

# HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Oaks at Old Court Homeowners Association, Inc.

**Current Owner: The Maryland Dept. of Housing and Community Development**

**Property Address: 8205 Knights Way**

**Baltimore, MD 21208**

**Date Prepared: 04-04-2018**

This Resale Certificate is being furnished to the selling unit owner named above by the Association.

The following items are attached to this certificate:

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

PLEASE RETURN THIS FORM WITH SETTLEMENT CHECKS AND CERTIFIED COPIES of THE HUD-1 SETTLEMENT STATEMENT/CLOSING DISCLOSURE, AND/OR THE GRANT OR WARRANTY DEED TO: TIDEWATER PROPERTY MANAGEMENT, INC. 3706 CRONDALL LANE STE. 105 OWINGS MILLS, MD 21117. PLEASE INDICATE CONFIRMATION NUMBER ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.

| # | Question   | Response  |
|---|--|---|
|   | <p>The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows:</p> <p>The selling unit is subject to a common expense assessment as follows:</p> <p><b>\$31.00 per month</b></p> <p>As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the Association that is due and payable from the selling unit owner are:</p> <p><b>196.24</b></p> <p>A breakdown of this balance is:</p> <p>Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.</p> <p>Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.</p> <p>Other than common expenses and special assessments, the following fees are payable by the unit owners to the Association:</p> | <p><b>Late Fee</b><br/><b>3.1Assessment-</b><br/><b>Monthly</b><br/><b>193.14</b></p> |

# HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Oaks at Old Court Homeowners Association, Inc.

| # | Question  | Response |
|---|---|----------|
|   | Capital expenditures approved by the Association planned at the time of conveyance which are not reflected in the current operating budget are:<br><br>Please note that any front foot benefit fees must be disclosed to purchaser at time of sale. If our office is aware of any such additional fees due for this property, we will do our best to disclose that here. However, it is ultimately the responsibility of the seller to do so. The association and its managing agent may not be held liable for any missing or inaccurate information provided herein regarding these fees.   |          |
|   | Is this an age-restricted community?  | No       |
|   | Attached is the most recently prepared balance sheet and income expense statement (dated as):<br><br>The current operating budget of the Association is attached and is for fiscal year:<br><b>2018</b>   |          |
|   | Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund?   | No       |
|   | Unsatisfied judgments as of the date of this certificate are listed here.<br><br>As of the date of this Certificate, the Council of Unit Owners is a party to the following pending lawsuits, excluding assessment collection suits:<br><br>The insurance policy provided for the benefit of unit owners is Policy Number:<br><b>See attached certificate</b><br><br>The Insurance Policy is issued by:<br><b>State Farm</b><br><br>The Insurance Policy covers the following period (from/to):<br><b>September through August</b><br><br>The policy contains the following coverages:<br><b>See attached certificate</b><br><br>The policy is available for inspection during normal business hours at the offices of Tidewater Property Management, Inc., 3706 Crondall Lane, Suite 105, Owings Mills, MD 21117.<br><br>The terms of the policy prevail over the description given in this Certificate.<br><br>The Association has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Association:<br><br>The recreational or other facilities which are to be used or maintained by the unit owners or the Association are:<br><br>To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance. |          |

# HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Oaks at Old Court Homeowners Association, Inc.

TO BE COMPLETED BY THE SELLING UNIT OWNER

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

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

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

# HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Oaks at Old Court Homeowners Association, Inc.

## Comments

Cited and unresolved maintenance needs/usage violations at this address are as follows:

Repaint faded front shutters. Repair rusted chimney cap. Replace broken window blinds. Repair and repaint all wood trim located on the front of the home. Remove front window A/C unit. Maintain unkempt front yard.

All unresolved matters convey with the property and become the responsibility of the new owner.



**Articles of Incorporation**  
**Oaks at Old Court Homeowners Association, Inc.**

**SECTION II**

**ARTICLES OF INCORPORATION**

**FOR**

**THE OAKS AT OLD COURT HOMEOWNERS  
ASSOCIATION, INC.**

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ARTICLES OF REVIVAL

FQR

THE OAKS AT OLD COURT HOMEOWNERS ASSOCIATION, INC.

FIRST: The name of the corporation at the time the charter was forfeited was

The Oaks at Old Court Homeowners Association, Inc.

SECOND: The name which the corporation will use after revival is

The Oaks at Old Court Homeowners Association, Inc.

THIRD: The address of the principal office in Maryland is

14435 Cherry Lane Court, Suite 205

Laurel, MD 20707

FOURTH: The name and address of the Maryland resident agent who has agreed to accept this designation:

Anthony T. Adams, Sr.

14435 Cherry Lane Court, Suite 205

Laurel, MD 20707

Attested to,

Anthony T. Adams, Sr.

FIFTH: These Articles of Revival are for the purpose of reviving the charter of the corporation.

SIXTH: At or prior to the filing of these Articles of Revival, this corporation has (a) paid all fees required by law; (b) filed all annual reports which should have been filed by the corporation if its charter had not been forfeited; and (c) paid all state and local taxes, except taxes on real estate and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitations.

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the  
page document on file in this office. DATED: 12/13/01 3

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: Ann Custis Custodian

This stamp replaces our previous certification system. Effective: 6/95

CORPORATE CHARTER APPROVAL SHEET

\*\* EXPEDITED SERVICE \*\*

\*\* KEEP WITH DOCUMENT \*\*

DOCUMENT CODE 186 BUSINESS CODE \_\_\_\_\_

# 03089042

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

Surviving (Transferee) \_\_\_\_\_

Affix Barcode Label Here

Affix Text Label Here

New Name \_\_\_\_\_

FEES REMITTED

Base Fee: 30

Org. & Cap. Fee: \_\_\_\_\_

Expedite Fee: 70

Penalty: \_\_\_\_\_

State Recordation Tax: \_\_\_\_\_

State Transfer Tax: \_\_\_\_\_

1 Certified Copies Copy Fee: \_\_\_\_\_

Certificates \_\_\_\_\_

Certificate of Status Fee: \_\_\_\_\_

Personal Property Filings: \_\_\_\_\_

Other: \_\_\_\_\_

TOTAL FEES: 109

credit Card \_\_\_\_\_ Check  Cash \_\_\_\_\_

Documents on \_\_\_\_\_ Checks

Approved By: 14

Typed By: \_\_\_\_\_

DNM (S):

2000PRR sub'd 12/13/01

- Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- Resignation of Resident Agent
- Designation of Resident Agent and Resident Agent's Address
- Change of Business Code

Adoption of Assumed Name \_\_\_\_\_

Other Change(s) \_\_\_\_\_

Code \_\_\_\_\_

Attention: Sarah Wakefield

Mail to Address:

Community Paper Works, Inc.

50 W. Montgomery Ave.

Suite 10

Rockville, MD 20850

Stamp Work Order and Customer Number HER

The last acting president, vice president, secretary, and treasurer of the corporation are unavailable to sign the Articles. There are less than the required number of original directors able and willing to sign the Articles; therefore, the undersigned who was elected as director for the purpose of reviving the charter of the corporation personally acknowledges the Articles to be his act.

FRANZINE  
Francine Jones  
\_\_\_\_\_  
President

Francine Jones  
(Signature)

AFFIDAVIT FOR REVIVAL OF A CHARTER

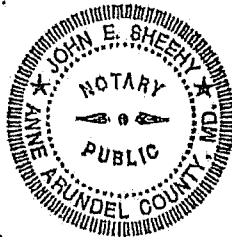
FRANZINE  
I, Francine Jones, President of The Oaks at Old Court Homeowners Association, Inc.  
(Name and Title) (Name of Corporation)

declare that the previously mentioned corporation has paid all State and local taxes except taxes on real estate, and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitation.

Francine Jones  
(Signature)

I hereby certify that on \_\_\_\_\_ before me the subscriber, a notary public of the State of Maryland, in and for \_\_\_\_\_ County personally appeared \_\_\_\_\_ and made oath under the penalties of perjury that the matters and facts set forth in this affidavit are true to the best of her knowledge, information, and belief.

As witness my hand and notarial seal



John E. Sheehy  
(Signature of notary public)

My Commission expires 02-01-05.

STATE OF MARYLAND

78342

STATE DEPARTMENT OF  
ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201

DATE: SEPTEMBER 25, 1990

THIS IS TO ADVISE YOU THAT YOUR ARTICLES OF INCORPORATION FOR  
THE OAKS AT OLD COURT HOMEOWNERS ASSOCIATION, INC.  
WERE RECEIVED AND APPROVED FOR RECORD ON SEPTEMBER 25, 1990 AT 12:57 PM.

FEE PAID: 102.00



SHARON M. FUGETT  
CHARTER SPECIALIST

RECEIVED

'90 SEP 25 PM 12 57

ARTICLES OF INCORPORATION

FOR

9-25-90

12:57 p.m.

STATE DEPT. OF ASSESSMENTS & TAXATION THE OAKS AT OLD COURT HOMEOWNERS ASSOCIATION, INC.

FIRST: I, Hamish S. Osborne, Esquire, whose post office address is 10440 Little Patuxent Parkway, Suite 1110, Columbia, Maryland 21044, being at least eighteen years of age, do hereby form a Corporation under and by virtue of the general laws of the State of Maryland.

SECOND: The name of the Corporation (which is hereinafter called the "Corporation") is:

THE OAKS AT OLD COURT HOMEOWNERS ASSOCIATION, INC.

THIRD: The purposes for which the Corporation is formed are as follows:

(a) To organize and operate a real estate management association exclusively to provide for the acquisition, construction, management, maintenance, care and preservation of the open spaces and common areas and facilities, if any, within all or part of a community to be developed and known as "The Oaks at Old Court" consisting of (i) all of that real property described in a plat of subdivision known as Plat One, Courtland Manor, Phase One, dated August 15, 1990, and consisting of one (1) sheet ("Property"), which plat is recorded among the Plat Records of Baltimore County, Maryland, at Liber SM62, Folio 87, ("Plat"), and (ii) all property which may hereafter be annexed to said The Oaks at Old Court Subdivision, and to promote the recreation, health, safety and welfare of the residents within all or part of The Oaks at Old Court and any additions thereto as may hereafter be brought within the jurisdiction of this Corporation, no part of the net earnings of which is to inure to the benefit of, or be distributable to, any director, officer, or member of the Corporation, or any other individual, so that no pecuniary gain or profit to the members thereof is contemplated, and for such general purposes, and limited to those purposes, the Corporation shall have the following powers:

(i) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, if any, and property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each lot now or hereafter laid out or established within all or part of a community to be developed and known as "The Oaks at Old Court";

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the page document on file in this office. DATED: 9/25/90

(ii) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as the same are set forth hereinafter and in that certain Declaration of Covenants, Conditions, and Restrictions for The Oaks at Old Court, to be made by Courtland Manor Joint Venture and recorded or intended to be recorded among the Land Records of Baltimore County (the "Declaration"), as such Declaration may hereafter be amended from time to time to the extent that such Declaration, when executed and recorded as aforesaid, shall be deemed a part hereof to the same extent as if it were incorporated herein;

(iii) To pay all expenses incident to the conduct of the business of the Corporation, including all license fees, taxes or governmental charges levied or imposed against the property of the Corporation;

(iv) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation pursuant to the terms of the Declaration;

(v) To borrow or raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the members of each class of membership in the Corporation, voting separately thereon, to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation;

(vi) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation, if any, to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members. No such sale, dedication or transfer shall be effective without the authorization of two-thirds (2/3) of the members of each class of membership in the Corporation, voting separately thereon.

(vii) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members of each class of the membership in the Corporation, voting separately thereon;

(viii) To annex to The Oaks at Old Court, at any time, and from time to time, other and additional residential property,



open space and common area pursuant to the terms of the Declaration; and

(ix) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

(b) The Corporation is formed under the articles, conditions and provisions expressed herein and in the general laws of this State. In no event, however, shall the Corporation: (i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended to date, or under any corresponding provision of any future United States Internal Revenue Law; or (iv) invest in or use any property in such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Sections 501(c) or 528 of the Internal Revenue Code of 1986, as now in force or hereafter amended.

✓ FOURTH: The post office address of the principal office of the Corporation in this State is 10015 Old Columbia Road, Columbia, Maryland 21046. The name and post office address of the resident agent of the Corporation in this State are Robert R. Kern, Jr., Gallagher, Evelius and Jones, 218 N. Charles Street, Suite 400, Baltimore, Maryland 21201. Said resident agent is a citizen and resident of the State of Maryland.

FIFTH: (a) The Corporation is not authorized to issue any capital stock. Each member of the Corporation ("Member" or "Members") shall be a Record Owner (as hereinafter defined) of a Lot (as hereinafter defined) now or hereafter laid out or established in The Oaks at Old Court, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Membership is appurtenant to, and inseparable from, ownership of the Lot. Each Member shall be designated either a Class A Member or a Class B Member. A description of each class of membership, with voting rights and powers of each class, is as follows:

(i) Class A Member: Except for Courtland Manor Joint Venture (the "Developer"), which shall initially be a Class B Member, a Class A Member shall be a Record Owner holding title to one or more Lots in The Oaks at Old Court, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each Class A Member shall be entitled to one vote

per Lot, for each such Lot owned by such Member, in all proceedings in which action shall be taken by Members of the Corporation.

(ii) Class B Member: The Class B Member shall be the Developer. The Class B Member shall be entitled to five (5) votes per Lot, for each such Lot owned by such Member, in all proceedings in which action shall be taken by Members of the Corporation.

(iii) Conversion: The Class B Member shall be converted to a Class A Member on February 1, 1993, or at such earlier time as the total number of votes entitled to be cast by Class A Members of the Corporation equals or exceeds the total number of votes entitled to be cast by the Class B Member of the Corporation. After such conversion, if additional property is annexed to The Oaks at Old Court, then the Class B membership of the Class B Member shall be reinstated until January 2, 2009, or such earlier time as the total number of votes entitled to be cast by Class A Members again equals or exceeds the total number of votes entitled to be cast by the Class B Member.

(b) As used herein, the term "Lot" means a piece or parcel of land within The Oaks at Old Court or any part of such additional property that may be brought within the jurisdiction of the Corporation, intended for the construction of a single family town-home dwelling thereon. The term "Record Owner" as used herein, means and includes each person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a Lot regardless of whether title is held in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership.

(c) If more than one person, firm, corporation, partnership, trustee, or other legal entity, or any combination thereof, hold the record title to any one Lot, then such multiple owners, as a unit, shall be deemed a single Record Owner and shall be or become a single Member of the Corporation by virtue of Ownership of such Lot. The term "Record Owner" shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any Lot, designed solely for the purpose of securing performance of any obligation or payment of a debt. Membership in the Corporation shall be appurtenant to and may not be separated from the ownership of any Lot, and every Record Owner of a Lot shall become and be a Member of the Corporation.

(d) If any single Class A Member of the Corporation is comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then the vote of such Class A Member shall be cast in accordance with the decision

of a simple majority of such persons, firms, corporations, trustees or other legal entities. Each Class A Member shall only be entitled to cast one (1) vote for each Lot for which it is a Record Owner, notwithstanding the number of persons, firms, corporations, trustees or other legal entities comprising such Class A Member.

SIXTH: (a) The number of directors of the Corporation shall be three (3), which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than the lesser of (a) three (3) or (b) the number of Members. The names of the directors who shall act until the first annual meeting or until their successors are duly chosen and qualified are Earl Glover, Michael Rzeplennik, and Stephanie Rezaiyan. No director need be a Member of the Corporation.

(b) At the first annual meeting of the Members of the Corporation, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. At each annual meeting thereafter the Members shall elect one (1) director for a term of three (3) years.

SEVENTH: Amendment of these Articles of Incorporation shall require the assent of Seventy-Five Percent (75%) of the votes entitled to be cast thereon.

EIGHTH: The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution is authorized, in writing, by not less than two thirds (2/3) of each class of Members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust, semi-public agency or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law, as the Board of Directors may determine to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

NINTH: (a) The Corporation shall distribute its income, if any, for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws;

(b) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws;

(c) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, as amended or corresponding provisions of any subsequent federal tax laws;

(d) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws; and

(e) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

TENTH: AS long as (a) there is a Class B membership of the Corporation, and (b) any Lot is then encumbered by a mortgage which is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), the following actions will require the prior approval of the FHA or the VA, as appropriate: annexation of additional properties, other than those properties described in the Declaration; mergers and consolidations; mortgaging the Common Areas of the community; dedication of the Common Areas, except as permitted by the Declaration; and the dissolution or amendment of these Articles of Incorporation.

IN WITNESS THEREOF, I have signed these Articles of Incorporation this 20 day of September, 1990, and I acknowledge the same to be my act.

WITNESS:

Christine Osborne

By:

Hamish S. Osborne  
Hamish S. Osborne  
Sole Incorporator

36tx304.dms  
1830-4

**SECTION III**

**BY-LAWS**

**FOR**

**THE OAKS AT OLD COURT HOMEOWNERS  
ASSOCIATION, INC.**

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**Budget**  
**Oaks at Old Court Homeowners Association, Inc.**

# OAKS @ OLD COURT HOA

## FY 2018 APPROVED BUDGET

| ACCT #                          | ACCOUNT DESCRIPTION           | FY 17<br>APPROVED<br>BUDGET | FY 18<br>APPROVED<br>BUDGET |
|---------------------------------|-------------------------------|-----------------------------|-----------------------------|
| <b>INCOME:</b>                  |                               |                             |                             |
| Monthly Fees - \$00             |                               |                             |                             |
| 41000                           | HOA fees                      | \$74,400.00                 | \$74,400.00                 |
| <b>TOTAL INCOME</b>             |                               | <b>\$74,400.00</b>          | <b>\$74,400.00</b>          |
| <b>OTHER INCOME:</b>            |                               |                             |                             |
| 44000                           | Late Fees                     | \$3,500.00                  | \$2,000.00                  |
| 44200                           | Collected Legal Fees          | 0.00                        | 2,000.00                    |
| 45500                           | Interest Income               | 0.00                        | 25.00                       |
| 45510                           | Collected Delinquent Interest | 6,500.00                    | 2,000.00                    |
| 45000                           | Miscellaneous                 | 0.00                        | 100.00                      |
| <b>TOTAL OTHER INCOME</b>       |                               | <b>\$10,000.00</b>          | <b>\$6,125.00</b>           |
| <b>TOTAL OPERATING INCOME</b>   |                               | <b>\$84,400.00</b>          | <b>\$80,525.00</b>          |
| <b>OPERATING EXPENSES:</b>      |                               |                             |                             |
| <b>UTILITIES</b>                |                               |                             |                             |
| 55000                           | Electricity                   | \$400.00                    | \$250.00                    |
| <b>TOTAL UTILITIES</b>          |                               | <b>\$400.00</b>             | <b>\$250.00</b>             |
| <b>CONTRACTS</b>                |                               |                             |                             |
| 60350                           | Landscaping Contract          | \$17,148.00                 | \$7,148.00                  |
| 62100                           | Repairs-Fence                 | 2,166.00                    | 2,000.00                    |
| 62850                           | Snow Maintenance              | 3,000.00                    | 3,000.00                    |
| 62650                           | Repairs & Maintenance         | 1,000.00                    | 9,000.00                    |
| <b>TOTAL CONTRACTS</b>          |                               | <b>\$23,314.00</b>          | <b>\$21,148.00</b>          |
| <b>GENERAL MAINTENANCE</b>      |                               |                             |                             |
| 60350                           | Landscape Enhancements        | \$0.00                      | \$1,500.00                  |
| 60900                           | Tree Maintenance              | 0.00                        | 4,000.00                    |
| <b>TOTAL GENERAL MAINTENANC</b> |                               | <b>\$0.00</b>               | <b>\$5,500.00</b>           |
| <b>ADMINISTRATIVE</b>           |                               |                             |                             |
| 50300                           | Professional & Legal Fees     | \$10,000.00                 | \$10,000.00                 |
| 50450                           | Prof & Legal-Owners           | 0.00                        | 0.00                        |
| 50500                           | Accounting Fees               | 1,300.00                    | 1,325.00                    |
| 80000                           | Insurance                     | 2,174.00                    | 2,174.00                    |
| 51400                           | Internet/Webpage              | 0.00                        | 0.00                        |
| 51150                           | Office Expense/postage        | 3,500.00                    | 3,388.00                    |
| 50050                           | Bad Debt                      | 5,000.00                    | 5,000.00                    |
| 51050                           | Management                    | 25,512.00                   | 18,540.00                   |
| 50200                           | Bank Charges                  | 0.00                        | 0.00                        |
| <b>TOTAL ADMINISTRATIVE</b>     |                               | <b>\$47,486.00</b>          | <b>\$40,427.00</b>          |
| <b>TOTAL OPERATING EXPENSE</b>  |                               | <b>\$71,200.00</b>          | <b>\$67,325.00</b>          |
| <b>RESERVE EXPENSE:</b>         |                               |                             |                             |
| 7005                            | Reserve Contribution          | \$13,200.00                 | \$13,200.00                 |
| <b>TOTAL RESERVE</b>            |                               | <b>\$13,200.00</b>          | <b>\$13,200.00</b>          |
| <b>TOTAL EXPENSE</b>            |                               | <b>\$84,400.00</b>          | <b>\$80,525.00</b>          |
| <b>TOTAL INCOME</b>             |                               | <b>\$84,400.00</b>          | <b>\$80,525.00</b>          |
| <b>TOTAL NET GAIN (LOSS)</b>    |                               | <b>\$0.00</b>               | <b>\$0.00</b>               |

**Bylaws**  
**Oaks at Old Court Homeowners Association, Inc.**



**SECTION III**

**BY-LAWS**

**FOR**

**THE OAKS AT OLD COURT HOMEOWNERS  
ASSOCIATION, INC.**

---

THE OAKS AT OLD COURT HOMEOWNERS ASSOCIATION, INC.

BY-LAWS

GENERAL PROVISIONS

ARTICLE I

Section 1.1. Definitions.

1.1.1. As used in the provisions of these By-Laws, each of the following terms shall have the meaning hereinafter in this Section ascribed to it:

(1) "Annual Assessment" has the meaning ascribed to it by the provisions of the Declaration.

(2) "Annual Membership Meeting" means an annual meeting of the Membership, held pursuant to the provisions of Section 2.1.

(3) "the Architectural Committee" means the entity referred to as such in the provisions of the Declaration.

(4) "the Articles of Incorporation" means the Association's Articles of Incorporation, as filed with the State Department of Assessments and Taxation of Maryland, as from time to time amended.

(5) "Assessment" means an Annual Assessment or a Special Assessment.

(6) "Assessment Lien" means a lien created and existing pursuant to the provisions of Article IV of the Declaration.

(7) "Assessment Year" shall be the calendar year.

(8) "the Association" means The Oaks at Old Court Homeowners Association, Inc., a corporation organized and existing under the law of Maryland.

(9) "Association Property" means any and all real property, personal property or other assets beneficially owned by the Association, including, by way of example rather than of limitation, the Common Areas, if any.

(10) "the Board of Directors" means the board of directors of the Association.

(11) "Board Meeting" means a meeting of the Board of Directors, held pursuant to the provisions of Section 3.7.

(12) "the Class A Membership" has the meaning ascribed to it in Article Fifth, Section (a)(i) of the Articles of Incorporation.

(13) "the Class B Membership" has the meaning ascribed to it in Article Fifth, Section (a)(ii) of the Articles of Incorporation.

(14) "the Common Area" has the meaning ascribed to it by the provisions of the Declaration.

(15) "the Community" means all of that real property, situate and lying in Baltimore County, Maryland, all as described in the Declaration, and each Future Parcel or portion thereof which, at the time in question, has been added to the Community through an expansion thereof pursuant to the provisions of the Declaration.

(16) "the Declaration" means the instrument entitled Declaration of Covenants, Conditions and Restrictions for The Oaks at Old Court made by Courtland Manor Joint Venture dated OCTOBER 2nd, 1990, and recorded among the Land Records of Baltimore County, Maryland in Liber 8612 at folio 643, et. seq., as from time to time amended.

(17) "the Declarant" has the meaning ascribed to it by the provisions of the Declaration.

(18) "Director" means a member of the Board of Directors, in his capacity as such.

(19) "Future Parcel" means additional residential property and Common Area which may be annexed to the Property pursuant to the provisions of the Declaration.

(20) "Lot" has the meaning ascribed to it by the provisions of the Declaration.

(21) "Majority" means more than fifty percent (50%).

(22) "Member" means each person who is a member of the Association as defined in Article Fifth of the Articles of Incorporation.

(23) "the Membership" means all of the Members.

(24) "Membership Meeting" means an Annual Membership Meeting or a Special Membership Meeting.

