

# MD CONDOMINIUM RESALE CERTIFICATE

## The Marylander Condominium

**Current Owner: Byene Hagos**

**Property Address: 7979 Riggs Rd Unit: Apt 10  
Adelphi, MD 20783-4584**

**Requestor Name: Shannon Stamm  
Requestor Phone: 410-296-8440**

**Date Prepared: 03-08-2022**

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

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

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

1. The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows:

N/A

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

**Payments are due on the 1st of each Month in the amount of \$389.53. A late fee will be charged if not paid by the 15th in the amount of 10% Assessment per Month.**

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

**\$4,241.90**

4. Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed. **Yes**

5. Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit. **Yes**

6. Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners:

**None**

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

**None**

# MD CONDOMINIUM RESALE CERTIFICATE

## The Marylander Condominium

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

**02/28/2022**

9. The current operating budget of the Condominium is attached and is for fiscal year:

**2022**

10. Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund?

**None**

11. Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Council of Unit Owners is a party to the following pending lawsuits, excluding assessment collection suits:

**None**

12. The insurance policies provided for the benefit of the Association can be obtained from:

**Associated Insurance Management, Inc.**

**3140 West Ward Road, Suite 105**

**Dunkirk, MD 20754**

**Contact: Joey Rice**

**240-638-4030**

**877-733-1203**

**condocerts@aimcommercial.com**

**Jerice4@aimcommercial.com**

13. Per Condominium law, the owner is responsible for up to \$10,000.00 of the insurance deductible. The policy is available for inspection during normal business hours at the offices of Quiza Management, LLC, 4550 Forbes Boulevard, Suite 120 , Lanham, MD. The terms of the policy prevail over the description given in this Certificate.

14. The Council of Unit Owners has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Condominium:

**None**

15. The recreational or other facilities which are to be used or maintained by the unit owners or the Council of Unit Owners are:

**None**

16. Are these facilities part of the common elements?

**N/A**

17. The Council of Unit Owners has caused this Certificate to be prepared in compliance with MD, Real Prop. Code Ann. Section 11-135. To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.

**Yes**

# MD CONDOMINIUM RESALE CERTIFICATE

## The Marylander Condominium

By purchasing a unit within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the Homeowners Association within the development. The unit you are purchasing may have restrictions on:

- a. Architectural changes, design, color, landscaping, or appearance;
- b. Occupancy density;
- c. Kind, number or use of vehicle;
- d. Renting, leasing, mortgaging, or conveying property;
- e. Commercial matters.

### TO BE COMPLETED BY THE SELLING UNIT OWNER

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

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

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

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

The information above was obtained by the following representative of the project's Homeowners Association

**Name: Neil Nichols, CMCA, AMS, MHIC**  
**Title: Business Manager**

**Phone: 301-805-1050**  
**Date: 03-08-2022**

*Neil Nichols, CMCA, AMS, MHIC*

Signature

# MD CONDOMINIUM RESALE CERTIFICATE

## The Marylander Condominium

### Comments

Must upload copy of lease to MGC profile.

The following fees need to be collected at settlement:

\*Transfer Fee from the Seller for \$100 made payable to Quiza Management, LLC

\*Setup Fee from the Purchaser for \$100 made payable to Quiza Management, LLC

For additional closing information please order a Closing Statement/Letter of Good Standing from [www.homewisedocs.com](http://www.homewisedocs.com)



**Annual Financials**  
**The Marylander Condominium**

Order: 30X6211.MC  
Address: 7979 Biggs Rd Apt 10  
Order Date: 02/28/2022  
Document not for resale  
HomeWiseDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Balance Sheet**  
**12/31/2021**

**Assets**

Cash-Operating

1002 - United Bank - Operating	<u>\$14,720.51</u>	
<u>Cash-Operating Total</u>		\$14,720.51

Cash-Reserves

1003 - United Bank - Reserves	<u>\$146,289.82</u>	
<u>Cash-Reserves Total</u>		\$146,289.82

Other Assets

1200 - Accounts Receivable	\$724,471.11	
1210 - Allowance for Doubtful Accts	(\$556,111.10)	
1325 - Due From Operating	\$36,453.11	
1400 - Prepaid Insurance	\$19,957.00	
1500 - Accounts Receivable - Other	<u>\$202,165.90</u>	
<u>Other Assets Total</u>		<u>\$426,936.02</u>

*Assets Total*

\$587,946.35

**Liabilities and Equity**

Accounts Payable

2000 - Accounts Payable	\$269,362.75	
2005 - Accrued Payroll	\$3,239.29	
2035 - Prepaid Assessments	<u>\$23,384.18</u>	
<u>Accounts Payable Total</u>		\$295,986.22

Other Current Liabilities

2100 - Due to Reserve Fund	\$36,453.11	
2300 - Employee FICA	(\$46.99)	
2305 - Employee Taxes	\$417.35	
<u>Other Current Liabilities Total</u>		\$36,823.47

Equity-doesn't close

3000 - Reserves	\$75,170.19	
3010 - Contingency Reserves	\$93,049.50	
3015 - Reserve Contributions	\$97,189.96	
3016 - Budget Amendment Reserve	\$97,045.07	
3020 - Reserves Interest	\$1,532.93	
3030 - Reserve Expenses	(\$221,685.59)	
3040 - Reserve Bank Charges	<u>(\$5.00)</u>	
<u>Equity-doesn't close Total</u>		\$142,297.06

Retained Earnings

\$175,733.33

Net Income

(\$62,893.73)

*Liabilities & Equity Total*

\$587,946.35

Order: 36X52TLVC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWiseDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**12/1/2021 - 12/31/2021**

	12/1/2021 - 12/31/2021			1/1/2021 - 12/31/2021			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Income</b>							
<u>Income</u>							
4000 - Assessment	\$105,278.24	\$105,278.51	(\$0.27)	\$1,263,338.88	\$1,263,342.12	(\$3.24)	\$1,263,342.12
4005 - Late Fee	\$330.00	\$0.00	\$330.00	(\$2,087.04)	\$0.00	(\$2,087.04)	\$0.00
4015 - Interest Income-Collections	\$1,998.09	\$0.00	\$1,998.09	\$25,760.46	\$0.00	\$25,760.46	\$0.00
4020 - Interest Income-Reserves	\$23.24	\$20.87	\$2.37	\$303.47	\$250.00	\$53.47	\$250.00
4035 - Legal Fees/Collections	\$0.00	\$0.00	\$0.00	\$47,395.53	\$0.00	\$47,395.53	\$0.00
4040 - Return Item Fees	\$0.00	\$0.00	\$0.00	\$245.00	\$0.00	\$245.00	\$0.00
4055 - Fines	\$4,200.00	\$0.00	\$4,200.00	\$59,000.00	\$0.00	\$59,000.00	\$0.00
4060 - Parking Passes	\$0.00	\$0.00	\$0.00	\$700.00	\$0.00	\$700.00	\$0.00
4061 - Key Income	\$250.00	\$0.00	\$250.00	\$2,400.00	\$0.00	\$2,400.00	\$0.00
4063 - Laundry	\$4,746.71	\$3,000.00	\$1,746.71	\$52,476.17	\$36,000.00	\$16,476.17	\$36,000.00
4065 - Reserves Transfer	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	\$0.00
<b>Total Income</b>	<b>\$116,826.28</b>	<b>\$108,299.38</b>	<b>\$8,526.90</b>	<b>\$1,469,532.47</b>	<b>\$1,299,592.12</b>	<b>\$169,940.35</b>	<b>\$1,299,592.12</b>
<b>Total Income</b>	<b>\$116,826.28</b>	<b>\$108,299.38</b>	<b>\$8,526.90</b>	<b>\$1,469,532.47</b>	<b>\$1,299,592.12</b>	<b>\$169,940.35</b>	<b>\$1,299,592.12</b>
<b>Expense</b>							
<u>Expenses</u>							
5005 - Audit/Tax Preparation	\$0.00	\$0.00	\$0.00	\$1,500.00	\$5,800.00	\$4,300.00	\$5,800.00
5015 - Management Services	\$3,500.00	\$3,500.00	\$0.00	\$42,000.00	\$42,000.00	\$0.00	\$42,000.00
5020 - Postage	\$420.30	\$250.00	(\$170.30)	\$884.18	\$3,000.00	\$2,115.82	\$3,000.00
5030 - Printing & Copying	\$1,215.35	\$250.00	(\$965.35)	\$2,287.15	\$3,000.00	\$712.85	\$3,000.00
5040 - Office Supplies & Equip	\$836.44	\$166.63	(\$669.81)	\$3,769.43	\$2,000.00	(\$1,769.43)	\$2,000.00
5054 - Legal/Counsel	\$0.00	\$833.37	\$833.37	(\$3,377.23)	\$10,000.00	\$13,377.23	\$10,000.00
5055 - Legal/Collection	\$408.00	\$1,250.00	\$842.00	\$17,413.36	\$15,000.00	(\$2,413.36)	\$15,000.00
5067 - US Trustee Fee	\$0.00	\$1,250.00	\$1,250.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
5070 - Bad Debt	\$0.00	\$186.88	\$186.88	\$77,068.60	\$2,242.12	(\$74,826.48)	\$2,242.12
5080 - Pest Control	\$360.00	\$416.63	\$56.63	\$4,320.00	\$5,000.00	\$680.00	\$5,000.00
5095 - Miscellaneous Admin	\$648.34	\$1,083.37	\$435.03	\$13,940.40	\$13,000.00	(\$940.40)	\$13,000.00
5205 - Insurance	\$336.40	\$10,000.00	\$9,663.60	\$106,395.13	\$120,000.00	\$13,604.87	\$120,000.00
5215 - Insurance Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00
5305 - Onsite Management Payroll	\$9,203.71	\$9,583.37	\$379.66	\$121,492.63	\$115,000.00	(\$6,492.63)	\$115,000.00
5310 - Bonuses - Payroll	\$0.00	\$83.37	\$83.37	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00
5315 - Payroll Taxes	\$704.07	\$875.00	\$170.93	\$9,526.95	\$10,500.00	\$973.05	\$10,500.00
5320 - Payroll Fee	\$356.46	\$233.37	(\$123.09)	\$4,229.14	\$2,800.00	(\$1,429.14)	\$2,800.00
5325 - Gas - Fuel	\$267.85	\$250.00	(\$17.85)	\$3,362.37	\$3,000.00	(\$362.37)	\$3,000.00
5535 - Sprinkler System Inspection	\$0.00	\$0.00	\$0.00	\$2,528.36	\$2,000.00	(\$528.36)	\$2,000.00
5550 - Door Repairs	\$2,375.00	\$416.63	(\$1,958.37)	\$9,847.82	\$5,000.00	(\$4,847.82)	\$5,000.00
5561 - Maintenance Supplies	\$1,462.87	\$1,250.00	(\$212.87)	\$17,170.81	\$15,000.00	(\$2,170.81)	\$15,000.00
5590 - General Maint & Repairs	\$5,684.53	\$6,666.63	\$982.10	\$48,829.53	\$80,000.00	\$31,170.47	\$80,000.00
5620 - Landscaping Replace/Repair	\$0.00	\$375.00	\$375.00	\$2,350.00	\$4,500.00	\$2,150.00	\$4,500.00
5635 - Snow Removal	\$3,902.50	\$1,250.00	(\$2,652.50)	\$4,442.50	\$5,000.00	\$557.50	\$5,000.00
5645 - Plumbing Repairs-Common	\$6,036.89	\$2,500.00	(\$3,536.89)	\$71,351.92	\$30,000.00	(\$41,351.92)	\$30,000.00
5660 - HVAC Repairs	\$4,277.50	\$4,166.63	(\$110.87)	\$40,821.54	\$50,000.00	\$9,178.46	\$50,000.00
5665 - Roof Repairs	\$7,315.00	\$2,500.00	(\$4,815.00)	\$58,365.00	\$30,000.00	(\$28,365.00)	\$30,000.00
5690 - Trash Removal	\$3,943.82	\$3,500.00	(\$443.82)	\$43,480.44	\$42,000.00	(\$1,480.44)	\$42,000.00
5705 - Electricity-St Lgts/Sprinklers	\$48,443.99	\$17,083.37	(\$31,360.62)	\$296,131.30	\$205,000.00	(\$91,131.30)	\$205,000.00
5710 - Telephone/Sprinkler System	\$284.45	\$166.63	(\$117.82)	\$3,660.82	\$2,000.00	(\$1,660.82)	\$2,000.00

Address: 7070 Ridge Rd Apt 10  
 Order Date: 02-28-2022  
 Document not for resale  
 HomeWireDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**12/1/2021 - 12/31/2021**

	12/1/2021 - 12/31/2021			1/1/2021 - 12/31/2021			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
5715 - Water and Sewer	\$70,473.09	\$19,833.37	(\$50,639.72)	\$359,830.23	\$238,000.00	(\$121,830.23)	\$238,000.00
5730 - Gas-Hallway	\$18,144.35	\$10,000.00	(\$8,144.35)	\$164,444.18	\$120,000.00	(\$44,444.18)	\$120,000.00
5905 - Fed/State Taxes	\$0.00	\$125.00	\$125.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00
5915 - Personal Property Tax	\$0.00	\$41.63	\$41.63	\$0.00	\$500.00	\$500.00	\$500.00
5920 - County Tax	\$0.00	\$41.63	\$41.63	\$0.00	\$500.00	\$500.00	\$500.00
9005 - Reserve Contribution	\$0.00	\$6,250.00	\$6,250.00	\$0.00	\$75,000.00	\$75,000.00	\$75,000.00
9015 - Contingency	\$0.00	\$0.00	\$0.00	\$4,056.17	\$0.00	(\$4,056.17)	\$0.00
9500 - Reserves Interest	\$23.24	\$20.87	(\$2.37)	\$303.47	\$250.00	(\$53.47)	\$250.00
<b>Total Expenses</b>	<b>\$190,624.15</b>	<b>\$106,399.38</b>	<b>(\$84,224.77)</b>	<b>\$1,532,426.20</b>	<b>\$1,299,592.12</b>	<b>(\$232,834.08)</b>	<b>\$1,299,592.12</b>
<b>Total Expense</b>	<b>\$190,624.15</b>	<b>\$106,399.38</b>	<b>(\$84,224.77)</b>	<b>\$1,532,426.20</b>	<b>\$1,299,592.12</b>	<b>(\$232,834.08)</b>	<b>\$1,299,592.12</b>
Operating Net Income	(\$73,797.87)	\$1,900.00	(\$75,697.87)	(\$62,893.73)	\$0.00	(\$62,893.73)	\$0.00
Net Income	(\$73,797.87)	\$1,900.00	(\$75,697.87)	(\$62,893.73)	\$0.00	(\$62,893.73)	\$0.00

Order: 36X52TLVC  
Address: 7079 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWiseDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Balance Sheet**  
**12/31/2020**

**Assets**

Cash-Operating

1000 - WesBanco Bank - Operating	<u>\$13,430.93</u>	
<u>Cash-Operating Total</u>		\$13,430.93

Cash-Reserves

1001 - WesBanco Bank - Reserves	<u>\$169,367.86</u>	
<u>Cash-Reserves Total</u>		\$169,367.86

Other Assets

1200 - Accounts Receivable	\$861,522.21	
1210 - Allowance for Doubtful Accts	(\$556,111.10)	
1325 - Due From Operating	\$36,453.11	
1400 - Prepaid Insurance	\$19,957.00	
1500 - Accounts Receivable - Other	<u>\$201,468.77</u>	
<u>Other Assets Total</u>		<u>\$563,289.99</u>

<i>Assets Total</i>		<u><u>\$746,088.78</u></u>
---------------------	--	----------------------------

**Liabilities and Equity**

Accounts Payable

2000 - Accounts Payable	\$475,451.06	
2005 - Accrued Payroll	\$3,239.29	
2035 - Prepaid Assessments	<u>\$25,592.96</u>	
<u>Accounts Payable Total</u>		\$504,283.31

Other Current Liabilities

2100 - Due to Reserve Fund	\$36,453.11	
2300 - Employee FICA	(\$46.99)	
2305 - Employee Taxes	\$417.35	
<u>Other Current Liabilities Total</u>		\$36,823.47

Equity-doesn't close

3000 - Reserves	\$75,170.19	
3010 - Contingency Reserves	\$88,993.33	
3015 - Reserve Contributions	\$97,189.96	
3016 - Budget Amendment Reserve	\$97,045.07	
3020 - Reserves Interest	\$1,229.46	
3030 - Reserve Expenses	(\$201,685.59)	
3040 - Reserve Bank Charges	<u>(\$5.00)</u>	
<u>Equity-doesn't close Total</u>		\$157,937.42

Retained Earnings

\$44,778.20

Net Income

\$2,266.38

<i>Liabilities &amp; Equity Total</i>		<u><u>\$746,088.78</u></u>
---------------------------------------	--	----------------------------

Order: 50035?TIME  
 Address: 7870 Kings Rd Apt 10  
 Order Date: 01-28-2021  
 Document not for resale  
 HomeWeb, Inc.

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**12/1/2020 - 12/31/2020**

	12/1/2020 - 12/31/2020			1/1/2020 - 12/31/2020			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Income</b>							
<u>Income</u>							
4000 - Assessment	\$105,278.24	\$105,278.51	(\$0.27)	\$1,263,338.88	\$1,263,342.12	(\$3.24)	\$1,263,342.12
4005 - Late Fee	\$0.00	\$0.00	\$0.00	\$5,951.80	\$0.00	\$5,951.80	\$0.00
4015 - Interest Income-Collections	\$1,714.84	\$0.00	\$1,714.84	\$29,794.16	\$0.00	\$29,794.16	\$0.00
4020 - Interest Income-Reserves	\$16.16	\$20.87	(\$4.71)	\$294.73	\$250.00	\$44.73	\$250.00
4035 - Legal Fees/Collections	\$1,242.35	\$0.00	\$1,242.35	\$9,258.09	\$0.00	\$9,258.09	\$0.00
4040 - Return Item Fees	\$35.00	\$0.00	\$35.00	\$140.00	\$0.00	\$140.00	\$0.00
4055 - Fines	\$5,200.00	\$0.00	\$5,200.00	\$63,900.00	\$0.00	\$63,900.00	\$0.00
4060 - Parking Passes	\$50.00	\$0.00	\$50.00	\$1,350.00	\$0.00	\$1,350.00	\$0.00
4061 - Key Income	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	\$0.00
4063 - Laundry	\$4,052.15	\$3,000.00	\$1,052.15	\$50,658.09	\$36,000.00	\$14,658.09	\$36,000.00
4065 - Reserves Transfer	\$50,000.00	\$0.00	\$50,000.00	\$101,415.59	\$0.00	\$101,415.59	\$0.00
<b>Total Income</b>	<b>\$167,588.74</b>	<b>\$108,299.38</b>	<b>\$59,289.36</b>	<b>\$1,527,301.34</b>	<b>\$1,299,592.12</b>	<b>\$227,709.22</b>	<b>\$1,299,592.12</b>
<b>Total Income</b>	<b>\$167,588.74</b>	<b>\$108,299.38</b>	<b>\$59,289.36</b>	<b>\$1,527,301.34</b>	<b>\$1,299,592.12</b>	<b>\$227,709.22</b>	<b>\$1,299,592.12</b>
<b>Expense</b>							
<u>Expenses</u>							
5005 - Audit/Tax Preparation	\$0.00	\$0.00	\$0.00	\$1,625.00	\$5,800.00	\$4,175.00	\$5,800.00
5015 - Management Services	\$3,500.00	\$3,500.00	\$0.00	\$42,000.00	\$42,000.00	\$0.00	\$42,000.00
5020 - Postage	\$26.10	\$250.00	\$223.90	\$711.06	\$3,000.00	\$2,288.94	\$3,000.00
5030 - Printing & Copying	\$91.90	\$250.00	\$158.10	\$1,342.15	\$3,000.00	\$1,657.85	\$3,000.00
5040 - Office Supplies & Equip	\$111.33	\$166.63	\$55.30	\$2,598.47	\$2,000.00	(\$598.47)	\$2,000.00
5054 - Legal/Counsel	\$0.00	\$833.37	\$833.37	\$3,521.73	\$10,000.00	\$6,478.27	\$10,000.00
5055 - Legal/Collection	\$400.00	\$1,250.00	\$850.00	\$15,761.80	\$15,000.00	(\$761.80)	\$15,000.00
5067 - US Trustee Fee	\$0.00	\$1,250.00	\$1,250.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
5070 - Bad Debt	\$0.00	\$186.88	\$186.88	\$3,129.39	\$2,242.12	(\$887.27)	\$2,242.12
5080 - Pest Control	\$360.00	\$416.63	\$56.63	\$4,320.00	\$5,000.00	\$680.00	\$5,000.00
5095 - Miscellaneous Admin	\$322.80	\$1,083.37	\$760.57	\$15,061.89	\$13,000.00	(\$2,061.89)	\$13,000.00
5205 - Insurance	\$334.61	\$10,000.00	\$9,665.39	\$106,730.39	\$120,000.00	\$13,269.61	\$120,000.00
5215 - Insurance Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00
5305 - Onsite Management Payroll	\$9,210.30	\$9,583.37	\$373.07	\$120,501.24	\$115,000.00	(\$5,501.24)	\$115,000.00
5310 - Bonuses - Payroll	\$0.00	\$83.37	\$83.37	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00
5315 - Payroll Taxes	\$704.59	\$875.00	\$170.41	\$9,420.96	\$10,500.00	\$1,079.04	\$10,500.00
5320 - Payroll Fee	\$265.30	\$233.37	(\$31.93)	\$3,493.55	\$2,800.00	(\$693.55)	\$2,800.00
5325 - Gas - Fuel	\$282.44	\$250.00	(\$32.44)	\$3,971.17	\$3,000.00	(\$971.17)	\$3,000.00
5535 - Sprinkler System Inspection	\$0.00	\$0.00	\$0.00	\$3,255.73	\$2,000.00	(\$1,255.73)	\$2,000.00
5550 - Door Repairs	\$0.00	\$416.63	\$416.63	\$19,915.47	\$5,000.00	(\$14,915.47)	\$5,000.00
5561 - Maintenance Supplies	\$4,635.29	\$1,250.00	(\$3,385.29)	\$33,760.20	\$15,000.00	(\$18,760.20)	\$15,000.00
5590 - General Maint & Repairs	\$2,880.00	\$6,666.63	\$3,786.63	\$211,416.54	\$80,000.00	(\$131,416.54)	\$80,000.00
5620 - Landscaping Replace/Repair	\$0.00	\$375.00	\$375.00	\$2,100.00	\$4,500.00	\$2,400.00	\$4,500.00
5635 - Snow Removal	\$0.00	\$1,250.00	\$1,250.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
5645 - Plumbing Repairs-Common	\$0.00	\$2,500.00	\$2,500.00	\$105,022.57	\$30,000.00	(\$75,022.57)	\$30,000.00
5660 - HVAC Repairs	\$352.00	\$4,166.63	\$3,814.63	\$17,200.18	\$50,000.00	\$32,799.82	\$50,000.00
5665 - Roof Repairs	\$0.00	\$2,500.00	\$2,500.00	\$75,595.00	\$30,000.00	(\$45,595.00)	\$30,000.00
5690 - Trash Removal	\$5,809.80	\$3,500.00	(\$2,309.80)	\$60,433.55	\$42,000.00	(\$18,433.55)	\$42,000.00
5705 - Electricity-St Lgts/Sprinklers	\$0.00	\$17,083.37	\$17,083.37	\$237,886.53	\$205,000.00	(\$32,886.53)	\$205,000.00
5710 - Telephone/Sprinkler System	\$547.29	\$166.63	(\$380.66)	\$3,839.50	\$2,000.00	(\$1,839.50)	\$2,000.00

