

CONDOMINIUM REGIME DECLARATION

THIS DECLARATION, made in Baltimore City, State of Maryland, this 3rd day of March, 1991, by 118 MOUNT COUNCIL OF UNIT OWNERS.

WHEREAS, by Deed dated the 15th day of October, 1991 and recorded among the Land Records of Baltimore City, State of Maryland, in Liber 588 No 3171, folio 309, etc., there was granted and conveyed unto the said (hereinafter referred to as "Council") all that parcel of land and the improvements thereon more particularly described in Exhibit A attached hereto and made a party hereof; and

WHEREAS, it is the intention of the Council to subject the said parcel of land and the improvements thereon to a condominium regime and to that end Developer has caused condominium plats to be prepared by such plats consisting of 2 sheets, dated the 10th day of February, 1991, and entitled 118 Mount Council (hereinafter referred to as the "Condominium Plats").

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

ARTICLE I

Declaration of Condominium

The Council hereby declares its intent and does subject to a condominium regime pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that parcel of ground lying in Baltimore City, State of Maryland, more particularly described in Exhibit A attached hereto and made a part hereof.

TOGETHER WITH the buildings and improvements thereon erected and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anyway appertaining.

Said parcel of land and the improvements constructed thereon are shown on the Condominium Plats which are incorporated herein by reference. The Condominium Plats are recorded or are intended to be recorded simultaneously herewith among the Condominium Plat Books of the Land Records of Baltimore City, aforesaid.

ARTICLE II

Name

The name of the Condominium (which is hereinafter referred to as the "Condominium") shall be:

118 MOUNT CONDOMINIUM

ARTICLE III

Description of Condominium

The Condominium consists of the land described in Exhibit A and the improvements erected thereon.

The improvements consist of one three-story structure with basement and a rear two story addition with a common two (2) car garage at ground level on the lot of ground described above. The structure contains two (2) condominium units, a two (2) car garage and common elements, all as is more particularly shown on the Condominium Plats.

For purposes of identification, each condominium unit is given an identifying number.

The Condominium is divided in the manner and to the extent depicted on the Condominium Plats into condominium units and common elements, which are further subdivided into limited common elements and general common elements.

ARTICLE IV

Description of Units

Units will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto, and also an undivided percentage interest in the common elements of the Condominium as shown on Exhibit B hereto and made a part hereof.

The dimensions, area and locations of each unit are shown graphically and as noted on the Condominium Plats, provided, however, that the existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity to the Condominium Plats shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries, as described herein or shown on the Condominium Plats, and the existing physical boundaries of any such unit or common elements.

Except as otherwise hereinafter provided, the units shall each include the space bounded by and contained within the outside surface or stud side of the paneling, sheetrock or drywall portion of the interior perimeter walls, and the outside surface or masonry side of the paneling, sheetrock or drywall portion of the exterior perimeter wall, the upper side or furring side of the plaster ceiling, and the lower side or subfloor side of the finished floor of each unit. Each such unit also includes both the portions of the building as so described and the airspace so encompassed, including windows and doors to the outside surfaces thereof.

Each unit shall contain all built-in kitchen appliances installed therein and all electrical installations and fixtures for the use of such unit as well as all wiring and conduit running from and including the unit circuit breaker panel to all such installations and fixtures, and without limiting the generality of the foregoing, each unit shall include all outlets, switches, lampholders and other electrical service terminals, wherever located, for the exclusive use of said unit. Each unit shall include all of the heating and air conditioning machinery and equipment located within the said unit, and all of its controls and control wiring, and all supply, return and drain pipes to the point of their connection with their respective common risers. Each unit shall also contain all duct work, if any, running from said heating and air-conditioning equipment to, and including, the outlets thereof into the unit. Each unit shall contain the range hood fan, if any, and the bath fan, if any, and the connecting duct work to the vertical shaft. Each unit shall also include all bathroom and kitchen plumbing fixtures and connections therefor, including all

sinks, built-in dishwashers, disposals, faucets, commodes, bathtubs and shower stalls and including hot and cold water pipes to, and drain pipes from, respectively, the point of connection with each such fixture to the point where each such pipe or drain connects with its common riser. Unless specifically excluded by the terms of this Article, each unit shall include all improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of said unit as set forth herein as well as the improvements, fixtures and installations specifically included by the terms hereof whether or not said improvements, fixtures and installations are located within said boundaries; provided, however, that whenever load-bearing walls, partitions or columns are located within the boundaries of the units, said unit shall be deemed to include only the non-load-bearing or non-structural portions of said walls, partitions or columns separately.

In interpreting deeds, declarations and plans, the existing physical boundaries of a unit constructed or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in a deed, plat or this Declaration, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the plat or in deed and those of the building.