(25) "Mortgage" means any mortgage or deed of trust encumbering any Lot, and any other security interest therein existing by virtue of any form of security instrument or

arrangement used from time to time in the locality of the Community, (including, by way of example rather than of limitation, any such other form of security arrangement arising under any deed of trust, sale and lease back documents, lease and lease back documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and any instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

(26) "Officers" means, collectively, the President, the Vice-President, the Secretary, the Treasurer, each Assistant Secretary, each Assistant Treasurer and the holder of each other office which the Board of Directors creates pursuant to the provisions of Article V.

(27) "Owner" has the meaning ascribed to it by the provisions of the Declaration.

(28) "Person" means any natural person; trustee, corporation, partnership or other legal entity.

(29) "the President" means the president of the Association.

(30) "Rules and Regulations" means the rules and regulations adopted by the Association pursuant to the provisions of these By-Laws.

(31) "the Secretary" means the secretary of the Association.

(32) "Special Assessment" has the meaning ascribed to it by the provisions of the Declaration.

(33) "Special Membership Meeting" means a special meeting of the Membership, held pursuant to the provisions of Section 2.2.

(34) "the Treasurer" means the treasurer of the Association.

(35) "the Vice-President" means the vice-president of the Association.

1.1.2. Any other term to which a meaning is specifically ascribed by any provision of the Articles of Incorporation or the Declaration shall, for purposes of these By-Laws have the meaning so ascribed, unless the meaning ascribed in the Declaration conflicts with the meaning ascribed in the Articles of Incorporation, in which event the latter meaning shall control.

Section 1.2. Principal Office. The Association's principal office shall be located at 10015 Old Columbia Road, Columbia, Maryland 21046, but meetings of Members and Directors may be held at such other places within the same County, or in Baltimore County, Maryland, as are from time to time designated by the Board of Directors.

Section 1.3. Status and Applicability of By-Laws. These By-Laws shall be applicable to, and shall govern, the administration of the Association's affairs by or through its officers, the Board of Directors or the Membership.

## ARTICLE II

### MEMBERSHIP MEETINGS

Section 2.1. Annual Meetings. The annual meeting of the members of the Association shall be held on such date during the month of October as may be fixed by the Board of Directors. Any business of the Association may be transacted at an annual meeting without being specifically designated in the notice, except such business as is specifically required by statutes or by the Articles of Incorporation to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or otherwise affect valid corporate acts.

Section 2.2. Special Meetings. At any time in the interval between annual meetings, special meetings of the Members may be called by the President or by a majority of the Board of Directors.

Section 2.3. Place of Meetings. All meetings of the Members may be held at any place in the United States at the principal office of the Association, or at such other place as may be designated by a majority of the Board of Directors.

Section 2.4. Notice of Meetings. Except as may be otherwise provided in the Declaration, not less than thirty (30) nor more than sixty (60) days before the date of every Membership Meeting, the Secretary shall give to each Member entitled to vote at such meeting, or entitled to notice thereof, written or printed notice either by mail, by presenting it to him personally, or by leaving it at his residence or usual place of business. Each such notice shall state the time and place of the meeting and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding

thereof, or actual attendance at the meeting in person or by proxy, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of Members, annual or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 2.5. Quorum. Unless otherwise provided in the Articles of Incorporation, the Declaration, or by statute, at any meeting of Members, the presence in person or by proxy of Members entitled to cast a majority of the votes thereat shall constitute a quorum. In the absence of a quorum, the Members present in person or by proxy, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.6. Votes Required. A majority of the votes cast at a meeting of Members, duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute, the Articles of Incorporation, or the Declaration. Unless the Articles of Incorporation or the Declaration provide for a greater or lesser number of votes per Member or limits or denies voting rights, each Member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of the Membership.

Section 2.7. Proxies. A Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. No proxy shall be valid after eleven months from its date, unless otherwise provided in the proxy. Every proxy shall be in writing, subscribed by the Member or his duly authorized attorney, and dated, but need not be sealed, witnessed or acknowledged.

Section 2.8. List of Members. At each meeting of Members a complete list in alphabetical order, or in alphabetical order by classes of Membership, of all Members entitled to vote at such meeting, shall be furnished by the Secretary.

Section 2.9. Voting. In all elections for Directors, every Member shall have the right to vote, in person or by proxy, for as many persons as there are Directors to be elected and for whose election he has a right to vote. At all Membership Meetings, unless the voting is conducted by inspectors, the proxies and ballots shall be received, and all questions involving the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairman of the meeting. The vote upon any election or question shall be ~~taken by ballot if demanded by Members,~~ present in person or by

proxy, entitled to cast ten percent in number of votes, or if ordered by the chairman.

Section 2.10. Informal Action by Members. Any action required or permitted to be taken at any Membership Meeting may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the Members entitled to vote on the subject matter thereof and any other Members entitled to notice of a Membership Meeting (but not to vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Association.

### ARTICLE III

#### BOARD OF DIRECTORS

Section 3.1. Powers and Duties. The business and affairs of the Association shall be managed under the direction of its Board of Directors. The Board of Directors may exercise all the powers of the Association, except such as are by statute or the Articles of Incorporation or the By-Laws conferred upon or reserved to the Members. The Board of Directors shall keep full and fair accounts of its transactions.

3.1.1. Powers. Except as may be otherwise provided in the Declaration, the Articles of Incorporation, these By-Laws, or applicable law, the Board of Directors shall have the power:

(a) to adopt and publish Rules and Regulations governing the use of the Common Areas and the personal conduct of the Members and their family members and guests thereon, and to establish penalties for infractions thereof;

(b) to suspend the voting rights, and the right to use the recreational facilities included within the Common Areas, of any Member;

(i) during any period in which such Member is in default in the payment of any Assessment levied by the Association; and

(ii) after notice and hearing, for a period of not longer than sixty (60) days, for such Member's infraction of the published Rules and Regulations;

(c) to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration or applicable law;

*Amended  
Democracy*

(d) to declare any directorship to be vacant if the Director who holds it is absent from three (3) consecutive regular Board Meetings called in accordance with these By-Laws;

(e) to appoint members to the Association's Architectural Committee; and

(f) subject to the provisions of the Declaration, to employ a manager, an independent contractor or such other employees as the Board of Directors deems necessary, and to prescribe their duties.

3.1.2. Duties. Except as may be otherwise provided in the Declaration, the Articles of Incorporation, these By-Laws, or applicable law, it shall be the duty of the Board of Directors:

(a) to cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at each Annual Membership Meeting, or at any Special Membership Meeting when such statement is requested in writing by Members holding at least twenty-five percent (25%) of the total number of votes held by the Class A Membership;

(b) to supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as is more fully provided in the Declaration,

(i) to fix the amount of the Annual Assessment levied against each Lot except as provided in the Declaration;

(ii) to send written notice of each Assessment to every Owner subject thereto; and

(iii) to foreclose the Assessment Lien against any Lot for which any such Assessment is not paid within thirty (30) days after the date upon which it is due, and/or to bring an action at law against the Owner of such Lot, if such Owner is personally obligated to pay the same;

(d) to issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. If a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance covering all Association Property;



(f) to cause all Officers, agents or employees of the Association having fiscal responsibilities to be bonded, as the Board of Directors may deem appropriate and as further set forth in Section 10.3 hereof; and

(g) to cause any Common Areas to be maintained.

Section 3.2. Number of Directors. The number of Directors of the Association shall be as provided in the Articles of Incorporation until such number be changed as herein provided. By vote of a majority of the entire Board of Directors, the number of Directors may be increased or decreased, from time to time; provided, however, that the number of Directors may not be less than the lesser of (a) three (3) or (b) the number of Members. Further provided that the tenure of office of a Director shall not be affected by any decrease in the number of Directors so made by the Board.

Section 3.3. Election and Removal of Directors. Until the first Annual Membership Meeting or until successors are duly elected and qualify, the Board shall consist of the persons named as such in the Articles of Incorporation. At the first Annual Membership Meeting and at each Annual Membership Meeting thereafter, the Members shall elect Directors to hold office for the term provided for in the Articles of Incorporation, or until their successors are elected and qualify. Unless the Articles of Incorporation or statute provides otherwise, at any Membership Meeting, duly called and at which a quorum is present, the Members may by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any Director or Directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed Directors.

Section 3.4. Vacancies. Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of Directors may be filled by a majority of the remaining members of the Board of Directors, even if such remaining members do not constitute a quorum. Any vacancy occurring by reason of an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors. A Director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next Annual Membership Meeting or until his successor is elected and qualifies.

Section 3.5. Regular Meetings. After each Membership Meeting at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet as soon as practicable for the purpose of organization and the transaction of other business at such time as may be designated by the Members at such meeting; and in the event that no other time is designated by the Members, the Board of Directors shall meet immediately following such meeting. Such first meeting shall be held at such place within or without

the State of Maryland as may be designated by the Members, or in default of such designation at the place designated by the Board of Directors for such first regular meeting or in default of such designation at the principal office of the Association. No notice of such first meeting shall be necessary if held as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors, and may take place by actual attendance in person and/or by telephone conference communication, subject to and in accordance with applicable law.

Section 3.6. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Board of Directors by vote at a meeting, or in writing without a meeting. Such special meetings shall be held at such place or places within or without the State of Maryland as may be designated by the President, or the Board of Directors, and may take place by actual attendance in person and/or by telephone conference communication, subject to and in accordance with applicable law.

Section 3.7. Notice of Meetings. Except as provided in Section 3.5, notice of the place, day and hour of every regular and special meeting shall be given to each Director (i) by depositing written notice in the U.S. mail, postage prepaid, addressed to him at his residence or usual place of business at least five days before the meeting, (ii) by sending the same to him by telegraph at his residence or usual place of business at least three (3) days before the meeting, or (iii) by personally delivering written notice to him at his residence or usual place of business at least two (2) days before the meeting. Notice deposited in the U.S. mail shall be deemed delivered when so deposited. Notice given by telegram shall be deemed delivered when the telegram is delivered or orally communicated to the telegraph company. Unless required by these By-Laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any Director who attends, or to any Director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 3.8. Quorum. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. At any meeting where a quorum is present, except in cases in which it is by statute, by the Articles of Incorporation; by the Declaration or by the By-Laws otherwise provided, the vote of a majority of the

Directors present shall be sufficient to elect and pass any measure. In the absence of a quorum, the Directors present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. For purposes hereof, any Director participating in a meeting by telephone conference communication shall be deemed present in all respects to the same extent as if he shall have been present in person.

Section 3.9. Compensation. No director shall receive any compensation for any service he may render the Association. However, directors may be paid their expenses of attendance at each meeting of the Board of Directors.

Section 3.10. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless he shall have dissented and (i) his dissent shall be entered in the minutes of the meeting or (ii) he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment therefor or (iii) he shall forward such dissent by certified mail, return receipt requested, to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action or failed to make his dissent known at the meeting.

Section 3.11. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 3.12. Open Meetings. Meetings of the Board of Directors shall be open to all members of the Association, to the extent provided in Section 11B-111 of the Real Property Article of the Annotated Code of Maryland (1988 Replacement Volume, as amended from time to time).

#### ARTICLE IV

#### COMMITTEES

Section 4.1. Executive Committee. The Board of Directors is authorized to appoint from its members an Executive Committee consisting of not less than three Directors and in its discretion one or more alternates. The Executive Committee so designated

shall possess and exercise in the intervals between meetings of the Board of Directors, any or all of the powers of the Board of Directors in the management of the business and affairs of the Association, except the power to recommend to members any action requiring members' approval or to amend the By-Laws. The Board of Directors may from time to time remove members and elect from among its members additional members of this Committee to serve for such periods of time as it shall designate. A majority of the Committee as it may from time to time be constituted, shall constitute a quorum. It shall fix its own rules and shall meet at the call of the President or any two members of the Committee.

Section 4.2. Architectural Committee. The Board of Directors shall appoint members of the Architectural Committee as provided in the Declaration.

Section 4.3. Other Committees. The Board of Directors may by resolution provide for such other standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

## ARTICLE V

### OFFICERS

Section 5.1. Executive Officers. The officers of the Association shall consist of a President, a Secretary, a Treasurer and, whenever deemed advisable by the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and such other officers as shall be elected from time to time by the Board of Directors. All of said officers shall be chosen by the Board of Directors, shall have such duties and responsibilities as the Board of Directors may direct and shall hold office only during the pleasure of the Board of Directors or until their successors are chosen and qualify. Any two offices except those of President and Vice President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity when such instrument is required to be executed, acknowledged, or verified by any two or more officers. The Board of Directors may from time to time appoint such other agents and employees with such powers and duties as it deems proper.

Section 5.2. President. The President (unless otherwise provided by resolution of the Board of Directors) shall be the chief executive officer of the Association, shall preside at all meetings of the membership and directors, and shall have general responsibility for the management and direction of the business of the Association in all departments. The President shall perform such other duties as the Board of Directors may direct, from time to time.

Section 5.3. Vice Presidents. The Vice President or Vice Presidents, at the request of the President or in his absence or during his inability to act (unless otherwise provided by resolution of the Board of Directors), shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. If there be more than one Vice President, the Board of Directors may determine which one or more of the Vice Presidents shall perform any of such duties or exercise any of such functions, or if such determination is not made by the Board of Directors, the President may make such determination; otherwise any of the Vice Presidents may perform any of such duties or exercise any of such functions. The Vice President or Vice Presidents shall have such other powers and perform such other duties as may be assigned to him or them by the Board of Directors from time to time.

Section 5.4. Secretary. The Secretary (unless otherwise provided by resolution of the Board of Directors) shall keep the minutes of the meetings of Membership, of the Board of Directors and of any committees in books provided for the purpose; shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; shall be custodian of the records of the Association; shall see that the corporate seal is affixed to all documents, the execution of which, on behalf of the Association, under its seal, is duly authorized, and when so affixed may attest the same; and in general, shall perform all duties incident to the office of a secretary of a corporation and such other duties as from time to time may be assigned to him by the Board of Directors.

Section 5.5: Treasurer. The Treasurer (unless otherwise provided by resolution of the Board of Directors) shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association, and shall deposit or cause to be deposited, in the name of the Association, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors. The Treasurer shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Association, and, if required by the Board of Directors, give the Association a bond in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Association in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, monies and properties of whatever kind in his possession or under his control belonging to the Association. In general, the Treasurer shall perform all the duties incident to the office of a treasurer of a corporation and such other duties as may be assigned to him by the Board of Directors from time to time.

Section 5.6. Assistant Officers. The Assistant Secretaries, if any be appointed, shall have such duties as may from time to time be assigned to them by the Board of Directors. The Assistant Treasurers, if any be appointed, shall have such duties as may from time to time be assigned to them by the Board of Directors.

Section 5.7. Compensation. No officer shall receive compensation for any service he may render to the Association. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5.8. Removal. Any officer or agent of the Association may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby, with or without cause, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

## ARTICLE VI

### BOOKS AND RECORDS

The Association's books, records and papers, the Declaration, the Articles of Incorporation and these By-Laws shall at all times be available for inspection by any Member or duly authorized agent of any Member at the Association's principal office (where copies may be made at reasonable cost) during reasonable business hours, subject, however, to the provisions of Section 11B-112 of the Real Property Article of the Annotated Code of Maryland (1988 Replacement Volume, as amended).

## ARTICLE VII

### ASSESSMENTS

As is more fully provided in the Declaration, each Member is obligated to pay to the Association such Annual Assessments and Special Assessments detailed in Article IV of the Declaration which Assessments, if any, shall be secured by a continuing Assessment Lien upon his Lot. Any Assessment which is not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the date on which it becomes due, it shall bear interest from such date at the rate set forth in the provisions of the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the Assessment Lien against his Lot, as provided in the Declaration, and all interest, late charges, costs, and reasonable attorney's fees incurred in any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for any Assessment by nonuse of the Common Areas or abandonment of his Lot.

## ARTICLE VIII

### AMENDMENT AND CONSTRUCTION OF BY-LAWS

Section 8.1. Amendment. These By-Laws may be amended at an Annual Membership Meeting or a Special Membership Meeting by a vote of a Majority of those Members who are present in person or by proxy (provided that a quorum exists for such meeting); provided, however, that the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") shall have the right to veto amendments if (a) there is Class B membership, and (b) any Lot is then encumbered by a mortgage which is insured by the FHA or guaranteed by the VA.

Section 8.2. Construction. In the case of any conflict between any provision of the Articles of Incorporation and these By-Laws, those of the Articles of Incorporation shall control. In the case of any conflict between any provision of the Declaration and these By-Laws, those of the Declaration shall control. All references made herein to any Section or subsection shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section or subsection of these By-Laws.

## ARTICLE IX

### FINANCE AND SUNDRY PROVISIONS

Section 9.1. Checks, Drafts, Etc.. All checks, drafts, orders for the payment of money, notes and other evidence of indebtedness, issued in the name of the Association, shall be signed by those officers of the Association designated by the Board of Directors.

Section 9.2. Fiscal Year. The Association's fiscal year shall begin on the first day of January and end on the 31st day of December of every year, except that the Association's first fiscal year began on the date of its incorporation.

Section 9.3. Seal. The Board of Directors may provide a suitable seal, bearing the name of the Association, which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

ARTICLE X

INSURANCE

SECTION 10.1 Insurance to be Maintained by Association.

10.1.1. Duty to Procure and Maintain. The Association shall procure and maintain insurance coverage of the types which are enumerated in the provisions of Section 10.3 upon the Common Areas, all personal property located within the Common Areas, and all Association Property. Owners shall be responsible for procuring and maintaining property insurance on their townhomes. The Association shall give notice to all Owners of the termination of any insurance policy within ten (10) days of termination.

10.1.2. Insureds. The policies of such insurance described in Section 10.3 hereof shall name the Association as insured thereunder; provided, however, that the policies shall contain, if appropriate, a standard mortgagee clause naming either the Federal National Mortgage Association ("FNMA") or the servicers of mortgages FNMA holds on townhomes in the Community.

10.1.3. Insurers. Such insurance shall be purchased from one or more recognized insurance companies duly licensed to operate and do business in Maryland and rated A class 12, or other similar degree of rating if such rating classification is not then being utilized.

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

10.1.5. Review. The Board of Directors shall review from time to time the Association's insurance requirements and limits thereof.

10.1.6. Payment of Premiums. The Association shall pay the premiums for such insurance as a common expense of the Association.

SECTION 10.2 Master Policies of Insurance. The Association shall obtain a master policy of insurance which shall provide for the proceeds thereunder to be paid to the Association and to be held by the Association for disposition. Under such master policy, certificates of insurance shall be issued which indicate on their face that they are a part of such master policy, and that such master policy covers ~~the Common Areas and other Association~~



Property. A certificate of insurance, with proper mortgagee endorsements to such policy, shall be issued to the Association, each Owner, and each Mortgagee. Such certificate shall show the blanket amount of insurance covering the Common Area and other Association Property. Such master policy and certificates shall, to the extent obtainable by the Association using its best efforts, contain (a) a provision that the insurer shall not be entitled to contribution from the issuer of any insurance which may be purchased by any Owner in accordance with the provisions of Section 10.4; (b) a provision that any act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will not void the policy and is not a condition to recovery under the policy; and (c) a provision that if at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property, this policy is to be the primary insurance and not contributing with the other insurance. The original of such master policy shall be deposited with the Association and a memorandum thereof shall be deposited with each first Mortgagee who requests it. The Association shall pay the premiums for such insurance by not later than thirty (30) days prior to the expiration of the term of each such policy, and shall notify each Mortgagee who requests such notification of such payment within ten (10) days after having made the same.

SECTION 10.3 Types of Insurance. The types of insurance coverage which the Association shall procure and maintain pursuant to the provisions of Section 10.1 are as follows:

10.3.1. Casualty or Physical Damage Insurance. Casualty or physical damage insurance in an amount equal to the full replacement value of all insurable improvements within the Common Areas, including, without limitation, fixtures, building service equipment, and other Association Property, as such value is determined annually by the Board of Directors with the assistance of the Issuer of such insurance; provided that at the option of the Board of Directors such policy or policies may contain a "deductible" provision in an amount which is determined by the Board of Directors not to exceed the requirements of the FNMA.

(a) Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, including those covered by the standard "all risk" endorsement.

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

(c) The policy affording such coverage shall provide: (i) that such policy may not be canceled or substantially modified without at least thirty (30) days' prior written notice thereof having been given to each insured, including by way of example rather than of limitation, each insured Mortgagee; (ii) that certificates of such insurance and all renewals thereof, together with acknowledgement of payment of premiums, shall be delivered to the Association, and, upon request, to each Owner, insured Mortgagee, and beneficiary under a deed of trust; (iii) that such policy shall have a maximum deductible amount of the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount, and (iv) for an Inflation Guard Endorsement (where it can be obtained), a Construction Code Endorsement (where applicable), and a Steam Boiler and Machinery Coverage Endorsement (if applicable).

10.3.2. Public Liability Insurance. Public liability insurance, including medical payments insurance, insuring the Association, each Officer, Director, employee or agent thereof, each Owner and the management agent, if any, against liability for bodily injury, death or property damage arising out of the use of the Common Areas, public ways and any other areas under the Association's supervision, by any person or out of any of their activities on behalf of the Association. Such insurance shall have limits of coverage with respect to bodily injury, death, and property damage of not less than one million dollars (\$1,000,000.00) for any one person and for any one occurrence and may have such higher limits of coverage, and may be in such form, as shall from time to time be determined by the Board of Directors. Such insurance shall include coverage of claims of one insured against another insured. Policies of public liability insurance shall provide for at least ten (10) days written notice to the Association prior to cancellation or substantial modification.

10.3.3. Flood Insurance. Flood insurance covering any Common Area buildings or any other Association Property if any such improvements or Association Property are in a Special Flood Hazard Area which is designated as A, AE, AH, AO, AI-30, A-99, V, VE, or VI-30 on a Flood Insurance Rate Map. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of the Common Area improvements, or the maximum coverage available under the appropriate National Flood Insurance Administration program. The maximum deductible amount shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy's face amount, unless a higher deductible amount is required under State law. Funds to cover the deductible shall be included in the Association's operating reserve account.

10.3.4. Fidelity Bonds. Blanket fidelity bonds naming the Association as the obligee for anyone who either handles or is responsible for Association funds. ~~Premiums shall be paid by the~~

Association as a common expense, and the coverage shall be the maximum amount that will be in the custody of the Association or its management agent, if any, while the bond is in force. In the event the Association hires a management agent, such agent must be covered by its own fidelity bond which shall provide the same coverage as the bond required of the Association.

10.3.5. Other Insurance. Such other coverage, including workman's compensation, fidelity and officers' and directors' liability insurance, as the Board of Directors may deem advisable, as further set forth in Section 11.7 hereof.

SECTION 10.4 Insurance to be Maintained by Owners.

10.4.1. Coverage. Each Owner shall obtain insurance at his own expense affording replacement cost coverage against damage to or destruction of his townhome and his personal property.

SECTION 10.5 Proceeds of Insurance.

10.5.1. Receipt and Distribution of Proceeds by Association. The Association or any insurance trustee shall receive any proceeds which are payable under any policy of insurance of which it is entitled to the proceeds, and shall hold and distribute the same in trust for the purpose of repairing or restoring Association Property to its then existing condition prior to the event leading to the claim for such insurance, all as determined by the Board of Directors.

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

ARTICLE XI

INDEMNIFICATION

Section 11.1 Actions Against Association for Actual Damages. Subject to the provisions of subsection 14-118(c) of the Real Property Article of the Annotated Code of Maryland (1988 Replacement Volume, as amended) a person sustaining an injury as a result of the tortious act of an Officer or Director while the Officer or Director is acting within the scope of the Officer's or Director's duties may recover only in an action brought against the Association for the actual damages sustained.

Section 11.2. Personal Liability of Directors or Officers Prohibited. In a proceeding against the Association, a Director or Officer may not be held personally liable for injuries sustained by a party if the Director or Officer:

- (a) Acted within the scope of the Director's or Officer's duties;
- (b) Acted in good faith; and
- (c) Did not act in a reckless, wanton, or grossly negligent manner.

Section 11.3. Association Sole Party Defendant. A claimant shall name only the Association as a party defendant.

Section 11.4. Indemnification to Extent Permitted By Law. Notwithstanding the foregoing, the Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted by law.

Section 11.5. Payment of Expenses in Advance of Final Disposition of Action. Expenses (including attorney's fees) incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition thereof on the conditions and to the extent permitted by law.

Section 11.6. Non-Exclusive Right to Indemnity; Inures to the Benefit of Heirs and Personal Representatives. The foregoing rights of indemnification shall be in addition to all rights to which any such Director, Officer, employee, agent, trustee, administrator or other fiduciary may be entitled as a matter of law, and shall continue as to a person who has ceased to be such a Director, Officer, employee, agent, trustee, administrator or other fiduciary and shall inure to the benefit of the heirs and personal representatives of such person.

Section 11.7. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power or would be required to indemnify him against the liability under the provisions of this Article or the laws of this State. The Association may provide similar protection, including a trust fund, letter of credit, or surety bond, not inconsistent with this Article XI. The insurance or similar protection may be provided by a subsidiary or an affiliate of the Association.