Order: 30302116  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWiseDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**12/1/2020 - 12/31/2020**

	12/1/2020 - 12/31/2020			1/1/2020 - 12/31/2020			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
5715 - Water and Sewer	\$217.30	\$19,833.37	\$19,616.07	\$288,026.70	\$238,000.00	(\$50,026.70)	\$238,000.00
5730 - Gas-Hallway	\$1,717.71	\$10,000.00	\$8,282.29	\$132,099.46	\$120,000.00	(\$12,099.46)	\$120,000.00
5905 - Fed/State Taxes	\$0.00	\$125.00	\$125.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00
5915 - Personal Property Tax	\$0.00	\$41.63	\$41.63	\$0.00	\$500.00	\$500.00	\$500.00
5920 - County Tax	\$0.00	\$41.63	\$41.63	\$0.00	\$500.00	\$500.00	\$500.00
9005 - Reserve Contribution	\$0.00	\$6,250.00	\$6,250.00	\$0.00	\$75,000.00	\$75,000.00	\$75,000.00
9500 - Reserves Interest	\$16.16	\$20.87	\$4.71	\$294.73	\$250.00	(\$44.73)	\$250.00
<b>Total Expenses</b>	<b>\$31,784.92</b>	<b>\$106,399.38</b>	<b>\$74,614.46</b>	<b>\$1,525,034.96</b>	<b>\$1,299,592.12</b>	<b>(\$225,442.84)</b>	<b>\$1,299,592.12</b>
<b>Total Expense</b>	<b>\$31,784.92</b>	<b>\$106,399.38</b>	<b>\$74,614.46</b>	<b>\$1,525,034.96</b>	<b>\$1,299,592.12</b>	<b>(\$225,442.84)</b>	<b>\$1,299,592.12</b>
Operating Net Income	\$135,803.82	\$1,900.00	\$133,903.82	\$2,266.38	\$0.00	\$2,266.38	\$0.00
Net Income	\$135,803.82	\$1,900.00	\$133,903.82	\$2,266.38	\$0.00	\$2,266.38	\$0.00

Order: 30XISZTAVG  
 Address: 7079 Higgs Rd Apt 10  
 Order Date: 03-28-2022  
 Document not for resale  
 Please Whistleblow

# **Articles of Incorporation The Marylander Condominium**

Order: 8028211AC  
Address: 7075 Edgemoor Rd Apt 10  
Order Date: 02/28/2022  
Document not for resale  
Esign Method Used



This document is currently either not available or not applicable for this association.

\*\*\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.\*\*\*

# **Budget**

## **The Marylander Condominium**

Order: 36245311 MC  
Address: 7079 Riggs Rd Apt 10  
Order Date: 02-28-2012  
Document not for resale  
Home/Windows

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Approved 2022 Budget**

<b>Income</b>	<b>Approved 2022 Budget</b>	<b>Approved 2021 Budget</b>
	<b>No increase</b>	
<u>Income</u>		
4000 - Assessment	\$1,263,342.12	\$1,263,342.12
4005 - Late Fee	\$0.00	\$0.00
4015 - Interest Income-Collections	\$0.00	\$0.00
4020 - Interest Income-Reserves	\$200.00	\$250.00
4035 - Legal Fees/Collections	\$0.00	\$0.00
4040 - Return Item Fees	\$0.00	\$0.00
4055 - Fines	\$0.00	\$0.00
4060 - Parking Passes	\$0.00	\$0.00
4061 - Key Income	\$0.00	\$0.00
4063 - Laundry	\$36,000.00	\$36,000.00
<b>Total Income</b>	<b>\$1,299,542.12</b>	<b>\$1,299,592.12</b>
<b>Total Income</b>	<b>\$1,299,542.12</b>	<b>\$1,299,592.12</b>

**Expense**

Expenses

5005 - Audit/Tax Preparation	\$5,800.00	\$5,800.00
5015 - Management Services	\$42,000.00	\$42,000.00
5020 - Postage	\$3,000.00	\$3,000.00
5030 - Printing & Copying	\$3,000.00	\$3,000.00
5040 - Office Supplies & Equip	\$2,000.00	\$2,000.00
5054 - Legal/Counsel	\$10,000.00	\$10,000.00
5055 - Legal/Collection	\$15,000.00	\$15,000.00
5067 - US Trustee Fee	\$0.00	\$15,000.00
5070 - Bad Debt	\$2,000.00	\$2,242.12
5080 - Pest Control	\$5,000.00	\$5,000.00
5095 - Miscellaneous Admin	\$13,000.00	\$13,000.00
5205 - Insurance	\$120,000.00	\$120,000.00
5215 - Insurance Deductible	\$25,000.00	\$25,000.00
5305 - Onsite Management Payroll	\$115,000.00	\$115,000.00
5310 - Bonuses - Payroll	\$1,000.00	\$1,000.00
5315 - Payroll Taxes	\$10,326.33	\$10,500.00
5320 - Payroll Fee	\$3,500.00	\$2,800.00
5325 - Gas - Fuel	\$3,000.00	\$3,000.00
5535 - Sprinkler System Inspection	\$2,000.00	\$2,000.00
5550 - Door Repairs	\$5,000.00	\$5,000.00
5561 - Maintenance Supplies	\$15,000.00	\$15,000.00
5590 - General Maint & Repairs	\$80,000.00	\$80,000.00
5620 - Landscaping Replace/Repair	\$4,500.00	\$4,500.00
5635 - Snow Removal	\$5,000.00	\$5,000.00

Order: 36X5211VC  
Address: 7979 Kings Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWiseDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)  
Approved 2022 Budget**

	<b>Approved 2022 Budget</b>	<b>Approved 2021 Budget</b>
<b>Income</b>	<b>No increase</b>	
<u>Income</u>		
5645 - Plumbing Repairs-Common	\$30,000.00	\$30,000.00
5660 - HVAC Repairs	\$50,000.00	\$50,000.00
5665 - Roof Repairs	\$30,000.00	\$30,000.00
5690 - Trash Removal	\$42,000.00	\$42,000.00
5705 - Electricity-St Lgts/Sprinklers	\$205,000.00	\$205,000.00
5710 - Telephone/Sprinkler System	\$2,665.79	\$2,000.00
5715 - Water and Sewer	\$238,000.00	\$238,000.00
5730 - Gas-Hallway	\$120,000.00	\$120,000.00
5905 - Fed/State Taxes	\$1,500.00	\$1,500.00
5915 - Personal Property Tax	\$500.00	\$500.00
5920 - County Tax	\$500.00	\$500.00
9005 - Reserve Contribution	\$89,000.00	\$75,000.00
9015 - Contingency	\$0.00	\$0.00
9500 - Reserves Interest	\$250.00	\$250.00
<u>Total Expenses</u>	\$1,299,542.12	\$1,299,592.12
<b>Total Expense</b>	\$1,299,542.12	\$1,299,592.12
Operating Net Income	\$0.00	\$0.00
Net Income	\$0.00	\$0.00

Order: 30XUP11VC  
 Address: 7070 Edgemoor Rd Apt 10  
 Order Date: 02/18/2022  
 Document not for resale  
 HomeAdvisor.com

**Bylaws**  
**The Marylander Condominium**

Order: 30X5211 VC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-23-2022  
Document not for resale  
HomeWiseDocs

TABLE OF CONTENTS

BY-LAWS

BEDFORD TOWNE CONDOMINIUM

		<u>Page</u>
Article I - Name and Location		
Section 1.	Name and Location	1
Article II - Definitions		
Section 1.	Declaration	1
2.	Other Definitions	1
Article III - Ownership		
Section 1.	Owners	1
2.	By-Laws Applicability	1
Article IV - Meeting of Council of Unit Owners		
Section 1.	Place of Meetings	2
2.	Annual Meetings	2
3.	Special Meetings	2
4.	Notice of Meetings	2
5.	Quorum	3
6.	Voting	3
7.	Proxies	3
Article V - Directors		
Section 1.	Number and Qualification	3
2.	Initial Directors	3
3.	Powers and Duties	4
4.	Management Agent	4
5.	Election and Terms of Office	5
6.	Vacancies	5
7.	Removal of Directors	5
8.	Compensation	5
9.	Organizational Meeting	5
10.	Regular Meetings	5
11.	Special Meetings	6
12.	Waiver of Notice	6
13.	Quorum	6
14.	Action Without Meeting	6
15.	Fidelity Bonds	6
Article VI - Officers		
Section 1.	Designation	6
2.	Election of Officers	7

3.	Removal of Officers	7
4.	President	7
5.	Vice President	7
6.	Secretary	7
7.	Treasurer	7
8.	Compensation	8
	Article VII - Liability and Indemnification of Officers and Directors	
Section 1.	Liability and Indemnification of Officers and Directors	8
2.	Common or Interested Directors	8
	Article VIII - Management	
Section 1.	Management and Common Expenses	9
2.	Management Agent	11
3.	Duty to Maintain	11
4.	Right of Entry	11
5.	Easements for Utilities and Related Purposes	11
6.	Limitation of Liability	12
	Article IX - Condominium Fees/Assessments	
Section 1.	Annual Condominium Fees/Assessments	12
2.	Special Assessments	13
3.	Reserve for Replacements	14
4.	Non-Payment of Assessment	14
5.	Assessment Certificates	15
6.	Acceleration of Instalments	15
7.	Enforcement	15
8.	Subordination and Mortgagee Protection	16
9.	Definition	16
10.	Foreclosure of Assessment Lien	16
	Article X - Use Restrictions	
Section 1.	Residential Use	17
2.	Occupancy, Etc.	17
3.	Prohibited Uses and Nuisances	18
	Article XI - Architectural Standards	
Section 1.	Architectural Standards Committee	20
	Article XII - Hearing Procedures	
Section 1.	Statement of Purpose	20
2.	Rules and Regulations	21
3.	Hearing and Comment	21
4.	Right of Appeal	21

5.	Further Appeal	22
6.	Effect of Rules and Regulations	22
	Article XIII - Insurance	
Section 1.	Insurance	22
	Article XIV - Casualty Damage	
Section 1.	Use of Insurance Proceeds	24
	Article XV - Fiscal Management	
Section 1.	Fiscal Year	25
2.	Books and Accounts	25
3.	Auditing	25
4.	Inspection of Books	25
	Article XVI - Amendments	
Section 1.	Amendments	26
	Article XVII - Notice to Council	
Section 1.	Ownership - Book	26
2.	Mortgages	26
	Article XVIII - Mortgagees	
Section 1.	Change in Percentage Interest in Common Elements	26
2.	Right to Inspect Books	26
3.	Notice of Meetings	26
4.	Rental by Mortgagee	27
5.	Notice of Loss or Taking	27
	Article XIX - Compliance - Interpretation - Miscellaneous	
Section 1.	Compliance	27
2.	Conflict	27
3.	Resident Agent	27
4.	Severability	27
5.	Waiver	27
6.	Captions and Table of Contents	28
7.	Gender, Etc.	28



5511 198

BY-LAWS

BEDFORD TOWNE CONDOMINIUM

ARTICLE I

Name and Location

Section 1. Name and Location. The name of the Condominium is Bedford Towne Condominium. The principal office and mailing address of the Council of Unit Owners is Suite 200, 6525 Belcrest Road, Hyattsville, Maryland, 20782.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein means that certain Declaration made the 12<sup>th</sup> day of March, 1982, by Bedford Apartment Associates, a Maryland partnership, pursuant to Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, 1981 Replacement Volume, as amended, by which certain described property including land, was submitted to a Condominium Regime (hereinafter called the "Regime") and which Declaration is recorded among the Land Records of Prince George's County, Maryland, immediately prior hereto and to which these By-Laws are appended.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, 1981 Replacement Volume, as amended, the Maryland Condominium Act (hereinafter the "Act").

ARTICLE III

Ownership

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

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium Regime. The terms "Condominium Regime" or "Regime" as used herein shall include the land, as well as the improvements thereon. In construing these

By-Laws, and the government of the Regime pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland, 1975 Edition, as amended, pertaining to the government of nonstock corporations, shall be considered as governing to the extent not inconsistent with the provisions of the "Act", the Declaration and these By-Laws, the Council being considered the Corporation and the Owners being considered its members. This Council shall be unincorporated as provided in the "Act".

#### ARTICLE IV

##### Meeting of Council of Unit Owners

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

Section 2. Annual Meetings. The Organizational and First Meeting of the Council of this Regime shall be held within Sixty (60) days after the date on which fifty-one percent (51%) of the units have been conveyed to purchasers for value. Thereafter, annual meetings of the Council shall be held on the first Tuesday in April of each succeeding year. At such meeting there shall be elected by ballot of the Unit Owners, a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The Council may also transact such other business of the Regime as may properly come before it. In any event, the Organizational and First Meeting shall take place no later than March 1, 1983.

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

Section 4. Notice of Meetings. It shall be the duty of the Secretary or his agent to mail by first class a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at his address as it appears on the Ownership Book of the Regime on the date of the Notice, or if no such address appears, at his last known address, at least fifteen (15) but not more than forty-five (45) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the Unit Owner at his Condominium Unit or last known address. Notice by either such method shall be considered as notice served.

5511 200

Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of Owners representing at least twenty-five percent (25%) of the total votes of the Regime, as then constituted, shall be requisite for and constitute a quorum for the transaction of business at all meetings of the Council. If the number of votes at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Voting. At every meeting of the Council, each of the Unit Owners shall have the right to cast one vote for each Unit which he owns on each question. The votes established in Paragraph 11 of the Declaration shall be applicable to voting rights. The vote of the Unit Owners present and voting representing fifty-one percent (51%) of the votes at that meeting, unless the question is one upon which, by express provision of the "Act", the Declaration or these By-Laws, a different vote is required, in which case such express provision shall govern and control. No Unit Owner shall be eligible to vote at any annual or special meeting of the Council, or be elected to an office or to the Board of Directors against whom the Council has recorded a Statement of Condominium Lien on his Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7. Proxies. A Unit Owner may appoint any other Unit Owner, the Developer (as defined in the Declaration), Management Agent, Mortgagee, Attorney or Lessee, as his proxy. In no event may any Unit Owner or any other person, firm or corporation, except for the Developer, a mortgagee or the Management Agent, cast more than five votes by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary only for a maximum period of 180 days following its issuance, unless granted to a Lessee. It may be revoked sooner by a written notice of revocation filed with the Secretary and shall be revoked by the death of the Unit Owner.

#### ARTICLE V

##### Directors

Section 1. Number and Qualification. The Affairs of the Regime shall be governed by the Board of Directors (hereinafter called the "Board") composed of three (3) persons, a majority of whom, after the Organizational and First Meetings of the Council shall be Unit Owners.

Section 2. Initial Directors. The initial Directors shall be selected by the Developer and need not be Unit Owners. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records of Prince George's County, Maryland such time as their successors are duly



5511 200-A

chosen and qualified are as follows: Dennis O. Fleming, Laurence Levitan and Margaret L. Boehme. These Directors shall serve until the Organizational and First Meeting of the Council, at which time the Unit Owners shall elect a Board, all as prescribed herein. Initial Directors may be removed and their successors appointed by the Developer, its successors and assigns, or any Trustees, under Deeds of Trust, in possession.

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

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

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

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

(d) To promulgate and enforce such rules and regulations, and such restrictions or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the Regime and the use and maintenance of the General and Limited Common Elements, as they are designated, to prevent unreasonable interference with the use and occupancy of the Regime and of the General and Limited Common Elements by the Unit Owners, all of which shall be consistent with all applicable State, County and local law, the Declaration and these By-Laws.

Section 4. Management Agent. The Board of Directors shall employ for the Regime a professional Management Agent at a rate of compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (d) of Section 3 of this Article. The Council shall not undertake "self-management" or otherwise fail to employ a professional management agent. Any professional management company so employed must have and maintain fidelity bond coverage in an

5511 201

amount equal to or greater than one and one-half times the estimated annual operating expenses and reserves of the Regime.

Section 5. Elections and Terms of Office. The terms of the Directors named herein shall expire when their successors have been elected at the Organizational and First Meeting of the Council and are duly qualified. At the first Meeting of the Council the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years and the Director receiving the second greatest number of votes shall be fixed at two (2) years. The term of office of the third Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successors shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

Section 7. Removal of Directors. At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire Council and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Council shall be given an opportunity to be heard at the meeting. The term of any Director who has an unreleased Statement of Lien recorded against him shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

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

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

Section 10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2)

5511 202

such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 12. Waiver of Notice. Before, or at, any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof. 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.

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

Section 14. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 15. Fidelity Bonds. The Board may require that all officers and employees of the Council handling or responsible for Council or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council except for the bond required under Section 4 of this Article, which may be paid by the Council.

#### ARTICLE VI

##### Officers

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary and a

5511 203

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

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board at the Organizational meeting of each new Board and shall hold office until their successors are duly elected and installed.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Council and a member of the Board. He shall preside at all meetings of the Council and the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation including but not limited to the power to appoint committees from among the Unit Owners, or other persons whom he feels are qualified, from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Council.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Council, he shall have charge of the "Ownership" and such other books and papers as the Board may direct, and he shall, in general, perform all the duties incidental to the office of Secretary including counting the votes at meetings of the Council. In the Secretary's absence, the President shall designate some other person to count such votes.

Section 7. Treasurer. The treasurer shall have responsibility for Council funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council in such depositories as may from time to time be designated by the Board.



The Board may delegate any or all of these duties to a Management Agent or banking institution.

Section 8. Compensation. The Board shall have the power to fix the compensation for all officers of the Council who are not Unit Owners but shall have the power to fix the compensation for all officers of the Council who are Unit Owners only with the approval of the Council.

#### ARTICLE VII

##### Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Council shall indemnify every officer and director of the Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board to which he may be made a party by reason of being or having been, an officer or director of the Council, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Council shall be liable to the Council and the Unit Owners for any negligence, including their own individual willful misconduct or bad faith, but shall not be liable for mistakes of judgment or other wise if made in good personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council, except to the extent that such officers or directors may also be Unit Owners, and the Council shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Council, or former officer or director of the Council may be entitled.

##### Section 2. Common or Interested Directors.

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

(b) For so long as the Developer elects one or more directors to the Board, no contract or other transaction between the Council and one or more of its Directors, or between the Council and any corporation, firm or association, including the Developer, in which one or more of the Directors are directors or officers, or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board, or any committee thereof, which authorizes or approves the contract or other transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:



5511 205

(1) The fact of the common directorate, office or interest is disclosed or known to the Board, or a majority thereof, or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or other transaction in good faith by a vote sufficient for the purpose; or

(2) The fact of the common directorate, office or interest is disclosed or known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or other transaction in good faith by a vote sufficient for the purpose; or

(3) The contract or other transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed.

(c) For so long as the Developer elects one or more directors to the Board, common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board, or committee thereof, which authorizes, approves or ratifies any contract or other transaction, any may vote thereat to authorize any contract or other transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

#### ARTICLE VIII

##### Management

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

(a) The cost of providing water, sewer, garbage and trash collection, electrical (including street lighting), gas, common television antenna service and other necessary utility services for the Common Elements and, to the extent that the same are not separately metered or billed to each unit, for the units.

