by and between The Village of Cross Keys Incorporated and Kasp Realty Company, Inc. and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 2597, folio 531, The Village of Cross Keys, Incorporated having

reserved in said deed a leasehold estate for a term of 25 years in said real property commencing December 30, 1969, with an option to extend said term; and

WHEREAS, THE VILLAGE OF CROSS KEYS, INCORPORATED is the owner in fee simple of a certain parcel of real property located on the west side of Falls Road, south of Belvedere Avenue, City of Baltimore, State of Maryland, and more specifically described in a deed dated December 13, 1961, by and between Baltimore Country Club of Baltimore City and Community Research and Development Apartments, Inc. (former corporate name of The Village of Cross Keys, Incorporated), and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1197, folio 65; a deed dated August 28, 1962, by and between Baltimore Country Club of Baltimore City and Community Research and Development Apartments, Inc., (former corporate name of The Village of Cross Keys, Incorporated), and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1343, folio 169; and a deed dated March 29, 1967, by and between the Mayor and City Council of Baltimore and The Village of Cross Keys, Incorporated, and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2202, page 571; and

WHEREAS, the four hereinabove described parcels of real property are contiguous and contain approximately 07.9785 acres, more or less, (said parcels being hereinafter collectively referred to as "Cross Keys Tract") and shown on a plat attached hereto as Exhibit A, and by the reference incorporated herein; and

WHEREAS, portions of the Cross Keys Tract are subject

to:

- (i) a Deed of Trust to King Upton and Charles T. Albert, Trustees, recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1582, folio 4, and a Supplemental Deed of Trust to King Upton and Charles T. <sup>Rel'd</sup> Albert, Trustees, recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1728, folio 407, both securing a Deed of Trust Note payable to The First National Bank of Boston, and, by assignment, now owned by Connecticut General Life Insurance Company, (said Deed of Trust covers "Lot 1-A" as shown on Exhibit A attached hereto);
- (ii) a Deed of Trust to Walter Mahlstedt and Francis P. Gunning, Trustees, recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1965, folio 71, securing a Deed of Trust Note payable to Teachers Insurance and Annuity Association of <sup>Rel'd</sup> America, (said Deed of Trust covers "Lot 2-A" as shown on Exhibit A attached hereto);
- (iii) a Deed of Trust to Gough T. Bolton and Melvin W. Harrison, Trustees, recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2017, folio 69, a Supplemental Deed of Trust to Gough T. Bolton and Melvin W. Harrison, Trustees, recorded among the

Land Records of Baltimore City in Liber J.F.C. No. 2137, folio 88, a Modification Agreement recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2137, folio 101, a Consolidation, Spreading and Modification Agreement recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2137, folio 103, as amended by Spreading Agreement and Modification and Supplement to Consolidation, Spreading and Modification Agreement recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2167, folio 397, all securing a Deed of Trust Note payable to The Equitable Trust Company, and by assignment, now owned by Teachers Insurance and Annuity Association of America, (said Deed of Trust covers a portion of "Lot 1-Q" as shown on Exhibit A attached hereto), which Deed of Trust was further consolidated, spread and modified by a certain Consolidation, Spreading and Modification Agreement, dated September 24, 1970, and recorded among the Land Records of Baltimore City, Maryland, simultaneously with but chronologically prior to this Agreement, and by the terms of which said Deed of Trust has been consolidated with the Deed of Trust described in Subparagraph (iv) hereafter and spread to cover all of Lot 1-Q;

(iv) a Deed of Trust to Gough T. Bolton and Melvin W. Harrison, Trustees, recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2017, folio 87, as modified by Modification Agreement recorded among the aforesaid Land Records in Liber J.F.C. No. 2137, folio 101, and further modified by Supplemental Deed of Trust recorded among aforesaid Land Records in Liber J.F.C. No. 2241, folio 310, all securing a Deed of Trust Note payable to The Equitable Trust Company, and by assignment, now owned by Teachers Insurance and Annuity Association of America (said Deed of Trust, as modified and amended, covers a portion of "Lot 1-Q" as shown on Exhibit A attached hereto; said Deed of Trust having been further amended by Supplemental Deed of Trust dated as of September 24, 1970, and recorded among the aforesaid Land Records simultaneously with but chronologically prior to this Agreement; which said Deed of Trust was consolidated, spread and modified by that certain Consolidation, Spreading and Modification Agreement dated September 24, 1970 [as heretofore described in Subparagraph (iii)] and recorded among the aforesaid Land Records simultaneously with but chronologically prior to this Agreement, and by the terms of which said Deed of Trust has been consolidated with the Deeds of Trust described in Subparagraph (iii) hereinabove and spread to cover all of Lot 1-Q;

- (v) a Deed of Trust to Lawrence P. Naylor, III, and Churchill G. Carcy, Trustees, recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2143, folio 381, securing a Deed of Trust Note payable to James W. Rouse & Company, Incorporated, and by assignment, now owned by State Farm Life Insurance Company, (said Deed of Trust covers "Lot 1-T" as shown on Exhibit A attached hereto);
- (vi) a Deed of Trust to Thomas A. Garland and Joseph V. Gartlan, Jr., Trustees, recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2219, folio 286, securing a Deed of Trust Note payable to The First National Bank of Boston, and by assignment now owned by Equitable Life Insurance Company of Iowa, (said Deed of Trust covers "Lot 1-S" as shown on Exhibit A attached hereto);
- (vii) a Deed of Trust to Lawrence P. Naylor, III, and John W. Steele, III, Substitute Trustees in lieu of Gough T. Bolton and Melvin W. Harrison, Trustees, and a Deed of Appointment of Substitute Trustees recorded among the Land Records of Baltimore City in Liber J.F.C. 2353, folio 583, said Deed of Trust recorded among the Land Records of Baltimore City in Liber J.F.C. 2236, folio 458, securing a Deed of Trust Note payable to The Equitable Trust Company and by assignment now owned by Phoenix Mutual Life Insurance Company, (said Deed of Trust covers "Lot 1-R" as shown on Exhibit A attached hereto);

(viii) a Deed of Trust to Norwood B. Orrick and Russell R. Reno, Jr., Trustees, recorded among the Land Records of Baltimore City in Liber D.H.B. No. 2393, folio 554, as supplemented, modified and amended by Supplemental Deed of Trust and Agreement recorded among the Land Records of Baltimore City in Liber R.H.B. No. 2597, folio 578, both securing a Deed of Trust Note payable to The First National Bank of Boston, and, by assignment, now owned by Morgan Guaranty Trust Company of New York, As Trustee Of Its Commingled Pension Trust Fund (Mortgage-Real Property) Under Declaration of Trust Dated December 9, 1960, As Amended, (said Deed of Trust covers "Lot 1-E" as shown on Exhibit A attached hereto); and

WHEREAS, for the purposes of development and financing, Declarants have divided the Cross Keys Tract into several parcels of land, each individual parcel being hereafter referred to as a "Lot". Such Lots are more specifically described on the plat attached hereto as Exhibit A and in a document known as the "Amended Subdivision Plat of Village of Cross Keys," dated July 31, 1963, the latest revision of which is dated March 4, 1970, and recorded among the Land Records of Baltimore City in Pocket Folder RHB2308, on April 30, 1970; and

WHEREAS, Declarants have improved portions of the Cross Keys Tract and propose to improve the remaining portions of the Cross Keys Tract by constructing multi-story apartment buildings, garden apartments, townhouse apartments, recreation facilities, a gate house, certain commercial areas including a hotel as well as the roads, utilities and accessories necessary for the functioning and continuing operation of the existing and proposed development; and

WHEREAS, Declarants have made and will continue to make the aforesaid improvements under a general plan or scheme, and, as part of such general plan or scheme desires hereby to establish and create certain rights and obligations regarding the operation, maintenance and use of certain of the improvements.

NOW, THEREFORE, Declarants, as owners of the Cross Keys Tract, for themselves, their successors and assigns, declare as follows:

- 1.A. As used herein, the term "Common Facilities" shall refer to and include:
- (1) Roads, street lights, street name signs, and traffic control signs;
  - (2) Water mains;
  - (3) Sanitary sewer mains;
  - (4) Storm sewer mains;



- (5) The "Gate House" and its accompanying facilities presently located on Lot 1-D as shown on Exhibit A, and all other gates and/or exits for vehicular and/or pedestrian traffic from the Cross Keys Tract;
- (6) Walkways throughout the Cross Keys Tract for pedestrian traffic;
- (7) Such other items as the Declarants may from time to time designate as "Common Facilities"; said other items to be included within this paragraph by means of an Amendment to this Deed of Declaration and Agreement, agreed to by each Lot Owner and recorded among the Land Records of the City of Baltimore, Maryland

B. As used herein, the term "Recreational Facilities" shall refer to and include:

- (1) Two (2) or more recreational clubs to contain any or all of the following: facilities for swimming, sunbathing, tennis, locker rooms and light refreshments; one of said recreational clubs having already been constructed on Lot 1-C, and another already constructed on Lot 1-P as identified on Exhibit A, provided this provision shall not include those facilities exist;

on Lot 1-T as shown on the aforesaid subdivision plat, said facilities known as the "Tennis Barn".

- (2) Such other items as the Declarants may from time to time designate as "Recreation Facilities"; said other items to be included within this paragraph by means of an Amendment to this Deed of Declaration and Agreement, agreed to thereon by each Lot Owner and recorded among the Land Records of the City of Baltimore, Maryland.
- C. As used herein, the term "Lot Owner" shall refer to and include the person, corporation or other entity in which is vested a fee simple estate in any Lot within the Cross Keys Tract.
- D. As used herein, the term "Apartment Unit" shall refer to and include a room or set of rooms equipped with housekeeping facilities and used as a place of residence.
- E. As used herein, the term "Hotel" shall refer to an establishment that provides lodging, meals, entertainment and personal services to the public, and the term "Hotel Unit" shall refer to those individual rooms used for temporary lodging by the public.

2. This Deed of Declaration and Agreement shall not impose upon Declarants any obligation to initially construct any facilities, nor shall this Deed of Declaration and Agreement relieve Declarants of any obligations of construction imposed upon it by any other agreement, commitment, contract or other undertaking.

3. All Common Facilities and Recreational Facilities, as they may exist from time to time, will be maintained and operated by Declarants in a reasonable and proper manner. Declarants reserve the right for themselves, their successors and assigns, and upon advice of counsel, to temporarily close any road, roadway, walk or walkway for a period of time to avoid the granting by prescription or by-law of any absolute rights in said roads, roadways, walks, or walkways for any person, provided, that the time and length of such temporary closings shall be coordinated among the Declarants so as to cause the least possible interference to the continuous use of the Common Facilities and Recreational Facilities, and that alternate methods of ingress and egress shall be available during such temporary closing to each Lot in the Cross Keys Tract.

4. The Village of Cross Keys, Incorporated, covenants and agrees that until such time as a "Maintenance Corporation" is formed as provided for in Section 8 hereof, The Village of Cross Keys, Incorporated shall maintain all Common Facilities and Recreational Facilities in the Cross Keys Tract at the sole cost and expense of The Village of Cross Keys, Incorporated and shall maintain records of operation and maintenance costs, and income and expense. If and when said Maintenance Corporation is formed, then each Lot Owner shall pay or cause to be paid their proportionate share of the costs and

expenses of the operation and maintenance of the Common Facilities and Recreational Facilities. The proportionate share of such expenses attributable to each Lot shall be determined as follows:

- (a) Common Facilities - the proportionate share of such expenses attributable to each Lot shall be in the same proportion as the amount of assessed valuation of such Lot bears to the total aggregate amount of assessed valuation of the entire Cross Keys Tract, said assessments to be determined by the appropriate assessing official of Baltimore City.
- (b) Recreational Facilities - the proportionate share of such expenses attributable to each Lot shall be in the same proportion as the number of Apartment Units and/or Hotel Units of such Lot bears to the total aggregate number of Apartment Units and/or Hotel Units on the entire Cross Keys Tract, it being understood and agreed that for determining the proportionate share of any Lot improved with Hotel Units, three (3) Hotel Units shall count as one (1) Apartment Unit. The costs and expenses of the "Recreational Facilities as herein defined are to be borne by the Lot Owners of those Lots improved with or to be improved with Apartment Units and Hotel Units as hereinbefore defined.

5. The costs and expenses to be proportionately shared according to the provisions of Paragraph 4 are all those costs and expenses necessary to properly operate and maintain Common Facilities and Recreational Facilities, including without limitation, licenses; public liability, hazard, workmen's compensation and other insurance premiums; social security payments; public utilities, employees' wages; managerial accounting and office salaries; purchase and replacement of machinery and equipment; maintenance of machinery and equipment; supplies; and all other items and services necessary for the proper maintenance, upkeep, policing and operation of said Facilities including attorneys' fees and court costs incurred in such operation and management and in the administration and enforcement of the provisions hereof. Real estate taxes and assessments on the Facilities herein referred to as "Recreational Facilities" shall be considered an expense of operating and maintaining such facilities. Any rentals, fees or other income accruing to Declarants from any facility (except charges, if any, for consumption of water transmitted through the water mains referred to in Paragraph 1.A.(2) hereof) shall be used, to the extent necessary, to pay the costs and expenses of operating and maintaining such facility. So long as The Village of Cross Keys, Incorporated, its successors or assigns, shall be either the Lot Owner, as hereinbefore defined, or Tenant under a ground lease of all the Lots of the Cross Keys Tract, The Village of Cross Keys, Incorporated shall maintain records of operation and maintenance costs, expenses and income. Thereafter, the Maintenance Corporation, as hereinafter described, shall maintain the aforesaid records.

6. The proportionate share of the costs and expenses of the maintenance and operation of the Common Facilities and Recreational Facilities attributable to each Lot shall be calculated by The Village of Cross Keys, Incorporated (or in the event of establishment of the Maintenance Corporation as hereinafter defined by said Maintenance Corporation), in accordance with the provisions of Paragraph 4 (a) and 4 (b) and a statement thereof submitted to each Lot Owner quarterly. After the formation of the Maintenance Corporation, any such proportionate share which, in the absence of a bona fide dispute regarding the amount thereof, is not paid within thirty (30) days after a statement thereof has been submitted to the Lot Owner shall constitute a default by said Lot Owner and said amount shall be a lien on the Lot to which it pertains. Such lien shall be a lien on the interest of the Lot Owner of the Lot and, at such time as a notice thereof is recorded among the Land Records of Baltimore, Maryland, shall come ahead of and be superior to any security or other interest of any Lot Owner or other person, corporation or other entity in such Lot except any such lien shall, however, be subordinate to the lien of any first mortgage or first Deed of Trust, now or hereafter covering any portion of the Cross Keys Tract, including any first mortgage or first Deed of Trust now or hereafter covering any leasehold estate in any portion of the Cross Keys Tract, and any purchaser at any foreclosure or trustee's sale (as well as any deed in lieu of foreclosure or trustee's sale) under any such first mortgage, or first Deed of Trust, shall take title free from any such existing lien but otherwise subject to the provisions hereof. Said lien shall bear interest

at the rate of six percent (6%) or the maximum legal rate, whichever is higher, from thirty (30) days after the date of submission of the statement of said amount to the Lot Owner, until the date said lien is paid. The aforesaid lien may be foreclosed in the same manner as the lien of a mortgage or Deed of Trust which contains provision for consent to a decree. During the period in which a default as hereinabove set forth exists, the Lot Owner or anyone claiming through said Lot Owner shall have no right to use the Common Facilities or Recreational Facilities. In the event of a bona fide dispute regarding the amount of such proportionate share, the dispute shall be submitted to arbitration and during said arbitration no foreclosure of the aforesaid lien and the award thereof, if any, shall be considered for the purposes of this paragraph as the statement of the proportionate share submitted to the Lot Owner as of the date of such award.

7. The Declarants hereby establish and create, for the benefit of the hereinbefore described property, and do hereby give, grant, and convey to each other and to each and every person, firm or corporation hereafter becoming a Lot Owner of a portion of the Cross Keys Tract a mutual reciprocal and non-exclusive easement, license, right and privilege of passage and use, on foot and by or with vehicles, for the purpose of ingress and egress, as well as the use, maintenance, repair and replacement thereof, upon and over all Common Facilities as hereinbefore defined which have been or may be hereinafter constructed on any part of the Cross Keys Tract.

Declarants further give, grant and convey to each other and every person, firm, or corporation hereafter becoming a Lot Owner of a portion of the Cross Keys Tract a mutual,

reciprocal and non-exclusive easement, license, right and privilege of use, for the purposes intended therein, of any and all Recreational Facilities set forth in Paragraph 1.B(1) which have or may be hereinafter constructed on any part of the Cross Keys Tract.

Declarants further give, grant, and convey to each other, and to each and every person, firm, or corporation hereafter owning any portion of any Lot on which Apartment Units and Hotel Units are constructed, maintained, and occupied, and to the guests, tenants, licensees and permittees of any such Lot Owner, the right, license and privilege of the use of any of the Recreational Facilities set forth in Paragraph 1.B(1), which have or may be hereinafter constructed on any part of the Cross Keys Tract.

Notwithstanding the foregoing, it is specifically understood and agreed that individual Lot Owners may in the future deem it appropriate and necessary to grant cross easements covering private parking area serving only their respective Lots and agreeing between themselves for the sharing of costs incurred in the granting and maintenance of said cross easements. It is specifically understood and agreed that this Section 7 shall in no manner or means restrict such agreements between individual Lot Owners which affect their respective Lots only.

The Village of Cross Keys, Incorporated, heretofore covenants and agrees for itself, its successors and assigns, that it will, subject to the terms and conditions of this Agreement, for fifty (50) years from the date hereof provide,



operate and maintain at all times no less than two (2) Recreational Facilities as hereinbefore defined, including those Recreational Facilities constructed on Lot 1-C and Lot 1-P, each as identified on the aforementioned Exhibit A. The Village of Cross Keys, Incorporated, does hereby warrant and represent that Lot 1-C and Lot 1-P are, as of the date of this Deed of Declaration and Agreement free and clear of the lien of any mortgage, Deed of Trust or any other similar financing instruments, and that in the event in the future, the Village of Cross Keys, Incorporated, its successors and/or assigns, shall elect to secure any financing for the improvements on Lot 1-C and/or Lot 1-P, that the lien of said financing shall be subordinate to and subject to the lien of this Deed of Declaration and Agreement.

The easements, licenses, rights and privileges herein established, created and granted shall be for Declarants, their successors and assigns, but Declarants, their successors or assigns may grant the benefit of such easement, license, right or privilege to any tenant now or hereinafter occupying premises now or hereinafter constructed on the hereinbefore described parcels for the duration of such tenancies and to the invitees of said tenants.

Declarants, for themselves and their successors and assigns, covenant and agree that, subject only to the provisions of Section 3 hereof, access from each Lot in the Cross Keys Tract to Lot 1-D and access from the Cross Keys Tract to Falls Road as shown on Exhibit A on Lot 1-D shall remain open twenty-four (24) hours a day.

8. Upon the written request of any three Lot Owners, all Lot Owners shall establish or cause to be established a non-stock, membership corporation (hereinafter referred to as "Maintenance Corporation") under the provisions of Art. 23, S 132, et seq. Annotated Code of Maryland, 1957 Edition (1966 Replacement Volume), or a comparable entity in the event that formation of such a non-stock membership corporation is not provided for by Maryland law at the time of such establishment. The Village of Cross Keys, Incorporated will assign, to the Maintenance Corporation, and the Maintenance

Corporation shall accept on the date of its qualification to do business all of The Village of Cross Keys, Incorporated rights and assume all of Lot Owners obligations and liabilities under this Deed of Declaration and Agreement for the maintenance and operation of the Common Facilities and Recreational Facilities. Upon acceptance of such rights and assumption of such obligations and liabilities by the Maintenance Corporation, the Maintenance Corporation shall have the right to receive payments from Lot Owners under Paragraph 4, and shall succeed to and possess all of the rights, obligations and liabilities of The Village of Cross Keys, Incorporated hereunder pertaining to the operation and maintenance of the Common Facilities and Recreational Facilities to the same extent that would have obtained had the Maintenance Corporation been the original Declarant under this Deed of Declaration and Agreement instead of the Declarants. Such acceptance shall release and discharge The Village of Cross Keys, Incorporated from all rights, obligations and liabilities hereunder pertaining to the operation and maintenance of the Common Facilities and Recreational Facilities, except those rights, obligations and liabilities which apply to The Village of Cross Keys, Incorporated as a Lot Owner.

9. Upon the establishment of the Maintenance Corporation each Lot Owner shall become a member thereof. Each member shall be entitled to appoint one director. Each director shall be entitled to cast one vote for each One (\$1.00) Dollar of assessed valuation upon the Lot of the member appointing him; the assessed valuation of each Lot to be determined as provided in Paragraph 4 (a) hereof. Two-thirds (2/3rds) of the votes cast for any particular item of business shall govern the actions of the Maintenance Corporation.

