

Revised for 1982 Amendment

4401 Roland Avenue Condominium Association

P.O. Box 20921

Baltimore, Maryland 21209

410-323-1778

(mailing address and

telephone number)

INFORMATION FOR DISCLOSURE TO PURCHASER

("Resale Certificate")

Unit No.: 311

Dated: November 19, 2018

Parking Space: P7

Building: \_\_\_\_\_  
(this may be deleted if there is only 1 building)

Street Address: 4401 Roland Avenue, Unit # 311, Baltimore, Maryland 21210  
(this may be deleted if given above)

Seller(s): Terry K. Sullivan, Guardian of Eduardo Garner

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

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

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

1. Declaration dated February 29, 1988, (Liber 1627, Page 321)
2. By-Laws, as recorded simultaneously with the Declaration (Liber 1627, Page 341); Amendment to By-Laws dated February 13, 1989 (Liber 2389 Page 121); Amendment to By-Laws dated May 1, 2013 (Liber 15226 Page 262)
3. Article of Incorporation dated December 1, 1987 (Liber 238 Page 1206)
4. Article of Amendment dated December 3, 1990 (Liber 2690 Page 119)
5. Rules and Regulations in force. Amend October 2, 2006

INFORMATION:

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

None

**November 19, 2018**

2. A monthly common expense assessment of \$ 447.01 becomes due and payable on the 1st day of each month under the presently imposed assessments schedule, which is subject to change at any time. The unit is also subject to the following special or other assessments, that has or will become due and payable as follows:

**2019 Monthly Assessment is \$469.36**

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

\$ None as regular (monthly) assessments (**Paid Thru: November 2018**)  
\$ None as special or other assessments  
\$ None as interest on overdue assessment  
\$ None as late charges on assessments  
\$ None as attorney's fees for collection  
\$ None as other costs of collection  
\$ None as fines or penalties  
\* \$ 2,999.98 as Fees for Cleaning

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

3. In addition to fees that may be imposed from time to time for optional events and activities (parties, trips, etc.) the following regular fees are presently payable by the unit owners to the Council:

Key Fobs: \$35.00 – Pool Passes: \$10.00 – Parking Passes: \$10.00 (See Rules & Regulations)

4. The following capital expenditures are presently approved by the Council but not disclosed in the current operating budget of the condominium: None
5. The most recent regularly prepared balance sheet and income and expense statement are those for the period ending October 31, 2018; and at that date, a copy of which is attached.
6. The current operating budget of the condominium is for its fiscal year ending December 31, 2018; a copy of it, as of its adoption is attached. There is no reserve fund for repair or replacement except those described below:
- a. General Reserve Fund (undesignated) – \$333,272.63
  - b. Designated (state project or name and amount of each):
7. The condominium is subject to the following judgments against it and is a party to the following suits (note – suits for the collection of assessments, etc., against other units and owners thereof are omitted but details about them, if any, will be provided upon request): None

**November 19, 2018**

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

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

A notice regarding property Insurance and a statement of the insurance limits are attached. The policies may be inspected at the office of the Council or the insurance agent's office. Questions about the policy should be addressed to the agent, who is Schoenfeld Insurance Association Attn: Harvey Shankman telephone: (410-602-2000) Statements by the agent and others are not binding on the Council of Unit Owners. The terms of the policies prevail over the description thereof in this Certificate.

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

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

**Plumbing, Electrical, and HVAC System must be checked by a licensed Inspector due to not having any maintenance conducted on these systems for several years.**

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

**\*See attached Asbestos Report**

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

None

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

A. The common elements of the condominium – Swimming Pool and Community Room

B. Other: None

**November 19, 2018**

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

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

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

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

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

COUNCIL OF UNIT OWNERS OF  
4401 Roland Avenue CONDOMINIUM

  
BY: Michael J. Griet, President

TITLE: Managing Agent, VMI

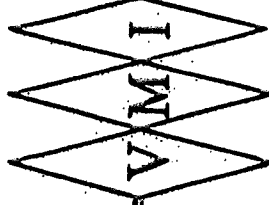
Attachments: (each of the following is attached at time of issuance) See attached invoice.

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Comments on using this form:

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

November 19, 2018



# VILLAGE MANAGEMENT, INC.

In the Business of Property Management Since 1984

Corporate Offices Located in The Village of Cross Keys

November 19, 2018

Invoice # RA-2023

TO: Terry K. Sullivan Guardian of Eduardo Garber  
4401 Roland Avenue # 311  
Baltimore, MD 21210

RE: Resale Certificate and Documents for Unit  
4401 Roland Avenue # 311  
Baltimore, MD 21210

## PREPARATION OF RESALE CERTIFICATE AND THE FOLLOWING DOCUMENTS:

Seller Resale Disclosure Information Form  
Current Operating Budget  
2019 Approved Operating Budget  
Current Financial Statement  
Current Association Insurance  
Notice Regarding Property Insurance Deductible  
Insurance Notice (10/28/18-19)  
Declaration (February 1988)  
By-Laws  
Amendment to By-Laws (February 13, 1989)  
Amendment to By-Laws (May 1, 2013)  
Articles of Incorporation  
Articles of Amendment  
Resolution to Change Principle Office/ Agent  
Rules and Regulations (October 2006)  
Standard for Proper Restraint of Animals  
Capital Reserve Study (June 2017)  
Collection Policy (October 27, 2010)  
Recycling Information  
Emergency Evacuation Manual (July 2008)  
Power Outage Guidelines  
Resident Registration Form  
Asbestos Report for Building Exterior  
Letter from the Board of Directors, RE: Convectors  
Convector Maintenance Notice (October 26, 2018)  
Memo: From VMI re: VMI Employees (March 30, 2015)  
Trash Room Guidelines  
Attention Seller Information Form  
Prospective Homeowners Information Form

Total Due \$200.00

Payment Received: \_\_\_\_\_ Check No. \_\_\_\_\_

P.O. BOX 20921  
BALTIMORE, MARYLAND 21209  
BALTO. METRO AREA: 410-323-1778  
TOLL FREE: 1-800-445-1182  
FAX: 410-323-8232  
[www.villagemanagement.net](http://www.villagemanagement.net)

**AAMC**  
ACCREDITED ASSOCIATION  
MANAGEMENT COMPANY

**RESALE DISCLOSURE INFORMATION**

To be completed by seller:

The following information is part of the Resale Disclosure Package. Please fill out, sign and return so that we may complete the package. You may fax it to Joe Ann Weaver at (410) 323-9232 or mail to Joe Ann at P.O. Box 20921, Baltimore, MD 21209.

RECEIVED  
11/13/18

DATE: 11/13/18 ASSOCIATION: Condominium Association

ADDRESS: 4401 Roland Ave Units 311 3 P7

PARKING SPACE: YES  (Space number) P7 NO

SELLER'S NAME: TERRY K. SULLIVAN, guardian of Eduardo Garber

BUYER'S NAME: Auction - TBD

WHO IS TO BE NOTIFIED UPON COMPLETION OF RESALE DISCLOSURE PACKAGE? NAME: Shannon Stamm

PHONE NUMBER: 410-296-8440

DO YOU HAVE ANY KNOWLEDGE OF ANY ALTERATION TO THE UNIT OR THE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT, WHICH VIOLATES ANY PROVISION OF THE DECLARATION, BYLAWS, OR RULES AND REGULATIONS? YES  NO  PLEASE EXPLAIN, IF YES: \_\_\_\_\_

DO YOU HAVE ANY KNOWLEDGE OF ANY VIOLATIONS OF THE HEALTH OR BUILDING CODES WITH RESPECT TO THE UNIT OR LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT? YES  NO  PLEASE EXPLAIN, IF YES: \_\_\_\_\_

IS THE UNIT SUBJECT TO AN EXTENDED LEASE UNDER SECTION 11-137 OF THIS TITLE OR UNDER LOCAL LAW, AND IF SO, A COPY OF THE LEASE MUST BE PROVIDED. YES  NO

IS THE RESALE PACKAGE TO BE PICKED UP FROM VILLAGE MANAGEMENT OFFICE OR MAILED? PICKED UP  MAILED

IF RESALE DISCLOSURE PACKAGE IS TO BE MAILED, PLEASE GIVE MAILING ADDRESS: 4500 Falls Road, Baltimore, MD 21209

Shannon Stamm SELLER'S SIGNATURE 11/13/2018 DATE

FOR AS Billing & Co. Auctioneers

Note: Village Management, Inc. DOES NOT CHANGE OWNER INFORMATION BASED ON THE PURCHASE OF A RESALE PACKAGE. THIS IS DONE ONLY WHEN WE RECEIVE WRITTEN NOTIFICATION, PREFERABLY THE SETTLEMENT SHEET, THAT THE UNIT HAS ACTUALLY GONE TO SETTLEMENT.

IF YOU HAVE DIRECT DEBIT FOR YOUR ASSOCIATION FEE, PLEASE MAKE SURE YOU NOTIFY THE ACCOUNTING DEPARTMENT TO DISCONTINUE THIS SERVICE.

4401 ROLAND AVENUE													
APPROVED	2018 BUDGET												
5% INCREASE		7 Month End 7/31/2017	Annual Budget	Projected 12 Month 17 Budget	Approved 2018 Budget	Variance 2017/18							
<b>INCOME</b>													
Assoc Fees		288,279.61	486,547.00	486,547.00	510,874.00	24,327.00							
Laundry		4,134.01	7,900.00	7,087.00	8,000.00	100.00							
Miscellaneous Income		992.00	750.00	1,400.00	650.00	(100.00)							
Rooflop Income		10,385.33	17,850.00	17,800.00	17,900.00	50.00							
<b>TOTAL INCOME</b>		303,790.95	513,047.00	512,834.00	537,424.00	24,377.00							
<b>OPERATING EXPENSE:</b>													
<b>ADMINISTRATIVE</b>													
Management Fee		16,916.62	29,000.00	29,000.00	29,250.00	250.00							
Committee Expense		209.92	400.00	400.00	400.00	-							
Office Supplies/Postage		576.89	1,000.00	1,050.00	900.00	(100.00)							
Printing		276.84	700.00	475.00	650.00	(50.00)							
Legal		25.00	5,000.00	1,000.00	4,000.00	(1,000.00)							
Accounting/Audit		1,950.00	2,000.00	1,950.00	2,000.00	-							
Insurance		10,903.30	21,000.00	20,800.00	21,500.00	500.00							
Contingency Account		-	5,000.00	-	5,000.00	-							
Telephone/Beeper		1,436.36	2,500.00	2,465.00	2,500.00	-							
<b>TOTAL ADMIN</b>		32,294.93	66,600.00	57,140.00	66,200.00	(400.00)							
<b>BUILDING &amp; GROUNDS</b>													
Gas		31,778.90	44,000.00	42,500.00	44,000.00	-							
Electric		23,148.22	49,000.00	51,500.00	51,000.00	2,000.00							
Water/Sewer		36,870.70	48,000.00	49,500.00	53,900.00	5,900.00							
Janitor Supplies		238.97	650.00	425.00	650.00	-							
HVAC Maintenance		6,262.13	19,000.00	12,500.00	18,000.00	(1,000.00)							
Building Maint		5,783.89	20,000.00	12,500.00	20,000.00	-							
Interior Improvements		11,629.73	-	13,475.00	1,000.00	1,000.00							
Convactor Maint		2,282.05	2,750.00	3,170.00	3,000.00	250.00							
Pest Control		1,106.00	2,000.00	2,000.00	2,100.00	100.00							
Trash Removal		-	100.00	100.00	100.00	-							
Uniform Services		-	250.00	250.00	250.00	-							
Landscape Maint.		7,497.50	15,800.00	14,955.00	15,800.00	-							
Snow Removal		1,071.28	6,000.00	1,071.00	6,000.00	-							
Window Cleaning		-	1,200.00	1,200.00	1,300.00	100.00							
Elevator		11,188.28	14,500.00	14,750.00	11,000.00	(3,500.00)							
Fire/Alarm/Security		1,911.59	1,500.00	3,230.00	3,300.00	1,800.00							
Pool Maintenance		19,408.83	18,500.00	19,750.00	19,500.00	1,000.00							
Salaries/Fringe		56,321.70	98,000.00	103,150.00	102,000.00	4,000.00							
Cleaning Contract		10,003.00	17,500.00	17,400.00	17,750.00	250.00							
<b>TOTAL BLDG &amp; GROUNDS</b>		226,502.77	358,750.00	363,426.00	370,650.00	11,900.00							
<b>TOTAL OPER. EXP.</b>		258,797.70	425,350.00	420,566.00	436,850.00	11,500.00							
<b>INCOME(LOSS)BEFORE TAX</b>		44,993.25	87,697.00	92,268.00	100,574.00	12,877.00							
<b>RESERVE FOR REPLACE.</b>		50,166.62	86,000.00	86,000.00	99,150.00	13,150.00							
<b>INCOME TAXES</b>		1,683.00	1,697.00	1,683.00	1,424.00	(273.00)							
<b>NET INCOME</b>		(6,856.37)	-	4,585.00	-	-							

4401 ROLAND AVENUE						
APPROVED	2019 BUDGET					
5% INCREASE		7 Month End	Annual	Projected	Approved	Variance
		7/31/2018	Budget	12 Month 18	2019	2018/19
				Budget	Budget	
<b>INCOME</b>						
Assoc Fees		306,525.35	510,874.00	510,874.00	536,418.00	25,544.00
Laundry		3,183.32	8,000.00	5,670.00	7,000.00	(1,000.00)
Miscellaneous Income		310.00	650.00	750.00	750.00	100.00
Rooftop Income		10,317.22	17,900.00	17,700.00	18,500.00	600.00
<b>TOTAL INCOME</b>		320,335.89	537,424.00	534,994.00	562,668.00	25,244.00
<b>OPERATING EXPENSE:</b>						
<b>ADMINISTRATIVE</b>						
Management Fee		17,062.50	29,250.00	29,250.00	29,550.00	300.00
Committee Expense		55.55	400.00	330.00	400.00	-
Office Supplies/Postage		498.59	900.00	755.00	900.00	-
Printing		371.88	650.00	625.00	650.00	-
Legal		-	4,000.00	1,000.00	4,000.00	-
Accounting/Audit		1,950.00	2,000.00	1,950.00	2,000.00	-
Insurance		11,322.64	21,500.00	22,000.00	22,500.00	1,000.00
Contingency Account		-	5,000.00	785.00	5,000.00	-
<b>TOTAL ADMIN</b>		31,261.16	63,700.00	56,695.00	65,000.00	1,300.00
<b>BUILDING &amp; GROUNDS</b>						
Telephone		1,723.06	2,500.00	2,650.00	2,650.00	150.00
Gas		38,275.29	44,000.00	45,600.00	45,750.00	1,750.00
Electric		18,676.28	51,000.00	46,975.00	50,500.00	(500.00)
Water/Sewer		34,165.46	53,900.00	70,000.00	75,000.00	21,100.00
Janitor Supplies		251.64	650.00	400.00	650.00	-
HVAC Maintenance		9,663.15	18,000.00	12,500.00	18,000.00	-
Building Maint		4,493.38	20,000.00	9,700.00	20,000.00	-
Lobby Improvements		-	1,000.00	-	1,000.00	-
Convactor Maint		1,378.59	3,000.00	1,750.00	3,000.00	-
Pest Control		1,106.00	2,100.00	1,900.00	2,100.00	-
Trash Removal		140.00	100.00	140.00	150.00	50.00
Uniform Services		-	250.00	-	250.00	-
Landscape Maint.		7,265.00	15,800.00	12,550.00	15,800.00	-
Snow Removal		2,736.50	6,000.00	2,737.00	6,000.00	-
Window Cleaning		-	1,300.00	1,300.00	1,350.00	50.00
Elevator		8,750.00	11,000.00	8,750.00	9,250.00	(1,750.00)
Fire/Alarm/Security		1,888.51	3,300.00	3,450.00	3,500.00	200.00
Pool Maintenance		20,203.34	19,500.00	24,500.00	24,000.00	4,500.00
Salaries/Fringe		47,615.57	102,000.00	95,000.00	104,550.00	2,550.00
Cleaning Contract		10,003.00	17,750.00	17,150.00	18,000.00	250.00
<b>TOTAL BLDG &amp; GROUNDS</b>		208,334.77	373,150.00	357,052.00	401,500.00	28,350.00
<b>TOTAL OPER. EXP.</b>		239,595.93	436,850.00	413,747.00	466,500.00	29,650.00
<b>INCOME(LOSS)BEFORE TAX</b>		80,739.96	100,574.00	121,247.00	96,168.00	(4,406.00)
<b>RESERVE FOR REPLACE.</b>		57,837.50	99,150.00	99,150.00	94,200.00	(4,950.00)
<b>INCOME TAXES</b>		1,726.00	1,424.00	1,726.00	1,968.00	544.00
<b>NET INCOME</b>		21,176.46	-	20,371.00	-	-



**4401 Roland Avenue Condominium Assoc.**  
**Balance Sheet**  
As of October 31, 2018

	Oct 31, 18
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
<b>OPERATING ACCOUNTS</b>	29,781.06
0102 · Checking - Union Bank	29,781.06
<b>Total OPERATING ACCOUNTS</b>	
<b>RESERVE ACCOUNTS</b>	
0200 · M/M PNC Bank 5501981372	327,342.42
0202 · Bank of America	5,930.21
<b>Total RESERVE ACCOUNTS</b>	333,272.63
<b>Total Checking/Savings</b>	363,053.69
<b>Total Current Assets</b>	363,053.69
<b>TOTAL ASSETS</b>	<b>363,053.69</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
<b>OPERATING EQUITY</b>	
0520 · Operating Fund Balance	25,059.31
<b>Total OPERATING EQUITY</b>	25,059.31
<b>RESERVES</b>	
0500 · Reserve for Replacement (Fwd)	295,736.17
0501 · Reserve Additions	82,625.00
0502 · Reserve Withdrawals	-45,705.33
0503 · Interest Earned on Reserves	616.79
<b>Total RESERVES</b>	333,272.63
Net Income	4,721.75
<b>Total Equity</b>	363,053.69
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>363,053.69</b>

2:58 PM 11/06/18  
 Cash Basis  
 October 2018  
**4401 Roland Avenue Condominium Assoc. Profit & Loss Budget Performance**

Income	Oct 18	Budget	\$ Over Budget	Jan - Oct 18	YTD Budget	\$ Over Budget	Annual Budget
<b>OPERATING INCOME</b>							
0610 - Association Fees	47,630.28	42,572.82	5,057.46	436,643.13	425,728.32	10,914.81	510,874.00
0620 - Laundry	2,819.31	666.66	2,152.65	6,002.63	6,666.66	-664.03	8,000.00
0625 - Insurance Claim Reimbursement	0.00	0.00	0.00	715.66	0.00	715.66	0.00
0640 - Miscellaneous Income	10.00	-44.16	600.00	541.66	541.66	58.34	650.00
0650 - Rooftop Income	1,492.05	1,491.66	0.39	14,793.37	14,916.66	-123.29	17,900.00
<b>Total OPERATING INCOME</b>	<b>51,951.64</b>	<b>44,785.30</b>	<b>7,166.34</b>	<b>458,754.79</b>	<b>447,853.30</b>	<b>10,901.49</b>	<b>537,424.00</b>
<b>Expense</b>							
<b>ADMINISTRATIVE EXPENSES</b>							
0700 - Management Fee	2,437.50	2,437.50	0.00	24,375.00	24,375.00	0.00	29,250.00
0710 - Committee Expense	0.00	33.32	-33.32	55.55	333.32	-277.77	400.00
0720 - Office Supplies/Postage	68.96	75.00	-6.04	635.87	750.00	-114.13	900.00
0730 - Printing	189.85	54.16	135.69	610.93	541.66	69.27	650.00
0750 - Legal	0.00	333.32	-333.32	0.00	3,333.32	-3,333.32	4,000.00
0760 - Accounting/Audit	0.00	0.00	0.00	1,950.00	2,000.00	-50.00	2,000.00
0770 - Insurance	12,897.89	0.00	12,897.89	24,220.53	16,555.00	7,665.53	21,500.00
0790 - Contingency Account	0.00	416.66	-416.66	0.00	4,166.66	-4,166.66	5,000.00
<b>Total ADMINISTRATIVE EXPENSES</b>	<b>15,594.20</b>	<b>3,349.96</b>	<b>12,244.24</b>	<b>51,847.88</b>	<b>52,054.96</b>	<b>-207.08</b>	<b>63,700.00</b>
<b>BUILDING AND GROUNDS EXPENSES</b>							
0800 - Telephone	403.01	208.32	194.69	2,383.67	2,083.32	300.35	2,500.00
0810 - Gas	1,105.50	-214.50	1,320.00	41,327.60	36,075.60	5,252.00	44,000.00
0820 - Electric	1,105.50	1,120.00	-14.50	38,965.67	45,171.45	-6,205.78	51,000.00
0830 - Water/Sewer	18,977.77	4,491.66	14,486.11	58,815.04	44,916.68	13,898.36	53,900.00
0840 - Janitor Supplies	398.80	54.16	344.64	700.44	541.66	158.78	650.00
0870 - HVAC Maintenance	4,024.75	1,500.00	2,524.75	15,739.93	15,000.00	739.93	18,000.00
0910 - Building Maintenance	7,265.57	1,666.66	5,598.91	14,316.86	16,666.66	-2,349.80	20,000.00
0911 - Interior Improvements	0.00	83.32	-83.32	0.00	833.32	-833.32	1,000.00
0915 - Insurance Claims Expense	0.00	0.00	0.00	715.66	0.00	715.66	0.00
0920 - Conveyor Maintenance	0.00	0.00	0.00	1,378.59	3,000.00	-1,621.41	3,000.00
0930 - Pest Control	158.00	-175.00	327.00	1,580.00	1,750.00	-170.00	2,100.00
0940 - Trash Removal	0.00	0.00	0.00	140.00	50.00	90.00	100.00
0950 - Uniform Services	0.00	20.82	-20.82	0.00	208.32	-208.32	250.00
0960 - Landscape Maintenance	1,499.50	1,316.66	182.84	12,506.00	13,166.66	-660.66	15,800.00
0970 - Snow Removal	0.00	0.00	0.00	2,736.50	6,000.00	-3,263.50	6,000.00
0980 - Window Cleaning	1,100.00	108.32	991.68	1,100.00	1,083.32	16.68	1,300.00
0990 - Elevator	0.00	0.00	0.00	8,750.00	11,000.00	-2,250.00	11,000.00
0995 - Fire/Alarm/Security	681.75	1,100.00	-418.25	2,941.76	2,200.00	741.76	3,300.00
1000 - Pool Maintenance	0.00	0.00	0.00	20,593.34	19,500.00	1,093.34	19,500.00
1050 - Salaries/Fringe	7,665.50	8,500.00	-834.50	77,853.10	85,000.00	-7,146.90	102,000.00
1055 - Cleaning Contract	1,429.00	1,479.16	-50.16	14,290.00	14,791.66	-501.66	17,750.00
<b>Total BUILDING AND GROUNDS EXPENSES</b>	<b>51,186.77</b>	<b>28,144.08</b>	<b>23,042.69</b>	<b>316,834.16</b>	<b>319,038.65</b>	<b>-2,204.49</b>	<b>373,150.00</b>
<b>Total Income</b>	<b>51,951.64</b>	<b>44,785.30</b>	<b>7,166.34</b>	<b>458,754.79</b>	<b>447,853.30</b>	<b>10,901.49</b>	<b>537,424.00</b>

December 2009

## 4401 Roland Avenue Condominium

### NOTICE REGARDING PROPERTY INSURANCE DEDUCTIBLE

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2018

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

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

PRODUCER Schoenfeld Ins. Assoc., Inc. 6225 Smith Ave Baltimore, MD 21209		CONTACT NAME: PHONE (A/C. No. Ext): 410-602-2000 FAX (A/C. No.): 410-602-1160 E-MAIL ADDRESS: condo@schoenfeldins.com	
410-602-2000		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED 4401 Roland Avenue Condo c/o Village Management, Inc. P.O. Box 20921 Baltimore, MD 21209			
INSURER A: QBE Insurance/McGowan		INSURER B: Federal Insurance/McGowan	
INSURER C: National Surety/McGowan		INSURER D:	
INSURER E:		INSURER F:	

### COVERAGES

### REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSR LTR)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR B D&O \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:		MC18000000078-00 9983-4277	10/28/2018	10/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES (ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		SUO00058194499	10/28/2018	10/28/2019	PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Building 17,803,578 Ded. 5,000
A	Property Section All Risk Repl. Cost		MC18000000078-00	10/28/2018	10/28/2019	Building 17,803,578 Ded. 5,000

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

PROOF OF INSURANCE

PROOF OF INSURANCE

PROOF OF INSURANCE

### CERTIFICATE HOLDER

### CANCELLATION

### PROOF

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

PROOF OF INSURANCE

PROOF OF INSURANCE

PROOF OF INSURANCE

PROOF OF INSURANCE

AUTHORIZED REPRESENTATIVE

## 4401 Roland Avenue Condominium

### Agent:

Schoenfeld Insurance Associates, Inc.

### Carrier:

QBE Insurance Company/McGowan Programs

### Effective:

October 28, 2018 to October 28, 2019

### Association's Master Policy includes:

- Property insurance on the common elements and units, exclusive of improvements and betterments installed by the unit owners. Upgrades and/or Additions are not covered! Upgrades and/or Additions would include such items as: Windows, Decks, Patios, Sheds, Fence, Cabinets, Fixtures, etc. unless provided by the Association, not the Unit Owner.
- **Deductible: \$5,000 per Occurrence (Property)**
- Commercial General Liability insurance, including medical payments arising out of or in connection with the use, ownership or maintenance of the common elements.
- The policy is rated on "Special Form" coverage, which includes coverage for any damage to "Covered Property" as a result to a covered loss, ie: frozen pipes, fire, lightning, windstorm, hail, explosion, riot, aircraft and vehicle damage (resulting from covered loss), smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, accidental/sudden rapid water escape or overflow from plumbing or appliances.
- The policy excludes coverage for "maintenance" items such as wear and tear, deterioration, damage by insects or animals, settling or cracking of foundation, walls, basements or roofs, leaking or seepage from appliances or plumbing. Only covered losses would be from accidental/sudden occurrences (covered losses), not Preventive Maintenance issues.
- Please refer to policy on file with the Management Company for full details on coverages, limits conditions and exclusions.

### Unit Owners Insurance Needs:

***The following items are recommended to discuss with your Personal Homeowners Insurance Agent.***

- A Condominium Owner's Policy, HO-6 to provide coverage for your personal property. Personal Property should include your contents, furniture, improvements and betterments and upgrades you have made to your unit. Included is an amount for additional living expenses should your unit become uninhabitable due to a covered claim.
- Personal Liability for your unit.
- Loss Assessment Coverage – Can be placed on the HO-6 and generally would cost about \$30-100 to increase between \$1,000-\$5,000. Discuss this with your personal insurance agent, as not all Companies provide this coverage. ***Effective June 1, 2009, the Maryland Condominium Act will be amended to state that up to the first \$5,000 of the Master Policy deductible on a covered claim may be the responsibility of the homeowner where the damages originated. Please refer to House Bill 287 (HB 287)***

- A few additional coverages you might want to discuss with your personal insurance agent are replacement cost coverage, boiler and machinery and water back-up of sewers and drains.

The suggestion of the above listed coverages in which Unit Owners should obtain, is on the basis to protect and replace any Improvements and Betterments, Personal Contents and Liability on the behalf and ownership of the Unit Owners. The Master Policy would only provide the coverage for the Structure of the Building and would not provide any compensation for the loss of Personal Items and would also exclude the upgrade of Betterments and Improvements. **Please refer to your Association By-Laws, as this will state the Owner Responsibility and the Association Responsibility.**

**Claims:**

Please notify your Management Company in the event of any loss, as they will report to the Agency for Claim Notification. Any delay in reporting claims can affect settlement. Also, please notify your Homeowners Insurance carrier for claims to the inside of your unit, as some damages may not be covered under the Master Policy (ie: Contents, Betterments & Improvements) and you would need the coverage through your Personal HO6 Carrier.

**Certificates of Insurance:**

Unit Owners may receive Letters/Notices from their Mortgage Companies &/or Banks, stating that they require to maintain the Hazard Insurance information on file at all times. Also, when Refinancing or obtaining a New Loan, most banks will require the Proof of Insurance. They may refer to this as a Certificate of Insurance or Declaration of Master Policy. You may direct these requests directly to our office. (No charges are incurred for these requests)

Please forward any requests to the following:

**Valerie Boston**

**Condominium Department**

Phone: (410) 602-2000 Fax: (410) 602-1160

Email: [vboston@schoenfeldins.com](mailto:vboston@schoenfeldins.com)

OR

[condo@schoenfeldins.com](mailto:condo@schoenfeldins.com)

6225 Smith Avenue

Baltimore, MD 21209

Schoenfeld Insurance Assoc. does handle Personal Homeowners Insurance needs. Please do not hesitate to contact our office if you would be interested in obtaining quotes. We thank you for the opportunity to be of service to you! If you have any further questions or are interested in Insurance Quotes, please contact our office at 410-602-2000.

***Disclaimer:*** *The above information is only an outline of coverage issues and are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage. Please read your policy for specific details of coverage.*

37-4/B20  
8.27.87

LIBER 1627 PAGE 321

DECLARATIC  
OF  
ROLAND HEIGHTS CONDOMINIUM  
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37-4/B1  
9-1-67

## DECLARATION

FOR

## ROLAND HEIGHTS CONDOMINIUM

THIS DECLARATION, Made this 29th day of February, 1983, by 4401 JOINT VENTURE, a Maryland general partnership, hereinafter referred to as the "Developer".

WHEREAS, the Developer holds fee simple title to certain land situate in Baltimore City, 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, as amended (hereinafter called the "Act") and hereby to establish for the Property a Condominium Regime (hereinafter called the "Regime"); and

WHEREAS, the Property shall be held, conveyed, divided, subdivided, leased, rented and occupied, improved, hypothecated or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereafter set forth, including provisions of the By-Laws of the Council of Unit Owners of Roland Heights Condominium intended to be recorded immediately following hereafter among the Land Records of Baltimore City, and all notes, legends, memoranda and other data appearing on the Condominium Plats hereinafter described, all of which are declared and agreed to be in aid of a plan for the improvement of the Property, and the division thereof into condominiums and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the declarant, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof which holds such interest solely as security for the performance of an obligation.

NOW THEREFORE, THIS DECLARATION WITNESSETH: That Developer, 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 Plat of Condominium Subdivision, Sheets 1 through 8 (recorded simultaneously herewith), entitled "Plat of Condominium Subdivision for Roland Heights Condominium" to a Regime provided for by the Act; and establishes a Regime as therein provided containing one (1) building having a total of eighty-four (84) residential units, twenty-four (24) parking space units, and common elements.

B. Said land as improved by the building and improvements constructed thereon is more fully described in Plats recorded among the Land Records of Baltimore City simultaneously herewith consisting of eight (8) sheets designated as:

Sheet 1 - Plat of Condominium Subdivision for Roland Heights Condominium.

Sheet 2 - Plat of Condominium Subdivision for Roland Heights Condominium (depicting Parking Space Condominium Units and ground floor Residential Condominium Units and Common Elements).

Sheets 3 thru 8 - Plat of Condominium Subdivision for Roland Heights Condominium (depicting Residential Condominium Units and Common Elements for Floors 1 thru 6).

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

2. Description of the Building. Roland Heights Condominium consists of one (1) building containing a total of one hundred eight (108) separately designated and legally-described fee simple estates, consisting of eighty-four residential condominium units ("Residential Condominium Units") and twenty-four parking space condominium units ("Parking Space Condominium Units"), as shown on the "Plat of Condominium Subdivision for Roland Heights Condominium" prepared and certified by Whitman Regardt and Associates, 2315 Saint Paul Street, Baltimore, Maryland, registered surveyors in the State of Maryland, which Plats are intended to be recorded simultaneously herewith. The building is a seven (7) story structure.

3. The Name of the Condominium. This Condominium Regime shall be known as: ROLAND HEIGHTS CONDOMINIUM,

4. Units.

A. Residential Units.

1. Each Residential Condominium Unit shall be conveyed by the name of the Condominium and its Unit-number (which number is designated on Sheets 2 through 8 of the Plats for said Condominium). The dimensions, area, and location of each Residential Condominium Unit are shown on the Plats of the Condominium as described above.

2. Each Residential 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.

3. Each Residential Condominium Unit shall consist of:

a. The lower vertical boundary (the "bottom of the Unit") of each Residential Condominium Unit is a horizontal plane, the elevation of which coincides with the lower vertical elevation shown on the Plats, extending to intersect the lateral boundaries thereof. The upper vertical boundary (the "top of the Unit") is a horizontal plane, the elevation of which coincides with the upper vertical elevation as shown on the Plats, extending to intersect the lateral boundaries thereof. The lateral boundaries (the "sides of the Unit") of each unit are the vertical planes coinciding with the outermost boundary lines of the units, as shown on the Condominium Plats, extending to intersect the upper and lower vertical boundaries thereof and the other lateral boundaries of the unit.

b. 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;

c. Improvements which shall include, but not be limited to: Interior and exterior doors; all walls or partitions lying within the boundaries of the unit; the exposed surface of any and all flooring or floor treatment; windows; pipes; conduits; ducts; switches; vents; wiring; fixtures or other facilities for the provision of heat, ventilation, air conditioning, plumbing, electrical power, lighting, telephoning, air conditioning, television reception (to the extent such ownership is not retained by the company supplying such service); and all plumbing, electrical and mechanical equipment within the Unit designated for use by that Unit only;

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

4. Each Residential Condominium Unit in the building shall be used only for residential purposes by the Unit Owner or Owners thereof, his family, guests, invitees, or other occupants, or the lessees of the Unit Owner, their families, guests, invitees or other occupants, except as otherwise provided in Paragraph 19 below; and, except that the Board of Directors of the Council of Unit Owners (hereinafter, the "Board") 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 for a period of less than thirty (30) days.

B. Parking Space Condominium Units.

1. Each Parking Space Condominium Unit shall be conveyed by the name of the Condominium and its Unit No. (connoted with the prefix "P-") as designated on Sheet 2 of the Plats for said Condominium. The dimensions, area, and location of each Parking Space Condominium Unit are shown on the Plats of the Condominium as described above.