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

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

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

(e) The cost of painting, maintaining, replacing, repairing and landscaping the General and Limited Common Elements, including such furnishings and equipment for the General and Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council to paint, repair, or otherwise maintain the interior of any Unit or any fixtures or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council is required to secure, to pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the General and Limited Common Elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Unit or Units, the cost thereof shall be specially assessed to the Unit Owner or Owners thereof in the manner provided in Section 1(g) of this Article.

(g) The cost of the maintenance or repair of any Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board to protect the General and Limited Common Elements or to preserve the appearance or value of the Regime or is otherwise in the interest of the general welfare of all Unit Owners; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board and not without reasonable written notice to the Unit Owner of the Unit proposed to be maintained or repaired; and, provided, further, that the cost thereof shall be assessed against the Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the Owner of said Unit at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects as provided in Article IX of these By-Laws.

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

(i) The cost of maintaining the laundry rooms, storage rooms, electrical rooms, two hot lots, bathhouse, swimming and wading pools, walkways, and the mechanical equipment building (also known as the boiler room).

(j) The cost of any maintenance, repair or replacement contracted for between the Council or its management agent, and individual Unit Owners having to do with an individual Unit which cost shall be a Common Expense only with respect to that Unit and that the cost thereof shall be assessed against the Unit on which

5511 207

such maintenance, repair or replacement is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Unit Owner of said Unit at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects as provided in Article IX of these By-Laws.

**Section 2. Management Agent.** The Board shall delegate such of its duties, powers or functions to the Management Agent, as the Board shall authorize, provided that such delegation may be terminated by either party without cause or payment of a termination fee on a maximum of ninety (90) days written notice and any such contract shall have a maximum term of two (2) years.

**Section 3. Duty to Maintain.** Except for maintenance requirements herein imposed upon the Council, if any, the Unit Owner of each Unit shall, at his own expense, maintain the interior of his Unit and any and all equipment, appliances or fixtures situated within the Unit and its other appurtenances in good order, condition and repair, in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Unit and such appurtenances. In addition to the foregoing all Unit Owners, at their own expense, maintain, repair and replace any plumbing fixtures, heating and air conditioning equipment, lighting, fixtures, refrigerators, freezers, dishwashers, disposals, trash compactors, ranges and/or other equipment that may be in, or appurtenant to, such Unit. Any Unit Owner may contract for the performance of any maintenance, repair or replacement of any item listed in this Section with the Management Agent and the cost of the same shall be assessed as provided in Section 1(j) of this Article.

**Section 4. Right of Entry.** Each Unit Owner shall and does hereby grant right of entry to any person authorized by the Board in case of any emergency originating in, or threatening his Unit, whether the Unit Owner is present at the time or not and also for the purpose of maintaining said Unit as provided in Section 1(j) hereof.

**Section 5. Easements for Utilities and Related Purposes.** The Council through its Board is authorized and empowered to grant, and shall from time to time grant, such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, T.V. antennas, underground conduits and/or such other purposes related to the provision of public utilities to the Regime, or for any other purpose as may be considered necessary and appropriate by the Board for the orderly maintenance, preservation and enjoyment of the General and Limited Common Elements or for the preservation of the health, safety, convenience and/or welfare of the Unit Owners and the Developer.



Section 6. Limitation of Liability. The Council shall not be liable for any failure of water supply or other utilities or services to be obtained by the Council or paid for out of the Common Expenses, or for injury or damage to persons or property caused by the elements or by any Unit Owner or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the General or Limited Common Elements or from any pipe, drain, conduit, appliance or equipment. The Council shall not be liable to any Unit Owner for loss or damage by theft or otherwise, of articles which may be stored upon any of the General or Limited Common Elements. No diminution or abatement of Common Expense Assessments as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the General or Limited Common Elements, separately contracted maintenance to a Unit, or from any action taken by the Council to comply with any law, ordinance, or with the order or directive of any municipal or other governmental authority.

#### ARTICLE IX

##### Condominium Fees/Assessments

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

(A) From and after the recordation of the Declaration and these By-Laws, each Unit Owner shall pay to the Council, monthly in advance, a sum equal to one-twelfth (1/12) of the Unit Owner's proportionate share of the sum required by the Council pursuant to the Percentage Interests in Common Expenses and Common Profits as set forth in the Declaration, (hereinafter called "Assessments"), to meet its annual expenses, including but in no way limited to the following:

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

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

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

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

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

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

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

(8) The cost of all operating expenses, repairs, maintenance and replacements for laundry rooms, storage rooms, electrical rooms, two tot lots, bathhouse, swimming and wading pools, walkways, and the mechanical equipment and the boiler room.

(b) In addition, each Unit Owner shall pay to the Council, monthly, the amount of the separately contracted maintenance, if any for which said Unit Owner is liable under Section 1(j) of Article VIII.

(c) In addition, each Unit Owner shall pay to the Council, monthly, the amount of any fine levied against him pursuant to any rules and regulations for fining promulgated by the Board in accordance with the procedures in these By-laws and such fine shall be a lien in the same manner as if it were a Common Expense.

(d) The Board shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

(e) The Board shall make reasonable efforts to fix the amount of the assessment against each Unit Owner for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Council and assessments applicable thereto which shall be kept in the office of the Council or in the possession of the Secretary and shall be open to inspection by any Unit Owner upon reasonable notice to the Council or the Secretary. Written notice of the assessment shall thereupon be sent to each Unit Owner. The omission of the Board, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No Unit Owner may exempt himself from liability for assessments by a waiver of the use or enjoyment of any of the Common Elements, or by abandonment of any Unit belonging to him.

Section 2. **Special Assessments.** In addition to the regular assessment authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in

whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Regime, as then constituted, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate, provided that any such assessment shall have the assent of the owners representing fifty-one percent (51%) of the total votes of the Regime. A meeting of the Unit Owners shall be duly called for this purpose, written notice of which shall be sent to all owners at least fifteen (15) days, but not more than forty-five (45) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserve for Replacements. The Council shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board and which shall not be less than five percent (5%) of the aggregate monthly installments levied pursuant to the provisions of this Article. Such fund shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America, Maryland Savings Share Insurance Corporation, or may, in the discretion of the Board, be invested in the obligations of, or fully guaranteed as to principal, by, the United States of America, states, municipalities, or counties thereof. The reserve replacements may be expended only for the purpose of effecting the replacement of the Common Elements and equipment of the Regime and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be reduced, by appropriate resolution of the Board upon the accumulation in such reserve fund of a sum equal to twenty percent (20%) of the full replacement value of the Regime as full replacement value is annually determined by the Board for fire insurance purposes. The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Unit to which it appertains, and shall be deemed to be transferred with such Unit.

Section 4. Non-Payment of Assessment.

(a) A Unit Owner shall be liable for all assessments, or installments thereof, and fines or other charges coming due while he is the owner of a Unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, fines or other charges against the grantor for his share of the Common Expenses up to the time of the voluntary grant for which a Statement of Condominium Lien is recorded without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.



5511 211

(b) All assessments, fines, or other charges, until paid, together with interest at the maximum rate permitted on them, actual costs of collection, reasonable attorney's fees or attorney's fees of twenty-five percent (25%), whichever is greater, and late charges, at the maximum rate permitted in the "Act", constitute a lien on the Units on which they are assessed. If a statement of lien is recorded within two (2) years after the date the assessment, fine, or other charge becomes due, the lien shall be effective against a Unit from and after the time a Statement of Condominium Lien is recorded among the Land Records of Prince George's County, stating the description of the Unit, the name of the record Owner, the amount of time due and the period for which the assessment was due. The Statement of Condominium Lien shall be signed and verified by an officer or agent of the Council and then recorded. On full payment of the assessment and/or fine for which the lien is claimed the Unit Owner shall be entitled to a recordable satisfaction of the lien.

(c) Any assessment, fine, or other charge, or installment thereof, not paid when due shall bear interest, from the date when due until paid, at the maximum permissible legal rate.

(d) The Council shall, upon demand, notify the holder of the first mortgage on any Unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of thirty (30) days, and in any other case, where the Unit Owner is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 5. Assessment Certificates. The Council shall, upon demand, furnish to any Unit Owner liable for any assessment, fine, or other charge levied pursuant to the By-Laws (or to any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council or its agent, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed twenty-five dollars (\$25.00) may be levied in advance by the Council for each certificate so delivered.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment, fine, or other charge levied pursuant to these By-Laws, the entire balance of said assessment and/or fine may be accelerated at the option of the Board, and be declared due and payable in full.

Section 7. Enforcement. The lien for unpaid assessments, fines, or other charges may be enforced and foreclosed by the Council or any other person specified in the By-Laws, in the same manner, and subject to the same requirements, as the foreclosure of mortgages or deeds of trusts on real property in the State of Maryland. Suit for any deficiency following foreclosure may be

5511 212

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. No action may be brought to foreclose the lien unless brought within three (3) years following the recordation of the Statement of Condominium Lien. No action may be brought to foreclose the lien except after ten (10) days written notice to Unit Owner given by Registered Mail, return receipt requested, to the address of the Unit Owner shown on the books of the Council of Unit Owners.

Section 8. Subordination and Mortgagee Protection.

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

(b) No amendment to this Section shall affect the rights of the holder of any such mortgage, or the indebtedness secured thereby, recorded prior to recordation of such amendment, unless the holder thereof, or of the indebtedness secured thereby, shall join in the execution of such amendment.

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

Section 9. Definition. As used herein the term "Mortgage" shall include deed of trust and the term "Holder" or "Mortgagee" shall include the party secured by any deed of trust, any beneficiary thereof and the Trustees named therein, their successors and assigns.

Section 10. Foreclosure of Assessment Lien. Foreclosure of the assessment lien shall not take place until after the mortgagee of that Unit is notified pursuant to Section 4(d) of this Article and the said mortgagee is given fifteen (15) days to obtain compliance by the Unit Owner with the assessment requirements herein before stated.



## ARTICLE X

## Use Restrictions

Section 1. Residential Use. All Units shall be used for residential purposes exclusively except for such temporary non-residential uses as may be permitted from time to time by the Board and by State and Local Laws. Nothing in these By-Laws shall be construed to prohibit the Developer from either using Units which Developer owns or leases from others for promotional or display purposes as "Models" or from leasing any Unit or Units which Developer owns. Subject however to the following:

(a) A real estate sales and/or construction office may be erected, maintained, and operated on any part of the Regime and/or in any building or structure now or hereafter permitted to be erected thereon during the period of original development, construction and sale, and no longer, provided, however, that such offices are used and operated in connection with the original development of the land, or the construction of the original improvements on the land, or the sale of the Condominium Units originally erected on the land. At such time as the last Unit is conveyed to a purchaser for value, the real estate sales and/or construction office or offices shall be removed from the Regime, within 60 days thereafter.

(b) Any part of any Condominium Unit may be used as a physician's or attorney's office for the treatment of patients and/or for the practice of such professions, provided however, that the physician or attorney resides in the Condominium Unit in which the office is located.

(c) If any Unit Owner shall lease his unit for residential purposes, such lease shall first be submitted to the Board for its approval. The Board shall approve or disapprove of any lease solely on the basis of whether such lease contains covenants obligating the Unit Owner's tenant to observe all rules and regulations, of the Board and all restrictions and conditions imposed by the Declaration, By-Laws, Rules and Regulations in force at the time of signing said lease. If the Unit Owner fails to provide these documents, the Board may do so, billing the reasonable cost of same to the Unit Owner. The Board shall have no right to disapprove a lease except as above provided. If the Unit Owner fails to comply with this sub-paragraph, such failure to comply shall be a violation of these By-Laws and enforceable at law or equity by the Board. The Board may adopt a "form" lease for the use of Unit Owners.

Section 2. Occupancy, Etc. The right to use or occupy any Unit within the Regime, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any Unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in these By-Laws. No such restriction shall be

5511 214

based upon age, race, religion, family composition, sex or place of national origin. The provisions of this subsection shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a Mortgagee in lieu of foreclosure.

Section 3. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the Regime or within any Unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners.

(b) There shall be no obstruction or any General or Limited Common Elements, except as herein provided. Nothing shall be stored upon any General or Limited Common Elements, except as herein provided, without the approval of the Board. Vehicular parking upon General Common Elements shall be regulated by the Board.

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

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

(e) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit, and upon any Common Element; except that this shall not prohibit the keeping of two dogs, two cats and/or caged birds as domestic pets, provided that they are not kept, bred or maintained for commercial purposes, and provided further that the keeping of such dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in Section 3(a) of this Article. All dogs must be kept inside their respective Owner's Unit and may be walked on the General Common Elements only on a leash.

(f) Except for such signs as may be posted by the Developer for promotional purposes and signs of a directional nature, no signs of any character shall be erected, posted or displayed upon, in or from or about any Unit or the General or Limited Common Elements.

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

(h) No part of the General or Limited Common Elements shall be used for commercial activities of any character. This subsection shall not apply to the use of Units or Common Elements by the Developer for display, promotional or sales purposes.

(i) No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any Unit or upon any General or Limited Common Elements. Trash and garbage containers shall not be permitted to remain in public view, except within locations designated by the Board. This subsection shall not apply to the Developer during the period of construction of the Regime.

(j) No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be maintained upon any of the General or Limited Common Elements at any time except as permitted by written rule of the Board. Outdoor clothes dryers or clothes lines shall not be maintained upon the Common Elements at any time.

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

(l) Balconies and terraces shall be maintained in a neat, safe and orderly manner, and no items or material shall be hung over any railing, or on the outer side of any balcony without the written approval of the Board.

(m) Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises, musical instruments, radios, televisions, record players, phonographs, Hi-Fi sets, and amplifiers shall be used in such manner as not to disturb other Unit Owners.

(n) Outdoor cooking is strictly prohibited on any of the Common Elements except as to such areas as shall be designated by the Board.

(o) There shall be no violation of any rules and regulations, whether for the use of the General or Limited Common Elements or for the governance of the Regime, which may from time to time be adopted by the Board and promulgated among the Unit Owners by said Board in writing, and the Board is hereby, and elsewhere in these By-Laws, authorized to adopt such rules and regulations.

5511 216

(p) The Board shall have the power to levy fines against Unit Owners for violation of these By-Laws or the rules and regulations promulgated by the Board hereunder. Said power to levy fines is specifically subject to Article XII hereof.

#### ARTICLE XI

##### Architectural Standards

###### Section 1. Architectural Standards Committee

(a) Except for the original construction of the Units situate within the property by the Developer and any improvements to any Unit or to the General or Limited Common Elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair, or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, patios, balconies, platforms, porches, walls or to make any change or otherwise alter, including any alteration in color, in any manner whatsoever, to the exterior of any Unit or upon any of the General or Limited Common Elements within the property until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or other proposed form of change, including, without limitation, any other information specified by the Board (or its designated Committee), shall have been submitted to, and approved in writing by the Board, or by an "Architectural Standards Committee" designated by such Board.

(b) In the event the Board, or its designated Committee, fails to approve, or disapprove, such design and location within sixty (60) days after said plans and specifications have been submitted to it, or if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE XII

##### Hearing Procedures

###### Section 1. Statement of Purpose

It is the declared intention of the Council that rules and regulations shall be adopted freely by the Board, and without the requirement of a 66 2/3% or greater vote of the Council as a requisite to their adoption. All rules and regulations are intended to be adopted as supplements to and not in lieu of, legally required provisions of these By-Laws. Should any adopted rules or regulations contradict any provisions of these By-Laws,



as amended, said provisions of these By-Laws shall take precedence.

Section 2. Rules and Regulations.

All rules and regulations proposed by the Board or by any committee appointed by the Board to act on its behalf shall be dated as of the date of the meeting at which they were considered, and shall be communicated to the Council in writing within seven (7) days after said meeting date, and shall be put forward before the Council for consideration and review by the process of Hearing and Comment.

Section 3. Hearing and Comment.

(a) Any notices of hearings so required shall include the date, time, location, and agenda of the hearings, and shall be communicated by the Board to the Council by published form, or by any reasonable manner, no later than fourteen (14) days after the above regularly scheduled meeting of the Board of Directors.

(b) A quorum of the Board shall be in attendance at all public hearings; if a quorum is not present, a new hearing shall be scheduled within seven (7) days.

(c) A member of the Board shall preside over any hearings so convened and shall limit discussions within parameters of the published agenda. Any unit owners may appear and speak at these hearings, or by written statement.

(d) The Board shall reconvene on a date no later than its next regularly scheduled meeting following a public hearing for the purpose of considering the relevant issues. Upon majority vote, the Board may modify, adopt or annul the previously proposed rules and regulations. Any modifications, adoptions or annulments of rules or regulations, by this process, shall require a republication by the Board within seven (7) days after said meeting, but shall not again be subject to the Hearing and Comment process. The effective date of any rules and regulations adopted through this process shall be seven (7) days after republication is accomplished.

Section 4. Right of Appeal.

(a) Each unit owner shall have a right to appeal to the Board for an individual exception to any rules or regulations adopted by the Board.

(b) The appeal period shall begin on the effective date of the rules and regulations, and shall run for a period of fourteen (14) days.

(c) No appeals shall be considered, except by permission of the Board if filed after the expiration of the appeal period; however, any new Unit Owner, relocating within the community,

5511 218

shall have a like right of appeal, regardless of when a rule was adopted, provided that his appeal is made within one (1) year of his settlement date.

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

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

Section 5. Further Appeal.

Any Unit Owner, upon proper grounds and jurisdiction, may appeal any rules and regulations adopted by the Board to the courts of the State of Maryland.

Section 6. Effect of Rules and Regulations.

Any rules and regulations, when adopted in accordance with the above procedures, shall have the same effect as if they were incorporated in these By-laws by direct reference. Said rules and regulations, upon proper adoption under the above procedures, shall be enforced in the same manner as all other provisions of the By-Laws.

ARTICLE XIII

Insurance

Section 1. Insurance.

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

(1) Property insurance on the Common Elements and units, exclusive of improvements and betterments installed in units by Unit Owners, insuring against all risks of direct physical loss commonly insured against or, in the case of a conversion condominium, against fire and extended coverage perils. The total amount of insurance after application of any deductibles may not be less than eighty percent (80%) of the actual cash value of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

5511 219

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

(b) If the insurance described in subsection (a) is not maintained, the Council promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Council in any event may carry any other insurance it deems appropriate to protect the Council of Unit Owners or the Unit Owners.

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

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

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

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

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

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



5511 220

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

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

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

#### ARTICLE XIV

##### Casualty Damages

###### Section 1. Use of Insurance Proceeds.

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

- (1) The Condominium is terminated;
- (2) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or
- (3) Eighty percent (80%) of the Unit Owners, including every owner of a unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild.

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

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

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

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



5511 221

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

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

#### ARTICLE XV

##### Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year and end on the 31st day of December except that the first year of the Council shall begin on the date of the recording of the Declaration. The commencement date of the fiscal year herein established shall be subject to change by the Board in its discretion.

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

Section 3. Auditing. At the close of each fiscal year, the books and records of the Regime shall be audited and if such audit is by an independent Certified Public Accountant, his report shall be prepared and may be certified, in accordance with generally accepted auditing standards. Based upon such audit or report, the Council shall furnish the Unit Owners with an annual financial statement, including the income and disbursements of the Council.

Section 4. Inspection of Books. The books and accounts of the Council and vouchers accrediting the entries made thereupon, shall be available for examination by the Unit Owners and/or their duly authorized agents, attorneys and mortgagees, during normal business hours and for purposes reasonable related to their interests as Unit Owners.

5511 222

ARTICLE XVI

Amendments

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing 66 2/3% of the total votes of the Regime at any meeting of the Council duly called for such purposes in accordance with the provisions of the "Act". Amendments may be proposed by the Board or by a Petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Regime. A description of the proposed amendment shall accompany the notice of the regular or special meeting at which such proposed amendment is to be voted upon, and said notice shall also be given to the holders of all first mortgages in the Regime. Any amendment adopted by the Council shall be effective only upon recordation among the Land Records of Prince George's County. The recorded amendment shall set out the Sections of these By-Laws being amended and the applicable provisions of the "Act". The provisions of this Article are subject to the rights of the Developer as set out in Paragraph 18 of the Declaration.

ARTICLE XVII

Mortgagees

Section 1. Ownership Book. The Secretary of the Council or the management agent, if so designated, shall maintain a current roster of names and addresses of each Unit Owner to which notice of meetings of the Council with this information. No Unit Owner may vote at meetings of the Council until this information and that required in Section 2 of this Article is furnished.

Section 2. Mortgages. A Unit Owner who mortgages his Unit shall notify the Secretary of the Council or its agents of the name and address of his mortgagee and the Council shall maintain such information in a book entitled "Mortgagees of Units".

ARTICLE XVIII

Mortgagees

Section 1. Change in Percentage Interest in Common Elements. The consent of all mortgagees, obtained in advance in writing, is mandatory if the Council should adopt any change in the pro-rata interest of the Unit Owners in the Common Elements of the Regime.

Section 2. Right to Inspect Books. All mortgagees shall have the right to inspect the books of the Regime, obtain financial statements, and review budgets of the Regime.

Section 3. Notice of Meetings. All mortgagees, upon request shall have the right to notification of and attendance at all general and special meetings of the Council and shall be

5511 223

permitted to express any views at such meetings as they may wish to convey to the Council.

**Section 4. Rental by Mortgagee.** All mortgagees shall have the right, notwithstanding any provision herein to the contrary, to rent any Units which such mortgagee or mortgagees may own through foreclosure sale or voluntary sale, free from any restriction herein against leasing.