Section 11.8. Certain Persons Not to be Indemnified. Notwithstanding the foregoing provisions of this Article XI, the Association shall not indemnify any bank, trust company, investment adviser or any actuary against any liability which they may have by reason of their acting as a "fiduciary" of any employee benefit plan (as that term is defined in the Employee Retirement Income Security Act, as amended from time to time) established for the benefit of this Association's employees, provided any officers, directors or employees of the Association acting as fiduciary of any such employee benefit plan shall be indemnified as provided herein.

IN WITNESS WHEREOF, we, being all of the Association's Directors, have hereunto set our hands, this 3rd day of October, 1990.

WITNESS:

Patricia M. Lattin

Patricia M. Lattin

Patricia M. Lattin

DIRECTOR:

Earl G. Glover

Earl G. Glover

Michael Rzepiennik

Michael Rzepiennik

Stephanie G. Rezaiyan

Stephanie G. Rezaiyan

CERTIFICATION

I, Stephanie G. Rezaiyan, the undersigned, hereby certify:

(1) that I am the duly elected and acting Secretary of THE OAKS AT OLD COURT HOMEOWNERS ASSOCIATION, INC., a corporation organized and existing under the law of Maryland; and

(2) that the foregoing By-Laws are the original By-Laws of such corporation, as duly adopted at a meeting of its Board of Directors held on October 3, 1990.

Stephanie G. Rezaiyan  
Stephanie G. Rezaiyan, Secretary

36TX0045.DMS

REVIEWED FOR BALTIMORE COUNTY  
REQUIREMENTS

William J. Demond  
ASSISTANT COUNTY SOLICITOR

9/20/90

**CC&Rs-Declaration**  
**Oaks at Old Court Homeowners Association, Inc.**

SM 8612/643

LIBER 8612 PAGE 643

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE OAKS AT OLD COURT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") made this 2nd day of October, 1990, by COURTLAND MANOR JOINT VENTURE, a Maryland Joint Venture consisting of General American Real Estate and Development, Inc., a Maryland corporation, Mt. Everest Group, Inc., a Maryland corporation, and Mt. Everest-Courtland Limited Partnership, a Maryland limited partnership ("Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain real property situate in Baltimore County, Maryland ("Property"), as more particularly described in that certain plat of subdivision known as Plat One, Courtland Manor, Phase One, dated August 15, 1990, consisting of one (1) sheet, which plat is recorded among the Plat Records of Baltimore County, Maryland, at Liber SM62, Folio 87 ("Plat");

WHEREAS, Declarant intends to develop or cause to be developed on the Property a residential subdivision to be known as The Oaks at Old Court ("Subdivision") initially having One Hundred Three (103) Lots (as hereinafter defined);

WHEREAS, Declarant desires to subject the Property, and such additional Property as may be annexed to the Subdivision from time to time, as permitted by Article X hereof, and the improvements located or to be located thereon to the covenants, conditions and restrictions set forth herein which are for the purpose of

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County

10-3-90

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

SIGNATURE: R. 10-3-90

TRANSFER TAX NOT REQUIRED  
Director of Finance  
BALTIMORE COUNTY MARYLAND

Per Jay Sugar

Date 10-3-90 Ssc 11-85 DEC

protecting the value and desirability of the Property and the improvements thereon and are for the purpose of distributing among the owners of such improvements the cost of maintaining and operating the Common Areas (as hereinafter defined) and any improvements constructed thereon;

WHEREAS, Declarant has caused or will cause a non-profit membership corporation known or to be known as THE OAKS AT OLD COURT HOMEOWNER'S ASSOCIATION, INC. (the "Association") to be formed in order to perform certain functions on behalf of the owners of Lots within the Property, including, but not limited to, the enforcement of the covenants, conditions and restrictions herein set forth, and for the management and maintenance of any common areas to be owned by the Association, and for the collection and disbursement of the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and the Association.



ARTICLE I

Definitions

As used herein, the following words and terms are defined to mean as indicated:

1.1 "Alteration" shall mean an addition, change, alteration or repainting of an existing Structure or a change to the contour of any Lot.

1.2 "Annual Assessment" shall mean the regular, annual charges payable by Owners pursuant to Article IV hereof.

1.3 "Architectural Committee" shall mean that committee, as further described in Article IX hereof, composed of three or more individuals so designated from time to time by the Association's Board of Directors. Members may be removed from the Architectural Committee at any time by the Board of Directors at its discretion. The initial Architectural Committee shall be Michael Rzepiennik, Stephanie G. Rezaiyan, and Earl G. Glover, who shall serve until they resign or until their successors are chosen and have qualified pursuant to the terms hereof.

1.4 "Assessment" shall mean a Special Assessment or an Annual Assessment, or a combination thereof, as further defined in Article IV, hereof.

1.5 "Association" shall mean and refer to THE OAKS AT OLD COURT HOMEOWNERS ASSOCIATION, INC., a Maryland not-for-profit corporation, as formed or to be formed by the Declarant.

1.6 "Board of Directors" shall mean the Board of Directors of the Association.

1.7 "Common Areas" shall mean any areas of land within the Property shown as open space or common areas on any recorded subdivision plat of the Property, and shall be the entire Property save and except for the Lots. The Common Areas shall include all roads, streets and parking areas within the Property unless the same are dedicated to the County or State for public use.

1.8 "Declarant" shall mean COURTLAND MANOR JOINT VENTURE and such of its successors and assigns to which it conveys or otherwise transfers its right, title and interest to all or any part of the Property if, and only if, in so doing the Declarant expressly designates the transferee or transferees as a Declarant hereunder.

1.9 "Lot" shall mean a lot or parcel of ground designated on any recorded subdivision plat of the Property as a "Lot," with the exception of any Common Areas and the beds and rights of way of any public roads or streets within the Property. As used herein, the term "Lot" shall mean a piece or parcel of land within the Property intended for the construction of a town home dwelling thereon.

1.10 "Member" shall mean all persons or entities who hold membership in the Association as provided in the Articles of Incorporation of the Association.

1.11 "Mortgagee" shall mean the person or entity secured by a mortgage or deed of trust.

1.12 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the

performance of an obligation, as more fully set forth in the Articles of Incorporation of the Association.

1.13 "Property" shall mean that certain property first described hereinabove, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration as herein provided.

1.14 "Special Assessment" shall mean the Assessment levied by the Association pursuant to Section 4.5 hereof.

1.15 "Structure" shall mean any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not of limitation, any building, trailer, garage, porch, shed, greenhouse, bath house, coop, cage, covered or uncovered patio, swimming pool, clothesline, radio, television or other antenna or satellite dish, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Class A Member of the Association other than the Declarant, or any Joint Venture Partner of the Declarant.

ARTICLE II

Property Subject to This Declaration

2.1 The Property. All of the Property shown on the Plat referred to in the second paragraph of this Declaration, and all additional property annexed to the Subdivision pursuant to Article X hereof, shall be transferred, held, sold, conveyed, and occupied subject to this Declaration.

ARTICLE III

Membership and Voting Rights in the Association

3.1 Association Membership. Every Owner of a Lot shall be a Member of the Association. Each Member shall be designated either a Class A Member or a Class B Member, as provided in the Articles of Incorporation of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. In the event that a Lot is owned by more than one (1) person, the vote for such Lot shall be cast in accordance with provisions of the Articles of Incorporation and the Bylaws of the Association.

ARTICLE IV

Covenant for Assessment

4.1 Creation of Assessment Obligation. Except as provided in Section 4.3 of this Article, the Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) Annual Assessments or charges, and (ii) Special Assessments or

charges for capital improvements, such Annual Assessments and Special Assessments to be established and collected as hereinafter set forth. The Annual and Special Assessments or charges, together with interest at a rate of twelve percent (12%) per annum accruing from their due date until payment is made, and a late charge not in excess of ten percent (10%) as hereinafter set forth, and the cost of collection thereof and reasonable attorneys' fees, shall be a charge on, and a continuing lien upon each Lot against which an Assessment is made. Each Assessment or charge, together with interest at a rate of twelve percent (12%) per annum accruing as aforesaid, and such late fees, costs and reasonable attorneys' fees incurred or expended by the Association and the collection thereof, shall also be a personal obligation of the Owner of the Lot. The personal obligation for any delinquent Assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

4.2. Purpose of Assessment. The Assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for (i) the improvement, operation and maintenance of the Common Areas (including, without limitation, any storm water management facilities located on any portion of the Property owned by the Association), and (ii) the provision of insurance on the Common Areas and for the Association.

4.3 Amount of Assessment. Until the year ending December 31, 1991 there shall be no Annual Assessment. Thereafter, the Association may levy an Annual Assessment, and the Board of Directors shall determine the maximum amount of such first Annual Assessment. From and after January 1 of the Assessment Year following the year in which the first Annual Assessment is levied, the maximum Annual Assessment may be increased each year by (i) not more than ten percent (10%) of the maximum Annual Assessment for the previous year by majority vote of the Board of Directors without a vote of the membership of the Association, or (ii) more than ten percent (10%) upon a vote of two-thirds (2/3) of the votes of each class of Members voting in person or by proxy at a meeting duly called for such purpose. Neither the Declarant nor any Lot to which the Declarant holds record title shall be exempt from any Annual Assessment hereunder, but, notwithstanding the foregoing, the per Lot Annual Assessment for each Lot owned by the class B Member shall equal twenty-five percent (25%) of the Annual Assessment or charge made or levied against any Lot or Lots owned by the Class A Members to the end and intent that the Class B Member shall not pay more, nor less, than twenty-five percent (25%) of the per Lot Annual Assessment established by the Association under this Section 4.3.

4.4 Assessments Fixed by Board of Directors. The Board of Directors of the Association may fix the Annual Assessment against each Lot at any amount not in excess of the maximum permissible

Annual Assessment applicable to that year without the necessity of a vote of the membership of the Association.

4.5 Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors of the Association may levy, in any year, a Special Assessment, applicable for that year only, provided that such assessment shall first be approved by two-thirds (2/3rds) of the votes of each class of Members of the Association, voting in person or by proxy, at a meeting called for such purpose.

4.6 Uniformity of Assessments. Except as provided in Section 4.3 of this Article, Annual Assessments must be fixed at a uniform rate for all Lots.

4.7 Notice of Meeting; Quorum. Written notice of any meetings of the Members of the Association called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of Members, or of proxies, entitled to cast sixty percent (60%) of all of the votes entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.8 Commencement of Assessments. The Annual Assessments shall commence on the first day of January of the year selected by the Board of Directors for commencement, pursuant to Section 4.3 hereof. The first Annual Assessment shall become due and payable on the date fixed for the commencement. The Assessments for any year after the first Assessment Year shall become due and payable on the first day of January of that year. If the Class B Member pays an Annual Assessment for any Lot for any Assessment Year in which that Lot is conveyed by the Declarant, the Lot purchaser, at closing upon his Lot, shall (i) reimburse the Class B Member for a pro rata portion of the Annual Assessment so paid, and (ii) pay to the Association the amount so reimbursed to the Class B Member multiplied by a factor of three (3). In addition, the Board of Directors may, in its sole discretion, establish an initial working capital fund equal to two (2) months regular assessments through a special assessment of each Owner upon purchase of such Owner's Lot from the Declarant. The due date for the payment of any Special Assessment under Section 4.5 hereof shall be fixed in the resolution authorizing such Special Assessment.

4.9 Notice of Assessments. The Board of Directors shall fix the amount of the Annual Assessment against the Lots at least sixty (60) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner at the Owner's property address as shown on the Association's records, not later than thirty (30) days before the due date of any Assessment.



The due date and amounts of all Special Assessments shall be established by the Board of Directors from time to time.

4.10 Lot Roster. The Board of Directors shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

4.11 Delinquency of Assessment Payment.

4.11.1 If an Assessment or any amounts due pursuant to this Declaration are not paid within thirty (30) days of the date when due (being the date specified in this Article IV), then such amount (i) shall be delinquent, (ii) shall bear interest from the date of delinquency at a rate not to exceed twelve percent (12%) per annum, and (iii) shall be subject to a late charge not in excess of ten percent (10%) of the amount due, including interest. Any lien resulting from an Owner's nonpayment of an assessment or any other amounts due shall be deemed to have been created under, and shall be enforced pursuant to, the provisions of the Maryland Contract Lien Act, as amended from time to time. To the extent the following provisions are consistent with the Maryland Contract Lien Act, the Association shall give written notice by personal delivery or by certified mail, return receipt requested, to the party against whose Lot the lien is intended to be imposed within two (2) years after the due date for payment of the Assessment or other amount. At a minimum, the notice shall contain (a) the name and address of the Association; (b) a statement of the Association's intent to create a lien; (c) a statement that the lien is being

created pursuant to this Declaration and the Maryland Contract Lien Act; (d) the nature of the delinquency; (e) the amount owed to the Association; (f) a description of the Lot against which the Association intends to seek a lien sufficient to identify the Lot, and stating the county in which the Lot is located; and (g) a statement that the person whose Lot the lien shall be imposed against has the right to a hearing pursuant to Section 14-203(c) of the Maryland Contract Lien Act, as such section may be amended from time to time. The Association may then bring an action at law against the Owner personally obligated to pay the same or a proceeding in equity to foreclose the lien against the Lot, and there shall be added to the amount due the reasonable costs of preparing and filing the complaint of such action. In the event that a judgment is obtained, such judgment shall include late charges, pre-judgment and post-judgment interest on the amount due as provided above, and reasonable attorneys' fees to be fixed by the Court together with the cost of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an Assessment on the due date thereof.

4.11.2 The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only

extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Owner of the Lot from liability for any assessments thereafter becoming due, nor shall it relieve the Lot from the lien of any such subsequent assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

4.11.3 To the extent any Mortgagee requests the Association to do so in writing, the Association shall notify the holder of the first mortgage on any Lot (i) if any Assessment levied against such Lot pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days, and (ii) if the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Any failure to give such notice shall not affect the validity of the lien for any Assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article IV.

4.11.4 The Board of Directors may (i) post a list of Members who are delinquent in the payment of any Assessment or other charges due to the Association, including any installment thereof, in any prominent location upon the Property, (ii) publish a list of delinquent Members in its minutes or annual reports to be distributed to the membership, and (iii) prohibit delinquent

Members from voting at meetings of the membership and utilizing Common Areas, if any.

ARTICLE V

Common Area Property Rights

5.1 Grant of Lots. Declarant shall hereafter hold, grant and convey the Property, and any parts thereof and improvements thereon, including Lots and Common Areas, subject to the covenants, conditions and restrictions herein set forth, which are for the benefit of, shall be binding upon, and shall run with the land, and are for the benefit of Declarant, the Association and the Owners, their heirs, personal representatives, successors and assigns.

5.2 Grant of Common Use. Declarant covenants that it will convey to the Association the Common Areas, if any, and the Association shall accept from Declarant such Common Areas and shall hold them subject to the provisions hereof. Any Common Areas may be conveyed in whole or in part to the Association, at the election of Declarant, so long as all the Common Areas are conveyed as herein provided. Except as otherwise provided herein, the Common Areas shall not be mortgaged nor conveyed without the prior written consent of at least two-thirds (2/3) of the Owners, excluding the Declarant.

5.3 Owner's Easement of Enjoyment. If and to the extent that ingress to or egress from any Lot is through the Common Area, any conveyance or encumbrance of such Common Area shall be subject to such Owner's right to and easement for such ingress and egress. Every Owner shall have a right and nonexclusive easement of

enjoyment in and to any Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

5.3.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

5.3.2 The right of the Association to suspend the voting rights and right to use the Common Areas, if any, of an Owner for any period during which any Assessment against his Lot remains unpaid.

5.3.3 The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the Association first receiving the affirmative votes of two-thirds (2/3) of each membership class of the Association.

5.4 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to any Common Areas and facilities to the Members of this family, his tenants, or contract purchasers who reside on his Lot.

5.5 Structures. Except as otherwise permitted by the provisions of this Declaration, no Structure shall be erected, placed or maintained on any Common Area except: (1) Structures designed exclusively for the common use of Owners, including, but not limited to, benches, chairs, or other seating-facilities,

fences and walls, walkways, roadways, gatehouse, and signs; (ii) building(s) for storage of maintenance equipment; and (iii) drainage, storm and utility systems. The Common Areas may be graded and planted with trees, shrubs and other plants for the use, comfort and enjoyment of the Owners and for the establishment, retention or preservation of the natural growth or topography of the Common Areas, and for aesthetic reasons.

5.6 Rules. The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be applied equally to all Owners. The Association shall have the right to suspend use of any Common Areas by an Owner for a period of not more than Sixty (60) days for an infraction of its published rules and regulations following appropriate notice and hearing rights as set forth in the Association's By-Laws.

5.7 Association Management. The Association may improve, develop, supervise, manage, operate, examine, and inspect the Common Areas, and shall maintain in good repair and safe condition, and, where necessary, replace and restore the Common Areas including, by way of illustration, and not of limitation, non-publicly dedicated streets and roadways, sidewalks and parking areas, storm water management facilities located on the Common Area, signs and entrances facilities, and all trees, shrubbery and other plants and landscaping, together with any items of personal property placed or installed thereon, at the cost and expense of the Association.

5.8 Common Areas and Architectural Guidelines. The improvement, design and erection of Structures, as well as the grading, planting and design of the landscape in the Common Areas shall not be subject to the architectural guidelines provided in Article VIII or Article IX of this Declaration. Decisions concerning the improvement and development of the Common Areas shall be within the sole discretion of the Declarant until such time as the Common Areas shall be conveyed to the Association, at which time the Association, its successors and assigns, shall have sole control over the development, design and improvement of Structures and landscape in the Common Areas.

ARTICLE VI

Reserved Rights of Declarant

6.1 Streets. The designation of streets, avenues, roads, courts and places upon the Plat is for the purpose of description only and not for the purpose of dedication to public use unless otherwise indicated on such Plat, and the rights of the Declarant in and to the same are specifically reserved, and the Declarant hereby reserves unto itself, its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and places as the same may be located on such Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein. No road, street, avenue, alley, or court shall be laid out or constructed through or across the Property except as

indicated on the Plat, as it may be amended from time to time, without the prior written approval of the Declarant.

6.2 Easements. The Declarant further reserves unto itself, its successors and assigns, the right (i) to install, (ii) to maintain, and (iii) to grant easements, rights-of-way, licenses, and permits to any person, individual, corporate body or municipality, for the purpose of installing and maintaining, sewer lines, water lines, electrical cables, telephone cables, CATV, gas lines, storm water retention ponds and similar facilities, storm drains, underground conduits, and such other facilities related to the provision of utilities and similar services to the Property in, over, through, upon and across any and all of the roads, streets, avenues, alleys, Common Areas, and, to the extent designated in the easement areas as shown on the Plat, the Lots. Notwithstanding the foregoing, and not in limitation thereof, the Declarant hereby grants to Baltimore County, Maryland, pursuant to Section 2-150.8 (b) (3) of the Baltimore County Code, 1988/89 Cumulative Supplement, a perpetual easement for the purposes of (a) entering upon any portion of the Property upon which is located a storm water management facility, (b) inspecting such facility, and (c) repairing and/or maintaining such facility to, and only to, the extent it is not adequately repaired and/or maintained in accordance with the requirements of Baltimore County, Maryland by the then current owner of such portion of the Property. Any costs incurred by Baltimore County, Maryland associated with any such repair and/or maintenance shall be born by the then current owner



of such portion of the Property including, without limitation, the Declarant or, if such portion of the Property has been conveyed to the Association, the Association. The Declarant also reserves unto itself, its successors and assigns the right to relocate any easements on the Property to the extent that such relocation shall not materially interfere with the use of any Lot. The Declarant also reserves unto itself, its successors, assigns, contractors and sub-contractors, the right to commence, conduct, and complete construction activities, including without limitation the right to store construction equipment, on any and all of the Property then owned by the Declarant for so long as the Declarant remains a Class B Member of the Association.

6.3 Dedication of Streets and Easements. The Declarant reserves unto itself, its successors and assigns the right to dedicate all roads, streets, alleys, rights-of-way or easements, including easements in the areas designated Common Areas, to public use.

6.4 Amendment of Declaration. Notwithstanding anything to the contrary contained herein, there is hereby reserved unto the Declarant (or such other party as may in writing be designated by the Declarant) an irrevocable Power of Attorney, coupled with an interest, for the purpose of amending or modifying this Declaration if, and only if, (a) such amendment is, in the Declarant's reasonable opinion, necessary to correct obvious errors therein, including typographical and mathematical errors and the like, or (b) such amendment or modification is required in order to satisfy

*Does this mean we can make amendments to the rules w/o voting?*

Federal Housing Administration ("FHA"), Veteran's Administration ("VA"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), State of Maryland or Baltimore County laws, rules, regulations, or policies. Each Owner and each Mortgagee of a Lot shall be deemed to have acquiesced to any such amendments or modifications to this Declaration as set forth above, and shall be deemed to have granted unto the Declarant (or such other party as may in writing be designated by the Declarant), an irrevocable Power of Attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments, and each such Owner and Mortgagee shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant, its successors or assigns, to properly accomplish such amendments.

6.5 Amendment of Plat. No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require the development of said Property in accordance with such plat. There is hereby reserved unto the Declarant (or such other party as may in writing be designated by the Declarant) an irrevocable Power of Attorney, coupled with an interest, for the purpose of amending or modifying any such plat or plats as shall be advisable in Declarant's best judgment. Each Owner and each Mortgagee of a Lot shall be deemed to have acquiesced to any such amendments or modifications to any such plat or plats as set forth above, and shall be deemed to have granted unto the Declarant (or such other

party as may in writing be designated by the Declarant), an irrevocable Power of Attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such Owner and Mortgagee shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant, its successors or assigns, to properly accomplish such amendments. The right so reserved shall include, without limitation, the right to define or redefine any Common Areas, to define or redefine the boundaries of unsold Lots, to designate easement areas for utilities, and to provide for new Lots not previously depicted on the Plat, provided, however, that the total number of Lots does not exceed Two Hundred and Twenty Three (223). Notwithstanding anything to the contrary contained in this Section 6.5, the Declarant may not alter the boundaries of Lots which have been sold and may not define or redefine Common Areas which have been conveyed to the Association.

6.6 Sales and Construction Offices. Declarant may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs, and special lighting (i) on any part of the Common Areas, (ii) on any Lot it owns and/or rents, and/or (iii) in any building or Structure now or hereafter erected on a Lot or Common Area as long as Declarant is a Class B Member of the Association, as defined in the Association's Articles of Incorporation.

*If they aren't what  
is our  
responsibility?*

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ARTICLE VII

Repair and Maintenance of Lots

7.1 Condition of Lots. Lots and Structures located thereon shall be kept in good order and repair, and free of debris. Lawns shall be seeded and mowed and shrubbery and wooded areas shall be maintained, all in a manner and with such frequency as is consistent with good property management. The grass on each Lot shall be regularly cut and trimmed, and kept in a neat and clean condition. Grass shall not be allowed to exceed a height of eight (8) inches.

7.2 Owner Maintenance of Lots. Each Owner shall be responsible for the maintenance of his Lot and the Structures thereon, all in accordance with this Article. If any Owner shall fail to perform the maintenance of his Lot and/or Structure in a manner satisfactory to the Board of Directors, the Association, at reasonable times and in a reasonable manner, through its agents, employees and contractors, may, but shall not be required to, enter upon said Lot and perform such grass cutting and/or other maintenance as the Association may deem to be necessary in its sole discretion; provided, however, that any such entry and/or maintenance shall only be undertaken following a two-thirds (2/3) affirmative vote of the Board of Directors and after fifteen (15) days written notice of such violation. In such event, the cost of entry and maintenance shall be added to such Owner's Annual Assessment, and such amount shall be immediately due and payable, and the Association shall have such rights and remedies with

respect to the collection of the same as are herein provided with respect to Annual Assessments.

7.3 Association Maintenance of Lots. Any agent of the Declarant or the Association, when the latter entity is entitled to exercise rights of enforcement hereunder, may at any reasonable time or times enter upon and inspect any Lot for the purpose of ascertaining whether the maintenance of the Lot is in compliance with the provisions hereof, and neither the Declarant nor the Association shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection, nor shall such agent be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection, unless such agent shall actually have committed a trespass by behavior going beyond the intent of the authority conferred by this Section, in which event the Declarant and the Association shall not be responsible for such unauthorized acts of their agents.

#### ARTICLE VIII

##### Restrictions

8.1 Restriction on Structures. Following the conveyance of any Lot by the Declarant, no Structure shall be commenced, erected or maintained upon such Lot, nor shall any exterior addition to or change or alteration therein be made until the Owner has obtained written approval of the detailed site location plan, construction plans, specifications and applicable landscaping plans as to harmony of external design and location in relation to surrounding Structures and topography from the Architectural Committee, as

further set forth in Article IX, hereof. Once the Owner has obtained such approval from the Architectural Committee, such approval shall not be abrogated or rescinded in any way at any time by the Association.