2. Each Parking Space Condominium Unit shall consist of the three-dimensional air space within a rectangular box, the base of which is the outline of the Parking Space Condominium Unit as shown on the Condominium Plat. The lower vertical boundary of any such Parking Space Condominium Unit is a horizontal plane abutting and coincident with but not including the uppermost side of the pavement, extending to intersect the lateral boundaries thereof. The upper vertical boundary is a horizontal plane abutting and coincident with but not including the lower most surface of the concrete floor above, extending to intersect the lateral boundaries thereof. The lateral boundaries of such Parking Space Condominium Units are the vertical planes which form the front, rear and sides of the outline of the rectangle shown on the Plat extended so as to intersect the above-mentioned lower and upper boundaries. The boundary of the front, rear and sides of any Parking Space Condominium Unit which adjoins any perimeter wall shall be a vertical plane abutting or adjacent to the interior finished surface of that wall.

C. General Provisions Applicable to Both Residential Condominium Units and Parking Space Condominium Units.

1. Hereafter, reference to "Unit" or "Units" shall mean both Residential Condominium Units and Parking Space Condominium Units, unless otherwise expressly set forth.

2. 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

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

4. 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 the Act, or buildings or structures rendering service or providing recreational facilities to the Regime, and associated improvements for the exclusive use and benefit of all Unit Owners, except for the Parking Space Units and any reconstruction thereof.

5. Percentage Interests.

A. Each Unit shall have the same 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, portion of a party wall, roof, column, girder, beam, support, stairway, flooring lying outside the boundaries of the Units, entrance halls, partitions lying outside boundaries of the Units, uncovered parking areas, lobby, pool and other recreational areas, including that directly paving and striping in the garage area including as the Parking below those three dimensional air-spaces designated as the Parking Space Units, elevators, lawn areas, trees and shrubbery, conduits, sewers, water and other utility mains, pipes, storm drains and other lines, exterior lighting, flue stacks, and all other devices rationally of common use and necessary to the upkeep, use and safety of the building; and all other parts of the Regime and apparatus and installations existing in the building for common use or necessary or convenient to the existence, maintenance or safety of the Regime.

B. The General Common Elements shall be exclusively owned in common by all of the Unit Owners. The General 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.

C. Except as hereinabove provided, all Common Elements in Roland Heights Condominium are subject to perpetual easements 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.

D. 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.

E. 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 or waiver of the use or enjoyment of the Common Elements, or any of them, or by the abandonment of his Unit. The contribution of each Unit Owner toward Common Expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Baltimore City simultaneously herewith (hereinafter called the "By-Laws").

F. The Limited Common Elements, as defined in the Act, shall consist of those designated as such on the Condominium Plat. The Limited Common Elements are reserved for the exclusive use of the Unit Owners of the Unit or Units adjacent to any Limited Common Element or Limited Common Elements, or to which they are declared to be appurtenant thereto by appropriate designation on the Condominium Plat. The Limited Common Elements shall not include any utility mains, pipes, ducts, water mains or other utility lines which may lie within the boundaries of the Limited Common Elements. Said utility mains, pipes, etc., shall remain General Common Elements and as such shall not be obstructed, damaged or interfered with by any Unit Owner.

7. Condominium Units and Common Elements.

A. If any Common Elements, or any part thereof, now or at any time hereafter, encroaches upon any Unit, or any Unit encroaches upon any Common Element or other Unit, whether such encroachment is attributable to construction, settlement, or shifting of the building, or any other reason whatsoever beyond the control of the Board or any Unit Owner, there shall forthwith ~~be~~ a case, 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 or for the Unit Owner, their respective heirs, personal representatives, successors and 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.

A. In addition to the easements reserved on the plats aforesaid for the benefit of the Developer, its successors and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust:

1. 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.

2. Developer hereby reserves unto itself, its successors and assigns, an easement in, upon, through and over the Common Elements for as long as the said Developer, its successors and assigns and Mortgagees, Beneficiaries 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 the 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 six (6) 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, upon the giving of reasonable notice to the Unit Owner.

3. 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.

4. 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 building or which may come into existence hereafter as a result of the reconstruction of the building 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 building stands.

B. The Council of Unit Owners or authorized designee shall have an irrevocable right and easement to enter Units to make repairs when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium Regime. Except in cases involving manifest danger to public safety or property, the Council of Unit Owners shall make a reasonable effort to give notice to the Owner of any Unit to be entered for the purpose of such maintenance and repair. If damage is inflicted on the Common Elements of any Unit through which access is taken, the Unit Owner responsible, or the Council of Unit Owners if it is responsible, is liable for the prompt repair thereof. An entry by the Council of Unit Owners for the purposes specified in this Paragraph may not be considered a trespass.

C. The Council shall have the authority to grant such easements, rights-of-way, licenses, leases in excess of one (1) year or similar interest through or over the Common Elements as is provided in the Act.



10. Units Subject to Declaration, By-Laws and Rules. All present and future owners, tenants, and other 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 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, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or other 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 and Voting 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 Owner shall be entitled to cast on each question before the Council, a vote equal to the total number of votes attributable to that Unit as set forth in "Exhibit 2".

12. Notice to Mortgagees. All amendments to this Declaration affecting those limitations contained in Section 11-103(c)(1)(i) through (iv) of the Act, as amended, must be approved in writing by the holder of any mortgage or the Beneficiary or Trustee under any Deed of Trust on any Unit and said holder or Beneficiary 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 18 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, Repair and Replacement.

A. The following items of maintenance, repair and replacement shall be performed by the Unit Owner and such maintenance, repair and replacement shall not be an item of Common Expense subject to the lien of assessments credited herein:

1. The repair, replacement and maintenance of all glazing in Units including windows and doors;

2. The washing of all exterior windows and glass door lites;

3. The repair and maintenance of the air conditioning, heating, mechanical and plumbing equipment serving only that Unit Owner's specific Condominium Unit.

B. Expenses incurred by the Council for maintenance of Limited Common Elements may be assessed against the Unit Owner(s) who enjoy the exclusive right to use such Limited Common Elements. Assessments for charges incurred pursuant to this Paragraph 14 B may be levied and enforced in the same manner as assessments for Common Expenses.

5. 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) reappointment 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 of 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 the 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 areas of the Unit prior to the taking. Those Units not the subject of the taking shall have their respective Percentage Interests adjusted accordingly, by computing the revised Percentage Interest of each such Unit as the percentage of square feet for each such Unit after the taking to the total square footage of all Units after the taking, thereby assuring that the total Percentage Interests for all Units will always equal one hundred (100) percent. The Council of Unit Owners promptly shall prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units. 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 or grant in lieu 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 Roland Heights 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. The affairs of the Condominium shall be governed by the Council, an entity incorporated as a non-stock corporation, organized and existing under the laws of Maryland, the members of which shall be the Unit Owners. The Council shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by the provisions of this Declaration, the By-Laws or applicable law. 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 amendments need only be signed and acknowledged by the Developer and recorded among the Land Records of Baltimore City. 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 officers of the Council in the absence of the President, who shall thereupon call a special meeting of the Council for a date not less than ten (10) days nor more than ninety (90) 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 ten (10) days, nor more than ninety (90) 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 eighty percent (80%) of the Unit Owners of the Regime, as then constituted, 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 Baltimore City, 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, amendments affecting those limitations contained in Section 11-103(c)(1)(i) through (iv) of the Act must be approved by written consent of all Unit Owners of the Regime and 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.

19. Commercial Use Unit. Notwithstanding anything herein above contained to the contrary, Unit 18 may be used as an office for physicians, attorneys, accountants, or other professionals, provided that such use is in conformity with zoning and other applicable law.

20. Effect of Prior Leases of Parking Areas. Certain portions of the parking areas, including several of the parking spaces in the Space Condominium Units and several of the parking spaces which are located upon and are part of the Common Elements, are subject to the operation and effect of certain leases entered into prior to the date of recordation of this Declaration. The rights of purchasers of parking spaces in this Declaration. The rights of purchasers of parking spaces in this Declaration 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.

21. 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.

22. 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.

*Ref. Declaration + By-Laws  
Feb 27, 1968*

*Ref Declaration  
Lib SE B 1627  
Folio 321*

*By-Laws  
Lib SE B 1627  
Folio 341*

23. 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.

24. 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.

25. 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:

4401 JOINT VENTURE, a Maryland  
General Partnership  
By: Harkins/Roland, Inc.  
General Partner

By: [Signature] (SEAL)  
James A. Brown, Jr.,  
Vice President

STATE OF MARYLAND, COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of February, 1988, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared James A. Brown, Jr., Vice President Harkins/Roland, Inc., a body corporate, which body corporate is a General Partner of 4401 Roland Avenue Joint Venture, who acknowledged that he executed the foregoing Declaration on behalf of 4401 Joint Venture, being authorized so to do, for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: 7/1/90

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

4401 JOINT VENTURE, a Maryland  
General Partnership  
By: Harkins/Roland, Inc.  
General Partner

By: [Signature] (SEAL)  
James A. Brown, Jr.,  
Vice President

## 4401 ROLAND AVENUE

## Engineering Description

## TRACT OUTLINE

BEGINNING for the same at the point on the easterly side of Roland Avenue, 120 feet wide, said point being at the end of the fifth or North 81°13'00" West, 116.73 foot line of Parcel One of Exhibit A described in a Deed dated April 22, 1983 from Marshall B. Coyne, et al, to 4401 Joint Venture, a Maryland General Partnership and recorded among the Land Records of Baltimore City in Liber S.E.B. 47, at folio 489, thence binding on said Roland Avenue and on the sixth and a portion of the seventh line of said Parcel One for the following two courses and distances, (1) North 07°14'30" West, 9.81 feet; (2) North 08°08'30" West, 333.77 feet to the beginning of the fifth or North 08°08'30" West, 66.79 foot line of a Deed dated March 18, 1969 from the Rolbait Corporation to the Mayor and City Council of Baltimore, and recorded among the aforementioned Land Records in Liber R.H.B. 2793, at folio 241, thence binding reversely on the fourth and third lines thereof and on the southerly side of West Cold Spring Lane for the following two courses and distances; (3) Northeasterly along a curve to the right, having a radius of 1000.00 feet, for a distance of 183.41 feet, being subtended by a Chord bearing and distance of North 77°24'36" East, 183.16 feet; (4) North 82°39'52" East, 67.40 feet to a point on the second or South 08°08'30" East, 480.69 foot line of the aforementioned Parcel One, 52.14 feet from the beginning thereof, thence binding reversely thereon; (5) North 08°08'30" West, 10.43 feet to the beginning of the first line of Parcel One of a Quit-Claim Deed dated April 29, 1983 between Marshall B. Coyne and 4401 Joint Venture and recorded among the aforementioned Land Records in Liber S.E.B. 47, at folio 489, thence binding of the first through the fourth lines thereof for the following four courses and distances; (6) North 81°51'30" East, 13.00 feet; (7) South 08°08'30" East, 245.00 feet; (8) North 81°51'30" East, 15.00 feet; (9) South 08°08'30" East, 54.30 feet to a point on the second or North 82°19'40" East, 67.64 foot line of Parcel Two of the aforementioned Deed from Marshall B. Coyne, et al, to 4401 Joint Venture, 27.82 feet from the beginning thereof, thence binding on the second and third lines of said Parcel Two for the following two courses and distances, (9) North 82°19'40" East, 39.82 feet; (10) South 08°08'30" East, 144.64 feet; thence binding on the fourth line of

said Parcel Two and the third line of said first mentioned Parcel One, (11) South-86°27'00" West, 183.27 feet; thence continuing on the fourth and fifth lines of said first mentioned Parcel One for the following two courses and distances, (12) North 47°48'30" West, 37.00 feet; (13) North 81°13'00" West 116.72 feet to the point of BEGINNING.

Containing 2.6108 acres of land, more or less.

BEING all of Parcel One and all of Parcel Two of a Deed dated April 22, 1983 from Marshall B. Coyne, et al, to #401 Joint Venture, and recorded among the Land Records of Baltimore City in Liber S.E.B. 47, and recorded all of Exhibit A described in a Quit-Claim Deed, dated April 29, 1983 between Marshall B. Coyne and #401 Joint Venture and recorded among the aforementioned Land Records in Liber S.E.B. 47, at folio 494.

Being subject to a Reciprocal Easement Agreement dated June 30, 1976 and recorded at Liber 3375, folio 151 and re-recorded at Liber 3383, folio 571 among the Land Records of Baltimore City, between Marshall B. Coyne, et al, Roland Park Limited Partnership and Roland Springs Community Association.

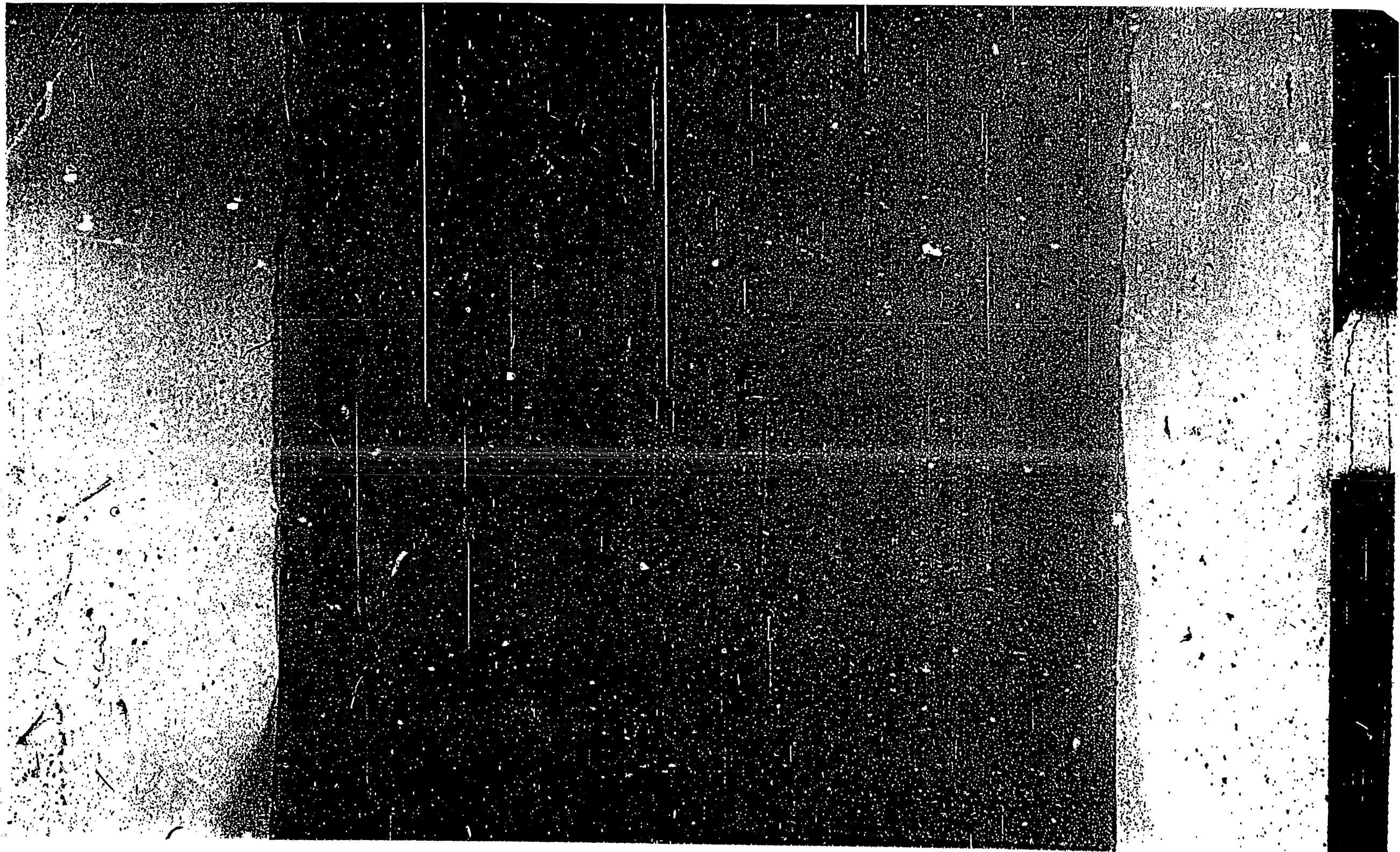


EXHIBIT "2"

PERCENTAGE INTEREST IN THE COMMON ELEMENTS, COMMON EXPENSES AND COMMON PROFITS AND

VOTES ATTRIBUTABLE FOR UNITS

Unit #	\$Interest	Votes	Unit #	\$Interest	Votes
1A	.88%				
1B	1.32%	1.32%			
101	.99%	.99%	501	.99%	.99%
102	1.43%	1.43%	502	1.43%	1.43%
103	.99%	.99%	503	.99%	.99%
104	1.32%	1.32%	504	1.32%	1.32%
105	1.32%	1.32%	505	1.32%	1.32%
106	1.32%	1.32%	506	1.32%	1.32%
107	1.32%	1.32%	507	1.32%	1.32%
108	.99%	.99%	508	.99%	.99%
109	.99%	.99%	509	.99%	.99%
110	.99%	.99%	510	.99%	.99%
111	.99%	.99%	511	.99%	.99%
112	.99%	.99%	512	.99%	.99%
114	.99%	.99%	514	.99%	.99%
115	1.43%	1.43%	515	1.43%	1.43%
201	.99%	.99%	601	.99%	.99%
202	1.43%	1.43%	602	1.43%	1.43%
203	.99%	.99%	603	.99%	.99%
204	1.32%	1.32%	604	1.32%	1.32%
205	1.32%	1.32%	605	1.32%	1.32%
206	1.32%	1.32%	606	1.32%	1.32%
207	1.32%	1.32%	607	1.32%	1.32%
208	.99%	.99%	608	.99%	.99%
209	.99%	.99%	609-611	1.98%	1.98%
210	.99%	.99%	610-612	1.98%	1.98%
211	.99%	.99%	614	.99%	.99%
212	.99%	.99%	615	1.43%	1.43%
214	.99%	.99%	P-1	.06%	.06%
215	1.43%	1.43%	P-2	.06%	.06%
301	.99%	.99%	P-3	.06%	.06%
302	1.43%	1.43%	P-4	.06%	.06%
303	.99%	.99%	P-5	.06%	.06%
304	1.32%	1.32%	P-6	.06%	.06%
305	1.32%	1.32%	P-7	.06%	.06%
306	1.32%	1.32%	P-8	.06%	.06%
307	1.32%	1.32%	P-9	.06%	.06%
308	.99%	.99%	P-10	.06%	.06%
309	.99%	.99%	P-11	.06%	.06%
310	.99%	.99%	P-12	.06%	.06%
311	.99%	.99%	P-13	.06%	.06%
312	.99%	.99%	P-14	.06%	.06%
314	1.43%	1.43%	P-15	.06%	.06%
315	.99%	.99%	P-16	.06%	.06%
401	1.43%	1.43%	P-17	.06%	.06%
402	1.43%	1.43%	P-18	.06%	.06%
403	.99%	.99%	P-19	.06%	.06%
404	1.32%	1.32%	P-20	.06%	.06%
405	1.32%	1.32%	P-21	.06%	.06%
406	1.32%	1.32%	P-22	.06%	.06%
407	1.32%	1.32%	P-23	.06%	.06%
408	.99%	.99%	P-24	.06%	.06%
409	.99%	.99%			
410	.99%	.99%			
411	.99%	.99%			
412	.99%	.99%			
414	.99%	.99%			
415	1.43%	1.43%			



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BY-LAWS

ROLAND HEIGHTS CONDOMINIUM, INC.

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BY-LAWS

ROLAND HEIGHTS CONDOMINIUM, INC.

ARTICLE I

Name, Location and Function

Section 1. Name and Location. The name of the Condominium is Roland Heights Condominium. The principal office and mailing address of the Council of Unit Owners is 4401 Roland Avenue, Baltimore, Maryland 21210. Pursuant to the provisions of Paragraph 17 of the Declaration, and in accordance with the provisions of Section 11-109 of the Real Property Article of the Annotated Code of Maryland, the affairs of the Condominium shall be governed and administered by the Council of the Unit Owners known as "Roland Heights Condominium, Inc.", an entity incorporated as a non-stock corporation under the provisions of the Corporations and Associations Article of the Annotated Code of Maryland.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein means that certain Declaration made the \_\_\_\_\_ day of \_\_\_\_\_, 1987, by 4401 Joint Venture, a Maryland general partnership, pursuant to Sections 11-101 et seq., of the Real Property Article of the Annotated Code of Maryland, 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 Baltimore City, 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, 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, general partnership, limited partnership, 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 a Unit 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 improvements of the Regime pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland, 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.

#### 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 percent (50%) of the percentage interest in the Condominium have been conveyed to purchasers for value, but in no event later than October 7, 1989. Thereafter, annual meetings of the Council shall be held on the First Tuesday in March 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. All meetings of the Council shall be open except as provided by the Act.

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 deliver or 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, not less than ten (10) nor more than ninety (90) days prior to such meeting unless the Act provides for a shorter time in which case, the Act will control. Service of the Notice 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. 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, 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 the number of votes held by the Unit Owner under the provisions of the Declaration. The votes established in Paragraph 11 of the Declaration shall be applicable to voting rights. The majority vote of the Unit Owners present and voting representing fifty-one percent (51%) of the votes at that meeting shall decide the question presented, 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, Lessee or any other person, as his proxy. Any proxy must be in writing and filed with the Secretary, and is revocable at any time by the Unit Owner granting it. A proxy not appointed to vote as directed may only be appointed and used for purposes of meeting quorums and for voting on matters of business before the Council of Unit Owners, and not for purposes of election of officers and members of the Board of Directors. Only proxies containing a designation of candidates to be voted for may be used during an election of officers or members of the Board of Directors.



## 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, which number may be increased by the Council, a majority of whom, after the Organizational and First Meeting 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 Baltimore City, Maryland until such time as their successors are duly chosen and qualified are as follows: Stephen Stavrou, Andrew Anastasi and James A. Brown, Jr. 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 or Beneficiaries, 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 and upkeep 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 grant easements, rights-of-way, licenses, leases in excess of one (1) year or similar interests for the provision of communication systems, 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; for any other purpose as may be considered necessary and appropriate by the Board for the orderly maintenance, reservation 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. Nothing in this Section shall enlarge the authority granted to the Board by the Act and all actions of the Board shall be in conformity with the Act;

(c) 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;

(d) To designate, hire and/or dismiss 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, and local law, the Declaration and these By-Laws; and

(e) To promulgate and enforce such Rules, and such restrictions or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the Regime and 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 and local law, the Declaration and these By-Laws.

Section 4. 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 two (2) years and the Directors receiving the second and third greatest number of votes 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 one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting. Notice of election must be sent or delivered to all Unit Owners not less than ten (10) nor more than ninety (90) days prior to the meeting.

Section 5. 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 6. 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 5 of this Article.

Section 7. 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 8. 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 9. Regular Meetings. At least annually the Board shall send each Unit Owner notice of its meetings. All meetings of the Board shall be open except as provided in the Act. 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) 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 10. 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 11. 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 12. 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 13. Action Without Meeting. Except as required by the Act, any action by the Board, except adoption of the budget, 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 14. Fidelity Bonds. The Board shall require that all officers and employees of the Council handling or responsible for Council or trust funds shall furnish adequate fidelity bonds, of not less than \$75,000 and with a corporate surety satisfactory to the Board. The premiums on such bonds shall be paid by the Council, except that any fidelity bonds required to be provided by any professional management company as a condition of employment for management of the Condominium may be required by the Council, in its discretion, to be paid by the management company. The Council shall be named as obligee (or as an additional obligee in the case of a management company's bond) under the bond. Any such fidelity bond must include a provision requiring ten days' written notice to the Council and each Mortgagee before cancellation or substantial modification.

Section 15. Nominations. At least sixty (60) days before each annual meeting of the Board, President shall appoint a Nominating Committee of three (3) Unit Owners, at least one of whom shall not then be a Director. Such Nominating Committee, after considering the qualifications of respective nominees shall select one or more nominees for each directorship to be filled at such annual meeting, and shall present its nominations to the Secretary not later than fifteen (15) days before such annual meeting. Also, not less than forty-five (45) days prior to the delivery of the notice of meeting, a call for nominations shall be sent to all Unit Owners. Any Unit Owner may nominate a candidate for each directorship to be filled at any annual meeting by presenting such nomination to the Secretary in writing signed by such Unit Owners. By not later than fifteen (15) days before the date of such annual meeting, each Unit Owner and proxy holder shall be furnished a written list of all such nominees for directorships and shall be furnished with a ballot for the directorial election. A Unit Owner may nominate himself or any other Unit Owner to be a member of the Board of Directors. Only nominations made at least fifteen (15) days before notice of an election shall be listed on the election ballot. Candidates shall be listed on the ballot in alphabetical order, with no indicated candidate preference. Nominations may be made from the floor of the meeting at which the election to the Board is held. Election materials prepared with funds of the Council of Unit Owners shall list the candidates in alphabetical order and may not not indicate a candidate preference.

## ARTICLE VI

### Officers

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary/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 Book (The Roster)" 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 otherwise if made in good faith. The officers and directors shall have no 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:

(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 any 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) 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 elect.

(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, except as provided in the Declaration, including such furnishings and equipment for the General and Limited 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 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 such maintenance, repair or replacement 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.

Section 2. Management Agent. The Board shall employ a professional Management Agent at a rate of compensation established by the Board. The Council shall not undertake "self-management" or otherwise fail to employ a professional Management Agent. The Board may 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 thirty (30) days written notice and any such contract shall have a maximum term of one (1) year. The Management Agent who shall serve upon recordation of the Declaration shall be HAI Management, Inc. ("HAI"), 12301 Old Columbia Pike, Silver Spring, Maryland 20904. Management by HAI shall not be considered "self-management" by the Council.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council, if any, the Owner of each Unit shall, at his own expense, maintain, repair and replace 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, each Unit Owner shall, at his own expense, maintain, repair and replace those items referenced in Paragraph 4 of the Declaration; and all Unit Owners shall, at their own expense, maintain, repair and replace any plumbing fixtures; heating and air conditioning equipment; lighting fixtures; refrigerators; freezers; dishwashers; washers and dryers; 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 which is his responsibility with the Management Agent and the cost of the same shall be assessed as provided in Section 1(i) 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(i) hereof. In addition, each Unit Owner shall and does hereby grant right of entry to any person authorized by the Board to provide extermination or other services or repairs necessary to maintain the Regime, including Units, in a clean and sanitary condition. Except in the event of emergency situations, the Board shall provide reasonable notice to Unit Owners prior to exercising such right of entry.

Section 5. 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 Assessments

#### Section 1. Annual Condominium 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 budget, 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

(b) In addition, each Unit Owner shall pay to the Council, monthly, the amount of any fine levied against him pursuant to any Rules 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.

(c) The Board shall determine the amount of the assessment annually by preparation and adoption of an annual proposed budget as provided in Section 11-109.2 of the Act. A copy of the proposed budget shall be delivered to each Unit Owner at least thirty (30) days prior to its adoption. The budget shall be amended only in accordance with the Section of the Act aforesaid.

(d) The omission of the Board, before the expiration of any budget period, to adopt a budget 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 the Act, or a release of assessment installment thereof, for that or any subsequent budget period, but the budget fixed for the preceding period shall continue until a new budget 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. Expenditures increasing the annual assessment in excess of fifteen percent (15%) shall be levied as provided in the Act.

(e) The enumeration of the rights of the Council and Board contained in this Article IX is made in furtherance, and not in limitation, of the rights and remedies conferred by law upon the Council, or the Board, to collect the Common Expenses or enforce any lien against any Unit, and is not intended, by mention of any particular right or remedy, to limit or restrict the Council, or the Board, which shall have all powers and rights necessary or convenient for collection of the common expenses.

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 ten (10) days, but not more than ninety (90) 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, 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 for 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.

(b) All assessments, fines, or other charges, until paid, together with interest at the maximum rate permitted on them, actual costs of collection, reasonable attorneys' fees or attorneys' 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. All Statements of Condominium Lien shall be prepared and established pursuant to the Act and all other statutory requirements now or hereafter in effect pertaining to the establishment and enforcement of statements of lien for condominium assessments in the State of Maryland, including but not limited to the Maryland Contract Lien Act. 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 Baltimore City. 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 or damages for which the lien is claimed the Unit Owner shall be entitled to a recordable satisfaction of the lien.

(c) Any assessment or installment thereof, or damages 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 or damages 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, levied pursuant to these By-Laws, the entire balance of said assessment may be accelerated at the option of the Board, and be declared due and payable in full. A demand for acceleration by the Board shall not be enforceable unless the Board, within fifteen (15) days of a Unit Owner's failure to pay an installment, notifies the Unit Owner that if the Unit Owner fails to pay the monthly installment within fifteen (15) days of the notice, full payment of the remaining annual assessment will then be due and shall constitute a lien as provided above.

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 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 establishment of the Statement of Condominium Lien.

Section 8. Subordination and Mortgage 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 these By-Laws 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 throughout these By-Laws 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 Residential Condominium 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 and except as provided in this Section, and except for Unit 1B as provided under the Declaration in Paragraph 19 thereof. 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 in any Unit and/or on any part of the Regime 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 construction of or the Developer's sale of the Condominium Units. 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 sixty (60) days thereafter.

(b) If any Unit Owner shall lease his unit for residential purposes, such lease shall first be submitted to the Board for its approval. No portion of any Unit (other than an entire Unit) shall be leased for any period. 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 of the Board, as promulgated from time to time, and all restrictions and conditions imposed by the Declaration, By-Laws, and Rules in force at the time of signing said lease. If the Unit Owner fails to provide these documents, the Board may provide said documents, 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 subparagraph, 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 by the 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 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 of any General Common Elements, except as herein provided. Nothing shall be stored upon any General 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 one (1) dog, and/or one (1) cat, 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 upon the General Common Elements only on a



leash. The authorization to keep pets within units as contained within this Section 3(e) shall be subject to annual review by the Board of Directors and may, in the Board's sole discretion and without the need of amendment to this Section, be amended, modified, or revoked by rules promulgated by the Board. Notwithstanding the revisory power of the Board stated above, any pet kept within a unit as of the date of any amendment, modification, or revocation of the authorization shall be allowed to remain within the Unit, provided it does not constitute a noxious or offensive activity as covered in Section 3(a) of this Article.

(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, recreational vehicle or the like shall be kept upon any Common Elements, nor within any Parking Space Units, 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 its sole 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 permission 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) No items or materials shall be hung on the exterior of the building or draped from windows over the exterior of the building except sales materials which may be utilized by the Developer.

(m) No window treatments shall be installed in any Unit which do not have a white backing.

(n) 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.

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

(p) There shall be no violation of any Rules, 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.

(q) The Board shall have the power to levy fines against Unit Owners for violation of these By-Laws or the Rules promulgated by the Board hereunder. Said power to levy fines is specifically subject to Article XII hereof. The Board shall also have the right to enforce compliance by injunction or other legal means as the Board deems appropriate.

Section 4. Parking Space Condominium Units. All Parking Space Condominium Units shall be used solely for parking and storage of motor vehicles. No commercial activity shall be permitted from these Parking Space Condominium Units, including commercial automobile work, repair, or extraordinary maintenance.

#### 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 light, 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, approval will not be required and this Article will be deemed to have been fully complied with. If plans and specifications are not submitted, any and all alterations and/or changes shall be deemed violations of this Article.

## ARTICLE XII

### Hearing Procedures

Section 1. Statement of Purpose. It is the declared intention of the Council that Rules shall be adopted freely by the Board, and without the requirement of a vote of the Council as a requisite to their adoption. Each Rule adopted shall state that the Rule was adopted under the provisions of this Article and Section 11-111 of the Act. All Rules are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these By-Laws. Should any adopted rules contradict any provisions of these By-Laws, as amended, said provisions of these By-Laws shall take precedence.

Section 2. Rules. All Rules 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. Rule Adoption - Hearing and Comment.

(a) Any notice of hearing so required shall include a copy of the proposed rule, its proposed effective date, the date, time, location, and agenda of the hearing, and shall be communicated by the Board to the Council by published form, or by any reasonable manner. The notice must be given to the Council at least fifteen (15) days prior to the meeting date.

(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) After comment is held on the proposed rule at the hearing, the Board shall vote on its passage. The rule will be adopted upon a majority vote of those members of the Board present and voting.

(e) The rule will be considered enacted unless, within fifteen (15) days after the Board vote, a petition calling for a special meeting is filed with the Board. The petition must be signed by at least fifteen percent (15%) of the Council of Unit Owners. Following the filing of a petition, the Board shall schedule a special meeting of the Council of Unit Owners, to be held within thirty (30) days after the Board's receipt of the petition. Written notice of the meeting must be given to each Unit Owner at least fifteen (15) days prior to the special meeting date.

(f) A quorum of the Council of Unit Owners must be in attendance at the special meeting. If a quorum is not present, the rule will be considered final. If a quorum is present, and fifty percent (50%) of the Unit Owners present and voting disapprove the rule, the rule will be considered void; provided those Unit Owners voting to disapprove number at least thirty-three percent (33%) of the total votes of the Council of Unit Owners.

#### 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 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.

(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. Effect of Rules. Any Rules, 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, 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 may not be less than the full replacement cost of all insurable improvements within the Condominium; the policy may, however, contain a "deductible" provision provided the total insurance after application of deductibles will 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

(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) The Council shall give notice to all Unit Owners of the termination of any insurance policy within ten (10) days of termination. 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 the 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.

(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, "alterations BY THE DEVELOPER THAT THE CONDOMINIUM MASTER POLICY REFERRED TO IN SECTION 1 OF THIS ARTICLE DOES NOT INSURE ANY ADDITIONS, ALTERATIONS, 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 damaged or destroyed portion of 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

(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 credited 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, after reasonable notice of a request for inspection is given to the custodian of the records.

## ARTICLE XVI

### Amendments

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing sixty-six and two-thirds percent (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 Baltimore City. 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

##### Notice to Council

Section 1. Ownership-Book (The Roster). 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 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, the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, if applicable, in writing if any loss or taking of the Common Elements exceeds Ten Thousand Dollars (\$10,000.00) or if damage to a Unit exceeds One Thousand Dollars (\$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. Dennis J. Hoover, Two East Fayette Street, Baltimore, Maryland 21202, 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 State Department of Assessments and Taxation. Following the first annual meeting of Council, the names and mailing addresses of the officers and directors shall be registered with the Department of Assessments and Taxation. An updated list of said officers, directors, resident agent and managing agent, if any, shall be provided to the Department of Assessments and Taxation on the following April 15th and each April 15th of each and every year thereafter during the continuation of the Condominium.