**Section 5. Notice of Loss or Taking.** The Board shall notify mortgagees and Federal National Mortgage Association, if applicable, in writing if any loss or taking of the common elements exceeds \$10,000.00 or if damage to a unit exceeds \$1,000.00.

#### ARTICLE XIX

##### Compliance-Interpretation-Miscellaneous

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

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

**Section 3. Resident Agent.** Mr. Dennis O. Fleming, President, Wilmington Development Corporation, 6525 Belcrest Road, #200, Hyattsville, Maryland 20782, a resident of Maryland is designated as the person authorized to accept service of process in any action relating to the Regime or to the General or Limited Common Elements, as authorized under the "Act". The Board may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process as set forth above, provided that proper notification of such change be promptly filed with the Maryland Department of Assessments and Taxation.

**Section 4. Severability.** In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

**Section 5. Waiver.** No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.



5511 224

Section 6. Captions and Table of Contents. The captions and table of contents contained in these By-Laws are for convenience and ease of use only, and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, Etc. Whenever in these By-Laws the context so required, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS, the hand and seal of Bedford Apartment Associates, this 10<sup>th</sup> day of March, 1982.

WITNESS:

BEDFORD APARTMENT ASSOCIATES

M. A. B. B. B.

By: [Signature] (SEAL)  
Sami Totah, General Partner

STATE OF MARYLAND

BSI

County of Howard

I HEREBY CERTIFY that on this 12<sup>th</sup> day of March, 1982, before me, a Notary Public of the State aforesaid, personally appeared Sami Totah, who acknowledged himself to be a general partner of Bedford Apartment Associates, a Maryland partnership, and that he, as such general partner, executed the foregoing By-Laws for the purposes therein contained, as his act.

[Signature]  
Notary Public

My Commission Expires: July 1, 1982

5511 225

DECLARATION OF BEEFORD JONES CONDOMINIUM EX BEEFORD APARTMENT ASSOCIATES				MICHAEL H. MADRINE, Esq. FRANK S. GIBSON, Esq. 116 47 1/2nd PLACE BALTIMORE, MARYLAND 21202 752-1730
---	--	--	--	--

752-1730

**CC&Rs**  
**The Marylander Condominium**

Order: 36X32TLMC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
Howe/Wjcd/Does





5511 176

DECLARATION

FOR

BEDFORD TOWNE CONDOMINIUM

THIS DECLARATION, Made this 12<sup>th</sup> day of MARCH, 1982, by Bedford Apartment Associates, a Maryland partnership, hereinafter referred to as the "Developer".

WHEREAS, the Developer holds fee simple title to certain land situate in Prince George's County, Maryland and described in Exhibit "1" attached hereto and made a part hereof (hereinafter called the "Property") and desires to submit the whole of said land, together with the buildings erected thereon and all rights, alleys, ways, privileges, appurtenances and advantages thereunto belonging, or in any way appertaining, to a Condominium Regime established under the provisions of the Maryland Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, 1981 Replacement Volume, as amended (hereinafter called the "Act") and hereby to establish for the Property a Condominium Regime (hereinafter called the "Regime").

NOW, THEREFORE, THIS DECLARATION WITNESSETH: that Wilmington Development Corporation, its successors and assigns, does hereby expressly establish and declare the following:

1. Creation of the Condominium Regime.

A. The Developer hereby submits the land described in "Exhibit 1" and the improvements constructed thereon hereinafter described and shown on the Condominium Plats, Sheets 1 thru 13, (recorded simultaneously herewith), entitled "Condominium Plats for Bedford Towne Condominium" to a Regime provided for by the "Act" and establishes a Regime as therein provided containing 17 buildings having a total of 200 units and common elements.

B. Said land as improved by the buildings and improvements constructed thereon is more fully described in Plats recorded among the Land Records of Prince George's County simultaneously herewith consisting of thirteen (13) sheets designated as:

Sheet 1 - Master Plat, Bedford Towne Condominium, Chillum (17th) District, Prince George's County, Maryland

Sheet 2 - Buildings #1 & 2, Bedford Towne Condominium, Chillum (17th) District, Prince George's County, Maryland



5511 177

Sheet 3 - Buildings #3, 4 & 5, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 4 - Buildings #3, 4 & 5, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 5 - Buildings #6, 7 & 8, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 6 - Buildings #6, 7 & 8, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 7 - Buildings #9, 10 & 11, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 8 - Buildings #9, 10 & 11, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 9 - Buildings #12, 13 & 14, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 10 - Buildings #12, 13 & 14, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 11 - Buildings #15, 16 & 17, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 12 - Buildings #15, 16 & 17, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Sheet 13 - Buildings #15, 16 & 17, Bedford Towne Condominium, Chillum [17th] District, Prince George's County, Maryland

Said Plats being considered a part hereof as if fully incorporated herein.

2. Description of the Buildings. Bedford Towne Condominium consists of 17 buildings containing a total of 200 separately designated and legally described fee simple estates, each consisting of a Condominium Unit, as shown on the Condominium Plats for Bedford Towne Condominium prepared and certified by Greenhorne and O'Mara, Riverdale, Maryland 20737, licensed to practice in the State of Maryland, which Plats are

5511 178

intended to be recorded simultaneously herewith. The complex consists of one two-story and sixteen three-story buildings clustered in six groups.

3. The Name of the Condominium. This Condominium Regime shall be known as: BEDFORD TOWNE CONDOMINIUM.

4. Units.

A. Each Unit shall be conveyed by the name of the Condominium, its Building number and Unit number which number is designated on Sheets 2 thru 13 of the Plats for said Condominium. The dimensions, area, and location of each Unit are shown on the Plats of the Condominium as described above.

B. Each one floor Condominium Unit shall consist of an enclosed space or spaces designated as a single family dwelling. The Unit shall occupy that part of the building as shown on the Plats recorded as aforesaid.

C. Each Unit shall consist of:

1. A three dimensional area generally described by planes as follows, the location of these planes is specifically designated on the Condominium Plats aforesaid:

a. Bottom. The bottom of the Unit is a horizontal plane through the upper surface of the unfinished sub-floor and extending in every direction to the points where it closes with vertical planes forming the perimeter of the Unit;

b. Top. The top of each unit is a horizontal plane through the lower surface of the unfinished ceiling excluding from such space all structural elements including but not limited to trusses, hanger bars, girders, and ceiling or floor support grid systems;

c. Perimeter. The perimeter of the Unit is circumscribed by vertical planes which are formed by the unexposed surface of the wall of the Unit and are more particularly shown on the Condominium Plats.

2. Any air space lying upward from the bottom of the Unit, inward from the perimeter of the Unit and below the top of that Unit;

3. Improvements which shall include, but not be limited to:

a. Interior partitions, doors and windows, pipes, conduits, ducts, switches, vents, wiring, fixtures or other facilities for the provision of heat, ventilation, air conditioning, plumbing, electrical power, lighting, telephone service (to the extent the ownership is not retained by the company supplying such service), or television.

reception; and all plumbing, electrical and mechanical equipment within the Unit designed for use by that Unit only;

4. The air handler unit and the air space (but extending only up to the plane forming the top of the Unit), as they appear on the aforesaid Plats, even though the same may be within the General or Limited Common Elements as defined herein; and

5. All improvements contained within the aforesaid three dimensional space.

D. It is the intention that each Condominium Unit shall consist of that space shown on the Condominium Plats recorded as aforesaid as the Unit area both in the horizontal and in the vertical.

E. Each Unit and the General and Limited Common Elements (described generally hereinafter), are more specifically shown on the Plats aforesaid and Developer intends that said Plats shall diagrammatically govern where this Declaration is silent.

F. Each unit in each building shall be used only for residence purposes by the Unit Owner or Owners thereof, his family, guests or invitees, or the lessees of the Unit Owner, their families, guests or invitees, except that the Board of Directors of the Council of Unit Owners may approve (which approval may be rescinded) incidental use of a portion of a particular Unit for personal office use; and except that the Developer, until all Units have been sold and settled for, may use one or more Units, at its discretion, for model Units for purposes of sale, and may also maintain a sales office in one or more of the Units, at its discretion, for the same period of time. No Unit may be leased by any Unit Owner, except a mortgagee, for an initial period of not less than six (6) months.

G. No building or structure shall ever be erected, constructed, altered, reconstructed, placed or permitted to remain on all or any part of the land of the Condominium other than dwelling units designed for single family occupancy including residential Condominium Units, in connection with the establishment of a Condominium Regime pursuant to Title XI of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended, together with buildings which render service facilities to the Regime such as, but not limited to, laundry rooms, storage rooms, electrical rooms, swimming pool, tot lots, bathhouse and mechanical equipment building, storage or utility building, if any, and associated improvements for the exclusive use and benefit of all Condominium Unit Owners, as hereinafter provided.



### 5. Percentage Interests.

Each Unit shall have the Percentage Interest in the Common Elements and Common Expenses and Common Profits of the Condominium Regime as listed on "Exhibit 2" of this Declaration. The Percentage Interests may be changed only in accordance with the "Act".

### 6. Description of Common Elements.

A. All areas and facilities which are not part of a Unit comprise the Common Elements, as graphically shown on the Plans aforesaid, including, but not limited to: all streets, curbs, sidewalks, entrance walks, every foundation wall, exterior wall, stone window sills, portion of a party wall, roof, roof drains, column, girder, beam, support, stairway, floor, partition, entrance and exit, front steps and interior stairways and entrance halls, recreational areas, parking areas, lawn areas, except as herein modified, trees, shrubbery, conduits, sewers, water mains, storm drains and other lines, interior lighting in entrance halls and stairways, side lite on each side of the entrance doors, exterior lighting, mailbox clusters, fire extinguishers, fire bells, fire sprinklers, exit signs, railings at kitchen windows, flue stacks, and all other devices rationally of common use and necessary to the upkeep, use and safety of the building, and all other conduits and wire outlets and utility lines regardless of location and all other parts of the Regime and all apparatus and installations existing in the building or for common use or necessary or convenient to the existence, maintenance or safety of the Regime.

B. The General Common Elements also include all yards.

C. The General Common Elements shall be exclusively owned in common by all of the Unit Owners. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by the "Act" and in that event all mortgagees must, in writing, consent.

D. Except as hereinabove provided, all Common Elements in Bedford Towne Condominium are subject to perpetual easement for the use in common thereof for ingress, egress and utilities. This provision and covenant shall run with the land and the benefits and burdens thereof, shall inure to the benefit of and be binding upon the Developer, its successors and assigns and the Unit Owners, their heirs, successors, personal representatives and assigns.

E. The cost of maintaining, repairing and replacing the Common Elements, both Limited and General, shall be borne by the Council of Unit Owners as an item of the Common Expense except as hereinafter provided.

F. Each Unit Owner, in proportion to his Percentage Interest in the Common Expenses and Common Profits, shall contribute toward payment of the Common Expenses and no Unit Owner shall be exempt from contributing toward said Common Expenses either by waiver of the use or enjoyment of the Common Elements, or any of them, or by the abandonment of his Unit. The contribution, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Prince George's County simultaneously herewith (hereinafter called the "By-Laws").

G. As defined in the "Act", this Regime has the following Limited Common Elements:

1. The balconies or terraces adjacent to each Unit, as shown on the aforesaid Plats, which balconies or terraces are limited to the use of the Unit binding thereon.

2. The storage locker specifically limited to the use of the Unit Owner whose Unit number is marked thereon and shown on the Plats aforesaid and said Unit Owners shall have right to place a lock on said storage locker to restrict its use to those to whom he shall give the keys or the combination to said lock.

7. Condominium Units and Common Elements.

A. If any Common Element, or any part thereof, now or at any time hereafter, encroaches upon any Unit, or any Unit encroaches upon any Common Element, whether such encroachment is attributable to construction, settlement, or shifting of the building, or any other reason whatsoever beyond the control of the Board of Directors or any Unit Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Board of Directors or for the Unit Owner, their respective heirs, personal representatives, successors or assigns, to provide for the encroachment and non-disturbance of the Common Element, or the Unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue.

B. Conveyance or other disposition of a Unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this Paragraph without specific or particular reference to such easement.

8. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public

utility lines and other Common Elements serving such other Units and located in such Unit.

9. Easements. In addition to the easements reserved on the Plats aforesaid which are for the benefit of the Developer, its successors and assigns and Trustees under Deeds of Trust:

A. Developer, for itself, its successors and assigns, hereby declares that every Unit Owner shall have a perpetual easement in, upon, through and over the land shown on the Plat recorded simultaneously herewith, to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position in which it changes by reason of the gradual forces of nature and the elements.

B. Developer hereby reserves unto itself, its successors and assigns, an easement in, through and over the Common Elements for as long as the said Developer, its successors and assigns and Trustees under Deeds of Trust, shall be engaged in the construction, development and sale of Units, which easement shall be for the purpose of construction, installation, maintenance and repair of existing buildings and appurtenances thereto, for ingress and egress to all Units and all Common Elements, and for use of all sidewalks, walkways, roadways, parking areas, existing and future model units for sales promotion and exhibition. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for a period of two (2) years after the date of delivery of the Unit deed for such purposes as may be reasonably necessary for the Developer or its agents to complete the Regime or service any Unit thereof.

C. Developer reserves unto itself, its successors, assigns and agents, an easement in, upon, through and over the land comprising the Common Elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Regime.

D. Each Unit Owner shall have a perpetual easement for the continuance of any encroachment by his Unit on any adjoining Unit or on any General or Limited Common Element, now existing as a result of construction of the buildings or which may come into existence hereafter as a result of the reconstruction of the buildings or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the buildings stand.

10. Units Subject to Declaration, By-Laws and Rules and Regulations. All present and future owners, tenants, and occupants of Units shall be subject to, and shall comply with,



the provisions of the "Act", of this Declaration and By-Laws, and any Amendments thereto, and the Rules and Regulations as provided for in the By-Laws, as they may be amended from time to time. The acceptance of a deed, or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration and By-Laws and any Amendments thereto, 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, conveyance or lease thereof.

11. Membership in Council of Unit Owners. Each Owner of a Unit shall automatically, upon becoming the Owner of a Unit or Units, be a member of the Council of Unit Owners of this Condominium Regime (hereinafter referred to as the "Council") and shall remain a member of said Council until such time as his ownership ceases for any reason, at which time his membership in said Council shall automatically cease. Each Unit shall have one (1) vote at meetings of the Council and said one (1) vote is appurtenant to each Unit.

12. Notice to Mortgagees. All amendments to this Declaration, as such amendments are provided for hereinafter, must be approved in writing by the holder of any mortgage or the Trustee under any Deed of Trust on any Unit and said holder or Trustees shall be given thirty (30) days written notice of any such proposed amendment or amendments prior to the meeting of the Council provided for in Paragraph 10 of this Declaration.

13. Exterior Modifications. Unit Owners may not make exterior changes to their Units without first obtaining consent, in writing, of the Architectural Standards Committee, established in the By-Laws recorded herewith.

#### 14. Maintenance and Repair

A. The following items of maintenance shall be performed by the Unit Owners and such maintenance shall not be an item of Common Expense subject to the lien for assessments created herein:

1. The repair, replacement and maintenance of all glazing in Units including windows and sliding glass doors;
2. The washing of all exterior windows and sliding glass doors;
3. The painting, where applicable, of the exterior surface of all doors;

15. Eminent Domain.

A. In this paragraph, the term "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding.

B. This Declaration specifically provides for an allocation of any award for a taking under the power of eminent domain of all or a part of the condominium. This Declaration also provides for (1) reapportionment or other change of the percentage interests appurtenant to each unit remaining after taking; (2) the rebuilding, relocation or restoration of any improvements so taken in whole or in part; and (3) the termination of the condominium regime following any taking.

C. Unless otherwise provided in this Declaration any damages for a taking of all or part of a condominium shall be awarded as follows:

1. Each unit owner shall be entitled to the entire award for the taking of all or part of his respective unit and for consequential damages to his unit.

2. Any award for the taking of limited common elements shall be allocated to the unit owners of the units to which the use of those limited common elements is restricted in proportion to their respective percentage interests in the common elements.

3. Any award for the taking of general common elements shall be allocated to all unit owners in proportion to their respective Percentage Interests in the common elements.

D. Unless otherwise provided in this Declaration following the taking of a part of a condominium, the Council of Unit Owners shall not be obligated to replace improvements taken but promptly shall undertake to restore the remaining improvements of the condominium to a safe and habitable condition. Any costs of such restoration shall be a common expense.

E. Unless otherwise provided in this Declaration following the taking of all or a part of any unit, the Percentage Interests appurtenant to the unit shall be adjusted in proportion as the amount of floor area of the unit so taken bears to the floor area of the unit prior to the taking. The Council of Unit Owners promptly shall prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the unit. Subject to sub-paragraph G, (1) following the taking of part of a unit the votes appurtenant to that unit shall be appurtenant to the remainder of that unit and (2) following the taking of all of a unit the right to vote appurtenant to the unit shall terminate.



F. All damages for each unit shall be distributed in accordance with the priority of interests at law or in equity in each respective unit.

G. Except to the extent specifically described in the condemnation declaration of grant in issue thereof, a taking of all or part of a unit may not include any of the Percentage Interests or votes appurtenant to the unit.

16. Termination of Regime. Each Unit Owner in Bedford Towne Condominium covenants and agrees that abandonment or termination of the Regime herein created is subject solely to and shall be accomplished in strict accordance with the "Act".

17. Administration of Condominium. In accordance with the provisions of the By-Laws, the Condominium shall be operated like a non-stock business corporation, the Council being considered the corporation and the Unit Owners being considered the members. As provided in the By-Laws, the Unit Owners shall elect a Board of Directors.

18. Amendment of Declaration. Except as may otherwise be provided by the "Act", this Declaration may be amended in the following manner:

A. For so long as Developer shall own all of the Units, Developer shall have the sole right to amend this Declaration (including any amendments altering the percentage of ownership in Common Elements) which amendment need only be signed and acknowledged by the Developer and recorded among the Land Records of Prince George's County. Such amendment shall specifically refer to the recording date identifying this Declaration.

B. An amendment or amendments to this Declaration may be proposed by the Board of Directors, acting upon a vote of the majority of the Directors, or by the Unit Owners holding a majority of votes of the units in the Council as the Council is then constituted, whether meeting as the Council or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or any Unit Owners, such proposed amendment or amendments shall be transmitted to the President of the Council or other officer of the Council in the absence of the President, who shall thereupon call a special meeting of the Council for a date not sooner than fifteen (15) days nor later than sixty (60) days, from receipt by him of the proposed amendment or amendments; and it shall be the duty of the Secretary to give to each Unit Owner written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than fifteen (15) days, nor more than forty-five (45) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Unit Owner

at his post office address as it appears on the books of the Council, the first class postage thereon prepaid. Any Unit Owner may, by written waiver of notice signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice of such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of all Unit Owners of the Regime, as then constituted, and approved by all holders of mortgages or Trustees under Deeds of Trust on Units, as provided herein, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary for the Council as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Land Records of Prince George's County, Maryland, such amendment or amendments to specifically refer to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form in which the same were placed on record by the Council shall be delivered to all of the Unit Owners and mailed to the holders of mortgages or Trustees under Deeds of Trust listed in the registry to be maintained in accordance with the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Unit Owner shall be recognized if such Unit Owner is not in attendance at such meeting, or represented thereat by written proxy, provided such written vote is delivered to the Secretary of the Council at or prior to such meeting.

C. Anything in sub-paragraph B to the contrary notwithstanding, no amendment to this Declaration shall alter or amend any rights granted to Developer under the provisions hereof unless the Developer and any other beneficiary thereof shall consent in writing to such amendment.

19. Invalidity. The invalidity of any provisions 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 provisions had never been included herein.

20. 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.

21. Compliance. This declaration is set forth in compliance with the requirements of Section 11-101, et seq. of the "Act". In the event of any conflict between the "Act" and this Declaration, the provisions of the "Act" shall control.

5511 187


22. Captions. The captions and Table of Contents contained in this Declaration are for convenience only and are not part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

23. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS the hand and seal of said Developer as of the date first herein written.

WITNESS:


BEDFORD APARTMENT ASSOCIATES



  
By: Sami Totah (SEAL)  
Sami Totah, General Partner

STATE OF MARYLAND, County of Howard, TO WIT:


On this 12<sup>th</sup> day of February, 1982, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared Sami Totah, who acknowledged himself to be a general partner of Bedford Apartment Associates, a Maryland partnership, and that he, as such general partner, executed the foregoing Declaration for the purposes therein contained, as his act.

  
Notary Public

My Commission Expires: July 1, 1982

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

BEDFORD APARTMENT ASSOCIATES

  
By: Sami Totah  
Sami Totah, General Partner



5511 188

DECLARATION

FOR

BEDFORD TOWNE CONDOMINIUM

EXHIBIT 1



*Greenhorne & O'Mara, Inc.*

MAIN OFFICE • 6715 KENILWORTH AVENUE • RIVERDALE, MD. 20840 • (301) 277-2121

ENGINEERS ARCHITECTS PLANNERS SCIENTISTS SURVEYORS PHOTOGRAMMETRISTS

March 10, 1982

DESCRIPTION

BEDFORD TOWN CONDOMINIUM

CHILLUM DISTRICT

PRINCE GEORGE'S COUNTY, MARYLAND

Being all of Parcel "A" as shown on the plat entitled, "Parcel 'A' Bedford Towne," recorded among the Land Records of Prince George's County, Maryland, in Plat Book WM 68 as Plat No. 3.