ARTICLE V

Description of Common Elements

The common elements include all of the Condominium, except the units. The common elements are divided into limited common elements and general common elements.

Limited Common Elements. Any shutters, awnings, window boxes, doorsteps, stoops, sidewalks, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated and appurtenant exclusively to the unit to which they are attached or assigned. These limited common elements are reserved for the exclusive use of the units to which they are

appurtenant by reason of attachment or assignment, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Any expense of ordinary maintenance or repair relating to such limited common elements shall be the responsibility of the owner of the unit to which the element is appurtenant or the unit owners sharing such elements, but all structural maintenance, repair or replacement thereof shall be treated and paid for as part of the common expense of the Council unless the same shall be caused by negligence or deliberate act of an individual unit owner or other persons residing in a unit with the unit owner's actual or implied consent or replacement relating to such limited common elements referred to in this Part shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

General Common Elements. The general common elements of the Condominium shall consist of all the common elements not described above as a part of the limited common elements and specifically including the garages and abutting sidewalks. Each unit owner shall have the right to use the garage space designated for his/her unit which space will include all square footage and cubic footage available within the boundaries defined upon purchase. Any expense of maintenance, repair or replacement relating to the general common elements and structural maintenance, repair or replacement of the general common elements, shall be treated and paid for as a part of the common expense of the Council unless the same shall be caused by the negligence or deliberate act of the individual unit owner or persons residing in a unit with the unit owner's actual or implied consent or permission, in which case expense of maintenance, repair or replacement relating to such general common elements referred to in this part shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

ARTICLE VI

Interest Acquired

Each unit in the Condominium has all of the incidents of real property and the owner of a unit shall have such estate in fee simple therein as may be acquired in real property, including an estate in fee simple absolute and shall have the

same estate as to an undivided percentage interest in the common elements in the Condominium as set forth in Article IV above.

The percentage interest of each unit owner in the common expenses and common profits of the Condominium shall be as shown on Exhibit B attached hereto and made a part hereof. The percentage interest of each unit approximates the total square footage of the units, garage and basement where applicable.

These percentage interests shall have a permanent character and except as provided herein, may not be changed without the written consent of all of the unit owners and their mortgagees.

ARTICLE VII

Administration

The administration of the Condominium shall be by the Council established by the By-Laws appended to this Declaration and shall be in accordance with the laws of the State of Maryland and with the provisions of this Declaration, said By-Laws and any proper amendments thereof. To oversee administration of the Condominium, The Baltimore Corporation for Housing Partnerships (BCHP), its designate, successor or assigns, shall be appointed Trustee by the unit owners, subject to the approval of any lienholders of any first deed of trust, mortgage instrument and encumbrance duly recorded among the Land Records of Baltimore City, Maryland.

ARTICLE VIII

Votes

Each unit in the Condominium is entitled to one (1) vote appurtenant to the unit at meetings of the Council. In the case of a tie, or the lack of a quorum as defined in the By-Laws, the Trustee is entitled to one (1) vote.

ARTICLE IX

Compliance

Each owner shall comply with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Council or its representatives, as lawfully amended from time to time and uniformly enforced, and failure to comply with any such provision, decision or resolution, shall be grounds for an action by the Council for damages, foreclosure and/or injunctive relief, or any combination thereof, or any other action or relief available at law or in equity.

ARTICLE X

Lien for Assessments

Subject to the limitation upon the lien for assessments imposed by Article XIV hereof, sums assessed by the Council to meet the budget adopted by the Council pursuant to the By-laws to pay common expenses and other sums properly assessed by the Council shall be a lien against the unit to which the assessment applied, the amount of such lien as defined in Exhibit C as "Condominium Fees". To create a lien as a result of the failure of the owner to pay an assessment, the Council within one (1) year after the date the assessment becomes due, must give written notice to the owner. Such notice shall be sent to the owner at his/her last known address, by certified or registered mail, return receipt requested, and shall be substantially in the following form (or such other form as may be required by law from time to time):

Notice of Intention to Create a Lien

This is to inform you that 118 Mount Council of Unit Owners (hereinafter known as the intends to create a lien pursuant to the Maryland Contract Lien Act and pursuant to the Declaration and By Laws of Condominium Association against {insert name of unit against which lien is to be affected} in 118 Mount Condominium located in Baltimore City, Maryland {insert name of unit owner, as the same appears in the Land Records of Baltimore City} is indebted to the Council in the amount of {insert amount of all unpaid assessments levied against owner of unit involved} as of {insert month, day and year as of which sum due} for {insert an Explanation of the unpaid assessments}, plus

interest thereon at the rate of {insert highest rate allowed by this article} accruing from {insert date that interest began to accrue on amounts due and unpaid}, a late charge of {insert amount of late charges}, cost of collection and reasonable attorney's fees.