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.

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 the Developer, this 29th day of February, 1988.

WITNESS:

DEVELOPER:

4401 JOINT VENTURE, a Maryland General Partnership  
By: Barkins/Roland, Inc.  
General Partner

*[Handwritten Signature]*

BY *[Handwritten Signature]*  
James A. Brown, Jr.,  
Vice President (SEAL)

STATE OF MARYLAND, COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY that on this 29th day of February, 1988, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared James A. Brown, Jr., Vice President of Barkins/Roland, Inc., a body corporate, which body corporate is a General Partner of 4401 Joint Venture, who acknowledged that he executed the foregoing By-Laws on behalf of 4401 Joint Venture, being authorized so to do, for the purposes therein contained and for the purpose of establishing and administering the Condominium as set forth in the Declaration.

AS WITNESS my hand and Notarial Seal

*[Handwritten Signature]*  
Notary Public

My Commission Expires: 7/1/90

2389 FEB 12 1

ROLAND HEIGHTS CONDOMINIUM, INC.

AMENDMENT TO BY LAWS

THIS AMENDMENT, adopted as hereinafter stated, is and has been an effective amendment to the By Laws of Roland Heights Condominium, Inc. since February 13, 1989.

WHEREAS, proper notice having been given to the unit owners of this Condominium of an organizational meeting to be held on February 13, 1989; and

WHEREAS, one of the stated purposes of the meeting was to consider the number of Directors to serve on the Board of Directors;

and

WHEREAS, at the said meeting of unit owners, a motion was duly made, seconded and unanimously approved that Article V, Section 1 of the By Laws of this Condominium be and it is hereby amended to establish the number of Directors at seven (7) rather than three (3), as previously provided.

WITNESS the hand of the Chairman of the meeting at which the Amendment was adopted.

ROLAND HEIGHTS CONDOMINIUM, INC.

By: Joanne Andrews  
Joanne Andrews, Chairman

CERTIFIED CORRECT:

Janice Gascoyne  
Janice Gascoyne, Secretary of  
the meeting

Date: February 13, 1989

Reference to Engraving B, Jan 5, Feb 16 87 Page 341

RECORDED \$11.00  
INDEXED \$0.00

4967

RECEIVED FOR RECORD  
FEB 15 1990 AT 2 O'CLOCK  
P.M. SAME DAY RECORDED IN LIBER. *827*  
FOLIO *2189*  
ONE OF THE *same* RECORDS OF  
BALTIMORE CITY AND EXAMINED.  
PER *BARBARA M. HARRIS*  
CLERK

~ 4960

189

389 FEB 122

4401 ROLAND AVENUE CONDOMINIUM, INC.

AMENDMENT TO BY-LAWS

THIS AMENDMENT TO BY-LAWS, dated this 1 day of MAY, 2013, by W  
16  
01  
16  
4401 ROLAND AVENUE CONDOMINIUM, INC., (the "Council"), the incorporated council of unit owners of 4401 Roland Avenue Condominium (the "Condominium").

EXPLANATORY STATEMENTS

- A. The Condominium was established by a Declaration dated February 29, 1988 by 4401 Joint Venture., recorded among the Land Records of Baltimore City, Maryland in Liber 1627, Folio 321 et seq. (the "Declaration") and By-Laws dated February 29, 1988 and recorded among the aforesaid Land Records in Liber 1627, Folio 341 et seq. (the "By-Laws").
- B. The Council, at a meeting held on April 30, 2013, considered revising the provisions of Article X of the By-Laws, in order to enact a new provision limiting the number of units which an individual or legal entity may own.
- C. Following due deliberation, the Council duly authorized and approved an amendment to the By-Laws as hereinafter set forth in the manner and by the vote required by law and Article XVI of the By-Laws at said meeting, with a quorum being present, pursuant to Article IV, Section 5 of the By-Laws.

**NOW, THEREFORE**, for the purposes aforesaid, the Council does hereby state and declare as follows:

- 1. That Article X is hereby amended by enactment of the following new Section (5) as follows:
  - (5) Effective immediately upon recordation of this Amendment, no Owner, either alone or in conjunction with any other persons or entities, shall own more than two (2) Units at any given time. For the purposes of this Section, the term "other persons or entities" shall mean and refer to any individual, group of individuals, corporation, limited liability company, partnership, or other entity organized and existing under the laws of the State of Maryland or any other state in which an Owner owns any interest whatsoever. Any Owner owning, either individually or in conjunction with any other persons or entities, more than two (2) Units at the time of recordation of this Amendment shall not be required to divest himself/herself of said units in order to comply with this Amendment; provided, however, that said Owner shall not be permitted to increase the number of Units which he/she owns at the time of recordation of this Amendment.
- 2. Except as set forth above, all other provisions of the By-Laws shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors certify that the foregoing Amendment was approved by the affirmative vote of the Unit Owners having sixty-six and two-thirds percent (66 2/3%) or more of the votes of the Council at a meeting of the Council held for that purpose.

WITNESS:

4401 ROLAND AVENUE  
CONDOMINIUM, INC.

George Berube

BY: John A. Ficklin  
Name: John Ficklin  
Title: President

George Berube

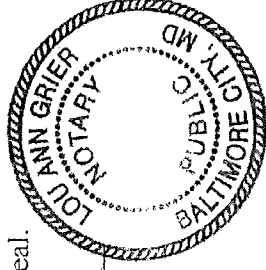
BY: Patricia E. Kinlock  
Name: Patricia Kinlock  
Title: Secretary

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

I HEREBY CERTIFY, that on this 1 day of MAY, 2013, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared John Ficklin and Patricia Kinlock who acknowledged themselves to be the President and Secretary of 4401 Roland Avenue Condominium, Inc., and that they, being authorized so to do, executed the foregoing instrument herein contained by signing for the Council by themselves as President and Secretary.

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

John A. Ficklin  
NOTARY PUBLIC



My Commission Expires: 12/8/13

State of Maryland Land Instrument Intake Sheet

Baltimore City  County

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

Space Reserved for County Validation

1 Type(s) of Instruments  
 Deed  Mortgage Lease  Other Amendment  Other  
 Conveyance Type Check Box  Improved Sale Arms-Length [1]  Multiple Accounts Arms-Length [3]  Not an Arms-Length Sale [9]  
 3 Tax Exemptions (if applicable)  Recordation  State Transfer  County Transfer

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	\$	Transfer Tax Consideration	\$
Any New Mortgage	\$	X ( ) %	\$
Balance of Existing Mortgage	\$	Less Exemption Amount	\$
Other:	\$	Total Transfer Tax	\$
Other:	\$	Recordation Tax Consideration	\$
Full Cash Value:	\$	X ( ) PER \$500 =	\$
Amount of Fees	Doc. 1	TOTAL DUE	\$
Recording Charge	\$ 60.00	Agent:	
Surcharge	\$ 0.00	Tax Bill:	
State Recordation Tax	\$	C.B. Credit:	
State Transfer Tax	\$	Ag. Tax/Other:	
County Transfer Tax	\$		
Other	\$		
Other	\$		

5 Fees

Recording Charge	\$ 60.00	Doc. 1	
Surcharge	\$ 0.00	Doc. 2	
State Recordation Tax	\$		
State Transfer Tax	\$		
County Transfer Tax	\$		
Other	\$		
Other	\$		

6 Description of Property

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

Property Tax ID No. (1) Grantor: Liber/Join Map Parcel No. Varr. LOG  
 Subdivision Name Lot (3a) Block (2b) Sect/AR (3c) Plat Ref. SqrFt(Acreage) (4)  
 Location/Address of Property Being Conveyed (2)  
 Other Property Identifiers (if applicable) Water Meter Account No.

7 Transferred From

Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s)  
 Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s)  
 New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional)  
 4401 Roland Avenue Condominium, Inc.

10 Contact/Mail Information

Instrument Submitted By or Contact Person  Return to Contact Person  
 Name: BRUCE D. BROWN, ESQUIRE  Hold for Pickup  
 Firm: ROSEN HOOVER, P.A.  
 Address: 100 N. CHARLES STREET, SUITE 1010 Phone: (410) 539-6606  
 BALTIMORE, MD 21201  
 11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER  
 Assessment Information: Yes  No  Will the property being conveyed be the grantee's principal residence?  
 Yes  No  Does transfer include personal property? If yes, identify:  
 Yes  No  Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Terminal Verification Agricultural Verification Whole Part  
 Transfer Number Date Received: Deed Reference: Assigned Property No.:  
 Year 20 20 Geo. Map Sub Block  
 Land Zoning Grid Plat Lot  
 Buildings Use Parcel Section  
 Total Town Cd. Ex. St. Ex. Cd.  
 REMARKS:

Space Reserved for County Validation



37-4/B23  
8.26.87

STATE OF MARYLAND

ARTICLES OF INCORPORATION 12/1/87 10:00A  
OF  
ROLAND HEIGHTS CONDOMINIUM, INC.

FIRST: The undersigned, Dennis J. Hoover, whose address is 2 East Fayette Street, Baltimore, Maryland 21202, being over eighteen (18) years of age, hereby forms a corporation under the public general laws of the State of Maryland.

SECOND: The name of the corporation (which is herein-after called the "Condominium") is:

ROLAND HEIGHTS CONDOMINIUM, INC.

THIRD: The purpose for which the Condominium is formed is to provide for the care, management and operation of the Condominium known as "Roland Heights Condominium", which Condominium is intended to be established by Declaration and By-Laws intended to be recorded among the Land Records of Baltimore City, Maryland pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland (hereinafter the "Maryland Condominium Act").

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

- (a) To have perpetual existence subject to the right of the unit owners to terminate the Condominium Regime, as provided in the Maryland Condominium Act or in the Declaration;
- (b) To adopt and amend Rules and Regulations;

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DEC - 1 MW 10 08

73368004

corporations of this State, or foreign corporations, and of associations, partnerships and individuals;

(k) To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes named in the Declaration or By-Laws and to take and to hold real and personal property as security for the payment of funds so invested or loaned;

(l) To regulate the use, maintenance, repair, replacement and modification of the common elements;

(m) To cause additional improvements to be made as a part of the general common elements;

(n) To grant easements, leases, licenses and concessions through or over the general common elements;

(o) To impose reasonable charges for late payment of assessments, violations of the Declaration, By-Laws, and Rules and Regulations of the Association;

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

(q) To provide for the indemnification of and maintain liability insurance for officers, directors, and any managing agent or other employee charged with the operation of the Condominium;

- (r) To exercise any other powers conferred by the Declaration or By-Laws;
- (s) To exercise any other powers necessary and proper for the governance and operation of the Condominium; and
- (t) Generally to exercise the powers set forth in the Maryland Condominium Act and the Declaration, By-Laws, and to do every other matter, act or thing not inconsistent with law, which may be appropriate to promote and attain the purposes set forth in the Maryland Condominium Act, the Declaration or By-Laws, including the right to elect directors, officers and agents, and to define their rights, powers and duties, provided, however, that the Condominium shall not impose or receive any payment, fee or charge for the use, rental or operation of the common elements, other than assessments uniformly imposed against all unit owners.

FOURTH: The address of the principal office of the Condominium in this State is 4401 Roland Avenue, Baltimore, Maryland 21210.

FIFTH: The Resident Agent of the Corporation is Dennis J. Hoover, Two East Fayette Street, Baltimore, Maryland 21202. Said Resident Agent is a citizen of the State of Maryland and actually resides therein.

SIXTH: The Condominium is not authorized to issue capital stock. The membership of the Condominium shall consist of the record owners, as such term is defined in the Declaration, of all units now or hereafter contained in the Condominium.

SEVENTH: The Condominium shall have an initial three member Board of Directors. The number of Directors may be increased or decreased in accordance with the By-Laws of the Condominium but shall never be less than the minimum number required by the applicable provisions of the Corporations and Associations Article of the Annotated Code of Maryland. The names of the Directors who shall act as such until the first annual meeting of the Members of the Condominium and until their successors are duly chosen and qualify are:

James A. Brown, Jr.

Stephen Stavrou

Andrew Anastasi

EIGHTH: Except as the Corporations and Associations Article of the Annotated Code of Maryland may otherwise provide, the Condominium shall indemnify any person against reasonable expenses in connection with any action, suit or proceeding to which he was made a party by reason of his serving or having served either the Condominium or any other entity at the request of the Condominium, in any capacity, while an Officer or Director of the Association unless such persons shall have been adjudicated to have committed gross misconduct or intentional torts. Except as the By-Laws may otherwise provide, no other indemnification shall be provided for any Officer or Director and no indemnification shall be provided for any employee or agent of the Condominium

or any other entity, unless the Board of Directors shall, in its discretion and subject to the By-Laws, so direct.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation, and I acknowledge the same to be my act on this 30<sup>th</sup> day of November, 1987.

WITNESS:

Sandra S. Sparks

Dennis J. Hoover

Dennis J. Hoover  
2 East Fayette Street  
Baltimore, Maryland 21202

ARTICLES OF AMENDMENT  
OF  
ROLAND HEIGHTS CONDOMINIUM, INC.  
CHANGING ITS NAME TO:  
4401 ROLAND AVENUE CONDOMINIUM, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND, DECEMBER 3, 1990 AT 8:35 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CERTIFICATION FEE PAID

RECORDING  
FEE PAID

20.00

NOTICE  
FEE PAID

TO THE CLERK OF THE COURT OF

D2457828

BALTIMORE CITY

IT IS HEREBY CERTIFIED THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL IMPROVEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
JAMES M. PHILLIPS, ESQ.  
PHILLIPS, SLDAN AND SILVERMAN  
10 W. FRANKLIN ST.  
BALTIMORE MD 21201



109C3045566

A 344544

RECORDED IN THE RECORDS OF THE  
STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION OF MARYLAND IN LIBER, FOLD

ARTICLES OF AMENDMENT 12/3/90 at 8:55

Roland Heights Condominium, Inc., a non-stock Maryland Corporation consisting of the unit owners of a condominium regime at 4401 Roland Avenue, Baltimore, Maryland, the same being a condominium apartment house, having its principal office in Baltimore City, State of Maryland (hereinafter called the "Corporation"), hereby certifies to the State Department of Assessment and Taxation of Maryland, that:

FIRST: The Articles of Incorporation is hereby emended by striking the name, ROLAND HEIGHTS CONDOMINIUM, INC., from Item "Second" thereof, and inserting in lieu and in place thereof the following name change:

4401 ROLAND AVENUE CONDOMINIUM, INC.

SECOND: That the address of the Corporation be and the same shall be 4401 Roland Avenue, Baltimore, Maryland 21210, and the Resident Agent shall hereafter be Janice Gascoyne, 4401 Roland Avenue, Baltimore, Maryland 21210.

The Board of Directors of the Corporation, at a meeting duly convened and held on Monday, August 20, 1990, recommended and adopted a Resolution which set forth the aforesaid amendment to the Charter, and that the Resolution was duly adopted by the unit owners constituting the Corporation at a meeting held on the 26th day of November, 1990, after written notice of said meeting was given as provided by law and the by-laws of the Corporation.

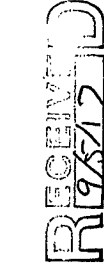
IN WITNESS WHEREOF, Roland Heights Condominium, Inc. has caused these presents to be signed in its name and on its behalf by its President and attested by its Secretary on the 26th day of November, 1990, and directs that they be duly filed.

It is certified under the penalties of perjury that the statements and facts set forth above in the foregoing Articles of Amendment are true and accurate to the best of the knowledge and belief of the undersigned.

ATTEST: 03378445

Janice Gascoyne, Secretary By: Janice Gascoyne, Secretary

ROLAND HEIGHTS CONDOMINIUM, INC.



Date: 08/30/2017

4401 ROLAND AVNEUE CONDOMINIUM, INC.  
PO BOX 20921  
BALTIMORE MD 21209-0921

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : 4401 ROLAND AVENUE CONDOMINIUM, INC.  
DEPARTMENT ID : D02457828  
TYPE OF REQUEST : RESOLUTION  
DATE FILED : 07-24-2017  
TIME FILED : 12:40 PM  
RECORDING FEE : \$25.00  
FILING NUMBER : 1000362010588574  
CUSTOMER ID : 0003570544  
WORK ORDER NUMBER : 0004787121

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT  
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK  
ORDER NUMBER ON ANY INQUIRIES.

Charter Division  
Baltimore Metro Area (410) 767-1350  
Outside Metro Area (888) 246-5941



ENTITY TYPE: ORDINARY BUSINESS - NON-STOCK  
STOCK: N  
CLOSE: N  
EFFECTIVE DATE: 07-24-2017  
PRINCIPAL OFFICE: 4401 ROLAND AVENUE  
BALTIMORE MD 21210  
RESIDENT AGENT: BRUCE BROWN, ROSEN, HOOVER PA  
100 N. CHARLES STREET  
SUITE 1010  
BALTIMORE MD 21201  
BALTIMORE MD 21201

# 4401 ROLAND AVENUE CONDOMINIUM, INC.

October 2, 2006

**TO:** ALL UNIT OWNERS  
4401 ROLAND AVENUE CONDOMINIUM

**FROM:** The Board of Directors  
4401 Roland Avenue Condominium

**RE:** Update of Rules and Regulations

Periodically it is necessary to review and, at times, change, delete, or add to existing Rules and Regulations governing our Association. The Board of Directors made such a review and proposed the following changes at the September 26, 2006 Board meeting.

Attached is the proposed update of the 4401 Roland Avenue Condominium Rules and Regulations. Deletions of words and/or lines are indicated with ~~stricken throughs~~. Additions and changes are *italicized* and underlined.

In accordance with Section §11-111 of the Condominium Act of Maryland, all unit owners are invited to submit written comments to the Board of Directors on the proposed rule changes. **On Tuesday, October 24, 2006, after the regular Board of Directors meeting and presentation of the 2007 Budget, an open meeting will be held to allow each unit owner to comment on the proposed rule changes. After discussion, a vote will be taken by the Council of Unit Owners present representing a quorum. A majority vote of those present and voting is necessary to pass the proposed rule changes. Upon adoption, the effective date of the proposed rule changes will be December 1, 2006.**

Attachment

*"I like to see a man proud of the place in which he lives;  
I like to see a man live so that his place will be proud of him..."*

*Abraham Lincoln*

**RULES AND REGULATIONS  
4401 ROLAND AVENUE CONDOMINIUM**

In order to ensure the peaceful and orderly use and enjoyment of the condominium, the following rules and regulations, to be called "House Rules" governing the conduct of all persons residing in the condominium will be in force, under provisions of Article XII of the By-Laws and Section 11-111 of the Act.

**I. GENERAL RULES**

A. The sidewalks, passageways, stairways, corridors and halls must not be obstructed, encumbered, or used for any purpose other than ingress and egress to and from the condominium units. No ornaments or other decorations shall be placed on the floor of any hallway and no mats of any kind placed at the outside of any unit door. Decorations may be placed on any individual unit doorway. No roller skating/roller blading is permitted inside the building. No skateboarding, bicycle riding, roller blading, or ball playing is permitted on the parking lot.

Residents owning bicycles may keep them in the owners or tenants individual unit and parking space if such is owned, or, by special permission of the Board, store them in a space provided in the garage. If bicycles are taken through the hallways or lobby, they must be pushed, not ridden. Neither the Council nor the Managing Company assumes any responsibility and is to be subject to no liability for any damage or loss of said bicycles or vehicles or materials stored in garage spaces.

B. Residents shall not place anything in, through, or upon the windows of a condominium unit without prior written approval of the Board of Directors. No awnings, air conditioners, or other projections except as are approved in writing in advance by the Board of Directors shall be attached to the outside walls or other parts of the building.

C. Window treatment and decoration:

1. Window treatments may consist of any one or combination of the following, but must meet specifications as noted:

- a. Shades - including vertical, mini, pleated, or standard Venetian blinds, or roller shades, the color exposed to the exterior view of the building being white or off white.
- b. Curtains must be hung so the top of the curtain does not show below the window frame when viewed from outside the building and must be hung so that the bottom of the curtain is below the bottom of the window so that the curtain fall is not obstructed by the window ledge or convector unit, thereby giving a neat appearance when viewed from outside the building.
- c. Draperies must have a white or off white backing and window sheers must be white or off white.
- d. Such window treatments should shall be in good repair.
- e. Window panes shall be clear and free of defect.

2. Compliance with the above regulation must be accomplished within sixty (60) days of occupancy. Interim window treatment must conform to these standards or the windows must be free of any treatment.
3. Failure to adhere to these standards ~~will~~ shall subject the owner of the unit involved to a fine of \$15.00 per day until the Rule is satisfied.
- D. No trash, trash can or garbage receptacle ~~will~~ shall be permitted in the hallways at any time. Trash rooms are maintained within the building. This is a recycling community and trash ~~shewtd~~ shall be disposed of as follows: Newspapers ~~shewtd~~ shall be tied together or placed in paper bags and deposited in the trash room on each floor; plastic, glass or metal containers ~~shewtd~~ shall be rinsed clean and placed in blue recycling bags and deposited in the covered bin provided in each trash room; all other trash, including food wraps and food remnants not suitable for the sink disposal ~~shewtd~~ shall be placed in bags, properly secured and deposited in the chute in each trash room; kitty litter is to be put in durable double plastic bags and deposited from the first floor chute. Garbage ~~shewtd~~ shall be disposed of in garbage disposals provided in unit kitchens. Large cartons ~~shewtd~~ shall be taken to the garage and deposited in the dumpster area. Unit owners ~~will~~ shall be responsible for contacting a responsible agent to dispose of or having removed any large or bulky objects, such as chairs, sofas, stoves, etc., which will not fit in the dumpster.
- E. No sign, advertisement, notice, or other lettering shall be exhibited, painted, or affixed by residents on any part of the exterior of the condominium unit, or any door or window thereof, nor in the halls or any other portion of the interior or exterior of the building, without prior written consent of the Board of Directors. Residents are not permitted to place advertisements or other commercial notices under the doors of other residents. Only notices pertinent to condominium business, i.e., notices from the managing agent, Board of Directors, or condominium committees, are permitted.
- F. Residents shall keep the interior doors to the stairwells of the building closed at all times, except when opened for purposes of ingress and egress. Exterior doors to the lobby and stairwells must be secured when not in use.
- G. Residents shall not hang or shake any carpet, rug or other article out of the windows of the building or in the halls. No clothing shall be hung in the windows. Residents shall not allow anything whatsoever to fall from the windows, be thrown out of the doors, or down the passages or stairwells of the premises. No dirt or other substance ~~shewtd~~ shall be swept into any of the corridors, stairways, or halls.
- H. Residents and/or their guests shall at no time make any disturbing noises in the building, nor do anything that will interfere with the rights, comforts or conveniences of other residents. Residents shall not play any musical instrument, phonograph, radio, or television in the condominium unit between the hours of 11:00 p.m. and 8:00 a.m. if it will disturb or annoy other residents of the building. Residents shall not give vocal or instrumental instruction at any time in any condominium unit.
- I. No wires, cables, or antennae of any type shall be erected on the roof or exterior walls of the building without prior written consent of the Board of Directors. Any cables, wires, or antennae erected in violation of this rule shall be subject to removal by the Board without notice to the resident or owner of the unit.
- J. Residents shall not in any way interfere with the lighting or heating apparatuses in the halls, doorways, stairways, ~~or~~ community room, or garage.
- K. Residents ~~will~~ shall be held responsible and charged for any damage done by their children, employees, visitors, or pets to shrubs, lawns, or other common elements of the condominium.

- L. All property left by or for a resident with any employee of the management company ~~will~~ shall be received by such individual as agent of the resident and not of the Council or management company. Neither the Council nor the management company assumes any responsibility and is to be subject to no liability for any damage or loss of said property. The management company reserves the right to instruct its employees to refuse acceptance of any article at any time.
- M. Residents shall be obligated to cover eighty percent (80%) of the floor area of each room of the unit (including hallways, but excluding kitchens and bathrooms) with carpeting. This rule shall apply to all units except those on the ground floor of the building.
- N. Water beds shall not be permitted in any unit.
- O. Entry into the boiler room is permitted only with express and specific approval of the manager or ~~maintenacee~~ engineer building superintendent of the building.
- P. The telephone in the condominium office is restricted to condominium use and shall not be used by anyone for any other purpose. If anyone wishes to communicate with a Unit Owner, the use of the intercom ~~shetld~~ shall be used instead of the office telephone.
- Q. As a matter of safety, no person shall be permitted to be barefoot in any common area inside of the building or grounds, ~~except~~ in the pool area.
- R. Carts used to transport parcels, etc. shall be returned to the laundry room immediately after use for the convenience of others and to reduce the possibility of a fire hazard.
- S. Each condominium unit shall be occupied on a permanent basis by no more than the following:
1. One bedroom unit - two persons
  2. Two & three bedroom unit - four persons
- Guests for any extended period or temporary help (like such as nurses or companions) ~~shetld~~ shall be registered at the desk.
- T. Any alterations to the common areas, either inside the building or on the grounds, must be approved by the Board.
- U. No smoking or carrying of lighted tobacco products shall be permitted in any common area of the building including elevators and garage.
- V. The installation of washers and dryers in individual units is prohibited. Those units with existing equipment may retain/replace them in perpetuity.
- W. All deliveries and removal of furniture, goods, freight, and other bulky items to the premises ~~shetld~~ shall be through the rear entrance of the lobby building.
- X. Outside of normal business hours, residents shall meet delivery person(s) in the lobby.
- Y. Contractors working in the building shall be licensed, bonded, and insured. Proof of such shall be provided to the managing agent prior to commencement of work.
- Z. Residents shall purchase and affix name plates to their door(s) and mailbox.
- AA. Heat shall be turned on, or before, October 15<sup>th</sup> and air conditioning shall be turned on, or before, May 15<sup>th</sup>.

## II. REGULATION OF RENTAL UNITS

- A. All rental leases for units in the building must have prior approval by the Board of Directors as required by the By-laws.
- B. All rental leases must include the following: "Lessee agrees that his/her use of the condominium unit and the common elements shall be in compliance with the adopted rules and regulations of the 4401 Roland Avenue Condominium, a copy of which has been reviewed by Lessee," and Lessee will shall sign that this has been done and then returned to the manager.
- C. No lease shall be for less than one year.
- D. See also Moving Procedures (Section X and addendum)

## III. AUTHORIZED APARTMENT ENTRY

- A. The manager or ~~resident engineer~~ building superintendent ~~will shall~~ not open a unit door for anyone including guests and service personnel, without written or verbal instructions from the unit owner.
- B. The manager, ~~resident engineer~~ building superintendent, or representative of the management company is authorized to enter any unit at any time when there is evidence of a condition that might endanger a resident's safety, or cause damage to the common elements or another unit.
- C. When using an emergency key for entry, effort ~~should~~ shall be made to contact the resident before entering.
- D. A note shall be left by the management representative whenever a unit is entered for maintenance or as noted in B above.
- E. Residents shall not alter any lock or install a new lock, door handle, or knocker on any door of the condominium unit without prior written consent of the Board of Directors. In the case consent is given, the resident shall provide the manager with a key in a sealed envelope marked "For Emergency Use Only". Owners may re-key the existing lock without permission, but must provide the manager a key as stated above.

## IV. ELEVATORS

The condominium is equipped with two elevators. An owner ~~may~~ shall make an advance reservation for use of one elevator for a specified period of time. Under no other circumstances is anyone to tie up or monopolize the use of an elevator.

## V. VEHICLE PARKING AND GARAGE

- A. The surface parking lot is for the use of residents and their guests.
- B. Cars belonging to residents shall be registered with the receptionist. The receptionist will issue an appropriate identification sticker which is to be installed in the vehicle as instructed. Lost or stolen parking passes should be reported to the front office in a timely manner. There is a ten dollar (\$10.00) fee to replace a lost or stolen pass.
- C. Each unit owner who owns a garage space or renter with access to a garage space has been furnished a door opening device for access to the garage. Any door openers given to other individuals must be registered with the manager.
- D. Vehicles ~~may~~ shall not be washed on condominium premises.
- E. Vehicles ~~may~~ shall be parked only in the spaces marked and provided for the purpose. Vehicles shall not be parked except within the lines of the spaces provided and shall not encroach on any part of another space or on common elements.
- F. Parking is absolutely forbidden in the areas designated as a fire lane. The staff is instructed to call police anytime there is a violation of this rule. A stern prosecution policy ~~will~~ shall be enforced. Groceries and other small items can be unloaded at the front entrance and placed in carts supplied in the laundry room; ~~but the car~~ vehicle must be moved promptly as soon as it has been unloaded.
- G. Residents ~~should~~ shall drive slowly and carefully in, and when exiting, the garage and on the parking lot.
- H. No commercial trucks, except for those belonging to owners, maintenance personnel, or contractors working in the building shall be permitted to park on the parking lot.

## VI. COMMUNITY ROOM

- A. The Community Room is available for residents and their private parties. Advance notice must be given to the manager to reserve the room for exclusive use. The cost of rental of the room will be given at the time a reservation is made. Committee chairpersons may reserve the room exclusively for committee meetings; all other residents will use the room on a shared basis. At no time will the room be made available for a function for which a fee is charged, a product is sold, or for any other commercial purpose; provided however, that this restriction does not apply to functions sponsored by a Board or committee for residents. Any free use of the Community Room must be approved by the Board. A voice vote given to the manager by a majority of the Board ~~will~~ shall be sufficient.
- B. Amplified music shall not be played in the Community Room after 11:00 p.m. The playing of music shall be confined to the Community Room and the door ~~should~~ shall be kept closed so that other residents will not be disturbed.
- C. Any extraordinary cleaning of the room after private use ~~will~~ shall be charged to the person who reserved the room.

## VIII. PETS

- A. No more than two pets shall be allowed per unit.
- B. Dogs or cats that will weigh 30 pounds or more at maturity shall not be permitted in the condominium except with special permission of the Board of Directors.
- C. Owners of pets shall be responsible to remove all excrement deposited by their animals in any common area of the condominium. Animal waste must be put in durable double plastic bags and deposited in the trash chute on the first floor. Failure to comply with this rule shall mean that permission to keep a pet on the premises will be revoked.
- D. Owners shall exercise proper control over their animals so that they do not become nuisances. Excessive noise or molestation of a resident or other animal shall constitute a violation of these rules and shall be grounds for requiring removal of the animal from the premises.
- E. Pets must have the appropriate inoculations against rabies.
- F. All pets must be registered with the manager of the condominium.
- G. All pets must be walked on a leash or carried in hallways, stairways or other inside common areas as well as when outside the building. Owners of pets not abiding by this rule are subject to the Violation Procedure.

## IX. PEST CONTROL

- A. Each unit must be treated at least one time each year for control and eradication of insects and other vermin. Pest control treatments are provided by management at no extra cost, but it is the responsibility of the resident to make arrangements for admission of the pest control technician.
- B. Each unit owner may elect to provide pest control for his/her own unit and provide a certificate from a licensed exterminator thereof to management upon request. The owner shall pay for said independent inspection. These rules will shall be enforced in general interest of all owners and residents.
- C. Pest control treatments more frequently than annually may be requested by the unit owner without additional cost.



## X. MOVING PROCEDURES

- A. No moves, in or out, by owners or tenants are permitted without prior arrangements through the Managing Agent (Village Management, Inc), at 410-323-1778 or 410- 889-4044.
- B. Unit owners and/or lessees of rental units are required to contact the Managing Agent, at least 72 hours in advance, to receive specific instructions. Movers must also provide a Certificate of Insurance verifying adequate coverage (at least \$500,000) combined single limit liability coverage) or, if there are no commercial movers involved, the owner or tenant must post a cash deposit of \$250.00, which will be held by the Managing Agent, to be used towards repair of any damage done to the building during the move. This deposit is returnable ten (10) days after the move if no damage is done. Either the certificate or deposit must be received at the office of Village Management, Inc., P.O. Box 20921, Baltimore, MD 21209, or the condominium front desk, at least 3 calendar days prior to the move.
- C. ~~The Maintenance Engineer~~ *building superintendent* will provide appropriate access and security between the hours of ~~9:00 a.m. and 5:00 p.m.~~ *8:30 a.m. and 4:30 p.m.*, Monday through Friday. Such access will include padding of the walls of the elevator, providing an elevator operator key, opening of building security doors and closing of same following completion of move and staffing of reception desk.
- D. Moves may be scheduled outside of normal working hours if they can be accommodated, but the owner ~~will~~ *shall* be responsible for payment of the overtime cost of the salary of the condominium employee required to provide appropriate service including building security. Such moves must be scheduled at least 72 hours in advance with Management. No moves are permitted on Saturdays, Sundays or holidays.
- E. No tenant or owner shall move into or attempt to move into the building or premises any furniture or other personal property of excessive size or unusual shape or construction which would result in damage to the building or premises or disturbances to other tenants. If an item is too large to be accommodated in the elevator, it is the responsibility of the owner/lessee to make necessary arrangements with the ~~General Elevator Company~~, at his/her expense, for transport on top of the elevator.
- F. All deliveries and removals of furniture, goods, freight and other items to the premises shall be through the rear entrance of the ~~lobby~~ *building*.
- G. The owner ~~is~~ *shall be* responsible for the clean up of all trash and debris resulting from the move and depositing same in the dumpsters located in the trash room inside the ~~underground parking area~~ *garage*.

4401 ROLAND AVENUE CONDOMINIUM, INC.

PET REGISTRATION

Note to all pet owners: You should be aware that there are many persons in this building who do not share your affection for pets in an apartment house setting. Compliance with the rules and keeping a low profile for your pet will go a long way toward the continuation of rules ~~permitting~~ *pertaining* to the keeping of pets.

Please read, sign and return this registration form and keep the office informed of any changes of status.

1. I understand that I may not keep a pet that will weigh more than 30 pounds at maturity.
2. When I use the elevator with my pet, I will shall vacate the elevator if anyone complains about the presence of my pet.
3. My pet will shall be carried or walked on a leash whenever it is outside my apartment. Such leash is not to be extended to a length that might present a safety hazard for others.
4. I will shall pick up any "~~excess litter~~" pet waste and handle the same ~~property~~ in accordance with the house rules; i.e., it will be wrapped in sturdy plastic and disposed of in a sanitary manner.
5. I will shall immediately rectify any complaint involving my pet.
6. I shall provide proof of rabies inoculation and shall be responsible for keeping the immunization current.
7. I will obey the "NO DOGS ALLOWED" postings ~~on the grass plot adjacent to the rear patio~~.