Beginning for the same at a point on the East side of Old Riggs Road, at the end of the North  $86^{\circ} 44' 30''$  West 136.65 foot line, as shown on the plat entitled, "Parcel 'A' Bedford Towne," recorded among the Land Records of Prince George's County, Maryland in Plat Book WM 68 as Plat No. 3, running thence with and binding on the East side of said Old Riggs Road, the following two (2) courses and distances, viz.,

1. North  $27^{\circ} 12' 50''$  East 131.05 feet, and
2. 283.96 feet along the arc of a curve to the left, having a radius of 2805.00 feet, and a chord bearing and distance of North  $24^{\circ} 18' 49''$  East 283.84 feet, thence leaving said road and running with and binding on the outline of Parcel "A" as shown on the aforementioned plat, the following seven (7) courses and distances, viz:
  3. South  $87^{\circ} 08' 00''$  East 295.82 feet; thence
  4. North  $20^{\circ} 58' 50''$  East 139.68 feet; thence
  5. South  $87^{\circ} 08' 00''$  East 765.82 feet; thence
  6. South  $08^{\circ} 12' 00''$  West 574.90 feet; thence

5511 189

7. North  $86^{\circ} 36' 00''$  West 1078.14 feet; thence
8. North  $08^{\circ} 10' 30''$  East 45.30 feet; and
9. North  $86^{\circ} 44' 30''$  West 136.55 feet to the place of beginning.  
Containing 60076 square feet or 13.7781 acres of land.

Subject to existing easements, rights of way, and restrictions of record.

JTC:plm

FAIRFAX, VA. • ROCKVILLE, MD. • ANNAPOLIS, MD. • HUNTINGDON, PA. • BECKLEY, W.V. • DENVER, CO.

5511 190

DECLARATION  
FOR  
BEDFORD TOWNE CONDOMINIUM

EXHIBIT 2

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest in Common Profits and Common Expenses and Percentage Interest in Common Elements</u>	
1	7951-1	0.61	
	7951-2	0.61	
	7951-3	0.41	
	7951-4	0.41	
	7951-5	0.61	
	7951-6	0.61	
	7951-7	0.41	
	7951-8	0.41	
	7951-9	0.61	
	7951-10	0.61	
	7951-11	0.41	
	7951-12	0.41	
2	7953-1	0.58	
	7953-2	0.68	
	7953-3	0.41	
	7953-4	0.56	
	7953-5	0.62	
	7953-6	0.74	
	7953-7	0.35	
	7953-8	0.51	
	7953-9	0.51	
3	7955-1	0.58	
	7955-2	0.58	
	7955-3	0.41	
	7955-4	0.41	
	7955-5	0.58	
	7955-6	0.58	
	7955-7	0.41	
	7955-8	0.41	
	7955-9	0.58	
	7955-10	0.58	
	7955-11	0.41	
	7955-12	0.41	
4	7957-1	0.68	
	7957-2	0.68	
	7957-3	0.53	
	7957-4	0.53	
	7957-5	0.68	
	7957-6	0.68	



5511 191

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest in Common Profits and Common Expenses and Percentage Interest in Common Elements</u>
4	7957-7	0.53
	7957-8	0.53
	7957-9	0.68
	7957-10	0.68
	7957-11	0.53
	7957-12	0.53
5	7959-1	0.37
	7959-2	0.37
	7959-3	0.41
	7959-4	0.41
	7959-5	0.37
	7959-6	0.37
	7959-7	0.41
	7959-8	0.41
	7959-9	0.37
	7959-10	0.37
	7959-11	0.41
	7959-12	0.41
6	7963-1	0.51
	7963-2	0.51
	7963-3	0.51
	7963-4	0.51
	7963-5	0.51
	7963-6	0.51
	7963-7	0.51
	7963-8	0.51
	7963-9	0.51
	7963-10	0.51
	7963-11	0.51
	7963-12	0.51
7	7965-1	0.46
	7965-2	0.46
	7965-3	0.52
	7965-4	0.52
	7965-5	0.46
	7965-6	0.46
	7965-7	0.52
	7965-8	0.52
	7965-9	0.46
	7965-10	0.46
	7965-11	0.52
	7965-12	0.52

5511 192

Percentage Interest  
in Common Profits and  
Common Expenses and  
Percentage Interest in  
Common Elements.

<u>Building Number</u>	<u>Unit Number</u>	
8	7967-1	0.58
	7967-2	0.58
	7967-3	0.41
	7967-4	0.41
	7967-5	0.58
	7967-6	0.58
	7967-7	0.41
	7967-8	0.41
	7967-9	0.58
	7967-10	0.58
	7967-11	0.41
	7967-12	0.41
9	7969-1	0.51
	7969-2	0.51
	7969-3	0.51
	7969-4	0.51
	7969-5	0.51
	7969-6	0.51
	7969-7	0.51
	7969-8	0.51
	7969-9	0.51
	7969-10	0.51
	7969-11	0.51
	7969-12	0.51
10	7971-1	0.46
	7971-2	0.46
	7971-3	0.52
	7971-4	0.52
	7971-5	0.46
	7971-6	0.46
	7971-7	0.52
	7971-8	0.52
	7971-9	0.46
	7971-10	0.46
	7971-11	0.52
	7971-12	0.52
11	7973-1	0.58
	7973-2	0.58
	7973-3	0.41
	7973-4	0.41
	7973-5	0.58
	7973-6	0.58
	7973-7	0.41
	7973-8	0.41
	7973-9	0.58
	7973-10	0.58
	7973-11	0.41
	7973-12	0.41

5511 193

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest in Common Profits and Common Expenses and Percentage Interest in Common Elements</u>
12	7975-1	0.58
	7975-2	0.58
	7975-3	0.41
	7975-4	0.41
	7975-5	0.58
	7975-6	0.58
	7975-7	0.41
	7975-8	0.41
	7975-9	0.58
	7975-10	0.58
	7975-11	0.41
	7975-12	0.41
13	7977-1	0.68
	7977-2	0.68
	7977-3	0.53
	7977-4	0.53
	7977-5	0.68
	7977-6	0.68
	7977-7	0.53
	7977-8	0.53
	7977-9	0.68
	7977-10	0.68
	7977-11	0.53
	7977-12	0.53
14	7979-1	0.37
	7979-2	0.37
	7979-3	0.37
	7979-4	0.37
	7979-5	0.37
	7979-6	0.37
	7979-7	0.37
	7979-8	0.37
	7979-9	0.37
	7979-10	0.37
	7979-11	0.37
	7979-12	0.37
15	7985-1	0.46
	7985-2	0.58
	7985-3	0.52
	7985-4	0.41
	7985-5	0.46
	7985-6	0.58

5511 194

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest in Common Profits and Common Expenses and Percentage Interest in Common Elements</u>
15	7985-7	0.52
	7985-8	0.41
	7985-9	0.46
	7985-10	0.58
	7985-11	0.52
	7985-12	0.41
16	7983-1	0.62
	7983-2	0.62
	7983-3	0.35
	7983-4	0.35
	7983-5	0.62
	7983-6	0.62
	7983-7	0.35
	7983-8	0.35
	7983-9	0.62
	7983-10	0.62
	7983-11	0.35
	7983-12	0.35
17	7981-1	0.54
	7981-2	0.54
	7981-3	0.51
	7981-4	0.51
	7981-5	0.54
	7981-6	0.54
	7981-7	0.51
	7981-8	0.51
	7981-9	0.54
	7981-10	0.54
	7981-11	0.51
	7981-12	0.51



**Current Unaudited Financial Documents**  
**The Marylander Condominium**

Order: 36X0211VC  
Address: 7070 Riggs Rd Apt 10  
Order Date: 03-23-2022  
Document not for resale  
HomeWorks Docs



**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Balance Sheet**  
**2/28/2022**

**Assets**

Cash-Operating

1002 - United Bank - Operating \$26,929.27

Cash-Operating Total

\$26,929.27

Cash-Reserves

1003 - United Bank - Reserves \$146,339.53

Cash-Reserves Total

\$146,339.53

Other Assets

1200 - Accounts Receivable \$728,774.09

1210 - Allowance for Doubtful Accts (\$556,111.10)

1325 - Due From Operating \$36,453.11

1400 - Prepaid Insurance \$19,957.00

1500 - Accounts Receivable - Other \$202,165.90

Other Assets Total

\$431,239.00

*Assets Total*

\$604,507.80

**Liabilities and Equity**

Accounts Payable

2000 - Accounts Payable \$296,707.99

2005 - Accrued Payroll \$3,239.29

2035 - Prepaid Assessments \$28,742.86

Accounts Payable Total

\$328,690.14

Other Current Liabilities

2100 - Due to Reserve Fund \$36,453.11

2300 - Employee FICA (\$46.99)

2305 - Employee Taxes \$417.35

Other Current Liabilities Total

\$36,823.47

Equity-doesn't close

3000 - Reserves \$75,170.19

3010 - Contingency Reserves \$93,049.50

3015 - Reserve Contributions \$97,189.96

3016 - Budget Amendment Reserve \$97,045.07

3020 - Reserves Interest \$1,582.64

3030 - Reserve Expenses (\$221,685.59)

3040 - Reserve Bank Charges (\$5.00)

Equity-doesn't close Total

\$142,346.77

Retained Earnings

\$73,043.52

Net Income

\$23,603.90

*Liabilities & Equity Total*

\$604,507.80

Order: 36X52TLVC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWisdomDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**2/1/2022 - 2/28/2022**

	2/1/2022 - 2/28/2022			1/1/2022 - 2/28/2022			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Income</b>							
<u>Income</u>							
4000 - Assessment	\$105,278.24	\$105,278.51	(\$0.27)	\$210,556.48	\$210,557.02	(\$0.54)	\$1,263,342.12
4015 - Interest Income-Collections	\$0.00	\$0.00	\$0.00	\$1,870.58	\$0.00	\$1,870.58	\$0.00
4020 - Interest Income-Reserves	\$24.86	\$16.67	\$8.19	\$49.71	\$33.34	\$16.37	\$200.00
4040 - Return Item Fees	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00	\$35.00	\$0.00
4055 - Fines	\$4,200.00	\$0.00	\$4,200.00	\$8,400.00	\$0.00	\$8,400.00	\$0.00
4060 - Parking Passes	\$50.00	\$0.00	\$50.00	\$50.00	\$0.00	\$50.00	\$0.00
4061 - Key Income	\$50.00	\$0.00	\$50.00	\$50.00	\$0.00	\$50.00	\$0.00
4063 - Laundry	\$3,529.43	\$3,000.00	\$529.43	\$6,597.93	\$6,000.00	\$597.93	\$36,000.00
<b>Total Income</b>	<b>\$113,132.53</b>	<b>\$108,295.18</b>	<b>\$4,837.35</b>	<b>\$227,609.70</b>	<b>\$216,590.36</b>	<b>\$11,019.34</b>	<b>\$1,299,542.12</b>
<b>Total Income</b>	<b>\$113,132.53</b>	<b>\$108,295.18</b>	<b>\$4,837.35</b>	<b>\$227,609.70</b>	<b>\$216,590.36</b>	<b>\$11,019.34</b>	<b>\$1,299,542.12</b>
<b>Expense</b>							
<u>Expenses</u>							
5005 - Audit/Tax Preparation	\$0.00	\$0.00	\$0.00	\$0.00	\$5,800.00	\$5,800.00	\$5,800.00
5015 - Management Services	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00	\$7,000.00	\$3,500.00	\$42,000.00
5020 - Postage	\$16.47	\$250.00	\$233.53	\$61.84	\$500.00	\$438.16	\$3,000.00
5030 - Printing & Copying	\$143.15	\$250.00	\$106.85	\$272.00	\$500.00	\$228.00	\$3,000.00
5040 - Office Supplies & Equip	\$79.62	\$166.67	\$87.05	\$102.67	\$333.34	\$230.67	\$2,000.00
5054 - Legal/Counsel	\$0.00	\$833.33	\$833.33	\$0.00	\$1,666.66	\$1,666.66	\$10,000.00
5055 - Legal/Collection	\$0.00	\$1,250.00	\$1,250.00	\$215.02	\$2,500.00	\$2,284.98	\$15,000.00
5070 - Bad Debt	\$0.00	\$166.67	\$166.67	\$0.00	\$333.34	\$333.34	\$2,000.00
5075 - Reserve Study	\$3,800.00	\$0.00	(\$3,800.00)	\$3,800.00	\$0.00	(\$3,800.00)	\$0.00
5080 - Pest Control	\$360.00	\$416.67	\$56.67	\$720.00	\$833.34	\$113.34	\$5,000.00
5095 - Miscellaneous Admin	\$35.83	\$1,083.33	\$1,047.50	\$370.16	\$2,166.66	\$1,796.50	\$13,000.00
5205 - Insurance	\$11,038.80	\$10,000.00	(\$1,038.80)	\$23,837.60	\$20,000.00	(\$3,837.60)	\$120,000.00
5215 - Insurance Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
5305 - Onsite Management Payroll	\$9,295.40	\$9,583.33	\$287.93	\$18,444.16	\$19,166.66	\$722.50	\$115,000.00
5310 - Bonuses - Payroll	\$0.00	\$83.33	\$83.33	\$0.00	\$166.66	\$166.66	\$1,000.00
5315 - Payroll Taxes	\$963.03	\$860.53	(\$102.50)	\$1,919.06	\$1,721.06	(\$198.00)	\$10,326.33
5320 - Payroll Fee	\$276.46	\$291.67	\$15.21	\$685.67	\$583.34	(\$102.33)	\$3,500.00
5325 - Gas - Fuel	\$375.17	\$250.00	(\$125.17)	\$375.17	\$500.00	\$124.83	\$3,000.00
5535 - Sprinkler System Inspection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
5550 - Door Repairs	\$815.00	\$416.67	(\$398.33)	\$815.00	\$833.34	\$18.34	\$5,000.00
5561 - Maintenance Supplies	\$2,055.12	\$1,250.00	(\$805.12)	\$2,055.12	\$2,500.00	\$444.88	\$15,000.00
5590 - General Maint & Repairs	\$5,246.10	\$6,666.67	\$1,420.57	\$8,126.10	\$13,333.34	\$5,207.24	\$80,000.00
5620 - Landscaping Replace/Repair	\$0.00	\$375.00	\$375.00	\$0.00	\$750.00	\$750.00	\$4,500.00
5635 - Snow Removal	\$180.00	\$1,250.00	\$1,070.00	\$180.00	\$2,500.00	\$2,320.00	\$5,000.00
5645 - Plumbing Repairs-Common	\$3,001.08	\$2,500.00	(\$501.08)	\$3,001.08	\$5,000.00	\$1,998.92	\$30,000.00
5660 - HVAC Repairs	\$2,163.50	\$4,166.67	\$2,003.17	\$2,566.50	\$8,333.34	\$5,766.84	\$50,000.00
5665 - Roof Repairs	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$5,000.00	\$5,000.00	\$30,000.00
5690 - Trash Removal	\$4,467.09	\$3,500.00	(\$967.09)	\$7,229.56	\$7,000.00	(\$229.56)	\$42,000.00
5705 - Electricity-St Lgts/Sprinklers	\$9,000.00	\$17,083.33	\$8,083.33	\$29,115.05	\$34,166.66	\$5,051.61	\$205,000.00
5710 - Telephone/Sprinkler System	\$285.99	\$222.15	(\$63.84)	\$442.83	\$444.30	\$1.47	\$2,665.79
5715 - Water and Sewer	\$2,127.82	\$19,833.33	\$17,705.51	\$43,792.52	\$39,666.66	(\$4,125.86)	\$238,000.00
5730 - Gas-Hallway	\$29,165.14	\$10,000.00	(\$19,165.14)	\$52,328.98	\$20,000.00	(\$32,328.98)	\$120,000.00
5905 - Fed/State Taxes	\$0.00	\$125.00	\$125.00	\$0.00	\$250.00	\$250.00	\$1,500.00

Address: 7070 Ridge Rd / Apt 10  
 Order Date: 02-20-2022  
 Document not for resale  
 Item: Web Doc

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**2/1/2022 - 2/28/2022**

	2/1/2022 - 2/28/2022			1/1/2022 - 2/28/2022			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
5915 - Personal Property Tax	\$0.00	\$41.67	\$41.67	\$0.00	\$83.34	\$83.34	\$500.00
5920 - County Tax	\$0.00	\$41.67	\$41.67	\$0.00	\$83.34	\$83.34	\$500.00
9005 - Reserve Contribution	\$0.00	\$7,416.67	\$7,416.67	\$0.00	\$14,833.34	\$14,833.34	\$89,000.00
9500 - Reserves Interest	\$24.86	\$20.83	(\$4.03)	\$49.71	\$41.66	(\$8.05)	\$250.00
<b>Total Expenses</b>	<b>\$84,915.63</b>	<b>\$106,395.19</b>	<b>\$21,479.56</b>	<b>\$204,005.80</b>	<b>\$218,590.38</b>	<b>\$14,584.58</b>	<b>\$1,299,542.12</b>
<b>Total Expense</b>	<b>\$84,915.63</b>	<b>\$106,395.19</b>	<b>\$21,479.56</b>	<b>\$204,005.80</b>	<b>\$218,590.38</b>	<b>\$14,584.58</b>	<b>\$1,299,542.12</b>
Operating Net Income	\$28,216.90	\$1,899.99	\$26,316.91	\$23,603.90	(\$2,000.02)	\$25,603.92	\$0.00
Net Income	\$28,216.90	\$1,899.99	\$26,316.91	\$23,603.90	(\$2,000.02)	\$25,603.92	\$0.00

Order: 36X52TLVC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWiselDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Balance Sheet**  
**12/31/2021**

**Assets**

Cash-Operating

1002 - United Bank - Operating	<u>\$14,720.51</u>	
<u>Cash-Operating Total</u>		\$14,720.51

Cash-Reserves

1003 - United Bank - Reserves	<u>\$146,289.82</u>	
<u>Cash-Reserves Total</u>		\$146,289.82

Other Assets

1200 - Accounts Receivable	\$724,471.11	
1210 - Allowance for Doubtful Accts	(\$556,111.10)	
1325 - Due From Operating	\$36,453.11	
1400 - Prepaid Insurance	\$19,957.00	
1500 - Accounts Receivable - Other	<u>\$202,165.90</u>	
<u>Other Assets Total</u>		<u>\$426,936.02</u>

*Assets Total*

\$587,946.35

**Liabilities and Equity**

Accounts Payable

2000 - Accounts Payable	\$269,362.75	
2005 - Accrued Payroll	\$3,239.29	
2035 - Prepaid Assessments	<u>\$23,384.18</u>	
<u>Accounts Payable Total</u>		\$295,986.22

Other Current Liabilities

2100 - Due to Reserve Fund	\$36,453.11	
2300 - Employee FICA	(\$46.99)	
2305 - Employee Taxes	\$417.35	
<u>Other Current Liabilities Total</u>		\$36,823.47

Equity-doesn't close

3000 - Reserves	\$75,170.19	
3010 - Contingency Reserves	\$93,049.50	
3015 - Reserve Contributions	\$97,189.96	
3016 - Budget Amendment Reserve	\$97,045.07	
3020 - Reserves Interest	\$1,532.93	
3030 - Reserve Expenses	(\$221,685.59)	
3040 - Reserve Bank Charges	<u>(\$5.00)</u>	
<u>Equity-doesn't close Total</u>		\$142,297.06

Retained Earnings

\$175,733.33

Net Income

(\$62,893.73)

*Liabilities & Equity Total*

\$587,946.35

Order: 36X(52)11/MC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 07-29-2022  
Document not for resale  
HomeWiseTools