8.2 Structures Restricted to Single-Family Residences.

Except with respect to rights reserved by the Declarant herein, the Lots, and any Structures now or hereafter erected on such Lots, shall be occupied and used for single family residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than an attached single family dwelling not to exceed two (2) stories in height, excluding basement, except that real estate sales and construction offices may, with the prior written consent of the Declarant, be erected, maintained and operated on any Lot or in any building or Structure now or hereafter erected on any Lot.

8.3 Setbacks. No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer than the Baltimore County building set back lines in effect as of the date of this Declaration, unless approved by the Architectural Committee.

8.4 Exterior Materials. Following the initial construction of Structures by the Declarant, all exterior materials shall be either brick or brick veneer, stone or stone veneer, aluminum or vinyl siding, or wood; provided, however, a combination of one or more of the above with some other recognized and accepted exterior building material shall be permitted, subject to the approval of the Architectural Committee.

8.5 Animals. Unless the Owner receives the prior written consent of the Board of Directors, no animal may be kept, maintained, or bred on any Lot. Notwithstanding the foregoing, no more than two (2) dogs, cats, or other similar domestic household pets may be kept on a Lot, provided (i) they are not kept, bred or maintained for any commercial purpose, (ii) they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners, and (iii) they are not permitted outside of the Owner's dwelling unless they are under the control of a responsible person. Upon request by any Owner the Board of Directors shall determine, in its sole discretion, whether, for the purpose of this Section 8.5, a particular animal (i) shall be considered a "similar domestic household pet," (ii) shall have constituted a "nuisance," or (iii) shall have been properly kept "under the control of a responsible person." Owners shall promptly clean all litter deposited on any Lot or upon the Common Areas by their household pets. No Owner may keep horses, ponies, or any other animals which may require outside sheltering on the Property.

8.6 Noises and Nuisance. No nuisance shall be maintained, allowed or permitted on any part of any Lot, and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to the neighborhood. Between the hours of 11:00 p.m. and the following 9:00 a.m., no Owner or occupant on a Lot or otherwise on the Property shall make any loud or unusual noises. Musical instruments, radios, televisions, record players, phonographs and

other devices emitting noise shall be used at all times only in such a manner as to not unreasonably disturb persons on other Lots.

8.7 Use of Structures. No structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No boats, trailers or recreational vehicles shall be regularly parked or stored on any street or on any Lot, except as set forth in Section 8.12 below. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates. No unused or inoperable or unlicensed motor vehicles shall be permitted to be parked or stored outside.

8.8 Signs. No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of the Architectural Committee, except for customary "For Rent" or "For Sale" signs, not larger than twenty-eight (28) inches wide and twenty (20) inches high, placed on or in front of a dwelling house by the owner thereof. Notwithstanding the foregoing, the Declarant may, in its sole discretion during the Development stage of the Subdivision, erect one or more signs, for the purpose of marketing the Subdivision, on any Common Area or unsold Lot. Any such sign erected by the Declarant may be of such size and design as the Declarant deems appropriate, in its sole discretion.

8.9 Model Home Use. Anything contained in this Declaration to the contrary notwithstanding, any Lot owned or leased by the



Declarant or any partner thereof, or any officer or director of such partner may be used by Declarant or its agent for model home purposes or for the maintenance of a real estate office as hereinabove provided. Declarant shall be entitled to conduct on any Lot all activities normally associated with and convenient to the development of the Property.

8.10 Fences. Notwithstanding anything to the contrary contained herein, following the initial conveyance of Lots by the Declarant to Owners other than the Declarant, no fence or fences shall be erected upon such Lots by without the materials, design, and color thereof first being approved by the Architectural Committee. Fences shall not exceed four (4) feet in height and shall not impede surface drainage. The height restriction shall not apply to enclosures of rear patios or open gardens, and shall not apply to retaining walls required by topography. Short sections of fencing for purposes such as patio, privacy and work area screening may be higher than four (4) feet provided that such fencing is (i) located within the Lot line, (ii) located behind the house, and (iii) approved by the Architectural Committee.

8.11 Leasing. No portion of any Lot (other than the entire Lot) shall be leased for any period. All leases shall be for an initial term of not less than six (6) months. Subsequent renewals of the initial term shall be for periods of no less than thirty (30) days. All leases shall be in writing and shall contain a provision to the effect that the rights of the tenant to use and occupy the Lot shall be subject and subordinate in all respects to

*Where  
are all of  
the  
leases*

the provisions of this Declaration and the By-Laws and Rules and Regulations of the Association. Any Owner who shall lease such Lot shall, promptly, following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Notwithstanding the foregoing, the Declarant shall be entitled to lease any Lot owned by it for lesser periods of time than those set forth herein, and for residential and non-residential purposes, all in the Declarant's sole and absolute discretion for so long as the Declarant remains a Class B Member of the Association.

8.12 Storage of Boats and Campers. Boats and campers shall not be stored upon any Lot without the express written consent of the Architectural Committee and, except as otherwise provided herein, all such boats and campers shall be stored on, and only on, such areas of the Property as may be designated by the Architectural Committee, from time to time.

ARTICLE IX

Architectural Review

9.1 Building Restriction. After the initial construction of a Structure on a Lot by the Declarant, an officer of the Declarant, or the Declarant's designee, or the conveyance of a Lot with or without a Structure thereon by the Declarant, no other Structure or Alteration of any kind designed to be left permanently or semi-permanently on that Lot shall be commenced, erected or maintained, nor shall any work be commenced or performed that may result in a change to the exterior appearance of the Lot or any Structure or Alteration thereon, until the plans and specifications, in

duplicate (the "Plans and Specifications"), shall have been submitted to, and approved in writing by, the Architectural Committee, its successors or assigns. Plans and Specifications submitted to the Architectural Committee shall be considered adequate if, and only if, they (i) describe the nature, kind, shape, dimensions, material, color scheme, location, plans, details, and proposed topographical changes to any Lot, Structure or Alteration, (ii) estimate the cost of such Structure, Alteration, or other change, and (iii) designate the party or parties who will perform the work to said Structure, Alteration or other change.

9.2 Rules and Regulations: Decision.

9.2.1 The Architectural Committee may from time to time adopt and promulgate rules and regulations regarding the form and content of Plans and Specifications to be submitted for approval, and may publish and record statements of policy, standards, guidelines and such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment as it may consider necessary or appropriate from time to time. No such rules, regulations, statements, criteria or guidelines shall be construed as a waiver of the provisions of this Section or any other provision or requirement of this Declaration. Upon request by an Owner, architectural guidelines pertaining to the design of and construction materials for homes, fencing, driveways, entrances, mailboxes, or other Structures will be

provided to the Owner of each Lot by the Architectural Committee prior to design and construction.

9.2.2 The decisions of the Architectural Committee shall be final, except that any Owner who is aggrieved by any action, or the forbearance from any action, by the Architectural Committee (or by any policy, standard, guideline or criterion established by the Architectural Committee) may appeal the decision of the Architectural Committee to the Board of Directors within thirty (30) days of such decision and, upon request, such Owner shall be entitled to a hearing on such appeal before the Board of Directors.

9.3 Committee Criteria. In addition to any rules, regulations, guidelines and criteria promulgated by the Architectural Committee pursuant to Section 9.2 hereof, the Architectural Committee shall consider applications for approval of Plans and Specifications upon the basis of conformity with the criteria contained in this Declaration and shall be guided by the extent to which such Plans and Specifications will insure conformity and harmony in exterior design and appearance. The criteria to be considered shall include, without limitation, the following factors: (i) quality of workmanship; (ii) nature and durability of materials; (iii) harmony of external design with existing structures; (iv) choice of colors; (v) changes in topography, grade elevations and/or drainage; (vi) the ability of the party or parties designated by an Owner to complete the Structure, Alteration and/or other change in accordance with this Declaration, considering such factors as reputation, background,

experience, skill, quality of workmanship and financial ability; (vii) public health and safety; (viii) the effect of the proposed Structure, Alteration and/or other change on the use, enjoyment, view and value of neighboring properties; and (ix) the general suitability of the Structure, Alteration or change in the Property.

9.4 Plan and Specification Approval. The Architectural Committee shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its sole and absolute discretion for aesthetic or other reasons. Written requests for approval, accompanied by duplicate copies of the foregoing described Plans and Specifications and any other specifications which are required to be submitted by the Architectural Committee rules and regulations shall be submitted to the Architectural Committee by certified mail or in person, in which case a written receipt shall be obtained. The Architectural Committee shall have the right, but not the obligation, to charge a reasonable processing fee for such requests for approval. Any Plans and Specifications or other information submitted to the Architectural Committee shall be approved or disapproved by such committee, in writing, within sixty (60) days of the receipt of such submission, or such Plans and Specifications shall be deemed to be approved. If the Architectural Committee shall approve the Plans and Specifications it shall authorize the Owner, in writing, to commence construction of the Structure, Alteration or change. A set of working drawings shall be immediately furnished to, and will permanently remain with, the Architectural Committee. The

working drawings, in addition to showing adequate design and construction detail, must also specifically show all exterior material to be used in detail necessary to adequately identify said material. In addition, all exterior grades must be shown in detail. A landscape plan must be provided, if appropriate, and must show, at a minimum, the proposed planting locations of trees and other landscaping material, as well as proposed paths, driveways, outdoor lighting, or any other incidental Structures. Upon construction completion, the Architectural Committee shall determine whether the construction complies with the approved Plans and Specifications and, if it does, the Architectural Committee shall issue a certificate of compliance, which shall be prima facie evidence that the Structure, Alteration or other change referenced in such certificate has been approved by the Architectural Committee and constructed or installed in full compliance with the provisions of this Section and with such other provisions and requirements of this Declaration as may be applicable. If the Architectural Committee shall disapprove the Plans and Specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing of the grounds upon which such action was based. The Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. The decision of the Architectural Committee with respect to the approval of Plans and

Specifications shall be binding except to the extent that the decision is overruled by the Board of Directors upon an appeal duly taken pursuant to Section 9.2 hereof.

9.5 Non-Approved Structures and Uses; Right of Entry.

9.5.1 If any Structure shall be altered, erected, placed or maintained upon any Lot in a manner other than as set forth in this Declaration, or if any use shall be in violation of Article VIII hereof, such Structure or use shall be removed or discontinued so as to extinguish such violation.

9.5.2 If, upon fifteen (15) days notice by the Board of Directors, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal of the Structure or the discontinuance of the use, the Association, through its agents and employees, shall have the right to enter upon the Lot pursuant to Section 12.5 hereof and to take such steps as it deems necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Owner of such Lot, and may be collected as if such obligation were an additional Assessment upon such Lot.

9.6 Maintenance of Improvements. After construction, all Structures, Alterations and/or other changes shall be maintained in strict conformity with approved Plans and Specifications.

9.7 Committee Compensation. The Members of the Architectural Committee shall serve without compensation.

9.8 Assignment of Rights and Powers by Architectural Committee. Any and all of the rights and powers (including

discretionary powers and rights, and powers of consent or approval) herein reserved to or conferred upon the Architectural Committee may be assigned or transferred by the Architectural Committee, with the approval of the Board of Directors, to any one or more corporations or associations or committees of individuals agreeing to accept the same, and any such assignment or transfer of such rights or powers may be made by the Architectural Committee as to all of the Property subject to this Declaration, or as to any part or parts thereof, and may be to different parties for different parts of said Property. Any such assignment or transfer shall be evidenced by an appropriate notation in the minutes of a duly called meeting of the Board of Directors and, upon the approval of a majority of the Members of the Board of Directors, the transferee or assignee of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers so assigned or transferred subject, however, to such limitations, conditions, reservations, and provisions as may be imposed by or set forth in this Declaration.

ARTICLE X

Subdivision Expansion

10.1 Reservation of Right to Expand Subdivision. The Declarant hereby reserves the right to expand the Subdivision by annexing thereto the properties described at Exhibit A hereto, including additional Common Areas, without the consent of Owners provided that (i) this reserved right shall terminate on the seventh (7th) anniversary after the date of the recordation of this



Declaration, (ii) the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them, and (iii) the expansion shall otherwise comply with Maryland law.

10.2 Conditions of Right to Expand Subdivision.

10.2.1 The land which may be annexed to and made a part of the Subdivision by the Declarant is described on Exhibit A attached hereto and made a part hereof. All improvements scheduled for future annexation shall be substantially completed prior to annexation, and shall be consistent with the initial improvements in terms of quality of construction.

10.2.2 The Declarant has the absolute right, but not the obligation, to expand the Subdivision in phases, by annexing any part, or all, of the land described at Exhibit A and the improvements to be located thereon within said seven year period.

10.2.3 The total number of Lots which may be contained in the Subdivision as fully expanded by the Declarant pursuant to the terms hereof shall not exceed Two Hundred Twenty Three (223).

10.2.4 The expansion of the Subdivision shall not be effective until such time as there has been recorded among the Land Records for Baltimore County, Maryland a plat setting forth with respect to the new property which has been added to the Subdivision the detail and information that is required to be shown upon the plat, pursuant to Section 3-108 of the Real Property Article of the Annotated Code of Maryland, 1988 Replacement Volume, as amended from time to time.

10.3 Effect of Expansion. Upon the recordation of the plat, all of the new property which has been added to the Subdivision shall be subjected to the terms and conditions hereof without the necessity of amending this Declaration, and all Owners of Lots contained in such new property shall become Members of the Association and shall become obligated to observe the terms and conditions hereof, and shall be entitled to enjoy the benefits set forth herein, to the same extent as if the new property were a part of the Property defined in Section 1.13 hereof.

10.4 Power of Attorney. There is hereby reserved unto the Declarant (or such other party as may in writing be designated by the Declarant) an irrevocable Power of Attorney, coupled with an interest, for the purposes of annexing the additional lands described in Exhibit A, hereto, to the Subdivision and executing, acknowledging and delivering such further instruments as may from time to time be required in order to accomplish the purposes of this Article X. Each Owner and each Mortgagee of a Lot shall be deemed to have acquiesced in amendments to this Declaration for the purpose of adding additional Lots and Common Areas to the Subdivision, as set forth above, and shall be deemed to have granted unto the Declarant (or such other party as may in writing be designated by the Declarant), an irrevocable Power of Attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such Owner and Mortgagee shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the

Declarant or his successors or assigns, to properly accomplish such amendments.

10.5 Additional Expansion. Other than as set forth above, additional residential properties and common areas may be annexed to the Subdivision only upon the affirmative vote of two-thirds (2/3) of each class of Members at a meeting duly called after proper notice for such purpose.

ARTICLE XI

Party Walls

11.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Structures upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

11.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

11.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger

contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

11.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.6 Arbitration. In the event of any dispute arising concerning a party wall, or the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. All costs of arbitration shall be shared equally by the parties to the arbitration.

## ARTICLE XII

### General Provisions

12.1 Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Owner of any Lot who violates or permits the

violation of any covenant herein contained agrees to reimburse the Association, the Declarant and/or any Owners bringing legal proceedings to enforce said covenants for all costs and expenses which may result from said violation, including but not limited to, court costs and reasonable attorneys' fees.

12.2 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall not affect any other provisions hereof, all of which provisions shall remain in full force and effect.

12.3 Duration of Restrictions. The restrictions, conditions, covenants, reservations, liens and charges authorized or imposed by this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years after the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless prior to the expiration of the then current term, a written instrument shall be executed by the Owners of seventy-five percent (75%) of the Lots stating that this Declaration shall expire at the end of the then current term. Except as otherwise set forth in Section 6.4 hereof, this Declaration or any part hereof may only be amended by the Association by recording an appropriate document among the Land Records of Baltimore County, Maryland executed and acknowledged by the Board of Directors following the assent and

approval thereof by the Owners of (i) ninety percent (90%) of the Lots during the first twenty-year period, and (ii) seventy-five percent (75%) of the Lots thereafter, in person or by proxy, at a meeting duly called after proper notice for such purposes. No amendment shall be effective until and unless it is recorded among the Baltimore County Land Records, and no amendment may alter or affect any rights granted hereunder to the Declarant without the prior written consent of the Declarant.

12.4 Notices. All notices required or provided for in this Declaration shall be in writing and hand delivered or sent by United States mail. If hand delivered, notice shall be deemed to have been given on the date hand delivered to the party receiving the same. If United States mails are used, notice shall be sent to the last known address of the party to whom the notice is being sent by certified mail, return receipt requested, postage prepaid, and shall be deemed to have been given on the date deposited in the United States mails.

12.5 Right of Entry. Violation or breach of any provisions herein contained shall give the Declarant or the Association, and their respective agents, legal representatives, heirs, successors and assigns, in addition to all other remedies, the right (but not the obligation), after two-thirds (2/3) affirmative vote of the Board of Directors and upon fifteen (15) days written notice to the Owner of the Lot, to enter upon the Lot as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure or condition that may be or

exist thereon contrary to the intent and meaning of the provisions hereof, and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, except that if any agent of the Declarant or of the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in such event neither Declarant nor the Association shall be responsible for the unauthorized acts of such agent(s). Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots, when entitled to do so, to enforce the covenants by appropriate judicial proceedings.

12.6 No Reverter or Condition Subsequent. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

12.7 Headings. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration.

12.8 Consent of Secured Party. First American Bank of Maryland (the "Secured Party") executes this Declaration for the purposes of (i) indicating its consent hereto, and (ii) subjecting the Property (including the additional property described at Exhibit A which may be annexed to the Subdivision by the Declarant pursuant to Section 10.1 hereof) to this Declaration.

12.9 FHA/VA Approval. Notwithstanding anything in this Declaration to the contrary, provided that (a) any Lot is then encumbered by a mortgage which is insured by FHA or guaranteed by .....

VA, and (b) there is a Class B membership of the Association outstanding, neither the Members, the Board of Directors, nor the Association shall, by act or omission, take any of the following actions without the prior written consent or approval, where required, of the FHA and/or the VA, as circumstances may require:

- (i) change the basic organization of the Association including the merger, consolidation, or dissolution of the Association; or
- (ii) otherwise materially modify or amend any provision of this Declaration, the By-Laws or the Articles of Incorporation of the Association; or
- (iii) dedicate, convey or mortgage the Common Areas.

[Remainder of page intentionally left blank]



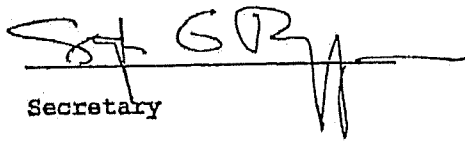
IN WITNESS WHEREOF, the Declarant has hereunto caused this Declaration to be executed and sealed on its behalf by its duly authorized representatives on the day and year first above written.

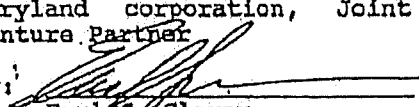
ATTEST:

DECLARANT:

COURTLAND MANOR JOINT VENTURE

By: General American Real Estate and Development, Inc., a Maryland corporation, Joint Venture Partner

  
Secretary

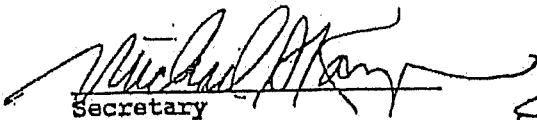
By:   
Earl G. Glover,  
President

By: Mt. Everest Group, Inc., a Maryland corporation, Joint Venture Partner

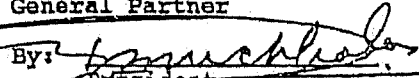
  
Secretary

By:   
~~Shirley MacIntyre, President~~

By: Mt. Everest-Courtland Limited Partnership, a Maryland limited partnership, Joint Venture Partner

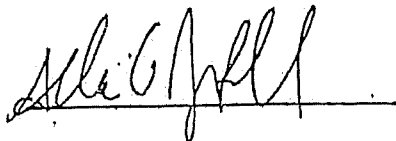
  
Secretary


By: Mt. Everest Group, Inc.,  
General Partner

By:   
President

SECURED PARTY

FIRST AMERICAN BANK OF MARYLAND

  
Secretary

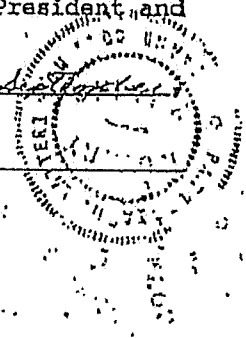
By:   
Thomas K. George

STATE OF Maryland :  
 : to wit:  
COUNTY OF Howard :

I HEREBY CERTIFY that on this 25th day of September, 1990, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Carl C. Brown and Stephanie G. Reisman, who have satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of General American Real Estate and Development, Inc., and that said Carl C. Brown and Stephanie G. Reisman, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 25th day of September, 1990.

Patricia M. Lattner  
Notary Public



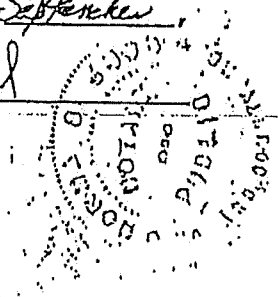
My Commission Expires: August 1, 1993

STATE OF Maryland :  
 : to wit:  
COUNTY OF Anne Arundel :

I HEREBY CERTIFY that on this 26th day of September, 1990, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared DARUV MUKHARJA and MIKE H. RAYE, who have satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Mt. Everest Group, Inc., and that said MICHAEL H. RAYE and DARUV MUKHARJA, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 26th day of September, 1990.

Anna S. Ludd  
Notary Public



My Commission Expires: June 1, 1993

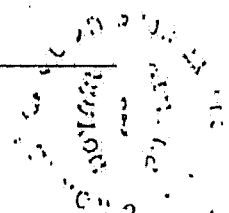
STATE OF MARYLAND :  
 : to wit:  
COUNTY OF HOWARD :

I HEREBY CERTIFY that on this 26th day of September, 1990, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared DHRUV MACHHARA and MICHAEL A. KAY, who have satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Mt. Everest Group, Inc., General Partner of Mt. Everest-Courtland Limited Partnership, and that said DHRUV MACHHARA and MICHAEL A. KAY, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 26th day of September, 1990.

James S. Seidl  
Notary Public

My Commission Expires: June 1, 1993



STATE OF Maryland :  
 : to wit:  
COUNTY OF Anne Arundel :

I HEREBY CERTIFY that on this 2nd day of October, 1990, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Thomas K. George and Allison G. Buchwald, who have satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of First American Bank of Maryland, a Maryland banking corporation, and that said Thomas K. George and Allison G. Buchwald, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 2nd day of October, 1990.

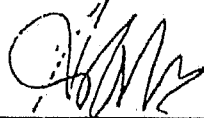
Constance M. Hare  
Notary Public

REVIEWED FOR BALTIMORE COUNTY  
Commission Expires: 1/1/93  
REQUIREMENTS

William J. ...  
ASSISTANT COUNTY SOLLICITOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing instrument was prepared by the undersigned, an attorney licensed to practice law in the State of Maryland.