Given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Name of pet: \_\_\_\_\_ Breed: \_\_\_\_\_

Age: \_\_\_\_\_ Veterinarian & Phone #: \_\_\_\_\_  
\_\_\_\_\_

## Rules & Regulations

### Violation Procedure

4401 Roland Avenue Condominium, Inc.

In accordance with the By-Laws governing 4401 Roland Avenue Condominium, Inc., Article XII, and the Rules and Regulations which were adopted by the Board of Directors on July 16, 1990 (amended 10/29/93 and 11/14/95, 9/16/97, 9/23/98, and 08/26/03) the following violation procedures are in effect:

a) 1st warning letter - This letter will state the violation observed and the date by which the violation must be corrected.

b) 2nd warning letter - Should the violation not be corrected, by the date stated in the 1st warning letter, this letter will give a date and time of a hearing to be held at which the violator will show just cause as to why a fine should not be assessed for the violation or other appropriate action not be taken.

Note: Persons who do not appear for the hearing and are found to be in violation are subject to a fine, which will be assessed according to the violation, but which will not exceed \$15.00 per day.

BALTIMORE CITY HEALTH DEPARTMENT

OFFICE OF ANIMAL CONTROL  
301 STOCKHOLM STREET  
BALTIMORE, MARYLAND 21230  
410-396-4688; FAX: 410-396-7332

REGULATIONS  
OF  
ACCEPTABLE STANDARDS  
FOR  
PROPER RESTRAINT OF ANIMALS

FEBRUARY 2012

REGULATIONS OF ACCEPTABLE STANDARDS FOR PROPER RESTRAINT OF ANIMALS

I. Authority: § 2-106; § 10-104; § 10-307; § 10-308; § 10-402; § 10-404; § 10-409 of the Baltimore City Health Code

II. General Restraints Required for Animals.

A. Animals Generally.

1. All animals must be kept:
  - a) confined in a building or secure enclosure; or
  - b) secured by a leash or otherwise.
2. The above requirements do not apply while the animal is:
  - a) Participating in an off-leash activity approved by the Health Commissioner; or
  - b) Is in an area and during the hours approved by the Director of Recreation and Parks for off-leash recreation.

B. Female Animals in Heat.

1. Every female animal in heat must be confined in a building or secure enclosure so that it cannot come into contact with a male animal, except if the owner has an animal fancier license.

C. Transportation of Animals.

1. See § 10-308 of the Baltimore City Health Code for improper restraints used when transporting animals.

D. General Restraints for Dogs and Cats.

1. All dogs or cats shall be leashed when off the premises of its owner or custodian and under the control of a person capable of handling the animal.
2. Unacceptable restraints for dogs and cats include:
  - a) Shock collars
  - b) Voice and audible commands
  - c) Visual commands.

III. Proper restraints for dogs.

A. Fences in General.

1. Fences shall:
  - a) be of sufficient height that the dog cannot put its muzzle over the top and the dog cannot jump over.
  - b) be constructed as to effectively contain the dog on the real property.
  - c) be in compliance with state and local laws, ordinances, rules and regulations now in effect and hereafter adopted.
  - d) be free from defect, decay, or damage and kept in good condition and repair.
  - e) be free from protruding nails or other sharp edges that might cause injury.

B. Electronic Fence Exemption.

1. Definition of "electronic fence": An electronic fence is a fence that controls the movement of a dog by emitting an electrical shock through an electric collar worn by the dog when the dog nears the boundary of the property around which the fence is located.
2. Filing of Application for Exemption.
  - a) An application for an exemption must be filed with the Office of Animal Control by the dog owner/custodian (applicant) and, if the applicant is not the owner of the property, the property owner or with the written consent of the property owner.
  - b) The application must be filed in the form the Health Commissioner requires.
3. Contents.
  - a) The application must:
    - (1) Be accompanied by the site plan for the electronic fence, including the property lines, dimensions and existing structures.
    - (2) Include a written statement by the applicant, with adequate supporting evidence, showing how the applicant will conform to the following standards:

- (a) The fence shall be installed in such a way that the dog confined shall not come within ten (10) feet of any public footpaths, walkways, allies or streets.
- (b) The fence shall not be installed closer than two (2) feet from an adjacent property.
- (3) Provide proof that the animal is neutered or spayed.
- (4) Include a statement by the applicant that the applicant:
  - (a) understands that approval of the fence in no way relieves the applicant of responsibility for control of his/her dog and any damages caused by his/her dog; and
  - (b) continues to accept responsibility for the dog and its actions, including any damages to the dog, the applicant, and third parties resulting from the applicant's dog, and the use of an electronic fence to contain the dog.

4. Posting of Property.

- a) Applicant's property must be posted for ten (10) consecutive days immediately upon the filing of the application for an exemption.
- b) Sign Placement.
  - (1) The posted sign must be placed in a conspicuous area, not over ten (10) feet above the ground and clearly visible and legible to the public
  - (2) The posted sign shall not be less than four (4) feet long and three (3) feet high with black block lettering not less than two (2) inches high on a white background.
- c) Content.
  - (1) The sign must state the applicant has requested an exemption from the Health Commissioner to install and maintain an electronic fence and specify the species of dog the fence is to confine.

5. Approval or Denial of Application for Exemption.
  - (1) The Office of Animal Control shall approve or deny a completed application within 30 days after the submission of the application.
  - (2) The Office of Animal Control will provide a written explanation of the reason(s) for denial of an application.
  - (3) Should the applicant be aggrieved by the denial of the application, an administrative hearing may be requested pursuant to § 10-1004(B) of the Baltimore City Health Code.
6. Requirements after Approval of Electric Fence.
  - a) Should the application be approved:
    - (1) The applicant is responsible for ensuring that the fence effectively contains the animal on the property.
    - (2) The applicant of the animal shall clearly post his/her property to indicate to the public that an animal is confined to the property by an electronic fence or electronic collar.
    - (3) An applicant's failure to comply with this regulation may lead to a revocation of the exemption granted and citations for improper dog restraints.
7. Leashes.
  - a) Leashes shall:
    - (1) be no longer than 8 feet in overall length.
    - (2) be well constructed and of appropriate weight with sufficient strength to restrain the animal
    - (3) be attached to a properly fitted harness or collar.
8. Tethers.
  - a) Tethers shall:
    - (1) have swivels at both ends to prevent kinking and knotting;



- (2) weigh less than 1/8th of the dog's body weight;
- (3) be properly positioned to prevent the tether from becoming entangled in or around objects;
- (4) not unreasonably limit a dog's movement;
- (5) not restrict the dog's access to suitable and sufficient food, clean water, and appropriate shelter;
- (6) be properly positioned to prevent the dog from reaching or climbing a fence to avoid strangulation;
- (7) permit the dog to defecate or urinate in an area separate from the area where it must eat, drink, or lie down;
- (8) be in a safe and sanitary condition; and
- (9) not cause injury, stress, or demonstrable socialization problems

9. Pens and Cages are as adopted under the regulations entitled, Acceptable Standards For Proper Animal Care.

IV. Proper restraints for cats.

A. Fences.

1. Fences shall:
  - a) be constructed as to effectively contain the cat on the real property.
  - b) be in compliance with all state and local laws, ordinances, rules and regulations now in effect and hereafter adopted.
  - c) be free from all defect, decay, or damage and kept in good condition and repair.
  - d) be kept free of nails or other sharp edges that might cause injury.

B. Leashes.

1. Leashes shall:
  - a) be no longer than 8 feet in overall length.
  - b) be well constructed and of appropriate weight with sufficient strength to restrain the animal.
  - c) be attached to a well fitted body harness.

C. Pens.

1. Pens shall:
  - a) be constructed to allow a minimum of 3 feet long by 3 feet wide by 3 feet depth per cat.
  - b) only contain socially compatible cats if housed together.

D. Cages are as adopted under section four (4) of Acceptable Standards For Animal Care.

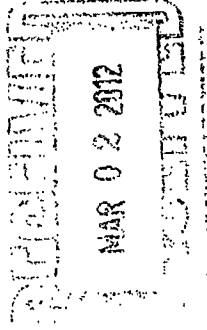
E. Tethers are not acceptable for cats.

The above Regulations of Acceptable Standards for Proper Restraint of Animals are hereby adopted:

Approved: *Oxiris Barbot*  
Oxiris Barbot, M.D.  
Health Commissioner

3/1/12  
Date

Effective date when filed with the Department of Legislative Reference: 3/2/12  
*[Signature]*



# CAPITAL RESERVE STUDY UPDATE

June Revision 2017

Submitted to:

**THE 4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION**

**Baltimore, Maryland 21210**

c/o George Bereska, Property Manager  
Village Management, Inc.



Submitted by:

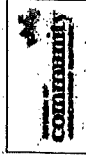
**Architectural Support Group, Inc. d/b/a ASG, Inc.**

7761 Waterloo Road Jessup, MD 20794

443-733-1200 (o) 443-733-1219 (f)

[www.asgidd.com](http://www.asgidd.com)

**ASG.**



ASG Job Code: ROL2096



May 4, 2017

The 4401 Roland Avenue Condominium Association  
c/o George Bereska, Property Manager  
Village Management, Inc.  
4401 Roland Avenue Baltimore, Maryland 21210

ASG Job Code: ROL2096

RE: Capital Reserve Study Update

Dear Association Board Members:

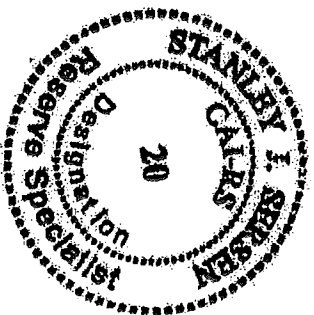
I am pleased to present this Reserve Study Update for the 4401 Roland Avenue Condominium Association. Our findings are summarized in the Executive Summary on Pages 4-7. Our report is based on our observations and analysis of information supplied to us by your representatives. If no changes are required, please consider this the final product per our agreement. However, if minor changes are required, please contact us and we will be happy to make the requested revisions and reissue the report.

We would like to thank you for this opportunity to be of service. If you have any questions regarding our findings and recommendations, please do not hesitate to contact us. We recommend this study be updated every three years as a minimum.

As a full service architectural consulting firm, ASG is uniquely positioned to assist your organization in the future as assets are replaced or repaired. Having a professional on your team can help a project go more smoothly and efficiently. ASG has assisted many organizations with bidding and negotiation of contracts, managing the re-construction project and providing an independent review of the contractor's work and pay applications. We would be pleased to continue to assist your Association in the future.

Sincerely,  
ASG, INC.

Stanley J. Sersen, NCARB, LEED™MAP RS  
President



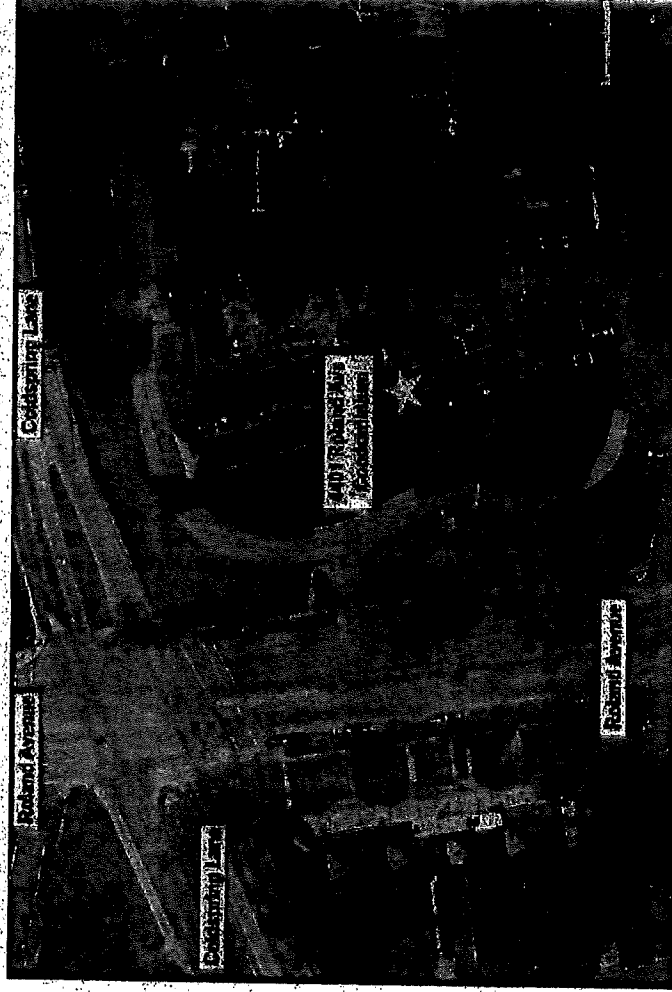
Maurice Wilson  
Associate

Michael Daly, AIA, NCIDQ, LEED AP BD +C  
Principal

*Architecture, Engineering, + Construction Consultants*

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The 4401 Roland Avenue Condominiums

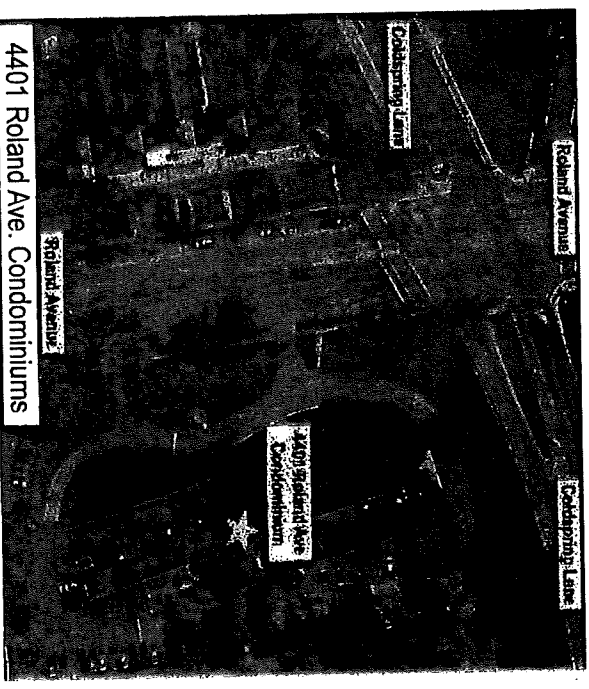


We at Architectural Support Group, Inc. ("ASG, Inc.") are pleased to present this Reserve Study Update for The 4401 Roland Avenue Condominium Association. This "update" is comprised of a Physical Analysis in accordance with the "National Reserve Study Standards" adopted by the Community Association Institute (CAI). We are proud to be able to claim that as a member of CAI's Reserve Specialist Committee, we assisted in the formation of the only published standard of its kind. The standard Best Practices Guide is attached to the end of this report for your reference. This update shows changes to the cost and remaining useful lives of the reserve items as well as changes that have occurred due to asset replacement.

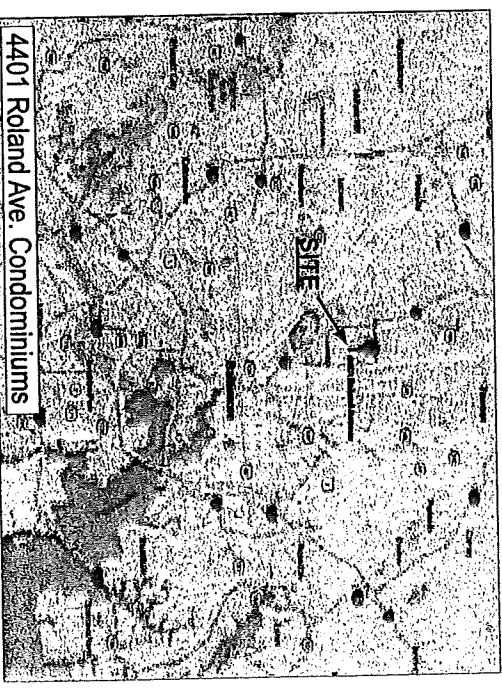
The 4401 Roland Avenue Condominium consists of one seven story building with 84 units. The building includes an outdoor terrace, an outdoor swimming pool, parking lot and enclosed parking garage. These physical assets were viewed by ASG, Inc. on April 9<sup>th</sup>, 2017. Five (5) years have passed since the last Capital Reserve Study Update was conducted by ASG, Inc. in May 2012. The costs and estimated useful lives of the line items in the last updated reserve schedules have been changed to reflect the five (5) years that have passed and any repairs/replacements that have been made since the last report.

The Association's Property Manager, George Bereska, submitted the expense and balance sheet to ASG, Inc. for use in this update. The Capital Reserve balance was listed at \$194,586 with a projected annual contribution to the Reserves of \$86,000. Per the CAI National Standards, this report is a Level II Study (update with site visit), which is intended as an inventory listing of the common assets with estimated replacement costs and estimated remaining material life. This report is not intended to be an in-depth condition assessment of every component found at The 4401 Roland Avenue community, but rather an assessment based on our visual review. Please refer to the Assumptions and Methodology on page 7. No warranties are expressed or implied as to the estimated remaining life assigned to each asset.

### SITE PLAN



### VICINITY MAP



**II.A. Physical Analysis  
(General Condition By Category)**

As can be seen in the included schedules, the major expenses in the near to not to distant future are Site Components (asphalt, concrete repairs, retaining walls, etc.), Building Exterior Components (brick repointing, glass door, metal door, etc) and Building Interior Components (wallpaper, mailboxes, and mechanical equipment). The following is a brief summary of findings regarding the listed component items. Not all items observed are included in the following summary. During our site visit we observed the following general conditions of each asset category:

**1. Site Components**

Overall site components at 4401 Roland Avenue Condominiums were observed to be in fair condition with some areas of concern.

**Asphalt Paving/Curb:**

The asphalt paving was observed to be in poor condition. Many of the cracked and deteriorated areas have been temporarily sealed however total replacement is recommended. The parking lot has large seams where asphalt was not properly overlapped causing continuous maintenance and a threat to the sub-base. As the asphalt dries out it becomes susceptible to cracks and deterioration. This allows water to penetrate and impact the subbase. It is recommended that the community schedule a rejuvenation of the asphalt to preserve the subbase and prevent high dollar replacement costs. The rejuvenation process is an act of preventative maintenance as it returns the chemical balance to the asphalt allowing flexibility so that asphalt can contract and expand with the change in weather conditions. The asphalt curbing is in need of replacement. Unlike the pavement the asphalt curbing has no rejuvenation to prolong its 20 year useful life (See section IV. A. Photos 1 - 4).

**Concrete:**

Overall, site concrete paving was in good condition with some areas observed already being replaced. Although concrete has a high useful life span of over 40 years, it is important to inspect it regularly. Problematic areas where a concrete slab can be observed heaving/sinking

should be addressed immediately for safety precautions. It is recommended that large gaps be filled with backer rod then sealed with a sealant to prevent further water infiltration. This type of maintenance can be done using the operation budget (See section IV. A. Photos 5 - 8).

**Retaining Walls/Railing/Gazebo/Pool:**

The community's site includes small sections wood-tie and concrete retaining wall. One section of the wood-tie retaining wall is starting to spall. Metal railing at the emergency exits and above concrete retaining wall are in fair condition with routine maintenance needed. The Gazebo has been maintained but nearing its useful life span. The community's pool had a major renovation in 2016 with the pool and the surrounding concrete being replaced. Pool equipment is still in need or replacement (See section IV. A. Photos 9 - 12).

**2. Building Exterior**

Overall building exterior components were observed to be in good condition with recent repairs done in 2013. We recommend that the brick repointing be repaired in phases as the mortar begins to fail. All common windows were replaced in 2012 and the roof replaced in 2016. The concrete platforms at the emergency exit were in poor condition and in need of immediate repair. (See section IV. A. Photos 13 - 20).

**3. Building Interior**

The building interiors were in fair condition with areas such as the entrance lobby being renovated in 2012. The tile floors were in good condition with no areas of concern documented. The residential hallways are currently in need of renovation. The existing wall paper is in poor condition with areas beginning to peel away from the wall. Many of the components in the community room are nearing the end of their useful life. These components can be upgraded/replaced when the community decides how to best use the space. The 4401 Condominium has a large list of mechanical and electrical components of which all are assumed to be operable. The schedules show that some of these components are scheduled to be replaced in the not to distant future (See section IV. A. Photos 21 - 24)



## II.B. FINANCIAL ANALYSIS

Per the Component Method, your community's Capital Replacement reserve account is funded to 10% a "Fully Funded" level. The Component Method, as further defined in this report, is a straightline analysis without consideration for interest earned on your fund or current inflation rates. For purposes of this report we use reported construction inflation versus consumer price inflation as this is more true to the replacement costs.

The Cash Flow Method, which gives a more global picture and INCLUDES interest earned and inflation, shows that with no changes to the current annual contributions, the capital reserve account is calculated to become underfunded in 2025. This is primarily due to the amounts paid to repair, replace or maintain scheduled components being greater than the funds that the Association is collecting to finance its Capital Reserve Fund.

If the recommended replacement schedule were carried out an increase to funds will be needed in order to offset the anticipated underfunding in 2025. Lenders such as Fannie Mae have specific guidelines regarding reserve accounts. One requirement is that the association has a minimum annual budgeted replacement reserve allocation (contributions) of 10% of the total annual operating income (see section V.#s 13 & 14 for references). Any community falling short of this 10% budgeted reserve requirement can use a reserve study showing adequate funding as an alternative. While 10% of the current operational budget exceeds the minimal Fannie Mae contribution requirement, the reserve funds are inadequate to cover future needs.

The Cash Flow analysis and 40 year account balance graph in Section III.C.2.a. details two (2) potential funding plans to ease the amount of influx of funds needed to keep reserve accounts at a healthy level. It is recommended to maintain the accounts up to at least a 70% "fully funded" status as favorable lender reviews should result.

### RECOMMENDATIONS:

Based on using both the Component Method and the Cash Flow Method to calculate and analyze the funds needed to replace the Association's assets, we recommend the following course of actions:

1. Based on the funding strategies explored (see section III.2.a, Option B), Option B appears to be the best suited for the association at this time to stay competitive with other communities. This option includes a special assessment of \$656,250 (divided over the next 5 years) and an immediate 12% increase to contributions until 2024, when contributions can be decreased to 2%. It is important that the association strive to maintain a healthy Reserve Fund that can foresee the major expenses in the future without **future special assessments and astronomical percentage increases to annual contributions**. With the recommended funding methods noted in Section III.C.2. your association will have the necessary funds to replace components for duration of this 40 year study. These recommendations are based on the account balance earning an annual 1.8% interest compounded quarterly and applying a 4.5% inflation rate annually. Though this funding plan should be sufficient for the next 40 years, a reserve study update should be completed every 3 years to adjust the remaining life of the reserve assets, to adjust for any changes in the inflation and interest rate, and to list any unforeseen or sooner than normal asset replacements that may occur as the community ages.
2. Invest in a system to store paper and electronic documents such as site drawings, contracts, proposals and warranties for repairs to and replacement of assets of the community. These important documents will be needed in the future for contractor bidding, detailed locations and quantities of assets such as asphalt, roofing, sidewalks, etc. Since these paper prints will, in time, deteriorate, we recommend that the most important documents be scanned so that an electronic copy can be archived and copies made for use. We do not recommend relying on any Management company to be the only holder of the documents for your community. Storing them in a cloud based system might be the easiest for all to use.
3. Create an approved "Plan of attack" to begin scheduled replacement items on a "proactive" approach rather than on a "reactive" approach. This should be updated annually. This Strategic Replacement plan will then become the basis for all future repairs and maintenance.



4. Have this study updated on paper annually with a minimum physical inspection conducted every three years to review the aging of the components and to adjust pricing and estimated remain life expectancies.

#### III.A. Assumptions

This report assumes that all of the assets listed herein are the responsibility of The 4401 Roland Avenue Condominium Association to replace when they reach the end of their useful life. Based on our review of the documentation available, the following additional assumptions have been made as to items that are not included in this report. The Client should review these assumptions for their accuracy as further research to determine their inclusion is currently beyond the scope of ASG's contracted service.

1. The recommendations for asset replacements will be carried out.
2. Normal Maintenance & Servicing of components will be completed
3. Any component less than \$500 was removed and will be funded by the operations budget.

#### III.B. Methodology

A Capital Reserve Study is a report giving "an estimate of the amount of money which must be put aside to replace the major items (or building components) that will wear out before the entire community or project wears out. "Per the Community Associations Institute's (CAI) standards this study is presented with both the "Component Method" of Analysis, and a Cash Flow analysis. The "Component Method" is a straight line analysis of each individual listed asset (component) that compares the current replacement cost against the remaining life of that component.

Calculations are made to assign an available current reserve funds to that individual component. This step must first be completed to establish the list of components and when they are anticipated to be replaced. The "Cash Flow Method" of analysis takes the estimated remaining life of all components and reviews the funds required from year to year (ASG studies a 40 year time frame).

As the estimated annual expenses occur along with the annual contributions, a running total balance can be analyzed to see if the total pool of money will be enough to fund all needed future replacements. It is common that the Component summary will show more money is needed to bring the account to a "fully funded" status whereas the "Cash Flow Study" might show that the pool of money is adequate to handle the future expenses. The Cash Flow method gives the long term view and as such tends to be a better picture of the total reserve fund.

The "Cash Flow" analysis includes interest earned and inflation on projected expenses.

The commonly accepted guidelines as established by "CAI", the National Association of Certified Public Accountants, and the judgment and architectural experience of Architectural Support Group, Inc. have been used as a basis for the reserve schedules included in this report. The schedule, when implemented in conjunction with a well planned preventative maintenance program, should provide adequate funds for the replacement of the facility's assets as they reach the end of their useful lives. In order to assure that this schedule remains current, a reassessment of the existing condition and replacement costs for each item is necessary a minimum of every three (3) years. Annual "paper" updating of the schedule, reduction of the useful lives, and adjustment of the replacement costs (if needed), may be executed without the need for a reexamination. The schedule must also be adjusted as common elements are added or modified. This is especially important if the organization will be adding future assets such as nature trails, asphalt pathways, etc. on site. It is very important to note that this reserve schedule must be reviewed relative to the overall operating budget for this association with your tax advisor. The client's review should assure that no overlap exists. An example of this would be the inclusion of an item in the reserve schedule which also has a maintenance contract to replace the item as it wears out. Based on our review, it appears no such overlap exists. As a final note, ASG has no other involvement with this entity that might present a conflict of interest.

**III.C. Definition of Component Schedule Categories**

**1. The “Component Method Summary”**  
(See Section III.C.1. Page 10)

**Replacement Reserve Major Asset Categories**

The major reserve categories are organized on the following schedules by major asset subgroups. If the community has been constructed in multiple phases over the course of many years, a delineation by phase (2 year increments minimum) is also included.

-The following are summaries from the schedules in Section III.C.1a

**Replacement Cost Present Dollars**

This is the estimated cost of replacing the listed line items in present day dollars. These numbers are taken from the individual spread sheets of each major physical asset category. They are based on general cost estimates of the quantified assets.

**Current Reserves Required**

The amount that should be in the reserve fund in present dollars based on the replacement cost and the amount expended (aged) to date. This number is strictly a guide to judge current reserves funding.

**Current Reserve Funds Available**

This number is provided by the client, and indicates dollars available to the organization in reserve designated account(s). The total is given by the client, the amounts per asset category are taken from the individual spread sheets.

**Balance Requiring Funding**

Difference between current reserve funds available and current reserves required.

**Calculated Monthly Contribution**

Yearly reserve funding required divided by twelve.

**Calculated Annual Contributions**

The recommended total annual contribution to the reserves for the upcoming period in order to provide for adequate funding.

Divide this number by the number of units to get the per unit annual assessment for replacement reserves. A comparison of the current annual reserve contribution budget is made to the total recommended annual reserve contribution. It is very common that organizations having their first reserve study are finding that they are underfunded to replace the long term items.

**2. The “Schedule Of Reserve Components By Category”** (See Section III.C.1.a. Pages 11-19)

**Asset Description**

Individual line item assets are grouped in both phases of original construction, where applicable, and by subgroup headings. Assets can be listed more than once due to certain quantities of the asset needing replacement sooner than other quantities.

**Quantities**

The quantities which are used as a basis for this report were developed by Architectural Support Group, Inc. through two site reviews and a drawings obtained from management. Basic assumptions for underground unknowns were conducted when necessary.

**Unit Cost**

The construction and replacement costs used in this report are based primarily on the various publications written by the R.S. Means Company, or by actual known costs from manufacturers or contractors. These are listed in the Bibliography. These prices are then adjusted for inflation using a weighted factor.

**Typical Useful Life**

The useful life values, which are used as part of this report, are established by industry standards and the field experience of ASG<sup>®</sup>, Inc. In order to ensure that all items attain their anticipated useful lives, it is important that a well-planned inspection and maintenance program be established.

### III.C. Definition of Schedule Categories (Continued)

#### Estimated Remaining Life

ASG® conducted site visits to develop an approximation of the remaining life of each asset depending on its current condition. Many items are not visible, hence it must be assumed that it was installed under some type of professional overview. The estimated remaining life is the estimated useful life minus the asset's length of time in service. Adjustments in the negative direction are made when the asset is aging prematurely, construction defects are found or assumed to exist. Adjustments in the positive direction may be made if timely repairs and/or maintenance have been made. This is usually a subjective analysis by the field technician, and is not intended to be a full condition assessment of the physical properties of the assets.

#### Condition Code

During the visual condition examination, items observed were given the following general descriptions to help the reader understand the assets condition. The following codes and explanations relate to each noted asset.

**UC - Unsafe conditions exist, which should be addressed immediately.**

**RN - Repairs needed now to minimize further asset degradation.**

**FA - Further analysis should be performed beyond this scope due to limited sampling or limited visual symptoms available during the site visit.**

**NATT - None at this time other than creation of reserves for replacement.**

**IA - Immediate action is needed to correct deficiencies.**

**MR - Major repairs or upgrade needed.**

#### Notes:

The categorized schedules typically will include a listing of specific notes for certain line items. These notes are given to advise the client of the need for special attention, immediate action, or needs for further study. The lack of a note typically indicates that the component is aging normally and will require replacement in a normal time frame provided proper maintenance.

### **3. The "Cash Flow Method" Of Funding**

Included in this report is a cash flow analysis per the requirements of the CAI National Reserve Study Standards. As this study includes all of the association's assets no matter how long it will take to require replacement, the analysis projects income and expenses over a 40 year period. This analysis is for cash income and expenses and includes interest and inflation adjustments. The attached spreadsheet in chapter III. Section E. shows the income and expenses and account balance (principal) over 20 years and charts the account balances over 40 years. Annual updates and adjustments for age and items replaced should be made. As such, the "Current Year Reserve Funding Required" includes all assets even beyond the 20 year period. If your association is currently not adequately funding the reserve accounts, we have included some alternate funding plans for you and your Accountant's consideration. Using both the component and cash flow methods will provide you with a clear picture of the financial needs of your facility as it ages over time.

COMPONENT METHOD SUMMARY						
LISTED BY MAJOR ASSET CATEGORIES						
REPLACEMENT RESERVE MAJOR ASSET CATEGORIES	REPLACE COST - PRESENT DOLLARS	CURRENT RESERVES REQUIRED	CURRENT RESERVE FUNDS AVAILABLE	BALANCE FOR FULL FUNDING	CALCULATED MONTHLY CONTR.	CALCULATED ANNUAL CONTR.
SITE	\$482,757	\$310,197	\$31,722	\$278,475	\$5,576	\$66,914
BUILDING EXTERIOR	\$703,242	\$170,337	\$17,419	\$152,918	\$5,740	\$68,877
INTERIOR	\$244,169	\$149,528	\$15,291	\$134,236	\$5,698	\$68,378
MECHANICAL/ELECTRICAL	\$1,777,565	\$1,272,742	\$130,154	\$1,142,588	\$16,730	\$200,759
TOTAL	\$3,207,723	\$1,902,804	\$194,586*	\$1,708,218	\$33,744	\$404,928**

\*The total contributions to existing Reserve accounts given to ASG by management as of 2/28/17

\*\* See definitions Section III.C. (page 8)

**III.C.1. COMPONENT METHOD SUMMARY**

The following charts are the Summary of Replacement Reserve Schedules developed to establish the required funding to replace the major components of the buildings contained in this report, when those items reach the end of their useful life. This Summary Schedule is a compilation of the separate category sheets which follow and shows the COMPONENT METHOD funding analysis.

These funding recommendations will bring the organization's reserves up to "fully funded" under the Component Method of analysis. For further funding recommendations see the Cash Flow Method Summary on page 20. Refer to page 21 for a CASH FLOW ANALYSIS GRAPH of The 4401 Roland Avenue Condominium community.

**COMPONENT METHOD CONCLUSION:**

Currently, under the "Component Method" of calculating the needed reserves, the Association is **10%** of the "fully funded" level. After scheduled replacements for 2017 take place The 4401 Roland Avenue Condominium reserve funds will be 10% of the "fully funded" level with an available reserve balance of **\$199,397** (per schedules). To be Fully Funded is to have a reserve balance which will replace each component item at the time replacement is required without taking funds from other future replacement items. Based on the Component Method of calculating the needed reserves, which is based primarily on the expenditures of the "Current Reserve Funds Available" the 2018 Calculated Annual Reserve Contribution required is **\$404,928**. To maintain proper cash flow over time the "Cash Flow Method" of funding on the following pages should be reviewed.