All Lot Owners shall obtain and maintain or cause to be obtained and maintained fire insurance with extended coverage endorsements covering all of the buildings and improvements now or hereafter located within the respective Lots so owned by each, for the full insurable value thereof, under policies issued by solvent and responsible insurance companies authorized to do business in the State of Maryland. It is hereby understood, covenanted and agreed by all such Lot Owners, and as well as by the holders of all mortgage liens upon all or any part of the Cross Keys Tract that in the event of any damage or destruction, so insured, to any Lot within the Cross Keys Tract, all proceeds payable under all such insurance shall (subject to the terms and conditions of any first mortgage, first Deed of Trust, or other similar security instrument, dealing with the disposition of casualty insurance proceeds) be made available for restoration and the respective Lots so damaged or destroyed and the same shall be restored by the Lot Owner thereof as soon as reasonably possible following such damage or destruction.

That in the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Cross Keys Tract, that portion of the award attributable to the value of any land within the Common Facilities or Recreational Facilities so taken shall be payable

only to the Lot Owner thereof and no claim thereon shall be made by other Lot Owners of any other portion of the Cross Keys Tract, provided, however, all other Lot Owners in the Cross Keys Tract may file collateral claims with the condemning authority, over and above the value of the land within the Common Facilities or Recreational Facilities so taken, to the extent of any damage suffered by any such other Lot Owners resulting from the severance of the appurtenance Common Facility or Recreational Facility so taken; provided further however, that the Lot Owner of each portion of the Common Facilities or Recreational Facilities so condemned shall promptly repair and restore the remaining portion of the Common Facilities or Recreational Facilities so owned by such Lot Owner as near as practicable to the condition of same immediately prior to such condemnation and without contribution from any other Lot Owner of the Cross Keys Tract, provided, however, in the event that portion of the award attributable to the value of any roadway taken is insufficient to repair and restore the roadway so taken, the other Lot Owners shall share the cost of said restoration incurred in excess of the award in accordance with the provisions of Section 4 (a) of this Deed of Declaration and Agreement.

10. Subject to all the terms and obligations of this Deed of Declaration and Agreement, Declarants reserve the right at any time and from time to time, to designate new Lots and to alter or eliminate any Lots now or hereafter designated, provided that any alteration or elimination of a Lot may be done only with the written consent of the Lot Owner

being altered or eliminated. Such designation, alteration or elimination shall be accomplished by recording among the Land Records of Baltimore, Maryland, a new revision of the "Amended Subdivision Plat of Village of Cross Keys", dated July 31, 1963, the latest revision of which was recorded among the Land Records of Baltimore City in Pocket R.H.B. No.2308, on April 30 , 1970 .

11. The operation and maintenance of any improvements other than Common Facilities and Recreational Facilities shall be at the cost and expense of the Lot Owner on whose Lot the improvement is located or the holder of a leasehold estate in such Lot.

12. Any dispute involving the terms, covenants and conditions of this Deed of Declaration and Agreement shall be settled by arbitration in accordance with the provisions hereof and in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Upon such determination by arbitration of any such dispute or question, the party required to perform the particular matter in dispute shall proceed within a reasonable time thereafter to satisfy the condition of such determination and bear the entire cost of such arbitration proceedings.

13. The easements, restrictions, benefits and obligations hereunder shall create mutual and reciprocal benefits and servitudes upon the Cross Keys Tract, running with the land thereof which shall be perpetual. This Deed of Declaration and Agreement shall create privity of contract and/or estate with and among all grantees of all or any part of the said Cross Keys Tract, their successors and assigns. In the

event of a breach, or attempted or threatened breach, by any Lot Owner hereafter of any part of said Cross Keys Tract, in any of the terms, covenants and conditions hereof, any one or all other Lot Owners (or the Maintenance Corporation if the Maintenance Corporation has succeeded the Lot Owners in accordance with the provisions of Section 8 (a) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach. All costs and expenses of any such suit or proceedings shall be assessed against the defaulting Lot Owner and shall constitute a lien against the real estate or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted for until paid, effective upon recording notice thereof in the Office of the Recorder in and for the City of Baltimore, but any such lien shall be subordinate to the lien of any first mortgage or first Deed of Trust covering any portion of the Cross Keys Tract including any first mortgage or first Deed of Trust now or hereafter covering any leasehold estate in any portion of the Cross Keys Tract and any purchaser at any foreclosure or trustee's sale (as well as any grantee of deed in lieu of foreclosure or trustee's sale) under any such first mortgage or first deed of trust shall take title free from any such existing lien such otherwise subject to the provisions hereof. The remedies of any one or all such owners of the Cross Keys Tract (or the Maintenance Corporation) specified herein shall be cumulative as to each and as to all other permitted at law or in equity.

14. The provisions of this Deed of Declaration and Agreement may be abrogated, modified, rescinded or amended in whole or in part only by declaration in writing, executed and acknowledged by all then Lot Owners and duly recorded among the Land Records of Baltimore, Maryland. This Deed of Declaration and Agreement may not otherwise be abrogated, modified, rescinded or amended in whole or in part.

15. The invalidation of any portion of this Deed of Declaration and Agreement or any of the provisions hereof by judicial decision or otherwise shall not affect the remaining provisions hereof which shall remain in full force and effect.

16. Connecticut General Life Insurance Company, King Upton and Charles T. Albert, Trustees, Teachers Insurance and Annuity Association of America, Walter Mahlstedt and Francis P. Gunning, Trustees, Morgan Guaranty Trust Company of New York, As Trustee Of Its Commingled Pension Trust Fund (Mortgage-Real Property) Under Declaration of Trust Dated December 9, 1960, As Amended, Norwood B. Orrick and Russell R. Reno, Jr., Trustees, State Farm Life Insurance Company, John W. Steele, III, and Lawrence P. Naylor, III, Trustees, and Thomas A. Garland and Joseph V. Gartlan, Jr., Trustees, Churchill G. Carey and Lawrence P. Naylor, III, Trustees, join in this Deed of Declaration and Agreement for the limited purposes of expressing their consent hereto and of binding and subjecting their interests in any portion of the Cross Keys Tract to the terms hereof, to the same extent as though this Deed



Declaration and Agreement had been executed and recorded prior to the time when their respective interests in the Cross Keys Tract were created.

ATTEST:

THE VILLAGE OF CROSS KEYS,  
INCORPORATED

[Signature] Secretary  
By [Signature] Vice President

ATTEST:

PHOENIX MUTUAL LIFE INSURANCE  
COMPANY

[Signature] Assistant Secretary  
R. P. Smith  
By [Signature] Vice President  
H. Archer Clark, Jr.

ATTEST:

EQUITABLE LIFE INSURANCE COMPANY  
OF IOWA

[Signature] Assistant Secretary, E.M. Murphy  
By [Signature] Mtg. Vice President, James B. Smith

ATTEST:

KASP REALTY COMPANY, INC.

[Signature] Assistant Secretary  
By [Signature] Vice President

ATTEST:

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY

[Signature] Secretary  
P. H. Finley  
By [Signature] H. N. Nielson, Second Vice President

WITNESS:

[Signature]  
[Signature]  
[Signature] King Upton, Trustee  
[Signature] Charles T. Albert, Trustee  
Charles T. Albert, Trustee

ATTEST:

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA

By Paul E. Clancy  
Secretary

By M. Olney  
President

WITNESS:

Paul E. Clancy

Walter Mahlstedt  
Walter Mahlstedt, Trustee

Eva Beckman

Francis P. Gunning  
Francis P. Gunning, Trustee

ATTEST:

MORGAN GUARANTY TRUST COMPANY OF  
NEW YORK, AS TRUSTEE OF ITS  
COMMINGLED PENSION TRUST FUND  
(MORTGAGE-REAL PROPERTY), UNDER  
DECLARATION OF TRUST DATED  
DECEMBER 9, 1960, AS AMENDED

Francis W. Colby  
~~Assistant Cashier~~  
Assistant Secretary

By [Signature]  
Vice President

WITNESS:

Edith M. Fields

Norwood Orrick  
Norwood Orrick, Trustee

Sharon L. Steuby

Russell R. Reno, Jr.  
Russell R. Reno, Jr., Trustee

ATTEST:

STATE FARM LIFE INSURANCE COMPANY

John T. [Signature]  
ASSISTANT SECRETARY

By [Signature]  
VICE PRESIDENT

WITNESS:  
[Signature]

[Signature]  
Lawrence P. Naylor, III, Trustee

[Signature]

[Signature]  
Churchill G. Carey, Trustee

[Signature]

[Signature]  
John W. Steere, III, Trustee

[Signature]

[Signature]  
Thomas A. Garland, Trustee

[Signature]

[Signature]  
Joseph V. Gartlan, Jr., Trustee

Witness:

William P. King

Lawrence P. Naylor, III  
Trustee

ACKNOWLEDGMENT

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.

On this 7th day of December, 1970, before me, the subscriber, a Notary Public of the State of New York, personally appeared WALTER MAHLSTEDT, Trustee and FRANCIS P. GUNNING, Trustee, who I am satisfied are the persons who have signed the within instrument, and, I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same for the purposes and consideration therein expressed as their act and deed as Trustees aforesaid.

*A. Roger Milio*  
Notary Public

My Commission Expires: A. ROGER MILIO  
NOTARY PUBLIC, State of New York  
No. 31-203420  
Qualified in New York County  
Commission Expires March 30, 1971

ACKNOWLEDGMENT

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.

On this 17th day of November, 1970, before me, the subscriber, a Notary Public of the State of NEW YORK, personally appeared C. Robert Safford, Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

*Clifford E. Ricci*  
Notary Public

My Commission Expires:  
*March 30, 1972*

CLIFFORD E. RICCI  
NOTARY PUBLIC, State of New York  
No. 03-8558300  
Qualified in Bronx County  
Certificate filed in N. Y. County  
Commission Expires March 30, 1972

ACKNOWLEDGMENT

STATE OF Maryland )  
COUNTY OF Baltimore ) SS.  
CITY

On this 14<sup>th</sup> day of December, 1970, before me, the subscriber, a Notary Public of the State of MARYLAND, personally appeared NORWOOD ORRICK, Trustee and RUSSELL R. RENO, JR., Trustee, who I am satisfied are the persons who have signed the within instrument, and, I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same for the purposes and consideration therein expressed as their act and deed as Trustees aforesaid.

Theresa J. Chenneth  
Notary Public

My Commission Expires: 11/74

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF McLEAN ) SS.

On this 27<sup>th</sup> day of October, 1970, before me, the subscriber, a Notary Public of the State of ILLINOIS, personally appeared Clifford F. STEINKRAUS, Vice President of STATE FARM LIFE INSURANCE COMPANY, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

Vivian Hallock  
Notary Public

My Commission Expires: Sept. 16, 1974

ACKNOWLEDGMENT

STATE OF *(Arizona)* )  
COUNTY OF *(Maricopa)* ) SS. *Hilja A. Syri*

On this *6<sup>th</sup>* day of *(Nov)*, 1970, before me, the subscriber, a Notary Public of the State of *Arizona*, personally appeared *H. Archer Clark, Jr.*, Vice President of PHOENIX MUTUAL LIFE INSURANCE COMPANY, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

*Hilja A. Syri*  
\_\_\_\_\_  
Notary Public

My Commission Expires: **HILJA A. SYRI**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1972

ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF New York ) SS.

On this *13<sup>th</sup>* day of *November*, 1970, before me, the subscriber, a Notary Public of the State of *New York*, personally appeared *J. P. Boysen*, Vice President of KASP REALTY COMPANY, INC., who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

*Richard M. Sanders*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
**RICHARD M. SANDERS**  
Notary Public, State of New York  
No. 30-8754390  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1972

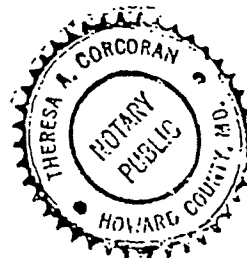
ACKNOWLEDGMENT

STATE OF Maryland )  
COUNTY OF Howard ) SS.

On this 4 day of November, 1970, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared LAWRENCE P. NAYLOR, III, Trustee and CHURCHILL G. CAREY, Trustee, who I am satisfied are the persons who have signed the within instrument, and, I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same for the purposes and consideration therein expressed as their act and deed as Trustees aforesaid.

Theresa A. Corcoran  
Notary Public

My Commission Expires: 7-1-74



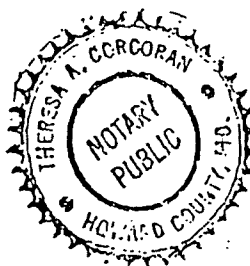
ACKNOWLEDGMENT

STATE OF Maryland )  
COUNTY OF Howard ) SS.

On this 4<sup>th</sup> day of November, 1970, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared THOMAS A. GARLAND, Trustee, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same for the purposes and consideration therein expressed as his act and deed as Trustee aforesaid.

Theresa A. Corcoran  
Notary Public

My Commission Expires: 7-1-70





ACKNOWLEDGMENT

STATE OF )  
COUNTY OF ) SS.

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me, the subscriber, a Notary Public of the state of \_\_\_\_\_ personally appeared JOSEPH V. GARTLAN, JR., Trustee, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same for the purposes and consideration therein expressed as his act and deed as Trustee aforesaid.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

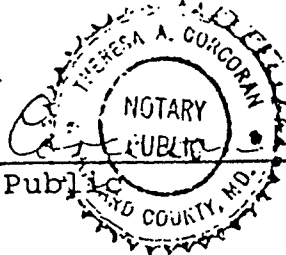
My Commission Expires: 7-1-77

ACKNOWLEDGMENT

STATE OF MARYLAND )  
COUNTY OF HOWARD ) SS.

On this 8th day of October, 1970, before me, the subscriber, a Notary Public of the state of Maryland, personally appeared LAWRENCE P. NAYLOR, III, Trustee, and JOHN W. STEELE, III, Trustee, who I am satisfied are the persons who have signed the within instrument, and, I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same for the purposes and consideration therein expressed as their act and deed as Trustees aforesaid.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



My Commission Expires: 7-1-74

ACKNOWLEDGMENT

STATE OF *Maryland* )  
COUNTY OF *Washington* ) SS.

On this *28<sup>th</sup>* day of *September*, 19*70*, before me, the subscriber, a Notary Public of the State of *Maryland*, personally appeared *P. S. Cochran, Jr.*, Vice President of THE VILLAGE OF CROSS KEYS, INCORPORATED, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

*Coral H. Westmoreland*  
Notary Public

My Commission Expires: *7/1/74*

ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF POLK ) SS.

On this *2nd* day of *November*, 1970, before me, the subscriber, a Notary Public of the State of *Iowa*, personally appeared *James B. Smith*, Mortgage Vice President of *EQUITABLE LIFE INSURANCE COMPANY OF IOWA*, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

*John P. Harper*  
Notary Public

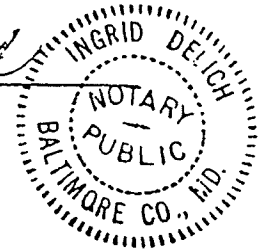
My Commission Expires: *July 4, 1972*

ACKNOWLEDGMENT

STATE OF *Maryland*  
COUNTY OF *Washington* ) SS.

On this *9th* day of *October*, 1970, before me, the subscriber, a Notary Public of the State of *Maryland*, personally appeared CHARLES T. ALBERT, Trustee, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same for the purposes and consideration therein expressed as his act and deed as Trustee aforesaid.

*Ingrid Delich*  
Notary Public



My Commission Expires: *7-1-74*

ACKNOWLEDGMENT

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.

On this 25th day of November, 1970, before me, the subscriber, a Notary Public of the State of New York, personally appeared MARTIN CLEARY and PAUL E. CHRONIS, Assistant Vice President and Assistant Secretary respectively of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, who I am satisfied are the persons who have signed the within instrument, and, I having first made known to them the contents hereof, they did acknowledge that they signed, sealed with the corporate seal, and delivered the same as such officers aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Trustees.


*Michelle O'Connor*  
Notary Public

My Commission Expires:  
MICHELLE O'CONNOR  
NOTARY PUBLIC, State of New York  
No. 41-2637525  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1971

ACKNOWLEDGMENT

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.

On this 1<sup>st</sup> day of October, 1970, before me, the subscriber, a Notary Public of the State of CONNECTICUT, personally appeared H. N. Nielson, ~~Second~~ Vice President of CONNECTICUT GENERAL LIFE INSURANCE COMPANY, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

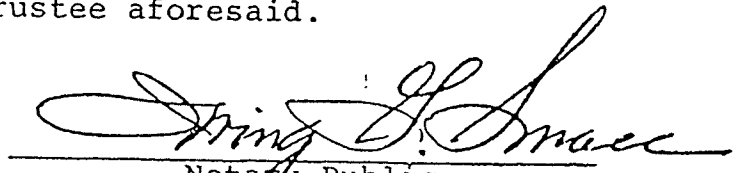
  
Ann Reardon Notary Public

My Commission Expires: March 31, 1971

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS )  
COUNTY OF SUFFERN ) SS.

On this 20<sup>th</sup> day of OCTOBER 1970, before me, the subscriber, a Notary Public of the State of MASSACHUSETTS, personally appeared KING UPTON, Trustee, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same for the purposes and consideration therein expressed as his act and deed as Trustee aforesaid.

  
Notary Public

My Commission Expires:

IRVING G. SMALL, Notary Public  
My commission expires September 2, 1977

CITY OF BALTIMORE RECORDATION TAX  
 EXEMPT DOCUMENT  
 REVENUE COLLECTIONS  
 DEPARTMENT OF FINANCE  
*Carol M. ...* 9/3/2019  
 Recordation Clerk Date

AMENDMENT TO DEED OF DECLARATION AND AGREEMENT

THIS AMENDMENT TO DEED OF DECLARATION (this "Amendment"), made as of the 1<sup>st</sup> day of January, 2015 ("Effective Date"), by CROSS KEYS MAINTENANCE CORPORATION, a Delaware corporation ("CKMC"), THE COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, an unincorporated council of unit owners ("Cross Keys Condominium 1"), THE COUNCIL OF UNIT OWNERS OF DUNN'S GROVE CONDOMINIUM, INC., a Maryland corporation ("Dunn's Grove"), THE COUNCIL OF UNIT OWNERS OF FALLSWOOD I CONDOMINIUM, INC., a Maryland corporation ("Fallswood I"), THE COUNCIL OF UNIT OWNERS OF FALLSWOOD II CONDOMINIUM, INC., a Maryland corporation ("Fallswood II"), THE COUNCIL OF UNIT OWNERS OF GOODLOW HOUSE CONDOMINIUM, INC., a Maryland corporation ("Goodlow House"), THE COUNCIL OF UNIT OWNERS OF HAMILL COURT CONDOMINIUM, INC., a Maryland corporation ("Hamill Court"), THE COUNCIL OF UNIT OWNERS OF HARPER HOUSE CONDOMINIUM, an unincorporated council of unit owners ("Harper House"), THE ROLAND GREEN CONDOMINIUM AT THE VILLAGE OF CROSS KEYS, an unincorporated condominium association ("Roland Green"), THE COUNCIL OF UNIT OWNERS OF ROLAND MEWS CONDOMINIUM, INC., a Maryland corporation ("Roland Mews"), SHAZALINA HOSPITALITY CORPORATION, a Maryland corporation ("SHC") and VCK REALTY LLC, a Delaware limited liability company ("VCK").

EXPLANATORY STATEMENTS

A. By Deed of Declaration and Agreement dated September 25, 1970 recorded among the Land Records of Baltimore City (the "Land Records") in Liber 2717, Folio 585 et seq. (the "Declaration"), The Village of Cross Keys, Incorporated, Equitable Life Insurance Company of Iowa, Phoenix Mutual Life Insurance Company and Kasp Realty Company, Inc. subjected certain real property owned by them and described in the aforesaid Declaration to certain covenants, conditions and restrictions, intending to create and establish a general scheme of development for property therein described as the "Cross Keys Tract".

B. Subsequent to recordation of the Declaration, the then-owners of the Cross Keys Tract subdivided said property by recordation of a series of subdivision plats. The most recent subdivision plat, entitled "23<sup>rd</sup> Amended Subdivision Plat of Village of Cross Keys", was recorded among the Land Records in Plat Book 3534 (the "Plat"), and subdivided the Cross Keys Tract into a number of Lots, as that term is defined in the Declaration.

