



WP&M Real Estate Group, LLC
11433 Cronridge Drive
Owings Mill, MD 21117
443-796-7400

Disclosure for Maryland Resale WPM-A01531

Council of Unit Owners of English Country Manor II Condominium
This certificate has been prepared on 1/13/20
on behalf of Estate of Theodore Bailey Stagg Jr. owner(s) of
606 Churchill Road - Unit F , Bel Air, MD 21014.
Purchaser(s) is/are AUCTION - TBD.

The Maryland Condominium Act, **Section 11-135(a)**, refers to specific information and statements to be obtained from the council of unit owners and provided to the purchaser prior to the contract date of disposition. This Certificate for Condominium Resale is in response to those specific requirements.

This Certificate is valid for ninety days from the date of issuance per WPM Real Estate Management's policy.

Any unit owner, either as seller or purchaser, should review carefully this Certificate for Condominium Resale and all attached documents. Please consult with your real estate agent or attorney pertaining to any specific questions or concerns.

SECTION 11-135(a) of the Maryland Condominium Act requires that the purchaser be furnished with a copy of the declaration (other than the plats), the bylaws and the rules or regulations of the condominium:

Please see attached documents.

(i) A statement disclosing the effect of the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit other than any restraint created by the unit owner:

The condominium instruments do not create any rights of first refusal or other restraints per se on free alienability of the condominium units. However, the covenants, conditions, and rules/regulations set forth in the Governing Documents do impose certain restrictions that are binding on all condominium owners and occupants. These should be reviewed and understood by all successors in title to condominium units.

(ii) A statement setting forth the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the council of unit owners that is due and payable from the selling unit owner:

Current Balance for this unit: \$690 due on or before settlement

SECTION 11-135(a) of the Maryland Condominium Act also requires that the purchaser be furnished with a certificate containing the following information:

Assessment:	\$290.00 due Monthly on the first day of each month. See additional comments
Late Fee:	\$15.00 will be applied to any payment received 30 days after the due date.

Is there a special assessment for this condominium?

None noted at this time.



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(iii) A statement of any other fees payable by the unit owners to the council of unit owners:

\$200.00 Refundable Security Deposit for rental of Clock Tower Park. Deposit is not due at the time of settlement.

(iv) A statement of any capital expenditures approved by the council of unit owners planned at the time of the conveyance which are not reflected in the current operating budget disclosed under subparagraph (vi) of this item:

None noted at this time

(v) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium.

Please see attached financial statements.

(vi) The current operating budget of the condominium including the current reserve study report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund.

Budget attached. A copy of the reserve study report or a summary of the report can be found as an additional link/attachment titled, Reserve Summary, for this resale package. As of November 30, 2019 the Reserve Fund amount is \$326,220.39.

(vii) A statement of any unsatisfied judgments or pending lawsuits to which the council of unit owners is a party, excluding assessment collection suits.

To the best of WPM Real Estate Management's knowledge, as of the date of this certificate, there are no unsatisfied judgments or pending lawsuits where the Association is party to.

(viii) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that copies of the policy are available for inspection, stating the location at which the copies are available, and a notice that the terms of the policy prevail over the description:

The council of unit owners maintains property and liability coverage for all common property. Unit owners should obtain individual coverage for their personal property and liability. Copies of the condominium's policies are available for inspection as follows:

Insurance Carrier:	Greater New York
Agency:	Schoenfeld Insurance
Phone:	410-602-2000
Fax:	410-602-1160

Members should obtain their own insurance coverage on their units. All property casualty losses under the master insurance policy are subject to a deductible in the amount of \$5,000. In the event of a property casualty covered by the master insurance policy, the owner of the unit where the damage originated is responsible for the master insurance policy deductible.

The terms of the policies prevail over the above description.



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(ix) A statement as to whether the council of unit owners has actual knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned to the unit, or any other portion of the condominium;

None noted at this time.

(x) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the council of unit owners, and a statement as to whether or not they are to be a part of the common elements:

Clock tower & the clock tower pond/fountain are maintained by the Council of Unit Owners of English Country Manor II Condominium. The Clubhouse, Clubhouse Fountain, Pool & Gatehouse are maintained by English Country Manor I Condominium. See additional comments.

