

Rossville Professional Center

1232 Rad Road

Baltimore, Maryland 21237

To Whom It May Concern,

This is to verify that monthly condominium fee for the suite 101 at Rossville professional Center is \$340.07. There is a \$15 late fee charge if the condominium fee is paid later than 5th of each month.



Homa Lahiji

Association Manager

Rossville Professional Center

1232 Race Road, Baltimore, Maryland 21237

<u>Annual Expenses</u>	<u>2016</u>	<u>2017</u>
4BGE	\$4493.25	\$4133.8
Water	\$1799.66	\$ 1647.98
Trash Removal	\$2555.5	\$2086.45
Verizon	\$ 841.34	\$ 684.32
Elevator	\$4650	\$4815.22
Cintas (Lobby Mats)	\$ 851.76	\$ 918.06
KLM Cleaning Service	\$3090	\$3150
Insurance (Liberty Insurance)	\$5421	\$5450
Management Fee	\$3600	\$3600
Snow Removal	\$3267.50	\$ 631.25
Techmark/Relliance/Fire Protection	\$1216.32	\$1180.78
Lawn Care	\$1049	\$1626.25
Tax Preparation	\$ 500	\$ 530
Repairs	\$4250.12	\$880
Miscellaneous	\$153.78	\$ 738.89
<u>Total Expenses:</u>	<u>\$37739.23</u>	<u>\$32073.</u>
<u>Total Income:</u>	<u>\$45747.41</u>	<u>\$33621.10</u>
	(\$10.14 interest)	(\$3.83 interest)

ROSSVILLE MEDICAL CENTER - A CONDOMINIUM

CONDOMINIUM REGIME DECLARATION

THIS DECLARATION, made in Baltimore, State of Maryland, this ____ day of _____, 1989, by 1232 RACE ROAD LIMITED PARTNERSHIP, a Maryland limited partnership.

WHEREAS, by Deed dated the ____ day of _____, 1989, by and between _____, Grantors, and the said 1232 RACE ROAD LIMITED PARTNERSHIP (hereinafter referred to as "Developer"), Grantee, which deed is recorded among the Land Records of Baltimore County, in Liber _____, No. _____, Folio _____, etc. the Grantor conveyed certain property unto Developer; and

WHEREAS, Developer as aforesaid intends to construct a four-story office building on the property as aforesaid and Developer intends to subject the property conveyed to it as aforesaid, and the improvement thereon, to a condominium regime, such property conveyed to Developer as aforesaid containing _____ acres of land, more or less, more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer has caused to be prepared by _____, engineers, a series of plats (the "Condominium Plats") consisting of _____ sheets, dated the ____ day of _____, 1989, and entitled "Rossville Medical Center Office Condominium".

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

ARTICLE I

Declaration of Condominium

Developer hereby declares its intent and does subject to a condominium regime (hereinafter referred to as the "Condominium") pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all those parcels of ground lying in Baltimore County, 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 parcels 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 County, aforesaid.

ARTICLE II

Name

The name of the Condominium shall be:

ROSSVILLE MEDICAL CENTER OFFICE CONDOMINIUM

ARTICLE III

Description of Condominium

The Condominium consists of the property described in Exhibit A attached hereto and the improvements thereon.

The improvements consist of a four-story structure, which includes ~~twelve condominium units 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 attached 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 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, each unit shall include the space bounded by and contained within the unit from the division line between that unit and any adjoining unit, as shown on the Condominium Plats, the division line between that unit and any adjoining interior common element, as shown on the Condominium Plats, and the inside surface of the exterior blot wall of the building, as shown on the Condominium Plats, and the upper surface of the unfinished structural concrete floor slab and the upper side or furring side of the drywall or acoustical ceiling of each unit or the upper unit division line therefor as shown on the Condominium Plats. Each unit also includes both the portions of the building as so described and in the airspace so encompassed, including window glass and doors to the outside surfaces thereof. ~~Each such unit shall contain 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, wherever located. Each unit shall contain the bath fan, if any, and the connecting duct work or flues to the exterior of the building. Each unit shall also include all plumbing fixtures and connections therefor, including all sinks, faucets, commodes, bathtubs and shower stalls, if any, 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 said boundaries, said unit shall be deemed to include only the nonload-bearing or nonstructural portions

of said walls, partitions of columns respectively, nor shall any such unit be deemed to include any main, duct, chase, stack, raceway, wire, conduit, line drain, pipe, meter or other similar thing or device which is used in providing any utility or service to any portion of the Condominium other than, or in addition to, such unit, whether the same are located within said boundaries or not.

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 the 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. Limited common elements, if any, are as shown on the Condominium Plats and include, but are not necessarily limited to the hallways or corridors on the second through fourth levels, both inclusive, of the building. ~~Fixtures designated to serve a single unit, but located outside the unit's boundaries, if any, are limited common elements,~~ as shown on the Condominium Plats. All limited common elements are allocated and appurtenant exclusively to the unit or units they adjoin or to which they are attached, or to which they are assigned as shown on the Condominium Plats. These limited common elements are reserved for the exclusive use of the unit or units to which they are appurtenant to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant, provided, however, these limited common elements shall be subject to the easements provided for in Article XV (Easement) hereof and such other easements as may be established by law, and further an easement shall exist as to the hallways or corridors on the second through fourth levels of the building or ingress and egress to and from the units accessible thereby and for emergency purposes and to maintain, service, repair and/or replace common areas accessible thereby, any expense of ordinary maintenance, replacement or repair relating 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; except that cleaning the exterior of all window glass shall be an operating expense of the Council and paid as a common expense, and any expense of ordinary maintenance, replacement or repair of hallways and corridors on the second through fourth levels of the building that are appurtenant to units of more than one owner and are not enclosed within the suite of that owner, shall be an operating expense of the Council and paid as a common expense, but any expense of ordinary maintenance, replacement or repair of hallways and corridors on the second through fourth levels of the building that are appurtenant to units of a single owner and are enclosed within the suit of that owner, shall be the responsibility of that unit owner; and except that all structural maintenance, repair or replacement of all limited common elements 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 occupying a unit with the unit owner's actual or implied consent or permission, in which case expenses of maintenance, repair 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. Any expense of maintenance, repair or replacement relating to the general common elements and for operation of the Condominium, including cleaning of all exterior surfaces (including cleaning all exterior window glass) 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 occupying a unit with the unit owner's actual or implied consent or permission, in which case expense of maintenance, repair or replacement relating to such general common elements referred to in this Article shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

ARTICLE 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 therein as may be acquired in real property, including and estate in fee simple absolute, and shall have

the same estate as to an undivided percentage interest in the common elements of 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.