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**12/1/2021 - 12/31/2021**

	12/1/2021 - 12/31/2021			1/1/2021 - 12/31/2021			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Income</b>							
<u>Income</u>							
4000 - Assessment	\$105,278.24	\$105,278.51	(\$0.27)	\$1,263,338.88	\$1,263,342.12	(\$3.24)	\$1,263,342.12
4005 - Late Fee	\$330.00	\$0.00	\$330.00	(\$2,087.04)	\$0.00	(\$2,087.04)	\$0.00
4015 - Interest Income-Collections	\$1,998.09	\$0.00	\$1,998.09	\$25,760.46	\$0.00	\$25,760.46	\$0.00
4020 - Interest Income-Reserves	\$23.24	\$20.87	\$2.37	\$303.47	\$250.00	\$53.47	\$250.00
4035 - Legal Fees/Collections	\$0.00	\$0.00	\$0.00	\$47,395.53	\$0.00	\$47,395.53	\$0.00
4040 - Return Item Fees	\$0.00	\$0.00	\$0.00	\$245.00	\$0.00	\$245.00	\$0.00
4055 - Fines	\$4,200.00	\$0.00	\$4,200.00	\$59,000.00	\$0.00	\$59,000.00	\$0.00
4060 - Parking Passes	\$0.00	\$0.00	\$0.00	\$700.00	\$0.00	\$700.00	\$0.00
4061 - Key Income	\$250.00	\$0.00	\$250.00	\$2,400.00	\$0.00	\$2,400.00	\$0.00
4063 - Laundry	\$4,746.71	\$3,000.00	\$1,746.71	\$52,476.17	\$36,000.00	\$16,476.17	\$36,000.00
4065 - Reserves Transfer	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	\$0.00
<b>Total Income</b>	<b>\$116,826.28</b>	<b>\$108,299.38</b>	<b>\$8,526.90</b>	<b>\$1,469,532.47</b>	<b>\$1,299,592.12</b>	<b>\$169,940.35</b>	<b>\$1,299,592.12</b>
<b>Total Income</b>							
<b>\$116,826.28 \$108,299.38 \$8,526.90 \$1,469,532.47 \$1,299,592.12 \$169,940.35 \$1,299,592.12</b>							
<b>Expense</b>							
<u>Expenses</u>							
5005 - Audit/Tax Preparation	\$0.00	\$0.00	\$0.00	\$1,500.00	\$5,800.00	\$4,300.00	\$5,800.00
5015 - Management Services	\$3,500.00	\$3,500.00	\$0.00	\$42,000.00	\$42,000.00	\$0.00	\$42,000.00
5020 - Postage	\$420.30	\$250.00	(\$170.30)	\$884.18	\$3,000.00	\$2,115.82	\$3,000.00
5030 - Printing & Copying	\$1,215.35	\$250.00	(\$965.35)	\$2,287.15	\$3,000.00	\$712.85	\$3,000.00
5040 - Office Supplies & Equip	\$836.44	\$166.63	(\$669.81)	\$3,769.43	\$2,000.00	(\$1,769.43)	\$2,000.00
5054 - Legal/Counsel	\$0.00	\$833.37	\$833.37	(\$3,377.23)	\$10,000.00	\$13,377.23	\$10,000.00
5055 - Legal/Collection	\$408.00	\$1,250.00	\$842.00	\$17,413.36	\$15,000.00	(\$2,413.36)	\$15,000.00
5067 - US Trustee Fee	\$0.00	\$1,250.00	\$1,250.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
5070 - Bad Debt	\$0.00	\$186.88	\$186.88	\$77,068.60	\$2,242.12	(\$74,826.48)	\$2,242.12
5080 - Pest Control	\$360.00	\$416.63	\$56.63	\$4,320.00	\$5,000.00	\$680.00	\$5,000.00
5095 - Miscellaneous Admin	\$648.34	\$1,083.37	\$435.03	\$13,940.40	\$13,000.00	(\$940.40)	\$13,000.00
5205 - Insurance	\$336.40	\$10,000.00	\$9,663.60	\$106,395.13	\$120,000.00	\$13,604.87	\$120,000.00
5215 - Insurance Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00
5305 - Onsite Management Payroll	\$9,203.71	\$9,583.37	\$379.66	\$121,492.63	\$115,000.00	(\$6,492.63)	\$115,000.00
5310 - Bonuses - Payroll	\$0.00	\$83.37	\$83.37	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00
5315 - Payroll Taxes	\$704.07	\$875.00	\$170.93	\$9,526.95	\$10,500.00	\$973.05	\$10,500.00
5320 - Payroll Fee	\$356.46	\$233.37	(\$123.09)	\$4,229.14	\$2,800.00	(\$1,429.14)	\$2,800.00
5325 - Gas - Fuel	\$267.85	\$250.00	(\$17.85)	\$3,362.37	\$3,000.00	(\$362.37)	\$3,000.00
5535 - Sprinkler System Inspection	\$0.00	\$0.00	\$0.00	\$2,528.36	\$2,000.00	(\$528.36)	\$2,000.00
5550 - Door Repairs	\$2,375.00	\$416.63	(\$1,958.37)	\$9,847.82	\$5,000.00	(\$4,847.82)	\$5,000.00
5561 - Maintenance Supplies	\$1,462.87	\$1,250.00	(\$212.87)	\$17,170.81	\$15,000.00	(\$2,170.81)	\$15,000.00
5590 - General Maint & Repairs	\$5,684.53	\$6,666.63	\$982.10	\$48,829.53	\$80,000.00	\$31,170.47	\$80,000.00
5620 - Landscaping Replace/Repair	\$0.00	\$375.00	\$375.00	\$2,350.00	\$4,500.00	\$2,150.00	\$4,500.00
5635 - Snow Removal	\$3,902.50	\$1,250.00	(\$2,652.50)	\$4,442.50	\$5,000.00	\$557.50	\$5,000.00
5645 - Plumbing Repairs-Common	\$6,036.89	\$2,500.00	(\$3,536.89)	\$71,351.92	\$30,000.00	(\$41,351.92)	\$30,000.00
5660 - HVAC Repairs	\$4,277.50	\$4,166.63	(\$110.87)	\$40,821.54	\$50,000.00	\$9,178.46	\$50,000.00
5665 - Roof Repairs	\$7,315.00	\$2,500.00	(\$4,815.00)	\$58,365.00	\$30,000.00	(\$28,365.00)	\$30,000.00
5690 - Trash Removal	\$3,943.82	\$3,500.00	(\$443.82)	\$43,480.44	\$42,000.00	(\$1,480.44)	\$42,000.00
5705 - Electricity-St Lgts/Sprinklers	\$48,443.99	\$17,083.37	(\$31,360.62)	\$296,131.30	\$205,000.00	(\$91,131.30)	\$205,000.00
5710 - Telephone/Sprinkler System	\$284.45	\$166.63	(\$117.82)	\$3,660.82	\$2,000.00	(\$1,660.82)	\$2,000.00

Address: 7379 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWiseDocs



**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**12/1/2021 - 12/31/2021**

	12/1/2021 - 12/31/2021			1/1/2021 - 12/31/2021			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
5715 - Water and Sewer	\$70,473.09	\$19,833.37	(\$50,639.72)	\$359,830.23	\$238,000.00	(\$121,830.23)	\$238,000.00
5730 - Gas-Hallway	\$18,144.35	\$10,000.00	(\$8,144.35)	\$164,444.18	\$120,000.00	(\$44,444.18)	\$120,000.00
5905 - Fed/State Taxes	\$0.00	\$125.00	\$125.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00
5915 - Personal Property Tax	\$0.00	\$41.63	\$41.63	\$0.00	\$500.00	\$500.00	\$500.00
5920 - County Tax	\$0.00	\$41.63	\$41.63	\$0.00	\$500.00	\$500.00	\$500.00
9005 - Reserve Contribution	\$0.00	\$6,250.00	\$6,250.00	\$0.00	\$75,000.00	\$75,000.00	\$75,000.00
9015 - Contingency	\$0.00	\$0.00	\$0.00	\$4,056.17	\$0.00	(\$4,056.17)	\$0.00
9500 - Reserves Interest	\$23.24	\$20.87	(\$2.37)	\$303.47	\$250.00	(\$53.47)	\$250.00
<b>Total Expenses</b>	<b>\$190,624.15</b>	<b>\$106,399.38</b>	<b>(\$84,224.77)</b>	<b>\$1,532,426.20</b>	<b>\$1,299,592.12</b>	<b>(\$232,834.08)</b>	<b>\$1,299,592.12</b>
<b>Total Expense</b>	<b>\$190,624.15</b>	<b>\$106,399.38</b>	<b>(\$84,224.77)</b>	<b>\$1,532,426.20</b>	<b>\$1,299,592.12</b>	<b>(\$232,834.08)</b>	<b>\$1,299,592.12</b>
Operating Net Income	(\$73,797.87)	\$1,900.00	(\$75,697.87)	(\$62,893.73)	\$0.00	(\$62,893.73)	\$0.00
Net Income	(\$73,797.87)	\$1,900.00	(\$75,697.87)	(\$62,893.73)	\$0.00	(\$62,893.73)	\$0.00

Order: 30X02TLVC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-23-2022  
Document not for resale  
HandWired Docs

**Design Document/Architectural Guidelines**  
**The Marylander Condominium**

Order: 30K5/TLVC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-20-2022  
Document not for resale  
Home/Wisefl Docs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Balance Sheet**  
**7/31/2021**

**Assets**

Cash-Operating

1002 - Essex - Operating \$81,938.24

Cash-Operating Total

\$81,938.24

Cash-Reserves

1003 - Essex - Reserves \$166,162.71

Cash-Reserves Total

\$166,162.71

Other Assets

1200 - Accounts Receivable \$776,575.53

1210 - Allowance for Doubtful Accts (\$556,111.10)

1325 - Due From Operating \$36,453.11

1400 - Prepaid Insurance \$19,957.00

1500 - Accounts Receivable - Other \$202,165.90

Other Assets Total

\$479,040.44

*Assets Total*

\$727,141.39

**Liabilities and Equity**

Accounts Payable

2000 - Accounts Payable \$306,304.24

2005 - Accrued Payroll \$3,239.29

2035 - Prepaid Assessments \$41,702.04

Accounts Payable Total

\$351,245.57

Other Current Liabilities

2100 - Due to Reserve Fund \$36,453.11

2300 - Employee FICA (\$46.99)

2305 - Employee Taxes \$417.35

Other Current Liabilities Total

\$36,823.47

Equity-doesn't close

3000 - Reserves \$75,170.19

3010 - Contingency Reserves \$93,049.50

3015 - Reserve Contributions \$97,189.96

3016 - Budget Amendment Reserve \$97,045.07

3020 - Reserves Interest \$1,405.82

3030 - Reserve Expenses (\$201,685.59)

3040 - Reserve Bank Charges (\$5.00)

Equity-doesn't close Total

\$162,169.95

Retained Earnings

\$177,329.42

Net Income

(\$427.02)

*Liabilities & Equity Total*

\$727,141.39

Order: 36X52TLVC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWiseDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**7/1/2021 - 7/31/2021**

	7/1/2021 - 7/31/2021			1/1/2021 - 7/31/2021			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Income</b>							
<u>Income</u>							
4000 - Assessment	\$105,278.24	\$105,278.51	(\$0.27)	\$736,947.68	\$736,949.57	(\$1.89)	\$1,263,342.12
4005 - Late Fee	\$156.83	\$0.00	\$156.83	(\$1,186.28)	\$0.00	(\$1,186.28)	\$0.00
4015 - Interest Income-Collections	\$1,856.85	\$0.00	\$1,856.85	\$16,838.83	\$0.00	\$16,838.83	\$0.00
4020 - Interest Income-Reserves	\$26.40	\$20.83	\$5.57	\$176.36	\$145.81	\$30.55	\$250.00
4035 - Legal Fees/Collections	\$50.00	\$0.00	\$50.00	\$13,924.83	\$0.00	\$13,924.83	\$0.00
4040 - Return Item Fees	\$35.00	\$0.00	\$35.00	\$105.00	\$0.00	\$105.00	\$0.00
4055 - Fines	\$5,000.00	\$0.00	\$5,000.00	\$35,800.00	\$0.00	\$35,800.00	\$0.00
4060 - Parking Passes	\$100.00	\$0.00	\$100.00	\$450.00	\$0.00	\$450.00	\$0.00
4061 - Key Income	\$200.00	\$0.00	\$200.00	\$1,450.00	\$0.00	\$1,450.00	\$0.00
4063 - Laundry	\$4,296.55	\$3,000.00	\$1,296.55	\$28,762.43	\$21,000.00	\$7,762.43	\$36,000.00
<b>Total Income</b>	<b>\$116,999.87</b>	<b>\$108,299.34</b>	<b>\$8,700.53</b>	<b>\$833,268.85</b>	<b>\$758,095.38</b>	<b>\$75,173.47</b>	<b>\$1,299,592.12</b>
<b>Total Income</b>	<b>\$116,999.87</b>	<b>\$108,299.34</b>	<b>\$8,700.53</b>	<b>\$833,268.85</b>	<b>\$758,095.38</b>	<b>\$75,173.47</b>	<b>\$1,299,592.12</b>
<b>Expense</b>							
<u>Expenses</u>							
5005 - Audit/Tax Preparation	\$0.00	\$0.00	\$0.00	\$1,500.00	\$5,800.00	\$4,300.00	\$5,800.00
5015 - Management Services	\$0.00	\$3,500.00	\$3,500.00	\$21,000.00	\$24,500.00	\$3,500.00	\$42,000.00
5020 - Postage	\$49.39	\$250.00	\$200.61	\$178.44	\$1,750.00	\$1,571.56	\$3,000.00
5030 - Printing & Copying	\$180.20	\$250.00	\$69.80	\$694.45	\$1,750.00	\$1,055.55	\$3,000.00
5040 - Office Supplies & Equip	\$91.80	\$166.67	\$74.87	\$1,838.80	\$1,166.69	(\$672.11)	\$2,000.00
5054 - Legal/Counsel	\$0.00	\$833.33	\$833.33	\$0.00	\$5,833.31	\$5,833.31	\$10,000.00
5055 - Legal/Collection	\$50.00	\$1,250.00	\$1,200.00	\$14,271.53	\$8,750.00	(\$5,521.53)	\$15,000.00
5067 - US Trustee Fee	\$0.00	\$1,250.00	\$1,250.00	\$0.00	\$8,750.00	\$8,750.00	\$15,000.00
5070 - Bad Debt	\$0.00	\$186.84	\$186.84	\$41,127.78	\$1,307.88	(\$39,819.90)	\$2,242.12
5080 - Pest Control	\$360.00	\$416.67	\$56.67	\$2,520.00	\$2,916.69	\$396.69	\$5,000.00
5095 - Miscellaneous Admin	\$546.84	\$1,083.33	\$536.49	\$3,164.10	\$7,583.31	\$4,419.21	\$13,000.00
5205 - Insurance	\$7,748.11	\$10,000.00	\$2,251.89	\$61,527.71	\$70,000.00	\$8,472.29	\$120,000.00
5215 - Insurance Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
5305 - Onsite Management Payroll	\$9,224.50	\$9,583.33	\$358.83	\$69,765.47	\$67,083.31	(\$2,682.16)	\$115,000.00
5310 - Bonuses - Payroll	\$0.00	\$83.33	\$83.33	\$0.00	\$583.31	\$583.31	\$1,000.00
5315 - Payroll Taxes	\$705.67	\$875.00	\$169.33	\$5,569.82	\$6,125.00	\$555.18	\$10,500.00
5320 - Payroll Fee	\$309.70	\$233.33	(\$76.37)	\$2,583.76	\$1,633.31	(\$950.45)	\$2,800.00
5325 - Gas - Fuel	\$260.17	\$250.00	(\$10.17)	\$1,840.77	\$1,750.00	(\$90.77)	\$3,000.00
5535 - Sprinkler System Inspection	\$0.00	\$0.00	\$0.00	\$665.00	\$2,000.00	\$1,335.00	\$2,000.00
5550 - Door Repairs	\$630.50	\$416.67	(\$213.83)	\$3,234.50	\$2,916.69	(\$317.81)	\$5,000.00
5561 - Maintenance Supplies	\$1,793.75	\$1,250.00	(\$543.75)	\$8,970.58	\$8,750.00	(\$220.58)	\$15,000.00
5590 - General Maint & Repairs	\$2,480.00	\$6,666.67	\$4,186.67	\$25,121.97	\$46,666.69	\$21,544.72	\$80,000.00
5620 - Landscaping Replace/Repair	\$0.00	\$375.00	\$375.00	\$0.00	\$2,625.00	\$2,625.00	\$4,500.00
5635 - Snow Removal	\$0.00	\$0.00	\$0.00	\$540.00	\$2,500.00	\$1,960.00	\$5,000.00
5645 - Plumbing Repairs-Common	\$17,075.70	\$2,500.00	(\$14,575.70)	\$40,643.75	\$17,500.00	(\$23,143.75)	\$30,000.00
5660 - HVAC Repairs	\$1,378.50	\$4,166.67	\$2,788.17	\$29,670.17	\$29,166.69	(\$503.48)	\$50,000.00
5665 - Roof Repairs	\$915.00	\$2,500.00	\$1,585.00	\$44,325.00	\$17,500.00	(\$26,825.00)	\$30,000.00
5690 - Trash Removal	\$3,000.92	\$3,500.00	\$499.08	\$25,094.89	\$24,500.00	(\$594.89)	\$42,000.00
5705 - Electricity-St Lgts/Sprinklers	\$14,700.55	\$17,083.33	\$2,382.78	\$157,198.98	\$119,583.31	(\$37,615.67)	\$205,000.00
5710 - Telephone/Sprinkler System	\$317.17	\$166.67	(\$150.50)	\$2,172.60	\$1,166.69	(\$1,005.91)	\$2,000.00
5715 - Water and Sewer	\$31,566.28	\$19,833.33	(\$11,732.95)	\$165,341.28	\$138,833.31	(\$26,507.97)	\$238,000.00

Order No: 02-231-2021  
 Address: 1770 Ridge Road, Annapolis, MD 21401  
 Order Date: 02-23-2021  
 Document not for resale  
 HomeWireDocs

**Bedford Towne Condominium (T/A The Marylander Condominium)**  
**Budget Comparison Report**  
**7/1/2021 - 7/31/2021**

	7/1/2021 - 7/31/2021			1/1/2021 - 7/31/2021			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
5730 - Gas-Hallway	\$1,619.12	\$10,000.00	\$8,380.88	\$98,901.99	\$70,000.00	(\$28,901.99)	\$120,000.00
5905 - Fed/State Taxes	\$0.00	\$125.00	\$125.00	\$0.00	\$875.00	\$875.00	\$1,500.00
5915 - Personal Property Tax	\$0.00	\$41.67	\$41.67	\$0.00	\$291.69	\$291.69	\$500.00
5920 - County Tax	\$0.00	\$41.67	\$41.67	\$0.00	\$291.69	\$291.69	\$500.00
9005 - Reserve Contribution	\$0.00	\$6,250.00	\$6,250.00	\$0.00	\$43,750.00	\$43,750.00	\$75,000.00
9015 - Contingency	\$0.00	\$0.00	\$0.00	\$4,056.17	\$0.00	(\$4,056.17)	\$0.00
9500 - Reserves Interest	\$26.40	\$20.83	(\$5.57)	\$176.36	\$145.81	(\$30.55)	\$250.00
<b>Total Expenses</b>	<b>\$95,030.27</b>	<b>\$105,149.34</b>	<b>\$10,119.07</b>	<b>\$833,695.87</b>	<b>\$746,345.38</b>	<b>(\$87,350.49)</b>	<b>\$1,299,592.12</b>
<b>Total Expense</b>	<b>\$95,030.27</b>	<b>\$105,149.34</b>	<b>\$10,119.07</b>	<b>\$833,695.87</b>	<b>\$746,345.38</b>	<b>(\$87,350.49)</b>	<b>\$1,299,592.12</b>
Operating Net Income	\$21,969.60	\$3,150.00	\$18,819.60	(\$427.02)	\$11,750.00	(\$12,177.02)	\$0.00
Net Income	\$21,969.60	\$3,150.00	\$18,819.60	(\$427.02)	\$11,750.00	(\$12,177.02)	\$0.00

Order: 36X52TLVC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWiseDocs



**Insurance Dec Page**  
**The Marylander Condominium**

Order: 36X35711 MC  
Address: 7070 Pliggs Rd Apt 10  
Order Date: 02-25-2022  
Document not for resale  
HomeWise Docs



BEDFTOW-03

JER3

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Associated Insurance Management, LLC 3140 West Ward Rd Suite 105 Dunkirk, MD 20754	<b>CONTACT NAME:</b> www.aimcommercial.com/coi		
	<b>PHONE (A/C, No, Ext):</b> (301) 812-1200	<b>FAX (A/C, No):</b> (877) 733-1203	
<b>E-MAIL ADDRESS:</b> condocerts@aimcommercial.com			
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Bedford Towne Condominium c/o Quiza Management, LLC 4550 Forbes Boulevard, Suite 120 Lanham, MD 20706	<b>INSURER A:</b> Westminster American Insurance Company		<b>16098</b>
	<b>INSURER B:</b> Travelers Casualty Ins. Co of America		<b>19046</b>
	<b>INSURER C:</b> Travelers Indemnity Co. of America		<b>25666</b>
	<b>INSURER D:</b> Travelers Casualty & Surety Co. of America		<b>31194</b>
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BOP0003701	12/4/2021	12/4/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA9M0973632142	12/4/2021	12/4/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	IHUB7J28148620	12/4/2021	12/4/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Fidelity Bond		105519993	12/4/2020	12/4/2023	Deductible: \$2,500	400,000
A	Building		BOP0003701	12/4/2021	12/4/2022	Deductible: \$25,000	34,491,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Hyattsville, MD 20783

Building Replacement Cost, Special Causes of Loss. The Certificate Holder is first mortgagee ATIMA.

Number of units in association: 200

Additional Property Coverages  
SEE ATTACHED ACORD 101

### CERTIFICATE HOLDER

### CANCELLATION

For Informational Purposes  
Please forward requests to:  
FAX: 877-733-1203  
EMAL: condocerts@aimcommercial.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Order: 3675271VC  
Address: 7199 4th St Rd Apt 10  
Order Date: 12/26/2022  
AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Associated Insurance Management, LLC</b>		NAMED INSURED Bedford Towne Condominium c/o Quiza Management, LLC 4550 Forbes Boulevard, Suite 120 Lanham, MD 20706 Montgomery	
POLICY NUMBER <b>SEE PAGE 1</b>		NAIC CODE <b>SEE P 1</b>	
CARRIER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
 Carrier: Westminster American Insurance Company  
 Effective: 12/4/2021 to 12/4/2022  
 Policy#: BOP0003701  
 Equipment Breakdown: Included  
 Ordinance or Law Coverage  
 Undamaged Portion of the Building: Included  
 Demolition Limit: \$1,801,000  
 Increased Cost of Construction: \$1,801,000

The fidelity bond coverage includes the property management company.