Within thirty (30) days after this notice is mailed to you, you may file a complaint in the Circuit Court for Baltimore City to determine whether probable cause exists for the establishment of a lien and you may request a hearing concerning the establishment of a lien pursuant to the Maryland Contract Lien Act.

118 Mount Council of
Unit Owners

By: _____
{Officer's Title or
(Agent) Address and
Telephone Number}

If the court orders a lien to be imposed pursuant to the procedures set forth in the Maryland Contract Lien Act, or if the unit owner against which a lien is intended to be imposed fails to file a complaint pursuant to the Maryland Contract Lien Act, the Council may file a statement of lien among the Land Records of Baltimore City where the property is located within the earlier of (a) the expiration of thirty (30) days of the court order; or (b) one hundred twenty (120) days after notice as set forth above was mailed to the owner.

By the acceptance of any title to, or ownership of, his/her condominium unit, the owner shall be deemed to have expressly authorized creation, enforcement and foreclosure of the lien pursuant to the Maryland Contract lien Act by the Association in the same manner, and subject to the same requirements, as the foreclosure on mortgages on real property in this State, containing a power of sale or an assent to a decree, or both; assented to the passage of a decree for the sale of his/her condominium unit after the continuance of his/her default following the imposition of the lien, the then President of the Council, acting as agent of the Council and the natural person authorized to exercise the

power of sale on its behalf, shall have the absolute power, right and privilege to sell the condominium unit in accordance with the public general laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such laws and rules are from time to time amended and supplemented: provided, however, that no action may be brought to enforce the lien except after ten (10) days' written notice to the defaulting owner, given by certified mail, return receipt requested, at the address of the owner shown on the roster or books of the Council. Suit against the Owner of the unit for any deficiency following foreclosure may be maintaining in the same proceeding and suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The terms of any such foreclosure sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

Upon such foreclosure, the condominium assessment lien shall have preference over any other assessment, lien, judgment or charge of whatsoever nature except:

a. General and special assessments for real estate taxes on the Condominium unit; and

b. The lien of any first deed of trust, mortgage instrument or encumbrance duly recorded on the Line is recorded among the Land Records of Baltimore City, Maryland

Subject to such priority, upon any such sale of the property under this provision, the proceeds shall be applied as follows:

1. The repayment of all expenses incident to the sale, including a counsel fee of Seven Hundred Fifty Dollars (\$750.00) for conducting the proceedings if without contest, but if legal services shall be rendered to the Council or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed a trustee for making sale of property by virtue of a decree of the court having equity jurisdiction in the State of Maryland;

2. To the payment of all claims of the Council hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit; and

The balance, if any, to the owner of the unit, or to whomsoever may be entitled to the same.

In the event the assessment shall be paid after any advertisement of the unit, but before the sale thereof, the owner hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this provision, and a commission on the total amount of the assessment indebtedness equal to one-half the percentage allowed as commission to trustees making sale under orders or decree of the court having jurisdiction in the State of Maryland; but said sale may be proceeded with unless, prior to the date appointed therefor, payment be made of said assessment, costs and expenses and commission.

The Council shall have the power to bid on the unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

ARTICLE XI

Common Expenses

All expenses of maintenance of the common elements and for the operation of the Condominium shall be assessed to all units in proportion to the percentage interest in the common expenses for the unit as set forth in Article VI above and Exhibit C. All such charges against any Condominium unit and all charges applicable to that unit for repairs (or other corrections) to a unit made pursuant to Section 6.4 of the By-Laws shall be levied and assessed as a lien in accordance with the Maryland Condominium Act at the beginning of each fiscal year and shall become due and payable in installments, subject to acceleration on default, as the By-Laws shall provide.

ARTICLE XII

Compliance with Condominium Regime

All present and future owners, tenants and occupants of units shall be subject to and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement between such owner, tenant or

occupant and the Council that the provisions of this Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE XIII

No Exemption from Liability

No owner of a Condominium unit may be exempt from liability for his/her contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his/her unit.

ARTICLE XIV

Grantor/Grantee Liability

In voluntary conveyance of a Condominium unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Council against the grantor for his/her share of the common expenses up to the time of the voluntary grant without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such contract purchaser shall be entitled, on written request, to a statement in writing from the Council setting forth the amount of any unpaid assessments against the grantor due the Council and such purchaser shall not be liable for, nor shall the Condominium unit conveyed be subject to a lien for any unpaid assessments made by the Council against the grantor or unit in excess of the amount therein set forth.