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 of Unit Owners (herein referred to as the "Council") established by the Articles of Incorporation and 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 Articles of Incorporation, By-Laws and any proper amendments thereto.

ARTICLE VIII

Votes

Each unit in the Condominium is entitled to one (1) vote appurtenant to the unit at meetings of the Council of Unit Owners.

ARTICLE IX

Compliance

Each owner shall comply with the provisions of this Declaration, the Articles of Incorporation, 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, and upon any default in the payment thereof which shall continue for thirty (30) days after written notice of such default to the owner of the unit, sent to the address of the owner of the unit shown on the Roster of Members maintained by the Council, in addition to all other remedies provided by law, the owner of the unit hereby declares his assent to the passage of the decree for the sale of th unit to which the lien applies and hereby authorizes the Council or its duly designated attorney-in-fact to sell such unit. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be made in the same manner and subject to the same requirements as the foreclosure of mortgages or deeds of trust on real property in this State containing a power of sale or an assent to a decree. Suit against the owner of the unit for any deficiency following foreclosure may be maintained 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 deed of trust, mortgage instrument or encumbrance duly recorded on the unit prior to the time a Statement of Condominium Lien is recorded among the Land Records of Baltimore, County, 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 One Thousand Five Hundred Dollars (\$1,500.00) for conducting the proceedings if without contest, but if legal services shall be rendered to the Council to 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 appropriate; and a commission allowed trustees for making sale of property by virtue of a decree of the court having equity jurisdiction in the State of Maryland;

2. The 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

3. 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 in the unit at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

Payment of assessments, together with interest, late charges, if any, costs of collection and reasonable attorney's fees may be enforced by the imposition of the lien on a unit in accordance with the provisions of the Maryland Contract Lien Act.

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 that unit as set forth in Article VI above. 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 7.4 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. A copy of the current By-Laws of the Condominium is filed herewith, marked Exhibit C, and made a part hereof.

ARTICLE XIII

No Exemption from Liability

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

ARTICLE XIV

Grantor/Grantee Liability

In a 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 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 the unit in excess of the amount therein set forth.

ARTICLE XV

Easement

The Council 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 law, 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 unintentional error in design or construction, or to settlement or shifting of the Condominium, or any other reason whatsoever beyond the control of the Developer, 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.

In addition, each unit shall have and enjoy, appurtenant to it, an easement from the division line between that unit and any adjoining unit or interior common element for a distance of 2.5 inches in, on, over and across the adjoining unit, or interior common element, for the entire length of the division line, as shown on the Condominium Plats. The easement is for the sole purpose of erecting, maintaining, repairing, restoring, supporting and servicing, as reasonably necessary, a dividing wall, which may be a joint or party dividing wall, between the adjoining

units or a unit and the adjoining common element. The easement is irrevocable, and gives the owner of the dominant unit, or the Council of Unit Owners, their respective agents, servants, employees and contractors, the right to enter the easement area and attach studding and otherwise use the easement area in such manner as is reasonably necessary to erect, maintain, repair, restore, support and service the dividing wall and the improvements to be attached to it or to which it is to be attached. No window or opening shall be permitted in the wall in the easement area to look directly into an adjoining unit or provide access to the adjoining unit, unless the adjoining unit owners shall agree otherwise, nor shall any window or opening be permitted in the wall in the easement area to look directly into a unit or the adjoining common element unless the Condominium unit owner and the Council agree otherwise.

ARTICLE XVI

Severability

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 this 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 Developer herein, its successors and assigns.

ARTICLE XX

Easements, Etc. in Common Elements

The Council may grant from time to time specific easements, rights-of-way, licenses, leases in excess of one year and similar interests affecting the common elements of the Condominium if the grant is approved by the affirmative vote of unit owners having sixty-six and two-thirds percent (66-2/3%) or more of the votes, and with the express written consent of the mortgagees holding an interest in those units as to which unit owners vote affirmatively. Any easement, right-of-way, license, or similar interest granted by the Council of Unit Owners hereunder shall state that the grant was approved by unit owners having at least sixty-six and two-thirds percent (66-2/3%) of the votes, and by the corresponding mortgagees.

In addition and subject to any rights granted by law, the Board of Directors, by majority vote, for and on behalf of the Council, may grant easements, rights-of-way, licenses, leases in excess of one year, or similar interests for the provision of utility services or communication systems for the exclusive benefit of units within the Condominium.

ARTICLE XXI

Amendment of Declaration

This Declaration may be amended as permitted by the Maryland Condominium Act and subject to the requirements of Article VIII of the By-Laws.

ARTICLE XXII

Developer

As used herein "Developer" shall mean 1232 Race Road Limited Partnership, aforesaid, and its successors, and any other party to which it, or any other Developer, shall expressly assign its rights as Developer by an instrument in writing recorded among the Land Records of Baltimore County

aforesaid. No unit owner, mortgagee, lessee or contract purchaser shall, merely by virtue of its status as such, be deemed a Developer.

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

WITNESS: 1232 RACE ROAD LIMITED PARTNERSHIP

By: _____ General Partner

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, General Partner of 1232 Race Road Limited Partnership, a Maryland limited partnership, personally known to me, who made oath that he/she is a general partner as aforesaid, and as such is authorized to make this acknowledgment, and he/she acknowledged that the foregoing Declaration is the act of 1232 Race Road Limited Partnership, a Maryland limited partnership, and that said Declaration was executed and is to be recorded solely for the purpose of establishing a Condominium regime as therein provided.

AS WITNESS my hand and Notarial Seal.

_____(SEAL)
Notary Public

My commission expires: 7/1/90

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

1232 RACE ROAD LIMITED PARTNERSHIP

By: _____ General Partner

COUNCIL OF OWNERS OF THE
ROSSVILLE MEDICAL CENTER - A CONDOMINIUM, INC.

ARTICLES OF INCORPORATION

FIRST: I, Thomas A. Deliberto, whose post office address is 10 East Baltimore Street, Suite 1212, Baltimore, Maryland 21202, being at least eighteen (18) years of age, hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter referred to as the "Council") is:

COUNCIL OF OWNERS
ROSSVILLE MEDICAL CENTER - A CONDOMINIUM, INC.

THIRD: The purpose for which the Council is formed is to provide for the administration of Rossville Medical Center - A Condominium, a high-rise residential and commercial condominium regime (the "Condominium") situate and being in Baltimore County, State of Maryland, and known as 1232 Race Road, Baltimore, Maryland 21237.

In the promotion of such purpose, the Council shall have power:

(a) To make and establish rules and regulations governing the use of the Condominium.