4778-E

C. Subsequent to recordation of the Declaration, the then-owners of the Lots within the Cross Keys Tract entered into a Preincorporation Agreement dated September 30, 1981 (the "Preincorporation Agreement"), recorded among the Land Records in Liber 4107, Folio 393 et seq. The Preincorporation Agreement included as exhibits (i) a Request for Formation of Maintenance Corporation, (ii) Certificate of Incorporation of Cross Keys Maintenance Corporation, (iii) By-Laws of Cross Keys Maintenance Corporation, (iv) Declaration and

DEPARTMENT FINANCE  
Caiti Veen 9/3/2019

AMENDMENT TO DEED OF DECLARATION AND AGREEMENT

THIS AMENDMENT TO DEED OF DECLARATION (this "Amendment"), made as of the 1<sup>st</sup> day of January, 2015 ("Effective Date"), by CROSS KEYS MAINTENANCE CORPORATION, a Delaware corporation ("CKMC"), THE COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, an unincorporated council of unit owners ("Cross Keys Condominium 1"), THE COUNCIL OF UNIT OWNERS OF DUNN'S GROVE CONDOMINIUM, INC., a Maryland corporation ("Dunn's Grove"), THE COUNCIL OF UNIT OWNERS OF FALLSWOOD I CONDOMINIUM, INC., a Maryland corporation ("Fallswood I"), THE COUNCIL OF UNIT OWNERS OF FALLSWOOD II CONDOMINIUM, INC., a Maryland corporation ("Fallswood II"), THE COUNCIL OF UNIT OWNERS OF GOODLOW HOUSE CONDOMINIUM, INC., a Maryland corporation ("Goodlow House"), THE COUNCIL OF UNIT OWNERS OF HAMILL COURT CONDOMINIUM, INC., a Maryland corporation ("Hamill Court"), THE COUNCIL OF UNIT OWNERS OF HARPER HOUSE CONDOMINIUM, an unincorporated council of unit owners ("Harper House"), THE ROLAND GREEN CONDOMINIUM AT THE VILLAGE OF CROSS KEYS, an unincorporated condominium association ("Roland Green"), THE COUNCIL OF UNIT OWNERS OF ROLAND MEWS CONDOMINIUM, INC., a Maryland corporation ("Roland Mews"), SHAZALINA HOSPITALITY CORPORATION, a Maryland corporation ("SHC") and VCK REALTY LLC, a Delaware limited liability company ("VCK").

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4778-E

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Agreement of Maintenance Specification and (v) Lease Agreement (collectively, the "Preincorporation Agreement Documents"). Pursuant to the terms of the Preincorporation Agreement Documents, CKMC was established in order to oversee the operation, maintenance, repair and replacement of the "Common Facilities" and "Recreational Facilities", as those terms are defined in the Declaration, and generally to fulfill certain duties and obligations related to common interests involving the Cross Keys Tract.

D. Pursuant to the provisions of Article I, Section 1(f) of the CKMC By-Laws, a "Lot Owner" is defined to mean (i) with respect to any Lot which does not have any condominium regime located thereon, the person or entity in which is vested or becomes vested a fee simple estate in a Lot, and (ii) with respect to any Lot upon which a condominium regime is located, the council of unit owners (or comparable entity) of said condominium regime. Article I, Section 1(g) of the CKMC By-Laws defines a "Member" as a person or entity which is a Lot Owner. Article I, Section 8 of the CKMC By-Laws provides that Members shall be entitled to vote on all items of business related to the operation of CKMC.

E. Cross Keys Condominium I is the condominium regime which has been established upon Lot 1-A as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

F. Dunn's Grove is the condominium regime which has been established upon Lot 1-E as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

G. Fallswood I is the condominium regime which has been established upon Lot 1-Q as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws;

H. Fallswood II is the condominium regime which has been established upon Lot 1-R as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

I. Goodlow House is the condominium regime which has been established upon Lot 1-E1 as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

J. Hamill Court is the condominium regime which has been established upon Lot 1-Q1 as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

K. Harper House is the condominium regime which has been established upon Lot 1-N as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

L. Roland Green is the condominium regime which has been established upon Lot 1-G as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

M. Roland Mews is the condominium regime which has been established upon Lot 1-E3 as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

N. SHC is the fee simple owner of Lot 2-B as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

O. VCK is the owner of Lots 1-S, 1-T, 1-J1 and 2-A as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

P. CKMC is the owner of Lots 1-F, 1-H, 1-J and 1-C as shown on the Plat, and is a Lot Owner as defined in the CKMC By-Laws.

Q. The provisions of the Declaration were subsequently supplemented by certain instruments entered into by one or more of the then-Lot Owners including, but not limited to (i) an Agreement relating to Amendment of Maintenance Declaration dated September 30, 1981 and recorded among the Land Records in Liber 4107, Folio 476 et seq. the "Maintenance Declaration Agreement") and (ii) and Agreement regarding Amended Development Plan dated April 24, 1994 but not recorded among the Land Records (the "Amended Development Plan Agreement").

R. Pursuant to the provisions of Paragraph 4 of the Declaration, as supplemented by the Pre-Incorporation Agreement Documents, CKMC is responsible for the operation, maintenance, repair and replacement of the Common Facilities and Recreational Facilities. Paragraph 4 further provides that each Lot Owner is responsible for paying their proportionate share of the cost and expense of the operation and maintenance of the Common Facilities and Recreational Facilities and established the method of determining the respective shares allocated to each Lot.

S. Pursuant to the provisions of Paragraph 6 of the Declaration, as supplemented by the Pre-Incorporation Agreement Documents, CKMC is responsible for calculating the proportionate share of the costs and expenses of the maintenance and operation of the Common Facilities and Recreational Facilities attributable to each Lot and for submitting a statement thereof to each Lot Owner quarterly.

T. Pursuant to the provisions of Paragraph 9 of the Declaration, as supplemented by the Pre-Incorporation Agreement Documents, each Lot Owner is a member in CKMC entitled to appoint one director of CKMC. Paragraph 9 further provides for the method of determining the number of votes each director of CKMC is entitled to cast.

U. The Lot Owners now desire to: (i) amend the provisions of Paragraph 4 in order to establish fixed proportionate shares of costs and expenses of the operation and maintenance of the Common Facilities and Recreational Facilities to be imposed upon each of the Lots owned by them; and (ii) amend the provisions of Paragraph 9 in order to clarify the method of determining the number of votes each director of CKMC is entitled to cast in light of the amendments to Paragraph 4.

**NOW THEREFORE**, for the purposes aforesaid, CKMC and the Lot Owners do hereby state and declare as follows:



1. Explanatory Statements. The Explanatory Statements set forth above are hereby incorporated into and made a material part of this Amendment.
2. Amendment of Paragraph 4 of Declaration. Paragraph 4 of the Declaration is hereby deleted in its entirety and the following new Paragraph 4 is enacted in lieu thereof:
  4. Cross Keys Maintenance Corporation shall be responsible for the operation, maintenance, repair and/or replacement of the Common Facilities and Recreational Facilities located in the Cross Keys Tract. Each Lot Owner shall pay or cause to be paid their proportionate share of the costs and expenses of the operation, maintenance, repair and/or replacement of the Common Facilities and Recreational Facilities to Cross Keys Maintenance Corporation, as set forth herein. The proportionate share of such expenses attributable to each Lot shall be permanently fixed and established as follows:
    - a. Common Facilities. The proportionate share of such expenses attributable to each Lot shall be in the same proportion as set forth on Exhibit A, attached hereto and incorporated herein by reference.
    - b. Recreational Facilities. The proportionate share of such expenses attributable to each Lot shall be in the same proportion as set forth on Exhibit B, attached hereto and incorporated herein by reference. The costs and expenses of the Recreational Facilities are to be borne only by the Lot Owners set forth on Exhibit B and the Lot Owners of Lots 1-S, 1-T, 2-A, 2-B, 1-J and 1-C shall have no obligation to contribute to the cost of the operation, maintenance, repair and/or replacement of the Recreational Facilities.
3. Amendment of Paragraph 9 of Declaration. The first, second, and third sentences of Paragraph 9 of the Declaration are hereby deleted in their entirety and the following is enacted in lieu thereof:

“Each Lot Owner shall be a member of the Maintenance Corporation. Each member shall be entitled to appoint one director. Each director shall be entitled to cast one vote for each One (\$1.00) Dollar of assessed valuation upon the Lot of the member appointing him; the assessed valuation of each

Lot to be determined pursuant to the procedures set forth in the By-Laws of the Maintenance Corporation.”

4. Nature and Effect of Amendment. CKMC and the Lot Owners, by adoption and enactment of this Amendment, intend that its provisions shall supersede, in their entirety, any and all provisions set forth in the Declaration, Preincorporation Agreement Documents, Maintenance Declaration Agreement, Amended Development Plan Agreement and any and all instruments, whether or not recorded among the Land Records, as they relate to the allocation of the costs and expenses against the Lots necessary to operate, maintain, repair and/or replace the Common Facilities and Recreational Facilities. This Amendment is not intended to modify, revise or supersede any of the other provisions set forth in the aforesaid documents including, but not limited to the allocation of voting rights in CKMC.
5. Effective Date. This Amendment shall become effective as of, and shall apply retroactively from, the Effective Date.
6. Approval By Lot Owners. . The written consents of the Lot Owners approving this Amendment are attached hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors of CKMC have caused this Amendment to be executed as of the date and year first above written.

WITNESS:

CROSS KEYS MAINTENANCE CORPORATION:

Andrew R. McArthur

By: Al Newman President

Shelley Carpe

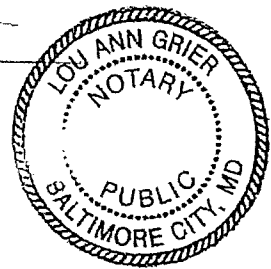
By: A. J. [Signature] Secretary

STATE OF MARYLAND, CITY/COUNTY OF: Baltimore City TO WIT:

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of August, 2019, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Ned Hathaway and Michael Grier, who acknowledged themselves to be the President and Secretary of the Board of Directors of Cross Keys Maintenance Corporation, respectively, and that they, being authorized so to do, executed the foregoing instrument herein contained by signing for Cross Keys Maintenance Corporation by themselves as President and Secretary.

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

[Signature]  
NOTARY PUBLIC



My Commission Expires: 10/31/21

LOT OWNER CONSENT

The undersigned Lot Owner hereby consents to this Amendment to Deed of Declaration and Agreement and agrees to be bound by the terms thereof.

WITNESS:

THE COUNCIL OF UNIT OWNERS OF  
CROSS KEYS CONDOMINIUM NO. 1, AN  
UNINCORPORATED COUNCIL OF UNIT  
OWNERS:

By: Sharon D. Mathanson  
Name: Sharon D. Mathanson  
Title: President, Condominium #1

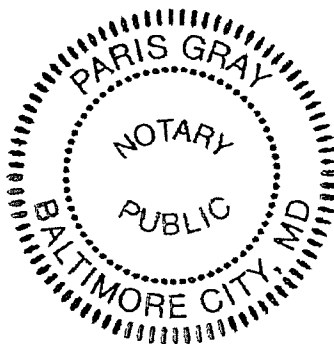
STATE OF MARYLAND, CITY/COUNTY OF: Baltimore City TO WIT:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared Sharon L. Mathanson, who acknowledged himself/herself to be the President of The Council of Unit Owners of Cross Keys Condominium No. 1, an unincorporated council of unit owners, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the President of The Council of Unit Owners of Cross Keys Condominium No. 1, an unincorporated council of unit owners.

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

  
NOTARY PUBLIC

My Commission Expires: 02/16/2022





WITNESS:

THE COUNCIL OF UNIT OWNERS OF  
FALLSWOOD I CONDOMINIUM, INC., A  
MARYLAND CORPORATION:

George J. Bender

By: Ruth Roman

Name: Ruth Roman

Title: President

STATE OF MARYLAND, CITY/COUNTY OF: Baltimore City TO WIT:

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of July, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared Ruth Roman, who acknowledged himself/herself to be the President of The Council of Unit Owners of Fallswood I Condominium, Inc., a Maryland corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the President of The Council of Unit Owners of Fallswood I Condominium, Inc., a Maryland corporation.

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

Lou Ann Grier

NOTARY PUBLIC

My Commission Expires: 12/31/21



WITNESS:

THE COUNCIL OF UNIT OWNERS OF  
FALLSWOOD II CONDOMINIUM, INC., A  
MARYLAND CORPORATION:

*Andrew R. McCarthy*

By: *H. G. Hathaway*  
Name: H-G-HATHAWAY  
Title: PRESIDENT

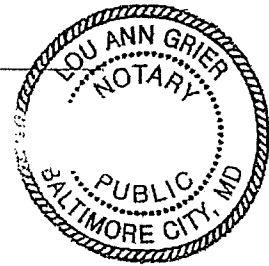
STATE OF MARYLAND, CITY/COUNTY OF: Baltimore City TO WIT:

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of August, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared H.G. Hathaway, who acknowledged himself/herself to be the President of The Council of Unit Owners of Fallswood II Condominium, Inc., a Maryland corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the President of The Council of Unit Owners of Fallswood II Condominium, Inc., a Maryland corporation.

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

*Lou Ann Grier*

NOTARY PUBLIC



My Commission Expires: 10/19/21

WITNESS:

THE COUNCIL OF UNIT OWNERS OF  
GOODLOW HOUSE CONDOMINIUM, INC.,  
A MARYLAND CORPORATION:

[Handwritten Signature]

By: Carol D. Gallant

Name: CAROL D. GALLANT

Title: President

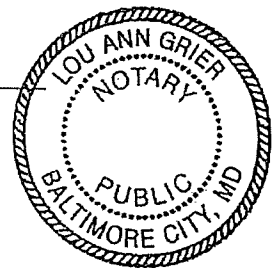
STATE OF MARYLAND, CITY/COUNTY OF: Baltimore City TO WIT:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared Carol D. Gallant who acknowledged himself/herself to be the President of The Council of Unit Owners of Goodlow House Condominium, Inc., a Maryland corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the President of The Council of Unit Owners of Goodlow House Condominium, Inc., a Maryland corporation.

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

[Handwritten Signature]

NOTARY PUBLIC



My Commission Expires: 12/8/21



WITNESS:

THE COUNCIL OF UNIT OWNERS OF  
HAMILL COURT CONDOMINIUM, INC., A  
MARYLAND CORPORATION:

[Signature]

By: [Signature]  
Name: Julie F. Caban  
Title: President

STATE OF MARYLAND, CITY/COUNTY OF: Baltimore City TO WIT:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of July, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the President of The Council of Unit Owners of Hamill Court Condominium, Inc., a Maryland corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the President of The Council of Unit Owners of Hamill Court Condominium, Inc., a Maryland corporation.

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

[Signature]  
NOTARY PUBLIC



My Commission Expires: 12/31/21

WITNESS:

THE COUNCIL OF UNIT OWNERS OF  
HARPER HOUSE CONDOMINIUM, AN  
UNINCORPORATED COUNCIL OF UNIT  
OWNERS:

James R. Jorgensen

By: [Signature]  
Name: David M Gordon  
Title: Treasurer

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

I HEREBY CERTIFY, that on this 2<sup>nd</sup> day of AUGUST, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared DAVID GORDON, who acknowledged himself/herself to be the TREASURER of The Council of Unit Owners of Harper House Condominium, Inc., an unincorporated council of unit owners, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the TREASURER of The Council of Unit Owners of Harper House Condominium, Inc., an unincorporated council of unit owners.

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

David M. Gordon  
NOTARY PUBLIC

My Commission Expires: 8/2/2019



WITNESS:

THE ROLAND GREEN CONDOMINIUM AT  
THE VILLAGE OF CROSS KEYS, AN  
UNINCORPORATED COUNCIL OF UNIT  
OWNERS:

[Signature]

By: [Signature]  
Name: MARTIN J. SHUMAN, 42  
Title: PRESIDENT

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

I HEREBY CERTIFY, that on this 29 day of JULY, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared Martin Shuman, who acknowledged himself/herself to be the PRESIDENT of The Roland Green Condominium at The Village of Cross Keys, an unincorporated council of unit owners, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the PRESIDENT of The Roland Green Condominium at The Village of Cross Keys, an unincorporated council of unit owners.

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

[Signature]  
NOTARY PUBLIC

My Commission Expires:

MARY ALISON FLAGG  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND  
MY COMMISSION EXPIRES MAY 9, 2023

WITNESS:

THE COUNCIL OF UNIT OWNERS OF  
ROLAND MEWS CONDOMINIUM, INC., A  
MARYLAND CORPORATION:

[Signature]

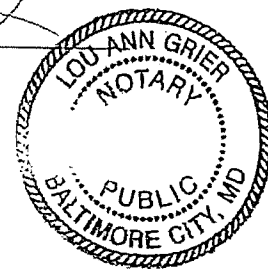
By: [Signature]  
Name: NEAL D. BORDEN  
Title: PRESIDENT

STATE OF MARYLAND, CITY/COUNTY OF: Baltimore City TO WIT:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of July, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared Neal D. Borden who acknowledged himself/herself to be the President of The Council of Unit Owners of Roland Mews Condominium, Inc., a Maryland corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the President of The Council of Unit Owners of Roland Mews Condominium, Inc., a Maryland corporation.

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

[Signature]  
NOTARY PUBLIC



My Commission Expires: 12/3/21

WITNESS:

SHAZALINA HOSPITALITY CORPORATION, A MARYLAND CORPORATION:

[Signature]

By:

[Signature]

Name:

Thomas Cook

Title:

General Manager

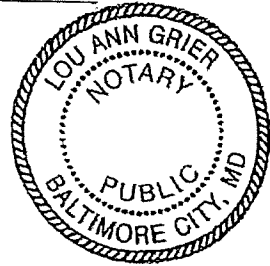
STATE OF MARYLAND, CITY/COUNTY OF: Baltimore City, TO WIT:

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of July, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared Thomas Cook, who acknowledged himself/herself to be the General Manager of Shazalina Hospitality Corporation, a Maryland corporation, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the General Manager of Shazalina Hospitality Corporation, a Maryland corporation.

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

[Signature]

NOTARY PUBLIC



My Commission Expires: 12/8/21

WITNESS:

*[Handwritten signature]*

VCK REALTY LLC, A DELAWARE LIMITED LIABILITY COMPANY:

By: *[Handwritten signature]*  
Name: Daniel Levy  
Title: Authorized Signatory

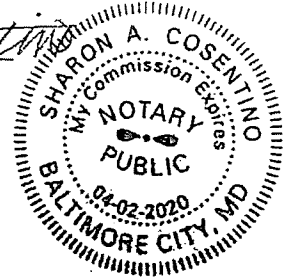
STATE OF MARYLAND, CITY/COUNTY OF: Baltimore TO WIT:

I HEREBY CERTIFY, that on this 30th day of July, 2019, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared Daniel Levy, who acknowledged himself/herself to be the Authorized Signatory of VCK Realty LLC, a Delaware limited liability company, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as the Authorized Signatory of VCK Realty LLC, a Delaware limited liability company.

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

*[Handwritten signature: Norma Cosentino]*  
NOTARY PUBLIC

My Commission Expires: 4/2/2020



ATTORNEY CERTIFICATION

This is to certify that the within instrument was prepared by or under the supervisor of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

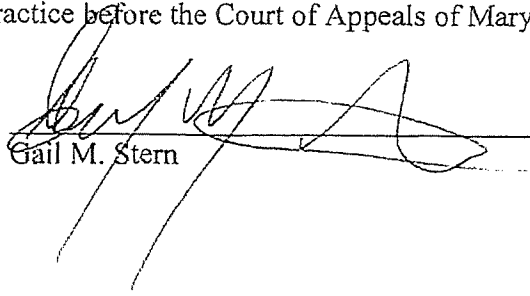
  
Gail M. Stern

EXHIBIT A  
SCHEDULE OF COMMON FACILITIES  
EXPENSE ALLOCATIONS

<u>LOT</u>	<u>CURRENT OWNER</u>	<u>ADMINISTRATIVE EXPENSES (1)</u>	<u>ALL OTHER EXPENSES (2)</u>
1-A	Cross Keys Condominium I	10.68%	9.55%
1-E	Dunn's Grove Condominium	13.74%	12.28%
1-Q	Fallswood I Condominium	8.83%	7.89%
1-R	Fallswood II Condominium	7.20%	6.43%
1-E1	Goodlow House Condominium	5.45%	4.87%
1-Q1	Hamill Court Condominium	4.36%	3.89%
1-N	Harper House Condominium	21.15%	18.90%
1-G	Roland Green Condominium	1.74%	1.56%
1-E3	Roland Mews Condominium	1.85%	1.66%
2-B	Shazalina Hospitality Corp.	0.00%	7.97%
1-S	VCK Realty LLC	9.60%	9.60%
1-J1	VCK Realty LLC	1.20%	1.20%
1-T	VCK Realty LLC	1.20%	1.20%
2-A	VCK Realty LI.C	13.00%	13.00%
1-F	CKMC	0.00%	0.00%
1-J	CKMC	0.00%	0.00%
1-S	CKMC	0.00%	0.00%
1-C	CKMC	0.00%	0.00%
	TOTAL	100.00%	100.00%



1. Shazalina Hospitality Corporation does not fund any portion of the CKMC administrative expenses, including management fees. All administrative expenses are shared proportionately by all other Lot Owners.
2. All other expenses are shared proportionately by all Lot Owners, including Shazalina Hospitality Corporation.