ARTICLE XVEasement

The Council, Trustee and Management Agent, if any, and their agents or employees, shall have an irrevocable right and easement to enter units to make repairs to that unit, other units or common elements when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than that unit, and to restore any part of the Condominium. Such entry to a unit shall only be made after twenty-four (24) hours' notice given to the owner or occupant of the unit, except in the event of an emergency in which event entry may be made without prior notice.

In addition to any easement established by laws, each unit shall have, appurtenant thereto, an easement in the common elements for the purposes of providing maintenance, support, repair or service for such unit and to and for the ducts, pipes, conduits, vents, plumbing, wiring and other utility services to the unit. This easement, whether included in said boundaries or otherwise, is a common element.

If any part of the common elements encroaches upon any unit, or if any unit or any part thereof encroaches upon a common element, whether such encroachment is attributable to design, construction, settlement or shifting of the Condominium, or any other reason whatsoever beyond the control of the Council and/or any unit owner, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does hereby exist. Further, such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment where necessary.

ARTICLE XVISeverability

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XVII

Waiver

No provision contained in the Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE XVIII

Number and Gender

Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and the use of any gender shall be applicable to all genders.

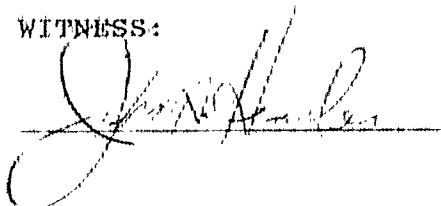
ARTICLE XIX

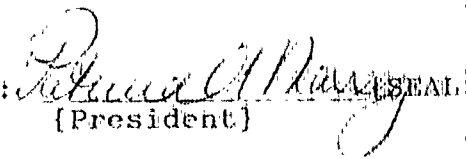
Benefit

This Condominium Declaration shall be binding upon and inure to the benefit of the Council herein, its successors and assigns.

WITNESS the hands and seals of the Council.

WITNESS:



By:  (SEAL)
[President]

Schedule A

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 BEGINNING for the same on the northwest corner of Mount Street and Lemmon Alley, and running thence northerly binding on the west side of Mount Street 15 feet 8 inches, thence westerly parallel with Lombard Street 99 feet to the west side of a 10 foot alley, thence southerly parallel with Mount Street and binding on the west side of said 10 foot alley with the use thereof in common 15 feet 8 inches to Lemmon Alley, and thence easterly binding on the north side of Lemmon Alley 99 feet to the place of beginning. The improvements thereon being known as No. 118 S. Mount Street.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of March, 10 1998, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Patricia A. Massey, who is acknowledged to be the President of 118 Mount Condominium Council of Unit Owners she, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal

My Commission Expires: 7-11-98

Coral V. Reed
Notary Public

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

118 MOUNT COUNCIL OF UNIT
OWNERS

Patricia A. Massey
By: Patricia A. Massey (SEAL)
{President}

EXHIBIT B

UNIT NUMBER

PERCENTAGE INTEREST IN COMMON
PROFITS AND COMMON EXPENSES
PLUS PERCENTAGE INTEREST IN
COMMON ELEMENTS

A	50
B	50
	<hr/> 100

EXHIBIT C

ESTIMATED ANNUAL OPERATING BUDGET
FOR
118 MOUNT CONDOMINIUM
PROJECT ANNUAL COSTS

1.	Maintenance and service of common elements, including cost of supplies repairs, caulking, waterproofing, sidewalks, and settlement cracks, touch-up painting, etc.	500
2.	Insurance-Condominium Fire and Extended Coverage Package. All-Risk Liability Coverage.	650
3.	Administrative Expense, including cost of collections, disbursements, meetings, notices and other condominium records.	130
4.	Legal and accounting fees, including services of accountant in preparation of the operating budget, bookkeeping, accounting and preparation and maintenance of financial records.	100
5.	Contingency and miscellaneous item	100
6.	Reserve Fund for replacement of common elements-all estimated without intent to establish or warrant a life for any item or the date of commencement of any life or the beginning of any reserve fund.	500
		1980

ESTIMATED CONDOMINIUM FEES
FOR
118 S. Mount Condominium

UNIT A	=	\$990 Annually/- \$82.50 monthly
UNIT B	=	\$990 Annually/- \$82.50 monthly

RECEIVED FOR RECORD
CIRCUIT COURT FOR
BALTIMORE CITY
92 APR 21 AM 8:23
SAUNDRA E. BANKS, CLERK

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E. Banks

244

31731-0034

001#9334 A 1111 RECORD \$73.00

001#9334 A 1111 SF/AST \$2.00

118 S. MOUNT CONDOMINIUM

BY-LAWS

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