(b) To levy and collect assessments against its members to defray the common expenses of the Condominium as provided in the Declaration and in the By-Laws establishing the Condominium, including, but not limited to, the right to levy and collect assessments for the purchase of insurance on the Condominium and insurance protection of the Council and its members and for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real, personal or mixed, including units in the Condominium, which may be necessary or convenient for the operation and management of the Condominium, and in accomplishing the purposes set forth in said Declaration and By-Laws.

(c) To maintain, repair, replace, operate and manage the Condominium, including the right to reconstruct improvements after casualty and to make further improvements to the Condominium.

(d) To contract for the management of the Condominium and to delegate such powers and duties of the Council to such manager as may be provided for in the Declaration or By-Laws of the Council.

(e) To enforce the provisions of the Declaration, these Articles of Incorporation, the By-Laws of the Council which may be adopted, and amended from time to time, and the rules and regulations governing the use of said Condominium.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Council pursuant to the Declaration.

(g) To do anything permitted by Section 11-109(d) of the Real Property Article and Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as said sections may be amended from time to time.

The foregoing enumeration of powers is made in furtherance, and not in limitation of the powers conferred upon the Council by law, and is not intended by the mention of any particular power to limit or restrict any lawful power to which the Council may be otherwise entitled. Subject to any limitations in this Article Third expressed, the Council shall be authorized to exercise and enjoy all the powers, rights and privileges granted to, or conferred upon, corporations of a similar character by the laws of the State of Maryland now or hereinafter in force.

FOURTH: The post office address of the principal office of the Council in this State is 1232 Race Road, Baltimore, Maryland 21237. The name and post office address of the Resident Agent of the Council in this State are Thomas A. Deliberto, 10 East Baltimore Street, Suite 1212, Baltimore, Maryland 21202. Said Resident Agent is an individual actually residing in the State of Maryland.

FIFTH: The Council shall not be authorized to issue any capital stock. The qualifications for membership in the Council and the rights and privileges of the members shall be provided in the By-Laws.

SIXTH: The affairs and activities of the Council, except as provided by statute, by these Articles of Incorporation and by the By-Laws, shall be conducted and managed by a Board of Directors. Said Board of Directors shall consist of three directors, which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than three (3); the

names of the directors who shall act until the first annual meeting or until their successors are elected and qualify are: Thomas A. Deliberto, Patrick Turner and George Boudreau.

SEVENTH: No director or officer of the Corporation shall be liable to the Corporation or to its stockholders for money damages except (1) to the extent that it is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received; or (2) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (a) the result of active and deliberate dishonesty, or (b) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this _____ day of _____, 1989, and I acknowledge the same to be my act.

Thomas A. Deliberto

ROSSVILLE MEDICAL CENTER - A CONDOMINIUM

BY-LAWS

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BY-LAWS
OF
ROSSVILLE MEDICAL CENTER - A CONDOMINIUM

Article I

General Provisions

1.1 - The Condominium

The property located in Baltimore County, State of Maryland, as more particularly described in Exhibit A attached to the Condominium Regime Declaration, (hereinafter referred to as the "Declaration") dated of even date and recorded or intended to be recorded among the Land Records of Baltimore County immediately prior hereto, and the improvements thereon, is hereby subjected to a condominium regime to be governed by the Declaration, these By-Laws and the Condominium Plats recorded among the Land Records of Baltimore County aforesaid. The name of the condominium regime (hereinafter call the "Condominium") is

ROSSVILLE MEDICAL CENTER - A CONDOMINIUM

1.2 - Council of Unit Owners

The Council of Unit Owners of the Condominium (hereinafter referred to as the "Council") shall be incorporated as a Maryland non-stock corporation to provide for the administration of the Condominium. The Council shall administer the operation and management of the

Condominium and undertake and perform all acts and duties incident thereto in accordance with the provisions of the Declaration, By-Laws and the applicable laws of the State of Maryland.

1.3 - Incorporation

A copy of the Articles of Incorporation of the Council is annexed hereto and made a part hereof and is hereby adopted as the Charter of the Council.

1.4 - Membership

Each unit owner in the Condominium is, and by accepting title to a unit in the Condominium, agrees that he shall automatically become a member of the Council upon his acquisition of title to the unit, and the voting rights of such member shall be as specified in Article II hereof. The membership of any such unit owner shall terminate automatically upon the said unit owner being divested of title to such unit, regardless of the means by which such ownership may be divested, but the obligations incurred by such owner while a member shall continue and the rights of the Council to enforce such obligations shall also continue, as herein provided. No person holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by virtue thereof, to membership in the Council or to any of the rights or privileges of such membership unless otherwise specifically provided by the Declaration, these By-Laws or the applicable laws of the State of Maryland. No lessee of

a unit shall be considered an owner for purposes of voting unless the lease provides otherwise.

1.5 - Application of By-Laws

The provisions of these By-Laws shall be applicable to present and future owners, tenants and future tenants and their employees, and any other person that might use the facilities of the Condominium in any manner, and such persons shall be subject to the provisions of the Declaration, these By-Laws and the applicable laws of the State of Maryland. The mere acquisition of title or rental of any unit in the Condominium or the act of occupancy of any unit will signify that these By-Laws and the provisions thereof are accepted, ratified and will be complied with by the person or persons acquiring title or renting the unit in the Condominium.

ARTICLE II

Council of Unit Owners

2.1 - Constitution

The Council hereby constituted shall be comprised of every person, firm, or corporation which owns, severally or with others, any unit within the Condominium.

2.2 - Voting

The Council shall have a total of one vote for each office unit in the Condominium regime. Voting shall be on a unit basis and each office unit is entitled to one vote as provided in the Declaration. If the Secretary of the

Council is present at the meeting, he shall count the votes, and if he is not present, the President (or other presiding officer) shall designate some member present to count the votes at the meeting.

2.3 - Majority of Owners

As used in these By-Laws, the term "a majority vote of owners" shall mean more than fifty percent (50%) of the total of votes appurtenant to units in the Condominium represented and voting at the meeting and constituting a quorum. Except as otherwise provided by law, a majority vote of owners is required to adopt decisions by the Council.

2.4 - Quorum

At any meeting of owners, the presence in person or by proxy of owners entitled to cast no less than twenty-five percent (25%) of the total votes appurtenant to units in the Condominium shall constitute a quorum.

2.5 - Proxies

Votes may be cast in person or by proxy. Proxies shall be in writing and must be filed with the Secretary (or if he is not present, such other person as the President may designate) before the appointed time of the meeting. A proxy shall be effective only for a maximum period of one hundred eighty (180) days following the issuance, unless granted to a mortgagee or lessee of a unit.

ARTICLE III

Administration

3.1 - Administration

The Council shall have the responsibility of administering the Condominium, adopting an annual budget, establishing and collecting assessments and arranging for the management of the Condominium pursuant to an agreement containing provisions relating to duties, obligations, removal and compensation of the managing agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority vote of owners. Except as to those matters which the law specifically requires shall be performed by a vote of owners of the units, the administration of the foregoing responsibilities shall be performed by the Board of Directors.