The master policy provides coverage for improvements within the units as originally conveyed by the developer (original specifications). Improvements subsequently installed by unit owners at their own expense are not covered. 100% replacement cost subject to the scheduled limit. Subject to terms and conditions of the policy. Severability of interest applies.

Order: 30XBSCTEMV  
 Address: 7070 Riggs Rd Apt 10  
 Order Date: 01-20-21

**Litigation**  
**The Marylander Condominium**

Order: 30252TUMC  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-23-2022  
Document not for resale  
HomeWise Docs

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

In re:	)	
	)	
BEDFORD TOWN CONDOMINIUM	)	Case No. 10-15831
	)	(Chapter 11)
	)	
Debtor	)	
	)	

**CHAPTER 11 AMENDED PLAN OF REORGANIZATION**  
**FILED BY BEDFORD TOWN CONDOMINIUM**  
**(JULY 25, 2013)**

BEDFORD TOWN CONDOMINIUM (the "Debtor"), debtor and debtor in possession herein (the "Debtor"), by undersigned counsel, John D. Burns, Esquire and The Burns LawFirm, LLC hereby proposes and presents this Plan of Reorganization as amended (the "Plan"), pursuant to the provisions of Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq, and, upon entry of an Order of Confirmation, agrees to be bound hereby:

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Plan, unless the context otherwise requires, the following terms shall have the respective meanings hereinafter set forth:

1.1. "Administrative Convenience Claim" shall mean any Unsecured Claim separately classified pursuant to § 1122(b) of the Bankruptcy Code which is \$3,000.00 or less in Face Amount, or any Unsecured Claim which is voluntarily reduced by the Claim holder to \$3,000.00 or less in Face Amount.

1.2. "Administrative Expense Claim" shall mean any Claim arising or accruing on or after the Petition Date which is entitled to Priority Status pursuant to Sections 503(b) and 507(a)(2) of the Bankruptcy Code. Administrative Expense Claim includes Claims of persons,

Order: 36X52TLVG  
Address: 7979 Riggs Rd Apt 10  
Order Date: 02-28-2022  
Document not for resale  
HomeWiseDocs



such as attorneys, accountants and other professionals, retained and entitled to compensation and reimbursement in the Chapter 11 Case pursuant to §§ 327, 328, 330, 331 and 503(b) of the Bankruptcy Code, in addition to fees incurred to the United States Trustee pursuant to 28 U.S.C. § 1930.

1.3. "Allowed Amount" or "Allowed Claim" shall mean (a) the amount of a Claim for which a proof of Claim has been filed, or amended if necessary, with the Bankruptcy Court by the Bar Date, to which no objection has been interposed, and which is not a Disputed Claim under the Plan, (b) if no proof of Claim is timely filed, the amount of any Claim listed in the Schedules, including any timely amendments thereto, which is not listed as disputed, contingent or unliquidated as to amount, unless such is a Disputed Claim under the Plan, (c) if no proof of Claim is timely filed and the Debtor and holder of a Claim have agreed upon the amount of the Claim, the agreed upon amount of such Claim; and (d) if an objection to the allowance of any Claim has been filed, or if such Claim was designated a Disputed Claim under the Plan, the amount of such Claim allowed by Final Order of the Bankruptcy Court, or after withdrawal of any objection to Claim filed by the Debtor.

1.4. "Allowed Secured Claim" shall mean that portion of an Allowed Claim which is secured by a properly perfected, non-avoidable lien or security interest in property of the estate.

1.5. "Assigned Accounts Receivable" shall mean those pre-petition accounts receivables which have been assigned pursuant to Bankruptcy Court Order to Classes 1, 2 and 3 as collateral.

1.6. "Bankruptcy Code" shall mean the Bankruptcy Code of 2005, as amended from time to time, and codified at 11 U.S.C. §§ 101 et seq.

1.7. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Maryland, Greenbelt Division, or any other court having jurisdiction over the Debtor's Chapter 11 Case or any proceeding arising under or arising in or related to the Debtor's Chapter 11 Case.

1.8. "Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure currently in effect, as amended.

1.9. "Bar Date" shall mean the deadline established by the Bankruptcy Court pursuant to Bankruptcy Rule 3003(c)(3) as the date by which Claims which must be filed shall be filed, failing which such Claims may be disallowed for purposes of voting or distribution, or such date established by 3003-1 of the Local Rules; namely, 90 days following the first date set for the Section 341 meeting of creditors, or such other later date as the Bankruptcy Court may set for cause shown.

1.10. "Cash Distributions" shall mean the cash payable from Cash Flow to Classes of Allowed Claims other than Administrative Expense Claims entitled to payment under the terms of the Plan. Cash Distributions shall be made from Cash Flow to Classes of Allowed Claims in the order of their priority under the Code and as provided for in the Plan to receive such Cash Distributions.

1.11. "Cash Flow" shall mean all Revenues after payment of Administrative Expense Claims and fixed and variable current operating expenses of the Debtor. Accordingly,

Revenues will flow first to Administrative Expense Claims and fixed and variable operating expenses of the Debtor, and then Cash Flow net of the Administrative Expense Claims and fixed and variable operating expenses shall constitute Cash Distributions.

1.12. "Chapter 11 Case" shall mean the Chapter 11 case of the Debtor pending in the Bankruptcy Court, consisting of Bedford Town Condominium (Case No. 10-15831).

1.13. "Claim" shall mean:

- (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or
- (b) a right to an equitable remedy for breach of a performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.14. "Claims Distribution Fund" shall mean the Debtor in Possession account for Cash Distributions maintained by the Debtor and funded by all Cash Flow of the Debtor existing or realized after the Confirmation Date.

1.15. "Class" shall mean a Claim or Interest or a group of Claims or Interests consisting of those Claims or Interests which are substantially similar to each other, as classified under the Plan, or a Claim or Interest or a group of Claims classified by amount as may be reasonable and necessary as Administrative Convenience Claims, or a group of Claims or Interests which are otherwise required to be separately classified.

1.16. "Confirmation Date" shall mean when the Confirmation Order becomes a Final Order. This is anticipated to occur on or before August 30, 2013.

1.17. "Confirmation Order" shall mean the order of the Bankruptcy Court

confirming the Plan under § 1129 of the Bankruptcy Code.

1.18. "Creditor" shall mean any entity which holds a Claim against the Debtor.

1.19. "Debt" shall mean a liability on a Claim.

1.20. "Debtor" shall reference Bedford Town Condominium.

1.21. "Deficiency Claim" shall mean a Claim arising from any Outstanding Debt owed by the Debtor which exceeds any Allowed Secured Claim of any Secured Creditor, absent a timely election by such Secured Creditor under Section 1111(b)(2) of Title 11.

1.22. "Disallowed Amount" shall mean, with respect to any particular Disputed Claim, that amount which is equal to the difference, if any, between the Face Amount of such Disputed Claim and the Allowed Amount thereof.

1.23. "Disputed Claim" shall mean any Claim for which an Allowed Amount has not yet been determined and/or agreed, or a Claim as to which an Allowed Amount is disputed, or where the allowed status is disputed, such as the difference between a secured claim versus an unsecured claim.

1.24. "Disputed Claims Procedure" shall mean that procedure applicable to any Disputed Claim under the Plan or any Claim against which an objection may be filed, which procedure shall require the retention of Cash Distributions by the Debtor in the Claims Distributions Fund adequate in an amount necessary to satisfy such Disputed Claim or Disputed Claims to the extent of available Cash Distributions and the Pro Rata distribution accorded to such Disputed Claim if it were to become an Allowed Claim. Should the Disputed Claim become an Allowed Claim, then Allowed Amount of such Claim shall be treated in the Class of Claims as

to which the Allowed Claim at issue is substantially similar. Should the Disputed Claim have a Disallowed Amount, then that portion of the Face Amount of the Claim which is a Disallowed Amount shall receive no treatment under the Plan; however, the Cash Distributions which would have been paid to the Disallowed Amount shall then be paid Pro Rata to the Class of Allowed Claims within which the Disputed Claim is substantially similar.

1.25. "Effective Date" shall mean thirty (30) days following the Confirmation Date, or the next business day thereafter if such date would be a holiday or weekend. This is anticipated to occur on or before September 30, 2013.

1.26. "Equity Interest Holder" shall mean any person who holds an equity Interest in the Debtor as of the Petition Date.

1.27. "Face Amount" shall mean, with respect to a particular Claim:

- (a) if the holder of such Claim has not filed a proof of Claim with the Bankruptcy Court by the Bar Date, the amount if any, for which such Claim is listed in the Schedules as fixed, undisputed, noncontingent and liquidated; or
- (b) if the holder of such Claim has filed a proof of claim with the Bankruptcy Court by the Bar Date, the amount stated in such proof of Claim, unless such Claim is a Disputed Claim; or
- (c) with respect to an Administrative Expense Claim in the form of an application for allowance of compensation or reimbursement of expenses of Professional Persons filed and pending in the Bankruptcy Court, the net amount to which such professional would be entitled if its application were to be granted in full.

1.28. "Final Order" shall mean an order of a court from which the time for appeal and reconsideration under Bankruptcy Rules 8002 and 9023, and Fed. R. Civ. P. 59(e), has expired without the commencement of an appeal or request for reconsideration, or an order of a



court as to which an appeal or reconsideration has been taken, and where such order has been affirmed by appeal, or, in the case of reconsideration, such request for reconsideration has been denied, and no appeal from such denial of the request for reconsideration has been taken.

1.29. "Impaired" shall refer to any Class of Claims or Interests treated under the Plan in such a manner as described pursuant to § 1124 of the Bankruptcy Code.

1.30. "Insider(s)" shall refer to the current owners and/or principal officers of the Debtor; namely, the unit owners acting by and through its Board of Directors.

1.31. "Equity Interest" shall mean the ownership interest(s) held by an Insider prior to the Petition Date.

1.32. "Outstanding Debt" shall mean the Allowed Amount owed by the Debtor to any Secured Creditor or on any Unsecured Claim.

1.33. "Petition Date" shall mean March 19, 2010, the date the Debtor voluntarily commenced its Chapter 11 Case pursuant to the provisions of the Bankruptcy Code.

1.34. "Plan" shall mean this Plan of Reorganization, and any and all modifications or corrections hereof or amendments or supplements hereto.

1.35. "Post-Petition Utility Claims" shall mean those post-petition balances owed to the Utility Companies which shall be satisfied within eighteen (18) months from the Confirmation Order, or as otherwise agreed.

1.36. "Priority Status" shall mean the priority in distribution which is afforded to certain Claims against the Debtor pursuant to § 507(a) of the Bankruptcy Code.

1.37. "Professional Persons" shall mean persons retained or to be compensated

pursuant to §§ 327, 328, 330, 331 and 503(b) of the Bankruptcy Code.

1.38. "Pro-Rata" shall mean:

- (a) with respect to Allowed Claims, the same proportion that the Allowed Amount of a Claim of a Creditor in any Class of Claims bears to the aggregate of:
  - (i) the Allowed Amount of all Claims of that particular Class of Claims or other Classes of Claims if applicable; plus
  - (ii) the aggregate Face Amount of all Claims which are Disputed Claims as of the Confirmation Date of that particular Class of Claims or other Classes of Claims if applicable, as reduced from time to time as and to the extent that the Disallowed Amount of such Claims is determined, and
- (b) with respect to Disputed Claims, the same proportion that the Face Amount of a Disputed Claim of a creditor in any Class of Claims bears to the aggregate of:
  - (i) the Disputed Amount of all Claims of that particular Class of Claims or other Classes of Claims if applicable; plus
  - (ii) the aggregate Face Amount of all Claims which are Disputed Claims as of the Confirmation Date of that particular Class of claims or other Classes of Claims if applicable, as reduced from time to time as and to the extent that the Disallowed Amount of such Claims is determined.

1.39. "Reserves" shall mean the Cash Flow which remains with the Debtor each month following Cash Distributions to all Classes of Allowed Claims in accordance with the Plan, which Reserves shall be used by the Debtor for unanticipated, necessary and ordinary operating costs of the Debtor to ensure proper functioning of the business operations. The concept of Reserves is purposed at ensuring that the Debtor's business operation has a margin of safety cash to be expended by the Debtor should it need to satisfy unanticipated, necessary and ordinary operating expenses within the Debtor's good business judgment. It is expressly contemplated by this Plan that the Debtor shall tender Cash Distributions to Allowed Claims prior to establishing

Reserves to be retained by the Debtor in any given month under the Plan. In these months any surplus monies known as Reserves shall accrue in the debtor in possession account each month. However, should the Debtor experience an unanticipated, necessary and ordinary operating expense(s) in a particular month or months where there is not sufficient monies in the Reserves accrued, the Debtor may expend monies from Revenues for the unanticipated, necessary and ordinary operating expense(s) prior to satisfying Cash Distributions to Allowed Claims for that month or months. To the extent this expenditure of Revenues in advance of payment of Cash Distributions by the Debtor causes a shortage or diminution in the Cash Distribution to be received by any Class of Allowed Claims for that month or months, the Debtor shall have two (2) months from the occurrence of the shortage to become current with the Class of Allowed Claims on Cash Distributions before seeking a default is appropriate under this Plan. Should Reserves not be expended for unanticipated, necessary and ordinary operating expenses at the end any anniversary of the Confirmation Order, then such Reserves shall be paid to the Allowed Unsecured Claims as supplemental Cash Distributions subject only to the discretion of the Debtor's management as to the risks of operations that the Debtor faces at that point in time.

1.40. "Revenues" shall mean all income received by the Debtor after the Petition Date.

1.41. "Schedules" shall mean the schedules of assets and liabilities, and statement of financial affairs, as may be amended, filed by the Debtor with the Bankruptcy Court in the Chapter 11 Case. Such Schedules may be amended by the Debtor at any time.

1.42. "Secured Creditor" shall mean the holder an Outstanding Debt and an

Allowed Secured Claim.

1.43. “Special Assessment” shall mean that cash infusion being contributed by the Insiders on or before the Effective Date in the anticipated amount of \$34,982.49.

1.44. “U.S. Trustee” shall mean the Office of the United States Trustee in Greenbelt, Maryland.

1.45. “Unsecured Claim” shall mean a Claim which is not an Administrative Expense Claim, an Allowed Secured Claim, an Allowed Deficiency Claim, an Administrative Convenience Claim, or a Claim otherwise entitled to Priority Status, if any.

1.46. “Utility Claims” shall mean the pre-petition Claims of PEPCO, WSSC and Washington Gas for utility usage arising on and after the Petition Date, which shall be treated as Allowed Secured Claims to the extent there is no Disputed Amount.

**ARTICLE II**  
**DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS**

For purposes of the Plan, Claims and Interests are classified as follows:

2.1. “Class 1 Claim” shall consist of the Allowed Secured Claim of PEPCO in respect of the Assigned Accounts Receivable.

2.2. “Class 2 Claim” shall consist of the Allowed Secured Claim of WSSC in respect of the Assigned Accounts Receivable.

2.3. “Class 3 Claim” shall consist of the Allowed Secured Claim of Washington Gas Company in respect of the Assigned Accounts Receivable.

2.4. “Class 4 Claims” shall consist of the Allowed Unsecured Claims against the Debtor.

- 2.5. "Class 5 Claim" shall consist of any Disputed Claims against the Debtor.
- 2.6. "Class 6 Claims" is reserved. .
- 2.7. "Class 7 Interests" shall consist of the Equity Interests in the Debtor.
- 2.8. "Class 8 Claims" shall consist of all Administrative Convenience Claims against the Debtor.
- 2.9. The Debtor has not designated any Class of Claims under §§ 507(a)(2), or 507(a)(8) pursuant to § 1123(a)(1) of the Bankruptcy Code. The Plan contemplates that all Allowed Administrative Expense Claims shall be accorded treatment and payment as provided for by the Bankruptcy Code and as otherwise addressed by this Plan, or by prior court Order. Further, any Allowed Priority Claims shall be treated as required by the Bankruptcy Code and this Plan. Finally, any unpaid quarterly fees due and owing to the Office of the United States Trustee shall be satisfied in full on the Effective Date, and any prospective quarterly fees to the Office of the United States Trustee shall be paid as and when due.

**ARTICLE III**  
**TREATMENT OF CLASSES OF CLAIMS AND INTERESTS**

3.1. Class 1 Claim is Impaired (PEPCO). The PEPCO Class 1 Claim represents \$59,977.83. In full and complete satisfaction of the Class 1 Claim, the Debtor shall tender Cash Distributions from Cash Flow equivalent to the value of the collateral securing the Allowed Amount of the Class 1 Claim without interest over the Plan term of five (5) years in the projected amount of \$29,592.00 at \$5,918.40 per year.. This Cash Distribution shall be net of any charging liens of collections counsel for recovery of such Revenues (estimated at 30%) and is net of the 20% likely discount on Assigned Accounts Receivable. Subject to the use of any necessary

Revenues, Cash Distributions from Cash Flow shall be in the priority of payments required by Title 11 and as demonstrated in greater detail by the pro forma(s) which adjoin the Amended Disclosure Statement to the Plan to be dedicated to this Class of Claims. Accordingly, Class 1 Claim is not receiving all Cash Distributions from Cash Flow, but rather only those Cash Distributions which are more fully set forth in the pro forma(s) referenced above. To the extent the Debtor's use of Revenues to fund any unanticipated, necessary and ordinary operating expenses causes the Debtor to pay the Class 1 Claim in arrears of the projected return set forth in the pro forma(s) as discussed in the definition of Reserves above, the Debtor will need become current with the Cash Distributions contemplated within the pro forma(s) to the Class 1 Claim within two (2) months from the shortage, or a default shall be appropriate under the Plan.

Treatment of the Class 1 Claim as provided in this Plan shall entitle the Class 1 Claim to receive on account of its Allowed Secured Claim money or money's worth equivalent to the present value amount of its Allowed Secured Claim, of a value, as of the Confirmation Date, of at least the value of Class 1 Claimholder's interest in the collateral securing its Allowed Secured Claim, and for the realization by the Class 1 Claimholder of the indubitable equivalent of its Allowed Secured Claim. Should the Class 1 Claim as a Secured Creditor elect treatment under Section 1111(b)(2) of the Code, treatment shall be provided in accordance with the requirements thereof. Finally, treatment of the Class 1 Claim may be based upon Cash Distributions arrived at by agreement. Upon payment in full of the Class 1 Claim through and in accordance herewith, the lien of the Class 1 Claimholder against the collateral, or any other property of the Debtor, shall be released.



3.2. Class 2 Claim is Impaired (WSSC). The WSSC Class 2 Claim represents \$162,691.97. In full and complete satisfaction of the Class 2 Claim, the Debtor shall tender Cash Distributions from Cash Flow equivalent to the value of the collateral securing the Allowed Amount of the Class 2 Claim without interest over the Plan term of five (5) years in the projected amount of \$81,346.00 at \$16,269.20 per year.. This Cash Distribution shall be net of any charging liens of collections counsel for recovery of such Revenues (estimated at 30%) and is net of the 20% likely discount on Assigned Accounts Receivable. This Cash Distribution shall be net of any charging liens of collections counsel for recovery of such RevenuesSubject to the use of any necessary Revenues, Cash Distributions from Cash Flow shall be in the priority of payments required by Title 11 and as demonstrated in greater detail by the pro forma(s) which adjoin the Amended Disclosure Statement to the Plan to be dedicated to this Class of Claims. Accordingly, Class 2 Claim is not receiving all Cash Distributions from Cash Flow, but rather only those Cash Distributions which are more fully set forth in the pro forma(s) referenced above. To the extent the Debtor's use of Revenues to fund any unanticipated, necessary and ordinary operating expenses causes the Debtor to pay the Class 2 Claim in arrears of the projected return set forth in the pro forma(s) as discussed in the definition of Reserves above, the Debtor will need become current with the Cash Distributions contemplated within the pro forma(s) to the Class 2 Claim within two (2) months from the shortage, or a default shall be appropriate under the Plan.

Treatment of the Class 2 Claim as provided in this Plan shall entitle the Class 2 Claim to receive on account of its Allowed Secured Claim money or money's worth equivalent to the present value amount of its Allowed Secured Claim, of a value, as of the Confirmation Date,

of at least the value of Class 2 Claimholder's interest in the collateral securing its Allowed Secured Claim, and for the realization by the Class 2 Claimholder of the indubitable equivalent of its Allowed Secured Claim. Should the Class 2 Claim as a Secured Creditor elect treatment under Section 1111(b)(2) of the Code, treatment shall be provided in accordance with the requirements thereof. Finally, treatment of the Class 2 Claim may be based upon Cash Distributions arrived at by agreement. Upon payment in full of the Class 2 Claim through and in accordance herewith, the lien of the Class 2 Claimholder against the collateral, or any other property of the Debtor, shall be released.