\_\_\_\_\_  
Hamish S. Osborne

TXT132

A RC/F 194.00  
DECLAR 0 #  
SM CLERK 194.00  
#25337 C003 R01 T09#23  
10/04/96

## EXHIBIT A

DESCRIPTION OF PROPERTY WHICH MAY  
BE ANNEXED TO THIS DECLARATION  
BY THE DECLARANT

(NORTHEAST OF ROLLING ROAD BETWEEN HORIZON CIRCLE AND VOSGES ROAD)

Beginning at a pin and cap heretofore set at the beginning of the North 37 degrees 47 minutes 40 seconds West 426.06 foot line described in a deed from Westwood Hills, Inc. to the Board of Education of Baltimore County dated June 23, 1955 and recorded among the Land Records of Baltimore County, Maryland in Liber 2722 Folio 560, said point of beginning being on a part of the northwesterly outline of Plat One, Section Two, Twin Lakes Apartments as shown on the Plat thereof which is recorded among the aforesaid Land Records in Plat Book O.T.G. 35, Folio 20, running thence as now surveyed and referring all coordinates and bearings to the Baltimore County Metropolitan District System, said point having coordinates North 23458.94 and West 39852.29 and binding for the following seven courses on a portion of said northwesterly lines of said last mentioned plat (1) South 43 degrees 19 minutes 20 seconds West 232.68 feet to a pin and cap heretofore set, (2) North 56 degrees 44 minutes 00 seconds West 101.37 feet to a pin and cap heretofore set, (3) South 42 degrees 41 minutes 35 seconds West 382.24 feet to a pin and cap now set, (4) Along a curve to the right having a radius of 250.00 feet an arc distance of 40.05 feet, said arc being subtended by a chord North 29 degrees 56 minutes 31 seconds West 40.01 feet, (5) Along a curve to the left having a radius of 380.00 feet an arc distance of 298.10 feet, said arc being subtended by a chord North 53 degrees 49 minutes 15 seconds West 284.22 feet, (6) Along the tangent line between curves, North 86 degrees 19 minutes 20 seconds West 46.06 feet, (7) Continuing along a portion of the curve to the right shown on said Plat One, Section Two, Twin Lakes Apartments and also binding now on the curve to the right shown on the Amended Plat, Resubdivision of Plat 2, Section 2, and Part of Plat 1 Section 2 Twin Lakes Apartments which is recorded among the aforesaid Land Records in Plat Book B.H.K., Jr. 36 Folio 71, said curve having a radius of 250.00 feet, an arc distance of 74.52 feet, said arc being subtended by a chord North 77 degrees 46 minutes 59 seconds West 74.24 feet, thence binding reversely on the northeasterly line as shown on said amended plat (8) North 21 degrees 13 minutes 06 seconds East 103.99 feet to a pin and cap now set, thence binding for new lines of division reversely on the northeast outlines of Plat 1, Courtland Manor, Phase 1 recorded or intended to be recorded among the aforesaid Land Records, eight courses: (9) North 21 degrees 12 minutes 54 seconds East 37.50 feet, (10) North 36 degrees 18 minutes 55 seconds East 51.79 feet, (11) South 68 degrees 46 minutes 54 seconds East 65.83 feet, (12) North 25 degrees 12 minutes 33 seconds East 116.03 feet, (13) North 66 degrees 24 minutes 35 seconds East 15.00 feet, (14) North 43 degrees 21 minutes 40 seconds East 305.00 feet, (15) ~~North 46 degrees 38 minutes 20 seconds West 130.55 feet and~~ (16) North 43 degrees 21 minutes 40 seconds East 98.00 feet to a point on the southwesterly, or North 46 degrees 38 minutes 20 seconds West 809.77 foot line of Marriotts

LIBER 8612 PAGE 690

Square Apartments as shown on the plat of the same name which is recorded among the aforesaid Land Records in Plat Book O.T.G. 35 Folio 10, said point being on the first line described in a deed from Leanna Shipley and Husband to Harold C. Shipley and wife dated April 24, 1939 and recorded among the aforesaid Land Records in Liber C.W.B., Jr. 1056 Folio 290, thence binding reversely on said first line of said deed in Liber C.W.B. Jr. 1056 Folio 290, (17) South 46 degrees 38 minutes 20 seconds East 672.62 feet passing through the south most corner of said Marriotts Square Apartments and along the southwesterly outline of the Board of Education first herein mentioned to the place of beginning.

Containing 7.4148 acres of land, more or less.

UPON RECORATION RETURN TO:

HAMISH S. OSBORNE, ESQ.

10440 LITTLE PATUXENT PARKWAY

SUITE 1110

COLUMBIA, MARYLAND 21046

011467.077

**SUPPLEMENTARY DECLARATION**  
**THE OAKS AT OLD COURT**  
**HOMEOWNERS ASSOCIATION, INC.**

(For the Purpose of Adding Phase 2 to The Oaks at Old Court Homeowners Association, Inc.)

This SUPPLEMENTARY DECLARATION made and entered into this 28<sup>th</sup> day of FEBRUARY, 1996 by Courtland Manor Joint Venture, a Maryland Joint Venture, consisting of Mt Everest Group, Inc., a Maryland Corporation, and Mt Everest-Courtland Limited Partnership, a Maryland Limited Partnership (hereinafter collectively the "Declarant"):

WHEREAS, the Declarant is the owner in fee simple of certain land and premises and the buildings constructed or to be constructed thereon (hereinafter the "Property"), located in Baltimore County, Maryland and more particularly described on Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, prior to the recordation hereof, on October 2, 1990, the Declarant executed a certain Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration") applicable to The Oaks at Old Court Homeowners Association, Inc. (hereinafter the "Association") which Declaration is recorded among the Land Records of Baltimore County Maryland in Liber 8612, Folio 643 et seq.; and

WHEREAS, prior to the recordation hereof, the Declarant filed a certain plat of subdivision known as Plat 1, Courtland Manor, Phase 1, (hereinafter the "Plat") consisting of one (1) sheet, which Plat was recorded on September 14, 1990, in Plat Book SM 62, Folio 087 among the Land Records of Baltimore County, Maryland; and

WHEREAS, prior to the recordation hereof, the Declarant filed a certain amended plat of subdivision known as Amended Plat 1, Courtland Manor, Phase 1 (hereinafter the "Amended Plat") consisting of one (1) sheet, which Amended Plat was recorded on April 8, 1991, in Plat Book SM 63, Folio 39 among the Land Records of Baltimore County, Maryland; and

WHEREAS, pursuant to Article X, Section 10.1 of the Declaration, the Declarant has retained the absolute right and without the consent of the Owners to annex certain land and improvements and thereby to submit to each and every of the provisions of this Declaration the land described on Exhibit A-1 attached hereto and incorporated herein by this reference, together with the improvements thereon and thereafter constructed upon such land provided this right is exercised prior to the seventh (7th) anniversary after the date of the recordation of the Declaration; and

WHEREAS, the Declarant intends by the execution and recordation of this Supplementary Declaration, to exercise that right, as to the land and premises described on said Exhibit A-1.

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

SIGNATURE AD DATE 3/7/96

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County

AD 3/7/96

011467.078

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

1. The Declarant desires to and does hereby submit to the aforesaid Declaration all of the 7.4148 acres of land, more or less, located in the Second Election District of Baltimore County, Maryland, and more particularly described in Exhibit A-1 attached hereto and by this reference made a part hereof, including all those certain lots of land and being described on that certain Plat entitled Plat 1, Courtland Manor, Phase 2 (hereinafter the "Plat") consisting of one (1) sheet, which Plat was recorded on July 10, 1991, in Plat Book SM 63, Folio 087 among the Land Records of Baltimore County, Maryland which plat encompasses the Property more particularly described on Exhibit A-1 attached hereto together with all of the improvements heretofore or hereafter constructed thereon, and all rights, privileges and appurtenances thereto belonging or in any way appertaining.

2. Upon the recording of this Supplementary Declaration, the lots and all other property described in the foregoing Paragraph 1 hereof shall be subject to the Covenants, Conditions and Restrictions contained in the aforesaid Declaration and all of said land and premises together with all of the improvements heretofore or hereafter constructed thereon, and all of the appurtenances thereto, shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, hypothecated and encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitude, charges and liens set forth in the aforesaid Declaration, and shall be deemed to run with and bind the land, shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and by any person acquiring or owning an interest in said land and improvements including, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

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

COURTLAND MANOR JOINT VENTURE

By: Mt. Everest Group, Inc., a Maryland Corporation, Joint Venture Partner

  
Witness

By: 

Dhruv N. Muchhala, President



011467.079

By: Mt. Everest-Courtland Limited Partnership,  
a Maryland Limited Partnership, Joint Venture  
Partner

Dwight W. Clark  
Witness

By: Dhruv N. Muchhala  
Dhruv N. Muchhala, President  
OF MT. EVEREST GROUP, INC.  
GENERAL PARTNER

State of Maryland  
County of HOWARD

I HEREBY CERTIFY that on this 28th day of February, 1996, before me, the subscriber a Notary Public, in and for the above jurisdiction, personally appeared Dhruv N. Muchhala, who has satisfactorily proven to be the President of Mt. Everest Group, Inc. executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 28th day of February, 1996.

Dwight W. Clark  
Notary Public

DWIGHT W. CLARK  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 20, 1999

My Commission Expires: \_\_\_\_\_

State of Maryland  
County of HOWARD

I HEREBY CERTIFY that on this 28th day of February, 1996, before me, the subscriber a Notary Public, in and for the above jurisdiction, personally appeared Dhruv N. Muchhala satisfactorily proven to be the President of Mt. Everest-Courtland Limited Partnership. executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 28th day of February, 1996.

Dwight W. Clark  
Notary Public

DWIGHT W. CLARK  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 20, 1999

My Commission Expires: \_\_\_\_\_

REVIEWED FOR BALTIMORE COUNTY  
REQUIREMENTS  
William G. Jones 2/27/96  
ASSISTANT COUNTY SOLICITOR

011467.080

**EXHIBIT A-1**

**DESCRIPTION OF COURTLAND MANOR PHASE 2  
SECOND ELECTION DISTRICT  
BALTIMORE COUNTY, MARYLAND**

**(NORTHEAST OF ROLLING ROAD BETWEEN HORIZON CIRCLE AND VOSGES ROAD)**

Beginning at a pin and cap heretofore set at the beginning of the North 37 degrees 47 minutes 40 seconds West 426.06 foot line described in a deed from Westwood Hills, Inc. to the Board of Education of Baltimore County dated June 23, 1955 and recorded among the Land Records of Baltimore County, Maryland in Liber 2722 Folio 560, said point of beginning being on a part of the northwesterly outline of Plat One, Section Two, Twin Lakes Apartments as shown on the Plat thereof which is recorded among the aforesaid Land Records in Plat Book O.T.G. 35, Folio 20, running thence as now surveyed and referring all coordinates and bearings to the Baltimore County Metropolitan District System, said point having coordinates North 23458.94 and West 39852.29 and binding for the following seven courses on a portion of said northwesterly lines of said last mentioned plat (1) South 43 degrees 19 minutes 20 seconds West 232.68 feet to a pin and cap heretofore set, (2) North 56 degrees 44 minutes 00 seconds West 101.37 feet to a pin and cap heretofore set, (3) South 42 degrees 41 minutes 35 seconds West 382.24 feet to a pin and cap now set, (4) Along a curve to the right having a radius of 250.00 feet an arc distance of 40.05 feet, said arc being subtended by a chord North 29 degrees 56 minutes 31 seconds West 40.01 feet, (5) Along a curve to the left having a radius of 380.00 an arc distance of 298.10 feet, said arc being subtended by a chord North 55 degrees 49 minutes 15 seconds West 284.22 feet, (6) Along the tangent line between curves, North 86 degrees 19 minutes 20 seconds West 44.06 feet, (7) Continuing along a portion of the curve to the right shown on said Plat One, Section Two, Twin Lakes Apartments and also binding now on the curve to the right shown on the Amended Plat, Resubdivision of Plat 2, Section 2, and Part of Plat 1 Section 2 Twin Lakes Apartments which is recorded among the aforesaid Land Records in Plat Book B.H.K., Jr. 36 Folio 71, said curve having a radius of 250.00 feet, an arc distance of 74.52 feet, said arc being subtended by a chord North 77 degrees 46 minutes 59 seconds West 74.24 feet, thence binding reversely on the northeasterly line as shown on said amended plat (8) North 21 degrees 13 minutes 06 seconds East 103.99 feet to a pin and cap now set, thence binding for new lines of division reversely on the northeast outlines of Plat 1, Courtlund Manor, Phase 1 recorded or intended to be recorded among the aforesaid Land Records, eight courses (9) North 21 degrees 12 minutes 54 seconds East 37.50 feet, (10) North 36 degrees 18 minutes 55 seconds East 51.79 feet, (11) South 68 degrees 46 minutes 54 seconds East 65.83 feet, (12) North 25 degrees 12 minutes 33 seconds East 116.03 feet, (13) North 66 degrees 24 minutes 35 seconds East 15.00 feet, (14) North 43 degrees 21 minutes 40 seconds East 305.00 feet, (15) North 46 degrees 38 minutes 20 seconds West 130.55 feet and (16) North 43 degrees 21 minutes 40 seconds East 98.00 feet to a point on the southwesterly, or North 46 degrees 38 minutes 20 seconds West 809.77 foot line of Marriotts Square Apartments as shown on the plat of the same

011467.081

name which is recorded among the aforesaid Land Records in Plat Book O.T.G. 35 Folio 10. said point being on the first line described in a deed from Leanna Shipley and Husband to Harold C. Shipley and wife dated April 24, 1939 and recorded among the aforesaid Land Records in Liber C.W.B., Jr. 1056 Folio 290, thence binding reversely on said first line of said deed in Liber C.W.B. Jr. 1056 Folio 290, (17) South 46 degrees 38 minutes 20 seconds East 672.62 feet passing through the south most corner of said Marriotts Square Apartments and along the southwesterly outline of the Board of Education first herein mentioned to the place of beginning.

Containing 7.4148 acres of land, more or less.

D11467.082

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.

DP: FD SURE 1  
RECORDING FEE 2.00  
TOTAL 22.00  
RECEIVED  
MAR 28 2007  
MAR 28 2007  
MAR 28 2007

**1** Type(s) of Instruments:  Deed  Mortgage  Other: Supplemental Deed

**2** Conveyance Type Check Box:  Improved Sale  Unimproved Sale  Arms-Length (1)  Arms-Length (2)  Arms-Length (3)  Not an Arms-Length Sale (0)

**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               | \$ | TOTAL DUE                     | \$ |

**5** Fees

|                       |    |        |        |               |
|-----------------------|----|--------|--------|---------------|
| Recording Charge      | \$ | Doc. 1 | Doc. 2 | Agent         |
| Surcharge             | \$ |        |        |               |
| State Recordation Tax | \$ |        |        | Tax Bill      |
| State Transfer Tax    | \$ |        |        |               |
| County Transfer Tax   | \$ |        |        | C.R. Credit   |
| Other                 | \$ |        |        |               |
| Other                 | \$ |        |        | Ag. Tax/Other |

**6** Description of Property: DSC

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).

District: D-12 Property Tax ID No. (1): 04-1-1-1-1-1 Grantor Lien/Folio: 1-1-1-1-1 Map: Parcel No. 1-1-1-1-1 Var. LOC  (5)

Subdivision Name: 1-1-1-1-1 Lot (3a) 1-1-1-1-1 Block (3b) 1-1-1-1-1 Sect/AE (3c) 1-1-1-1-1 Plat Ref. 1-1-1-1-1 SqFt/Acreage (4) 1-1-1-1-1

Location/Address of Property Being Conveyed (2): 1-1-1-1-1

Other Property Identifiers (If applicable): 1-1-1-1-1 Water Meter Account No. 1-1-1-1-1

Residential  or Non-Residential  ? Fee Simple  or Ground Rent  Amount: 1-1-1-1-1

Partial Conveyance?  Yes  No Description/Amt. of SqFt/Acreage Transferred: 1-1-1-1-1

If Partial Conveyance, List Improvements Conveyed: 1-1-1-1-1

**7** Transferred From: Doc. 1 - Grantor(s) Name(s): THE STATE AT OLD COURT Doc. 2 - Grantor(s) Name(s): H O A T O E

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

**8** Transferred To: Doc. 1 - Grantee(s) Name(s): 1-1-1-1-1 Doc. 2 - Grantee(s) Name(s): 1-1-1-1-1

New Owner's (Grantee) Mailing Address: 1-1-1-1-1

**9** Other Names to Be Indexed: Doc. 1 - Additional Names to be Indexed (Optional): 1-1-1-1-1 Doc. 2 - Additional Names to be Indexed (Optional): 1-1-1-1-1

**10** Contact/Mail Information: Instrument Submitted By or Contact Person: Name: Susan R. Reppeart Firm: Clark, Reppeart & Skalny LLC Address: 225 Elliott Mills Drive, Suite D, Baltimore, MD 21226 Phone: (410) 418-5571

Return to Contact Person  Hold for Pickup  Return Address Provided

**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: 1-1-1-1-1

Assessment Use Only: Do Not Write Below This Line

|                    |                      |                |                       |                             |
|--------------------|----------------------|----------------|-----------------------|-----------------------------|
| Transfer/Vestiture | Assessment/Vestiture | Work           | Per                   | Juan Reppeart, Verification |
| Transferee         | Date Received        | Deed Reference | Attached Property No. |                             |
| Land               | IP                   | Subj.          | Map                   | Sheet                       |
| Buildings          |                      | Zoning         | Dist                  | Lot                         |
| Total              |                      | Use            | Entire                | Section                     |
| REMARKS:           |                      | Town Cd.       | Ev. St.               | Plat No.                    |

**TRANSFER TAX NOT REQUIRED**

Per: [Signature] Director of Finance  
BALTIMORE COUNTY MARYLAND  
Date: 3/27/07 Sec. 3-104(g)(3)(i)

Distribution: TIAO - Clerk's Office  
Deputy - SDAT  
Plus - Office of Finance  
Deputy - Registrar  
AOC-CC-309 (2/03)

CONFIRMATORY AMENDED DECLARATION

THE OAKS AT OLD COURT  
HOMEOWNERS ASSOCIATION, INC.

This CONFIRMATORY AMENDED DECLARATION made and entered into this 28<sup>th</sup> day of FEBRUARY, 1996 by Courtland Manor Joint Venture, a Maryland Joint Venture, originally consisting of General American Real Estate Development, Inc., a Maryland Corporation, Mt. Everest Group, Inc., a Maryland Corporation, and Mt. Everest-Courtland Limited Partnership, a Maryland Limited Partnership (hereinafter collectively the "Declarant");

WHEREAS, Mt. Everest Group, Inc. and Mt. Everest-Courtland Limited Partnership obtained General American Real Estate Development, Inc.'s interest in Courtland Manor Joint Venture; and

WHEREAS, on October 2, 1990, the Declarant executed a Declaration of Covenants, Conditions and Restrictions (the "Declaration") applicable to The Oaks at Old Court Homeowners' Association, Inc. (the "Association") which Declaration is recorded among the Land Records of Baltimore County, Maryland in Liber 8612, Folio 643, et seq.; and

WHEREAS, the Declarant filed a certain plat of subdivision known as Plat 1, Courtland Manor, Phase 1, (hereinafter the "Plat") consisting of one (1) sheet, which Plat was recorded on September 14, 1990, in Plat Book SM 62, Folio 087 among the Land Records of Baltimore County, Maryland; and

WHEREAS, the Plat contains the Association's initial one hundred and thirty two (132) lots; and

WHEREAS, the Declarant filed a certain amended plat of subdivision known as Amended Plat 1, Courtland Manor, Phase 1 (hereinafter the "Amended Plat") consisting of one (1) sheet, which Amended Plat was recorded on April 8, 1991, in Plat Book SM 63, Folio 39 among the Land Records of Baltimore County, Maryland; and

WHEREAS, the Amended Plat was recorded in order to renumber the lots and to change the open space areas within the Association and the Amended Plat contains one hundred and thirty two (132) lots; and

WHEREAS, the Declaration references that the Plat contains the Association's initial one hundred and three (103) lots; and

WHEREAS, Article VI, Section 6.4 of the Declaration reserves unto the Declarant an irrevocable Power of Attorney, coupled with an interest, for the purpose of amending the Declaration in order to correct obvious typographical and mathematical errors and the like; and

REC'D TRANSFER  
Scribble  
Associations of Baltimore County  
AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE  
SIGNATURE AS DATE 3/7/96

017467.074

WHEREAS, the Declarant has determined that there is an obvious typographical error in the Declaration and is filing this Confirmatory Amended Declaration in order to correct this error.

NOW THEREFORE, the Declarant on behalf of The Oaks at Old Court Homeowners Association, Inc. hereby amends the Declaration as follows:


1. The Second Paragraph of the Declaration is amended by deleting it in its entirety and inserting in lieu thereof the following:

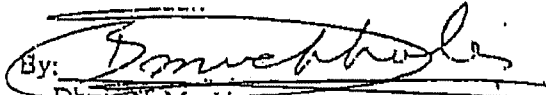
WHEREAS, Declarant intends to develop or cause to be developed on the Property a residential subdivision to be known as The Oaks at Old Court ("Subdivision") initially having One Hundred Thirty Two (132) Lots (as hereinafter defined);

IN WITNESS WHEREOF, the Declarant has caused this Confirmatory Amended Declaration to be executed and sealed on its behalf by its duly authorized representatives as of the year and day first written above.

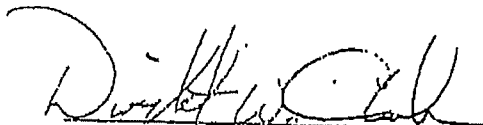
COURTLAND MANOR JOINT VENTURE

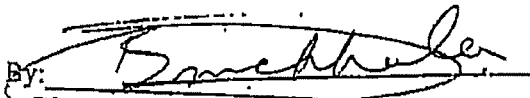
By: Mt. Everest Group, Inc., a Maryland Corporation, Joint Venture Partner

  
Witness

By:   
Dhruv N. Muchhalá, President

By: Mt. Everest-Courtland Limited Partnership, a Maryland Limited Partnership, Joint Venture Partner

  
Witness

By:   
Dhruv N. Muchhalá, President  
OF MT. EVEREST GROUP, INC.  
JOINT VENTURE GENERAL PARTNER

011467-075

State of Maryland  
County of Howard

I HEREBY CERTIFY that on this 28th day of February, 1996, before me, the subscriber a Notary Public, in and for the above jurisdiction, personally appeared Dhruv N. Muchhala, who has satisfactorily proven to be the President of Mt. Everest Group, Inc. executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 28th day of February, 1996.

*Dwight W. Clark*  
Notary Public

DWIGHT W. CLARK  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires: July 20, 1999

State of Maryland  
County of HOWARD

I HEREBY CERTIFY that on this 28th day of February, 1996, before me, the subscriber a Notary Public, in and for the above jurisdiction, personally appeared Dhruv N. Muchhala satisfactorily proven to be the President of Mt. Everest-Courtland Limited Partnership. executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 28th day of February, 1996.

*Dwight W. Clark*  
Notary Public

DWIGHT W. CLARK  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires: July 20, 1999

REVIEWED FOR BALTIMORE COUNTY  
REQUIREMENTS  
*William J. [Signature]*  
ASSISTANT COUNTY SOLICITOR

011467.076

State of Maryland Land Instrument Intake Sheet  
Baltimore City & County: 24-170

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)

(1) Check Box if Amendment Intake Form is Attached.

INFO DATE: 2.20  
RECORDING FEE: 28.00  
DATE: 02.28  
RCM # 12327  
DLR # 301  
RCM # 1596  
11765

- 1 Type(s) of Instruments
- 2 Conveyance Type Check Box
- 3 Tax Exemptions (If Applicable) Check or Explain Authority
- 4 Consideration and Tax Calculations
- 5 Fees
- 6 Description of Property
- 7 Transferred From
- 8 Transferred To
- 9 Other Names to Be Indexed
- 10 Contact/Mail Information

Deed of Trust / Mortgage / Other Conveyance

Improved Sale / Unimproved Sale / Multiple Accounts / Not an Arms-Length Sale

Recordation / State Transfer / County Transfer

| Consideration Amount         |        | Finance Office Use Only       |     |
|------------------------------|--------|-------------------------------|-----|
| Purchase Price/Consideration | \$     | Transfer Tax Consideration    | \$  |
| Any New Mortgage             | \$     | Recordation Tax Consideration | \$  |
| 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             | \$     | Doc. 2                        | \$  |
| Surcharge                    | \$     | Agents                        | 923 |
| State Recordation Tax        | \$     | Tax Bill                      |     |
| State Transfer Tax           | \$     | C.B. Credit                   |     |
| County Transfer Tax          | \$     | Ag. Tax/Other                 |     |
| Other                        | \$     |                               |     |
| Other                        | \$     |                               |     |

District: [ ] Property Tax ID No. (1): [ ] Grantor Liber/Folio: [ ] Map: [ ] Parcel No.: [ ] Var. LOG: [ ]

Subdivision Name: [ ] Lot (3a): [ ] Block (3b): [ ] Sect/AR/DC: [ ] Plat Ref.: [ ] SqFt/Acreage (4): [ ]

Location/Address of Property Being Conveyed (2): [ ]

Other Property Identifiers (if applicable): [ ] Water Meter Account No.: [ ]

Residential  or Non-Residential  Fee Simple  or Ground Rent  Ann.

Partial Conveyance?  Yes  No Description/Am't. of SqFt/Acreage Transferred: [ ]

7. If Partial Conveyance, List Improvements Conveyed:

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): [ ]

10. Contact/Mail Information

Instrument Submitted By or Contact Person

Name: [ ] Return to Contact Person

From: [ ] Hold for Pickup

Address: [ ] Return Address Provided

Phone: [ ]

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? If yes, identify: [ ]

Yes  No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

ARRANGEMENT USE ONLY - Do Not Write Below This Line

| Transfer Number | Assessor/Inspector | Area | Area | Area | Area | Area | Area | Area | Area |
|-----------------|--------------------|------|------|------|------|------|------|------|------|
| 1               |                    |      |      |      |      |      |      |      |      |
| 2               |                    |      |      |      |      |      |      |      |      |
| 3               |                    |      |      |      |      |      |      |      |      |
| 4               |                    |      |      |      |      |      |      |      |      |
| 5               |                    |      |      |      |      |      |      |      |      |
| 6               |                    |      |      |      |      |      |      |      |      |
| 7               |                    |      |      |      |      |      |      |      |      |
| 8               |                    |      |      |      |      |      |      |      |      |
| 9               |                    |      |      |      |      |      |      |      |      |
| 10              |                    |      |      |      |      |      |      |      |      |
| 11              |                    |      |      |      |      |      |      |      |      |
| 12              |                    |      |      |      |      |      |      |      |      |
| 13              |                    |      |      |      |      |      |      |      |      |
| 14              |                    |      |      |      |      |      |      |      |      |
| 15              |                    |      |      |      |      |      |      |      |      |
| 16              |                    |      |      |      |      |      |      |      |      |
| 17              |                    |      |      |      |      |      |      |      |      |
| 18              |                    |      |      |      |      |      |      |      |      |
| 19              |                    |      |      |      |      |      |      |      |      |
| 20              |                    |      |      |      |      |      |      |      |      |

11/20/15 SET 1/2 NOT REQUIRED

Per [Signature]

DATE: 3-9-16

Sec 33-101 I



THIS DEED, made this 20th day of June, in the year one thousand nine hundred and ninety-one by and between COURTLAND MANOR JOINT VENTURE, a Maryland joint venture, party of the first part, and THE OAKS AT OLD COURT HOMEOWNERS ASSOCIATION INC., a Maryland corporation, party of the second part.