3.2 - Place of Meeting

Meetings of the Council shall be held at the principal office of the Condominium or such other suitable place convenient to the owners as may be designated by the Board of Directors.

3.3 - Initial Meeting

The initial meeting of the Council shall be held within six (6) months of the creation of the Condominium regime, or within sixty (60) days from the date that fifty percent (50%) of the percentage interests in the Condominium have

been conveyed by Developer to initial purchasers of units, whichever occurs first.

3.4 - Annual Meetings

An annual meeting of the Council shall be held during each fiscal year of the Council on such date as shall be designated by the Board of Directors.

If the date of the annual meeting shall fall on a legal holiday, such annual meeting shall be held on the next succeeding business day which is not a legal holiday.

At such meeting there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 4.5 of these By-Laws. The owners may also transact such other business of the Council as may properly come before them.

3.5 - Special Meetings

It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board of Directors or upon a petition signed by the owners holding more than one-third (1/3) of the votes appurtenant to all units in the Condominium, and have been presented to the Secretary. The notice of any special meeting shall state the time and place of meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.6 - Notice of Meetings

It shall be the duty of the Secretary to deliver a notice of each annual or special meeting stating the purpose

thereof, and the time and place where it is to be held, to each owner of record, at least ten (10), but not more than ninety (90) days, prior to such meeting. The mailing of a notice to each member to the address shown on the roster of the Council shall be considered notice served.

3.7 - Adjourned Meetings

If any meeting of the Council cannot be organized because a quorum has not attended, either in person or by proxy, the persons who are present, either in person or by proxy, may adjourn the meeting and reconvene as provided for by Maryland law.

3.8 - Order of Business

The order of business at all meetings of the Council shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

3.9 - Fiscal Year

The fiscal year of the Council shall be such as may from time to time be established by the Board of Directors.

3.10 - Roster of Members

For purposes of notice by the Council, the address of a unit owner shall be care of his or their unit in the Condominium. If any unit owner shall desire to change his or their mailing address, then the unit owner may change the designated address by written notice to the Council. The Council shall maintain from the information provided by unit owners a current roster of the names and addresses of the owners of each unit.

ARTICLE IV

Board of Directors

4.1 - Number and Qualification

(a) The affairs of the Council shall be governed by a Board of Directors composed of three (3) persons, all of whom must be owners of units in the Condominium, except that the members of the Board of Directors designated in the Charter of the Council need not be owners of units in the Condominium.

(b) At any time beginning three (3) years after the Council is incorporated, the Board of Directors may be increased or decreased by a majority vote of owners, but shall never be less than three (3).

4.2 - Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by

law or by these By-Laws directed to be exercised and done by the Council, including, but not limited to, the power to make assessments against unit owners to provide funds for the payment of current common expenses and for the creation of reserves for the payment of future common expenses for the Condominium as set forth in the budget adopted pursuant to these By-Laws.

4.3 - Other Duties

In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board of Directors shall be responsible for the following:

- (a) Adoption of a budget for the Condominium pursuant to these By-Laws;
- (b) Care, upkeep and surveillance of the Condominium and the common elements;
- (c) Collection of monthly assessments from the owners;
- (d) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium and the common elements.

4.4 - Management Agent

The Board of Directors shall employ for the Council a professional management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3 of this Article, except Subparagraph (a) thereof.

4.5 - Election and Term of Office

The original Directors named in the Charter of the Council shall serve for a term of three (3) years, or until their successors are chosen and have qualified. Upon expiration of the term of the original Directors, the Council shall elect one director for a term of three (3) years, one director for a term of two (2) years, and one director for a term of one (1) year, each to serve until his successor has been chosen and qualified. Thereafter, the term of office of each director shall be three (3) years.

4.6 - Vacancies

Vacancies in the Board of Directors caused by any reason other than the removal of a director shall be filled by vote of the majority of the remaining directors, even though they constitute less than a quorum and each person so elected shall serve for the remainder of the term he was selected to fill.

4.7 - Removal of Directors

At any regular or special meeting of the Council duly called, any one or more of the directors (except an original director named in the Charter of the Council) may be removed with or without cause by a majority vote of owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

4.8 - Organization Meeting

The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, providing a majority of the whole Board is present.

4.9 - Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least one (1) meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given in writing to each director, personally or by mail or telegraph, at least three (3) days prior to the day named for such meeting. A notice of meetings of the Board of Directors shall be sent at least annually to members of the Council as required by the Maryland Condominium Act.

4.10 - Special Meetings

Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given in writing, personally or by mail or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the

President or Secretary in like manner and on like notice on the written request of at least two (2) directors.

4.11 - Waiver of Notice

Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him or the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 - Board of Directors' Quorum

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting that is duly reconvened, any business which might be transacted at the meeting as originally called may be transacted without further notice.

4.13 - Fidelity Bonds

The Board of Directors shall require that any officer, agent or employee of the Council handling or responsible for Council funds furnish an adequate fidelity bond. The

premiums on such bonds shall be paid by the Council. The amount of each bond shall be determined by the Board of Directors.

4.14 - Compensation

No compensation shall be paid to any director or officer for services rendered as such director or such officer unless such remuneration is fixed by a majority vote of owners.

4.15 - Indemnification of Officers and Directors

The Council may provide any indemnification permitted by Maryland law, and shall provide any indemnification required by Maryland law, but in any event shall indemnify officers, agents and employees of the Council, at least as follows:

(a) The Council shall indemnify any director or officer of the Council 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 Council) by reason of the fact that he is or was such director or officer of any employee or agent of the Council, or is or was serving at the request of the Council as a director, officer, employee or agent of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted

in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Council, 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 the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Council, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Council shall indemnify any director or officer of the Council who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Council to procure a judgment in its favor by reason of the fact that he is or was such a director or officer or any employee or agent of the Council, or is or was serving at the request of the Council as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such 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 Council, except that no indemnification shall be made in

respect to any claim, issue of matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Council unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

(c) To the extent that a director or officer of the Council has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) or (b) of this Section 4.15 or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph (d) of this Section 4.15.

(d) Any indemnification under paragraphs (a) or (b) of this Section 4.15 (unless ordered by a court) shall be made by the Council only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) and (b) of this Section 4.15. Such determination shall be made (i) by the Board of Directors of

the Council by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested directors so directs, by independent legal counsel (who may be regular counsel for the Council) in a written opinion; and any determination so made shall be conclusive.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Council in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Council as authorized in this Section 4.15.

(f) Agents and employees of the Council who are not directors or officers of the Council may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Council.