3.3. Class 3 Claim is Impaired (*Washington Gas*). The Washington Gas Class 3 Claim represents \$235,478.19. In full and complete satisfaction of the Class 3 Claim, the Debtor shall tender Cash Distributions from Cash Flow equivalent to the value of the collateral securing the Allowed Amount of the Class 3 Claim without interest over the Plan term of five (5) years in the projected amount of \$117,739.10 at \$23,547.82 per year. This Cash Distribution shall be net of any charging liens of collections counsel for recovery of such Revenues (estimated at 30%) and is net of the 20% likely discount on Assigned Accounts Receivable. . Subject to the use of any necessary Revenues, Cash Distributions from Cash Flow shall be in the priority of payments required by Title 11 and as demonstrated in greater detail by the pro forma(s) which adjoin the Amended Disclosure Statement to the Plan to be dedicated to this Class of Claims. Accordingly, Class 3 Claim is not receiving all Cash Distributions from Cash Flow, but rather only those Cash Distributions which are more fully set forth in the pro forma(s) referenced above. To the extent the Debtor's use of Revenues to fund any unanticipated, necessary and ordinary operating

expenses causes the Debtor to pay the Class 3 Claim in arrears of the projected return set forth in the pro forma(s) as discussed in the definition of Reserves above, the Debtor will need become current with the Cash Distributions contemplated within the pro forma(s) to the Class 3 Claim within two (2) months from the shortage, or a default shall be appropriate under the Plan.

Treatment of the Class 3 Claim as provided in this Plan shall entitle the Class 3 Claim to receive on account of its Allowed Secured Claim money or money's worth equivalent to the present value amount of its Allowed Secured Claim, of a value, as of the Confirmation Date, of at least the value of Class 3 Claimholder's interest in the collateral securing its Allowed Secured Claim, and for the realization by the Class 3 Claimholder of the indubitable equivalent of its Allowed Secured Claim. Should the Class 3 Claim as a Secured Creditor elect treatment under Section 1111(b)(2) of the Code, treatment shall be provided in accordance with the requirements thereof. Finally, treatment of the Class 3 Claim may be based upon Cash Distributions arrived at by agreement. Upon payment in full of the Class 3 Claim through and in accordance herewith, the lien of the Class 3 Claimholder against the collateral, or any other property of the Debtor, shall be released.

3.4. Class 4 Claims Are Impaired (*Unsecured Claims*): In full and complete satisfaction, discharge and release of the Class 4 Claims, the Allowed Unsecured Claims shall receive Cash Distributions from Cash Flow commencing on the f the Effective Date from the Claims Distribution Fund, in Pro Rata distribution on their Allowed Amount. Subject to the use of any necessary Revenues, Cash Distributions from Cash Flow shall be in the anticipated amount of \$25,000.00 total at Cash Distributions of \$5,000.00 per year over the Plan term of five (5) years

and be in the priority of payments required by Title 11 and as demonstrated in greater detail by the pro forma(s) which adjoin the Amended Disclosure Statement to the Plan. This represents approximately ten (10%) of their Face Amount. Accordingly, Class 4 Claims are not receiving all Cash Distributions from Cash Flow, but rather only those Cash Distributions which are more fully set forth in the pro forma(s) referenced. To the extent the Debtor's use of Revenues to fund any unanticipated, necessary and ordinary operating expenses causes the Debtor to pay the Class 4 Claims in arrears of the projected return set forth in the pro forma(s) as discussed in the definition of Reserves above, the Debtor will need become current with the Cash Distributions contemplated within the pro forma(s) to the Class 4 Claims within two (2) months from the shortage, or a default shall be appropriate under the Plan..

3.5. Class 5 Claims are Impaired (*Disputed Claims*): The Class 5 Claims as Disputed Claims shall receive no treatment under this Plan except as follows. The purpose of this Class 5 is to categorize Claims which are Disputed Claims for the purposes of objection only so as to determine Allowed Amounts and Disallowed Amounts of such Claims. To the extent a Disputed Claim becomes an Allowed Claim, after objection, then such Allowed Claim shall be a part of the Class of Claims which it would be a part of due to substantial similarity but for the fact it was disputed, which is contemplated to be Class 4. To the extent a Disputed Claim is compromised or contains a Disallowed Amount in whole or in part after objection, then the Cash Distributions from the Claims Distribution Fund shall be released to such Claim only to the extent of its Allowed Amount contemplated to be through Class 4. Class 5 shall not be a Class that is entitled to vote given that it contains no Allowed Claims. However, to the extent any Class 5

Claim becomes in whole or in part an Allowed Claim, it shall be entitled to vote within the Class of Claims to which it is substantially similar, contemplated to be Class 4. To the extent the Debtor's use of Revenues to fund any unanticipated, necessary and ordinary operating expenses causes the Debtor to pay the Class 5 Claims in arrears of the projected return set forth in the pro forma(s) as discussed in the definition of Reserves above, the Debtor will need become current with the Cash Distributions contemplated within the pro forma(s) to the Class 5 Claims within two (2) months from the shortage, or a default shall be appropriate under the Plan..

3.6. Class 6 Claims Is Reserved. 3.7. The Class 7 Interests are Impaired (*Equity Interests*): The Equity Interests shall extinguish upon the Confirmation Date. No Equity Interest holder shall receive or retain any interest in property of the estates on account of any pre-petition interest. However, the Equity Interests who have contributed the Special Assessment towards the \$34,982.49 amount shall receive new interests in the reorganized Debtor in consideration of new value and money and money's worth contributed. Any Equity Interest that has failed to tender a contribution towards the Special Assessment shall be subject to such penalties as may be required by the By Laws of the Debtor, which shall need to comply with Maryland law.

3.8. The Class 8 Claims are Impaired (Administrative Convenience): In full and complete satisfaction, discharge and release of the Class 8 Claims the Administrative Convenience Claims shall receive Cash Distributions from Cash Flow commencing on the earlier of the Effective Date, or the availability of funds necessary to fund the Claims Distribution Fund, equal to 75% of their Allowed Amount, without interest within 180 days from the Effective Date.

3.9. The Administrative Expense Claims. In full and complete satisfaction, discharge and release of the Administrative Expense Claims, The Debtors shall satisfy the Allowed Amount of all Administrative Expense Claims in full on or before the Effective Date or as otherwise agreed from Revenues. Bankruptcy counsel anticipates a payment of \$12,800.00 above retainers received prior to the Confirmation Date. This incorporates a write down of significant fees and expenses which shall be detailed in a fee application to be filed. Quarterly fees payable to the United States Trustee accruing after the Confirmation Date shall be paid as and when due from Revenues, and the Debtor shall satisfy any outstanding and unpaid quarterly fees that accrued to the United States Trustee prior to the Confirmation Date by payment of such fees on or before the Effective Date, which is anticipated to be nothing at this time. The Internal Revenue Service holds a priority Claim which shall be satisfied in the amount of \$1,082.73 on or prior to the Effective Date..

3.10. Any Class of Claims entitled to timely elect treatment pursuant to § 1111(b)(2) of the Bankruptcy Code shall receive treatment as required by law. Further, nothing in this Plan shall be deemed to preclude any Class of Claims entitled to elect treatment pursuant to § 1111(b)(2) of the Bankruptcy Code from timely making such election. Following approval of the Disclosure Statement herein as may have been amended, the Debtor shall treat the prosecution of a Confirmation Order and administration of the Plan as though no Creditor holding any Allowed Claim has any rights pursuant to § 1112(b)(2) of the Bankruptcy Code.

3.11. The Debtors' schedules and statement of financial affairs represent prima facie evidence as to the Claims which have been scheduled, except to the extent amended or in the



event an objection to Claim is filed, irrespective of its description in the schedules and/or statement of financial affairs. To the extent any proof of claim filed by an Allowed Claim Holder alters or amends the Claim of such entity or person, the Debtor may file an Objection to Claim which shall place such Disputed Claim into litigation, producing a potentially Disallowed Amount, irrespective of the schedules and statement of financial affairs.

**ARTICLE IV**  
**MEANS OF EXECUTION OF PLAN**

4.1. This Plan is a reorganizing plan under § 1129(a) and (b) of the Bankruptcy Code consisting of a five (5) year term from the Effective Date and is materially premised upon Cash Distributions from the Claims Distribution Fund to Classes of Claims in accordance with the priorities and terms identified in Articles III and IV of the Plan to be derived from (i) the Revenues to be derived from the Debtor's continued operations of existing contracts with Equity Interest unit owners; and (ii) the contribution of a Special Assessment by some or all of the Equity Interest holders in the anticipated amount of \$34,982.49 prior to the Effective Date; and (iii) the ability of the Debtor to collect both the Assigned Accounts Receivable and any post-petition accounts receivable that are owed by defaulting Equity Interest holders.

4.2. Except as otherwise specifically provided in this Plan, upon the Confirmation Date, title to all remaining property of the Debtor's Chapter 11 estate, including, but not limited to, monies contained in the Claims Distribution Fund shall vest in the Debtor in accordance with §§ 1141(a), (b) and (c) of the Bankruptcy Code, free and clear of all liens, claims or other interests in such property, and the Debtor shall serve as the disbursing agent. Upon entry of a Confirmation Order, a discharge shall not be entered in favor of the Debtor pursuant to §§

524 and 1141 of the Bankruptcy Code inasmuch as the Debtor is not an individual.

4.3. Unless otherwise ordered by the Bankruptcy Court, all Cash Distributions contemplated by the Plan shall only occur on or subsequent to the Effective Date. All Cash Distributions under the Plan shall be paid in the manner generally set forth in Article III of the Plan. Upon the Effective Date, the Debtor shall act as disbursing agent in respect of all Cash Distributions required under the Plan.

4.4 Notwithstanding anything to the contrary in the Plan, pursuant to the defined Disputed Claims Procedure, all Cash Distributions necessary to satisfy the Allowed Claim of any Disputed Claim will be held by the Debtor to the extent of available Cash Distributions pending resolution of the Disputed Claim by the Court. Should a Disputed Claim become an Allowed Claim in whole or in part, then as soon as practicable in the Debtor's judgment following entry of an Order of the Bankruptcy Court adjudicating the previously Disputed Claim or by agreement with the holder of the Disputed Claim, the Debtor shall release to the Allowed Claim such Cash Distributions as would be required on its Allowed Amount pro rata to the other Allowed Claims within its appropriate Class of Claims.

4.5. The Plan contemplates that the Debtor is current with post-petition payments to the PEPCO, WSSC, and Washington Gas.

4.6. It is contemplated that the primary funding vehicle for the Plan will be the ordinary dues collected from Equity Interest holders and the Special Assessment, which of course differ from the Assigned Account Receivables and the post-petition account receivables. To the

extent any Equity Interest holder fails to fund the Special Assessment as required by the board of directors, such Equity Interest holder shall be subject to disciplinary action by the Board as it sees fit to promulgate from time to time through resolutions or other actions requiring voting.

4.8. In order to accomplish this Special Assessment and concomitant collections activity to generate both a more compliant attitude in satisfying ordinary dues payments (as well as to facilitate collection of the Assigned Accounts Receivable or other post-petition accounts receivable), pursuant to 11 U.S.C. § 1123(a)(5)(i), the Debtor contemplates within this Plan an amendment to its charter and by-laws as follows: ***ALL OWNERS AND EQUITY INTEREST HOLDERS SHOULD READ THESE PROVISIONS WITH PARTICULAR CARE: THEY IMPACT YOUR OWNERSHIP RIGHTS AND MATERIAL AMENDMENTS TO THE CHARTER OF THE DEBTOR.***

(i) The Debtor may pass any assessment necessary or appropriate to satisfy the financial obligations of the Debtor, including the Special Assessment and implement it in all respects by a simple majority of the board of directors by fifty-one percent (51%) vote providing that a quorum of the board of directors is present at the time of voting. Equity Interest holders no longer have a mandatory voting requirement respective to the Special Assessment or any such above described assessment. The voting must be documented by the minutes and those voting in favor, against and abstaining must be recorded as to their actions by name. A quorum constituting the voting majority shall be determined by the board of directors at the time of the first annual meeting, and thereafter sustained for all meetings during that calendar year.

(ii) the Debtor shall have authority to terminate utility service to

delinquent Equity Interest holders consistent with any Maryland or federal laws as to water, gas and electricity, and termination of access to the unit if termination of utilities is impossible or impracticable;

(iii) The Debtor shall have the right of direct negotiations with tenants of Equity Interest holders on units to obtain satisfaction of necessary dues where the Equity Interest holder is not responsive in the view of the board of directors, without recourse by the Equity Interest holder against the tenant.

(iv) The Debtor shall take reasonable steps to ensure that no member of the board of directors has been convicted of a felony, or is subject to a civil judgment involving moral turpitude, and no treasurer may serve without being a member of the board of directors.

(v) The Debtor shall be entitled following the Confirmation Date to enforce these provisions by reasonable means as may be passed by the Board from time to time.

(vi) The Debtor shall be entitled following the Confirmation Date to take such action as may be necessary or appropriate to enforce these provisions, including by pursuing nuisance, redirection of rents and otherwise impeding access to any non-paying unit owner's condominium union ONLY in the event that such power is enforceable under Maryland state law.

**ARTICLE V**  
**CRAM DOWN**

5.1. In order to confirm the Plan, among other things, the Debtor must establish that, in accordance with § 1129(a)(8) of the Bankruptcy Code, each Class of Claims or Interests either (i) has accepted the Plan or (ii) is not Impaired under the Plan. In the event that this

requirement cannot be satisfied, however, and all other applicable requirements for confirmation under § 1129(a) of the Bankruptcy Code are met, the Debtor may, and hereby does, invoke the "cram down" entitlement under § 1129(b) of the Bankruptcy Code, such that, as long as the Plan does not discriminate unfairly, and is fair and equitable, with respect to any Class of Claims or Interests that is impaired under, and has not accepted, the Plan, the Plan may be confirmed by the Bankruptcy Court.

**ARTICLE VI**  
**MODIFICATION OF THE PLAN**

6.1. The Debtor may modify this Plan at any time prior to the Effective Date as permitted by § 1127(a) of the Bankruptcy Code. If so modified, after the Debtor files the modification with the Bankruptcy Court, the Plan as modified becomes the Plan.

6.2. The Debtor may modify this Plan at any time after the Effective Date and before substantial consummation of this Plan as permitted by §§ 1101(2) and 1127(b) of the Bankruptcy Code. The Plan as so modified under this subsection becomes the Plan only if the Bankruptcy Court, after notice and a hearing, confirms such Plan as modified under § 1127 of the Bankruptcy Code.

6.3. Before or after the Confirmation Date, or in the Confirmation Order, the Debtor or the Bankruptcy Court may remedy any defect or omission, or reconcile any inconsistencies in the Plan or amend the Plan, in such a manner as may be necessary to carry out the provisions, purposes and effect of the Plan.

**ARTICLE VII**  
**DISCHARGE**





reserves the right to object to any Claim and to treat same as a Disallowed Claim under the Plan.

**ARTICLE IX**  
**CONTRACTS AND UNEXPIRED LEASES**

9.1. Any and all executory contracts and unexpired leases within the meaning of § 365(a) of the Bankruptcy Code which have not been assumed or rejected shall be deemed to have been rejected by the Debtor upon the Confirmation Date. This provision shall not be interpreted to deprive the Debtor of any equipment leases which are treated as Allowed Secured Claims pursuant to this Plan. The Debtor shall assume the executor contract with Coinmach for the maintenance and usage of washing machines and related services, which funds the Debtor's Plan as demonstrated by the pro formas .

**ARTICLE X**  
**RETENTION OF JURISDICTION**

10.1. Upon entry of a Confirmation Order, the Plan shall be administered by the Debtor throughout its term. The Bankruptcy Court shall retain limited and continuing jurisdiction over the Debtor and its Chapter 11 proceedings through and including the date that all Claims have been satisfied in the manner required under this Plan to the extent permitted under the Bankruptcy Code, including but not limited to, 11 U.S.C. § 1142. The Court may address any of the matters over which it has hereby retained continuing jurisdiction, which include *inter alia*, to determine any and all controversies and disputes arising under, or in conjunction with the Plan including, but not limited to, issuing any orders appropriate under § 105 of the Bankruptcy Code; to effectuate payments under, and performance of, the provisions of the Plan, to approve any post-petition extensions of credit by the Insiders to the Debtor to the extent they are found not to be in



contributions of new value and only to the extent they fund the Special Assessment as required herein and as implemented by the board of directors.

**ARTICLE XIII**  
**SCOPE OF ENGAGEMENT OF COUNSEL**

13.1. Counsel for the Debtor shall remain engaged as bankruptcy attorney to the Debtor following the Confirmation Order absent a Motion to Withdraw appearance through the entry of a final decree. .

**ARTICLE XIV**  
**MISCELLANEOUS**

14.1. Except as otherwise provided herein, upon the Confirmation Date, the entry of the Confirmation Order shall supersede, amend and modify any prior Orders entered by this Court, or any other court, to the extent such prior Orders are inconsistent with the terms or effect of the Plan. This effect shall include, but not be limited to, any Orders of the Bankruptcy Court, or any other Court of competent jurisdiction. This includes any prior Orders addressing adequate assurance of payment, which shall survive the Confirmation Order only to the extent expressly consistent therewith. As noted, however, the Order Approving Settlement with PEPCO shall survive the Confirmation Order as shall the Order Granting Motion To Securitize Utility Claims.

**ARTICLE XV**  
**DEFAULT**

15.1. An event default under this Plan shall not exist due to a delay in Cash Distributions except to the extent an arrearage or delay in Cash Distributions to any Creditor holding an Allowed Claim exceeds two (2) months from its projected due date under the Plan, by and through the pro forma(s). Should any Creditor holding an Allowed Claim allege an event of

default, the Creditor shall file a Notice of Default with the Bankruptcy Court, describing the event of uncured default, stating that the Debtor has seventeen (17) days to cure such event of default. If such Creditor or Creditors which alleges or allege an event of default holds or hold an Allowed Secured Claim or Allowed Secured Claims, the Creditor or Creditors may then proceed in accordance with State law to effectuate repossession and a commercially reasonable sale of collateral following seventeen (17) days without cure of the default made by the Debtor. If such Creditor or Creditors are Allowed Unsecured Claims, then the Court may take such action as it deems appropriate upon the filing of a Notice of Default without cure by the Debtor, including reopening the Chapter 11 Case to enter such Orders as may be in the best interests of the estate, including dismissal for failure to fully effectuate a Plan. The Debtor shall have two (2) curable events of default within each year following the anniversary of the Effective Date, such that if the Debtor exhausts such events of default in any given year, the next year will provide two (2) curable events of default, and so forth to the end of the Plan. To the extent the Debtor incurs a third (3rd) event of default in a single year, the Debtor would have no right of cure unless on

motion filed by the Debtor pursuant to the standards of Fed. R. Civ. P. 60(b), the Bankruptcy Court were to afford the Debtor further relief as might be appropriate under those circumstances. This provision is inapplicable to PEPCO in respect of its Order Approving Settlement Motion and any transactions controlled thereby.

**Dated: July 25, 2013**

Respectfully Submitted,  
-----/s/ John D. Burns-----

---

John D. Burns, Esquire (#22777)  
The Burns LawFirm, LLC  
6303 Ivy Lane; Suite 102  
Greenbelt, Maryland 20770  
(301) 441-8780  
Counsel for the Debtor

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

In re:	)	
	)	
BEDFORD TOWN CONDOMINIUM	)	Case No. 10-15831
	)	(Chapter 11)
	)	
Debtor	)	
	)	

**CHAPTER 11 AMENDED PLAN OF REORGANIZATION**  
**FILED BY BEDFORD TOWN CONDOMINIUM**  
**(JULY 25, 2013 MARCH 26, 2013)**

BEDFORD TOWN CONDOMINIUM (the "Debtor"), debtor and debtor in possession herein (the "Debtor"), by undersigned counsel, John D. Burns, Esquire and The Burns LawFirm, LLC hereby proposes and presents this Plan of Reorganization as amended (the "Plan"), pursuant to the provisions of Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq., and, upon entry of an Order of Confirmation, agrees to be bound hereby:

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Plan, unless the context otherwise requires, the following terms shall have the respective meanings hereinafter set forth:

1.1. "Administrative Convenience Claim" shall mean any Unsecured Claim separately classified pursuant to § 1122(b) of the Bankruptcy Code which is \$3,000.00 or less in Face Amount, or any Unsecured Claim which is voluntarily reduced by the Claim holder to \$3,000.00 or less in Face Amount.

1.2. "Administrative Expense Claim" shall mean any Claim arising or accruing on or after the Petition Date which is entitled to Priority Status pursuant to Sections 503(b) and 507(a)(2) of the Bankruptcy Code. Administrative Expense Claim includes Claims of persons,

Order 2013-07-13  
 Address: 7070 Riggs Rd Apt 10  
 Order Date: 07-20-2013  
 Document not for public  
 HomeWheat.com



# **Reserve Report**

## **The Marylander Condominium**

Order: 30X05211 MC  
Address: 7370 Riggs Rd Apt 30  
Order Date: 07-28-2022  
Document not for resale  
HomeWise Docs

This document is currently either not available or not applicable for this association.

\*\*\*\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.\*\*\*\*

# **Rules and Regulations The Marylander Condominium**

Order: 3000271 MC  
Address: 7479 Riggs Rd Apt 10  
Order Date: 03/25/2022  
Document not for resale  
Henn Winch Doc

This document is currently either not available or not applicable for this association.

\*\*\*\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK\*\*\*\*

# **Special Assessments**

## **The Marylander Condominium**

Order: 06001271501  
Address: 7070 Ridgely Rd Apt 10  
Order Date: 01/23/2012  
Document not for records  
Hope/Wise/Doc

This document is currently either not available or not applicable for this association.

\*\*\*\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK\*\*\*\*

# **Welcome Packages**

## **The Marylander Condominium**

Carlow 365/37511 MC  
Addressed 1070 Maple Hill Rd. to  
Crest Line, 02-00-0020  
Financial not for resale  
Home/Work/Phone



This document is currently either not available or not applicable for this association.

\*\*\*\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.\*\*\*\*