WITNESSETH, that for NO CONSIDERATION the said Courtland Manor Joint Venture does hereby grant and convey to The Oaks at Old Court Homeowners Association, Inc., its successors and assigns, in fee simple, all that property situate in Baltimore County, Maryland and more particularly described as follows: that is to say:

BEING KNOWN AND DESIGNATED as H.O.A. Open Space, H.O.A. Area and H.O.A. Open Area on that certain plat of subdivision known as Amended Plat One, Courtland Manor, Phase One, dated August 15 1990, and consisting of one (1) sheet, which plat is recorded among the Plat Records of Baltimore County, Maryland, at Liber SM63 folio 39.

TOGETHER WITH the improvements thereto and the rights and appurtenances thereto belonging or appertaining, and particularly the rights in common with owners of lots described in said Plat aforesaid, subject to the obligations set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Oaks at Old Court dated October 2, 1990, and recorded among the Land Records of Baltimore County, Maryland at Liber 8612, folio 643, by said Courtland Manor Joint Venture ("Declaration").

SUBJECT TO AND WITH the benefit of the Declaration aforesaid as amended to date, and The Oaks at Old Court Homeowner's Association Bylaws, as amended to date, and further subject to all rights, easements, restrictions, covenants and reservations contained in or referred to in the said Declaration and Bylaws as amended to date as if recited and stipulated at length herein.

BEING part of that same property conveyed to the Grantor herein by Deed from Columbia Homes - Courtland Manor Limited Partnership, a Maryland limited partnership, dated January 29 1990, and recorded among the Land Records of Baltimore County Maryland, in Liber 8398, folio 480.

TO HAVE AND TO HOLD the said described lots of ground and premises to the said The Oaks at Old Court Homeowner's Association Inc., its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

AND the party of the second part, by acceptance of this Deed hereby assumes and agrees to be bound by the Declaration and Bylaws aforesaid, as amended to date, as if the same had been fully set forth herein, including but not limited to, the obligation to maintain said common area property as set forth in the Declaration and Bylaws as amended to date.

BY THE EXECUTION HEREOF, the party of the first part hereby certifies under penalty of perjury that the actual consideration paid or to be paid, including any outstanding mortgages or Deeds of Trust, is in the amount of NO CONSIDERATION, and that the within transfer does not represent all, or substantially all, of the assets of the joint venture.

[Remainder of page intentionally left blank]

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County  
6-20-91

TRANSFER TAX NOT REQUIRED  
DIRECTOR OF REVENUE  
BALTIMORE COUNTY MARYLAND  
Authorized Signature  
Date 6-20-91 Sec 11-85A

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE  
SIGNATURE [Signature] DEED 6-20-91  
BY CLERK  
#43140 0001 R02 T.  
08/2

14

WITNESS the name and seal of the grantor and the signatures of joint venture partners thereof.

ATTEST/WITNESS:

COURTLAND MANOR JOINT VENTURE

By: General American Real Est and Development, Inc., Maryland corporation, Joint Venture Partner

[Signature]  
Secretary

By: [Signature]  
Earl G. Glover,  
President

By: Mt. Everest Group, Inc., Maryland corporation, Joint Venture Partner

[Signature]  
Secretary

By: [Signature]  
Shirley Muchnicka, President

By: Mt. Everest-Courtland Limited Partnership, a Maryland limited partnership, Joint Venture Partner

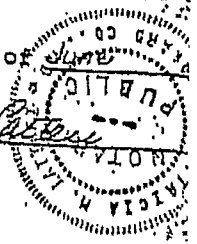
[Signature]  
Secretary

By: Mt. Everest Group, Inc. General Partner  
[Signature]  
Shirley Muchnicka  
President

STATE OF Maryland :  
COUNTY OF Howard : to wit:

I HEREBY CERTIFY that on this 20th day of June, 1991, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Earl G. Glover and Stephanie G. Rezaian, who have satisfactorily proven to be persons whose names are subscribed to this written instrument, and acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of General American Real Estate Development, Inc., and that said Earl G. Glover and Stephanie G. Rezaian, as such (Vice) President (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as (Vice) President (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 20th day of June, 1991.

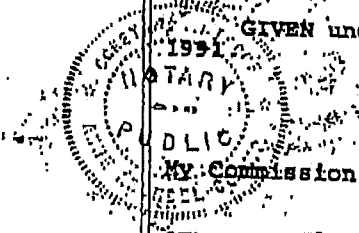
[Signature]  
Notary Public  


My Commission Expires: AUGUST 1, 1993

STATE OF Maryland :  
COUNTY OF Anne Arundel : to wit:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of JUNE, 1991, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared DHRUV N. MUKHHALA and MICHAEL T. HEFFERON, who have satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Mt. Everest Group, Inc., and that said DHRUV N. MUKHHALA and MICHAEL T. HEFFERON, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 20<sup>th</sup> day of June, 1991.

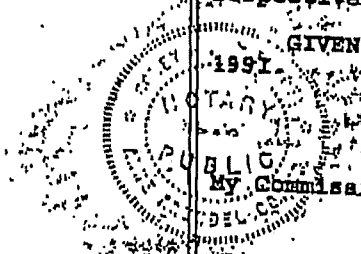


Corey M. Bercoe  
Notary Public  
My Commission Expires May 1, 1993

STATE OF Maryland :  
COUNTY OF Anne Arundel : to wit:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of JUNE, 1991, before me, the subscriber, a Notary Public in and for the above jurisdiction, personally appeared DHRUV N. MUKHHALA and MICHAEL T. HEFFERON, who have satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Mt. Everest Group, Inc., General Partner of Mt. Everest-Courtland Limited Partnership, and that said DHRUV N. MUKHHALA and MICHAEL T. HEFFERON, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 20<sup>th</sup> day of June, 1991.



Corey M. Bercoe  
Notary Public  
My Commission Expires May 1, 1993

**CERTIFICATION**

I HEREBY CERTIFY that the foregoing instrument was prepared by the undersigned, an attorney licensed to practice law in the State of Maryland.

[Signature]

LEXT19

Upon Recordation Return To:  
Hamish S. Osborne, Esquire  
10440 Little Patuxent Parkway, Suite 1110  
Columbia, MD 21044

THE OAKS AT OLD COURT  
HOMEOWNERS ASSOCIATION, INC.

Property Management provided by:

Site Realty Group

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## Association Documents: Defining the Community

### NEED FOR THIS SECTION

- Historic Data
- Legal Documents Index
  - Depository Log
- Declaration / Master Deed / CCRs
  - Articles of Incorporation
    - Bylaws
  - Rules and Regulations
    - Regulations Log
  - Legal Opinions

**T**his section of the CRS binder covers the documents that define and govern your community. The names by which these documents are known and their specific filing requirements may vary with location and circumstance, but *all* associations must have these papers in some form. Their absence can bring into question the existence of your community as a legal entity or prevent the association from enforcing its documents.

**The association should maintain the original, signed version of each document in this binder.**

Where jurisdictions have additional filing requirements for homeowners associations, condominiums, and cooperatives, an inventory should be kept here of each document filed and the date of the filing. A *Depository Log* is provided in this section for associations to record which documents have been deposited, which new documents have been added, and any amendments made to the original filing.

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**T**he first form in this section serves as a title page for the portion of the binder that houses your association's paperwork. The requested information is a basic history of how, when, and by whom the residential community and your association were created. It is especially valuable for directors and corporate agents who were not affiliated when the community was originally developed and sold.

### Historic Data

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## Declaration / Master Deed / CCRs

The most fundamental document establishing your community or condominium may be titled the *declaration*, *master deed*, or *covenants, conditions, and restrictions (CCRs)*. This document generally includes the following information:

- a definition of terms
- a description of property rights
- descriptions of the organization of the corporation, membership, and voting rights
- descriptions of assessments and insurance obligations
- descriptions of covenant controls, use restrictions, and exterior maintenance requirements
- descriptions of easements affecting the community
- additional provisions for enforcing conditions of the declaration, and for amendment and termination, mortgage rights and requirements, and condemnations

This document establishes the authority for an association to impose on each of its members mandatory fees (assessments) for services and improvements that benefit the entire association. It is usually created and recorded by the developer in the county government office that maintains land records. Supplements and amendments to the declaration may be drafted by different parties and should be provided to the association and included with the original declaration. The recording date of a supplemental or amended declaration and a description of its general content should be recorded on the *Legal Documents Index*.

Associations may have many supplementary declarations written for the sole purpose of binding and adding property to the original declaration. In such cases, after logging the document on the *Legal Documents Index*, the actual documents should be filed with other records of the association. Amendments to documents need to be maintained in this binder because the directors must know the contents. (When more than one amendment has been recorded or when the document is very large, a summary of the contents may suffice. Maintaining a copy of the highlighted section of the document may be enough for easy reference. Consult legal counsel before you summarize the documents to identify significant items of information.)

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## Articles of Incorporation

A community or condominium association may or may not be incorporated as a nonstock shareholder corporation. To gain corporate status, an association must file certain information with the authorizing agency, i.e., usually the state where the association exists. Included in this filing are the name of the association, its purpose for forming, its voting membership, the names of its current officers and the range of their authority, and the rules for changing the corporation's status. These articles of incorporation give the association its legal identity and enable it to take actions, make contract commitments, and hold common assets. If the articles are amended, the signed original of the amendment should be kept here, along with the original articles, and should be noted on the *Legal Documents Index*.

A cooperative association organized as a stock corporation issues shares, usually based on each unit's percentage of square feet in the complex owned by the corporate entity. In such circumstances, the requirement to maintain stockholder records places additional responsibility on the officers of the corporation. Consultation with the cooperative's professional advisors is important because the cooperative must establish and then maintain accurate records.

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**T**hese are the guidelines the association adopts to govern itself and by which all of its members must abide. The bylaws generally define the requirements for membership, meeting and voting procedures, terms and duties of the board, and the authority of the various committees. Condominium bylaws are usually more extensive in their scope of authority and are recorded along with the master deed or declaration.

## **Bylaws**

After being adopted by the initial board of directors, the bylaws may be amended from time to time. Any amendments should be kept in this binder. The resolution and signature pages authorizing the amendment(s) may be filed with other documents of the association, and their location should be noted on the *Legal Documents Index*. When the FHA or VA requires an attorney certification letter before it approves the amendment, the association should retain a copy of the certification in the tab section titled *Legal Opinions*.

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**T**he rules and regulations governing all unit owners will be most frequently consulted. These policies are generally proposed by appropriate committees and adopted by approval of the board of directors or the association's members. Matters addressed can range from such topics as house rules (for condominiums) to use of common areas or facilities, parking rules, procedures for requesting architectural modifications, and pet rules—issues that affect unit owners quite directly and are most likely to be questioned by members. Unless rules, regulations, policies, and (especially) architectural guidelines are clearly stated and readily available for reference, conflicting interpretations can seriously burden a board of directors and expose it to endless challenges.

## **Rules and Regulations**

It is essential to know with certainty the date and manner (i.e., board action or membership vote) by which community association rules and regulations become effective or are amended. A *Regulations Log* is provided here for recording the approval of every regulation that governs association members, and a full set of the current rules and regulations should be kept in this section of the binder.

---

**N**o matter how well crafted the association's documents and rules and regulations are, members will interpret them according to their own understanding and interests. When disputes cannot readily be resolved, the board may choose to refer the dispute to an attorney for an informed legal opinion. Written attorney and other legal opinions, (i.e., court decisions) should be kept in this section, with a notation of their date and a brief description placed on the *Legal Documents Index* (for opinions on legal documents) or the *Regulations Log* (for opinions rendered on regulations).

## **Legal Opinions**

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**A**ll easements and maintenance agreements that are binding on the association should be kept for reference. CRS places these agreements in the Common Property section of the binder but, because such agreements are legal documents, the association may choose to include them on the *Legal Documents Index* in this section.

## **Easements and Maintenance Agreements**

# Historic Data

**LEGAL NAME OF ASSOCIATION**

---

**NAME OF COMMUNITY**

(COMMONLY KNOWN or MARKETED AS)

---

**NAME OF MASTER ASSOCIATION**

(IF PART OF A LARGER COMMUNITY)

---

**NAME OF DECLARANT**

---

**NAME(S) OF DEVELOPER(S)**

---

---

**NAME(S) OF BUILDER(S)**

---

---

**DATE OF TRANSITION**

FROM DEVELOPER TO OWNER CONTROL

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# Legal Documents Index

# Depository Log

DEPOSIT REQUIRED UNDER THE

MARYLAND HOMEOWNER'S ASSOCIATION ACT

THE OAKS AT OLD COURT HOMEOWNERS ASSOCIATION

For the purposes of the Maryland Homeowners Association Act, Section 11B-112 (c)(i) et. seq. of the Real Property Article of the Maryland Annotated Code, 1988 edition, as amended (the "Act"), the Oaks at Old Court Homeowners Association, Inc. makes the following disclosures:

1. (a) The name of the Vendor and of the Declarant is:  
Courtland Manor Joint Venture  
10015 Old Columbia Road  
Columbia, Maryland 21046  
Telephone: (301) 381-3360
  - (b) The Vendor is a Maryland joint venture. The joint venture partners of Courtland Manor Joint Venture are General American Real Estate and Development, Inc., a Maryland corporation, Mt. Everest Group, Inc., a Maryland corporation, and Mt. Everest-Courtland Limited Partnership, a Maryland limited partnership. The principal officers of General American Real Estate and Development, Inc., are Earl G. Glover, President; W. Michael Rzeplennik, Vice President; Philip E. Glover, Vice President; Stephanie G. Rezaiyan, Vice President and Assistant Secretary; Suzanne K. Glover, Secretary; and Michael F. Armacost, Treasurer and Assistant Secretary. The telephone number is (301) 381-3360 and the address is 10015 Old Columbia Road, Columbia, Maryland 21046. The principal officers of Mt. Everest Group, Inc., are Dhruv Muchhala, President and Treasurer; and Michael A. Kaye, Vice President and Secretary. The General Partner of Mt. Everest-Courtland Limited Partnership is Mt. Everest Group, Inc. The telephone number for both of the latter joint venture partners is (301) 997-4223, and the address is 5405 Twin Knolls Road, Suite 5, Columbia, Maryland 21045.
2. The name of the Homeowner's Association is:  
The Oaks at Old Court Homeowner's Association, Inc.  
10015 Old Columbia Road  
Columbia, Maryland 21046  
Telephone: (301) 381-3360

The name and address of the Resident Agent for the Homeowner's Association is:

Robert R. Kern, Jr.  
Gallagher, Evelius and Jones  
218 N. Charles Street, Suite 400  
Baltimore, Maryland 21201  
Telephone: (301) 727-7702

3. (a) The location and size of the Development of The Oaks at Old Court: The Oaks at Old Court is a community initially consisting of One Hundred Three (103) Townhome Units, as more particularly described on a certain County Review Group Plan on file with the Baltimore County Office of Planning and Zoning located at 111 West Chesapeake Avenue, Mail Stop 1107, Towson, Maryland 21204. Telephone: (301) 887-3211.
  - (b) The minimum number of lots in The Oaks at Old Court shall be One Hundred Three (103). The maximum number of lots shall be Two Hundred Twenty Three (223), in the event the Declarant under the Declaration annexes additional lots to the Development.
  - (c) The Oaks at Old Court contains common areas as designated as "HOA Area" and "HOA Open Space" on the Subdivision Plat known as Plat One, Courtland Manor, Phase One recorded in the Plat Records of Baltimore County at Liber SM62, folio 87.
  - (d) To the best of Vendor's knowledge and belief, the Declarant/Vendor does not own any land adjacent to the development which is to be dedicated to Public Use.
4. The property comprising The Oaks at Old Court is not and will not be within or a part of another development.
  5. The Declarant under Article X the Declaration has reserved the right to annex additional property (as described in the Declaration) to the Declaration for a period of seven (7) years. Thereafter, additional property may be annexed to the Declaration upon the affirmative vote of two-thirds (2/3) of each class of membership of the Association. Except with respect to annexation made by the Declarant, no specific limits are established with respect to size, location, number of lots, or time for annexation.
  6. The Bylaws of the Association are attached hereto as Exhibit A. The obligations contained in the Bylaws are and will be enforceable against the owner and the owner's

tenants, as further set forth in Section 8.11 of the Declaration.

7. A general description of the criteria for eligibility for membership in the governing body of the Association is set forth in the Sixth Article of its Articles of Incorporation, attached hereto.
8. A general description of any property which may be owned, leased or maintained by the Association may be found in the Declaration. Further information may be obtained as to such property from the Declarant at its office described above.
9. The property which Buyer is purchasing pursuant to the Agreement of Sale is zoned either DR 10.5 or DR 16, pursuant to the Baltimore County Zoning Regulations. Further information as to the zoning of the property may be obtained by contacting the Baltimore County Office of Planning and Zoning located at 111 West Chesapeake Avenue, Towson, Maryland 21204. Telephone: (301) 887-3211.
10. Mandatory homeowner's association fees or assessments will first be levied against owners of lots on the later to occur of the date the owners first purchase their lots, or on the date the Association's Board of Directors sets for levying such an assessment. In either event, no assessment will be levied prior to January 1, 1992. The procedure for increasing or decreasing such fees or assessments is described in Article IV of the Declaration, attached hereto, as is the procedure for collecting assessments. Unpaid fees or assessments shall be the personal obligation of owners of lots, and shall bear interest from the due date at the rate of 12% per annum. Furthermore, unpaid fees or assessments may be enforced by imposing a lien on a lot under the terms of the Maryland Contract Lien Act. Lot owners will be assessed late charges not in excess of ten percent (10%) and attorney fees for collecting unpaid fees or assessments. The effect of nonpayment of assessments is fully described in Section 4.11 of the Declaration.
11. A description of any special rights or exemptions reserved by or for the benefit of the Declarant or other persons or entities under the Declaration may be found in said Declaration, most particularly in Article VI.

THE OAKS AT OLD COURT  
HOMEOWNERS ASSOCIATION, INC.

By: 

**Current Unaudited Financial Documents  
Oaks at Old Court Homeowners Association, Inc.**

Oaks at Old Court Homeowners Association  
Income/Expense Statement  
02/28/2018

3706 Crondall Lane, Suite 105  
Owings Mills MD 21117

Tidewater Property Management  
3706 Crondall Lane, 105  
Owings Mills MD 21117

| Description                         | Current Period<br>Actual | Current Period<br>Budget | Current Period<br>Variance | Year-To-Date<br>Actual | Year-To-Date<br>Budget | Year-To-Date<br>Variance | Yearly<br>Budget |
|-------------------------------------|--------------------------|--------------------------|----------------------------|------------------------|------------------------|--------------------------|------------------|
| <b>INCOME</b>                       |                          |                          |                            |                        |                        |                          |                  |
| 41000 Association Fees              | 6,200.00                 | 6,200                    | 0.00                       | 12,400.00              | 12,400                 | 0.00                     | 74,400           |
| 44000 Late Charge Fees              | 158.10                   | 167                      | 8.90                       | 266.60                 | 334                    | 67.40                    | 2,000            |
| 44200 Legal Fees                    | 1,125.00                 | 167                      | (958.00)                   | 1,808.00               | 334                    | (1,474.00)               | 2,000            |
| 45000 Misc. Income                  | 0.00                     | 8                        | 8.00                       | 0.00                   | 16                     | 16.00                    | 100              |
| 45500 Interest Income               | 2.43                     | 2                        | (0.43)                     | 2.43                   | 4                      | 1.57                     | 25               |
| 45510 Owner Interest Income         | 65.85                    | 167                      | 101.15                     | 69.97                  | 334                    | 264.03                   | 2,000            |
| <b>INCOME</b>                       | <b>7,551.38</b>          | <b>6,711</b>             | <b>(840.38)</b>            | <b>14,547.00</b>       | <b>13,422</b>          | <b>(1,125.00)</b>        | <b>80,525</b>    |
| <b>EXPENSES</b>                     |                          |                          |                            |                        |                        |                          |                  |
| <b>ADMINISTRATIVE</b>               |                          |                          |                            |                        |                        |                          |                  |
| 50050 Bad Debt                      | 247.30                   | 417                      | 169.70                     | 613.16                 | 834                    | 220.84                   | 5,000            |
| 50300 Legal                         | 3,095.07                 | 833                      | (2,262.07)                 | 3,095.07               | 1,666                  | (1,429.07)               | 10,000           |
| 50350 Tax Return/Audit              | 0.00                     | 110                      | 110.00                     | 1,300.00               | 220                    | (1,080.00)               | 1,325            |
| 51050 Management Fee                | 1,545.00                 | 1,545                    | 0.00                       | 3,090.00               | 3,090                  | 0.00                     | 18,540           |
| 51150 Office Expense                | 528.53                   | 282                      | (246.53)                   | 865.50                 | 564                    | (301.50)                 | 3,388            |
| <b>ADMINISTRATIVE</b>               | <b>5,415.90</b>          | <b>3,187</b>             | <b>(2,228.90)</b>          | <b>8,963.73</b>        | <b>6,374</b>           | <b>(2,589.73)</b>        | <b>38,253</b>    |
| <b>UTILITIES</b>                    |                          |                          |                            |                        |                        |                          |                  |
| 55000 Electric                      | 12.86                    | 21                       | 8.14                       | 25.72                  | 42                     | 16.28                    | 250              |
| <b>UTILITIES</b>                    | <b>12.86</b>             | <b>21</b>                | <b>8.14</b>                | <b>25.72</b>           | <b>42</b>              | <b>16.28</b>             | <b>250</b>       |
| <b>GROUNDS</b>                      |                          |                          |                            |                        |                        |                          |                  |
| 60350 Landscaping                   | 0.00                     | 125                      | 125.00                     | 0.00                   | 250                    | 250.00                   | 1,500            |
| 60400 Landscape Contract            | 0.00                     | 596                      | 596.00                     | 0.00                   | 1,192                  | 1,192.00                 | 7,148            |
| 60900 Tree Care                     | 0.00                     | 333                      | 333.00                     | 0.00                   | 666                    | 666.00                   | 4,000            |
| 62100 Repairs Fence                 | 3,900.00                 | 167                      | (3,733.00)                 | 3,900.00               | 334                    | (3,566.00)               | 2,000            |
| 62650 Repairs and Maintenance       | 2,225.00                 | 750                      | (1,475.00)                 | 2,425.00               | 1,500                  | (925.00)                 | 9,000            |
| 62850 Snow Removal                  | 0.00                     | 250                      | 250.00                     | 0.00                   | 500                    | 500.00                   | 3,000            |
| <b>GROUNDS</b>                      | <b>6,125.00</b>          | <b>2,221</b>             | <b>(3,904.00)</b>          | <b>6,325.00</b>        | <b>4,442</b>           | <b>(1,883.00)</b>        | <b>26,648</b>    |
| <b>INSURANCE/TAX</b>                |                          |                          |                            |                        |                        |                          |                  |
| 80000 Insurance                     | 0.00                     | 181                      | 181.00                     | 0.00                   | 362                    | 362.00                   | 2,174            |
| <b>INSURANCE/TAX</b>                | <b>0.00</b>              | <b>181</b>               | <b>181.00</b>              | <b>0.00</b>            | <b>362</b>             | <b>362.00</b>            | <b>2,174</b>     |
| <b>RESERVE</b>                      |                          |                          |                            |                        |                        |                          |                  |
| 97000 Reserves                      | 1,100.00                 | 1,100                    | 0.00                       | 2,200.00               | 2,200                  | 0.00                     | 13,200           |
| <b>RESERVE</b>                      | <b>1,100.00</b>          | <b>1,100</b>             | <b>0.00</b>                | <b>2,200.00</b>        | <b>2,200</b>           | <b>0.00</b>              | <b>13,200</b>    |
| <b>TOTAL EXPENSES</b>               | <b>12,653.76</b>         | <b>6,710</b>             | <b>(5,943.76)</b>          | <b>17,514.45</b>       | <b>13,420</b>          | <b>(4,094.45)</b>        | <b>80,525</b>    |
| <b>Current Year Net Income/Loss</b> | <b>(5,102.38)</b>        | <b>1</b>                 | <b>5,103.38</b>            | <b>(2,967.45)</b>      | <b>2</b>               | <b>2,969.45</b>          | <b>0</b>         |

3706 Crondall Lane, Suite 105  
Owings Mills MD 21117

Tidewater Property Management  
3706 Crondall Lane, 105  
Owings Mills MD 21117

ASSETS

|       |                       |                  |                  |
|-------|-----------------------|------------------|------------------|
| 12520 | Operating Account     | <u>10,742.83</u> |                  |
|       | Subtotal Operating    |                  | 10,742.83        |
| 13010 | Reserve Money Markets | <u>15,409.29</u> |                  |
|       | Subtotal Reserves     |                  | 15,409.29        |
| 15100 | Owner Receivables     | <u>34,289.00</u> |                  |
|       | Subtotal Other Assets |                  | 34,289.00        |
|       | Total Assets          |                  | <u>60,441.12</u> |

LIABILITIES & EQUITY

CURRENT LIABILITIES

|       |                           |                  |           |
|-------|---------------------------|------------------|-----------|
| 21500 | Due to Reserves           | 11,038.01        |           |
| 22000 | Accounts Payable          | 2,025.00         |           |
| 22500 | Prepaid Owner Assessments | <u>11,785.24</u> |           |
|       | Subtotal Current Liabilit |                  | 24,848.25 |

RESERVES

|       |                   |                   |            |
|-------|-------------------|-------------------|------------|
| 33300 | Reserves          | 4,361.99          |            |
| 34000 | Reserve Expense   | <u>(9,375.00)</u> |            |
|       | Subtotal Reserves |                   | (5,013.01) |

EQUITY

|       |                                |                   |                  |
|-------|--------------------------------|-------------------|------------------|
| 33000 | Retained Earnings              | 43,573.33         |                  |
|       | Current Year Net Income/(Loss) | <u>(2,967.45)</u> |                  |
|       | Subtotal Equity                |                   | 40,605.88        |
|       | TOTAL LIABILITIES & EQUITY     |                   | <u>60,441.12</u> |



**Insurance Dec Page**  
**Oaks at Old Court Homeowners Association, Inc.**



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive  
Atlanta GA 30346-2117

**DECLARATIONS**

|   |                       |                        |
|---|-----------------------|------------------------|
| <b>Policy Number</b>  | 90-BH-Z779-9          |                        |
| <b>Policy Period</b>  | <b>Effective Date</b> | <b>Expiration Date</b> |
| 12 Months   | OCT 1 2017            | OCT 1 2018             |
| The policy period begins and ends at 12:01 am standard time at the premises location. |                       |                        |

003074 3123 M-21-9DDB-FAA2 F V

**Named Insured**

OAKS AT OLD COURT  
C/O SITE MANAGEMENT INC  
2141 INDUSTRIAL PKWY STE 200  
SILVER SPRING MD 20904-7824

**Agent and Mailing Address**  
JEFF BRENT  
504 B AND A BLVD STE 7  
SEVERNA PARK MD 21146-3890  
PHONE: (410) 544-7174

**Residential Community Association Policy**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: HOMEOWNERS ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

The premium for your expiring policy was \$2,174.00  
Your premium has increased by \$505.00 since the last term.  
Please call your agent if you want additional information about the premium increase.