Part of Common Elements: Yes

In addition to the information contained herein and attached hereto, to fulfill the requirements of the resale contract, you will need a statement by the unit owner(s) as to knowledge of the following:

- (i) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, bylaws, or rules and regulations;
- (ii) Of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit; and
- (iii) That the unit is subject to an extended lease under §11-137 of this title or under local law, and if so, a copy of the lease must be provided; and
- (iv) A written notice of the unit owner's responsibility for the council of unit owners' property deductible and the amount of the deductible.

This disclosure packet was prepared by WPM Real Estate Management on behalf of Council of Unit Owners of English Country Manor II Condominium on 1/13/20.

This Certificate is valid for ninety days from the date of issuance per WPM Real Estate Management's policy.

ADDITIONAL COMMENTS



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Rental Units are strictly limited. Only 22 units at a time are permitted to be rental units, as defined in the Third Amendment to the By-Laws. Only those units on the rental list may be rental units. The property management company maintains the rental list. Unit Owners who want to rent their unit must apply to the management company to be placed on the waiting list for a future opening. This restriction is strictly enforced.

HVAC Inspection Certificate and Dryer Vent Certification is required by all units. Also If you a fireplace in your unit, a fire chimney cleaning and inspection needs to be submitted. Please submit certificate(s) via email to ecm2condo@wpmlc.com. If there is a fire place inside of this unit, please submit information in regards to chimney and inspection cleaning.

Prior to closing, a payoff statement request needs to be ordered by the Title Company. Please inform the Title Company, the request can be ordered through: settlements@wpmlc.com. There is no charge for a payoff request. An administrative fee of \$100.00 is due at settlement and payable to the management company.

In reference to (x):

Amenities maintained by English Country Manor I - please contact JC Properties at 410-577-8370 for further information.

Council of Unit Owners of English Country Manor II Condominium

Approved Resolutions



ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 17-01
Fireplace/Chimney and Dryer Vent Maintenance and Inspection Resolution

WHEREAS Article III, Section 1, of the By-Laws of English Country Manor Condominium II, (ECM II) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article III, Section 1, of the By-Laws of English Country Manor Condominium II, (ECM II) grants the Board of Directors hereinafter referred to as the Board, the authority to regulate the maintenance of the common areas; and

WHEREAS Section 11-108.1 of the Maryland Condominium Act (Md. Real Property Code Ann., Title 11) states each unit owner is responsible for maintenance, repair, and replacement of his/her unit.

WHEREAS Liber No. 2015, folio 1051, et seq., and as thereafter amended ("Declaration"):

Section 3.2.4: A Unit consists of:

(f): "All bathroom and kitchen plumbing fixtures and connections thereto for such Unit, including, by way of example rather than of limitation, all sinks, faucets, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same within any common water or drain pipes serving such Unit as well as other Units."

(i): "All fireplaces including the flue stacks from each unit to the roof

WHEREAS Article VI, Section 9 provides:

- (a) Every Unit Owner shall perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Common Elements, or any other Unit, such owner being expressly responsible for the damages and liabilities his failure to do so may engender.
- (b) All repairs of internal installations of the Unit such as plumbing, wire, pipes or conduits for water, light power, telephones, doors, windows, lamps and all other accessories belong to the Unit areas shall be at the Unit Owner's expense.

WHEREAS Article VI, Section 12 of the By-laws provides as follows:

The Council and the Management Agent, if any, and their agents and employees, shall have an irrevocable right and easement to enter Units to make repairs to that Unit, at the cost of the Unit Owner of that Unit, when repairs reasonable appear to be necessary for public safety, to prevent damage to property other than that Unit or to prevent a state of disrepair from destroying the visual unit of the Condominium, and to restore any part of the Condominium. Such entry to a Unit shall only be made after

twenty-four (24) hours' notice given to the Unit Owner, except in the event of an emergency in which event entry may be made without prior notice, whether or not the Unit Owner is present at the time of such entry.