**The 4401 Roland Avenue Condominium Association**

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III.C.1.a Reserve Study Update Continued  
Reserve Update June 2017

**III.C.1.a Component Schedules**

**4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION**

**SCHEDULE OF RESERVE COMPONENTS BY CATEGORY**

**SITE ITEMS**

Asset Description	Qty	Unit	Unit Cost-Balt, Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost - Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/Notes
<b>SITE ITEMS</b>													
Asphalt Paving Replacement	4,646	S.Y.	\$20.00	20	3	\$92,920	\$78,962	\$8,047	\$2,358	\$28,291	RN	1,2,3,4	
Asphalt Paving Rejuvenation	4,646	S.Y.	\$2.00	8	4	\$9,292	\$4,646	\$473	\$184	\$2,205	NATT		
Asphalt Curb Replacement	2,492	L.F.	\$6.20	20	3	\$15,450	\$13,133	\$1,338	\$392	\$4,704	RN	4	
Concrete Pad at Garage Entry	440	S.F.	\$26.35	40	19	\$11,594	\$6,087	\$620	\$48	\$578	NATT		
Concrete Sidewalk Phase 1	3,300	S.F.	\$7.80	40	34	\$25,740	\$3,861	\$393	\$62	\$745	NATT	9	Includes pool sidewalk
Concrete Sidewalk Phase 2	1,500	S.F.	\$7.80	40	5	\$11,700	\$10,238	\$1,043	\$178	\$2,131	NATT	5	
Concrete Stairs	21	Ea.	\$225.00	40	18	\$4,725	\$2,599	\$265	\$21	\$248	NATT	7,8	Tripping hazards at stairs
Concrete Terraces	970	S.F.	\$26.35	40	10	\$25,560	\$19,170	\$1,953	\$197	\$2,361	NATT	6	Rear terrace and front slab under canopy

**UNDERGROUND UTILITIES:**

Storm Inlets	1	Ea.	\$4,615.00	80	9	\$4,615	\$4,096	\$417	\$39	\$466	NATT		
Yard Inlet	1	Ea.	\$4,615.00	80	9	\$4,615	\$4,096	\$417	\$39	\$466	NATT		
Yard Inlet	1	Ea.	\$4,615.00	80	63	\$4,615	\$981	\$100	\$6	\$72	NATT		Located behind gazebo
Storm Water Pipe Relining*	435	L.F.	\$65.00	80	29	\$28,275	\$18,025	\$1,837	\$76	\$912	NATT		
Sanitary Sewer Main Pipe Relining*	300	L.F.	\$65.00	80	29	\$19,500	\$12,431	\$1,267	\$52	\$629	NATT		
Underground Electric Lines*	1,100	L.F.	\$15.00	60	25	\$16,500	\$9,625	\$981	\$52	\$621	NATT		To site lights
Water Main Piping	1	L.S.	\$70,000.00	40	22	\$70,000	\$31,500	\$3,209	\$253	\$3,036	NATT		

Site schedules continued on next page

III.C.1.a Component Schedules

4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION

SCHEDULE OF RESERVE COMPONENTS BY CATEGORY

4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION													
SCHEDULE OF RESERVE COMPONENTS BY CATEGORY													
SITE ITEMS													
Asset Description	Qty	Unit	Unit Cost- Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost - Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/Notes
FENCES/ RETAINING WALLS:													
Chain-Link Fence with Gate	226	L.F.	\$25.00	25	6	\$5,650	\$4,294	\$437	\$72	\$869	NATT		Boiler room exterior egress
Metal Stairs	1	L.S.	\$3,175.00	45	10	\$3,175	\$2,469	\$252	\$24	\$292	NATT		Fence has been painted to prolong its useful life.
Wood Fence at Pool Equipment	40	L.F.	\$25.00	20	4	\$1,000	\$800	\$82	\$19	\$230	NATT		At exterior stairs
Metal Handrails	35	L.F.	\$49.00	60	9	\$1,715	\$1,458	\$149	\$15	\$174	NATT		Replaced 1999 spalling observed at left garage entrance
Wood-Tie Retaining Wall	120	S.F.	\$45.00	30	12	\$5,400	\$3,240	\$330	\$35	\$422	NATT	10	Includes boiler room stallwell and window well at front of building.
Concrete Retaining Wall	1,048	S.F.	\$45.00	60	9	\$47,160	\$40,086	\$4,084	\$399	\$4,786	NATT	11	Boiler room, top of concrete retaining wall, and exterior stair entries
Metal Guard Railing	205	L.F.	\$45.00	60	9	\$9,225	\$7,841	\$799	\$78	\$936	NATT	11	
SITE LIGHTING:													
GAZEBO:													
Pole Light Fixture	14	Ea.	\$1,285.00	40	3	\$17,990	\$16,641	\$1,695	\$453	\$5,432	NATT		
Gazebo	1	L.S.	\$8,000.00	35	5	\$8,000	\$6,857	\$699	\$122	\$1,460	NATT	12	Installed approx. 1990

Site schedules continued on next page

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III.C.1.a Reserve Study Update Continued  
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**III.C.1.a Component Schedules**

4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION													
SCHEDULE OF RESERVE COMPONENTS BY CATEGORY													
SITE ITEMS													
Asset Description	Qty	Unit	Unit Cost-Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Photo Ref.	Locations/Notes	
POOL ITEMS:													
Pool Coping Stones	136	L.F.	\$45.00	25	24	\$6,120	\$245	\$25	\$21	\$254		Major pool renovations in 2016	
Pool Surface Recoat	1,504	S.F.	\$8.55	15	14	\$12,859	\$857	\$87	\$76	\$912		Major pool renovations in 2016	
Pool Tile	136	L.F.	\$27.00	25	24	\$3,672	\$147	\$15	\$13	\$152		Major pool renovations in 2016	
Pool Cover	1	L.S.	\$650.00	10	9	\$650	\$65	\$7	\$6	\$71	9		
Electric Panel Box for Pool	1	Ea.	\$720.00	40	11	\$720	\$522	\$53	\$5	\$61			
Pool Filters	1	Ea.	\$1,815.00	25	1	\$1,815	\$1,742	\$178	\$136	\$1,637		Major pool renovations in 2016	
Pool Piping	100	L.F.	\$7.65	50	49	\$765	\$15	\$2	\$1	\$16		Major pool renovations in 2016	
Pool Pump	1	Ea.	\$850.00	20	1	\$850	\$808	\$82	\$64	\$768			
Lounge Chairs	10	Ea.	\$195.00	10	7	\$1,950	\$585	\$60	\$23	\$270		Were not observed due to season	
Vinyl Strap Upright Chairs	10	Ea.	\$80.00	10	7	\$800	\$240	\$24	\$9	\$111		Were not observed due to season	
Skimmer Boxes	4	Ea.	\$765.00	25	24	\$3,060	\$122	\$12	\$11	\$127			
LANDSCAPING:													
Allowance for pruning, replacement	1	L.S.	\$5,080.00	15	10	\$5,080	\$1,693	\$173	\$41	\$491			
<b>TOTALS</b>							<b>\$482,757</b>	<b>\$310,197</b>	<b>\$31,605</b>	<b>\$5,578</b>	<b>\$66,936</b>		

\*Underground Utilities Estimated Based on Limited Documentation Available for Review



III.C.1.a Component Schedules

4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION

SCHEDULE OF RESERVE COMPONENTS BY CATEGORY

BUILDING EXTERIOR

Asset Description	Qty	Unit	Unit Cost-Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost - Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/Notes
ROOF ITEMS:													
Membrane Roof	18,225	S.F.	\$10.50	20	19	\$191,363	\$9,568	\$975	\$835	\$10,020	NATT	20	Replaced Spring 2016
Metal Coping at Roof	950	L.F.	\$30.00	20	19	\$28,500	\$1,425	\$145	\$124	\$1,492	NATT		
Roof Drains	5	Ea.	\$300.00	20	10	\$1,500	\$750	\$76	\$12	\$142	NATT		
Roof Scaupers	4	Ea.	\$225.00	60	10	\$900	\$750	\$76	\$7	\$82	NATT		
SIDING:													
Brick Repointing Phase 1	3,123	S.F.	\$7.00	40	36	\$21,861	\$2,186	\$223	\$50	\$601	NATT	13	Repairs done in 2013
Brick Repointing Phase 2	7,808	S.F.	\$7.00	40	10	\$54,656	\$40,992	\$4,177	\$421	\$5,048	NATT	13	
Brick Repointing Phase 3	7,808	S.F.	\$7.00	40	20	\$54,656	\$27,328	\$2,784	\$216	\$2,594	NATT	13	
Precast Concrete Maintenance	1	L.S.	\$95,000.00	30	26	\$95,000	\$12,667	\$1,291	\$300	\$3,604	NATT		Repaired in 2013
DOORS AND WINDOWS:													
Windows	1	L.S.	\$200,000.00	40	35	\$200,000	\$25,000	\$2,547	\$470	\$5,642	NATT		Replaced in 2012
Glass Doors	4	Pt.	\$5,850.00	40	1	\$23,400	\$22,815	\$2,325	\$1,756	\$21,075	RN		Entry vestibules, front and rear
Metal Louvers	14	Ea.	\$67.00	60	9	\$938	\$797	\$81	\$8	\$95	NATT		
Overhead Roll Door at Garage	1	Ea.	\$6,225.00	25	8	\$6,225	\$4,233	\$431	\$60	\$724	NATT		
Metal Doors	4	Ea.	\$635.00	40	1	\$2,540	\$2,477	\$252	\$191	\$2,288	RN	15	At garage, roof stairs, elevator machine room
Metal Doors (double)	2	Pt.	\$1,150.00	40	2	\$2,300	\$2,185	\$223	\$87	\$1,039	RN		At boiler room, corridor adjacent to community room
Glass Doors at Stairwells	2	Pt.	\$4,950.00	40	1	\$9,900	\$9,653	\$983	\$743	\$8,917	RN	14	
ENTRY:													
Concrete Entry Stairs & Platform	1	L.S.	\$5,750.00	50	1	\$5,750	\$5,635	\$574	\$431	\$5,176	RN	17,18	
CANOPY:													
Roof of Canopy	975	S.F.	\$3.85	20	10	\$3,754	\$1,877	\$191	\$30	\$356	NATT	19	
<b>TOTALS</b>						<b>\$703,242</b>	<b>\$170,337</b>	<b>\$17,355</b>	<b>\$5,741</b>	<b>\$68,896</b>			

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III.C.1.a Reserve Study Update Continued  
Reserve Update June 2017

**III.C.1.a Component Schedules**

**4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION**

**SCHEDULE OF RESERVE COMPONENTS BY CATEGORY**

**INTERIOR ITEMS**

Asset Description	Qty	Unit	Unit Cost - Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/Notes
<b>INTERIOR FINISHES:</b>													
Carpet in Hallways	1,200	S.Y.	\$47.00	15	11	\$56,400	\$15,040	\$1,532	\$416	\$4,988	NATT		Replaced in 2013
Carpet in Lobby	270	S.Y.	\$20.00	15	10	\$5,400	\$1,800	\$183	\$43	\$522	NATT		Replaced in 2012
Suspended Ceiling	3,500	S.F.	\$3.15	35	17	\$11,025	\$5,670	\$578	\$51	\$615	NATT	22	
Wallpaper	27,770	S.F.	\$3.75	25	2	\$104,138	\$95,807	\$9,761	\$3,932	\$47,188	RN	21	
Carpet in Community Room	82	S.Y.	\$20.00	15	1	\$1,640	\$1,531	\$156	\$124	\$1,484	RN		
Tile Floor in Elevator Lobby and Rear Hall	487	S.F.	\$4.00	35	18	\$1,948	\$946	\$96	\$9	\$103	NATT	24	Replaced in 1999
Tile Floor in Laundry Room	412	S.F.	\$4.00	25	20	\$1,648	\$330	\$34	\$7	\$81	NATT		
Tile Floor in Trash Rooms	500	S.F.	\$4.00	35	10	\$2,000	\$1,429	\$146	\$15	\$185	NATT		

**DOORS:**

Metal Doors - Single	14	Ea.	\$450.00	30	13	\$6,300	\$3,570	\$364	\$38	\$457	NATT		Stairs & garage
Metal Doors - Double	2	Pr.	\$1,200.00	30	1	\$2,400	\$2,320	\$236	\$180	\$2,164	RN		Garage trash room, boiler room

Interior schedules continued on next page

III.C.1.a Component Schedules

4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION

SCHEDULE OF RESERVE COMPONENTS BY CATEGORY

INTERIOR ITEMS

Asset Description	Qty	Unit	Unit Cost- Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost - Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/Notes
INTERIOR FURNISHINGS:													
Office Furnishings	1	L.S.	\$4,000.00	15	15	\$4,000	\$0	\$0	\$22	\$267	NA1T		Desks, chairs, etc. in office
Community Room Furnishings	1	L.S.	\$12,000.00	20	3	\$12,000	\$10,200	\$1,039	\$304	\$3,654	NA1T	22	Tables, chairs, etc. in community room
Lobby Furnishings	1	L.S.	\$20,000.00	15	15	\$20,000	\$0	\$0	\$111	\$1,333	NA1T		Furnishings in lobby, replaced 1998
Mailboxes	1	L.S.	\$4,500.00	30	1	\$4,500	\$4,350	\$443	\$338	\$4,057	NA1T		Component has outlived its useful life
Horizontal Blinds	1	L.S.	\$510.00	15	2	\$510	\$442	\$45	\$19	\$232	RN		Community room, laundry, etc.
Vertical Blinds	1	L.S.	\$775.00	15	2	\$775	\$672	\$68	\$29	\$353	RN		Windows at common halls
Security System	1	L.S.	\$14,458.00	15	14	\$14,458	\$964	\$98	\$85	\$1,026	NA1T		Installed in 2016
<b>TOTALS</b>						<b>\$244,169</b>	<b>\$149,528</b>	<b>\$15,235</b>	<b>\$5,700</b>	<b>\$68,402</b>			

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**III.C.1.a Component Schedules**

**4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION**

SCHEDULE OF RESERVE COMPONENTS BY CATEGORY

MECHANICAL & ELECTRICAL ITEMS

Asset Description	Qty	Unit	Unit Cost-Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost - Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/Notes
MECHANICAL EQUIPMENT:													
Air Handling Unit	1	Ea.	\$21,000.00	20	1	\$21,000	\$19,950	\$2,040	\$1,580	\$18,960	RN		Last replaced in 1997
Boilers	2	Ea.	\$106,000.00	30	9	\$212,000	\$148,400	\$15,176	\$1,822	\$21,869	NATT	23	Overhauled in 1995
Boiler Impellers	1	L.S.	\$3,650.00	10	1	\$3,650	\$3,285	\$336	\$276	\$3,314	RN		Replaced in 1999
Card Scan and Call Box System	1	Ea.	\$14,000.00	25	7	\$14,000	\$10,080	\$1,031	\$154	\$1,853	NATT		Replaced in 1999
Chiller	1	Ea.	\$110,000.00	30	18	\$110,000	\$44,000	\$4,500	\$488	\$5,861	NATT		
Cooling Tower	1	Ea.	\$20,700.00	30	18	\$20,700	\$8,280	\$847	\$92	\$1,103	NATT		
Dumpsters	3	Ea.	\$1,750.00	30	15	\$5,250	\$2,625	\$268	\$28	\$332	NATT		
Elevator Cab	2	Ea.	\$12,000.00	30	2	\$24,000	\$22,400	\$2,291	\$905	\$10,855	RN		
Elevator Controls and Equipment	2	Ea.	\$87,500.00	30	16	\$175,000	\$81,667	\$8,351	\$868	\$10,416	NATT		
Supply/Exhaust Fans	4	Ea.	\$3,750.00	25	5	\$15,000	\$12,000	\$1,227	\$230	\$2,755	NATT		
Supply/Exhaust Fans	1	Ea.	\$3,750.00	40	17	\$3,750	\$2,156	\$221	\$17	\$208	NATT		
Exhaust Vents	3	Ea.	\$1,400.00	50	5	\$4,200	\$3,780	\$387	\$64	\$763	NATT		
Expansion Tank	2	Ea.	\$5,500.00	30	10	\$11,000	\$7,333	\$750	\$85	\$1,025	NATT		
Water Filter	1	Ea.	\$4,150.00	30	12	\$4,150	\$2,490	\$255	\$27	\$325	NATT		
Fire Pull Station	22	Ea.	\$155.00	30	2	\$3,410	\$3,183	\$325	\$129	\$1,542	RN		
Gas Flue	1	Ea.	\$3,850.00	35	11	\$3,850	\$2,640	\$270	\$27	\$325	NATT		
Gas Hot Water Heaters	2	Ea.	\$6,500.00	25	15	\$13,000	\$5,200	\$532	\$69	\$831	NATT		
Heat Pump	1	Ea.	\$3,750.00	15	1	\$3,750	\$3,500	\$358	\$283	\$3,392	RN		Community Room
Heaters	2	Ea.	\$1,500.00	20	5	\$3,000	\$2,250	\$230	\$46	\$554	NATT		Garage

Mechanical & Electrical schedules continued on next page

III.C.1.a Component Schedules

4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION

SCHEDULE OF RESERVE COMPONENTS BY CATEGORY

MECHANICAL & ELECTRICAL ITEMS

Asset Description	Qty	Unit	Unit Cost-Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost - Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/Notes
Hot Water Heater Pumps - 1/4 H.P.	2	Ea.	\$2,250.00	25	4	\$4,500	\$3,780	\$387	\$86	\$1,028	NATT		
Piping in Garage	1	L.S.	\$82,000.00	60	40	\$82,000	\$27,333	\$2,795	\$165	\$1,980	NATT		
Piping- Domestic Water*	6,500	L.F.	\$46.00	60	10	\$299,000	\$249,167	\$25,480	\$2,279	\$27,352	NATT		
Piping- Hot & Cold Water Risers*	10,000	L.F.	\$23.00	60	10	\$230,000	\$191,667	\$19,600	\$1,753	\$21,040	NATT		
Piping- Fire Risers*	350	L.F.	\$65.00	60	10	\$22,750	\$18,958	\$1,939	\$173	\$2,081	NATT		
Piping- Downspouts*	550	L.F.	\$150.00	60	10	\$82,500	\$68,750	\$7,031	\$629	\$7,547	NATT		
Piping-Sanitary*	6,500	L.F.	\$23.50	60	10	\$152,750	\$127,292	\$13,017	\$1,164	\$13,973	NATT		
Pump - 5 H.P.	1	Ea.	\$7,000.00	25	7	\$7,000	\$5,040	\$515	\$77	\$926	NATT		
Pump - 10 H.P.	1	Ea.	\$11,500.00	25	7	\$11,500	\$8,280	\$847	\$127	\$1,522	NATT		
Pump - 15 H.P.	2	Ea.	\$14,000.00	25	7	\$28,000	\$20,160	\$2,062	\$309	\$3,705	NATT		
Pipe Insulation in Boiler Room	1	L.S.	\$10,000.00	40	23	\$10,000	\$4,250	\$435	\$35	\$416	NATT		
Relief Ventilators	6	Ea.	\$2,450.00	50	3	\$14,700	\$13,818	\$1,413	\$369	\$4,429	RN		
Metal Trash Chute Doors	6	Ea.	\$315.00	30	2	\$1,890	\$1,764	\$180	\$71	\$865	RN		
Trash Chute	1	Ea.	\$18,000.00	60	9	\$18,000	\$15,300	\$1,565	\$152	\$1,826	NATT		
Trash Compactor	1	Ea.	\$18,250.00	15	3	\$18,250	\$14,600	\$1,493	\$465	\$5,586	RN		
Chemical Feeder	1	Ea.	\$565.00	15	9	\$565	\$226	\$23	\$5	\$60	NATT		
Fire Pump - 3/4 H.P.	1	Ea.	\$3,000.00	25	8	\$3,000	\$2,040	\$209	\$29	\$349	NATT		
Mop Sink	1	Ea.	\$1,150.00	50	6	\$1,150	\$1,012	\$103	\$15	\$174	NATT		
Pumps at Boilers - 1/3 H.P.	2	Ea.	\$1,650.00	25	4	\$3,300	\$2,772	\$283	\$63	\$754	NATT		
Sink	1	Ea.	\$500.00	30	5	\$500	\$417	\$43	\$8	\$91	NATT		
Toilet	1	Ea.	\$1,000.00	30	5	\$1,000	\$833	\$85	\$15	\$183	NATT		
Vent Grilles in Hallways	12	Ea.	\$170.00	30	5	\$2,040	\$1,700	\$174	\$31	\$373	NATT		

Mechanical & Electrical schedules continued on next page

**The 4401 Roland Avenue Condominium Association**

4401 Roland Avenue • Baltimore • Maryland • 21210

Reserve Update June 2017

**III.C.1.a Component Schedules**

**4401 ROLAND AVENUE CONDOMINIUM ASSOCIATION**

SCHEDULE OF RESERVE COMPONENTS BY CATEGORY

MECHANICAL & ELECTRICAL ITEMS

Asset Description	Qty	Unit	Unit Cost - Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost - Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/Notes
ELECTRICAL EQUIPMENT:													
4' Fluorescent Strip Fixture	53	Ea.	\$70.00	25	5	\$3,710	\$2,968	\$304	\$57	\$681	NATT		
Ceiling Light Fixture - Large	5	Ea.	\$715.00	25	5	\$3,575	\$2,860	\$292	\$55	\$657	NATT		
Ceiling Light Fixture - Small	11	Ea.	\$425.00	25	5	\$4,675	\$3,740	\$382	\$72	\$859	NATT		
Disconnect Switch - 600 Amp	3	Ea.	\$3,500.00	60	3	\$10,500	\$9,975	\$1,020	\$263	\$3,160	RN		Main
Disconnect Switch Panel - 1200 Amp	1	Ea.	\$7,000.00	60	3	\$7,000	\$6,650	\$680	\$176	\$2,107	RN		
Electric Meter Socket Banks	85	Ea.	\$900.00	70	13	\$76,500	\$62,293	\$6,370	\$450	\$5,395	NATT		
Emergency Cut-Off Switch Bank	1	Ea.	\$7,350.00	60	3	\$7,350	\$6,983	\$714	\$184	\$2,212	RN		Electrical room/ boiler room
Fire Control Communicator	1	Ea.	\$1,500.00	30	1	\$1,500	\$1,450	\$148	\$113	\$1,352	RN		Trouble board
Fire Control Panel	1	Ea.	\$3,800.00	30	25	\$3,800	\$633	\$65	\$12	\$149	NATT		
Wall Mount Flood Light Fixtures	4	Ea.	\$615.00	25	5	\$2,460	\$1,968	\$201	\$38	\$452	NATT		
Electric Panel Box - 125 Amp	1	Ea.	\$925.00	60	40	\$925	\$308	\$32	\$2	\$22	NATT		Replaced in 1997
Electric Panel Box - Common Areas	1	Ea.	\$1,050.00	60	9	\$1,050	\$693	\$91	\$9	\$107	NATT		
Emergency Cut-Off Switch - 100 Amp	1	Ea.	\$775.00	60	9	\$775	\$659	\$67	\$7	\$79	NATT		
Emergency Cut-Off Switch - 30 Amp	1	Ea.	\$350.00	60	9	\$350	\$298	\$30	\$3	\$36	NATT		
Emergency Cut-Off Switches	4	Ea.	\$545.00	60	9	\$2,180	\$1,853	\$189	\$18	\$221	NATT		
Aluminum Lamp Post w/ Fixture	2	Ea.	\$1,650.00	40	6	\$3,300	\$2,805	\$287	\$42	\$502	NATT		At pool, needs replacement
Telephone Main Panel Board	1	Ea.	\$2,800.00	40	11	\$2,800	\$2,030	\$208	\$20	\$236	NATT		Doesn't include phone wiring throughout bldg.

\*NOTE: Utility Piping quantities have been estimated, further analysis is recommended

<b>TOTALS</b>						<b>\$1,777,555</b>	<b>\$1,272,742</b>	<b>\$130,154</b>	<b>\$16,730</b>	<b>\$200,759</b>			
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### III.2. THE CASH FLOW METHOD SUMMARY

A review of the "Cash Flow" method (see page 21) reveals that the reserve account **will not** have sufficient funds available in 2025 for future replacements if maintained at current levels. In order to maintain a positive cash position in the Capital Reserve Fund through the next 40 years, the existing reserve contribution would need to be increased annually to prevent the Reserve account from becoming underfunded due to expected replacements.

Using the Cash flow spreadsheet we found two ways that the reserve account could be brought into a positive funding situation.

#### **Option A**

Our Cash Flow projection shows that an increase to the current Capital Reserve Fund is needed in order to repair/replace future scheduled components without becoming under funded in 2025. Option A shows a total special assessment of \$401,403 combined with an annual contribution increase of 15% is needed until 2025 when contributions can be decreased to 0% for the remainder of the study. This level of funding increase is based on a Minimum Baseline of Zero (\$1). Under Option A your Capital Reserve fund will have the necessary funds to repair/replace future scheduled components for the duration of this 40 study without becoming underfunded.

#### **Option B**

A more aggressive method of maintaining Reserve Funds at positive levels would be to increase the total special assessment to \$656,250 combined with an annual contributions of 12% until 2024, when contributions can be decreased to a 2% annual increase. Option B is based on a **\$320,668** threshold which is approximately 10% of Total Replacement Cost. The 10% threshold will allow the association to cover any additional unforeseen early replacements that may arise during the 40 year scope of this study.

*\*The organization's accountant may be able to suggest additional strategies to reach the desired funding levels.*

Our cash flow does take into account interest on the reserve account, which we calculated at 1.8% based on average returns, and we used an inflation rate of 4.5% compounded annually. While earned interest in the next few years may be close to zero, 1.8% has been established as a report average. Construction costs can fluctuate tremendously at a higher percentage rate than the average consumer rates of inflation. We recommend for that reason alone, that the organization update their reserve study at least every three years as it would reflect current situations with the facility's assets, reserve accounts, interest and inflation costs and not projected.

In general, as a community ages, more expensive assets will require repair and/or replacement potentially depleting the reserve account. We highly recommend placing assets that require regular maintenance (such as concrete, asphalt rejuvenation and brick repointing) on inspection schedules to make sure assets are properly maintained before areas can become severely deteriorated requiring either earlier than anticipated replacement or more costly repairs.

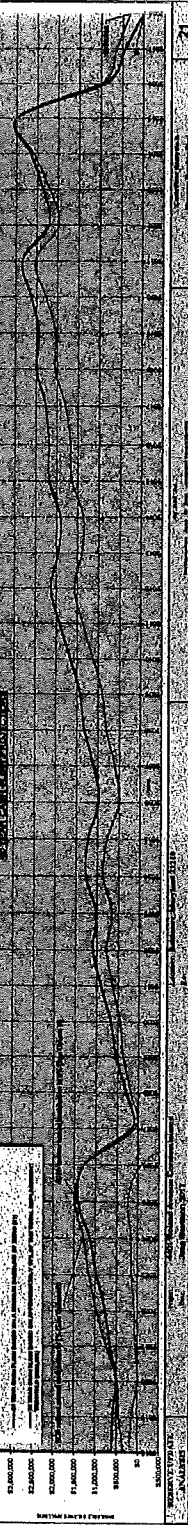
**It is our opinion, based on this analysis, that your Association will need a special assessment of \$401,403 combined with a minimum 15% increase to the existing annual contribution to prevent under funding in 2025. The annual contribution can then decrease to 2% in 2025 for the remainder of the study. It is important to prevent the need of future special assessments to cover scheduled replacements and repairs. Based on it's current component schedule this strategy should be sufficient to maintain positive reserve funding levels at 4401 Roland Avenue Condominium Association for the duration of this 40 year study.**

III.2.a CASH FLOW METHOD OF RESERVE FUNDING

YEAR	20 YEAR CASH FLOW BASED ON CURRENT FUNDING LEVELS											
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Available Cash Resources Balance	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000
Annual Cash Resources Contribution	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Annual Cash Resources Requirement	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Available Cash Resources Balance	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000

YEAR	20 YEAR CASH FLOW BASED ON A 10% RISK ADJUSTED RATE											
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Available Cash Resources Balance	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000
Annual Cash Resources Contribution	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Annual Cash Resources Requirement	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Available Cash Resources Balance	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000

YEAR	20 YEAR CASH FLOW BASED ON APPROXIMATELY 90% OF THE TOTAL REPLACEMENT TRESHOLD (90%RT)											
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Available Cash Resources Balance	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000
Annual Cash Resources Contribution	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Annual Cash Resources Requirement	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Available Cash Resources Balance	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000



Notes: 1. All values are in dollars. 2. All values are rounded to the nearest dollar. 3. All values are based on current funding levels. 4. All values are based on a 10% risk adjusted rate. 5. All values are based on approximately 90% of the total replacement threshold (90%RT).



Site Components

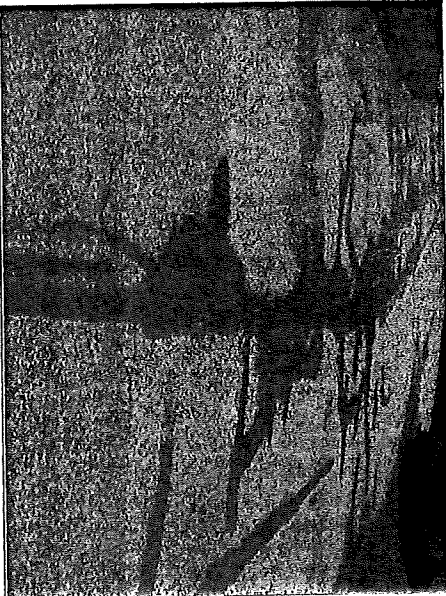


Photo 1: As asphalt becomes dry it is more vulnerable to cracks and deterioration. It is recommended that paving be schedule for total replacement and a rejuvenation shortly after.

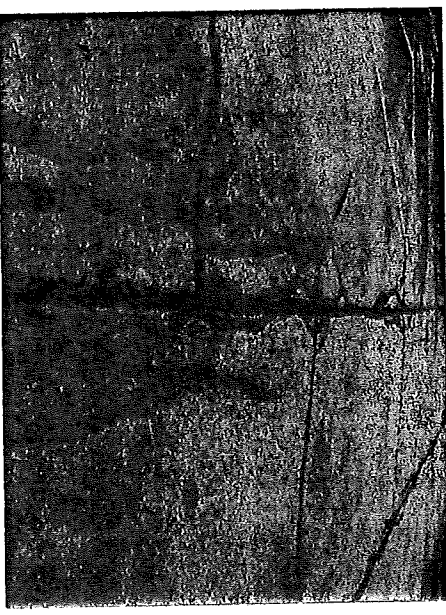


Photo 2: Large seems throughout the lot will need continuous repairs as the temporary patching fails. This will leave the subbase vulnerable to further deterioration.

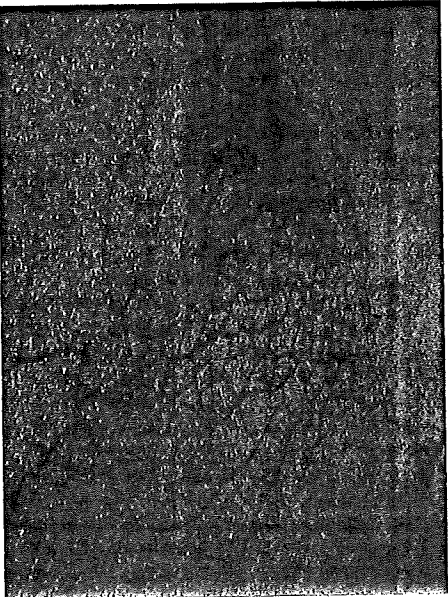


Photo 3: Typical reaction of asphalt as it becomes brittle. As water continues to infiltrate the crack, the sub-base will begin to deteriorate and expand from freezing will lead to a more costly replacement of asphalt.

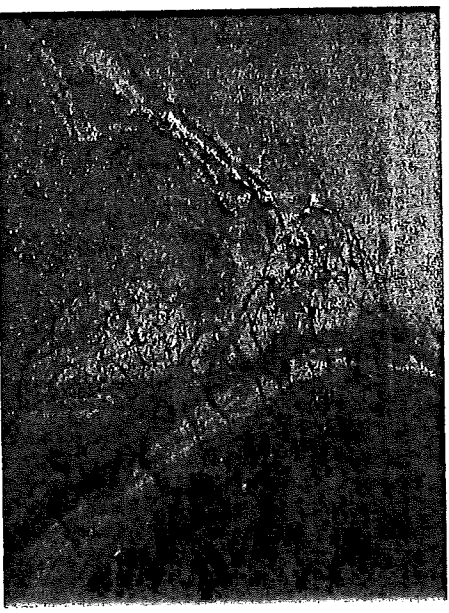


Photo 4: Current condition of asphalt curbing. We recommend curbing be replaced at the time the asphalt is for favorable pricing.

### Site Components

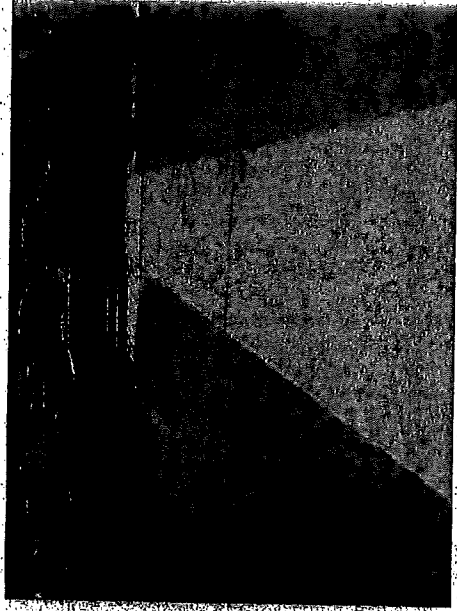


Photo 5: Concrete sidewalks are in good condition with no signs of major deterioration. The Association has been active in replacing problematic areas.

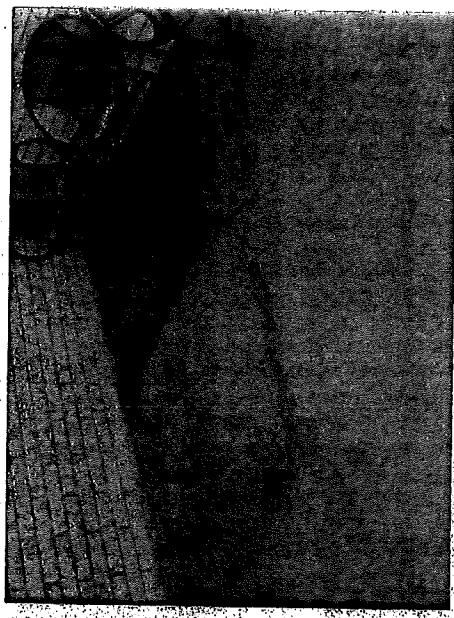


Photo 6: Large crack in the concrete slab outside the rear entrance of the building will need to be sealed to prevent further cracking.