EXHIBIT B  
SCHEDULE OF RECREATIONAL FACILITIES  
EXPENSE ALLOCATIONS

<u>LOT</u>	<u>CURRENT OWNER</u>	<u>PERCENTAGE OF EXPENSES</u>
1-A	Cross Keys Condominium I	14.24%
1-E	Dunn's Grove Condominium	18.31%
1-Q	Fallswood I Condominium	11.77%
1-R	Fallswood II Condominium	9.59%
1-E1	Goodlow House Condominium	7.27%
1-Q1	Hamill Court Condominium	5.82%
1-N	Harper House Condominium	28.20%
1-G	Roland Green Condominium	2.33%
1-E3	Roland Mews Condominium	2.47%
2-B	Shazalina Hospitality Corp.	0.00%
1-S	VCK Realty LLC	0.00%
1-J1	VCK Realty LLC	0.00%
1-T	VCK Realty LLC	0.00%
2-A	VCK Realty LLC	0.00%
1-F	CKMC	0.00%
1-J	CKMC	0.00%
1-H	CKMC	0.00%
1-C	CKMC	<u>0.00%</u>
	TOTAL	100.00%

4778-E <sup>Mbe</sup>

LR - Amendment 75.00  
 Recording Fee  
 Name: CROSS KEYS  
 MAINTENANCE  
 CORP/COUNCIL UNIT  
 Ref: CROSS KEYS  
 CONDOMINIUM  
 LR - Amendment  
 Surcharge 40.00  
 Subtotal: 115.00  
 Total: 230.00  
 09/04/2019 10:25  
 CC24-TB  
 #12655801 C0601 -  
 Baltimore City  
 Mitchell/CC08.01.06 -  
 Register 06

PREINCORPORATION AGREEMENT

THIS PREINCORPORATION AGREEMENT (this "Agreement") made this 30<sup>th</sup> day of September, 1981, by and among THE VILLAGE OF CROSS KEYS, INCORPORATED, a corporation organized and existing under the laws of Maryland ("VCKI"), having an address at c/o Frederick W. Glassberg, The Rouse Company Building, Columbia, Maryland 21044; THE COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, a condominium regime established pursuant to that certain condominium master deed, dated the 27th day of October, 1971, and recorded among the Land Records of Baltimore City, in Liber 2852, folios 41, et seq., having an address at c/o Mr. Arthur Weiner, Suite 221, The Quadrangle, Village of Cross Keys, Baltimore, Maryland 21210, SHELTER CORPORATION OF CANADA, LIMITED, a corporation organized and existing under the laws of Canada ("Shelter"), having an address at 9050 Red Branch Road, Suite K, Columbia, Maryland 21045, and VILLAGE PROPERTIES OF CROSS KEYS, INC., a corporation organized and existing under the laws of Maryland ("Village Properties"), having an address at 9050 Red Branch Road, Suite K, Columbia, Maryland 21045 (hereinafter, the parties shall be collectively known as the "Sponsors");

WHEREAS, the Sponsors are Lot Owners within the Cross Keys Tract, as those terms are defined in that certain Deed of Declaration and Agreement, dated September 25, 1970, and recorded among the Land Records of Baltimore City, Maryland, in Liber R.H.B. No. 2717, folios 585, et seq. (the "Village Maintenance Declaration"); and

WHEREAS, the Village Maintenance Declaration provides that, upon the written request of any three (3) Lot Owners, there be

responsible for the maintenance and operation of the Common Facilities and Recreational Facilities within the Cross Keys Tract (the "Maintenance Corporation"), all as more particularly defined and described in the Village Maintenance Declaration; and

WHEREAS, the Sponsors agree it is in their mutual best interest to form the Maintenance Corporation in the manner contemplated by Section 8 of the Village Maintenance Declaration; and

WHEREAS, prior to the incorporation of the Maintenance Corporation, the Sponsors wish to express their mutual assent to certain aspects of the structure and operation of the Maintenance Corporation; and

WHEREAS, VCKI, as a Lot Owner, agrees to execute a request for the formation of the Maintenance Corporation upon the express condition that the Maintenance Corporation adopt a declaration and agreement of maintenance specification and enter into a lease as more particularly described in Paragraph 6 herein.

NOW, THEREFORE, WITNESSETH, That in consideration of One Dollar (\$1.00), the premises and other good and valuable consideration, the receipt and adequacy of which are mutually acknowledged, the Sponsors, as Lot Owners under the Village Maintenance Declaration, irrevocably agree and covenant as follows:

1. Capitalized terms used herein shall have the meaning attributed to them in the Village Maintenance Declaration unless specifically defined herein or the context indicates otherwise. The premises of this Agreement shall be a part

2. The formation of the Maintenance Corporation shall be requested by signing an instrument to that effect in the form or substantially in the form attached hereto as Exhibit A.

3. The Maintenance Corporation shall be incorporated in the name of "Cross Keys Maintenance Corporation" pursuant to the laws of the State of Delaware by way of filing the Certificate of Incorporation in the form or substantially in the form attached hereto as Exhibit B. The formation of Maintenance Corporation pursuant to such Certificate of Incorporation is hereby deemed to comply with the terms of the Village Maintenance Declaration and, more particularly, paragraphs 8 and 9 thereof.

4. Immediately prior to the incorporation of the Maintenance Corporation, the Sponsors shall procure the following insurance, to the extent available and at the expense of the Maintenance Corporation:

(a) Public Liability Insurance insuring the Corporation, each Officer, Director, employee, or agent thereof against liability for bodily injury, death, or property damage arising out of the use of any of the Common Facilities or Recreation Facilities with limits of coverage in respect to bodily injury or death of not less than \$1,000,000.00 for any one person and not less than \$2,000,000.00 for any one occurrence and with respect to property damage of not less than \$500,000.00 for any one occurrence;

(b) Workman's Compensation Insurance affording at least such coverage of the Corporation, and its Directors, Officers, employees and agents as required by applicable law;

(c) Officers' and Directors' Liability Insurance for any person, who is or was a Director, Officer or employee of the Corporation, insuring same against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power or would be required to indemnify him against the liability; and

(d) Casualty or Physical Damage Insurance for the Village Club or any other improvement deemed to be part of the Common Facilities or Recreational Facilities in an amount equal to the full replacement value of all such insurable improvements.

5. Pursuant to the first paragraph of Section 9 of the Village Maintenance Declaration, each of the Sponsors shall elect a Director with respect to each Lot owned or a number of Directors not to exceed the total number of Lots owned, if said Sponsor owns more than one (1) Lot, who shall participate in the due organization of the Maintenance Corporation and vote for the initial adoption of the By-Laws of the Maintenance Corporation in the form or substantially in the form attached hereto as Exhibit C. It is agreed and understood that any Sponsor electing more than one (1) Director shall designate the Lot or Lots that each Director is representing and that any Sponsor owning more than one (1) Lot may, if desired, elect one (1) Director for all Lots owned who shall have the full power and authority to cast the total number of votes attributable to those Lots. It is intended by the Sponsors that they shall elect as Directors those persons listed on Exhibit D. Any other Lot Owner may elect a Director in the same manner as the Sponsors.

6. Upon the incorporation of the Maintenance Corporation, the Maintenance Corporation shall (i) adopt forthwith a declaration and agreement of maintenance specification in the form or substantially in the form attached hereto as Exhibit E (the "Maintenance Specification"), (ii) enter forthwith into a lease agreement with VCKI in the form or substantially in the form attached hereto as Exhibit F (the "Gate House Lease"), and (iii) take no action after the Maintenance Specification has been adopted and the Gate House Lease has been entered into which would have an adverse effect upon any of the terms provisions, standards and/or covenants contained therein.

7. The initial Assessed Valuation (full cash value) and the number of Units for each Lot owned by Members within the Cross Keys Tract is set forth on Exhibit G attached hereto.

8. Upon the incorporation of Maintenance Corporation and at all times thereafter, each of the Sponsors shall do all things necessary and proper to cause Maintenance Corporation to adopt and comply with the Maintenance Specification and to enter into and keep in effect the Gate House Lease as set forth in Paragraph 6 above.

9. Upon the incorporation of Maintenance Corporation and until the Corporation's organizational meeting, Columbia Residential Management, Inc., shall be retained to perform all of Maintenance Corporation's liabilities and obligations in connection with the maintenance and operation of the Common and Recreational Facilities within the Cross Keys Tract, all as more particularly defined and described in the Village Maintenance Declaration. It is agreed and understood that the cost of the services provided by Columbia Residential Management, Inc., shall be paid by Maintenance Corporation and constitute an expense of the Corporation.



10. The Common Facilities over which Maintenance Corporation will have maintenance responsibilities include certain parts of the roads servicing the Lots. From time to time, a Lot Owner may determine that it is necessary or appropriate to close temporarily or to relocate permanently a road which runs through its Lot. The parties hereby consent to the temporary closing or permanent relocation by any Lot Owner of a road which is a part of the Common Facilities on the conditions that (i) the temporary closing or permanent relocation will not prevent any Lot from having alternate access to a public road at all times, (ii) any such relocated road shall have equivalent width (subject to the doctrine of De Minimis) and equivalent capacity, (iii) no road may be closed until an alternate road shall be constructed and opened, (iv) any such relocated road shall become part of the Common Facilities and shall be a connective link in the interior road system of the Village of Cross Keys so that each Lot has access to every other Lot, (v) the costs of construction shall be borne by the Lot Owner effectuating any such temporary road closing or permanent relocation and (vi) any Lot Owner may unilaterally waive the benefits derived by it with respect to the foregoing provisions. With respect to the implementation of the foregoing, the parties agree to execute whatever confirmatory instruments that may be reasonably necessary, including, without limitation, amendments to the Village Maintenance Declaration.

11. Damages would be inadequate to compensate any party for a breach of the terms and conditions hereof by any other party. Accordingly, it is agreed that, in the event of any such breach, the party adversely affected thereby may obtain an

injunction or decree for specific performance in order to provide it with an adequate remedy with respect to such breach.

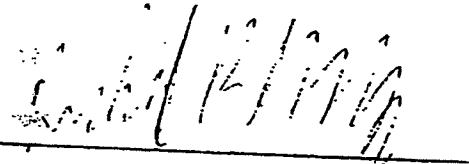
12. The provisions of this Agreement shall survive the formation of the Maintenance Corporation and shall be binding upon the successors and assigns of the parties hereto, including, without limitation, any condominium regime hereafter created in the Village of Cross Keys by either Shelter or Village Properties, or their respective successors or assigns.

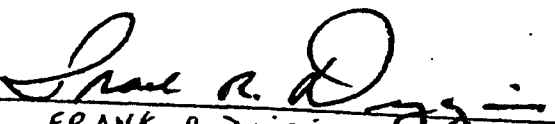
13. The terms and provisions of this Agreement shall be interpreted under the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officer or agents, have executed this Agreement as of the date first-above written.

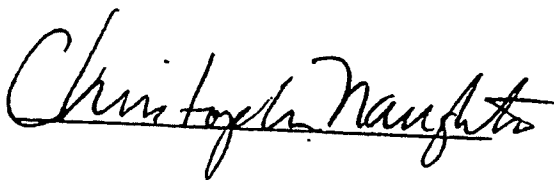
WITNESS or ATTEST:

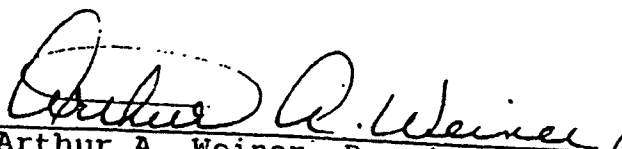
VILLAGE OF CROSS KEYS, INCORPORATED

  
Assistant Secretary

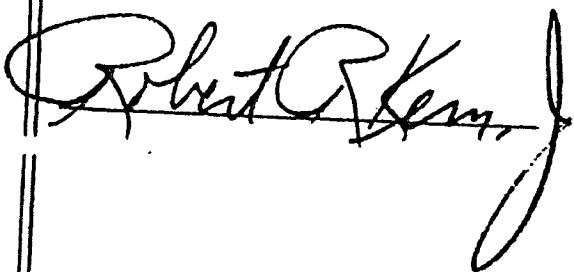
By  (SEAL)  
FRANK R. DIGEINS, VICE PRESIDENT


COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1



By  (SEAL)  
Arthur A. Weiner, President

SHELTER CORPORATION OF CANADA, LIMITED



By  (SEAL)  
Earl G. Glover, Vice-President

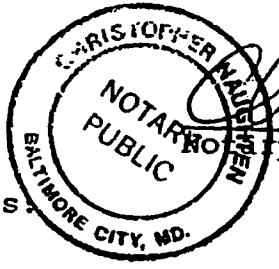
VILLAGE PROPERTIES OF  
CROSS KEYS, INC.

Robert R. Key BY Earl G. Glover (SEAL)  
Earl G. Glover, President

STATE OF MARYLAND, Baltimore City COUNTY to wit:

I HEREBY CERTIFY that on this 2nd day of October, 1981, before me, a Notary Public for the State of Maryland, personally appeared Frank R. Duggan known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of THE VILLAGE OF CROSS KEYS, INCORPORATED, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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



Christopher Naughton  
Notary Public

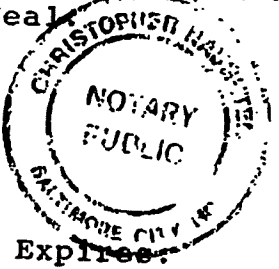
My Commission Expires:

July 1, 1982

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of October, 1981, before me, a Notary Public for the State of Maryland, personally appeared Arthur A. Weiner known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of the COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, a condominium regime organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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



Christopher Naughton  
Notary Public

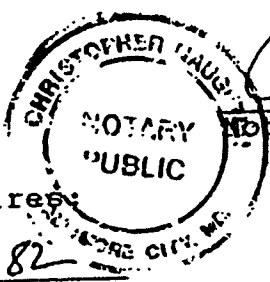
My Commission Expires:

July 1, 1982

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1<sup>st</sup> day of October, 1981, before me, a Notary Public for the State of Maryland, personally appeared Earl G. Glover known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice-President of the SHELTER CORPORATION OF CANADA, LIMITED, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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



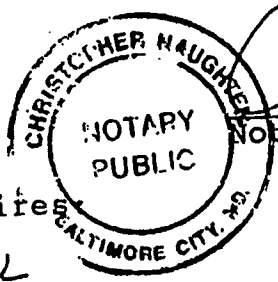
Christopher Naughton  
Notary Public

My Commission Expires  
July 1, 1982

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1<sup>st</sup> day of October, 1981, before me, a Notary Public for the State of Maryland, personally appeared Earl G. Glover known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of the VILLAGE PROPERTIES OF CROSS KEYS, INC., a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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



Christopher Naughton  
Notary Public

My Commission Expires  
July 1, 1982

EXHIBIT A

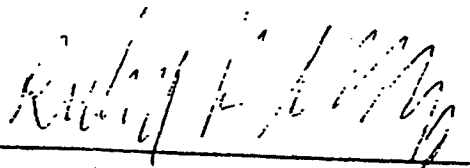
REQUEST FOR FORMATION OF  
MAINTENANCE CORPORATION

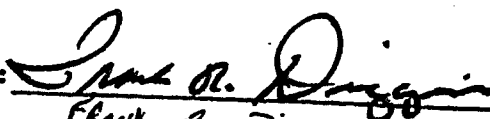
As of this 30<sup>th</sup> day of September, 1981, THE VILLAGE OF CROSS KEYS, INCORPORATED, the COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, SHELTER CORPORATION OF CANADA, LIMITED, and VILLAGE PROPERTIES OF CROSS KEYS, INC., as four Lot Owners in the Cross Keys Tract, as such terms are defined in that certain Deed of Declaration and Agreement, dated September 25, 1970, and recorded among the Land Records of Baltimore City, Maryland, in Liber R.H.B. No. 2717, folios 585, et seq. (the "Village Maintenance Declaration"), hereby irrevocably request the establishment of a Maintenance Corporation, as provided for in Section 8 of the Village Maintenance Declaration; to operate and maintain the Common and Recreational Facilities, as those terms are defined in the Village Maintenance Declaration. The establishment and formation of a Maintenance Corporation affects all Lots shown on the 21st Amended Subdivision Plat of Village of Cross Keys, recorded among the Land Records of Baltimore City in Pocket Folder No. 2744.

This request shall be delivered to Equitable Life Insurance Company of Iowa, Phoenix Mutual Life Insurance Company and the Council of Unit Owners of Harper House Condominium, as the only other Lot Owners, as of this date, in the Cross Keys Tract, or upon the request of any such Lot Owner, to such Lot Owner's designated agent.

WITNESS OR ATTEST:

THE VILLAGE OF CROSS KEYS,  
INCORPORATED

  
Assistant Secretary

By:  (SEAL)  
FRANK R. DIGGINS, VICE PRES

COUNCIL OF UNIT OWNERS OF CROSS  
KEYS CONDOMINIUM NO. 1

Christopher Naughton By: Arthur A. Weiner (SEAL)  
Arthur A. Weiner

SHELTER CORPORATION OF CANADA  
LIMITED

Robert Q. Kemp By: Earl G. Glover (SEAL)  
Earl G. Glover, Vice-President

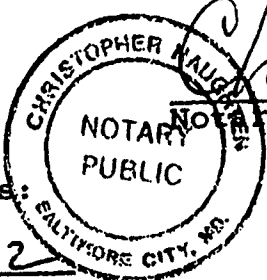
VILLAGE PROPERTIES OF  
CROSS KEYS, INC.

Robert Q. Kemp By: Earl G. Glover (SEAL)  
Earl G. Glover, President

STATE OF MARYLAND, Baltimore City COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of October 1981,  
before me, a Notary Public for the State of Maryland,  
personally appeared Frank R. Driggs known to  
me or satisfactorily proven to be the person whose name is  
subscribed to the foregoing instrument, who acknowledged that  
he is the Vice-President of THE VILLAGE OF CROSS KEYS,  
INCORPORATED, a corporation organized and existing under the  
law of Maryland, that he has been duly authorized to execute,  
and has executed, the foregoing instrument on behalf of the  
said entity for the purposes therein set forth, and that the  
same is its act and deed.

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



Christopher Naughton  
Notary Public

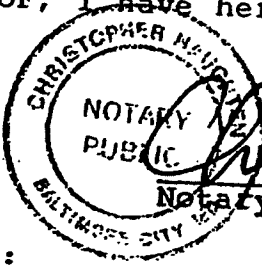
My Commission Expires:

July 1, 1982

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1<sup>ST</sup> day of October 1981, before me, a Notary Public for the State of Maryland, personally appeared Arthur A. Weiner known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of the COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, a condominium regime organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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



Christopher Naughton  
Notary Public

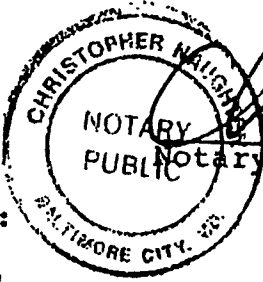
My Commission Expires:

July 1, 1982

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1<sup>ST</sup> day of October 1981, before me, a Notary Public for the State of Maryland, personally appeared Earl G. Glover known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice-President of the SHELTER CORPORATION OF CANADA, LIMITED, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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



Christopher Naughton  
Notary Public

My Commission Expires:

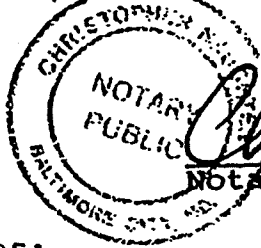
July 1, 1982



STATE OF MARYLAND, ~~Chesapeake~~ Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1<sup>st</sup> day of October 1981, before me, a Notary Public for the State of Maryland, personally appeared Earl G. Glover known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of the VILLAGE PROPERTIES OF CROSS KEYS, INC., a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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



Christopher Naughton  
Notary Public

My Commission Expires:

July 1, 1982

CERTIFICATE OF INCORPORATION  
of  
CROSS KEYS MAINTENANCE CORPORATION  
\* \* \* \* \*

I, THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, do hereby certify as follows:

FIRST: The name of the corporation is  
CROSS KEYS MAINTENANCE CORPORATION

SECOND: The registered office of the Corporation is to be located at 306 South State Street, in the City of Dover, in the County of Kent, in the State of Delaware. The name of its registered agent at that address is the United States Corporation Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

Without limiting in any manner the scope and generality of the foregoing, it is hereby provided that the Corporation shall have the power to own, maintain, operate and equip the Common Facilities and Recreational Facilities of the development known as The Village of Cross Keys, in Baltimore, Maryland, and to do all and everything necessary, suitable and proper for the accomplishment of such purpose.

FOURTH: The Corporation shall not have any capital stock. The conditions of Membership shall be as provided for and stated in the By-Laws of the Corporation.