POLICY PREMIUM \$ 2,679.00

Discounts Applied:  
Renewal Year  
Claim Record

PLEASE SEE AN IMPORTANT MESSAGE FOLLOWING THE PARTICIPATING POLICY PROVISION AT THE END OF THIS DECLARATIONS.

TIDEWATER PROPERTY  
MANAGEMENT, INC.

JUL 17 2017

DATE RECEIVED

Prepared  
JUL 05 2017  
CMP-4000

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Continued on Reverse Side of Page

Page 1 of 7

## DECLARATIONS (CONTINUED)

Residential Community Association Policy for OAKS AT OLD COURT  
 Policy Number 90-BH-Z779-9

**SECTION I - PROPERTY SCHEDULE**

| Location Number | Location of Described Premises  | Limit of Insurance*<br>Coverage A -<br>Buildings | Limit of Insurance*<br>Coverage B -<br>Business Personal<br>Property |
|-----------------|---|--|--|
| 001             | QUEEN'S LACE ST, KNIGHTS WAY<br>COURTLAND MANOR RD, FRYIRE ST<br>KING'S CROWN WAY, PRINCELY WAY<br>BALTIMORE MD 21208 | No Coverage                                      | No Coverage  |

**AUXILIARY STRUCTURES**

| Location Number | Description               | Limit of Insurance*<br>Coverage A -<br>Buildings | Limit of Insurance*<br>Coverage B -<br>Business Personal<br>Property |
|-----------------|---------------------------|--|--|
| 001A            | Recreation Building       | \$ 3,400   | See Prop Sch   |
| 001B            | Fence, walls, etc.        | \$ 10,300  | See Prop Sch   |
| 001C            | METAL CHAIN LINK FENCE    | \$ 16,300  | See Prop Sch   |
| 001D            | METAL PICKET FENCE        | \$ 40,600  | See Prop Sch   |
| 001E            | SMALL WOOD RETAINING WALL | \$ 8,200   | See Prop Sch   |
| 001F            | LARGE WOOD RETAINING WALL | \$ 36,500  | See Prop Sch   |

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.



DECLARATIONS (CONTINUED)

Residential Community Association Policy for OAKS AT OLD COURT  
Policy Number 90-BH-Z779-9

**SECTION I - INFLATION COVERAGE INDEX(ES)**

---

Inflation Coverage Index: 177.3

**SECTION I - DEDUCTIBLES**

---

Basic Deductible \$500

**Special Deductibles:**

|                      |       |                     |       |
|----------------------|-------|---------------------|-------|
| Money and Securities | \$250 | Employee Dishonesty | \$250 |
| Equipment Breakdown  | \$500 |                     |       |

Other deductibles may apply - refer to policy.

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

---

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

| COVERAGE  | LIMIT OF INSURANCE  |
|---|---------------------|
| Collapse  | Included            |
| Damage To Non-Owned Buildings From Theft, Burglary Or Robbery | Coverage B Limit    |
| Debris Removal  | 25% of covered loss |
| Equipment Breakdown   | Included            |
| Fire Department Service Charge                                | \$5,000             |
| Fire Extinguisher Systems Recharge Expense                    | \$5,000             |
| Glass Expenses  | Included            |

## DECLARATIONS (CONTINUED)

Residential Community Association Policy for OAKS AT OLD COURT  
 Policy Number 90-BH-Z779-9

|   |           |
|---|-----------|
| Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis) | 10%       |
| Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)  | \$100,000 |
| Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)                     | \$250,000 |
| Ordinance Or Law - Equipment Coverage   | Included  |
| Preservation Of Property  | 30 Days   |
| Water Damage, Other Liquids, Powder Or Molten Material Damage   | Included  |

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX**

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

| COVERAGE   | LIMIT OF INSURANCE |
|--|--------------------|
| Accounts Receivable  |                    |
| On Premises  | \$50,000           |
| Off Premises   | \$15,000           |
| Arson Reward   | \$5,000            |
| Forgery Or Alteration  | \$10,000           |
| Money And Securities (Off Premises)  | \$5,000            |
| Money And Securities (On Premises)   | \$10,000           |
| Money Orders And Counterfeit Money   | \$1,000            |
| Outdoor Property   | \$5,000            |
| Personal Effects (applies only to those premises provided Coverage B - Business Personal Property) | \$2,500            |
| Personal Property Off Premises   | \$15,000           |
| Pollutant Clean Up And Removal   | \$10,000           |

Prepared  
 JUL 05 2017  
 CMP-4000

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## DECLARATIONS (CONTINUED)

Residential Community Association Policy for OAKS AT OLD COURT  
 Policy Number 90-BH-Z779-9

|  |          |
|--|----------|
| Property Of Others (applies only to those premises provided Coverage B - Business Personal Property) | \$2,500  |
| Signs  | \$2,500  |
| Valuable Papers And Records  |          |
| On Premises  | \$10,000 |
| Off Premises   | \$5,000  |

---

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**


---

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

| COVERAGE                         | LIMIT OF INSURANCE                |
|----------------------------------|-----------------------------------|
| Back-Up of Sewer or Drain        | Included                          |
| Employee Dishonesty              | \$25,000                          |
| Loss Of Income And Extra Expense | Actual Loss Sustained - 12 Months |

---

**SECTION II - LIABILITY**


---

| COVERAGE  | LIMIT OF INSURANCE |
|---|--------------------|
| Coverage L - Business Liability                     | \$1,000,000        |
| Coverage M - Medical Expenses (Any One Person)      | \$5,000            |
| Damage To Premises Rented To You                    | \$300,000          |
| Directors And Officers - Property Manager Liability | \$1,000,000        |
| Directors And Officers Liability                    | \$1,000,000        |

## DECLARATIONS (CONTINUED)

Residential Community Association Policy for OAKS AT OLD COURT  
 Policy Number 90-BH-Z779-9

LIMIT OF  
INSURANCE

## AGGREGATE LIMITS

|   |             |
|---|-------------|
| Products/Completed Operations Aggregate | \$2,000,000 |
| General Aggregate                       | \$2,000,000 |
| Directors and Officers Aggregate        | \$1,000,000 |

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

|            |                                 |
|------------|---------------------------------|
| CMP-4100   | Businessowners Coverage Form    |
| CMP-4561.1 | *Policy Endorsement             |
| CMP-4705.1 | *Loss of Income & Extra Expnse  |
| CMP-4220.1 | *Amendatory Endorsement         |
| CMP-4746.1 | *Hired Auto Liability           |
| FE-6999.2  | *Terrorism Insurance Cov Notice |
| CMP-4550   | Residential Community Assoc     |
| CMP-4508   | Money and Securities            |
| CMP-4814   | Directors & Officers Liability  |
| CMP-4818   | Directors & Officers- Prop Mgr  |
| CMP-4710   | Employee Dishonesty             |
| CMP-4788   | Addl Insd Mgrs Lessor of Prem   |
| FD-6007    | Inland Marine Attach Dec        |
|            | * New Form Attached             |

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II  
 Endorsement #: CMP4788  
 Loan Number: N/A

TIDEWATER PROPERTY MGMG INC  
 3706 CRONDALL LN STE 105  
 OWINGS MILLS MD 211172243

Prepared  
 JUL 05 2017  
 CMP-4000

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DECLARATIONS (CONTINUED)

Residential Community Association Policy for OAKS AT OLD COURT  
Policy Number 90-BH-Z779-9

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Michael J. Lipnow*  
President

**WE WILL CONSIDER YOUR CLAIMS HISTORY, IF ANY, FOR PURPOSES OF DETERMINING WHETHER TO CANCEL OR REFUSE TO RENEW YOUR POLICY.**



90-BH-Z779-9

M 27648



STATE FARM FIRE AND CASUALTY COMPANY  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS  
 3 Ravinia Drive  
 Atlanta GA 30346-2117

**INLAND MARINE ATTACHING DECLARATIONS**

|   |                       |                        |
|---|-----------------------|------------------------|
| <b>Policy Number</b>  | <b>90-BH-Z779-9</b>   |                        |
| <b>Policy Period</b>  | <b>Effective Date</b> | <b>Expiration Date</b> |
| 12 Months   | OCT 1 2017            | OCT 1 2018             |
| The policy period begins and ends at 12:01 am standard time at the premises location. |                       |                        |

M-21-9DDB-FAA2 F V

**Named Insured**

OAKS AT OLD COURT  
 C/O SITE MANAGEMENT INC  
 2141 INDUSTRIAL PKWY STE 200  
 SILVER SPRING MD 20904-7824

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8743.1                      \*Inland Marine Computer Prop  
 FE-8739                        Inland Marine Conditions

\*New Form Attached

See Reverse for Schedule Page with Limits

Prepared  
 JUL 05 2017  
 FD-6007

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## ATTACHING INLAND MARINE SCHEDULE PAGE

## ATTACHING INLAND MARINE

| ENDORSEMENT<br>NUMBER | COVERAGE                         | LIMIT OF<br>INSURANCE | DEDUCTIBLE<br>AMOUNT | ANNUAL<br>PREMIUM |
|-----------------------|----------------------------------|-----------------------|----------------------|-------------------|
| FE-8743.1             | Inland Marine Computer Prop      | \$ 10,000             | \$ 500               | Included          |
|                       | Loss of Income and Extra Expense | \$ 10,000             |                      | Included          |

---

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared  
JUL 05 2017  
FD-6007

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# IMPORTANT NOTICE

Effective with this policy term, **CMP-4561.1 POLICY ENDORSEMENT** is added to your policy.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

## REDUCTIONS IN COVERAGE OR LIMITS

- **SECTION II — LIABILITY, Section II – Exclusions, Access or Disclosure of Confidential or Personal Information and Data-Related Liability:** There is no coverage for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss cost or expense incurred by you or others arising out of that which is otherwise excluded.
- **SECTION II — GENERAL CONDITIONS, Financial Responsibility Laws:** There is no coverage for liability, uninsured motorist, underinsured motorist, no fault, or other coverages required by any motor vehicle law with respect to mobile equipment.
- **SECTION II — DEFINITIONS**
  - Language is added to the definition of "Auto" to include any other land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged. However, "Auto" does not include "mobile equipment."
  - "Mobile equipment" does not include land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos."

## POTENTIAL REDUCTIONS IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

- **SECTION I — EXTENSIONS OF COVERAGE**
  - Paragraph 4.a.(1) under **Collapse** is revised to state that "Collapse" means an abrupt falling down or caving in of a building or any part of a building. Language stating that as a result of the collapse, the building or part of the building cannot be occupied for its intended purpose is deleted.
  - **Water Damage, Other Liquids, Powder or Molten Material Damage:** We will not pay the cost to tear out and replace any part of a building necessary to repair the system or appliance from which water or other substance escaped. However, we will pay the cost to tear out and replace only that particular part of the covered building necessary to gain access to the system or appliance from which the covered water or other substance escaped.
- **SECTION II — LIABILITY, Section II – Exclusions**
  - **Liquor Liability:** This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person who may be under the influence of alcohol if the occurrence that caused the bodily injury or property damage involved that which would be otherwise excluded.
  - **Recording and Distributing Material:** Language is added to state there is no coverage for damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate any other federal, state or local law, statute, regulation or ordinance that may provide a basis for a separate claim or cause of action arising out of any communication referenced in this section.

- **SECTION II — WHO IS AN INSURED:** Language is added to state that any person or entity employed by the owner or person or entity from whom you hire or borrow a "non-owned auto" is not an insured. Language is added to emphasize that an employee, regarding the use of a "non-owned auto" you own, hire, or borrow, is not an insured with respect to bodily injury to a co-employee or for any consequential bodily injury to the spouse, child, parent, brother or sister of that co-employee.

#### BROADENINGS OR ADDITIONS OF COVERAGE

- **SECTION II — LIABILITY, Section II – Exclusions, Aircraft, Auto or Watercraft:** This exclusion does not apply to the operation of your business from a land vehicle:
  - While it is parked and functioning, other than "loading and unloading," as a premises for your business operations; and
  - That would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or registration law where it is licensed or principally garaged.

#### OTHER CHANGES

- **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**
  - **Our Rights Regarding Claim Information:** We have added a provision stating that we will not be restricted or prohibited from obtaining, using, or retaining records as part of the claim process. The records will be obtained, used, and retained in accordance with applicable laws and regulations consistent with our business functions.
  - **Electronic Delivery:** We have added a provision permitting electronic delivery of documents and notices with the consent of the insured.
- **SECTION II — MEDICAL EXPENSES, Coverage M – Medical Expenses:** Paragraph 1.d.(2) is revised to state that we will pay medical expenses when the injured person or, when appropriate, someone acting on behalf of that person executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim. Such authorizations must not:
  - Restrict us from performing our business functions in obtaining records, bills, information, and data or in using or retaining records, bills, information, and data collected or received by us;
  - Require us to violate federal or state laws or regulations;
  - Prevent us from fulfilling our data reporting and retention obligations to insurance regulators; or
  - Prevent us from disclosing claim information and data to enable performance of our business functions, meet our reporting obligations to insurance regulators and data consolidators, and as otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request, the person making claim or his or her legal representative must obtain the information and promptly provide it to us.

Endorsement **CMP-4561.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4561.1 POLICY ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**1. BUSINESSOWNERS COVERAGE FORM TABLE OF CONTENTS** is amended as follows:

- a. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
- b. The title Recording And Distribution Of Material or Information In Violation Of Law is changed to Recording And Distribution Of Material.

**2. Paragraph 2.f. Dishonesty** under **SECTION I – EXCLUSIONS** is replaced by the following:

**f. Dishonesty**

- (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
- (2) Theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

**3. SECTION I — EXTENSIONS OF COVERAGE** is amended as follows:

**a. Paragraph 4.a.(1) under Collapse** is replaced by the following:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building;

**b. Paragraph 5.** is replaced by the following:

**5. Water Damage, Other Liquids, Powder Or Molten Material Damage**

If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

**c. Paragraph 13.** is replaced by the following:

**13. Personal Property Off Premises**

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies

only if the loss occurs within 90 days after the property is first moved.

The Other Insurance Condition contained in **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

- d. The following is added to Paragraph 22.e. under **Equipment Breakdown**:

Paragraph 5.b. under **Coverage B — Business Personal Property** is replaced by:

- b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.

- e. The following is added:

**Business Personal Property In Portable Storage Units**

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is \$10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

4. **SECTION II — LIABILITY** is amended as follows:

- a. **Section II — Exclusions** is amended as follows:

- (1) The following is added to Paragraph 3. **Liquor Liability**:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring,

employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- (2) Paragraph 8.f. under **Aircraft, Auto Or Watercraft** is replaced by the following:

- f. "Bodily injury" or "property damage" arising out of:

- (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged;

- (2) The operation of any of the following machinery or equipment:

- (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

- (3) The operation of your business from a land vehicle:

- (a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and

- (b) That would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration

law where it is licensed or principally garaged.

- (3) Paragraphs 17.b. and 17.c. under **Personal And Advertising Injury** are replaced by the following:

- b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;

- (4) The last paragraph of 17.h. under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (5) Paragraphs 18. **Electronic Data** and 19. **Recording And Distribution Of Material In Violation Of Law** are replaced by the following:

**18. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

- a. Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
- b. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or

expense incurred by you or others arising out of that which is described in Paragraph a. or b. above.

As used in this exclusion, electronic data means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

**19. Recording and Distribution of Material**

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.



b. Paragraph 1.d.(2) under **Coverage M – Medical Expenses** is replaced by the following:

(2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

(a) Restrict us from performing our business functions in:

- i. Obtaining records, bills, information, and data; or
- ii. Using or retaining records, bills, information, and data collected or received by us;

(b) Require us to violate federal or state laws or regulations;

(c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or

(d) Prevent us from disclosing claim information and data:

- i. To enable performance of our business functions;
- ii. To meet our reporting obligations to insurance regulators;
- iii. To meet our reporting obligations to insurance data consolidators; and
- iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

c. **SECTION II — WHO IS AN INSURED** is amended as follows:

(1) Paragraph 1.c. does not apply.

(2) Paragraphs 2.b.(1) and (4) are replaced by the following:

(1) "Employees" with respect to "bodily injury" to:

(a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or

while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above;

(4) The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.

d. Paragraph 2.b. under **Financial Responsibility Laws of SECTION II — GENERAL CONDITIONS** does not apply.

e. **SECTION II — DEFINITIONS** is amended as follows:

(1) Paragraph 2. is replaced by the following:

2. "Auto" means:

a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

(2) The following is added to Paragraph 15. "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

(3) Paragraphs 18.f. and g. of "personal and advertising injury" are replaced by the following:

f. The use of another's advertising idea in your "advertisement";



- g. Infringing upon another's trade dress or slogan in your "advertisement", or
  - h. Infringement of another's copyright, patent, trademark, or trade secret.
- f. The following are added to **SECTION I AND SECTION II – COMMON POLICY CONDITIONS:**

**Our Rights Regarding Claim Information**

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph **b.(1)** below and use and retain the information described in Paragraph **b.(3)(b)** below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.
- b. Subject to Paragraph **a.** above, we will not be restricted in or prohibited from:
  - (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
  - (2) Using any of the items described in Paragraph **b.(1)** above; or
  - (3) Retaining:
    - (a) Any of the items in Paragraph **b.(1)** above; or
    - (b) Any other information we have in our possession as a result of

- our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph **b.(1)** above and any of the information described in Paragraph **b.(3)(b)** above:
    - (1) To enable performance of our business functions;
    - (2) To meet our reporting obligations to insurance regulators;
    - (3) To meet our reporting obligations to insurance data consolidators;
    - (4) To meet other obligations required by law; and
    - (5) As otherwise permitted by law.
  - d. Our rights under Paragraphs **a.**, **b.**, and **c.** above shall not be impaired by any:
    - (1) Authorization related to any claim submitted under this policy; or
    - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

**Electronic Delivery**

With your consent, we may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

All other policy provisions apply.

# IMPORTANT NOTICE

Effective with this policy term, **CMP-4705.1 LOSS OF INCOME AND EXTRA EXPENSE** replaces **CMP-4705 LOSS OF INCOME AND EXTRA EXPENSE**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

## POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

The definition of loss of income has been changed to emphasize that if a business had been incurring a net loss, the continuing normal operating expenses will be offset by the net loss to determine the amount of a business income owed for a covered loss.

Endorsement **CMP-4705.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CMP-4705.1 LOSS OF INCOME AND EXTRA EXPENSE**

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This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions of **SECTION 1 — PROPERTY**, except as provided below.

### COVERAGES

#### 1. Loss Of Income

- a. We will pay for the actual "Loss Of Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
  - (a) Services; or
  - (b) Is used to gain access to; the described premises.
- b. We will only pay for "Loss Of Income" that you sustain during the "period of restoration" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations. We will only pay for "ordinary payroll expenses" for 90 days following the date of accidental direct physical loss.



**2. Extra Expense**

- a. We will pay necessary "Extra Expense" you incur during the "period of restoration" that you would not have incurred if there had been no accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
  - (a) Services; or
  - (b) Is used to gain access to; the described premises.

- b. We will only pay for "Extra Expense" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations.

**3. Extended Loss Of Income**

- a. If the necessary "suspension" of your "operations" produces a "Loss Of Income" payable under this policy, we will pay for the actual "Loss Of Income" you incur during the period that:
  - (1) Begins on the date property, except finished stock, is actually repaired, rebuilt or replaced and "operations" are resumed; and
  - (2) Ends on the earlier of:
    - (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the Net Income amount that would have existed if no accidental direct physical loss had occurred; or

- (b) 60 consecutive days after the date determined in Paragraph a.(1) above.

However, Extended Loss Of Income does not apply to "Loss Of Income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause Of Loss in the area where the described premises are located.

- b. "Loss Of Income" must be caused by accidental direct physical loss at the described premises caused by any Covered Cause Of Loss.

**4. Civil Authority**

- a. When a Covered Cause Of Loss causes damage to property other than property at the described premises, we will pay for the actual "Loss Of Income" you sustain and necessary "Extra Expense" caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:
  - (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
  - (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause Of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.
- b. Civil Authority coverage for "Loss Of Income" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.
- c. Civil Authority coverage for necessary "Extra Expense" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:
  - (1) Four consecutive weeks after the date of that action; or

- (2) When your Civil Authority coverage for "Loss Of Income" ends;  
whichever is later.

## EXTENSIONS OF COVERAGE

### 1. Newly Acquired Property

- a. You may extend the insurance provided by this endorsement to apply to newly acquired or constructed property covered as described in Paragraph 12. of SECTION I — EXTENSIONS OF COVERAGE of your policy.
- b. The most we will pay in any one occurrence under this coverage for "Loss Of Income" and necessary "Extra Expense" is the actual loss you sustain.

### 2. Interruption Of Web Site Operations

- a. You may extend the insurance provided by this endorsement to apply to the necessary interruption of your business. The interruption must be caused by an accidental direct physical loss to your Web Site Operations at the premises of a vendor acting as your service provider.

Such interruption must be caused by a Covered Cause Of Loss other than a loss covered under Equipment Breakdown Extension Of Coverage of your Business-owners Coverage Form.

#### (1) Coverage Time Period

We will only pay for loss you sustain during the seven-day period immediately following the first 12 hours after the Covered Cause Of Loss.