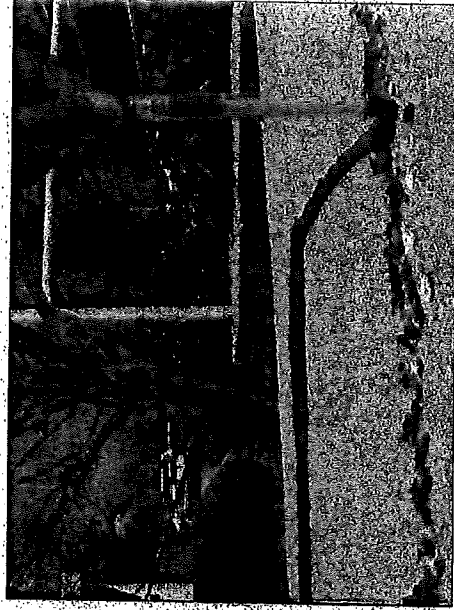


Photo 7: Tripping hazard just above the stairs leading to the rear entrance of the building should be repaired ASAP to prevent injury.

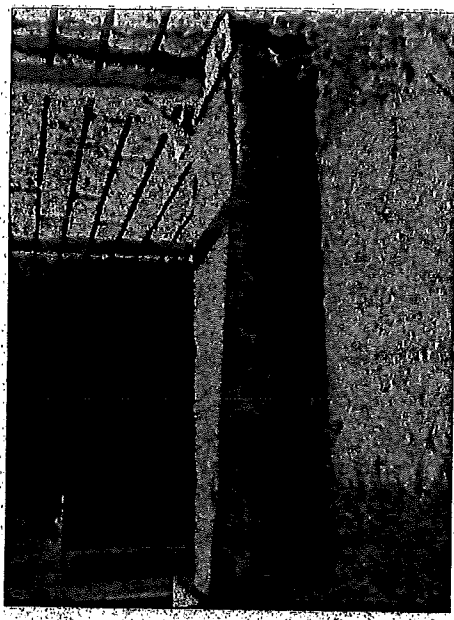


Photo 8: Another tripping hazard outside the boiling room exit.

### Site Components

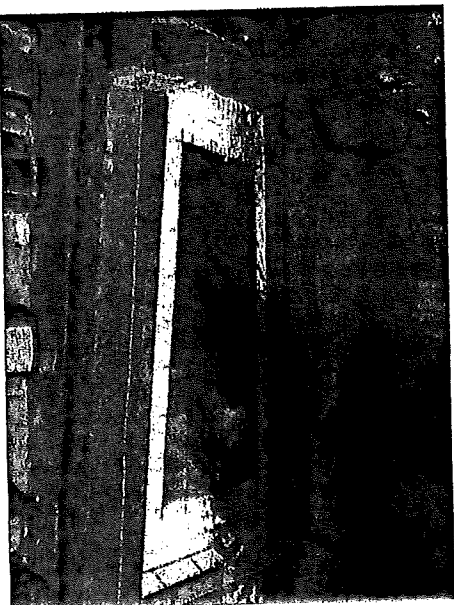


Photo 9: Pool underwent a major renovation in 2016. Pool equipment in need of replacement. Wooden fencing has been painted which will prolong its useful life.

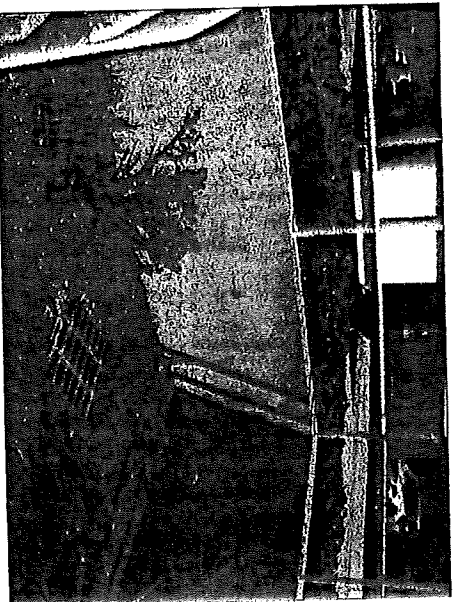


Photo 11: Concrete retaining wall and metal railing were in good condition with no areas of concern documented.

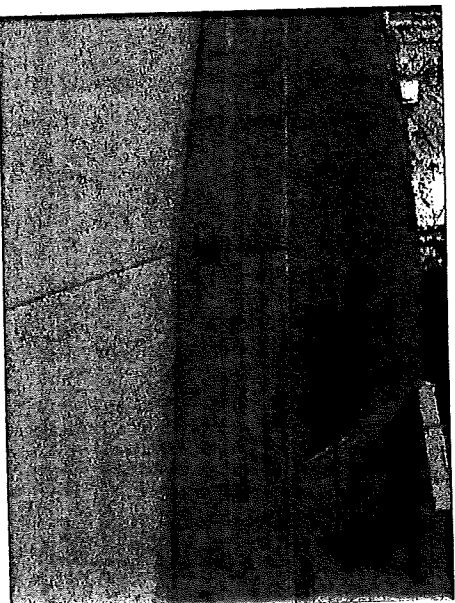


Photo 10: Wooden retaining wall has an area of spalling near the garage entrance. Further analysis needed.

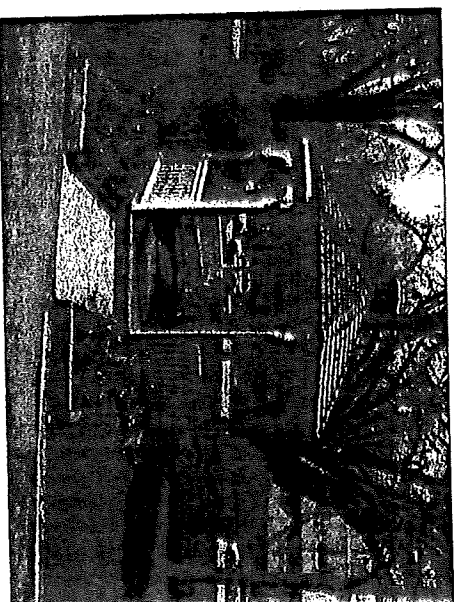


Photo 12: The Gazebo has been maintained but nearing its useful life span

### Exterior Components

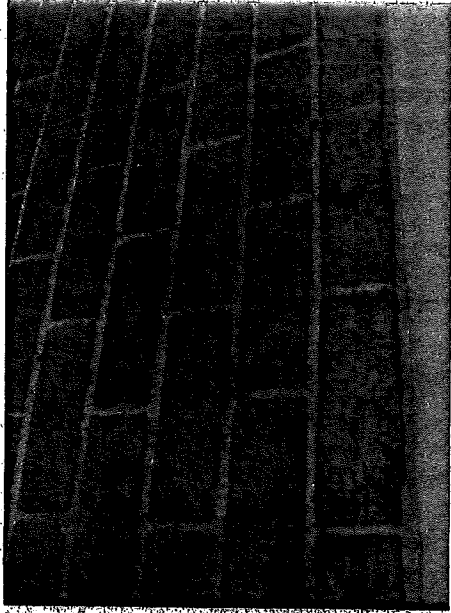


Photo 13: Continuation of the exterior repointing is recommended to large sections of the walls.

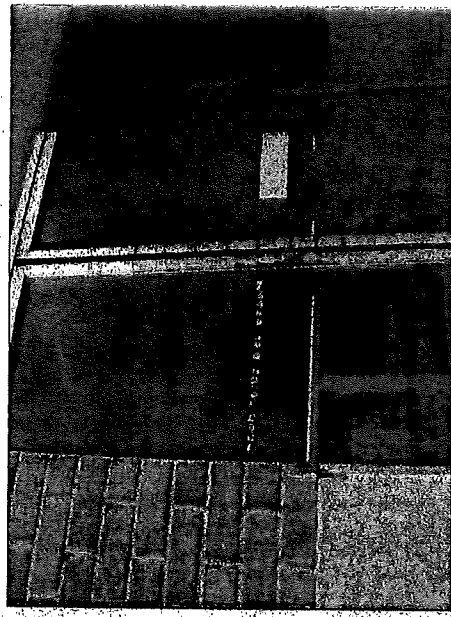


Photo 14: Exterior glass doors are at the end of their useful life and should be scheduled for replacement soon.



Photo 15: Exterior metal door on the roof was in poor condition and should be scheduled for replacement.

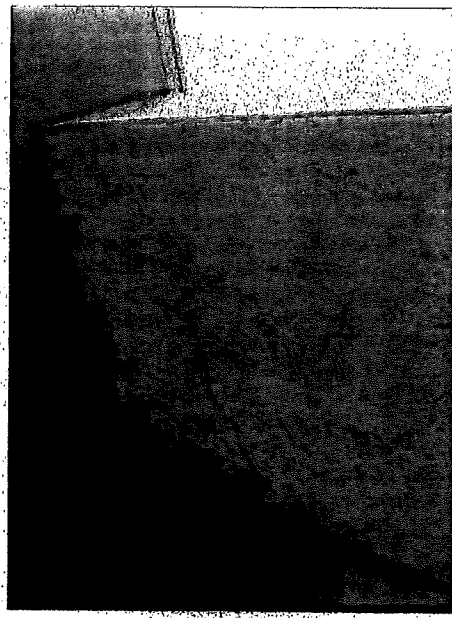


Photo 16: A large crack was found at the entrance column. Further analysis recommended.

**Exterior Components**

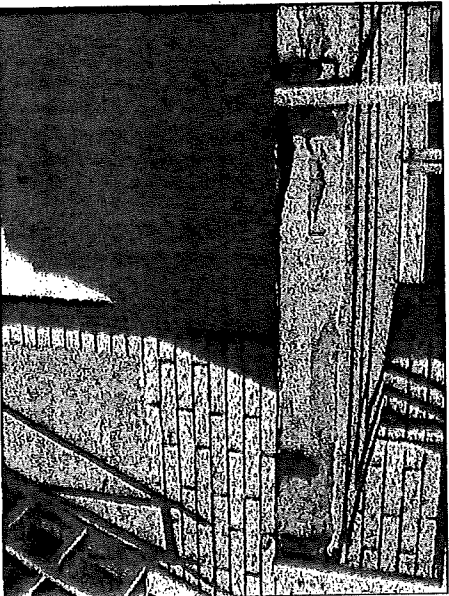


Photo 17: The concrete platforms at the emergency exit were in poor condition and in need of immediate repair.

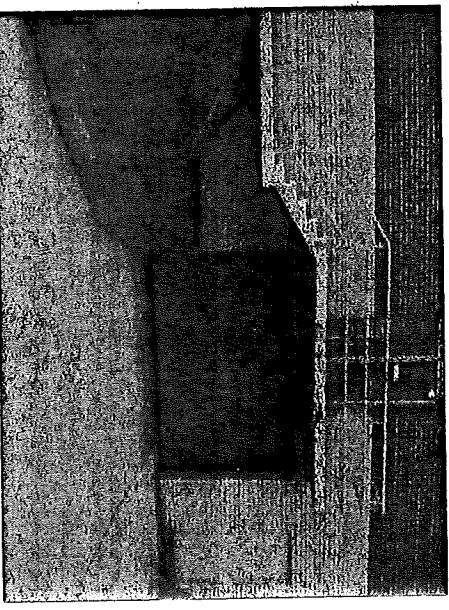


Photo 18: Garage door was in good condition and fully operable.

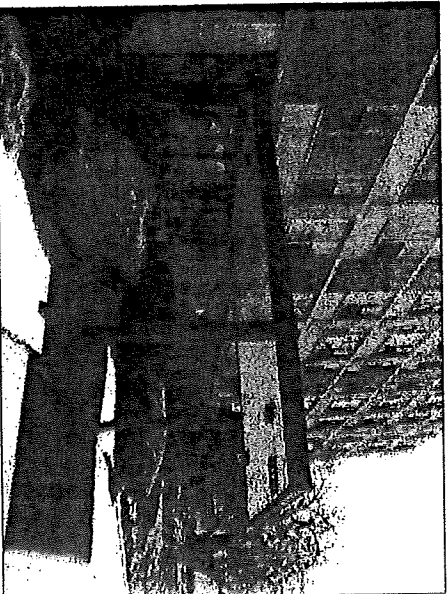


Photo 19: The Roof of the canopy is nearing the end of its useful life. Electrical fixtures are also in need of replacement.

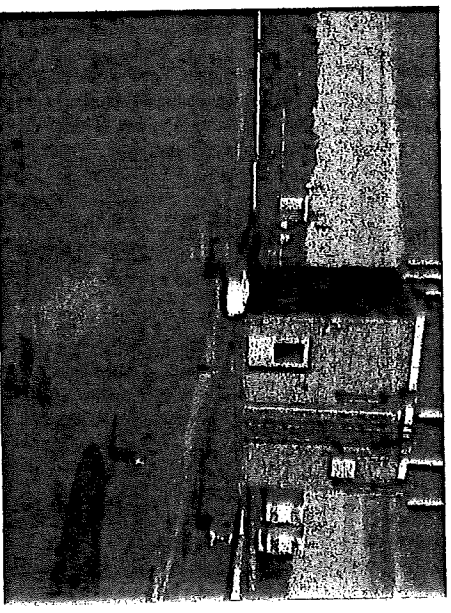


Photo 20: Current condition of Roof. Roof replacement in 2016

### Interior Components

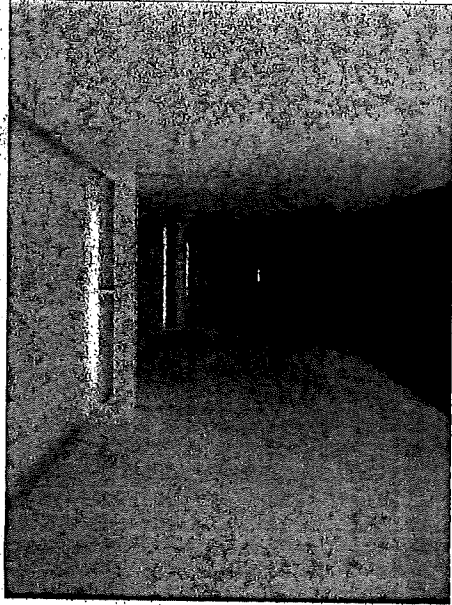


Photo 21: The Association is looking to replace the current interior wall coverings throughout the buildings residential hallways. We recommend that this high dollar item be phased.

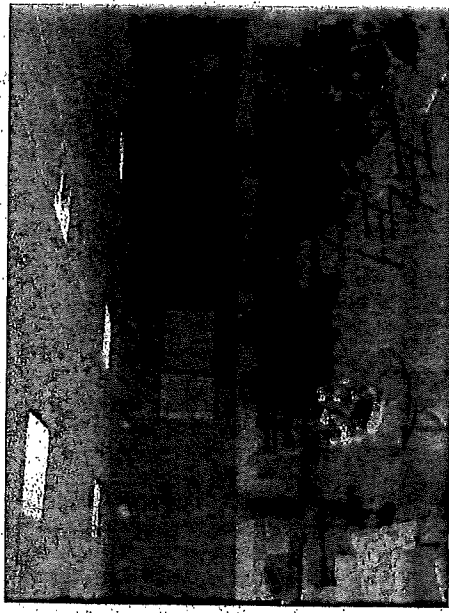


Photo 22: Components in the community room are nearing the end of their useful life. Components can be replaced when the association agrees on the future use of the space.



Photo 23: Typical boiler unit observed on site.

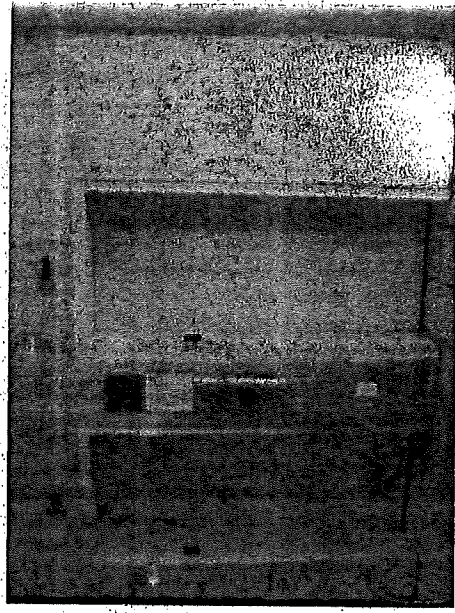


Photo 24: Elevator controls and equipment were recently updated however the elevator cabs are due for renovation.

Asset Location/Description	Quantity	Unit	Unit Cost	Est. Remain. Life	Current Replace. Cost	Notes
Pool Filters	1	Ea.	\$1,815.00	1	\$1,815	
Pool Pump	1	Ea.	\$850.00	1	\$850	
Glass Doors	4	Pt.	\$5,850.00	1	\$23,400	
Metal Doors	4	Ea.	\$635.00	1	\$2,540	
Glass Doors at Stairwells	2	Pt.	\$4,950.00	1	\$9,900	
Concrete Entry Stairs & Platform	1	L.S.	\$5,750.00	1	\$5,750	
Carpet in Community Room	82	S.Y.	\$20.00	1	\$1,640	
Metal Doors - Double	2	Pt.	\$1,200.00	1	\$2,400	
Mailboxes	1	L.S.	\$4,500.00	1	\$4,500	
Air Handling Unit	1	Ea.	\$21,000.00	1	\$21,000	
Boiler Impellers	1	L.S.	\$3,650.00	1	\$3,650	
Heat Pump	1	Ea.	\$3,750.00	1	\$3,750	
Fire Control Communicator	1	Ea.	\$1,500.00	1	\$1,500	
<b>ESTIMATED REPLACEMENT COST 2015 (Year 1)</b>					<b>\$82,695</b>	
Metal Doors (double)	2	Pt.	\$1,150.00	2	\$2,300	
Wallpaper	27,770	S.F.	\$3.75	2	\$104,138	
Horizontal Blinds	1	L.S.	\$510.00	2	\$510	
Vertical Blinds	1	L.S.	\$775.00	2	\$775	
Elevator Cab	2	Ea.	\$12,000.00	2	\$24,000	
Fire Pull Station	22	Ea.	\$155.00	2	\$3,410	
Metal Trash Chute Doors	6	Ea.	\$315.00	2	\$1,890	
<b>ESTIMATED REPLACEMENT COST 2016 (Year 2)</b>					<b>\$137,023</b>	

5 Year Prioritized List continued on next page

**The 4401 Roland Avenue Condominium Association**

4401 Roland Avenue • Baltimore • Maryland • 21210

Reserve Update June 2017

Asset Location/Description	Quantity	Unit	Unit Cost	Est. Remain. Life	Current Replace. Cost	Notes
Asphalt Paving Replacement	4,646	S.Y.	\$20.00	3	\$92,920	
Asphalt Curb Replacement	2,492	L.F.	\$6.20	3	\$15,450	
Pole Light Fixture	14	Ea.	\$1,285.00	3	\$17,990	
Community Room Furnishings	1	L.S.	\$12,000.00	3	\$12,000	
Relief Ventilators	6	Ea.	\$2,450.00	3	\$14,700	
Trash Compactor	1	Ea.	\$18,250.00	3	\$18,250	
Disconnect Switch - 600 Amp	3	Ea.	\$3,500.00	3	\$10,500	
Disconnect Switch Panel - 1200 Amp	1	Ea.	\$7,000.00	3	\$7,000	
Emergency Cut-Off Switch Bank	1	Ea.	\$7,350.00	3	\$7,350	
<b>ESTIMATED REPLACEMENT COST 2017 (Year 3)</b>						
					<b>\$196,160</b>	
Asphalt Paving Rejuvenation	4,646	S.Y.	\$2.00	4	\$9,292	
Wood Fence at Pool Equipment	40	L.F.	\$25.00	4	\$1,000	
Hot Water Heater Pumps - 1/4 H.P.	2	Ea.	\$2,250.00	4	\$4,500	
Pumps at Boilers - 1/3 H.P.	2	Ea.	\$1,650.00	4	\$3,300	
<b>ESTIMATED REPLACEMENT COST 2018 (Year 4)</b>						
					<b>\$18,092</b>	
Concrete Sidewalk Phase 2	1,500	S.F.	\$7.80	5	\$11,700	
Gazebo	1	L.S.	\$8,000.00	5	\$8,000	
Supply/ Exhaust Fans	4	Ea.	\$3,750.00	5	\$15,000	
Exhaust Vents	3	Ea.	\$1,400.00	5	\$4,200	
Heaters	2	Ea.	\$1,500.00	5	\$3,000	
Sink	1	Ea.	\$500.00	5	\$500	
Toilet	1	Ea.	\$1,000.00	5	\$1,000	
Vent Grilles in Hallways	12	Ea.	\$170.00	5	\$2,040	
4' Fluorescent Strip Fixture	53	Ea.	\$70.00	5	\$3,710	
Ceiling Light Fixture - Large	5	Ea.	\$715.00	5	\$3,575	
Ceiling Light Fixture - Small	11	Ea.	\$425.00	5	\$4,675	
Wall Mount Flood Light Fixtures	4	Ea.	\$615.00	5	\$2,460	
					<b>\$59,860</b>	

**\*END OF REPORT\***



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# Investment Practices

REPORT #1

Reserve Studies/  
Management

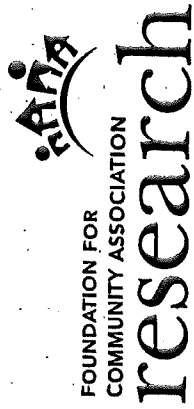
FOUNDATION FOR  
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research

# best practices

REPORT # 1

## Reserve Studies/ Management

Published by  
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*Community Associations Institute (CAI) and the Foundation for Community Association Research are dedicated to conducting research and acting as a clearinghouse for information on innovations and best practices in community association creation and management.*

## **What are Best Practices?**

The Foundation for Community Association Research is proud to offer function-specific Best Practices Reports in the community association industry. The Foundation has developed best practices in select topic areas using a variety of sources, including, but not limited to, recommendations from industry experts and various industry-related publications. The outcomes of the Best Practices project include:

- documented criteria for function-specific best practices;
- case studies of community associations that have demonstrated success; and
- the development of a showcase on community excellence.

The benefits of benchmarking and developing best practices include: improving quality; setting high performance targets; helping to overcome the disbelief that stretched goals are possible; strengthening cost positions; developing innovative approaches to operating and managing practices; accelerating culture change by making an organization look outward rather than focusing inward; and bringing accountability to the organization because it is an ongoing process for measuring performance and ensuring improvement relative to the leaders in the field.

The Foundation's entire catalog Best Practices Reports is available at [www.cairf.org](http://www.cairf.org) as a free download and for sale in CAI's bookstore.

# Overview

Community associations come in all sizes. They vary in age, amenities provided, and maintenance obligations. Careful planning for future repairs and replacements is not only in the best physical and fiscal interests of the community association, it is required by law in some states. Maintaining a reserve fund not only meets legal, fiduciary and professional requirements, it also minimizes the need for special assessments and enhances resale values.

Every community association requires a different amount of cash in reserves to complete repair or replacement projects on schedule without special assessments or loans. How does an association properly determine and compile adequate reserves to fund necessary repair and replacement costs? By conducting reserve studies.

## Definition of Reserve Studies

There are two components of a reserve study—a physical analysis and a financial analysis. During the physical analysis, a reserve provider evaluates information regarding the physical status and repair/replacement cost of the association's major common area components. To do so, the provider conducts a component inventory, a condition assessment, and life and valuation estimates. A financial analysis assesses only the association's reserve balance or fund status (measured in cash or as percent funded) to determine a recommendation for an appropriate reserve contribution rate (funding plan).

## Types of Reserve Studies

Reserve studies fit into one of three categories: *Full*, *Update*, *With-Site-Visit/On-Site Review*, and *Update*, *No-Site-Visit/Off Site Review* (listed from exhaustive to minimal).

- In a *Full* reserve study, the reserve provider conducts a component inventory, a condition assessment (based upon on-site visual observations), and life and valuation estimates to determine both a fund status and a funding plan.
- In an *Update*, *With-Site-Visit/On-Site Review*, the reserve provider conducts a component inventory (verification only, not quantification), a condition assessment (based on on-site visual observations), and life and valuation estimates to determine both a fund status and a funding plan.
- In an *Update*, *No-Site-Visit/Off Site Review*, the reserve provider conducts life and valuation estimates to determine a fund status and a funding plan.

## Contents of a Reserve Study

A reserve study should include the following:

- A summary of the association, including the number of units, physical description, and the financial condition of the reserve fund.
- A projection of the reserve starting balance, recommended reserve contributions, projected reserve expenses, and the projected ending reserve fund balance for a minimum of 20 years.
- A tabular listing of the component inventory, component quantity or identifying descriptions, useful life, remaining useful life, and current replacement cost.
- A description of the methods and objectives utilized in computing the fund status and in the development of the funding plan.
- Source(s) utilized to obtain component repair or replacement cost estimates.
- A description of the level of service by which the reserve study was prepared and the fiscal year for which the reserve study was prepared.

## Disclosure

Experts recommend the following items be included in a comprehensive reserve study:

- A statement disclosing other involvement(s) with the association that could result in actual or perceived conflicts of interest.
- A narrative description of the physical analysis that details how the on-site observations were performed, i.e. representative sampling vs. all common areas, destructive



- testing or not, field measurements vs. drawing take-offs, etc.
- A description of the assumptions utilized for interest and inflation, tax and other outside factors for the financial analysis.
- A written explanation of the credentials (state or organizational licenses/credentials) held by the individual who prepared the reserve study or oversight.
- A report on how the current work is reliant on the validity of prior reserve studies.
- Discussion of material issues which, if not disclosed, would cause a distortion of the association's situation.
- Reliable information provided by the association's official representative regarding financial, physical, quantity or historical issues. The reserve study will be a reflection of information provided to the consultant and assembled for the association's use, not for the purpose of performing an audit, quality/forensic analyses, or background checks of historical records.
- The actual or projected reserve balance total presented in the reserve study based upon information provided.
- Accurate reserve components as determined in the *Update With-Site-Visit* and *Update With No-Site-Visit* levels of service.
- A description of reserve projects which is considered reliable. Any on-site inspection should not be considered a project audit or quality inspection.

### **Determining a Reserve Schedule**

A reserve schedule is the financial summary of the reserve study. Its format depends on the funding method used (see "Selecting a Funding Plan" section). During the development of a reserve schedule, the association and its reserve specialist should follow the steps detailed in Figure 1 on the opposite page.

### **Establishing a Preventive Maintenance Schedule**

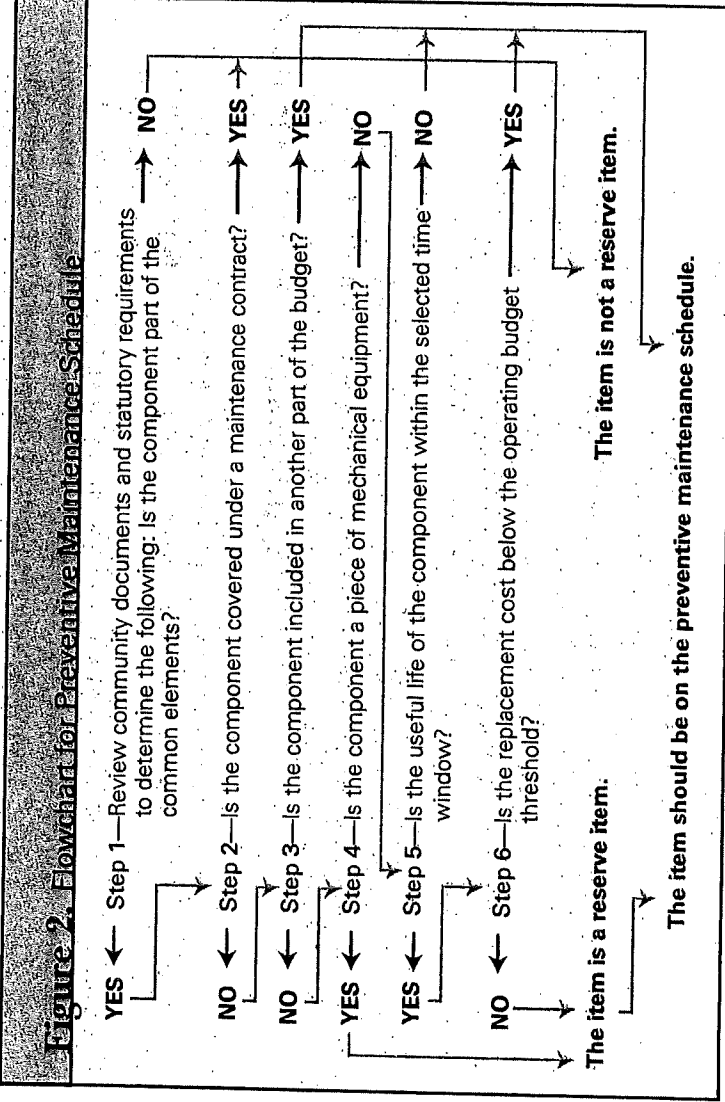
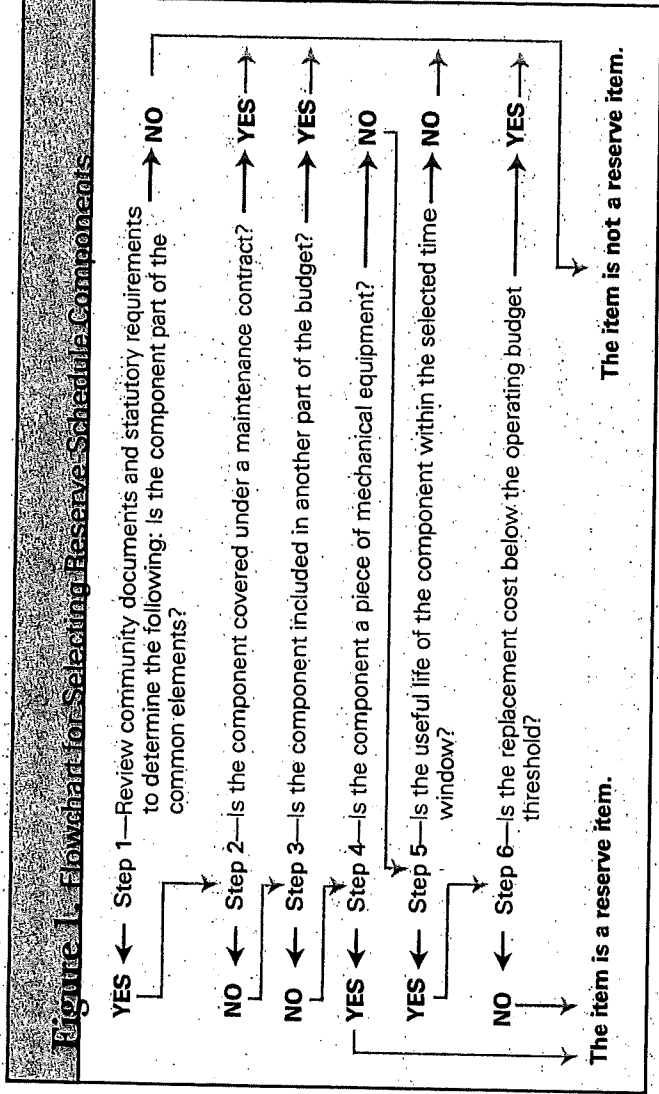
Once you've determined which items are reserve components, it's time to establish a preventive maintenance schedule. Associations should establish a preventive maintenance schedule for two primary reasons:

1. If associations do not maintain the components on the reserve schedule, they will not attain their full useful life. Consequently, the components will need to be replaced earlier and the replacement cost will need to be collected over a shorter period of time. This could result in possible special assessments.
2. If associations do not maintain the components that are not included in the reserve schedule, they may require replacement whereas if they were maintained, they would not. For example, wood siding, when maintained properly, will last indefinitely. Without proper maintenance, it may need to be completely replaced in the future.

Figure 2 on the opposite page is a flowchart to assist you in developing a preventive maintenance schedule.

### **Selecting a Funding Plan**

Once your association has established its funding goals, the association can select an



appropriate funding plan. There are four basic strategies from which most associations select. It is recommended that associations consult professionals to determine the best strategy or combination of plans that best suit the association's need. Additionally, associations should consult with their financial advisor to determine the tax implications of selecting a particular plan. Further, consult with the American Institute of Certified Public Accountants (AICPA) for their reporting requirements (see Financial Reporting section on page 7). The four funding plans and descriptions of each are detailed below. Associations will need to update their reserve studies more or less frequently depending on the funding strategy they select.

- **Full funding**—The goal of this funding strategy is to attain and maintain the reserves at or near 100 percent. For example, if an association has a component with a 10-year life and a \$10,000 replacement cost, it should have \$3,000 set aside for its replacement after three years (\$10,000 divided by 10 years=\$1,000 per year X 3 years=\$3,000). In this case, \$3,000 equals full funding.
- **Baseline funding**—The goal of this funding method is to keep the reserve cash balance above zero. This means that while each individual component may not be fully funded, the reserve balance does not drop below zero during the projected period. An association using this funding method must understand that even a minor reduction in a component's remaining useful life can result in a deficit in the reserve cash balance. Associations can implement this funding method more safely by conducting annual reserve updates that include field observations.
- **Threshold funding**—This method is based on the baseline funding concept. The minimum reserve cash balance in threshold funding; however, is set at a predetermined dollar amount.
- **Statutory funding**—This method is based on local statutes. To use it, associations set aside a specific minimum amount of reserves as required by statutes.

### **Developing an Investment Policy**

Developing an investment policy is suggested to set a standard and procedure for investing reserve funds. It also allows boards to make consistent choices and brings structure and continuity to the decision. When developing an investment policy, the board should discuss and evaluate the following topics: general policy, goals and objectives, investment strategy, investment securities' selection criteria, and review and control policies.

Additionally, many states have laws protecting community associations from making what some would consider risky investments. It is suggested that associations review state laws related to reserves; review association documents regarding reserves; consult with service providers such as an attorney, an accountant and a community association manager; and conduct yearly reserve policy reviews.

See the sample investment policy on the opposite page.

**sample investment policy**

*The XYZ Condominium, Rockville, Maryland*

BE IT RESOLVED that the replacement reserves shall be invested in such amounts as may be authorized by the Board of Directors in accordance with the following policy:

A. No funds shall be deposited or invested except in authorized investments.

Authorized investments are those that are in accordance with the Maryland Condominium Act and with the declaration and bylaws of the XYZ condominium and that are obligations of, or fully guaranteed by, the U.S. government.