NOW, THEREFORE, BE IT RESOLVED THAT:

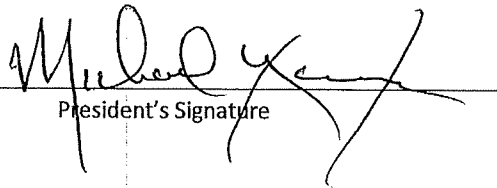
All units must have their fireplaces/chimneys inspected each year. The unit owner must provide an inspection certificate from a license chimney sweeper proving that it has been inspected and/or cleaned. If the unit owner does not provide either this proof or a signed statement certifying that the fireplace is not used, then the condominium can have the chimney cleaned at the unit owners expense with an administrative fee added to the expense. The condominium is under no obligation to clean the chimneys, but has the right to do so to ensure the safety of the residents.

All units must have their dryer vents cleaned every two years, whether they have been used or not. The unit owner must provide a certificate from a licensed contractor, proving that it has been cleaned. If the unit owner does not provide this proof, then the condominium can have the dryer vent cleaned at the unit owner's expense with an administrative fee added to the expense. The condominium is under no obligation to clean the dryer vents but has the right to do so to ensure the safety of the residents.

ATTEST:

10-19-2017

Date



President's Signature

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 18-01
Furnace and Air Conditioner Maintenance and Inspection Resolution

WHEREAS Article III, Section 1, of the By-Laws of English Country Manor Condominium II, (ECM II) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article III, Section 1, of the By-Laws of English Country Manor Condominium II, (ECM II) grants the Board of Directors hereinafter referred to as the Board, the authority to regulate the maintenance of the common areas; and

WHEREAS Section 11-108.1 of the Maryland Condominium Act (Md. Real Property Code Ann., Title 11) states each unit owner is responsible for maintenance, repair, and replacement of his/her unit.

WHEREAS Liber No. 2015, folio 1051, et seq., and as thereafter amended ("Declaration"):

Section 3.2.4: A Unit consists of:

(c): "All of the equipment for the heating and air conditioning unit located within the unit, and all of its controls and control wiring."

(d): "All duct work running from such heating and air conditioning unit to its outlets into such Unit, and any such outlets."

Section 3.3.2 This Condominium has the following Limited Common Elements:

(2): "All the equipment, machinery and concrete pads located in Common Elements adjacent to or contiguous to each Unit which serves or functions for the benefit of that Unit exclusively."

WHEREAS Article VI, Section 9 provides:

(a) Every Unit Owner shall perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Common Elements, or any other Unit, such owner being expressly responsible for the damages and liabilities his failure to do so may engender.

(d) Every Unit Owner shall be responsible for maintenance, repair and replacement of the improvements, machinery and equipment appurtenant to his Unit which are designated Limited Common Elements in the Declaration and Article VII, Section 5 of these By-Laws. No such maintenance, repair or replacement costs shall be considered Common Expenses, as that term is defined in the Declaration.

WHEREAS Article VI, Section 12 of the By-laws provides as follows:

The Council and the Management Agent, if any, and their agents and employees, shall have an irrevocable right and easement to enter Units to make repairs to that Unit, at the cost of the Unit Owner of that Unit, when repairs reasonable appear to be necessary for public safety, to prevent damage to property other than that Unit or to prevent a state of disrepair from destroying the visual unit of the Condominium, and to restore any part of the Condominium. Such entry to a Unit shall only be made after twenty-four (24) hours' notice given to the Unit Owner, except in the event of an emergency in which event entry may be made without prior notice, whether or not the Unit Owner is present at the time of such entry.

NOW, THEREFORE, BE IT RESOLVED THAT:

All units must have their furnace and air conditioning systems inspected each year. The unit owner must provide an inspection certificate from a licensed HVAC professional proving that they have been inspected. If the unit owner does not provide either this proof, then the condominium can have the furnace and air conditioning systems inspected at the unit owners expense with an administrative fee added to the expense. The condominium is under no obligation to inspect the furnace and air conditioning systems, but has the right to do so to ensure the safety of the residents and minimize community expenses from potential water damage.