FIFTH: The name and address of the sole incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
George P. Barker	Suite 812, American City Building Columbia, Maryland 21044

SIXTH: The names and addresses of those persons who are to serve as Directors until the first annual meet-

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1051X

ing of the Members or until their successors are elected  
and qualify are:

<u>NAME</u>	<u>ADDRESS</u>
Earl G. Glover	Suite K, 9050 Red Branch Road Columbia, Maryland 21045
Gerald Ryan	Suite K, 9050 Red Branch Road Columbia, Maryland 21045
Arthur A. Weiner	Suite 221 The Quadrangle Village of Cross Keys Baltimore, Maryland 21210
Richard R. Goldberg	The Rouse Company Building Columbia, Maryland 21044
Ronald C. Wickwire	The Rouse Company Building Columbia, Maryland 21044
Francis R. Diggins	The Gate House Village of Cross Keys Baltimore, Maryland 21210

SEVENTH: The following provisions are inserted for  
the management of the business and for the conduct of the  
affairs of the Corporation, and for further definition,  
limitation and regulation of the powers of the Corporation and  
of its Directors and Members:

1. The following terms shall have the meanings  
specified hereinbelow, unless the context otherwise clearly  
requires:

(a) "Apartment Unit" shall refer to and include  
a room or set of rooms (including a condominium) equipped with  
housekeeping facilities and used as a place of residence. For  
this purpose (3) Hotel Units shall count as one (1) Apartment  
Unit.

(b) "Assessed Valuation" shall mean the full cash  
value of the Property owned (or represented) by a Member, as  
determined for Maryland State and Baltimore City real property  
tax purposes by the appropriate assessing officials of the  
Maryland State Department of Assessments and Taxation (or such  
other agency as may be the assessing official for real property  
located in Baltimore City, Maryland). The By-Laws of the Cor-  
poration shall provide for the procedures pursuant to which  
Assessed Valuation shall be established for the purposes of  
determining the number of votes that each Director or Member is  
entitled to cast at any point in time.

(c) "Deed of Declaration" shall mean that certain Deed of Declaration and Agreement, dated as of September 25 1970, and recorded in the Land Records of Baltimore City at Liber R.H.B. No. 2717, Folio 585, as amended from time to time.

(d) "Hotel" shall mean an establishment that provides lodging, meals, entertainment and personal services to the public, and the term "Hotel Unit" shall mean an individual room or group of rooms rented as a unit used for temporary lodging by the public.

(e) "Lot" shall mean a lot as designated in the development described in the Plat, other than a lot owned by the Corporation.

(f) "Plat" shall mean the subdivision plat recorded on December 19, 1980 among the Land Records for Baltimore City, Maryland in Pocket Folder RHB 2744, which describes a development known as The Village of Cross Keys, Baltimore, Maryland, as such Plat may be amended from time to time.

(g) "Property" shall mean the entire vested fee simple interest in all of the Lots owned by a Member.

(h) "Common Facilities" shall mean roads, street lights, street name signs, traffic control signs, water mains, sanitary sewer mains, storm sewer mains, the "Gate House" and its accompanying facilities and all other gates and/or exits for vehicular and/or pedestrian traffic from the Cross Keys Tract, walkways throughout the Cross Keys Tract for pedestrian traffic, and such other items as may be designated from time to time as "Common Facilities" in the Deed of Declaration.

(i) "Recreational Facilities" shall mean all recreational clubs, facilities for swimming, sun bathing, tennis, locker rooms and light refreshments, and such other items as shall be designated from time to time as "Recreational Facilities" in the Deed of Declaration.

2. Except as expressly set forth in this Certificate, the By-laws of the Corporation, or as required by law, all activities and affairs of the Corporation shall be managed solely by its Board of Directors.

3. The number of Directors shall not exceed the number of Lots. If a Member owns more than one (1) Lot, he may elect a number of Directors which shall not exceed the number of Lots owned by such Member. Any such Director may represent one (1) or more of the Lots owned by such Member. Any Member electing more than one (1) Director shall designate the Lot or

lots that each Director elected by him is representing. The Directors need not be members unless so required by the By-Laws.

4. Except in the case of an election for the purpose of filling a vacancy, all elections of Directors shall be made at the annual meeting of the Corporation to be held on such date as the By-Laws may provide. Each Director shall hold office at the pleasure of, and may be removed and replaced by, the Member that elected him.

5. A Member may elect up to two (2) Alternate Directors for each Director appointed by that Member. An Alternate Director may act as a Director when he is present at a meeting at which the Director for whom he is an alternate is not present. An Alternate Director may execute a written consent of directors upon the receipt of notice by the Corporation from the Member appointing such Alternate Director that the Director for whom he is an alternate is not available. Alternate Directors shall be elected and removed and replaced in the same manner as Directors. This provision for Alternate Directors is included so that Members will not have to be constantly removing and selecting Directors on the basis of availability for a meeting or other corporate action.

6. The number of Directors necessary to constitute a quorum shall be that number of Directors who, collectively, are entitled to cast a majority of the total number of votes entitled to be cast by all of the Directors of the Corporation.

7. Wherever this Certificate of Incorporation, the By-Laws, or applicable law, require a vote or action by the Board of Directors, or whenever it is necessary for the Board of Directors to act on a matter, two-thirds of the votes present at a meeting at which a quorum is present shall be necessary to constitute the action of the Board of Directors and shall be necessary to govern all business and affairs of the Corporation, except as may be otherwise specifically provided by law, by this Certificate of Incorporation or by the By-Laws.

8. Except with respect to matters relating solely and exclusively to Recreational Facilities, on all matters with respect to which consent or approval of the Board of Directors is required, each Director entitled to vote shall be entitled to cast one vote for each One Dollar (\$1.00) of Assessed Valuation upon the Property owned by the Member who elected that Director. With respect to matters relating solely and exclusively to Recreational Facilities, each Director shall be entitled to cast one vote for each Apartment Unit upon the Property owned by the Member who elected that Director.

9. Except in the case of the appointment of Directors, on all matters with respect to which the consent or approval of the Members is required, the total number of votes entitled to be cast by all Members shall be equal to the total number of Dollars of Assessed Valuation upon the Properties of all Members, and each Member shall be entitled to cast one vote for each Dollar of Assessed Valuation upon the Property owned by that Member.

10. The unanimous vote of all Members shall be required to authorize the transfer of all or substantially all of the property and assets of the Corporation, the dissolution of the Corporation, or the merger of the Corporation with or into any other corporation.

11. The provisions of this Certificate of Incorporation and of the By-Laws of the Corporation may be altered, amended, changed, added to or repealed only upon the vote of the Members having at least eighty percent (80%) of the votes of all Members entitled to be cast on such matter; provided that no amendment to this Certificate having the effect of altering, amending, changing, adding to, or repealing the provisions of Paragraph 10 and this Paragraph 11 of this Article SEVENTH, shall be made without the unanimous vote of all Members.

12. The Board of Directors may, by resolution or resolutions, designate one or more committees, consisting of two or more Directors of the Corporation to review any matter directed by the Board of Directors and to make recommendations to the Board for action.

13. The Board of Directors may elect such officers as the By-Laws may specify, who shall, subject to the provisions of the General Corporation Law of the State of Delaware, have such titles and exercise such duties as the By-Laws may provide.

14. The Corporation may, in its By-Laws, confer power upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by the General Corporation Law of Delaware; provided that the Board of Directors shall not exercise any powers of authority conferred herein or by statute upon the Members.

EIGHTH: The Corporation shall, to the fullest extent required or permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

NINTH: Meetings of the Members and of the Board of Directors may be held without the State of Delaware. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be from time to time designated by the Board of Directors.

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TENTH: The Corporation reserves the right to amend, alter, change or repeal, as set out above, any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on Members, Directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the 30<sup>th</sup> day of September, 1981.

  
George P. Barker,  
Sole Incorporator

BY-LAWS  
OF  
CROSS KEYS MAINTENANCE CORPORATION

ARTICLE I

DEFINITIONS

Section 1. The following terms shall have the meanings specified hereinbelow, unless the context otherwise clearly requires:

(a) "Apartment Unit" shall refer to and include a room or set of rooms (including a condominium) equipped with housekeeping facilities and used as a place of residence. For this purpose (3) Hotel Units shall count as one (1) Apartment Unit.

(b) "Assessed Valuation" shall mean the full cash value of the Property owned by a Member, as determined for Maryland State and Baltimore City real property tax purposes by the appropriate assessing officials of the Maryland State Department of Assessments and Taxation (or such other agency as may be the assessing official for real property located in Baltimore City, Maryland). The procedures pursuant to which Assessed Valuation shall be established for the purposes of determining the number of votes that each Director or Member is entitled to cast at any point in time are provided for in Section 6 of Article VII of these By-Laws.



(c) "Deed of Declaration" shall mean that certain Deed of Declaration and Agreement, dated as of September 25, 1970, and recorded in the Land Records of Baltimore City at Liber R.H.B. No. 2717, Folio 585, as amended from time to time.

(d) "Hotel" shall mean an establishment that provides lodging, meals, entertainment and personal services to the public, and the term "Hotel Unit" shall mean an individual room or group of rooms rented as a unit used for temporary lodging by the public.

(e) "Lot" shall mean a lot as designated in the development described in the Plat, other than a lot owned by the Corporation.

(f) "Lot Owner" shall mean (i) with respect to any Lot which does not have any condominium regime located thereon, the Person in which is vested or becomes vested a fee simple estate in such Lot, and (ii) with respect to any Lot upon which a condominium regime is located, the Council of Unit Owners (or comparable entity) of said condominium regime. For purposes of these By-Laws and of the Certificate of Incorporation, each Council of Unit Owners (or comparable entity) shall be deemed to own the Lot or Property described in its respective Declaration or Master Deed which created that particular condominium regime.

(g) "Member" shall mean a Person who is a Lot Owner.

(h) "Person" shall mean any person, firm, partnership, proprietorship, or other legal entity.

(i) "Plat" shall mean the subdivision plat filed on December 19, 1980 among the Land Records for Baltimore City, Maryland in Pocket Folder RHB 2744, which describes a development known as The Village of Cross Keys, Baltimore, Maryland, as such Plat may be amended from time to time.

(j) "Property" shall mean the entire vested fee simple interest in all of the Lots owned (or represented) by a Member.

(k) "Common Facilities" shall mean roads, street lights, street name signs, traffic control signs, water mains, sanitary sewer mains, storm sewer mains, the "Gate House" and its accompanying facilities and all other gates and/or exits for vehicular and/or pedestrian traffic from the Cross Keys Tract, walkways throughout the Cross Keys Tract for pedestrian traffic, and such other items as may be designated from time to time as "Common Facilities" in the Deed of Declaration.

(l) "Recreational Facilities" shall mean all recreational clubs, facilities for swimming, sun bathing, tennis, locker rooms and light refreshments, and such other items as shall be designated from time to time as "Recreational Facilities" in the Deed of Declaration.

## ARTICLE II

### OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be established and maintained at the office of the United States Corporation Company, in the City of Dover, in the County of Kent, in the State of Delaware, and said corporation shall be the registered agent of this Corporation in charge thereof.

Section 2. Other Offices. The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time appoint or the business of the Corporation may require.

## ARTICLE III

### MEMBERS

Section 1. Conditions of Membership. The Corporation shall have one class of Members, and each Lot Owner, as defined in Section 1, Article I hereof, shall be a Member. Members of the Corporation shall have the rights, duties and obligations as set forth in the General Corporation Law of Delaware, the Certificate of Incorporation and these By-Laws.

Section 2. Annual Meeting. The first annual meeting of the Members shall be held as soon as practicable after the first meeting of Directors following the filing of the Certificate of Incorporation. Thereafter,

the annual meeting of the Members of the Corporation shall be held each year during the third month after the close of the Corporation's fiscal year, on a day to be duly designated by the Board of Directors, for the purpose of electing Directors and for the transaction of any other corporate business as may come before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called, at any time and for any purpose or purposes, by the President, by a Vice President, or by the Board of Directors. Special meetings of the Members shall be called forthwith by the President, by a Vice President, by the Secretary, or by any Director of the Corporation, (a) when requested in writing by any Member in accordance with Article IV, Section 3 or Section 4 of these By-Laws or (b) at any time, upon the request in writing of those Members who, collectively, are entitled to cast a majority of the total number of votes entitled to be cast by all Members of record; provided, that no such special meeting shall be called to consider any matter which is substantially the same as a matter voted on at any special meeting of the Members held during the preceding twelve (12) months, unless requested by two-thirds (2/3) of the Members of the Corporation. In any case in which a special meeting is called by written request of the Members, such request shall state the purpose or purposes of the meeting. Business transacted at all

special meetings of Members shall be confined to the purpose or purposes stated in the notice of the meeting.

Section 4. Place of Holding Meetings. All meetings of Members shall be held at the principal business office of the Corporation, or elsewhere in the United States as may be designated by the Board of Directors.

Section 5. Notice of Meetings. Written notice of each meeting of the Members shall be mailed, postage prepaid, by the Secretary, to each Member at his post office address, as it appears upon the books of the Corporation, not less than ten (10) nor more than sixty (60) days before the meeting. Each such notice shall state the place, day, and hour at which the meeting is to be held and, in the case of any special meeting, shall state briefly the purpose or purposes thereof.

Section 6. Quorum. The presence in person or by proxy of those Members who, collectively, are entitled to cast a majority of the total number of votes entitled to be cast by all Members of record shall constitute a quorum at all meetings of the Members, except as may be otherwise specifically provided by law, by the Certificate of Incorporation of the Corporation or by these By-Laws. Notwithstanding the preceding sentence, the presence in person or by proxy of any Member shall constitute a quorum at any special meeting of the Members held solely for the purpose of removing the Director elected by that Member,

or filling a vacancy in the Board of Directors created by the death, disability, resignation or removal of the Director elected by that Member. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time by a majority vote of the Members present or represented, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been held as originally called.

Section 7. Conduct of Meetings. Meetings of Members shall be presided over by the President of the Corporation or, if he is not present, by a Vice President, or, if none of said Officers is present, by a chairman to be elected at the meeting. The Secretary of the Corporation, or if he is not present, any Assistant Secretary shall act as secretary of such meetings; in the absence of the Secretary and any Assistant Secretary, the presiding officer may appoint a person to act as secretary of the meeting.

Section 8. Voting.

A. At all meetings of Members, every Member entitled to vote thereat shall have one (1) vote for each One Dollar (\$1.00) of Assessed Valuation upon the Property owned by that Member. Such vote may be cast either in person or by proxy duly appointed by an instrument in writing sub-

scribed by such Member, or his duly authorized attorney, and bearing a date not more than three (3) years prior to said meeting unless said instrument expressly provides for a longer period. Such proxy shall be dated, but need not be sealed, witnessed or acknowledged.

B. For the purpose of electing Directors, and for no other purpose, the following provisions shall govern. If a Member owns more than one (1) Lot, he may elect a number of Directors which shall not exceed the number of Lots owned by such Member. Any such Director may represent one (1) or more of the Lots owned by such Member. Any Member electing more than one (1) Director shall designate the Lot or Lots that each Director elected by him is representing. Any Director shall have the full power and authority to cast the total number of votes attributable to the Lots that he is representing. In the event an individual elected as a Director thereafter shall cease to be a Director (whether by reason of his death, disability, resignation, removal, or for any other reason whatsoever) then, in such event, the Member who had the right to nominate and elect such former Director shall have the right (to the exclusion of all other Members) to nominate and elect a Director to fill the resulting vacancy, at any annual or special meeting of Members. All other questions properly before the Members shall be decided by two-thirds of the votes cast at a duly constituted meeting, except as may be otherwise specifically provided by law, by the Certificate of Incorporation of the Corporation or

by these By-laws. If the Chairman of the meeting shall so determine, a vote by ballot may be taken upon any election or matter; a vote by ballot also shall be taken upon the request of those Members entitled to cast at least ten percent of the votes present at the meeting on such election or matter. The Chairman may appoint one or more tellers of election. In such event, the proxies and ballots shall be held by the tellers, and all questions as to the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the tellers. If no teller is appointed, the foregoing duties shall be performed by the Chairman.

Section 9. Informal Action by Members. The Members have the right to make use of the unanimous consent procedure set forth in Section 228(b) of the General Corporation Law of Delaware, as from time to time amended, whenever they so desire.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. General Powers. The property and all business and affairs of the Corporation shall be managed under the direction of the Board of Directors of the Corporation. The Board of Directors shall exercise all of the powers of the Corporation except such as are by law or by the Certificate of Incorporation of the Corporation or by these By-laws expressly conferred upon or reserved to the Members.



Section 2. Number and Term of Office. The number of Directors shall not exceed the number of Lots. Directors need not be Members. The Directors shall be elected each year at the annual meeting of Members, except as herein provided, and each Director shall serve at the pleasure of, and may be removed or replaced by, the Member that elected him.

Section 3. Filling of Vacancies. In the event of a vacancy in the Board of Directors for any reason other than an increase in the number of Members, the succeeding Director shall be nominated and elected by the Member who had the right to nominate and elect the preceding Director, in the manner provided in Article III, Section 8.B hereof. In the event of an increase in the number of Directors by reason of an increase in the number of Members, in accordance with Article IV, Section 2 of these By-Laws, the new Member shall have the right to nominate and elect the Director to fill the vacancy created by such increase, and such Director shall hold office until the next annual meeting of the Members and thereafter until his successor shall be duly elected and qualified. A Member who has the right to nominate and elect a Director to fill a vacancy in the Board of Directors shall have the right to call for a meeting of the Members at any time in order to fill such a vacancy, and, solely for the purpose of electing a Director to fill such vacancy, such meeting shall be deemed to have

a quorum if such Member is present, in person or by proxy.

Section 4. Removal of Directors. Any Director may be removed from office, with or without cause, by the Member (or successor-in-interest of such Member) who elected that Director. Such removal may be done at a duly called meeting at any time by any Member who is entitled to remove a Director from office.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held, upon not less than fourteen (14) days' notice, at such time and place as shall, from time to time, be determined by the Board. The annual meeting of the Board of Directors shall be held immediately following the annual Members' meeting at which a Board of Directors is elected. Any business may be transacted at any regular meeting of the Board.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called, at any time and for any purpose or purposes, by the President or by a Vice President. Special meetings of the Board of Directors shall be called by the President or by the Secretary upon request in writing of (i) a majority of the Board of Directors, or (ii) that number of Directors who represent a majority of the Lots, as defined in Article I, Section I hereof, or (iii) that number of Directors who, in accordance with Section 8 hereof, are entitled to cast two-thirds or more of all votes entitled to be cast by all Directors.

The Secretary shall give notice of each special meeting of the Board of Directors by mailing the same at least seven (7) days prior to the meeting, or by telegraphing the same at least three (3) days prior to the meeting, to each Director. Any and all business may be transacted at any special meeting. Any Director may, in writing, waive notice of the time, place and objects of any special meeting. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement at the adjourned meeting.

Section 7. Place of Meeting and Offices. The Board of Directors may hold its meetings, have one or more offices, and keep the books of the Corporation at such place or places, either within or without the State of Delaware, as the Board may, from time to time, determine.

Section 8. Quorum and Voting.

A. The number of Directors necessary to constitute a quorum shall be that number of Directors who, collectively, are entitled to cast a majority of the total number of votes entitled to be cast by all of the Directors of the Corporation. Wherever these By-Laws, the Certificate of Incorporation or applicable law, require a vote or action by the Board of Directors, or whenever it is necessary for the Board of Directors to act on a matter, two-

thirds of the votes present at a meeting at which a quorum is present shall be necessary to constitute the action of the Board of Directors and shall be necessary to govern all business and affairs of the Corporation, except as may be otherwise specifically required by law.

B. Except with respect to matters relating solely and exclusively to Recreational Facilities, on all matters with respect to which consent or approval of the Board of Directors is required, each Director entitled to vote shall be entitled to cast one vote for each One Dollar (\$1.00) of Assessed Valuation upon the Property owned by the Member who elected that Director. With respect to matters relating solely and exclusively to Recreational Facilities, each Director shall be entitled to cast one vote for each Apartment Unit upon the Property owned by the Member who elected that Director.

C. If at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting.

Section 9. Compensation of Directors. Directors shall not receive any stated salary for their services as such, and shall not be entitled to receive from the Corporation reimbursement of the expenses incurred by him in attending any regular or special meeting of the Board, or of committees thereof. By resolution of the Board of Directors, a fixed sum may be allowed for attendance at

each regular or special meeting of the Board, or of committees thereof, and such compensation shall be payable whether or not an adjournment be had because of the absence of a quorum. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 10. Committees. The Board of Directors may, in its discretion, designate by resolution one or more committees, consisting of two or more Directors of the Corporation, to review any matter directed by the Board of Directors and to make recommendations to the Board of Directors, for action on said matters.

Section 11. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors thereof may be taken without a meeting pursuant to the provisions of Section 141(f) of the General Corporation Law of Delaware, as from time to time amended.

Section 12. Alternate Directors. Members may elect up to two (2) Alternate Directors for each Director appointed by that Member. An Alternate Director may act as a Director when he is present at a meeting at which the Director for whom he is an alternate is not present. An Alternate Director may execute a written consent of

directors upon the receipt of notice by the Corporation from the Member appointing such Alternate Director that the Director for whom he is an alternate is not available. Alternate Directors shall be elected and removed and replaced in the same manner as Directors. This provision for Alternate Directors is included so that Members will not have to be constantly removing and electing Directors on the basis of availability for a meeting or other corporate action:

#### ARTICLE V

##### OFFICERS

Section 1. Election, Tenure, and Compensation. The Officers of the Corporation shall be a President, a Secretary, and a Treasurer, and such other Officers--e.g., one or more Vice Presidents, one or more Assistant Secretaries or Treasurers--as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the Corporation. The Officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board. The President and the other Officers may, but need not be, Directors. Any two or more of the above offices, except those of President and Vice President, may be held by the same person, but no Officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or by these By-Laws to be executed,

acknowledged or verified by any two or more Officers. The compensation or salary paid all Officers of the Corporation may be fixed by resolutions adopted by the Board of Directors. Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, every Officer and agent of the Corporation shall be subject to removal at any time by the vote of the Board of Directors, and all Officers, agents, and employees shall hold office at the discretion of the Board of Directors or of the Officers appointing them.