#### (2) Conditions

- (a) This coverage applies only if you have a back-up copy of your Web Site stored at a location other than the site of the Web Site vendor and to the extent "Loss Of Income" is permanently lost.
- (b) Notwithstanding any provision to the contrary, the coverage provided under this Interruption Of Web Site Operations Extension Of Coverage is primary to any LOSS OF INCOME AND EXTRA EXPENSE coverage provided by the **Inland Marine Computer Property Form**.
- b. The most we will pay in any one occurrence under this coverage is \$10,000.

### 3. Off Premises – Loss Of Income

- a. You may extend the insurance provided by this endorsement to apply to the necessary "suspension" of your business. The "suspension" must be caused by an accidental direct physical loss to Covered Property while it is in the course of transit or at another premises.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

We will only pay for loss you sustain during the period beginning immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss and ending when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

- b. The most we will pay in any one occurrence under this coverage is \$20,000.

## EXCLUSIONS

We will not pay for:

- Any "Extra Expense", or increase of "Loss Of Income", caused by:
  - Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers, picketers, or any others charged with rebuilding, repairing, or replacing property; or
  - Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your "operations", we will cover such loss that affects your "Loss Of Income" during the "period of restoration".
- Any other consequential loss.

## CONDITION

### Resumption Of Operations

We will reduce the amount of your:

- "Loss Of Income", other than "Extra Expense", to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.



2. "Extra Expense" loss to the extent you can return "operations" to normal and discontinue such "Extra Expense".

### DEDUCTIBLE

No deductible applies to the coverage provisions provided in this "Loss Of Income" endorsement.

However, for any loss covered under Paragraph **22.b.(4)** of the Equipment Breakdown Extension Of Coverage of your policy, the Special Deductible for Equipment Breakdown will apply to this "Loss Of Income".

### DEFINITIONS

1. "Extra Expense" means expense incurred:

- a. To avoid or minimize the "suspension" of business and to continue "operations":

- (1) At the described premises; or
- (2) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.

- b. To minimize the "suspension" of business if you cannot continue "operations".

- c. To:

- (1) Repair or replace any property; or
- (2) Research, replace or restore the lost information on damaged "valuable papers and records"

to the extent it reduces the amount of loss that otherwise would have been payable under this coverage or "Loss Of Income" coverage.

2. "Loss Of Income" means the sum of the amounts as described in a. and b. below:

- a. Net Income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct physical loss had occurred, including:

- (1) "Rental value";
- (2) "Maintenance fees", if you are a condominium association or other similar community association;
- (3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and
- (4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.

Net Income does not include any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.

- b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".

3. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.

4. "Operations" means your business activities occurring at the described premises.

5. "Ordinary payroll expenses":

- a. Mean payroll expenses for all your employees except:

- (1) Officers;
- (2) Executives;
- (3) Department Managers; and
- (4) Employees under contract.

- b. Include:

- (1) Payroll;
- (2) Employee benefits, if directly related to payroll;
- (3) FICA payments you pay;
- (4) Union dues you pay; and
- (5) Workers' compensation premiums.

6. "Period of restoration":

- a. Means the period of time that:

- (1) Begins immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss at the described premises; and

- (2) Ends on the earlier of:

- (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (b) The date when business is resumed at a new permanent location.

- b. Does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

7. "Rental value" means:

- a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;

- b. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
  - c. The fair rental value of any portion of the described premises which is occupied by you.
8. "Suspension" means:
- a. The partial slowdown or complete cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable, if coverage for "Loss Of Income" applies.

All other policy provisions apply.

CMP-4705.1

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# IMPORTANT NOTICE

Effective with this policy term, **CMP-4220.1 AMENDATORY ENDORSEMENT (Maryland)** replaces **CMP-4220 AMENDATORY ENDORSEMENT (Maryland)**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

- **SECTION II – LIABILITY** – We have added the definition of “first-class tracking method.” It means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the U.S. Postal Service, including certificate of mailing and an electronic mail tracking system used by the U.S. Postal Service. It does not include a certificate of bulk mailing.
- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS**
  - The **Premiums** provision has been revised. The premium for this policy may vary based on the purchase of other insurance from the State Farm Companies. This provision describes when the premium is due, the rates on which the premium is based, and the effect this policy may have on other coverages obtainable from, or other premiums paid to, the State Farm Companies.
  - **Cancellation Of Policies In Effect For 45 Days Or Less** – We will provide notice of cancellation 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
  - **Cancellation and When We Do Not Renew Provisions** – We have added a statement that we will send the notice by a “first-class mail tracking method.”
  - **Condominium Association Policy Provisions** – For Condominium Association policies, we are no longer required to send a cancellation notice to the mortgage holder or the council of unit-owners.

Endorsement **CMP-4220.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

## **CMP-4220.1 AMENDATORY ENDORSEMENT (Maryland)**

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This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

1. **SECTION I** is amended as follows:

- a. The following is added to Paragraph 2. of **SECTION I — EXCLUSIONS**:

**Color Mismatch**

Color mismatch between undamaged material and new material used to replace old, weathered or oxidized damaged material.

- b. Paragraph 1.d. of **SECTION I — CONDITIONS** is replaced by the following:

**d. Legal Action Against Us**

No one may bring a legal action against us under this policy unless:

(1) There has been full compliance with all provisions and terms of this policy; and

(2) The action is brought within three years from the date it accrues.

2. **SECTION II** is amended as follows:

- a. The following is added to **Coverage L – Business Liability**:

If you are a charitable institution, we may not assert the defense that you are immune from liability because you are a charitable institution.



b. The following is added to **SECTION II – DEFINITIONS:**

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including certificate of mailing and an electronic mail tracking system used by the United States Postal Service.

First-class mail tracking method does not include a certificate of bulk mailing.

3. **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** is amended as follows:

a. Paragraph 8. is replaced by the following:

**8. Premiums**

a. The first Named Insured shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- (1) Paid to us prior to the anniversary date; and
- (2) Determined in accordance with Paragraph b. above.

Our forms then in effect will apply.

d. Undeclared exposures or change in your business operation, acquisition, or use of premises may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be

determined in accordance with our rates and rules then in effect.

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

e. The premium for this policy may vary based upon:

- (1) The purchase of other insurance from the "State Farm Companies".
- (2) The purchase of products or services from an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
- (3) An agreement, concerning the insurance provided by this policy, that the "State Farm Companies" has with an organization in which you have a membership, or of which you are a subscriber, licensee, or franchisee.

f. Your purchase of this policy may allow:

- (1) You to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the "State Farm Companies", subject to their applicable eligibility rules; or
- (2) The premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the "State Farm Companies" or by an organization that has entered into

an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

**b. Paragraph 9.b. of Premium Audit is replaced by the following:**

**b.** Premium shown in this Policy as estimated premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is 30 days from the date on the bill. If the sum of the estimated and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

**c.** The following is added:

**Cancellation**

**a.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

**b. Cancellation Of Policies In Effect For:**

**(1) 45 Days Or Less**

If this policy has been in effect for 45 days or less and is not a renewal or continuation with us, we may cancel this policy by sending to the first Named Insured written notice of cancellation at least:

**(a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

**(b)** 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.

We will send the notice by a "first-class mail tracking method".

**(2) More Than 45 Days**

If this policy has been in effect for more than 45 days or is a renewal or continuation of a policy we issued, we may cancel this policy by sending to the first Named Insured

written notice of cancellation at least:

**(a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium. We will send the notice by a "first-class mail tracking method"; or

**(b)** 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. We will send the notice by a "first-class mail tracking method" or by commercial mail delivery service. Under this Paragraph **b.(2)(b)**, we may cancel only for one or more of the following reasons:

**i.** When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.

**ii.** A change in the condition of the risk that results in an increase in the hazard insured against.

**iii.** A matter or issue related to the risk that constitutes a threat to public safety.

You may request additional information on the reason for cancellation within 30 days from the date of our notice.

**c.** Notice of cancellation will state the reason for and effective date of cancellation. The policy period will end on that date.

**d.** We will send or deliver the notice to the first Named Insured's last mailing address known to us. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

**e.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata.

However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will be pro rata of the gross unearned premium computed, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

- f. If this policy insured more than one Named Insured:
- (1) The first Named Insured may affect cancellation for the account of all insureds; and
  - (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

#### When We Do Not Renew

- a. If we decide not to renew this policy, we will send or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date of the policy.
- b. We will send or deliver the notice by a "first-class mail tracking method" or by commercial mail delivery service to the first Named Insured's last mailing address known to us. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
- c. If we decide not to renew this policy that has been in effect for more than

45 days for a reason other than non-payment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.

- d. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the policy will terminate on the renewal date for non-payment of premium.

#### 4. THE FOLLOWING ADDITIONAL PROVISIONS ARE APPLICABLE ONLY TO POLICIES INSURING CONDOMINIUM ASSOCIATIONS:

- a. Paragraph 2.b.(2) of Mortgageholders under SECTION I — CONDITIONS is replaced by the following:

(2) We will:

(a) If the condominium is terminated, pay for covered loss to buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

(b) In all other respects, pay for loss to buildings or structures to you or the designated insurance trustee in accordance with the Loss Payment Condition under SECTION I — CONDITIONS.

- b. The following is added to SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

#### Unit-Owner Acts Or Omissions

No act or omission by any unit-owner will void this policy or be a condition to recovery under this policy. But this does not apply to unit-owners acting within the scope of their authority on behalf of the association.

All other policy provisions apply.



# IMPORTANT NOTICE

Effective with this policy term, FE-8743.1 INLAND MARINE COMPUTER PROPERTY FORM replaces FE-8743 INLAND MARINE COMPUTER PROPERTY FORM.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

## POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

The definition of loss of income has been changed to emphasize that if a business had been incurring a net loss, the continuing normal operating expenses will be offset by the net loss to determine the amount of a business income owed for a covered loss.

Endorsement FE-8743.1 follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

## FE-8743.1 INLAND MARINE COMPUTER PROPERTY FORM

### INSURING AGREEMENT

We will pay for accidental direct physical loss to:

1. "Computer equipment", used in your business operations, that you own, lease from others, rent from others, or that is loaned to you. However, we do not insure "computer equipment" used to operate or control vehicles.
2. Removable data storage media used in your business operations to store "electronic data".

We do not insure property you lease to others or rent to others.

We do not insure "computer programs" or "electronic data" except as provided in the Computer Programs And Electronic Data Extension Of Coverage.

### LIMIT OF INSURANCE

We will pay for all covered loss up to the limits shown on the Schedule Page.

### DEDUCTIBLE

The deductible amount shown on the Schedule Page will only apply to the property covered under this form. This amount will be deducted from the amount of any loss under this coverage.

### EXCLUSIONS

1. We do not insure under any coverage for any loss to any property while in transit as checked baggage on a commercial airline;

2. We do not insure for loss either consisting of, or caused by, one or more of the following:
  - a. Errors and omissions in programming. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
  - b. Faulty, inadequate, unsound or defective design, specifications, workmanship, or repair. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
  - c. Wear, tear, marring, scratching, rust, corrosion or deterioration. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
  - d. Property that is missing, where the only evidence of the loss is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;
  - e. Any dishonest or criminal act occurring at any time by you, any of your partners, employees, directors, or trustees;
  - f. Hidden or latent defect or any quality in property that causes it to damage or destroy itself. However, we do insure for any resulting loss unless the resulting loss itself is excluded; or
  - g. Obsolescence;
3. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for

such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

**a. Fungi**

Growth, proliferation, spread or presence of "fungi", including:

- (1) Any loss of use or delay in repairing or replacing covered property, including any associated cost or expense, due to interference at the location of the covered property or at the location of the repair or replacement of that property by "fungi";
- (2) Any remediation of "fungi", including the cost or expense to:
  - (a) Remove the "fungi" from covered property or to repair, restore or replace that property;
  - (b) Take apart and repair any property as needed to gain access to the "fungi";
  - (c) Contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the "fungi"; or
  - (d) Remove any property to protect it from the presence of or exposure to "fungi"; and
- (3) The cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of "fungi", whether performed prior to, during, or after removal, repair, restoration or replacement of covered property.

**b. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

**c. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss caused by that fire.

**d. War And Military Action**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**EXTENSIONS OF COVERAGE**

**1. Computer Programs And Electronic Data**

**a. We will pay for accidental direct loss to:**

- (1) The following types of "computer programs" and "electronic data" that you own, license from others, lease from others, or rent from others:
  - (a) "Computer programs" used in your business operations; or
  - (b) The "electronic data" that exists in "computer" memory or on "computer" storage media, used in your business operations.
- (2) That portion of your customers' "electronic data" that is supplied to you for processing or other use in your business operations. Coverage for customers' "electronic data" is limited to the specific data file(s) containing the information you are processing or using in your business operations.

We do not cover any property you lease to others, rent to others or license to others. We do not cover "computer equipment" or removable data storage media under this Extension Of Coverage. This coverage extension is included in the Limit Of Insurance shown on the Schedule Page.

Loss does not include any consequential loss except as may be provided in the optional Loss Of Income And Extra Expense coverage.

**b. All items under the EXCLUSIONS section of this form apply to this Extension Of Coverage except:**

- (1) Item a. in Paragraph 2. does not apply to:
  - (a) "Computer programs" other than the program in which the error or omission in programming occurs; and
  - (b) "Electronic data";  
covered under this extension;
- (2) Item b. in Paragraph 2. does not apply to "electronic data" covered under this extension; and
- (3) Items c. and d. in Paragraph 2. do not apply to "computer programs" and "electronic data" covered under this extension.

c. We do not provide coverage for loss to, or loss of value resulting from infringement of, your intellectual property rights.

**2. Fire Protection Devices**

We will cover your expense, for up to \$25,000, to recharge or refill any fire protection devices which have been discharged to protect the covered property.

The amount we pay under this Extension Of Coverage is an additional amount of insurance and is not subject to a deductible.

**3. Debris Removal**

We will cover your expense to remove the debris of covered property, caused by Covered Cause Of Loss.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

**SPECIAL CONDITIONS**

**1. Valuation**

We agree all losses to:

a. "Computer equipment" will be determined based on the cost to repair or replace with that of similar performance, capacity or function.

b. Removable data storage media will be determined based on the cost to repair or replace that media with blank media of similar performance, capacity or function.

c. "Computer programs":

(1) That are commercial off-the-shelf will be determined based on the cost to repair or replace with that of similar performance, capacity or function; or

(2) That are not commercial off-the-shelf will be determined based on the cost of reproducing the programs if they are reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the programs.

d. "Electronic data" will be determined based on the cost of reproducing the data, if it is reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the data.

**2. One Loss**

If an initial loss causes other losses, all will be considered one loss. All losses that are the result of the same event will be considered one loss.

**OPTIONAL COVERAGE – LOSS OF INCOME AND EXTRA EXPENSE**

1. If a limit is shown on the Inland Marine Schedule Page for Loss Of Income And Extra Expense, coverage under this form is provided, subject to that limit, for the following:

a. The actual "Loss Of Income" you sustain due to the necessary "suspension" of your operations during the "period of restoration". The "suspension" must be caused by damage or destruction to property covered under this form, by a Covered Cause Of Loss; and

b. Any necessary "extra expense" you incur during the "period of restoration" that you would not have incurred if there had been no damage or destruction to property covered under this form, by a Covered Cause Of Loss.

We will only pay for "Loss Of Income" or "extra expense" that you sustain during the "period of restoration" that occurs within 12 consecutive months after the date of loss. We will only pay for "ordinary payroll expenses" for 90 days following the date of loss.

2. We will not pay for:

a. Any "extra expense" or increase of "Loss Of Income" caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your operations, we will cover such loss that affects your "Loss Of Income" during the "period of restoration";

b. Any "extra expense" caused by suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration";

c. Any other consequential loss; or

d. Loss caused by seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

**DEFINITIONS**

1. "Computer" means:

a. Programmable electronic equipment that is used to store, retrieve and process data; and

b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production type machinery or equipment.

2. "Computer equipment" means "computers", "computer" cables and wiring not attached to or forming a part of a building, and equipment manuals. "Computer equipment" does not mean other types of devices with internal computing capability, such as intelligent devices that contain an embedded chip or some other form of logic circuitry, or the computing components in those devices.
3. "Computer programs" means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.
4. "Electronic data" means information, facts or "computer programs" stored as or on, created or used on, or transmitted to or from "computer" software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of "computer" software which are used with electronically controlled equipment.
5. "Extra expense" means expense incurred:
  - a. To avoid or minimize the "suspension" of business and to continue operations.
  - b. To minimize the "suspension" of business if you cannot continue operations.
  - c. To repair or replace any property to the extent it reduces the amount of loss that would otherwise have been payable under this coverage or "Loss Of Income" coverage.
6. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungus.
7. "Loss Of Income" means the sum of the amounts as described in a. and b. below:
  - a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct loss had occurred, including:
    - (1) "Rental value";
    - (2) "Maintenance fees", if you are a condominium association or other similar community association;
    - (3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and
    - (4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.
  - b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".

Net income does not include any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.
8. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.
9. "Ordinary payroll expenses":
  - a. Mean payroll expenses for all your employees except:
    - (1) Officers;
    - (2) Executives;
    - (3) Department Managers; and
    - (4) Employees under contract;
  - b. Include:
    - (1) Payroll;
    - (2) Employee benefits, if directly related to payroll;
    - (3) FICA payments you pay;
    - (4) Union dues you pay; and
    - (5) Workers' compensation premiums.
10. "Period of restoration" means the period of time that:
  - a. Begins immediately after the time of loss to property covered by this form; and
  - b. Ends on the date when the property covered by this form should be repaired, rebuilt, restored or replaced with reasonable speed and similar quality.

The expiration date of this policy will not cut short the "period of restoration".
11. "Rental value" means:
  - a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;
  - b. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
  - c. The fair rental value of any portion of the described premises which is occupied by you.
12. "Suspension" means the partial slowdown or complete cessation of your business activities.



# IMPORTANT NOTICE

Effective with this policy term, **CMP-4746.1 HIRED AUTO LIABILITY** replaces **CMP-4746 HIRED AUTO LIABILITY**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

## POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

Please read the new endorsement thoroughly and note that language is added under **SECTION II – WHO IS AN INSURED** to state that any person or entity employed by the owner or lessee of a hired auto is not an insured.

Endorsement **CMP-4746.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CMP-4746.1 HIRED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

1. The insurance provided under **Coverage L – Business Liability** in **SECTION II – LIABILITY**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.
  2. For insurance provided by this endorsement only:
    - a. The exclusions under **Section II – Exclusions**, other than exclusions **1., 2., 4., 7., and 10.**, and the **SECTION II – NUCLEAR ENERGY LIABILITY EXCLUSION**, are deleted and replaced by the following:
      - (1) "Bodily injury" to:
        - (a) An "employee" of the insured arising out of and in the course of:
          - i. Employment by the insured; or
          - ii. Performing duties related to the conduct of the insured's business; or
        - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (a) above.
- This exclusion applies:
- (a) Whether the insured may be liable as an employer or in any other capacity; and
  - (b) To any obligation to share damages with or repay someone else who must pay damages because of injury.
- This exclusion does not apply to:
- (a) Liability assumed by the insured under an "insured contract"; or
  - (b) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.



- (2) "Property damage" to:
- (a) Property owned or being transported by, or rented or loaned to the insured; or
  - (b) Property in the care, custody or control of the insured.
- b. We will not pay under **Coverage M – Medical Expenses** for "bodily injury" arising out of the use of any "hired auto".
- c. **SECTION II – WHO IS AN INSURED**, is replaced by the following:
1. Each of the following is an insured under this endorsement to the extent set forth below:
    - a. You;
    - b. Any other person using a "hired auto" with your permission; and
    - c. Any other person or organization, but only for their liability because of acts or omissions of an insured under a. or b. above.
  2. None of the following is an insured:
    - a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
    - b. Any:
      - (1) Partner or "executive officer" for any "auto" owned by or registered to such partner or officer or a member of his or her household; or
      - (2) "Employee" for any "auto" owned by or registered to such "employee" or a member of his or her household;
  3. With respect to this endorsement the following additional definitions apply:
    - a. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
    - b. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or members (if you are a partnership or joint venture), "members" or "managers" (if you are a limited liability company), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or members of their households.
- All other policy provisions apply.

CMP-4746.1

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(CONTINUED)



In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

## **FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on

January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.2

90-BH-Z779-9

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## IMPORTANT NOTICE . . . Data Compromise Coverage Now Available

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

### Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
  - Informational materials;
  - Toll-free help line;
  - Credit report monitoring; and
  - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

90-BH-Z779-9

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StateFarm



STATE FARM FIRE AND CASUALTY COMPANY

3 Ravinia Drive  
Atlanta GA 30346-2117

**BALANCE DUE NOTICE**

POLICY NUMBER 90-BH-Z779-9  
Residential Community Association Policy

DATE DUE PLEASE PAY THIS AMOUNT  
SEE NOTE SEE NOTE

003074 3123 M-21-9DDB-FAA2 V F

OAKS AT OLD COURT  
C/O SITE MANAGEMENT INC  
2141 INDUSTRIAL PKWY STE 200  
SILVER SPRING MD 20904-7824

**Full payment by Date Due continues this policy to OCT 1 2018**

PREMIUM \$ 2,679.00

Location: QUEEN'S LACE ST, KNIGHTS WAY  
COURTLAND MANOR RD, FRYIRE ST  
KING'S CROWN WAY, PRINCELY WAY  
BALTIMORE MD 21208

**Important Message(s)**

NOTE:  
Do not pay. Payment is being  
made through State Farm Payment  
Plan. Account # 1160183521

17 2864 6468

See reverse for important information.  
Please keep this part for your record.  
Prepared JUL 05 2017

Agent JEFF BRENT  
Telephone (410) 544-7174

[ Please fold and tear here ]

MOVING? PLEASE SEE YOUR STATE FARM AGENT. M-9DDB-FAA2

StateFarm



|               |                   |             |
|---------------|-------------------|-------------|
| INSURED       | OAKS AT OLD COURT |             |
| POLICY NUMBER | 90-BH-Z779-9      | CONDOMINIUM |

PLEASE RETURN THIS PART WITH YOUR CHECK MADE PAYABLE TO STATE FARM

DATE DUE PLEASE PAY THIS AMOUNT  
SEE NOTE SEE NOTE

2109710316

538-181-b-8-10-04-2010

(0113092a)

(0113091j)

For office use only

0982

M 27648

Prepared: JUL 05 2017  
90 |

FIRE BAL DUE

1031

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When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

02-08-2007 (o1f3096a)

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*For Office Use Only*



**Litigation**  
**Oaks at Old Court Homeowners Association, Inc.**



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

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**Owner Forms**  
**Oaks at Old Court Homeowners Association, Inc.**

## UNIT OWNER INFORMATION FORM

**Please complete this form in full and return to Tidewater within ten (10) days of receipt!**

It is important that your Association has this information on file in the event of a fire, security and/or medical emergency. Please complete the following form and return it to:  
**Tidewater Property Management, Inc., 3706 Crondall Lane, #105, Owings Mills, MD 21117-2231.**  
You may also complete and **fax the form to: 443-548-0196.**

**Community Name:** \_\_\_\_\_

**Owners Full Name: (1)** \_\_\_\_\_

**Owners Full Name: (2)** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Parking Space (If Applicable):** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

|                                     |                      |
|-------------------------------------|----------------------|
| <b>Phone Numbers: (1) Day</b> _____ | <b>(2) Day</b> _____ |
| <b>Evening</b> _____                | <b>Evening</b> _____ |
| <b>Cell</b> _____                   | <b>Cell</b> _____    |

**Primary E-mail Address:** \_\_\_\_\_

Do you have a pet or pets residing in the home? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please give the type of animal and description:

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

If your condominium or home is rented, please provide the following information about your tenants **and attach a photocopy of the lease in accordance with your association documents:**

**Name of Lessee: (1)** \_\_\_\_\_

**Phone Numbers: Day** \_\_\_\_\_ **Evening** \_\_\_\_\_

**Name of Lessee: (2)** \_\_\_\_\_

**Phone Numbers: Day** \_\_\_\_\_ **Evening** \_\_\_\_\_

Name(s) of all person(s) residing in the unit:

1) Name: \_\_\_\_\_ Age: \_\_\_\_\_

2) Name: \_\_\_\_\_ Age: \_\_\_\_\_

3) Name: \_\_\_\_\_ Age: \_\_\_\_\_

4) Name: \_\_\_\_\_ Age: \_\_\_\_\_

In case of emergency contact:

Name: \_\_\_\_\_ Relationship \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: Day \_\_\_\_\_ Evening \_\_\_\_\_

**Please contact your Property Manager if you have any questions concerning this form.**

**Reserve Study**  
**Oaks at Old Court Homeowners Association, Inc.**

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**Resolutions and Policies**  
**Oaks at Old Court Homeowners Association, Inc.**

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**Rules and Regulations**  
**Oaks at Old Court Homeowners Association, Inc.**



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**Special Assessments**  
**Oaks at Old Court Homeowners Association, Inc.**

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**Welcome Packages**  
**Oaks at Old Court Homeowners Association, Inc.**

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

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