B. All accounts, instruments, and other documentation of such investments shall be subject to the approval of, and may from time to time be amended by, the board of directors as appropriate, and they shall be reviewed at least annually.

C. Investments shall be guided by the following goals, listed in decreasing order

Approved by the XYZ Condominium Board of Directors, (insert date)

of importance:

a. *Safety of principal.* The long-term goal is safety of the replacement reserves.

b. *Liquidity and accessibility.* Funds should be readily available for projected or unexpected expenditures.

c. *Minimal costs.* Investment costs (redemption fees, commissions, and other transaction costs) should be minimized.

d. *Professional management.* Funds should be invested with professional managers who have good reputations and sound credentials.

e. *Return.* Funds should be invested to seek the highest level of return that is consistent with preservation of the purchasing power of the principal and accumulated interest.

## Financial Reporting

In the early 1990s, the AICPA developed the *AICPA Audit and Accounting Guide: Audits of Common Interest Realty Associations (CIRA)* to establish accounting standards for accountants to use when composing the financial statements for common interest realty associations. The guide outlines what needs to be included in the financial statements and has requirements for information pertaining to future repairs and replacements.

The following should be included (see the AICPA's guide for a comprehensive list):

- Requirements, if any, in state statutes or association documents to accumulate funds for future major repairs and replacements and the CIRA's compliance or lack of compliance with them.
- A description of the CIRA's funding policy, if any, and compliance with it.
- A statement that funds are accumulated based on estimated future (or current) costs, that actual expenditures may vary from these estimates and that the variations may be material.
- Amounts assessed for major repairs and replacements in the current period, if any.
- A statement indicating whether a study was conducted to estimate remaining useful lives, future major repairs and/or future replacement costs.
- Information regarding special assessments if associations fund major repairs and replacements using them.

## Case Study #1

### RR Community Association

Size: 312 units

Location: South Orange County, California

RR Community Association ("RRCA") is a condominium association located in South Orange County, California. RRCA, which was constructed from the mid- to late-1980s, consists of 312 units contained in 39 nearly identical 8-unit buildings. There are private roadways, two pool areas and extensive landscaped areas. The association's reserve components include the following:

- Roadways (asphalt and concrete)
- Roofs (flat and pitched composition shingle)
- Paint (stucco, woodwork, and tubular steel)
- Fencing, Walls and Gates
- Lighting (buildings, walkways, streets and pool areas)
- Two Pool Areas (each with pool, spa and restroom building)
- Tot Lot
- Deck Surfaces (entrance stairways and balconies)
- Doors (garage and utility closets)
- Landscaping (irrigation system, slopes, tree trimming)
- Miscellaneous Components (awnings, rain gutters, etc.)

Steve Jackson, RS, started working with RRCA in the early-1990s. His first analyses concluded that while the association had a significant reserve fund, it was underfunded by approximately 40 percent. Based on his analyses and recommendations, the association contributed to their reserve fund to cover the normal deterioration of reserve components and also to correct their underfunded reserve position through time. With 312 units contributing to the reserve fund, the total reserve fund grew rapidly. However, everything is relative. With 312 units, the association also faced significant reserve expenditures in the future to properly maintain the community.

During the early- to mid-1990s, deterioration of the reserve components occurred at a more rapid rate than had been estimated. The association was becoming increasingly underfunded. Investigation found that the association had significant construction defects. Now, not only was the association faced with funding their reserve for normal deterioration of components and to correct their underfunded position, they also had to finance litigation against the community's developer.

During the investigation and litigation, which lasted approximately 2 years, the association's board of directors had a legal duty (according to California Civil Code) to analyze and disclose to the homeowners the association's reserve fund status on an annual basis. Contrary to the opinion of some in the legal community, this duty cannot be put on hold due to ongoing litigation. Each year, upon direction from the association's legal counsel, a reserve analysis was prepared that showed the reserve fund status *as if* the reserve components were designed and constructed properly. These analyses made it possible for the association to develop budgets based on normal circumstances with the anticipation

**Case Study #1, continued**

that additional expenses or accelerated expenses caused by defective conditions would be awarded to the association through litigation. Each year the association developed their budget based on this analysis and disclosed to the homeowners the assumptions used.

As the investigation progressed, the association's construction experts formulated a repair plan and estimated the total cost to correct construction deficiencies at roughly \$3.5 million. Negotiations with the community's developer lead to a proposed settlement of \$3.75 million to be paid over a one-year timeframe. Sounds great, right? Wrong. After paying accumulated legal and expert fees as well as repaying a line of credit, the association would be left with a net settlement of \$3 million, resulting in a shortfall of approximately \$500,000. How would the association make the necessary repairs with such a settlement?

The reconstruction, which would last approximately 18 months, called for repairs, modification or replacement of many reserve components. However, the association's board of directors had only a vague idea with regard to what the impact would be to the reserve components and subsequent changes to the reserve fund status. At this time, the association had approximately \$300,000 in their reserve fund and was funding their reserves at a rate of approximately \$15,000 per month.

The association's board of directors embarked on a series of analyses addressing the big picture, not just the defective conditions and proposed settlement. RRCA's property manager and legal counsel put together a panel of experts. The board of directors relied on the analyses and recommendations of their construction experts, reserve analyst, investment advisor, management firm and legal counsel. Here's what each party did:

**Manager/Legal Counsel**—Coordinated efforts of the experts and provided information as required.

**Construction Expert**—Identified most likely reconstruction schedule including cash flow requirements. Worked with reserve analyst to determine what the impact of the reconstruction plan would be to the reserve components.

**Investment Advisor**—Developed an investment strategy that would maximize interest income during the reconstruction period and provide necessary cash flow for reconstruction activities.

**Reserve Analyst**—Developed *pro forma* reserve analysis that projected the reserve fund status post reconstruction. Determined what information was critical to this analysis and collected it from management, legal counsel and the other experts. Performed analysis (described on page 10) and reported results to the board of directors.

**Board of Directors**—Listened to the advice of management, legal counsel and experts. The board asked the right questions and did their own due diligence to confirm what they were being told.

The experts concluded that the only way this reconstruction could be completed was if the association was willing to use not only the proposed settlement, but also the association's entire reserve fund (including reserve contributions to be made during the

reconstruction period).

The question for the reserve analyst became, "what will the impact to the membership be if the existing reserve funds are spent on the reconstruction project?" The board of directors relied on the reserve analyst to determine if the settlement would be sufficient to make the association whole again...both *physically and fiscally*. The board of directors was confident that the repair plan would make the association whole *physically*. Ultimately, the board of directors wanted to know if the existing reserve funds were spent on the reconstruction project, would the reserve contribution (and likely the assessments) need to be increased. If the reserve contribution did not require an increase after the reconstruction, the board would feel that this settlement would make them whole fiscally as well.

The reserve analyst found that the following would occur:

1. By the end of the reconstruction period, the association would spend nearly all of their reserve funds to finance the reconstruction. This would bring the reserve fund status from approximately 60 percent funded down to nearly zero.
2. Most of the major reserve components, which had been scheduled in previous reserve analyses to be addressed in the near future (i.e., flat roofs, painting, deck maintenance, etc.), would be addressed during the reconstruction period.
3. While the association's reserve fund status would be "weak" post reconstruction, the association would be able to pay for reserve expenses as they occurred and rebuild their reserve fund to a suitable level within approximately three years. After approximately five years, the association would be approaching "ideal" reserve fund status (i.e., 90% to 100% funded). All of this would be accomplished with no initial increase to the reserve fund contribution and only minimal increases through time.

During 1998, based on the analyses of their experts, the board of directors accepted the proposed settlement on behalf of the association. The reconstruction of the community was completed (ahead of schedule and within budget) during 1999. Almost the association's entire reserve fund was used to finance the reconstruction.

As of January 2000, the association's reserve fund was 22 percent funded. As planned, the 2000 fiscal year budget called for only a modest increase (consistent with the cost of living) to the reserve fund contribution. By the end of 2000, the association will be 36 percent funded. By the end of 2002, the association expects to be near 60 percent funded and by the end of 2005, they expect to be approaching an ideal reserve fund status.

Submitted by Steve Jackson, RS, Advanced Reserve Solutions, Inc.

**case study #2****"ABC" Community Association**

*Size:* 134 units

*Location:* Kauai, Hawaii

Located in Kauai, Hawaii, this 134-unit large resort condominium (apartment style) property was built in 1976. The association was originally designed to be a timeshare tennis club. However, that concept did not appeal to buyers and the plan was adjusted to present units in the association for sale as homes. It has experienced its share of trials through the years. The original developer took its time withdrawing from the association and turning it over to homeowner control. There were threats of converting the association to timeshare. There was the major rebuilding effort after Hurricane Iniki in September 1992. On the bright side, the community is now under a new management organization that has its roots in hotel and vacation ownership management and an appreciation for quality, cost-effective maintenance rather than a continuation of band-aid projects. Currently, there are 48 owners—47 individual owners and one large owner who operates their portfolio of units in a vacation club (timeshare) concept.

This association has had a mixture of reserve studies over the years. The first reserve study was a professional *Full* reserve study done in 1995 for fiscal year (FY) 1996. It found that the association was 17 percent funded and recommended monthly reserve contributions (MRC) of \$17,700.

In 1996, the association performed a *Do-It-Yourself* Reserve Study Kit, in which they assembled the physical information on the property and obtained professional assistance in crunching the numbers and generating a report. In this report for FY 1997, they were found to be 29 percent funded and an effective MRC was computed to be \$12,700. In 1997, a professional *No-Site-Visit Update* reserve study was done for FY 1998. That reserve study found them to be 45 percent funded and recommended a MRC of \$12,600.

In 1998, the association had a professional *No-Site-Visit Update* reserve study done for FY 1999. That reserve study found them to be again 45 percent funded, and recommended a MRC of \$13,000. In 1999 they also had a professional *No-Site-Visit Update* reserve study done for FY 2000, which found them to be 47 percent funded and recommended a MRC of \$14,500. In 2000 they had a professional *With-Site-Visit Update* reserve study done for FY 2001. That reserve study found them to be 44 percent funded and again recommended a MRC of \$14,500.

Despite starting at a weak 17 percent funded and even through the expenditures of many large repainting, asphalt resurfacing, and repair projects, the community association has increased its reserve fund strength to the 40-50 percent range over the last few years. Their expectation is continued growth in the strength of their reserve fund, judicious use of their maintenance budget, wise expenditures of reserves, and a strong reserve contribution rate. The association has never experienced a special assessment.

*Submitted by Robert M. Nordlund, P.E., RS, Association Reserves, Inc.*



## case study #3

### The Woodlands at West Orange Condominium Association

Size: 174 units

Location: West Orange, New Jersey

Since transition from developer control, the board of directors at The Woodlands at West Orange Condominium Association has funded the reserves in accordance with the recommendations in the initial capital reserve study and subsequent bi-annual updates. This strong belief in adequate reserves recently helped the association through a major roof replacement. Like many communities built in the 1980's, the roofs at The Woodlands contained fire-retardant treated (FRT) plywood that was subsequently found to be unsuitable for the construction of roofs. In 1996, within the statutory limit of ten years since construction, the association began procedures to prepare the necessary back-up to file a claim for reimbursement of replacement costs with the State of New Jersey. In 1998, the State awarded the association \$254,000 toward the cost of the roof replacement project, which was anticipated to cost approximately \$1.2 million including approximately \$150,000 in roof-related enhancements.

The board of directors then faced the challenge of informing the unit owners that they were going to spend \$1.2 million. To do so, the board president called a special meeting of all unit owners on April 30, 1998—a meeting that drew the largest attendance of any meeting ever held at The Woodlands. Under the guidance of the president and the Reserve Specialist, the project was analyzed for the owners. The association had \$114,000 in available cash, of which \$60,000 would be used toward the roof project. In addition, \$606,000 was to be borrowed from the capital reserve fund and \$78,000 was to be utilized from the escrow fund. Combined with the award from the state, the association was still facing a deficit of more than \$221,000. To cover that deficit, a one-time assessment of \$1,500 per unit was levied. To ease the burden, the assessment was made payable over a twelve-month period.

Luckily, the roof replacement project was completed ahead of schedule and at a cost savings of \$61,000. The association was then faced with rebuilding its reserves and repaying the money borrowed from the capital reserve fund. At this time, the Reserve Specialist conducted another reserve analysis and found that a smaller contribution to the capital reserve fund would be sufficient to meet the association's needs. Prior to the roof project, the association was spending \$30,000 a year in repairs. Since the new roofs were installed, that expenditure was added to the annual contribution to the reserve fund. The decision to continue to make contributions to the reserve fund at the higher rate was key to the association's ability to fully restore both the reserve fund and the escrow fund in an acceptable time frame.

Thanks to a true team effort by the association board members, the Reserve Specialist, the investment consultant, and the accountant, the association is once again fully funded—with a current reserve fund of \$900,000—and the escrow fund completely restored. Moreover, the association has not had an increase in maintenance fees in seven years. This ongoing focus on reserves and quality maintenance of property has resulted in an extremely high demand for homes in The Woodlands at West Orange Condominium Association.

*Submitted by Jerome M. Fien, President, The Woodlands at West Orange Condominium Association*

## Common Terms

For those not trained to perform reserve studies, some of the terminology may seem daunting. Here are some commonly used terms:

**Cash Flow Method:** A method of developing a reserve funding plan where contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.

**Component Inventory:** The task of selecting and quantifying reserve components. This task can be accomplished through on-site visual observations, review of association design and organizational documents, a review of established association precedents, and discussion with appropriate association representative(s).

**Component Method:** A method of developing a reserve funding plan where the total contribution is based on the sum of contributions for individual components. See "cash-flow method."

**Condition Assessment:** The task of evaluating the current condition of the component based on observed or reported characteristics.

**Current Replacement Cost:** See "replacement cost."

**Deficit:** An actual or projected reserve balance less than the fully funded balance. The opposite would be a surplus.

**Effective Age:** The difference between useful life and remaining useful life. Not always equivalent to chronological age, since some components age irregularly. Used primarily in computations.

**Financial Analysis:** The portion of a reserve study where the current status of the reserves (measured as cash or percent funded) and a recommended reserve contribution rate (reserve funding plan) are derived, and the projected reserve income and expense over time is presented. The financial analysis is one of the two parts of a reserve study.

**Component Full Funding:** When the actual or projected cumulative reserve balance for all components is equal to the fully funded balance.

**Accrued Fund Balance (AFB):** The total accrued depreciation. It's an indicator against which the actual or projected reserve balance can be compared to identify the direct proportion of the "used up" life of the current repair or replacement cost. This number is calculated for each component, and then summed together for an association total. The following formula can be utilized.  $AFB = \text{Current Cost} \times \text{Effective Age/Useful Life}$

**Fund Status:** The status of the reserve fund as compared to an established benchmark such as percent funding.

**Funding Goals:** Independent of methodology utilized, the following represent the basic categories of funding plan goals:

- *Baseline Funding:* Establishing a reserve funding goal of keeping the reserve cash balance above zero.

- **Component Full Funding:** Setting a reserve funding goal of attaining and maintaining cumulative reserves at or near 100% funded.
- **Statutory Funding:** Establishing a reserve funding goal of setting aside the specific minimum amount of reserves of component required by local statutes.
- **Threshold Funding:** Establishing a reserve funding goal of keeping the reserve balance above a specified dollar or percent funded amount. Depending on the threshold, this may be more or less conservative than component full funding.

**Funding Plan:** An association's plan to provide income to a reserve fund to offset anticipated expenditures from that fund.

**Funding Principles:**

- *Sufficient Funds When Required*
- *Stable Contribution Rate over the Years*
- *Evenly Distributed Contributions over the Years*
- *Fiscally Responsible*

**Life and Valuation Estimates:** The task of estimating useful life, remaining useful life, and repair or replacement costs for the reserve components.

**Percent Funded:** The ratio, at a particular point of time (typically the beginning of the fiscal year), of the actual (or projected) reserve balance to the accrued fund balance, expressed as a percentage.

**Physical Analysis:** The portion of the reserve study where the component inventory, condition assessment, and life and valuation estimate tasks are performed. This represents one of the two parts of the reserve study.

**Remaining Useful Life (RUL):** Also referred to as remaining life (RL). The estimated time, in years, that a reserve component can be expected to continue to serve its intended function. Projects anticipated to occur in the initial year have "zero" remaining useful life.

**Replacement Cost:** The cost of replacing, repairing, or restoring a reserve component to its original functional condition. The current replacement cost would be the cost to replace, repair, or restore the component during that particular year.

**Reserve Balance:** Actual or projected funds as of a particular point in time that the association has identified for use to defray the future repair or replacement of those major components which the association is obligated to maintain. Also known as reserves, reserve accounts, cash reserves. Based upon information provided and not audited.

**Reserve Component:** The individual line items in the reserve study developed or updated in the physical analysis. These elements form the building blocks for the reserve study. Components typically are the association responsibility, have limited useful life expectancies, have predictable remaining useful life expectancies, are above a minimum threshold cost, and are as required by local codes.

## RESERVE STUDIES / MANAGEMENT

**Reserve Provider:** An individual that prepares reserve studies.

**Special Assessment:** An assessment levied on the members of an association in addition to regular assessments. Governing documents or local statutes often regulate special assessments.

**Surplus:** An actual or projected reserve balance greater than the fully funded balance.

**Useful Life (UL):** Total useful life or depreciable life is the estimated number of years that a reserve component can be expected to serve its intended function if it is properly constructed in its present application and/or installation.

## **Additional Resources**

### **Books available from CAI**

*Accounting for Managers*, by William H. Webster, 2004.

*Community Association Finances, Common Sense from Common Ground: A Collection of Articles from CAI's Award-Winning Magazine*, 2005.

*Condos, Townhomes & Homeowners Associations: How to Make Your Investment Safer*, by Patrick Hohman, 2010.

*Reserve Funds: How & Why Community Associations Invest Assets*, by Mitchell H. Frumkin, P.E., CCF, RS and Nico F. March, CFM, RRP, editors, 2009.

*Tips for Protecting Association Finances*

For more information or a CAI Press catalog, please call (888) 224-4321 (M-F, 9-6:30 ET) or visit [www.caionline.org](http://www.caionline.org).

**Best Practices Reports (available at [www.cairf.org](http://www.cairf.org)):**

*Community Harmony & Spirit*

*Community Security*

*Energy Efficiency*

*Financial Operations*

*Governance*

*Green Communities*

*Reserve Studies/Management*

*Strategic Planning*

*Transition*

## About the Foundation for Community Association Research

The Foundation provides authoritative research and analysis on community association trends, issues and operations. Our mission is to inspire successful and sustainable communities. We sponsor needs-driven research that informs and enlightens all community association stakeholders—community association residents, homeowner volunteer leaders, community managers and other professional service providers, legislators, regulators and the media. Our work is made possible by your tax-deductible contributions.

Your support is essential to our research. Visit [www.caifr.org](http://www.caifr.org) or e-mail [foundation@caionline.org](mailto:foundation@caionline.org).



## About Community Associations Institute (CAI)

Community Associations Institute (CAI) is an international membership organization dedicated to building better communities. With more than 32,000 members, CAI works in partnership with 60 chapters, including a chapter in South Africa, as well as with housing leaders in a number of other countries, including Australia, Canada, the United Arab Emirates and the United Kingdom. CAI provides information, education and resources to the homeowner volunteers who govern communities and the professionals who support them.

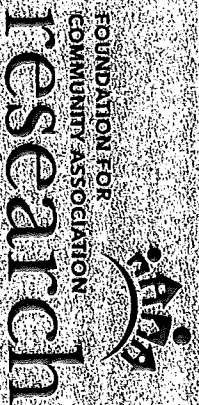
CAI members include association board members and other homeowner leaders, community managers, association management firms and other professionals who provide products and services to associations. CAI serves community associations and homeowners by:

- Advancing excellence through seminars, workshops, conferences and education programs, most of which lead to professional designations for community managers and other industry professionals.
- Publishing the largest collection of resources available on community association management and governance, including website content, books, guides, *Common Ground*™ magazine and specialized newsletters.
- Advocating on behalf of common-interest communities and industry professionals before legislatures, regulatory bodies and the courts.
- Conducting research and serving as an international clearinghouse for information, innovations and best practices in community association development, governance and management.

We believe homeowner and condominium associations should strive to exceed the expectations of their residents. We work toward this goal by identifying and meeting the evolving needs of the professionals and volunteers who serve associations, by being a trusted forum for the collaborative exchange of knowledge and information, and by helping our members learn, achieve and excel. Our mission is to inspire professionalism, effective leadership and responsible citizenship—ideals reflected in associations that are preferred places to call home.

Visit [www.caionline.org](http://www.caionline.org) or call (888) 224-4321.





6402 Arlington Blvd., Suite 500  
Falls Church, VA 22042  
[www.cafri.org](http://www.cafri.org)

## DEVELOPING FUNCTION-SPECIFIC BEST PRACTICES

in the community association industry has been a goal of Community Associations Institute and the Foundation for Community Association Research for several years. The Foundation has developed best practices in select topic areas using a variety of sources, including, but not limited to, recommendations from industry experts and various industry-related publications. The outcomes of the Best Practices project include:

- Documented criteria for function-specific best practices.
- Case studies of community associations that have demonstrated success in specific areas.
- A showcase on community excellence.



6402 Arlington Blvd., Suite 570  
Falls Church, VA 22042

[www.cfai.org](http://www.cfai.org)



# 4401 ROLAND AVENUE CONDOMINIUM, INC.

October 27, 2010

## 4401 Roland Avenue Condominium, Inc. Collection Policy for Delinquent Accounts

Effective January 1, 2011, assessment payments are due on the 1<sup>st</sup> of each month. Payments not received by the 15<sup>th</sup> of the month are subject to a \$15.00 late fee for the first month that an assessment is late. Payments not received by the 15<sup>th</sup> of the month in succeeding months (two or more) are subject to a late fee equal to 10% of that month's assessment. In addition, accounts over sixty (60) days are subject to being turned over to the association's legal council for collection. The owner(s) will be responsible for any legal fees incurred in the cost of collection.

Approved by the Board of Directors  
October 26, 2010

4401 Roland Avenue • Baltimore, Maryland 21210 • 410-889-4044

4401 Roland Avenue Condominium, Inc.  
Recycling Information

To help our maintenance staff, fellow residents, and recycling program, we offer reminders:

- 1) PLEASE out, tear, or crush into flat form all cardboard boxes and cartons (a MUST to conserve space).
- 2) Place these flat items, along with your other bagged paper goods, in the corner behind chute room door.
- 3) Rinsed containers (metal, plastic and glass) are to be deposited as always in the blue recycling bags, and the tied blue bags go into the covered bins in each chute room, NOT ON THE FLOOR.
- 4) All other plastic (food wrappings and carry-out boxes, dry cleaner bags, carry all merchandise bags from the various stores, flatware and plates) are not recyclable. Such plastic goes into general trash along with food garbage, which should be tightly bagged and thrust down the trash chute.
- 5) When you need to dispose of bigger trash (crates, furniture, appliances, renovation debris) please notify reception desk and Keith will manage your problem so that it does not clutter the chute room on your floor.

Thanks for your help.

**4401 ROLAND AVENUE CONDOMINIUM**

**EMERGENCY EVACUATION MANUAL  
(July 2008)**

\*\*\*\*\*

*Fire - Dial 911*

*Ambulance - Dial 911*

*Police - Dial 911*

\*\*\*\*\*

Anyone discovering fire or heat and smoke should immediately sound an alarm by the following method:

- ① MANUALLY SOUND ALARM IN HALLWAY.
- ② CALL FIRE DEPARTMENT AT 911.

*Please destroy all past copies of this manual.*

Approval: *A. Lopez* *FR #27*  
Baltimore City Fire Department

Date: *21 July 2008*

REVISED - July 2008

6401 Roland Avenue • Baltimore, Maryland 21210 • (410) 588-0044

FIRE / AMBULANCE / POLICE -- 911

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4401 Roland Avenue

Emergency Evacuation Manual

## **FORWARD**

**This Emergency Evacuation Manual establishes methods and procedures to be used in the event of an emergency situation at:**

**4401 Roland Avenue Condominium  
4401 Roland Avenue  
Baltimore, Maryland 21210  
(410) 889-4044**

**The emergency procedures outlined in this Manual should be utilized in the event of a fire, flood, or other emergency situation. While this Manual deals most exclusively with fire emergencies, the same procedures and responsibilities apply to other emergencies with appropriate variations.**

**This Manual is to be distributed to all Owners, Residents, and Employees of 4401 Roland Avenue Condominium. The contents are based upon requirements and obligations of the Owners and Agents to comply with the rules and regulations of the Baltimore City Fire Prevention Code.**

**FIRE / AMBULANCE / POLICE - 911**

4401 Roland Avenue

Emergency Evacuation Manual

## FIRE PREVENTION AND SAFETY ACTIVITIES

**4401 Roland Avenue Condominium, because of its size and complexity, places excessive demands upon Fire Department resources when serious fire occurs. These demands are met only at the expense of the general community at large and can result in a severe depletion of general fire protection at any given time. Thus a moral issue is raised. This and their own self-interest require the Owners and Agents of 4401 Roland Avenue Condominium to deal with the problems of life safety and fire prevention.**

**Inevitably, a fire safety plan embraces fire prevention, fire safety education, and life support systems. These require an internal chain of command developed by the Owners and Agents and headed by a qualified Fire Warden under the guidance and supervision of the Fire Department. This plan is so contained in the following pages of this Manual.**

### FIRE DRILLS

**As required by the Fire Prevention Code of Baltimore City, 4401 Roland Avenue Condominium will have a fire drill at least once per year. This drill shall be arranged by the Office of the Fire Marshal in coordination with the designated Fire Warden of the building and shall be conducted under their joint direction and supervision.**

**Any complete emergency exodus from the building or fire drill shall be accomplished by the designated plan found printed on page 10, "Building Evacuation Procedures/Fire Drill Procedures" and page 11, "Building Evacuation Floor Assignments" of this Manual.**

*FIRE / AMBULANCE / POLICE - 911*

4401 Roland Avenue

Emergency Evacuation Manual

**COMMUNICATION**

All emergencies, fire or otherwise, should be reported by the following method:

- ① **MANUALLY SOUND ALARM IN HALLWAY.**
- ② **CALL FIRE DEPARTMENT AT 911.**

When reporting an emergency by telephone, give all of the following information:

A.	Name of person making call;
B.	Location of emergency: 1. Building name and address; 2. Unit Number; 3. Floor;
C.	Persons injured, if any;
D.	Type of emergency: (fire, flood, etc.)
E.	Remain on telephone until message is confirmed.

The building's fire alarm pull stations are located on:

**FLOORS****1 - 6**

next to both stairwell doors and to your right as you face the elevators;  
**Ground** main lobby center pole. Community room hallway exit door, corridor between garage and lobby hall, and boiler room outside exit door.

FIRE / AMBULANCE / POLICE - 911

4401 Roland Avenue

Emergency Evacuation Manual

**FIRE WARDEN****The Fire Warden shall:**

- ★ **Be appointed by the Owners and Agents and be authorized to act for the Owners and Residents of the building.**
- ★ **Schedule required fire drills pursuant to the Fire Prevention Code of Baltimore City;**
- ★ **Oversee maintenance and repair of all fire protection equipment as required by law;**
- ★ **Be familiar with the written fire safety plan as provided for emergency evacuation procedures and fire drills;**
- ★ **Be responsible for the appointment of an Assistant Fire Warden, Building Evacuation Supervisor, and Floor Captains;**
- ★ **Notify the Owners and Agents of the building when any designated individual is neglecting his or her responsibilities contained in the fire safety plan;**
- ★ **In the event of an emergency, shall report to the Fire Command Station to supervise, provide for, and coordinate the following:**
  - ◆ **Manning of the Fire Command Station;**
  - ◆ **Directing fire evacuation procedures as provided for in this Manual;**
  - ◆ **Reporting on the condition of the fire floor for the information of the Fire Department upon its arrival.**

**ASSISTANT FIRE WARDEN**

**The Assistant Fire Warden shall assist the Fire Warden in his/her duties.  
The Assistant Fire Warden shall act as Fire Warden in his/her absence.**

**BUILDING EVACUATION SUPERVISOR**

**The Building Evacuation Supervisor shall assist the Fire Warden and Assistant Fire Warden in the evacuation of the building and act as Fire Warden in the absence of the Warden and Assistant Warden.**

*FIRE / AMBULANCE / POLICE - 911*



4401 Roland Avenue

Emergency Evacuation Manual

## FLOOR CAPTAINS

### Floor Captain Duties:

- ★ To direct the evacuation of the assigned floor in accordance with the directions received and the following guidelines:
- ✓ The Floor Captain shall make certain that all occupants are notified of the emergency and that they proceed immediately to execute the fire safety plan;
- ✓ The Floor Captain shall direct occupants of his/her floor to the designated stairway as planned. In the event that the initial exit route is unsafe due to smoke or other hazards, the Floor Captain shall select the next best means for evacuation. The Fire Command Station must then be advised of the change;
- ✓ The Floor Captain shall designate Searchers to determine that all persons are alerted and vacate the floor to the designated area.

IF THE LOCATION OF THE FIRE IS KNOWN, THE MOST CRITICAL AREAS FOR EVACUATION ARE THE FIRE FLOOR AND THE FLOORS IMMEDIATELY ABOVE AND BELOW.

STAY TO ONE SIDE OF THE STAIRS SINCE FIRE DEPARTMENT PERSONNEL WILL BE USING THE STAIRWAYS.

THE FIRE COMMAND STATION MUST BE INFORMED REGARDING THE LOCATION OF ALL PERSONS EVACUATED, AS WELL AS THOSE STILL IN THE BUILDING.

## SEARCHERS

The Searchers shall:

- ★ Assist the Floor Captain to determine that all persons are alerted and vacate the floor to the designated area;
- ★ See that all doors leading to and from the fire area are closed in an endeavor to control the fire.
- ★ Use the Buddy System and leave the floor with their Buddy.

FIRE/AMBULANCE/POLICE - 911

## **FIRE COMMAND STATION**

The Fire Command Station will be located in the lobby area of the building. ***The Fire Warden will be in complete control of this Station and of its operation until the arrival of the Fire Department.*** The Fire Warden shall relay any pertinent information to the Fire Department representative assuming command.

### **OWNER/RESIDENT RESPONSIBILITIES**

Each floor of the building shall be under the direction of a designated Floor Captain for the evacuation of Owners and Residents in the event of a fire. The Floor Captain shall be assisted in his/her duties by Searchers.

All Floor Captains and Searchers shall familiarize themselves with the evacuation plan, location of all exits, and the location and operation of any available fire alarm system within the building.

In the event of a fire alarm alert, the Floor Captain and his/her Searchers will use the following guidelines:

- ★ Make sure the elevators are not used for evacuation purposes;
- ★ Check the environment in the stairways to be used for the evacuation;
- ★ Evacuate Owners and Residents to designated areas outside the building.

The Fire Warden shall keep the interior Fire Command Station notified of their location by meeting with all volunteer personnel in an exterior location to be designated by the Fire Warden. The Fire Warden shall make him/herself available at all time to Fire Department personnel.

4401 Roland Avenue

Emergency Evacuation Manual

## **FIRE PROTECTION**

**High-rise buildings are constructed with many fire protection features that contribute to the safety of the occupants of the building. You can help keep your building fire safe by observing the following fire prevention practices:**

- ★ **Do not overload electrical outlets.**
- ★ **Do not plug high voltage items into electrical outlets.**
- ★ **Never empty ashtrays into wastebaskets.**
- ★ **Never throw matches, cigarettes, cigars, or pipe ashes into wastebaskets.**
- ★ **Never smoke in bed.**
- ★ **Store waste paper at least six (6) to eight (8) feet away from operating electrical or heat producing appliances.**
- ★ **Keep cleaning cloths and oily rags in airtight, fireproof containers.**
- ★ **If any electrical appliance is emitting smoke, immediately turn off the appropriate switch in the circuit breaker box, remove the electrical plug from the wall outlet, and notify the Fire Department.**
- ★ **Know the location of your nearest fire extinguisher and how to use it.**

**All Owners and Residents must give their Floor Captain and Searchers their COMPLETE COOPERATION in the event of any emergency.**

**The above responsibilities are absolutely necessary and must be strictly enforced so as to comply with the Fire Prevention Code of Baltimore City.**

*FIRE / AMBULANCE / POLICE - 911*

**FIRE SAFETY PRACTICES / GENERAL INSTRUCTIONS**

- ✓ **In the event of a fire, activate the fire alarm and call the Building Management office as well as the Fire Department.**
- ✓ **Never use the elevator for evacuation of the building.**
- ✓ **If you must evacuate your area, do so in an orderly manner. Don't panic. Don't run....walk.**
- ✓ **Help handicapped and elderly persons exit the building.**
- ✓ **Know the location of the stairwells before an emergency occurs.**
- ✓ **Know the location of the fire extinguishers, how to operate them, and what kind of fire they should be used on. (See page 13, "Extinguishment of Fires.")**
- ✓ **Obey the directions of your Floor Captain, Searchers, and Fire Department Officials.**
- ✓ **In the event it is necessary to totally evacuate the building, proceed in an orderly manner to your designated means of egress. After you reach ground level, proceed to the sidewalk on the east side of Roland Avenue or the parking lot.**
- ✓ **Stay in single file in the stairways as Fire Department Personnel may be coming up the same stairway.**
- ✓ **Anyone trapped in a disabled elevator should remain calm as their rescue will be effected as soon as possible. Use the telephone in the car to call for help.**
- ✓ **Resident volunteers and Fire Department Personnel will make every effort to get Owners and Residents back into their units as quickly as possible.**

4401 Roland Avenue

Emergency Evacuation Manual

**OBSTRUCTIONS TO MEANS OF EGRESS****Exits**

All exits and means of egress in the building shall be kept clean and clear of all obstructions at all times and properly maintained.

**Aisles**

All aisles and other means of egress shall be kept free of any objects that might obstruct and delay the egress of any person from the building.

**Doors**

All doors to required exitways shall be kept unlocked at all times when the building or floor served thereby is occupied.