(g) Any indemnification pursuant to this Section 4.15 shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

4.16 - Other Interests

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

ARTICLE V

Officers

5.1 - Designation

The executive officers of the Council shall be a President who shall be a director, a Vice President who shall be a director, a Treasurer, a Secretary and such other officers as the Board of Directors in their judgment may deem necessary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed with or without cause by vote of the directors at any meeting. Any person, except the President, may hold two or more offices.

5.2 - President

The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors, and he shall have the right to vote. He shall have all the general powers and duties which are usually vested in the office of a president of a council, including, but not limited to, power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council.

5.3 - Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President

nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

5.4 - Secretary

The Secretary shall keep the Minute Book of the Council in which shall be kept the minutes of all meetings of the Board of Directors and the Council recording resolutions adopted by them. The Secretary shall also have charge of all other books and papers of the Council as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of Secretary.

5.5 - Treasurer

The Treasurer shall have responsibility for funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council, and he shall keep such books and records in accordance with good accounting practices applied on a consistent basis. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council in such depositories as may from time to time be designated by the Board of Directors. If a Managing Agent is engaged by the Board of Directors, then the Treasurer may delegate to the Managing Agent the responsibility for maintaining the fiscal books of

account, provided monthly statements are submitted to him by such Managing Agent.

ARTICLE VI

Budget and Special Assessments

6.1 - Budget

The Board of Directors shall adopt for the Council at a regular or special meeting of the Board a budget for each fiscal year to meet current common expenses and for the creation for reserves for the payment of future common expenses for the Condominium. Such budget shall provide for at least the following items:

- (a) Income;
- (b) Administration;
- (c) Maintenance;
- (d) Utilities;
- (e) General expenses;
- (f) Reserves;
- (g) Capital items.

6.2 - Notice of Budget

Copies of the proposed budget shall be furnished to each owner of a unit at least thirty (30) days before its adoption by the Board of Directors.

6.2 - Special Assessments

In addition to the above, the Board of Directors may at any time recommend a special assessment applicable to that year only for the purpose of defraying, in whole or in part,

the cost of any construction, reconstruction, repair or replacement of a capital improvement of the common elements, including fixtures and personal property related thereto, and/or to meet any other emergency or unforeseen expenses of the Council. Notice or recommendation of such special assessment by the Board of Directors shall be given to each owner of a unit at least fifteen (15) days before a special meeting of the Council called for the purpose of considering the special assessment, and such special assessment shall be submitted for adoption by the Council at such special meeting. The special assessment recommended by the Board shall be deemed adopted by the Council only upon resolution of the Council approved by at least two-thirds (2/3) of the votes present and entitled to be cast at the special meeting called for the purpose of considering the special assessments.

ARTICLE VII

Obligation of Owners

7.1 - Assessments

Commencing with recording of the Declaration to establish the Condominium regime, each owner is obligated to pay the annual assessment to meet the budget and any special assessment adopted by the Council applicable to his unit and by accepting title to a unit as owner, the owner does hereby (jointly and severally if more than one person) covenant and agree to pay to the Council all assessments and

installations thereof, including any special assessment, coming due while he is the owner of the unit. The amount of an assessment of each owner shall be in proportion to the percentage interest in the common expenses of the Condominium appurtenant to his unit as set forth in Exhibit B of the Condominium Regime Declaration. For purposes of this provision, the Developer shall be deemed the owner of each unit which it has sold.

7.2 - Surplus Receipts

Any surplus of receipts over expenses of the Council for any fiscal year shall be either applied to reduce the assessments necessary to meet the budget adopted by the council for the next fiscal year, or refunded by the Council to each owner in proportion to such owner's respective individual percentage interest in the Common expenses as set forth in the Declaration, and may be prorated among the unit owners (and former unit owners), including the Developer, based on the portion of the previous fiscal year that each such owner (or former owner), including the Developer shall have held record title to the unit, as determined by resolution of the Board of Directors.

7.3 - Lien for Assessment and Reserve Fund

(a) The assessment upon each unit owner shall be paid to the Managing Agent employed by the Board of Directors, if there should be one, or else to the Treasurer, or as may otherwise be provided by the Board of Directors, provided, however, that in the event the budget adopted by the Council

shall include an item for a reserve fund for capital improvements and/or replacement of capital facilities in the common elements of the Condominium, a proportionate amount of each assessment payment received by the Council applicable to the reserve fund item in the budget shall be received and held by the Council in trust, and shall be held by it separate and apart from other Council funds. Such trust funds shall be retained by the Council and used only for capital improvements and/or replacement of capital facilities in the common elements of the Condominium upon the approval of a majority vote of owners; except that in any fiscal year, the Board of Directors, by a majority vote of a quorum thereof, shall have authority to approve the use of not more than Three Thousand Dollars (\$3,000.00) of said trust funds for such capital improvements and/or replacement of capital facilities in the common elements of the Condominium.

(b) The amount of the annual assessment and any special assessment adopted by the Council shall be deemed and assessed as a lien upon the unit to which the assessment applies as of the beginning of the fiscal year, as to the annual assessment, and as of the date of the adoption of the assessment as to any special assessment. The annual assessment shall be payable in equal monthly installments. Any special assessment adopted by the Council shall be payable as determined by the Council when it adopts the special assessment. Each monthly installment shall be due

on the first day of the month for which it is payable, and such payment shall be deemed to be in default if not paid by the tenth (10th) day of the month for which it is payable. After default in the payment of any one or more monthly installment of the assessment, the balance in full of such assessment, at the option of the Board of Directors, may be declared due and payable if not prohibited by Maryland law and in the event said assessment is not paid within fifteen (15) days after written notice of the acceleration to the unit owner is given by certified mail, return receipt requested, to the address of the unit owner shown on the books of the Council, then and in that event the Council shall be entitled to force payment of said lien by foreclosure or otherwise according to the laws of the State of Maryland and as provided in the Declaration.

(c) If the payment of any assessment or installment thereof shall be in default for in excess of fifteen (15) days, the Council may impose interest at the rate of twelve percent (12%) per annum on the unpaid assessment from the due date thereof as an additional assessment on the unit, plus a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater, provided a charge may not be imposed more than once for the same delinquent payment. In addition, the unit owner shall be liable for all costs of collecting any such assessment or any installment thereof, including reasonable attorneys' fees and court costs, if

any, and all such costs and charges shall be deemed an additional assessment against the unit.

(d) In the event the Council shall record a Statement of Lien against a unit as allowed by law, the Statement shall be signed and verified by any of the President, Vice President, the Secretary or Treasurer of the Council. If the Council has recorded a Statement of Lien as herein provided, and the amount necessary to release the Lien has not been paid at the time of any meeting of the Council, the owner of the unit against which the Lien has been filed, shall be prohibited from voting at that meeting.