Section 2. Powers and Duties of the President (Chairman of the Board). The President shall be the Chief Executive Officer of the Corporation and shall have general charge and control of all its business affairs and properties. He shall preside at all meetings of the Members and of the Board of Directors unless the Board of Directors shall, by vote of a quorum thereof, elect a Chairman other than the President to preside at meetings of the Board of Directors. The President may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation. He shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. The President shall be ex-officio a member of all the standing committees. He shall do and perform such other duties as may, from time to time, be assigned to him by the Board of Directors.

Section 3. Powers and Duties of the Vice President. The Board of Directors may appoint a Vice President or more than one Vice President. Any Vice President (unless otherwise provided by resolution of the Board of Directors) may sign and execute all authorized bonds, contracts, or other obligations in the name of the Corporation. Each Vice President shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or by the President. In case of the absence or disability of the President, the duties of that office shall be performed by any Vice President; the taking of any action by any Vice President in place of the President shall be conclusive evidence of the absence or disability of the President.

Section 4. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of Members and Directors and all other notices required by law or by these By-Laws; in case of his absence or refusal or neglect to do so, any such notice may be given by any person so directed by the President, or by the Directors or Members upon whose written requisition as provided in these By-Laws the meeting is called. The Secretary shall record all of the proceedings of the meetings of the Members and of the Directors in books provided for that purpose and he shall perform such other duties as may be assigned to him by the Directors or the President. When authorized by the



Board of Directors or the President, he shall attest to or witness all instruments requiring same. In general, the Secretary shall perform all the duties generally incident to the office of Secretary, subject to the control of the Board of Directors and the President.

Section 5. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation, and he shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He shall deposit all monies and other valuables in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. He shall render to the President and the Board of Directors, whenever either of them so requests, an account of all his transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall give the Corporation, at the expense of the Corporation, a fidelity bond, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Corporation in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, monies, and other properties of whatever kind in his pos-

session or under his control belonging to the Corporation. In general, the Treasurer shall perform all the duties generally incident to the office of the Treasurer, subject to the control of the Board of Directors and the President.

Section 6. Assistant Secretary. The Board of Directors or the President may appoint one or more Assistant Secretaries. Each Assistant Secretary shall have power (except as otherwise provided by resolution of the Board of Directors) to perform all duties of the Secretary in the absence or disability of the Secretary and shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the Secretary, the duties of the office shall be performed by any Assistant Secretary; the taking of any action by any Assistant Secretary in place of the Secretary shall be conclusive evidence of the absence or disability of the Secretary.

Section 7. Assistant Treasurer. The Board of Directors may appoint one or more Assistant Treasurers. Each Assistant Treasurer shall have power (except as otherwise provided by resolution of the Board of Directors) to perform all duties of the Treasurer in the absence or disability of the Treasurer and shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or the Presi-

dent. In case of the absence or disability of the Treasurer, the duties of the office shall be performed by any Assistant Treasurer; the taking of any action by any Assistant Treasurer in place of the Treasurer shall be conclusive evidence of the absence or disability of the Treasurer. Each Assistant Treasurer shall give the Corporation, at the expense of the Corporation, a fidelity bond, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Corporation in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, monies, and other properties of whatever kind in his possession or under his control belonging to the Corporation.

Section 8. Subordinate Officers. The Corporation may have such subordinate officers as the Board of Directors may from time to time deem advisable. Each such officer shall hold office for such period and perform such duties as the Board of Directors, the President or the officer designated pursuant to this Article V may prescribe.

#### ARTICLE VI

##### BANK ACCOUNTS AND LOANS

Section 1. Bank Accounts. Such Officers or agents of the Corporation as from time to time shall be

designated by the Board of Directors shall have authority to deposit any funds of the Corporation in such banks or trust companies as from time to time shall be designated by the Board of Directors. Such Officers or agents of the Corporation as from time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the Corporation so deposited in any bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of the Corporation, and made or signed by such Officers or agents; and each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by Officers or agents so designated by the Board of Directors until written notice of the revocation of the authority of such Officers or agents by the Board of Directors shall have been received by such bank or trust company. From time to time there shall be certified to the banks or trust companies in which funds of the Corporation are deposited, the signatures of the Officers or agents of the Corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be

signed, as hereinabove provided in this Section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President or a Vice President and counter-signed by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the Corporation.

Section 2. Loans. Such Officers or agents of the Corporation as from time to time shall be designated by the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the Corporation from such banks, trust companies, institutions, corporations, firms or persons, in such amounts and subject to such terms and conditions as the Board of Directors from time to time shall designate; and, as security for the repayment of any loans, advances, or other forms of credit so authorized, to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all personal property, real property, stocks, bonds, deposits, accounts, documents, bills and accounts receivable and other commercial paper and evidences of debt or other securities or any rights or interest at any time held by the Corporation; and, in connection with any of the foregoing, for any loans, advances or other forms of credit so authorized, such Officers or agents shall have authority to make, execute and deliver one or more notes, general obligation bonds, financing

statements, security agreements, acceptances or written obligations of the Corporation, on such terms, and with such provisions as to the security or sale or disposition thereof as such Officers or agents shall deem proper, and, also, to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial paper, bills and accounts receivable, acceptances and other instruments and evidences of debt at any time held by the Corporation, and to that end to endorse, transfer and deliver the same. From time to time there shall be certified to each bank, trust company, institution, corporation, firm or person so designated, the signatures of the Officers or agents so authorized; and each such bank, trust company, institution, corporation, firm or person is authorized to rely upon such certification until written notice of the revocation by the Board of Directors of the authority of such Officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

#### ARTICLE VII

##### MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be such as shall be duly designated by the Board of Directors.

Section 2. Notices. Whenever, under the provisions of these By-Laws, notice is required to be given

to any Member, Director or Officer, it shall be construed to mean either written notice personally served against written receipt, or notice in writing transmitted by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to each Member, Director or Officer at such address as appears on the books of the Corporation or, in default of any other address, to such Member, Director or Officer at the general post office situated in the city or county of his residence, and such notice shall be deemed to be given at the time the same shall be thus mailed. Any Member, Director or Officer may waive any notice required to be given under these By-Laws.

Section 3. General Counsel. The Board of Directors may retain a general counsel who shall have dominion over all matters of legal import concerning the Corporation. It shall be the duty of the Officers and the members of the Board of Directors to consult with the general counsel (if any be appointed) from time to time, as such legal matters may arise. The general counsel shall be given notice of all meetings of the Board of Directors in the manner provided in Article III, Section 5 or Article III, Section 6 of these By-Laws, as the case may be, and he shall be accorded the opportunity to attend such meetings for the purpose of consulting with, and advising, the Board of Directors on any matters of a legal nature. The general counsel to the Corporation shall be subject to

removal and replacement by the Board of Directors by the vote thereof.

Section 4. Corporate Seal. The Board of Directors may provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof. Whenever the Corporation is required to place its corporate seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a corporate seal to place the word "(seal)" adjacent to the signature of the authorized officer.

Section 5. Books and Records. The Corporation shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its Members and Board of Directors and of any committee when exercising any of the powers of the Board of Directors. The books and records of the Corporation may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction.

Section 6. Determination of Assessed Valuation. For the purpose of determining the number of votes to be cast by each Director or Member, the Corporation shall annually cause the Assessed Valuation of the Lot or Lots



owned (or represented) by a Member to be determined and certified to the Board of Directors. For this purpose, the Corporation may employ an accountant or other qualified person. The Assessed Valuation shall be determined by referring to the records of the Supervisor of Assessments for Baltimore City at the time of formation of the Corporation and, thereafter annually, as soon as possible following the date of finality for the tax year beginning on July 1 of each calendar year. It is recognized that, as of the date of the initial adoption of these ~~BY=Laws~~, the date of finality is January 1. The Assessed Valuation shall be the full cash value for each tax lot and not any "phase-in value" or other reduced value used by the assessing authorities. The person making the determination of Assessed Valuation on behalf of the Corporation shall total the assessments on all tax lots included within each Lot and shall certify the totals for all Lots to the Secretary of the Corporation, in a written report. The Secretary shall forward the report, within ten (10) days after he receives it, to all Directors and Members by mail or by personal delivery. If no Director shall object to the report of Assessed Valuation within fifteen (15) days after the date of mailing or personal delivery to him, the report shall be deemed approved and the Assessed Valuations in the report shall be entered by the Secretary in the minutes of the Corporation and shall apply to all voting by Direc-

tors until a new report is adopted. Any Director may object to the report within the aforesaid fifteen (15) day period by filing a written objection with the Secretary setting forth the grounds of the objection with supporting documentation showing why the Assessed Valuations in the report are in any respect incorrect. If the objection is not resolved to the satisfaction of the objecting Director, he may bring the matter before the next meeting of the Board before the Board addresses any particular item of business. The Board shall decide the objection by a majority vote based upon the allocation of votes in effect immediately prior to the receipt of the disputed report of Assessed Valuation. After action by the Board on the objection, the Assessed Valuations in the report (as it may have been revised by the Board) shall be deemed approved and shall thereafter be used as in the case of a report approved without objections.

Section 7. Bonds. Other than the Treasurer and Assistant Treasurer(s) (who shall be required to provide fidelity bonds), the Board of Directors may require any officer, agent or employee of the Corporation to give a fidelity bond to the Corporation, at the Corporation's expense, conditioned upon the faithful discharge of his duties, with one or more sureties and in such amount as may be satisfactory to the Board of Directors.

Section 8. Severability. The invalidity of any provision of these By-Laws shall not affect the validity of any other provision, and each provision shall be enforced to the extent permitted by law.

Section 9. Gender. Whenever used herein, the masculine gender includes all genders.

#### ARTICLE VIII

##### AMENDMENTS

Unless otherwise provided in the Certificate of Incorporation, the Members (but only by the vote of eighty percent (80%) or more of the votes entitled to be cast by all Members of record) shall have full power and authority to amend, alter or repeal these By-Laws or any provision thereof, and may from time to time make additional By-Laws, at any annual meeting as part of the general business of such meeting, or at any special meeting provided there shall have been stated in the notice of such special meeting the substance of such proposed amendment, alteration or repeal.

#### ARTICLE IX

##### INDEMNIFICATION, INSURANCE, ETC.

Section 1. Actions in General. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other

than an action by or in the right of the Corporation) by reason of the fact that he is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, or is or was serving at the request of the Corporation as a trustee or administrator or in any other fiduciary capacity under any pension, profit sharing, or other deferred compensation plan, or any employee welfare benefit plan of the Corporation. The indemnification shall be against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

Section 2. Action By or In Right of Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or is or was serving as a trustee or administrator or in any other fiduciary capacity under any pension, profit sharing, or other deferred compensation plan, or any employee welfare benefit plan of the Corporation. The indemnification shall be against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of the action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which the person has been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation, unless (and only to the extent that) the court in which the action or suit was brought, or a court of equity in the county in which the Corporation has its

principal office, determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall deem proper.

Section 3. Determination that Indemnification is Proper. Any indemnification under Sections 1 or 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, agent, trustee, administrator or other fiduciary is proper in the circumstances because he has met the applicable standard of conduct set forth in said Sections 1 or 2. The determination shall be made by the Board of Directors by a vote of a quorum consisting of Directors who were not parties to the action, suit, or proceeding, or, if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, the determination of the propriety of any indemnification under this Article shall be made, in a written opinion, by independent legal counsel (i.e., a lawyer who is not a Director, Officer, employee or agent of the Corporation or such other corporation, partnership, joint venture, trust or other enterprise, or is not or was not serving at the request of the Corporation as a trustee or administrator or in any other fiduciary capacity under any

pension, profit sharing, or other deferred compensation plan, or any employee welfare benefit plan of the Corporation, and who is not a partner or professional associate of any Director, Officer, employee or agent of the Corporation or of such other corporation, partnership, joint venture, trust or other enterprise).

Section 4. Indemnification Against Expenses Incurred In Successful Defense. Unless otherwise expressly provided by the Certificate of Incorporation of the Corporation, to the extent that a Director, Officer, employee, agent, trustee, administrator or other fiduciary of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 or 2, or in defense of any claim, issue, or matter therein mentioned, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, and no determination pursuant to Section 1 shall be required in such instance.

Section 5. Payment of Expenses in Advance of Final Disposition of Action. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition thereof if authorized in the specific case by a preliminary determination, following the procedures set forth in Section 3, that there is a reasonable basis for a belief that the Director, Of-

licer, employee, agent, trustee, administrator or other fiduciary met the applicable standard of conduct set forth in Sections 1 or 2, but only upon receipt of an undertaking by or on behalf of the Director, Officer, employee, agent, trustee, administrator or other fiduciary reasonably assuring that such amount will be repaid unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

Section 6. Non-Exclusive Right to Indemnity; Inures to Benefit of Heirs and Personal Representatives.

The foregoing rights of indemnification shall be in addition to all rights to which any such Director, Officer, employee, agent, trustee, administrator or other fiduciary may be entitled as a matter of law, and shall continue as to a person who has ceased to be such a Director, Officer, employee, agent, trustee, administrator or other fiduciary and inure to the benefit of the heirs and personal representatives of such person.

Section 7. Insurance. The Corporation shall purchase and maintain, to the extent reasonably available:

(a) Public Liability Insurance insuring the Corporation, each Officer, Director, employee, or agent thereof against liability for bodily injury, death, or property damage arising out of the use of any Common or Recreational Facility with limits of coverage in respect to bodily injury or death of not less than \$1,000,000.00



for any one person and not less than \$2,000,000.00 for any one occurrence and with respect to property damage of not less than \$500,000.00 for any one occurrence, and may have such higher limits of coverage as may be determined by the Board of Directors;

(b) Workman's Compensation Insurance affording at least such coverage of the Corporation, and its Directors, Officers, employees and agents as required by applicable law;

(c) Officers' and Directors' Liability Insurance for any person, who is or was a Director, Officer or employee of the Corporation, insuring same against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power or would be required to indemnify him against the liability under the provisions of this Article or the laws of this State; and

(d) Casualty or Physical Damage Insurance for the Gate House, Village Club or any other improvement deemed to be a Common or Recreational Facility in an amount equal to the full replacement value of all such insurable improvements; provided that at the option of the Board of Directors such policy or policies may contain a deductible provision in an amount determined by the Board of Directors. In the event any such improvement is leased, said Lease may contain a provision requiring the Lessee to ob-

tain and maintain such insurance provided the Corporation is a named insured under same and the Corporation is provided with a certificate of said insurance.

Section 8. Should the Corporation enter into any contract for the management, construction or repair of the Common or Recreational Facilities, said contract shall require the contractor and/or manager to provide the Corporation with such Insurance and/or Bonds as the Board of Directors deems appropriate, including without limitation, Surety Bonds, Builders Risk Insurance and Workman's Compensation Insurance.

Section 9. Certain Persons not to be Indemnified. Notwithstanding the foregoing provisions of this Article IX, the Corporation shall not indemnify any bank, trust company, investment adviser, or any actuary against any liability which they may have by reason of their acting as a "fiduciary" of any employee benefit plan (as that term is defined in the Employee Retirement Income Security Act, as amended from time to time) established for the benefit of this Corporation's employees.

The foregoing are certified as the By-Laws of the Corporation adopted by the Board of Directors on \_\_\_\_\_, 1981.

---

Secretary

1052X

EXHIBIT D

<u>Sponsor</u>	<u>Director</u>	<u>Lots Represented</u>
Shelter Corporation of Canada Limited	Earl G. Glover	1-E, 1-E1, 1-E3, 1-Q1
Village Properties of Cross Keys, Inc.	Gerald Ryan	1-Q
The Council of Unit Owners of Cross Keys Condominium No. 1	Arthur A. Weiner	1-A
The Village of Cross Keys, Incorporated	a) Richard R. Goldberg	1-J and 1-T
	b) Ronald C. Wickwire	1-G and 2-A
	c) Francis R. Diggins	2B

EXHIBIT E

CP 10/07-31 11(1)  
1981

DECLARATION AND AGREEMENT OF MAINTENANCE SPECIFICATION

THIS DECLARATION AND AGREEMENT OF MAINTENANCE SPECIFICATION (this "Declaration") made this \_\_\_\_ day of September, 1981, by and between CROSS KEYS MAINTENANCE CORPORATION ("Maintenance Corporation"), a Delaware corporation having a business address at The Gate House, The Village of Cross Keys, Baltimore, Maryland 21210, and THE VILLAGE OF CROSS KEYS, INCORPORATED, having an address c/o Frederick W. Glassberg, The Rouse Company Building, Columbia, Maryland 21210.

EXPLANATORY STATEMENT

Provisions with respect to the formation of Maintenance Corporation for the Village of Cross Keys are set forth in that certain Deed of Declaration and Agreement, dated September 25, 1970, and recorded among the Land Records of Baltimore City, Maryland, in Liber R.H.B. No. 2717, folios 505, et seq. (the "Village Maintenance Declaration"). The lots affected by the formation of Maintenance Corporation are all those lots set forth on that certain plat entitled "21st Amended Subdivision Plat of Village of Cross Keys" recorded in Pocket Folder R.H.B. 2744 on December 19, 1980. Such lots are as follows: Lot 1-A, Lot 1-C, Lot 1-D, Lot 1-E, Lot 1-F1, Lot 1-F2, Lot 1-F3, Lot 1-F, Lot 1-G, Lot 1-H, Lot 1-I, Lot 1-N, Lot 1-O, Lot 1-Q, Lot 1-Q1, Lot 1-R, Lot 1-S, Lot 1-T, Lot 2-A and Lot 2-B. In order to form Maintenance Corporation, certain lot owners, as defined in the Village Maintenance Declaration, entered into a Pre-incorporation Agreement dated September \_\_, 1981 (the "Preincorporation Agreement"). One of the lot owners and parties to the Preincorporation Agreement is The Village of Cross Keys, Incorporated ("VCK"). It was a precondition to VCK's agreement to request the formation of Maintenance Corporation that main-

Maintenance Corporation adopt a specification pertaining to certain aspects of the duties and obligations of Maintenance Corporation under the Village Maintenance Declaration. This Declaration is adopted to fulfill the condition imposed by VCK on the formation of Maintenance Corporation with respect to the Preincorporation Agreement.

NOW, THEREFORE, in consideration of the premises contained in the foregoing explanatory statement, Maintenance Corporation hereby declares as follows:

1. Adoption. The performance specifications attached hereto as Schedule 1 (The "Specifications") are hereby adopted by Maintenance Corporation and Maintenance Corporation agrees to perform its maintenance obligations in accordance with the terms thereof.

2. Purpose. Adoption of the Specifications intended to enlarge, reduce, or alter in any way, the responsibilities imposed upon Maintenance Corporation by the Village Maintenance Declaration. They are adopted by Maintenance Corporation for the benefit of all of the Lot Owners, as defined in the Village Maintenance Declaration, so as to provide acceptable and specific maintenance standards with respect to certain activities to be performed by Maintenance Corporation.

3. Failure to Perform. Maintenance Corporation acknowledges that if it does not perform its duties and responsibilities in accordance with these Specifications, then each Lot Owner, as defined in the Village Maintenance Declaration, shall have the right to self-help and set-off as provided herein:

A. With regard to snow removal and other emergencies, each Lot Owner shall, at all times, have the right to take such actions as are necessary to comply with the Specifications.

B. With regard to all other matters under the Specifications, each Lot Owner shall have the right to take such actions to insure compliance with the Specifications only after first giving Maintenance Corporation written notice, at the address first above written, of the specific items of the Specifications which have not been complied with and thirty (30) days to cure such failure. Within ten (10) days after receipt of such notice, Maintenance Corporation may inform the Lot Owner in writing of its refusal to comply with the Lot Owner's request and its intention to arbitrate the matter in accordance with Paragraph C hereof.

C. Any controversy or claim arising out of or relating to the Specifications, the failure to perform some or the right or amount of set-off hereunder shall be settled by arbitration, in Baltimore City in accordance with the Arbitration Proceeding of Subtitle 2 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland. The Lot Owner and Maintenance Corporation shall select by mutual agreement a sole Arbitrator, within ten (10) days of receipt of notice to arbitrate any matter. If the parties cannot agree on a sole Arbitrator, then each party shall select an Arbitrator and the two (2) Arbitrators so appointed shall select a third Arbitrator within seven (7) days after both have been so appointed. The Arbitrator or Arbitrators shall within fourteen (14) days after appointment hold hearings upon the issue and make such investigations deemed necessary to make a proper decision. Within seven (7) days after the hearing is complete, the Arbitrator or Arbitrators shall render a written decision. The determination by the sole Arbitrator or two (2) of the three (3) Arbitrators shall be final and conclusively binding upon the parties and may be entered as a judgment in any court of

Baltimore City or the State of Maryland having jurisdiction. The expenses of these arbitration proceedings shall be paid by the party against whom the Arbitrator or Arbitrators decide.