ATTEST:

4/20/2018
Date

Michael Kang
President's Signature

Council of Unit Owners of English Country Manor II Condominium
Resolution

**Authorizing Electronic Transmission of Information, Notices of Meetings
and Electronic Submission of Votes or Proxies**

WHEREAS, Article , Section of the Bylaws of Council of Unit Owners of English Country Manor II Condominium (the "Bylaws") assigns to the Board of Directors all powers and duties necessary for the administration of the affairs of the Council of Unit Owners of English Country Manor II Condominium (the "Council") and provides that the Board of Directors may do all such acts and things, except those matters that the Board is prohibited from doing by law or the Council's governing documents; and

WHEREAS, the Council, in accordance with Section 11-139.1 of the Maryland Condominium Act (the "Act"), may provide notice of a meeting or deliver information to a Unit Owner by electronic transmission if the Board of Directors gives the Council the authority to provide notice of a meeting or deliver information by electronic transmission; and

WHEREAS, the Board of Directors, in accordance with Section 11-139.2 of the Act, may authorize Unit Owners to submit a vote or proxy by electronic transmission if the electronic transmission contains information that verifies that the vote or proxy is authorized by the Unit Owner or Unit Owner's proxy.

NOW, THEREFORE, BE IT RESOLVED that the Council's Board of Directors hereby adopts the following policies:

Notice and Delivery By Electronic Transmission

1. The Council is authorized to provide notice of meetings and deliver information to a Unit Owner by electronic transmission. This authorization is contingent upon:
 - A. The Unit Owner giving the Council prior written authorization to provide notice of a meeting or deliver information by electronic transmission; and
 - B. An officer or agent of the Council certifying in writing that the Council has provided notice of a meeting or delivered material or information as authorized by the Unit Owner.
2. Notice or delivery by electronic transmission shall be considered ineffective to a Unit Owner if:
 - A. The Council is unable to deliver two consecutive notices to that Unit Owner; and
 - B. The inability to deliver the electronic transmission becomes known to the person responsible for sending the electronic transmission.

Voting By Electronic Transmission

3. Unit Owners may submit a vote or proxy by electronic transmission. This authorization is contingent upon:
- A. The electronic transmission containing information that verifies that the vote or proxy is authorized by the Unit Owner or Unit Owner's proxy.
 - B. In any matter where the governing documents of the Council require voting by secret ballot, and the anonymity of voting by electronic transmission cannot be guaranteed, voting by electronic transmission shall be permitted if Unit Owners have the option of casting anonymous printed ballots.

The foregoing Resolution is hereby adopted on this 18th day of December 2018, by the Board of Directors of Council of Unit Owners of English Country Manor II Condominium

Michael Xany
Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Council of Unit Owners of English Country Manor II Condominium

Balance Sheet and Income/Expense
Statement



12/10/2019
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0136 English Country Manor II Condominium
Balance Sheet (ASBS)
11/30/2019

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c/o WPM Real Estate Management
11433 Cronridge Drive
Owings Mills MD 21117

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ASSETS			
	Cash		
10100.CAB	Operating Checking Comm Assoc Bank (CAB)	8,022.15	✓
12020.CAB	Reserve - General	88,418.94	✓
12020.CAB2	Reserve - Clock Tower	48,644.23	✓
12020.CAB3	Reserve - Contingency	3,699.04	✓
12020.CAB4	Reserve - Retaining Wall	24,551.48	✓
12020.CAB5	Reserve - Road	29,512.30	✓
12020.CAB6	Reserve - Roof	41,666.78	✓
12020.CAB7	Reserve - Garage	2,675.87	✓
12020.REV	Reserve Revere Bank	87,051.75	✓
	Total Cash		334,242.54
	Other Assets		
14000	Assessments Receivable	66,493.30	✓
	Total Other Assets		66,493.30
	TOTAL ASSETS		<u>400,735.84</u> ✓
	LIABILITIES & EQUITY		
	Liabilities		
20010	Prepaid Owner Assessments	24,728.66	✓
	Total Liabilities		24,728.66
	Reserves		
30000	Beginning Reserves	311,403.42	✓
30100	Reserve Contribution	77,802.03	✓
30200	Reserve - Interest Posted	1,981.29	✓
32000.C260	Clock Tower	(43,736.35)	
32000.G050	Garage	(6,830.00)	
32000.R750	Roof	(14,400.00)	
	Total Reserves		326,220.39 ✓
	Equity		
36000	Retained Earnings	102,217.56	✓
	Current Year Net Income/(Loss)	(52,430.77)	✓
	Total Equity		49,786.79
	TOTAL LIABILITIES AND EQUITY		<u>400,735.84</u> ✓