(e) In the event the Council shall bring an action against a unit owner for enforcement of any of the provisions of the Declaration, By-Laws or House Rules of the Council, and the Council shall prevail in any such action (as conclusively determined by the fact that in any such action court costs shall be charged against the party sued by the Council), then the unit owner shall be liable to the Council for its reasonable attorneys' fees and other costs incurred in connection with the proceedings, and all such costs and charges shall be deemed an additional assessment against the unit, payable with the next month's assessment due after the Council shall submit a bill therefor to the unit owner, and in default of payment when due, the Council shall be entitled to enforce collection therefor in the same manner as provided for in paragraph 7.3(b) above.

7.4 - Maintenance and Repair

(a) Every owner must perform promptly all maintenance and repair work within his own unit and the limited common elements reserved for the use of that unit (except that cleaning the exterior of all window glass will be a common expense of the Council) if the omission of such work would be detrimental to the Condominium or to any other unit, and he shall be liable to the Council for damage incurred by reason of his failure to perform such work. If such work is not commenced, and thereafter diligently pursued to completion, by the owner, immediately in the event of an emergency, or within ten (10) days after written demand therefor from the Council, then the Council may enter the unit and perform the work at the expense of the unit owner, which expense shall be added to, and become due and payable with the unit owners' next current monthly assessment payment due the Council.

(b) All repairs, maintenance, painting and upkeep of installations of the unit, such as pipes, ducts, wires, conduits, electrical panels and other utility services serving only that unit, interior doors and windows and all other accessories belonging to the unit shall be the owner's expense.

(c) An owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through negligence or willful misconduct of such owner.

(d) Structural repairs, whether within a unit or in the common elements, shall be the responsibility of the Council as a common expense, unless the same shall be caused by the negligence or deliberate act of the individual unit owner or other persons residing in the unit with the unit owner's actual or implied consent or permission, in which case such expenses of repairs relating to such common elements 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.

7.5 - Use of Condominium Units - Restrictions on Changes

(a) An owner shall not subdivide or make structural modifications or alterations to his unit, or installations located therein, nor make any changes to the exterior portion of the unit (whether by enclosing, painting or other treatment of any door, window, trim or otherwise) without having first notified the Council in writing and have first obtained in advance the written approval of the Council, acting by and through its Board of Directors. The Council shall not unreasonably withhold its approval and shall have the obligation to approve or disapprove such proposal in writing within thirty (30) days and failure to do so within the stipulated time shall be construed to mean that there is no objection to the proposed modification or alteration and that consent is granted.

(b) If any unit is subdivided into more than one (1) unit, or two (2) or more units are altered to change the dimensions of such units with the consent of the Council as above provided, an amendment to the Declaration reflecting such authorized alteration of a unit or units shall be signed and acknowledged by the Council and by the owners of the units affected and their mortgagees, and promptly recorded among the Land Records of Baltimore County by the owners of the units affected. If the percentage interest applicable to the unit or units altered are to be reapportioned between the units, the fact of any change shall be shown in such amendment to the Declaration.

(c) An owner of a unit shall not petition or join in any petition or any rezoning (whether a variance, special exception, reclassification or otherwise) of a unit in the Condominium without previously notifying the Council in writing through the Management Agent, if any, or through the President of the Council, if no Management Agent is employed, and obtaining in advance the written approval of the Council, acting by and through its Board of Directors. The Council shall not unreasonably withhold its approval and shall have the obligation to approve or disapprove such proposal in writing within thirty (30) days and failure to do so within the stipulated time shall be construed to mean that there is no objection to the proposed rezoning and that consent is granted.

7.6 - Right of Entry

Every owner does hereby grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors of the Council in case of any actual or apparent emergency originating in, or threatening, his unit, whether the owner is present at the time or not, and at other times upon reasonable notice to enter the unit to make such structural or other repairs or take such action as the Council may reasonably deem necessary for the safety and benefit of the Condominium.

7.7 - Use of Common Elements

(a) Each unit owner shall have the right to reasonably enjoy the limited common elements pertaining to his unit to the exclusion of all others, but subject to the provisions of the Declaration, all restrictions of record, the reasonable rules and regulations adopted by the Council, these By-Laws and the laws of the State of Maryland.

(b) Each unit owner shall have the right to reasonably enjoy the general common elements of the Condominium in accordance with the ordinary and useful purposes for which they are intended and in common with all other unit owners. The Council may, by a majority vote of the Board of Directors, adopt rules and regulations further limiting the use and enjoyment of the general common elements.

ARTICLE VIII

Amendment of By-Laws

These By-Laws may be amended by the Council at any duly constituted meeting, provided notice thereof shall specify the amendment to be voted on, and provided the same is approved by at least sixty-seven percent (67%) of the total votes appurtenant to all units in the Condominium.

ARTICLE IX

Mortgagees

9.1 - Notice to Council

An owner who mortgages his unit shall notify the Council (through the Management Agent, if any, or the President of the Council in the event there is no Management Agent) of the name and address of his mortgagee; and the Council shall maintain such information in a book entitled "Mortgagees of Units". "Mortgagees" as used herein and in Section 9.2 of this Article IX shall be construed to include any lender whose indebtedness is secured by a Deed of Trust or Mortgage recorded among the Land Records of Baltimore County, Maryland.

9.2 - Rights of Mortgagees

Except as provided by Statute in the case of condemnation or substantial loss to the units and/or common elements of the Condominium regime, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first

mortgage owned) or owners (other than Developer) of the individual condominium units have given their prior written approval, the Council shall not be entitled to:

- (a) by act or omission seek to abandon or terminate the Condominium regime;
- (b) change the prorata interest or obligations of any individual Condominium unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the prorata share of ownership of each Condominium unit in the common elements;
- (c) partition or subdivide any Condominium unit;
- (d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause.);
- (e) use hazard insurance proceeds for losses to any Condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such Condominium property. (FHLMC requirements.)

9.3 - Additional Rights of Mortgagees (FNMA Requirements)

(a) In addition to the above, no amendment of a material nature of the Declaration, Plats, these By-Laws (including any House Rules adopted pursuant to law or these

By-Laws or other Condominium Documents) may be made unless approved by at least sixty-seven percent (67%) of the total votes appurtenant to all units in the Condominium and approval is obtained from eligible mortgage holders representing at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders. A change to any of the following would be considered as material:

- (i) voting rights;
- (ii) assessments, assessment liens, or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement of common areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the general or limited common areas, or rights to their use;
- (vi) boundaries of any unit;
- (vii) convertibility of units into common areas or vice versa;
- (viii) expansion or contraction of the project, or the addition, annexation or withdrawal of property to and from the project;
- (ix) insurance or fidelity bonds;
- (x) leasing of units;
- (xi) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (xii) a decision by the owners association to establish self management when professional

management had been required previously by an eligible mortgage holder;

- (xiii) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium documents;
- (xiv) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- (xv) any provisions that expressly benefit mortgage holders, insurers or guarantors.