D. In each case where a Lot Owner has exercised its right to self-help as provided for above, it shall have the right to set-off the costs that it incurs in performing the duties and obligations of Maintenance Corporation against any fees which it shall owe Maintenance Corporation. In the event any dispute as to the right or reasonableness of the amount of set-off, either the Lot Owner or Maintenance Corporation may request arbitration of the matter in accordance with Paragraph C hereof.

5. Performance by Others. Maintenance Corporation shall have the power and authority to employ other persons to perform the required maintenance in accordance with the standards called for by the Specifications, provided, however, that Maintenance Corporation shall remain responsible for the performance of such other persons and shall promptly replace them if they do not perform in accordance with the standards established by the Specifications.

6. Change of Standards. The standards in the Specifications may not be changed without the express written consent of VCK, which shall not be unreasonably withheld. Subject to such consent, the standards may be changed by the adoption of a resolution by the Board of Directors of Maintenance Corporation pursuant to its certificate of Incorporation and By-Laws.

7. Maintenance of Roads. Attached hereto as Exhibit A is a plat showing the current road network for the Village of Cross Keys. The shaded areas indicate that part of the road network which is to be the responsibility of Maintenance Corporation at the outset of its operations. Maintenance Corpo-

ration agrees that the roads for which it has responsibility may be temporarily closed or permanently relocated by the Lot Owner on whose Lot the road so affected is located, provided that there is compliance with the Village Maintenance Declaration as it may be amended from time to time and the Lot Owner effecting any such temporary closing or permanent relocation pays any construction expenses related thereto. Maintenance Corporation agrees to be bound by the provisions pertaining to the temporary closing and permanent relocation of roads constituting a part of the Common Facilities as set forth in Paragraph 10 of that certain Preincorporation Agreement dated September \_\_, 1981, by and among VCK, the Council of Unit Owners of Cross Keys Condominium No. 1, Shelter Corporation of Canada, Limited, and Village Properties of Cross Keys, Inc.

8. Successors and Assigns. The provisions hereof are binding upon and may be enforced by any successors and assigns of the current Lot Owners, as defined in the Village Maintenance Declaration.

IN WITNESS WHEREOF, CROSS KEYS MAINTENANCE CORPORATION AND VILLAGE OF CROSS KEYS, INCORPORATED, have caused this Declaration and Agreement to be executed and embodied on their behalf by their duly authorized representatives, as of the day and year first above written.

WITNESS OR ATTEST:

\_\_\_\_\_

CROSS KEYS MAINTENANCE CORPORATION

By: \_\_\_\_\_ (SEAL)

THE VILLAGE OF CROSS KEYS,  
INCORPORATED

By: \_\_\_\_\_ (SEAL)



GMH/09-21-01(1)  
10608

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ : TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of September, 1981, before me, a Notary Public for the state and county aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the \_\_\_\_\_ of Cross Keys Maintenance Corporation, a corporation organized and existing under the law of Delaware, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

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

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

My commission expires July 1, 1982.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ : TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of September, 1981, before me, a Notary Public for the state and county aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the \_\_\_\_\_ of The Village of Cross Keys, Incorporated, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

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

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

My commission expires July 1, 1982.

SCHEDULE 1

1. Grass and Grounds

A. Mowing

- 1) All grass cut 1-1/2"-2" high.
- 2) Cut whenever grass reaches an average height of 2-1/2".
- 3) Heavy growth areas where 1" or more of grass is cut are to be raked, bagged after cutting and properly disposed of.
- 4) Cut grass back ten feet from roadway along common road areas.

B. Trimming and Edging

- 1) All areas where grass and all hard surfaces (such as concrete, asphalt, wood, etc.) meet are to be trimmed following each mowing.
- 2) Where grass meets dirt, such as flower beds, shrub areas, etc., all areas to be edged with earth removed to depth of 4" between grass and bed.
- 3) Grass trimmed to standard cutting height around all poles and trees without damage to trees or poles.
- 4) All areas where grass can grow over hard surfaces to be edged, at least, with every fourth mowing, by standard edging equipment and practices.

C. Fertilizing and Weeding

- 1) All areas to be fertilized at least twice per year using materials and formulas approved for, and consistent with, good turf management practice.
- 2) All areas to receive, at least one per year, application of materials to prevent the growth or spread of weeds and crab grass at a time that will provide the most effective control.

D. Seeding and Sod

- 1) All areas to be over-seeded at least once per year with a perennial seed mixture recommended for this region and climate.
- 2) Any areas intended to have grass, but where growth has not occurred, to be treated as follows:
  - a) During dormant season areas to be dug up and re-seeded for spring growth.
  - b) After growing season has commenced, if adequate growth is not evident, all such areas to be sodded with good quality sod consistent with general surrounding areas.
  - c) All seeded or sodded areas to be watered in a manner consistent with good turf management practices until the seed, or sod, is established.

II. Trees, Shrubs and Flowers

- A. All trees and shrubs to be sprayed three times per year (Spring, early Summer, and late Summer) with material and formulas consistent with the needed care and protection required by the various types and varieties growing in the designated areas. Recommendations to be made by recognized, licensed tree specialists.
- B. All trees and shrubs to be pruned as needed according to recognized and licensed experts in the management of trees and shrubs.
- C. All shrub beds and non-grass areas under trees to be cleaned out twice yearly and mulched every Spring.
- D. All dead, missing, unhealthy, or damaged trees and shrubs will be replaced every Spring on a general over-all basis and on an individual basis as the need arises.
- E. Damaged trees and shrubs that can be repaired will have such work done promptly upon awareness of such a need.
- F. All trees will be cleared of climbing vines and undergrowth on a regular and consistent basis.
- G. Flower beds will be replanted and cared for throughout the growing season as requested.
- H. Additional flowering bulbs will be planted at appropriate times yearly.

III. Fencing

- A. All fences will be cleared as necessary to prevent build up of leaves, vines, or other plant material.
- B. All fences will be patrolled daily to prevent any collection of trash.
- C. Fences will be mended or repaired immediately following awareness.
- D. Fences will be painted or stained as needed to maintain a good and consistent appearance. Those fences located on Falls Road which are painted (as opposed to stained) shall be painted black.

IV. Roads and Grounds

- A. Grounds, roadways, entrances, exits and sidewalks will be patrolled on a daily basis to pick up all trash and debris.

- B. All roadways to be continually monitored for defects such as potholes, cracks, etc., which are to be repaired immediately upon awareness of problem with materials, and in a manner consistent with established road maintenance practices in Maryland.
- C. Cutting of all types to be continually monitored and repaired as soon as damage is noticed.
- D. All striping to be monitored constantly and repainted whenever 30% wear appears.
- E. The sidewalks, curbs, gutters and grass between the sidewalk, the fence and visible areas beyond the fence within the Cross Keys tract, along Falls Road from the North boundary to the South boundary to be patrolled at least once per day to pick up and remove all trash and debris and monitored continually for unusual situations.
- F. All gutters to be cleaned at least weekly of all dirt and solid debris.
- G. Notice is to be taken of all lighting to assure that it is operational and in good repair. Lighting that is not operational and in good repair will be repaired/replaced upon immediate awareness. Such lighting is to include all street lighting, and lighting among the residential areas.
- H. Particular attention is to be paid to all signage to assure that it is accurate and in good repair.

#### Snow Removal

- A. Begin application of chemical snow and ice melting compounds to any road or sidewalk areas that may become slippery as soon as snowfall starts, or other weather conditions start that would be conducive to the formation of ice.
- B. When snow begins to accumulate on parking areas from 1/4" to 1/2", begin plowing operations on all applicable roads and parking lots.
- C. Applicable roads, parking lots and sidewalks are to be cleared completely from edge to edge where accessible.
- D. Once started, plowing shall continue until all snowfall has stopped and all roads, lots and sidewalks are totally cleared where applicable and as needed.
- E. During plowing and sidewalk cleaning, continue applications of chemical snow and ice melting compounds to areas that are, or may become, slippery.

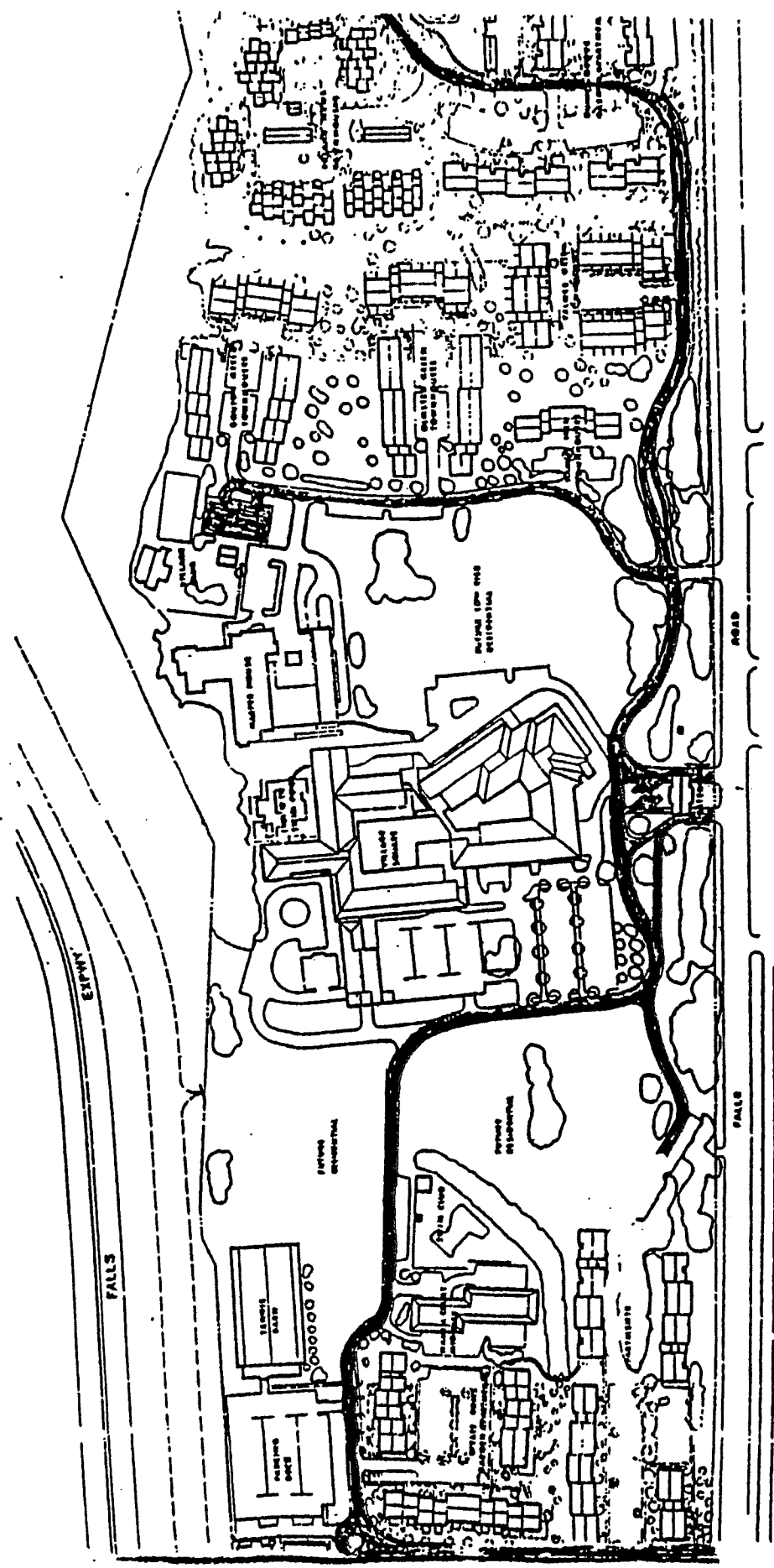
- F. Excess snow is to be dumped off of roads, lots or sidewalks so that it will not impede pedestrian or vehicular traffic in any manner.
- G. Clearing of sidewalks need not be done during night hours providing that it can be started so that all sidewalks are cleared by 8:00 a.m.

1. Equipment and Operational Practices

- A. All equipment used for all of the preceding operations to be designated for the work being performed and operated in a safe manner by trained and competent personnel.
- B. All personnel and operating equipment to be provided and covered by sufficient insurance provided by their employer.
- C. All personnel are to be adequately attired at all times, including shirts, shorts or pants and adequate protective footwear.
- D. Other than emergency situations (snow removal included), work with gasoline powered equipment to begin no earlier than 7:30 a.m., Monday through Friday, and to be completed by 6:00 p.m.; on Saturday, work will start no earlier than 8:00 a.m., and is to be completed by 5:00 p.m. Other than emergency situations (snow removal included), no work will be done on Sunday.

VILLAGE OF CROSS KEYS

<u>LOT</u>	<u>OWNER</u>	<u>PROPERTY NAME</u>	<u>ASSESSED VALUATION</u>	
lot 1-E	Dunn's Grove Council of Unit Owners	Dunn's Grove	\$ 2,161,900	
lot 1-E 1	Goodlow House Council of Unit Owners	Goodlow House	\$ 990,040	
lot 1-E 3	Shelter Corporation	Roland Mews	\$ 775,590	
lot 1-A	Condo I	Condo I	\$ 8,107,800	
lot 1-N	Harper House	Harper House	\$14,381,520	
lot 1-G	Village of Cross Keys, Inc.	Rouse-North Open Space	\$ 162,160	1
lot 2-A	Village of Cross Keys, Inc.	Village Sq. #1 Shopping Center	\$ 3,547,170	-
lot 2-B	Village of Cross Keys, Inc.	Village Sq. #2 Inn	\$ 7,328,650	
lot 1-J	Village of Cross Keys, Inc.	Rouse-South Open Space	\$ 308,970	-
lot 1-Q	Village Properties (F/K/A Beth & Josh)	Fallswood II (F/K/A Jarvis Grove)	\$ 1,000,000	
lot 1-Q 1	Shelter Corporation	Hamill Court	\$ 708,110	4
lot 1-R	Phoenix Mutual Life Insurance Co.	Fallswood I (F/K/A Wyatt's Row)	\$ 1,525,140	8
lot 1-5	Equitable Life Insurance Company	Triangle	\$ 3,717,910	-0-
lot 1-T	Village of Cross Keys, Inc.	Tennis Barn	\$ 446,270	-0-
<u>TOTAL</u>			<u>\$45,254,650</u>	<u>722</u>



VILLAGE OF CROSS

This map is for information purposes only and does not constitute a contract. The Village of Cross is not responsible for any errors or omissions. The Village of Cross is not responsible for any damages or losses resulting from the use of this map.

DECLARATION AND AGREEMENT OF MAINTENANCE SPECIFICATION

THIS DECLARATION AND AGREEMENT OF MAINTENANCE SPECIFICATION (this "Declaration") made this 15<sup>th</sup> day of September, 1981, by and between CROSS KEYS MAINTENANCE CORPORATION ("Maintenance Corporation"), a Delaware corporation having a business address at "The Gate House, The Village of Cross Keys, Baltimore, Maryland 21210, and THE VILLAGE OF CROSS KEYS, INCORPORATED, having an address c/o Frederick W. Glassberg, The Rouse Company Building, Columbia, Maryland 21210.

EXPLANATORY STATEMENT

Provisions with respect to the formation of Maintenance Corporation for the Village of Cross Keys are set forth in that certain Deed of Declaration and Agreement, dated September 25, 1970, and recorded among the Land Records of Baltimore City, Maryland, in Liber R.H.B. No. 2717, folios 585, et seq. (the "Village Maintenance Declaration"). The lots affected by the formation of Maintenance Corporation are all those lots set forth on that certain plat entitled "21st Amended Subdivision Plat of Village of Cross Keys" recorded in Pocket Folder R.H.B. 2744 on December 19, 1980. Such Lots are as follows: Lot 1-A, Lot 1-C, Lot 1-D, Lot 1-E, Lot 1-E1, Lot 1-E2, Lot 1-E3, Lot 1-F, Lot 1-G, Lot 1-H, Lot 1-J, Lot 1-N, Lot 1-P, Lot 1-Q, Lot 1-Q1, Lot 1-R, Lot 1-S, Lot 1-T, Lot 2-A and Lot 2-B. In order to form Maintenance Corporation, certain Lot Owners, as defined in the Village Maintenance Declaration, entered into a Pre-Incorporation Agreement dated September 30, 1981 (the "Preincorporation Agreement"). One of the Lot Owners and parties to the Preincorporation Agreement is The Village of Cross Keys, Incorporated ("VCK"). It was a precondition to VCK's agreement to request the formation of Maintenance Corporation that Main-



tenance Corporation adopt a specification pertaining to certain aspects of the duties and obligations of Maintenance Corporation under the Village Maintenance Declaration. This Declaration is adopted to fulfill the condition imposed by VCK on the formation of Maintenance Corporation with respect to the Preincorporation Agreement.

NOW, THEREFORE, in consideration of the premises contained in the foregoing explanatory statement, Maintenance Corporation hereby declares as follows:

1. Adoption. The performance specifications attached hereto as Schedule I (the "Specifications") are hereby adopted by Maintenance Corporation and Maintenance Corporation agrees to perform its maintenance obligations in accordance with the terms thereof.

2. Purpose. Adoption of the Specifications is not intended to enlarge, reduce, or alter in any way, the responsibilities imposed upon Maintenance Corporation by the Village Maintenance Declaration. They are adopted by Maintenance Corporation for the benefit of all of the Lot Owners, as defined in the Village Maintenance Declaration, so as to provide acceptable and specific maintenance standards with respect to certain activities to be performed by Maintenance Corporation.

3. Failure to Perform. Maintenance Corporation acknowledges that if it does not perform its duties and responsibilities in accordance with these Specifications, then each Lot Owner, as defined in the Village Maintenance Declaration, shall have the right to self-help and set-off as provided herein:

A. With regard to snow removal and other emergencies, each Lot Owner shall, at all times, have the right to take such actions as are necessary to comply with the Specifications.

B. With regard to all other matters under the Specifications, each Lot Owner shall have the right to take such actions to insure compliance with the Specifications only after first giving Maintenance Corporation written notice, at the address first above written, of the specific items of the Specifications which have not been complied with and thirty (30) days to cure such failure. Within ten (10) days after receipt of such notice, Maintenance Corporation may inform the Lot Owner in writing of its refusal to comply with the Lot Owner's request and its intention to arbitrate the matter in accordance with Paragraph C hereof.

C. Any controversy or claim arising out of or relating to the Specifications, the failure to perform same or the right or amount of set-off hereunder shall be settled by arbitration, in Baltimore City in accordance with the Arbitration Proceeding of Subtitle 2 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland. The Lot Owner and Maintenance Corporation shall select by mutual agreement a sole Arbitrator, within ten (10) days of receipt of notice to arbitrate any matter. If the parties cannot agree on a sole Arbitrator, then each party shall select an Arbitrator and the two (2) Arbitrators so appointed shall select a third Arbitrator within seven (7) days after both have been so appointed. The Arbitrator or Arbitrators shall within fourteen (14) days after appointment hold hearings upon the issue and make such investigations deemed necessary to make a proper decision. Within seven (7) days after the hearing is complete, the Arbitrator or Arbitrators shall render a written decision. The determination by the sole Arbitrator or two (2) of the three (3) Arbitrators shall be final and conclusively binding upon the parties and may be entered as a judgment in any court of

Baltimore City or the State of Maryland having jurisdiction. The expenses of these arbitration proceedings shall be paid by the party against whom the Arbitrator or Arbitrators decide.

D. In each case where a Lot Owner has exercised its right to self-help as provided for above, it shall have the right to set-off the costs that it incurs in performing the duties and obligations of Maintenance Corporation against any fees which it shall owe Maintenance Corporation. In the event any dispute as to the right or reasonableness of the amount of set-off, either the Lot Owner or Maintenance Corporation may request arbitration of the matter in accordance with Paragraph C hereof.

5. Performance by Others. Maintenance Corporation shall have the power and authority to employ other persons to perform the required maintenance in accordance with the standards called for by the Specifications, provided, however, that Maintenance Corporation shall remain responsible for the performance of such other persons and shall promptly replace them if they do not perform in accordance with the standards established by the Specifications.

6. Change of Standards. The standards in the Specifications may not be changed without the express written consent of VCK, which shall not be unreasonably withheld. Subject to such consent, the standards may be changed by the adoption of a resolution by the Board of Directors of Maintenance Corporation pursuant to its certificate of Incorporation and By-Laws.