*Owners and Residents are reminded that Management would appreciate notification of any violations of the above regulations or any possible unsafe condition that might affect the safety of the building, its Owners, Residents, or Employees.*

**SMOKING REGULATIONS**

- ✓ Smoking prohibited areas are so designated in the building so as to comply with the Fire Prevention Code of Baltimore City.
- ✓ All interior common confines of 4401 Roland Avenue Condominium, including the boiler room and garage, are designated NO SMOKING areas.
- ✓ Smoking is prohibited where conditions in the building consist of the handling or storage of combustible materials.
- ✓ Smoking or carrying of any lighted flame onto an elevator is strictly prohibited.
- ✓ Any person found smoking, carrying, or having any lighted match, pipe, cigar, or cigarette in a smoking prohibited area is guilty of violating the Fire Prevention Code of Baltimore City and shall be subject to any and all penalties so prescribed.

FIRE / AMBULANCE / POLICE - 911

## **BUILDING EVACUATION PROCEDURES**

In the event of a fire or any other emergency that warrants the complete exodus of the building, the evacuation assignments, as noted on page 11 of this Manual, will be followed as prevailing conditions would allow. All residents of the building must participate *with no exceptions*.

Before opening any door of your unit or office which leads to the hallway, first feel the door to see if it is hot. If the door is not hot, open it slowly. Then, if conditions allow, proceed to your assigned stairway and follow the Evacuation Plan. If the smoke is too heavy, do not enter the hallway. Close the door, place a towel along the bottom edge of the door, open the windows for fresh air, and hang a sheet out of the window to let the Fire Department know you are still in your unit. If the door to your unit or office is hot, do not open it. Follow the same procedure as outlined above. If for any reason you must remain in your unit or office during a fire or other emergency, remain calm and wait for the Fire Department to assist you.

Time is very important and the evacuation of each unit must be completed as quickly as possible. When exiting your unit, be sure to close the door firmly behind you.

## **FIRE DRILL PROCEDURES**

A fire drill in this building does not require the complete evacuation of the building. Occupants of each floor should enter their assigned stairway and go down to the next level and wait for the all clear signal from their Floor Captain.

During a fire drill in the building, each resident is responsible for any valuables and the locking of their unit doors.

Please turn off any appliance, stove, oven, etc. in use at the time of the fire drill.

***Remember...the life you save may be your own...or that of a loved one.***

4401 Roland Avenue

Emergency Evacuation Manual

**BUILDING EVACUATION FLOOR ASSIGNMENTS**

<b><u>Floor</u></b>	<b><u>Unit Numbers</u></b>	<b><u>Stairway/Exit</u></b>
<b>G</b>	<b>01A, 01B, Lobby areas. Garage areas.</b>	<b>Lobby Doors Garage Doors</b>
<b>01</b>	<b>101, 102, 103, 104, 105, 106, 107 108, 109, 110, 111, 112, 114, 115</b>	<b>North South</b>
<b>02</b>	<b>201, 202, 203, 204, 205, 206, 207 208, 209, 210, 211, 212, 214, 215</b>	<b>North South</b>
<b>03</b>	<b>301, 302, 303, 304, 305, 306, 307 308, 309, 310, 311, 312, 314, 315</b>	<b>North South</b>
<b>04</b>	<b>401, 402, 403, 404, 405, 406, 407 408, 409, 410, 411, 412, 414, 415</b>	<b>North South</b>
<b>05</b>	<b>501, 502, 503, 504, 505, 506, 507 508, 509, 510, 511, 512, 514, 515</b>	<b>North South</b>
<b>06</b>	<b>601, 602, 603, 604, 605, 606, 607 608, 609, 610, 611, 612, 614, 615</b>	<b>North South</b>

North Stairway is the Cold Spring Lane side of the building, over the garage.  
 South Stairway is opposite Cold Spring Lane, over the boiler room.

This chart will be used for all evacuations of the building whenever possible

FIRE / AMBULANCE / POLICE -- 911

# Evacuation Plan

4401 Roland Avenue

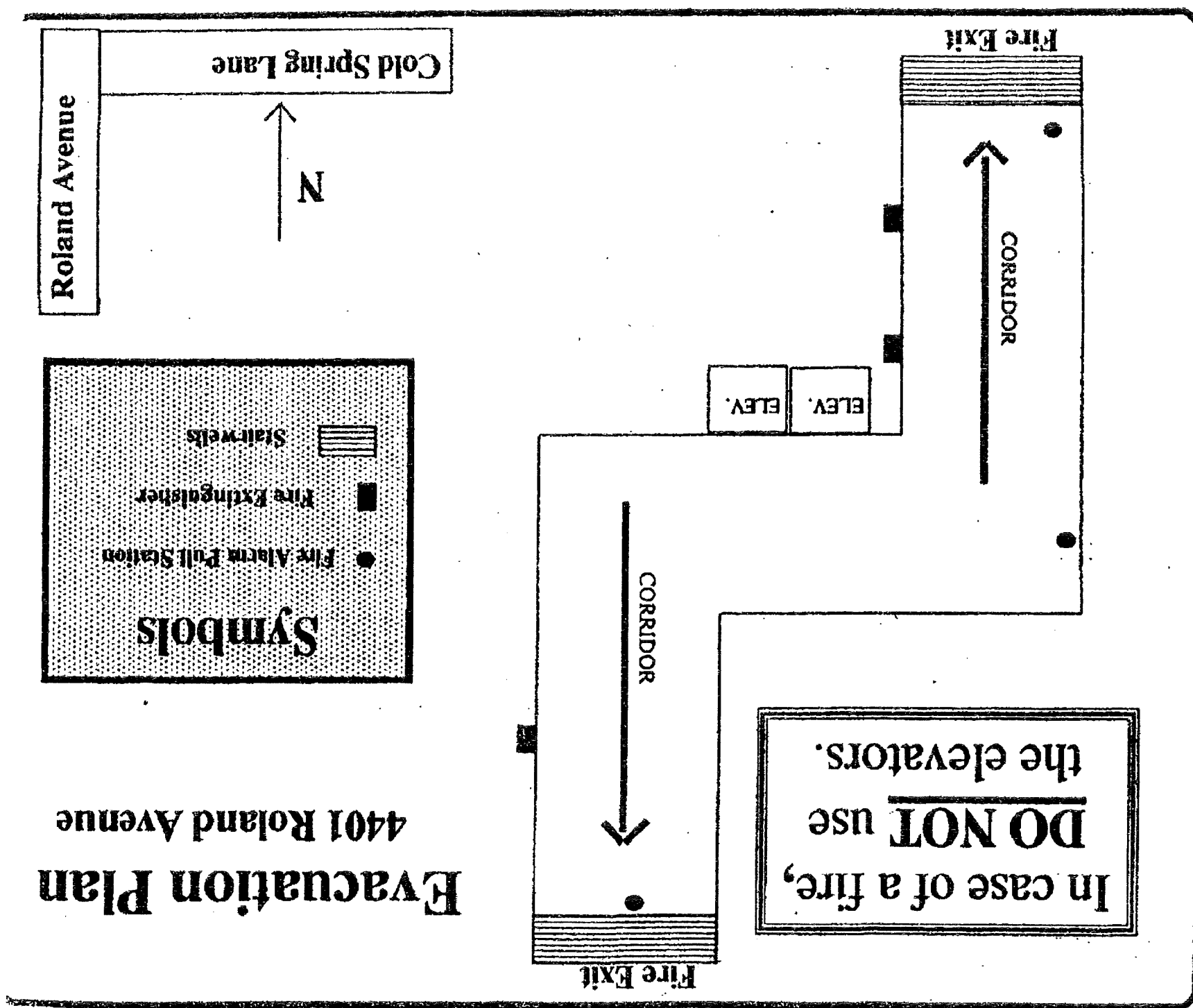
**Symbols**

- Fire Alarm Pull Station
- Fire Extinguisher
- ▨ Stairwells

**Roland Avenue**

**Cold Spring Lane**

N



12



4401 Roland Avenue

Emergency Evacuation Manual

**EXTINGUISHMENT OF FIRES**

There are three (3) portable fire extinguishers located on Floors 1 through 6 of the building and several placed around the ground floor areas. Please familiarize yourself with the location of the equipment and how to operate it properly.

Different types of extinguishers are used to control different types of fires. For instance, water is a conductor of electricity and should never be used on an electrical fire. However, water is very effective in controlling a trash fire. Fires have been classified as A, B, and C Fires, depending on the type of combustible involved. Each extinguisher is marked according to the class of fire that it will control.

**CLASS "A" FIRES:**

Wood, rags, paper, etc.  
Pressurized water or multipurpose dry chemical extinguisher.

**CLASS "B" FIRES:**

Oil, grease, paint, flammable liquids, etc.  
Multipurpose dry chemical or carbon dioxide extinguisher.

**CLASS "C" FIRES:**

Electrical fires.  
Multipurpose dry chemical or carbon dioxide extinguisher.

Note that dry chemical extinguishers are appropriate for all classes of fires. All common area fire extinguishers at 4401 Roland Avenue are appropriate for all classes of fire.

The proper way to extinguish a fire that occurs in a frying pan, cooking pot, deep fryer, or broiling pan is to put a cover over the container involved. Use lids if available. If not, use any cover that may be handy such as a cutting board or small rug.

***DO NOT THROW WATER INTO OR ON ANY CONTAINER THAT IS ON FIRE ON THE STOVE OR IN THE OVEN!!*** This will cause the fire to spread and flare up!

**DO NOT** attempt to use any portable fire extinguisher if you are not familiar with it.

**All extinguished fires must be reported to the Fire Department for final investigation.**

FIRE / AMBULANCE / POLICE - 911

FIRE COMMAND DATA SHEET

1. What floor(s) is the fire on? \_\_\_\_\_
2. Has the alarm been transmitted to the Fire Department? \_\_\_\_\_
3. Has the Floor Captain on the fire floor been contacted so he/she can ascertain the following conditions?  
\_\_\_\_\_

Minor fire (description, location, etc.) \_\_\_\_\_

Major fire (area, room, etc.) \_\_\_\_\_

Smoke condition/no apparent fire \_\_\_\_\_

Unknown cause of alarm \_\_\_\_\_

4. Is evacuation underway? \_\_\_\_\_
5. Are any residents reported trapped? \_\_\_\_\_
6. Has the Floor Captain above fire floor been contacted to ascertain:  
Fire (description, area, etc.) \_\_\_\_\_  
Smoke (light, heavy, location, etc.) \_\_\_\_\_
7. Have the number of occupants on floor at present time been counted?  
Fire floor \_\_\_\_\_  
Floor(s) above fire \_\_\_\_\_

8. What was the time of the emergency?  
Fire reported at \_\_\_\_\_  
All clear signal given at \_\_\_\_\_

9. Other comments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Signature \_\_\_\_\_  
Fire Warden \_\_\_\_\_

FIRE / AMBULANCE / POLICE - 911

# POWER OUTAGE GUIDELINES FOR 4401 ROLAND AVENUE CONDOMINIUM

In the event of an extended power loss in the building, please observe the following guidelines regarding entry into the building:

1. The normal entry system to the front and back of the building will not be operational. You will not be able to enter the building in this manner.
2. The North (Cold Spring Lane) and South (facing Hamden) emergency exits will have their alarms turned off. The South exit will be used for exit only. The North exit will be propped open for exit or entry. This exit will be guarded. Do not prop open the South door to ensure building security.
3. The garage door will be opened manually to allow cars to enter and exit the garage.
4. If you need to get to the lobby, do so by walking through the open outer and inner garage doors.
5. If you are trapped on an elevator, emergency lighting will activate. Press the emergency call button, inform the person on the line of your situation, and wait for assistance.

There are some other precautions you should take while the power is out:

1. The emergency lights in the hallways and stairwells are in place for a prompt exit from the building should a power outage occur. Their useful duration is anywhere from thirty minutes to one hour. Therefore, it is essential that you have at least one working flashlight available with spare batteries on hand.
  2. The doors leading to the stairwells may be propped open to allow additional light into the hallways. Some examples of make-shift door jams include screwdrivers, rolled up newspaper, or an old shoe.
  3. Have at least one phone that is not cordless available. Cordless phones will not work during a power outage, as they require electricity to operate.
  4. If you do intend to use lamps or candles to light your unit, do not leave them unattended.
  5. Keep matches on hand. You may use them to light your oven - even if it has electric start.
  6. Ensure you have a smoke detector that is battery operated or has a battery back up.
  7. Electrically wired smoke detectors will not work.
  8. Refrain from opening refrigerators or freezers unless absolutely necessary. Your food will last longer.
  9. Turn off all lights, appliances (computers, televisions, stereos, etc.), and convectors. It will reduce the power surge to the building when electricity is restored.
- It is unlikely that cold-water service will be interrupted during a power outage; however, if you have time you may wish to fill your bathtubs for the purpose of flushing your toilets. (Of course, with the loss of electricity you will have no hot water.)

**4401 ROLAND AVENUE CONDOMINIUM  
OWNER/TENANT INFORMATION FORM  
(Please Print Legibly)**

**VEHICLE INFORMATION:**

**PLEASE CHECK ONE:** \_\_\_\_\_ OWNER INFO \_\_\_\_\_ TENANT INFO

**MAKE - YEAR - MODEL - COLOR OF VEHICLE** \_\_\_\_\_

**LICENSE NUMBER** \_\_\_\_\_

**VEHICLE INFORMATION:**

**PLEASE CHECK ONE:** \_\_\_\_\_ OWNER INFO \_\_\_\_\_ TENANT INFO

**MAKE - YEAR - MODEL - COLOR OF VEHICLE** \_\_\_\_\_

**LICENSE NUMBER** \_\_\_\_\_

**PET(S) INFORMATION:**

**CAT(S) \_\_\_\_\_ NUMBER \_\_\_\_\_ DOG(S) \_\_\_\_\_ NUMBER \_\_\_\_\_**

**ARE ALL PET VACCINATIONS CURRENT? YES \_\_\_\_\_ NO \_\_\_\_\_**

**NAME OF VET:** \_\_\_\_\_

**PHONE # OF VET:** \_\_\_\_\_

**VISITOR(S)/GUEST(S) INFORMATION:**

**NAME(S) OF VISITOR(S):** \_\_\_\_\_  
\_\_\_\_\_

**LENGTH OF VISITOR(S) STAY:** \_\_\_\_\_

**IF YOU ARE HAVING A VISITOR/GUEST STAYING MORE THAN FIVE (5)  
DAYS, PLEASE INFORM THE FRONT DESK (SEE SECTION 1.S OF THE R&R'S).**

4401 ROLAND AVENUE CONDOMINIUM  
OWNER/TENANT INFORMATION FORM  
(Please Print Legibly)

DATE COMPLETED:

UNIT ADDRESS:

GARAGE SPACE #

UNIT OWNER(S)  
NAME(S):

MAILING ADDRESS  
IF NON-RESIDENT  
OWNER(S):

OWNER(S):

HOME PHONE #:  
WORK PHONE #:  
CELL PHONE #:

TENANT(S) NAME(S):

\_\_\_\_\_  
\_\_\_\_\_

TENANT(S):

HOME PHONE #:  
WORK PHONE #:  
CELL PHONE #:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN NEED OF ASSISTANCE EXITING THE BUILDING IN THE EVENT OF AN  
EMERGENCY:

NAME:  
REASON FOR ASSISTANCE:  
NAME OF CAREGIVER(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMERGENCY CONTACT INFORMATION:

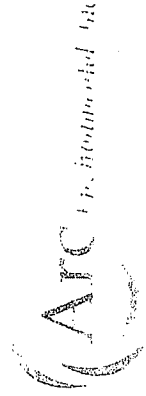
NAME OF CONTACT:  
PHONE NUMBERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF CONTACT:  
PHONE NUMBERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE COMPLETE INFORMATION REQUESTED ON REVERSE SIDE



August 4, 2010

Mr. George Bereska  
Village Management  
P.O. Box 20921  
Baltimore, MD 21209

Report: **Bulk Asbestos Sampling, Exterior Caulk, Window Glazing Putty, and Infill Panels, 4401 Roland Avenue, Baltimore, MD**

Dear Mr. Bereska:

Arc Environmental, Inc. was contracted by Village Management ("Client") to conduct an Asbestos Survey of the exterior window panel caulks, putties, and infill panels of 4401 Roland Avenue prior to a proposed renovation to the window panel system.

The assessment was performed on July 29, 2010, by William Montley, CHMM, an accredited AHERA asbestos building inspector.

**1.0 - METHODS**

An asbestos survey was conducted on exterior window panel caulks, glazing putty, and infill panels of the building. The suspect asbestos containing materials (ACMs) were sampled in accordance with EPA recommended protocols.

Samples were collected using a razor knife and/or metal blade scraper. A section of the suspect material was removed, placed in a zip lock plastic bag, numbered, and submitted to the laboratory for analysis. The sampling tools were decontaminated after each sample was collected.

Samples were analyzed by Scientific Analytical Institute, Inc by Polarized Light Microscopy using EPA Method 600/R-93/116 and 600/M4-82-020.

**2.0 - RESULTS**  
Asbestos

The following table is a list of ACM identified.

ACM	Location	Type (% Asbestos)	Estimated Quantity
Asbestos Cement Board Panels	Window Panel Systems	20% Chrysotile	N/A
Gray Glazing Putty (2 <sup>nd</sup> Layer)	Window Panel Systems	3% Chrysotile	N/A

The following suspect asbestos containing building materials were identified, sampled, analyzed and determined **not** to contain asbestos:

- Pliable Beige Caulk-Top Coat
- Brittle Green/Beige Caulk- 2<sup>nd</sup> Layer
- Brittle White Caulk-2<sup>nd</sup> Layer
- Brittle Beige Caul-2<sup>nd</sup> Layer

### 3.0 - CONCLUSIONS AND RECOMMENDATIONS

Ten total samples were taken of suspect materials at the window panel system. The asbestos cement board infill panels contained 20% Chrysotile Asbestos. These panels have caulk applied to all sides of the panel system. The original layer of gray window glazing putty was reported to contain 3% Chrysotile Asbestos. The gray glazing putty has a layer of pliable beige caulk installed over the original layer of putty. It should be determined how the existing caulk will be addressed. If the new caulk will be placed directly over the existing caulk materials, and no scraping, grinding, abrading, or breaking of the panels or removal of the glazing putty will be required, it is unlikely that the asbestos would be disturbed and the work would not be regulated. If removal of the existing caulk, glazing putty, or infill panels is required and the asbestos containing materials may be made friable as part of the renovation, it is likely that fiber release may occur, requiring a licensed asbestos abatement contractor to conduct the removal activities. All work should be completed in accordance with all local, state, and federal regulations.

As always, if you have questions, please do not hesitate to contact me anytime.

Sincerely,



William Montley, CHMM  
Project Manager

#### Attachments

Bulk Sampling Data Sheets  
Laboratory Certificate of Analysis  
Chain of Custody

**4401 Roland Ave**  
Baltimore, MD

Village Management

**July 29, 2010**

**Asbestos Bulk Sampling and Analysis Sheet**



*Arc Environmental Inc.*  
1311 Haubert Street  
Baltimore, MD 21230

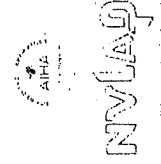


Sample ID	Suspect ACM	Location	Result
001-A	Pliable Beige Caulk	SE Corner of Building- at bottom of 1 <sup>st</sup> Panel at 1 <sup>st</sup> window-top layer	No Asbestos Detected
001-B	Brittle Green/Beige Caulk	SE Corner of Building- under 1 <sup>st</sup> panel-2 <sup>nd</sup> layer	No Asbestos Detected
001-C	White Caulk	SE Corner of Building at infill Panel/Frame connection -2 <sup>nd</sup> layer	No Asbestos Detected
002-A	Pliable Beige Caulk	SW Corner of Building- at bottom of 1 <sup>st</sup> Panel at 1 <sup>st</sup> window -top layer	No Asbestos Detected
002-B	Brittle Green/Beige Caulk	SW corner of Building- at bottom of 1 <sup>st</sup> panel- 2 <sup>nd</sup> layer	No Asbestos Detected
003-A	Pliable Beige Caulk	NE Corner of Building at bottom of infill panel at 1 <sup>st</sup> window-top layer	No Asbestos Detected
003-B	Brittle Beige Caulk	NE Corner of Building at bottom of infill panel at 1 <sup>st</sup> window-2 <sup>nd</sup> layer	No Asbestos Detected
003-C	Asbestos Cement Board infill Panel	NE Corner of Building at west infill panel at 1 <sup>st</sup> window	20% Chrysotile Asbestos
004-A	Gray Glazing Putty	East Wall, 4 <sup>th</sup> Window from North Side- Center Window Unit 2 <sup>nd</sup> Layer	3% Chrysotile Asbestos
005-A	Gray Glazing Putty	East Wall, 6 <sup>th</sup> Window from North Side- Center Window Unit 2 <sup>nd</sup> Layer	3% Chrysotile Asbestos



# Bulk Asbestos Analysis

By Polarized Light Microscopy  
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ARC Environmental  
1311 Haubert Rd  
Baltimore, MD 21230

Attn: Bill Montley

Lab Order ID: 1008335  
Analysis ID: 1008335PLM  
Date Received: 7/29/2010  
Date Reported: 8/3/2010

Project: 4401 Roland Ave Village Management

Sample ID <i>Lab Sample ID</i>	Description <i>Lab Notes</i>	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes	
					Treatment	Treatment
001A <i>1008335PLM_1</i>	Pliable Beige Caulk	None Detected		100% Other	Beige Non Fibrous Heterogeneous	Beige Non Fibrous Heterogeneous
001B <i>1008335PLM_2</i>	Brittle Green/Beige Caulk (2nd Lay)	None Detected		100% Other	Green, Beige Non Fibrous Heterogeneous	Green, Beige Non Fibrous Heterogeneous
001C <i>1008335PLM_3</i>	Brittle White Caulk(2nd Lay)	None Detected		100% Other	Dissolved	Dissolved
002A <i>1008335PLM_4</i>	Pliable Beige Caulk	None Detected		100% Other	White Non Fibrous Heterogeneous	White Non Fibrous Heterogeneous
002B <i>1008335PLM_5</i>	Brittle Green/Beige Caulk (2nd Lay)	None Detected		100% Other	Dissolved	Dissolved
003A <i>1008335PLM_6</i>	Pliable Beige Caulk	None Detected		100% Other	Beige Non Fibrous Heterogeneous	Beige Non Fibrous Heterogeneous
003B <i>1008335PLM_7</i>	Brittle Beige Caulk	None Detected		100% Other	Dissolved	Dissolved
003C <i>1008335PLM_8</i>	Transite Panel	20% Chrysotile		80% Other	Beige Non Fibrous Heterogeneous	Beige Non Fibrous Heterogeneous
					Gray Fibrous Heterogeneous	Gray Fibrous Heterogeneous
					Crushed	Crushed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NYLAP or any other agency of the U.S. Government. Estimated MFL is 0.5%.

Dorlos Ammerman (10)

Analyst

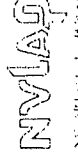
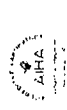
Nathaniel Durham, MS or Approved Signatory

Scientific Analytical Institute, Inc. 302-L Pomona Dr. Greensboro, NC 27407 (336) 292-3888



# Bulk Asbestos Analysis

By Polarized Light Microscopy  
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: ARC Environmental  
1311 Haubert Rd  
Baltimore, MD 21230

Attn: Bill Montley

Lab Order ID: 1008335  
Analysis ID: 1008335PLM  
Date Received: 7/29/2010  
Date Reported: 8/3/2010

Project: 4401 Roland Ave Village Management

Sample ID <i>Lab Sample ID</i>	Description <i>Lab Notes</i>	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes	
					Treatment	Treatment
004A <i>1008335PLM_9</i>	Brittle Gray Glazing Putty (2nd Lay)	3% Chrysotile		97% Other	Gray Non Fibrous Heterogeneous	Crushed
005A <i>1008335PLM_10</i>	Brittle Gray Glazing Putty (2nd Lay)	3% Chrysotile		97% Other	Gray Non Fibrous Heterogeneous	Crushed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the US government. Estimated MPL is 0.5%.

Dorlos Ammerman (10)

Analyst

Nathaniel Durham, MS or Approved Signatory

Scientific Analytical Institute, Inc. 302-L Pomona Dr. Greensboro, NC 27407 (336) 292-3888

# 4401 ROLAND AVENUE CONDOMINIUM, INC.

September 7, 2012

To: Owners – 4401 Roland Avenue Condominium, Inc.

From: Board of Directors

Re: Convector

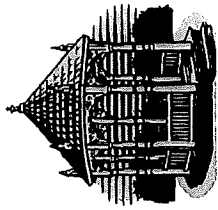
The Board of Directors would like to remind unit owners of the 4401 Condominium Association policy on convector maintenance. The semi-annual cleaning and maintenance conducted by Building Superintendent Keith Ulrich is performed as a courtesy and neither Village Management (VMI) nor 4401 Condominium Association assumes any liability for a malfunctioning convector. In accordance with the 4401 Condominium Bylaws (Article VIII – Management; Section 3. Duty to Maintain), owners are responsible for maintenance, repair, and replacement of all convector components at their own expense. When needed, repair and replacement of convectors and convector parts can be arranged through a contractor of your choosing.

If you have any questions, please contact the Board of Directors or VMI.

Respectfully,

Board of Directors  
4401 Roland Avenue Condominium, Inc.

4401 Roland Avenue • Baltimore, Maryland 21210 • 410-889-4044



## 4401 ROLAND AVENUE CONDOMINIUM, INC.

To: All Unit Owners and Residents  
From: The Board of Directors  
Re: Convector Maintenance and Repairs  
Date: October 26, 2018

### **CONVECTOR MAINTENANCE NOTICE**

Over the past few months, 4401 Roland Avenue Condominium (the "Condominium") has experienced a number of water damage claims resulting from the improper maintenance and repair of the convector systems for the individual units. These claims, if allowed to continue uncorrected, will have a serious, negative impact upon the Condominium's financial condition, as well as result in an inconvenience to its owners and residents. The Board of Directors takes this opportunity to remind all Unit Owners and residents of their obligations to maintain, repair and replace those portions of the convector system located within the boundaries of their units.

Paragraph 4(A)(3) of the Condominium Declaration expressly provides that those portions of the air conditioning, plumbing and heating systems which serve an individual unit are considered part of that unit. Paragraph 14(A)(3) of the Declaration further provides that the individual Unit Owners are responsible for the maintenance and repair of the air conditioning, heating, mechanical and plumbing equipment serving their individual unit, including the convector system.

In addition, Article VIII, Section 3 of the By-Laws provides that each Unit Owner, at his/her own expense, is responsible for maintaining, repairing and replacing all air conditioning, heating and plumbing fixtures serving the unit. The Condominium, as a courtesy to all Unit Owners, periodically performs certain surface maintenance of the convector systems, including vacuuming, cleaning and changing filters, cleaning drip pans, and placing tablets into the condensate lines to minimize clogs. This cursory maintenance is not intended to be a substitute for a comprehensive, regular inspection and servicing program undertaken by the individual Unit Owner in order to keep the convector systems in a good state of repair. The Board recommends that such an inspection be performed on at least an annual basis by a qualified, licensed plumber or HVAC specialist.

While certain damages caused by convector system failures may be covered by the Condominium's insurance policies, it is always possible that such an insurance claim will be denied due to the failure of the Unit Owner to perform his or her regular maintenance obligations. In such event, the individual Unit Owner could be responsible for restoring the unit at his/her sole expense. All Unit Owners should be mindful of this possibility, and take the appropriate steps necessary to have their convector units inspected on an annual basis. If you do not have a plumber or HVAC specialist already performing service upon your convector unit, the Board suggests that you contact Calvert Mechanical at 410-323-5400. Calvert Mechanical has been servicing the Condominium's HVAC system for the past four years and has also serviced individual convector units within the Condominium. Calvert Mechanical's staff is very familiar with the existing HVAC system.

The Board also wishes to take this opportunity to address the concerns raised by some residents about the presence of mold in individual units. Due to the unusually high volume of rain this summer and accompanying humidity, there have been some reported incidents of mold within individual units. Those reports have been properly investigated and addressed. With the onset of cooler temperatures and the change-over to the building's heating cycle, building humidity should no longer be at a level which would encourage mold growth. Mold can still occur during the fall and winter months, but will generally require water sources beside general climatic conditions, such as water leakage from water fixtures. While individual Unit Owners are responsible for maintaining the interior of their units, it is important that you notify the Condominium, through George Bereska, property manager for Village Management, of your suspicion mold may be present. The Board and Village Management will take prompt action to investigate any reports. Any tenant should report his or her suspicions of mold to his or her landlord who should then notify Mr. Bereska, Village Management or a member of the Board.

---

4401 Roland Avenue • Baltimore, MD 21210-2729 • (410) 889-4044 • [www.4401rolandave.com](http://www.4401rolandave.com)

# Memorandum

**To:** All Owners and Residents  
4401 Roland Avenue Condominium

**From:** George Bereska, PCAM  
Property Manager

**Date:** March 30, 2015

**Re:** Village Management Inc. (VMI) Employees

---

VMI is the managing agent for 4401 Roland Avenue Condominium. Keith Ulrich and Denise McAdams are employees of VMI. One of the functions of a management company is to protect, preserve, and maintain the common elements of the condominium. As employees of VMI, that is one of Keith's and Denise's jobs. They are not there to do any work in a unit or to deliver packages inside a unit.

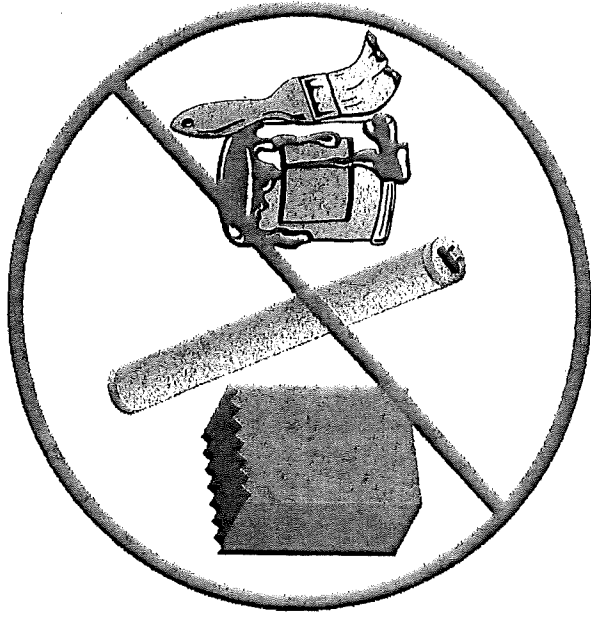
The only exceptions for Keith or Denise to enter a unit is for the servicing of the convectors, escorting the exterminator, and for emergencies. These functions are acceptable as they serve to protect other units and the common elements of the condominium.

In addition, VMI does not allow any of its employees to work after hours ("moonlight") on a property that it manages.

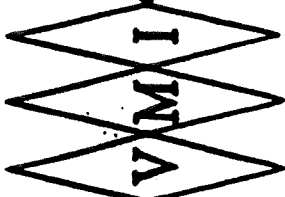
Thank you for your understanding and cooperation.

# TRASH ROOM GUIDELINES

- Do not put anything down the trash chute between the hours of 10:00 PM and 6:00 AM.



- Rinse out ALL liquor and beverage bottles before placing them in the recycle container. **DO NOT PLACE THEM ON THE FLOOR OF THE TRASH ROOM!**
- Place rinsed cans, glass, and plastic containers in the recycle container in the trash room. Containers should be loose (do NOT place them in paper or plastic bags). Bottles and cans that are not rinsed encourage the presence of ants, gnats and mice in our building.
- Place paper products to be recycled on the floor behind the door or next to the recycle bins either in paper bags or tied with string. Break down cardboard boxes.
- Mixed refuse is to be bagged and put down the trash chute.
- Refuse containing human or animal waste or used medical products is to be double bagged. Bags containing kitty litter should only be disposed of in the garage. If tossed from higher floors, the bags may rupture on impact.
- Do not throw paint cans, roller pans or any painting products down the trash chute.
- Do not try to force down the trash chute large overstuffed trash bags, pillows, or cardboard boxes (broken down or intact).
- Large items, cardboard boxes, paint cans and fluorescent light bulbs need to be brought down to the garage for disposal as they may clog the trash chute or shatter and cause harm.



# VILLAGE MANAGEMENT, INC.

In the Business of Property Management Since 1984

Corporate Offices Located In The Village of Cross Keys

## ATTENTION SELLER

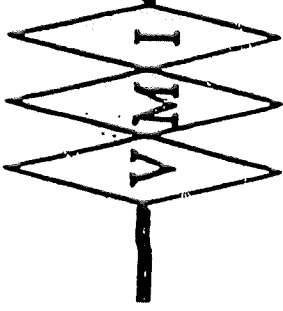
Once your unit has settled, please have a copy of the settlement sheet forwarded to Village Management, Inc., P.O. Box 20921, Baltimore, MD 21209.

**THIS PROPERTY WILL REMAIN IN THE  
SELLER'S NAME UNTIL WE RECEIVE  
INFORMATION THAT SETTLEMENT HAS TAKEN  
PLACE.**

P.O. BOX 20921  
BALTIMORE, MARYLAND 21209  
BALTO. METRO AREA: 410-323-1778  
TOLL FREE: 1-800-445-1182  
FAX: 410-323-9232

**AAMC**  
ACCREDITED AFFILIATION  
MANAGEMENT COMPANY





# VILLAGE MANAGEMENT, INC.

In the Business of Property Management Since 1984

Corporate Offices Located in The Village of Cross Keys

## ATTENTION: PROSPECTIVE HOMEOWNER

Once settlement has occurred, please return this form to Village Management, Inc., P.O. Box 20921, Baltimore, MD 21209. Please note that we must receive a copy of the settlement sheet before changing our records. Once we have received the settlement information, our accounting department will forward your association fee payment coupons.

NAME (Please list all owners on deed of record):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASSOCIATION:

\_\_\_\_\_

UNIT ADDRESS:

\_\_\_\_\_

SETTLEMENT DATE:

\_\_\_\_\_

WILL YOU BE RESIDING IN THE UNIT:  YES  NO

MAILING ADDRESS (IF DIFFERENT FROM UNIT ADDRESS):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

P.O. BOX 20921  
BALTIMORE, MARYLAND 21209  
BALTO. METRO AREA: 410-323-1778  
TOLL FREE: 1-800-445-1182  
DAY: 410-323-0230