(b) When unit owners are considering termination of the legal status of the Condominium regime for reasons other than substantial destruction or condemnation of the property, the eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgaged units must agree.

(c) "Eligible mortgage holders" means those holders of a first mortgage on a unit estate who have requested the Council to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(d) If any addition or amendment is not considered as a material change - such as the correction of a technical error or the clarification of a statement - approval may be assumed when an eligible mortgage holder fails to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made.

(e) The holder, insurer or guarantor of the mortgage on any unit in the project is entitled to timely written notice of:

- (i) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- (ii) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- (iii) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners association; and
- (iv) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(f) To obtain the information required by paragraph (e) above, the mortgage holder, insurer or guarantor shall send a written request to the Council, stating both its name and address and the unit number or address of the unit it has the mortgage on.

(g) Upon written request, the Council shall provide any holder, insurer or guarantor of any first mortgage with a Review Report of the financial affairs of the Council prepared by an independent certified public accountant.

9.4 - Unpaid Assessments

The Council may report to a mortgagee of a unit any unpaid assessment due from the owner of the unit, and take such other steps as it may deem reasonable to give notice of

the nonpayment of such assessment. Further, upon the request of any mortgagee of a unit, the Council shall give written notification to the mortgagee of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Declaration, these By-Laws, and the related Condominium documents, which default is not cured within sixty (60) days.

9.5 - Examination of Books

Owners, first mortgagees, insurers and guarantors of first mortgages of units shall have the right to examine the books and records of the Council during normal business hours or under other reasonable circumstances.

9.6 - FHLMC Notice

Upon request, the Council will give the Federal Home Loan Mortgage Corporation (FHLMC) notice (care of Servicer or Servicer's address) in writing of any loss to, or taking of, the common elements of the Condominium if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

9.7 - Compliance with Law

Whenever in the Declaration or these By-Laws approval of a mortgagee or mortgagees is required, such approval shall be necessary only to the extent it is required by or consistent with the Maryland Condominium Act.

ARTICLE X

Compliance

These By-Laws are set forth to comply with the requirements of the laws of the State of Maryland. In case any of these By-Laws conflict with the provisions of said laws, the provisions of the laws will apply.

ARTICLE XI

Principal Address and Resident Agent

The principal office of the Council, and its mailing address shall be 1232 Race Road, Baltimore, Maryland 21237. The Resident Agent for the Condominium is Thomas A. Deliberto, 10 E. Baltimore Street, Suite 1212, Baltimore, Maryland 21204. Any successor Resident Agent may be appointed by the Board of Directors.

ARTICLE XII

Insurance

12.1 - Authority to Purchase

All insurance policies upon the Condominium (except as hereinafter allowed) including each unit, shall be purchased by the Council, or the Managing Agent if there is one, for the benefit of the respective owners and the mortgagees as their interest may appear, and shall provide for the issuance of certificates of insurance to the holders of any blanket mortgage on the Condominium or any individual unit

mortgages and the Council shall use its best efforts to have such policies comply with Section 11-114 of the Maryland Condominium Act and provide that the insurer waives its rights of subrogation as to any claims against the unit owners, the Council, the Managing Agent, and/or their respective agents, servants, employees, licensees and/or invitees. The Council shall obtain such insurance for the property against loss or damage by fire and such other hazards under such terms and for such amounts as required by the Maryland Condominium Act and additionally as shall be deemed necessary by the Council or requested from time to time by a majority vote of owners. Such insurance coverage shall be written on the Condominium and on the respective units and shall provide for the insurance proceeds covering a loss to be payable to the Council or its successor, for the benefit of each owner, for each respective unit and for its appurtenant undivided percentage interest in the common elements. Premiums for such fire and other hazard insurance shall be common expenses.

12.2 - Coverage

The Condominium buildings shall be insured in an amount not less than that required by the Maryland Condominium Act, but at least for one hundred percent (100%) of the maximum insurable replacement thereof (exclusive of excavations and foundations) as determined annually by the insurance company thereof or the amount of the Agreed Amount Endorsement

accepted by the insurance company thereof. Such coverage shall afford protection against:

- (a) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement;
- (b) Such other risks as may be determined by the Council.

12.3 - Public Liability Insurance

Public Liability and property damage insurance shall be obtained on the common elements in the Condominium in such amounts and in such forms as shall be required by the Maryland Condominium Act and the Board of Directors which, however, in no event shall be less than Five Hundred Thousand Dollars (\$500,000.00) with respect to any one accident or occurrence and One Hundred Thousand Dollars (\$100,000.00) with respect to any claim for property damage.

12.4 - Workmen's Compensation

Workmen's compensation or employer's liability insurance shall be obtained as necessary to meet the requirements by law.

12.5 - Scope of Insurance

All liability insurance shall contain cross liability endorsements to cover liabilities of the Council as a group, the Managing Agent and their agents, servants and employees, and each individual unit owner.

12.6 - Premiums

Premiums upon insurance policies purchased by the Council shall be paid by the Council and charged as a common expense.

12.7 - Council as Agent

The Council is hereby irrevocably appointed agent for each unit owner, mortgagee of a unit, and for each owner for any other interest in the Condominium to adjust all claims arising under insurance policies purchased by the Council and to execute and deliver releases upon the payment of claims.

12.8 - Excess Insurance Coverage

Unit owners may purchase at their own expense excess insurance coverage respecting their own individual unit for public liability and personal property damage.

ARTICLE XIII

Termination of Regime

The Condominium may be terminated only as permitted by Maryland law.

ARTICLE XIV

Insurance Proceeds

In case of fire or other casualty resulting in damage to the building or other elements, the insurance proceeds shall be applied to repair, restore and/or reconstruct the damaged property and/or otherwise used, as provided by

Maryland law, including, but not limited to, the provisions of Section 11-114G of the Maryland Condominium Act.

ARTICLE XV

Ratification

A person by his purchase of a unit in the Condominium and making settlement therefor does hereby ratify all actions taken by the Council and the Board of Directors prior to the date of purchase and settlement.

ARTICLE XVI

House Rules

In order to assure the peaceful and orderly use and enjoyment of the Condominium, the Council may from time to time adopt, modify and revoke in whole or in part, such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on or in the Condominium, as it may deem necessary and shall be binding upon all members of the Council and occupants and visitors to the building. The initial House Rules for the Condominium are attached hereto as Exhibit A and made a part hereof. The procedures provided for by the Maryland Condominium Act shall apply to the House Rules for the Condominium.