7. Maintenance of Roads. Attached hereto as Exhibit A is a plat showing the current road network for the Village of Cross Keys. The shaded areas indicate that part of the road network which is to be the responsibility of Maintenance Corporation at the outset of its operations. Maintenance Corpo-

ration agrees that the roads for which it has responsibility may be temporarily closed or permanently relocated by the Lot Owner on whose Lot the road so affected is located, provided that there is compliance with the Village Maintenance Declaration as it may be amended from time to time and the Lot Owner effecting any such temporary closing or permanent relocation pays any construction expenses related thereto. Maintenance Corporation agrees to be bound by the provisions pertaining to the temporary closing and permanent relocation of roads constituting a part of the Common Facilities as set forth in Paragraph 10 of that certain Preincorporation Agreement dated September 30, 1981, by and among VCK, the Council of Unit Owners of Cross Keys Condominium No. 1, Shelter Corporation of Canada, Limited, and Village Properties of Cross Keys, Inc.

H. Successors and Assigns. The provisions hereof are binding upon and may be enforced by any successors and assigns of the current Lot Owners, as defined in the Village Maintenance Declaration.

IN WITNESS WHEREOF, CROSS KEYS MAINTENANCE CORPORATION AND VILLAGE OF CROSS KEYS, INCORPORATED, have caused this Declaration and Agreement to be executed and sealed on their behalf by their duly authorized representatives, as of the day and year first above written.

WITNESS OR ATTEST:

Robert Keen, J

[Signature]  
Assistant Secretary

CROSS KEYS MAINTENANCE CORPORATI

By: [Signature] (SEAL)

THE VILLAGE OF CROSS KEYS,  
INCORPORATED

[Signature] (SEAL)

STATE OF Maryland : City COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 14<sup>th</sup> day of Sept September, 1981, before me, a Notary Public for the state and county aforesaid, personally appeared Arthur Lisner known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Cross Keys Maintenance Corporation, a corporation organized and existing under the law of Delaware, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

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

Robert R. Kern, Jr.  
Notary Public

My commission expires July 1, 1982.

STATE OF MARYLAND : COUNTY OF BALTIMORE : TO WIT:

I HEREBY CERTIFY that on this 13<sup>th</sup> day of Sept September, 1981, before me, a Notary Public for the state and county aforesaid, personally appeared FRANK R. DIECKMANS known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the VICE PRESIDENT of The Village of Cross Keys, Incorporated, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

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

Nancy G. Nussler  
Notary Public

My commission expires July 1, 1982.

AGREEMENT RELATING TO AMENDMENT  
OF MAINTENANCE DECLARATION

THIS AGREEMENT, made this 30th day of September, 1981, by and among THE VILLAGE OF CROSS KEYS INCORPORATED, a Maryland corporation ("VCKI"), having an address c/o Frederick W. Glassberg, The Rouse Company Building, Columbia, Maryland 21045; SHELTER CORPORATION OF CANADA, LIMITED, a Canadian corporation ("Shelter"), having an address at 9050 Red Branch Road, Suite K, Columbia, Maryland 21045; VILLAGE PROPERTIES OF CROSS KEYS, INC., a Maryland corporation ("Village Properties"), having an address at 9050 Red Branch Road, Suite K, Columbia, Maryland 21045; THE COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1 ("Condo 1"), a condominium regime established pursuant to a Master Deed dated October 27, 1971, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 2852, Folio 41, having an address c/o Arthur Weiner, Suite 221, The Quadrangle, Village of Cross Keys, Baltimore, Maryland 21210; and THE COUNCIL OF UNIT OWNERS OF HARPER HOUSE CONDOMINIUM ("Harper House"), a condominium regime established pursuant to a Condominium Declaration dated April 12, 1976, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 3336, Folio 566, having an address c/o H. Donald Glaser, 111 Hamlet Hill Road, Village of Cross Keys, Baltimore, Maryland 21210.

RECITALS

A. The parties hereto are Lot Owners within the Cross Keys Tract, as those terms are defined in the Deed of Declaration and Agreement dated September 25, 1970, recorded among the aforesaid Land Records in Liber R.H.B. No. 2717, Folio 585 (the "Village Maintenance Declaration"). Specifically, the parties own Lots as shown on the "21st Amended Sub-division Plat of the Village of Cross Keys", recorded on

December 19, 1980 among the Plat Records of Baltimore City in  
Pocket Folder R.H.B. No. 2744, as follows:

<u>Party</u>	<u>Lot No.</u>
VCKI	1-G, 2-A, 2-B, 1-J, 1-T
Shelter	1-E, 1-E1, 1-E3, 1-Q1
Village Properties	1-Q
Condo 1	1-A
Harper House	1-N

B. The Village Maintenance Declaration provides for the creation of a Maintenance Corporation, and in Paragraph 4 establishes that each Lot Owner in the Village of Cross Keys shall pay a proportionate share of costs and expenses of the operation and maintenance of Common Facilities and Recreational Facilities pursuant to formulas therein set forth which are uniform over the entire Village of Cross Keys.

C. The parties hereto have agreed that the formula for sharing of expenses set forth in the Village Maintenance Declaration may be in some respects inequitable, and that it would be more proper and appropriate that the Village of Cross Keys be divided into three separate and distinct areas for purpose of the sharing of expenses relating to the Common Facilities. The three areas to be so established are to be known as the "South Village", "Village Center" and "North Village". Said areas are delineated on the copy of the aforesaid 21st Amended Subdivision Plat which is attached hereto as Exhibit A.

D. It appears that such division of the Village and separate allocation of costs and expenses of operation and maintenance of Common Facilities within each area may require an amendment of the Village Maintenance Declaration. Amendments of the Village Maintenance Declaration are governed by Paragraph 14 thereof, which requires the unanimous consent of all Lot Owners.

E. The parties hereto have agreed among themselves that they will endeavor to obtain such consent of all Lot Owners and will themselves be bound to execute such an amendment for mutual and general benefit.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by each party to the other, receipt whereof is hereby acknowledged, and in consideration of their mutual promises herein contained, the parties hereto agree as follows:

1. The parties hereto shall mutually endeavor to amend Paragraph 4 of the Village Maintenance Declaration to allow the separation of the costs and expenses of the operation and maintenance of the Common Facilities (but not the Recreational Facilities) among the three (3) areas delineated on the plat attached hereto as Exhibit A. Such amendment is to provide (a) the mechanics for determining how the costs and expenses of such operation and maintenance will be allocated among the three (3) areas, and which costs will continue to be borne by all three (3) areas, and (b) that the costs and expenses of such operation and maintenance of the Common Facilities will thereafter be separately determined for each area and borne by the Lot Owners within each area based on such formula as may be agreed upon by the Lot Owners within each area. The adoption of the formula for cost sharing within an area shall require a majority of the votes entitled to be cast by the Lot Owners within such area, with each Lot Owner having the same number of votes which are allocated to such Lot Owner as a Member of the Cross Keys Maintenance Corporation, a Delaware corporation. The parties recognize that the cost of maintenance and operation of certain of the Common Facilities will continue to be shared, including but not limited to, those Common Facilities in the vicinity of the Gate House which serve all three (3) areas.

2. Each party hereto binds itself and its successors and assigns to execute an amendment of the Village Maintenance



Declaration carrying out the provisions of this Agreement. This Agreement shall run with the land of each party hereto and shall be binding upon the land of each party and upon the successors and assigns of each party, for the benefit of all other parties hereto and all other Lot Owners within the Cross Keys Tract hereafter joining in such an amendment of the Village Maintenance Declaration.

3. Until the Village Maintenance Declaration has been amended pursuant to this Agreement, the costs and expenses of operation and maintenance of the Common Facilities allocable to the parties hereto shall be allocated among them in the manner allocated among them in the past, and shall be paid to the Cross Keys Maintenance Corporation by the parties hereto.

4. If the parties hereto cannot agree on a new formula for allocating the costs and expenses of the Common Facilities within ninety (90) days from the date hereof, then any one of the parties may thereafter require that the matter shall be settled, as between them, by binding arbitration in Baltimore City by a panel of three (3) arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the event a new allocation has not been agreed to by the parties within said ninety (90) day period but the parties are negotiating in good faith to that end, the parties may by unanimous consent extend the negotiation period for additional sixty (60) day periods. In no event shall any arbitration hearing hereunder occur less than 150 days from the date hereof. The determination of the panel shall be final and conclusively binding upon the parties and may be entered as a judgment in any court of Baltimore City or the State of Maryland having jurisdiction. The aggregate expense of these arbitration proceedings shall be borne by the Lot Owners in the three (3) areas in the same manner as the panel determines the costs and expenses of the Common Facilities are to be allocated and

shared among the three (3) areas.

5. It is agreed by and between the parties hereto that the costs and expenses of operation and maintenance of the Recreational Facilities shall be borne by all Lot Owners in Cross Keys based upon the formula set forth in Paragraph 4 of the Village Maintenance Declaration, or such other basis as may be unanimously agreed upon.

AS WITNESS the due execution hereof by the parties as of the day and year first above written.

WITNESS: THE VILLAGE OF CROSS KEYS INCORPORATED

*[Signature]*  
Assistant Secretary

By: *[Signature]* (SEAL)  
FRANK R. WIGGINS Vice President

SHELTER CORPORATION OF CANADA, LIMITED

*[Signature]*

By: *[Signature]* (SEAL)  
Vice President

VILLAGE PROPERTIES OF CROSS KEYS, INC.

*[Signature]*

By: *[Signature]* (SEAL)  
President

THE COUNCIL OF UNIT OWNERS OF  
CROSS KEYS CONDOMINIUM NO. 1

*[Signature]* Christopher Naughton

By: *[Signature]* (SEAL)  
President

THE COUNCIL OF UNIT OWNERS OF  
HARPER HOUSE CONDOMINIUM

*[Signature]* Christopher Naughton

By: *[Signature]* (SEAL)  
President

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

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Frank R. Duggan, who acknowledged himself to be the Vice President of THE VILLAGE OF CROSS KEYS INCORPORATED, a Maryland corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

AS WITNESS my hand and Notarial Seal.



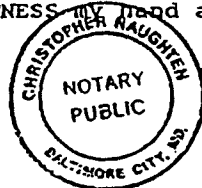
Christopher Naughton  
Notary Public

My Commission Expires: July 1, 1982

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

I HEREBY CERTIFY that on this 1<sup>st</sup> day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Earl H. Glown, who acknowledged himself to be the Vice President of SHELTEX CORPORATION OF CANADA, LIMITED, a Canadian corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

AS WITNESS my hand and Notarial Seal.



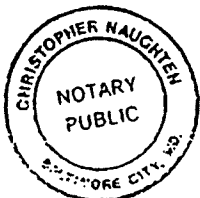
Christopher Naughton  
Notary Public

My Commission Expires: July 1, 1982

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

I HEREBY CERTIFY that on this 1<sup>st</sup> day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Earl H. Glown, who acknowledged himself to be the President of VILLAGE PROPERTIES OF CROSS KEYS, 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 the name of the corporation by himself as such President.

AS WITNESS my hand and Notarial Seal.



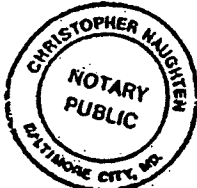
Christopher Naughton  
Notary Public

My Commission Expires: July 1, 1982

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13<sup>th</sup> day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Arthur Weiner, who acknowledged himself to be the President of THE COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, a condominium regime, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

AS WITNESS my hand and Notarial Seal.



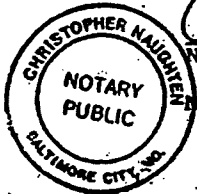
*Christopher Naughton*  
Notary Public

My Commission Expires: *July 1, 1982*

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

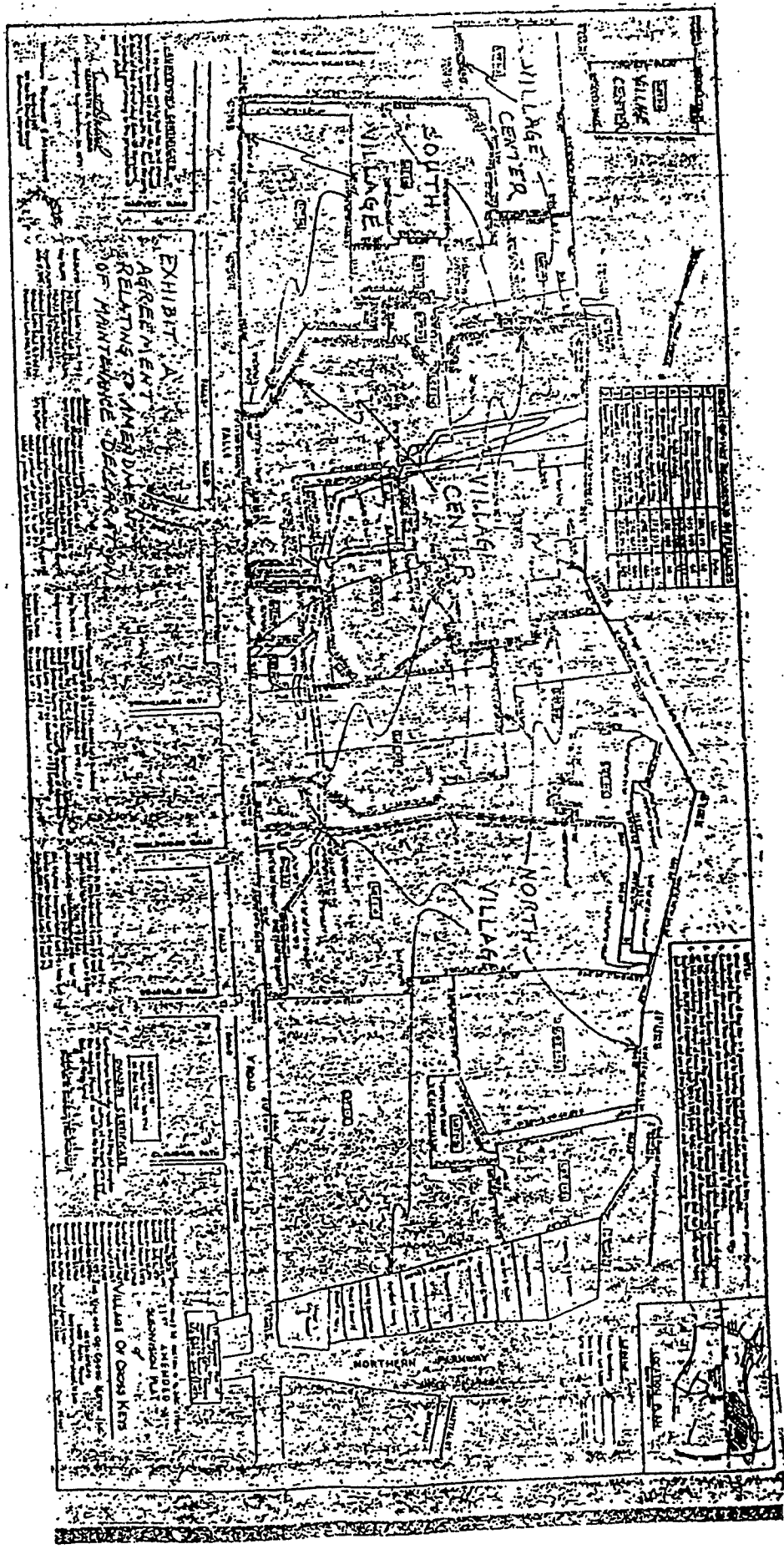
I HEREBY CERTIFY that on this 15<sup>th</sup> day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared H. Donald Glaser, who acknowledged himself to be the President of THE COUNCIL OF UNIT OWNERS OF HARPER HOUSE CONDOMINIUM, a condominium regime, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

AS WITNESS my hand and Notarial Seal.



*Christopher Naughton*  
Notary Public

My Commission Expires: *July 1, 1982*



**EXHIBIT A**  
**AGREEMENT AMENDMENT**  
**RELATING TO AMENDMENT**  
**OF MAINTENANCE DELIVERABLES**

EXISTING UTILITIES AND SERVICE DELIVERABLES

UTILITIES	LOCATION	DEPTH	DIAMETER	STATUS
WATER	...	...	...	...
SEWER	...	...	...	...
ELECTRIC	...	...	...	...
TELEPHONE	...	...	...	...
CABLE	...	...	...	...
...	...	...	...	...

...

...



# Memorandum

**To:** All Owners  
Fallswood I Condominium  
**From:** George Bereska, PCAM  
Property Manager  
**Date:** November 17, 2016  
**Re:** Dogs in Rental Units -- Prohibited

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All unit owners are reminded that Section Ten (10/13/04) of the Fallswood I Condominium Rules and Regulations prohibits renters from having dogs. It is the unit owner's responsibility to enforce this rule. This restriction must be included in any Lease Agreement between the owner and the renter. Owners may be fined for violating this rule.

On Wednesday, November 16, 2016, at a scheduled board meeting, the Board of Directors voted unanimously to impose a \$200 per month fine on any owner whose tenant is determined to have a dog. This fine will continue to be levied until the dog is removed from the premises.

Thank you for your cooperation.

# FALLSWOOD I CONDOMINIUM ASSOCIATION

December 10, 2015

TO: ALL RESIDENTS

FROM: George Bereska, Property Manager  
Fallswood I Condominium

RE: Collection of Household Trash and Recycling

Household Trash: Each ~~Monday~~ Wednesday mornings, Village Management collects bagged trash from the barrels in the utility rooms and places those bags at the collection site.

Recycling: Effective January 8, 2016, each Friday **RESIDENTS** may drop off clean recyclables at the collection site where bagged trash is placed and removed on Mondays and Wednesdays. You may set out your recyclables early Friday morning. The following items are acceptable materials:

- Metal (aluminum, tin, and steel food and beverage containers)
- Plastic (bottles and jars with 1-7 [in triangles] on the bottom)
- Glass (bottles and jars)
- Mixed paper (all colors, mail, books, newsprint, folders, magazines, cardboard, cereal boxes, office and school paper)

Plastic bags are not acceptable.

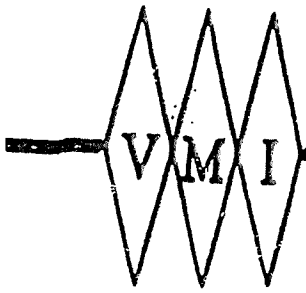
*All recyclables must be clean. If not, the City will not pick it up. Also, dirty recyclables attracts rodents.*

When setting out your recycling, you may use a recycling bin, a container of choice that is clearly marked as recycling, or a cardboard box or paper bag. If you use a recycling bin or container, **you** are responsible for retrieving it after the recycling has been picked up and the association is not responsible if it is lost or stolen. (Please put your name on individualized containers.)

Please make sure your recyclables are secured. If they are scattered by the wind, the cleaning company or maintenance will have to retrieve it and the association will be charged.

Disposal of Oversize Items: Disposal of those items too large or inappropriate for the utility room barrels is the responsibility of the resident(s).

**P.O. Box 20921 • Baltimore, Maryland 21209**



# VILLAGE MANAGEMENT, INC.

In the Business of Property Management Since 1984

Corporate Offices Located In The Village of Cross Keys

## ATTENTION: PROSPECTIVE HOMEOWNER

Once settlement has occurred, please return this form to Village Management, Inc., P.O. Box 20921, Baltimore, MD 21209. Please note that we must receive a copy of the settlement sheet before changing our records. Once we have received the settlement information, our accounting department will forward your association fee payment coupons.

NAME (Please list all owners on deed of record):

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ASSOCIATION: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

SETTLEMENT DATE: \_\_\_\_\_

WILL YOU BE RESIDING IN THE UNIT: \_\_\_\_\_ YES \_\_\_\_\_ NO

MAILING ADDRESS (IF DIFFERENT FROM UNIT ADDRESS):

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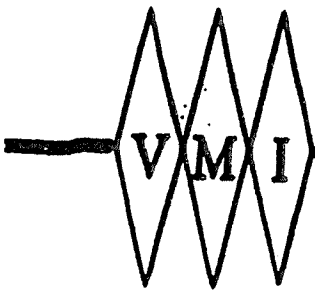
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P.O. BOX 20921  
BALTIMORE, MARYLAND 21209  
BALTO. METRO AREA: 410-323-1778  
TOLL FREE: 1-800-445-1182  
FAX: 410-323-0232

**AAMC**  
ACCREDITED ASSOCIATION  
MANAGEMENT COMPANY





# VILLAGE MANAGEMENT, INC.

In the Business of Property Management Since 1984

Corporate Offices Located In The Village of Cross Keys

## ATTENTION SELLER

Once your unit has settled, please have a copy of the settlement sheet forwarded to Village Management, Inc., P.O. Box 20921, Baltimore, MD 21209.

**THIS PROPERTY WILL REMAIN IN THE  
SELLER'S NAME UNTIL WE RECEIVE  
INFORMATION THAT SETTLEMENT HAS TAKEN  
PLACE.**

P.O. BOX 20921  
BALTIMORE, MARYLAND 21209  
BALTO. METRO AREA: 410-323-1778  
TOLL FREE: 1-800-445-1182  
FAX: 410-323-9232

**AAMC**  
ACCREDITED ASSOCIATION  
MANAGEMENT COMPANY