ARTICLE XVII

Motor Vehicle Parking Areas

The Council, acting by and through the Board of Directors, may make such rules, regulations and restrictions for the use of the common elements designated for parking as it considers appropriate, and may designate assigned parking areas for specific units.

ARTICLE XVIII

Model Unit and Sales Office

Anything in the Declaration or these By-Laws to the contrary notwithstanding, so long as the Developer shall retain any unit in the Condominium unsold, the Developer shall have the right to use any such unit as a model Condominium unit and/or sales office, in such manner and at such times as Developer may deem appropriate.

ARTICLE XIX

Severability

Should any part, term or provision of these By-Laws be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or provisions shall not be affected thereby but shall be valid and enforceable as the context permits.

WITNESS the hand and seal of the Developer, 1232 Race Road Limited Partnership, this ____ day of _____, 1989.

ATTEST:

1232 Race Road Limited Partnership

_____ By: _____ (SEAL)
Patrick Turner,
General Partner

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 1989, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PATRICK TURNER, personally known to me, who made oath that he is the general partner of 1232 Race Road Limited Partnership, and as such executed these By-Laws on behalf of the said 1232 Race Road Limited Partnership, and that said By-Laws were executed and are to be recorded solely for the purpose of establishing and administering the Condominium as set forth in the Declaration.

AS WITNESS, my hand and Notarial Seal.

Notary Public
My commission expires:

ROSSVILLE MEDICAL CENTER

A CONDOMINIUM

HOUSE RULES

1. Unit occupant shall not obstruct or use for storage or permit its agents, clerks or servants to obstruct or use for storage, in any way, any common area of the building; or use the same in any other way than as a means of passage to and from the offices of unit occupant's offices, bring in, store, test or use any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in the Building, or carry any mechanical business herein, or use or permit to be brought into the Building any inflammable oils or fluids, such as gasoline, kerosene, naphtha and benzine, or any explosives or other articles or any materials which could cause a fire or an explosion or produce any fumes or vapor or which could be deemed hazardous to life, limb or property; smoke in the elevators; throw substances of any kind out of the windows or doors, or down the passages of the Building, or in the halls or passageways; sit on or place anything upon the window sills.

2. Waterclosets and urinals shall not be used for any purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspaper or any other substances of any kind shall be thrown into them.

3. No signs, advertising, objects, notices or lettering shall be exhibited, inscribed, painted or affixed on any part of the common areas of the Condominium, or on any part of a unit that is visible from outside of the unit, without the prior written consent of the Council. Council shall have the right to prohibit any advertising by a unit owner or occupancy which, in Council's opinion, tends to impair the reputation of the Building or its desirability as an office building, and upon written notice from the Council, unit owner or occupant shall refrain from or discontinue such advertising.

4. The Council shall have the right to prescribe the times of moving freight in and out of the Building, and all such moving shall be done under the supervision of the Council.

5. The Council reserves the right to control ingress and egress to and from the Building and/or to close and keep locked all entrances and exit doors of the Building on Sundays and legal holidays, on other days between the hours of 6:00 p.m. and 8:00 a.m., and during each other times as the Council deems advisable for the adequate security of the

Building. Unit occupants and their agents and employees, and any other persons entering or leaving the Building at such times may be required to sign the Building register, and the watchman or agent of the Council in charge shall have the right to refuse admittance to any person not possessing satisfactory identification and authorization. The Council assumes no responsibility with respect to and shall not be liable for any damages resulting from the admission of any person, authorized or unauthorized, into the Building.

6. Unit occupants and their agents and employees shall not make, or permit to be made, any noise that is annoying, unpleasant or distasteful, whether by the use of any musical instrument, radio, television set, other audio device or otherwise or cause or permit any unusual or objectionable odors to be produced upon or emanate from a unit, or in any other way disturb or interfere with other unit occupants or their agents, employees or invitees.

7. Unit owners and occupants shall not install or use any machinery or equipment in the unit which may cause any annoying or disturbing noise or jar or tremor any of the floors or walls of the building, or which by its weight might damage the floor of the building upon which it is placed.

8. The directory board in the entrance lobby of the Building is provided exclusively for the display of the name and location in the building of each unit occupant and the council reserves the right to exclude any other name therefrom and to make any charge for each and every name in addition to the name of the unit owner placed on the directory board with the consent of the Council.

9. Each unit owner shall provide the Council with keys to the unit to permit entry to the unit in case of emergency or otherwise as permitted by the By-Laws.

10. No bicycles, vehicles or animals or any kind shall be brought into or kept in or upon the unit or any part of the common elements of the Condominium.

11. Employees of the Council shall not perform any work for unit owners or occupants or do anything outside of their regular duties, unless under special written instructions from the office of the Council.

12. No unit shall be used for lodging or sleeping purposes, and cooking therein is prohibited.

13. Unit occupants shall not conduct, or permit any other person to conduct, any auction in the unit or any part of the common areas of the Condominium; manufacture or store

goods, wares or merchandise upon a unit, without the prior written approval of the Council, except the storage of usual supplies and inventory to be used by the unit occupant incidental to the purposes for which the unit occupant may use the unit; permit a unit to be used for gambling. Unit occupant shall not occupy or permit any portion of a unit to be occupied as an office for public stenography or typewriter, or for the possession, storage, manufacture or sale of intoxicating beverages, narcotics, tobacco in any form, or as a barber or manicure shop.

14. No curtains, blinds, shades, screens, awnings or other form of inside or outside window covering, or window ventilators or similar devices shall be attached to or hung in, or used in connection with, any window or door of the unit, without the prior written consent of the Council. If Council consents, such covering or devices must be of a quality, type, design and color and attached in a manner approved by Council.

15. Canvassing, soliciting and peddling in the Building are prohibited, and the unit occupant shall cooperate to prevent the same. Unit occupant shall not exhibit, sell or offer for sale in the unit or in the Building, any article or thing except those articles and things essentially connected with the stated use of the unit, without the prior written consent of the Council.

16. There shall not be used in any part of the common areas of the Condominium, either by a unit occupant or by others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards, and no hand trucks will be allowed in passenger elevators.

17. Unit occupant shall list all articles to be taken from the Building (other than those taken out in the usual course of business of the unit occupant) on unit occupant's letterhead. Such list shall be presented to the Council for approval before Building employees may permit such articles to be placed in an elevator or taken from the Building.

18. In addition to all other liabilities for breach of any provision of these House Rules, unit owner shall pay to the Council all damages caused by such breach. The violation of any such provision may also be restrained by injunction.