c/o WPM Real Estate Management
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Description	Current Mont			Year-to-Date			Yearly Budget	
	Actual	Budget	Variance	Actual	Budget	Variance		
INCOME								
41000	Assessments	58,240	58,240	0	640,640	640,640	0	698,880
41065	Garage Assessment	380	380	0	4,180	4,180	0	4,560
41066	ECM I Reimbursement	0	1,250	(1,250)	7,605	13,750	(6,145)	15,000
41990	Bad Debt	0	0	0	(837)	0	(837)	0
42210	Late Fees	345	167	178	2,954	1,837	1,117	2,000
42270	Fines	0	0	0	50	0	50	0
42300	Unit Maintenance Charges	420	0	420	10,744	0	10,744	0
42820	Insurance Proceeds	0	1,250	(1,250)	0	13,750	(13,750)	15,000
42830	Reimburse For Insurance	0	417	(417)	20,000	4,587	15,413	5,000
44001	Interest On Checking	1	0	1	27	0	27	0
44070	Interest On Collections	0	0	0	1,623	0	1,623	0
	TOTAL INCOME	59,386	61,704	(2,318)	686,986	678,744	8,242	740,440
EXPENSES								
Utilities								
51500	Electric	967	1,500	533	10,401	16,500	6,099	18,000
51600	Water Consumption	12,475	10,140	(2,335)	145,267	111,540	(33,727)	121,675
51620	Sewage Usage	9,591	6,083	(3,508)	88,757	66,913	(21,844)	73,000
	Total Utilities	23,033	17,723	(5,310)	244,426	194,953	(49,473)	212,675
Repairs & Maintenance								
52000	General Repairs & Maint.	4,839	3,833	(1,006)	35,976	42,163	6,187	46,000
52000.CS	General R&M - Cost Share	0	792	792	9,396	8,712	(684)	9,500
52000.GR	General R&M - Garage	0	83	83	1,050	913	(137)	1,000
52364	ECM I Cost Share	0	5,833	5,833	63,671	64,163	492	70,000
52400	Emergency Clean Up	0	333	333	0	3,663	3,663	4,000
52480	Extermination	165	50	(115)	2,625	550	(2,075)	600
52695	Gutter/Siding Repairs	0	0	0	11,909	4,000	(7,909)	4,000
52780	Landscaping	0	0	0	2,121	2,100	(21)	2,550
52890	Operating Contingencies	0	417	417	0	4,587	4,587	5,000
52910	Painting	0	0	0	18,765	20,000	1,235	20,000
52990	Plumbing Repairs	0	0	0	10,980	0	(10,980)	0
53090	Road Repair & Maint.	0	625	625	8,675	6,875	(1,800)	7,500
53100	Roof Repair	0	208	208	1,071	2,288	1,217	2,500
53110	Roof Reserve Expense	0	683	683	0	7,513	7,513	8,200
53199	Sprinkler Inspections	0	58	58	415	638	223	700
53200	Sprinkler Repair & Maint.	0	83	83	143	913	771	1,000
55020	Electrical Supplies	0	125	125	0	1,375	1,375	1,500
55160	Maintenance Supplies	17	67	50	1,644	737	(907)	800
	Total Repairs & Maintenance	5,021	13,190	8,169	168,442	171,190	2,748	184,850
Contracted								
57230	Fire Alarm Inspection	1,615	0	(1,615)	3,126	2,000	(1,126)	2,000
57460	Janitorial - Building	1,000	1,292	292	12,800	14,212	1,412	15,500
57510	Lawn Contract	3,029	2,479	(550)	23,411	22,311	(1,100)	24,790
57720	Snow Removal	0	0	0	14,506	26,250	11,744	35,000
57850	Tree Maintenance	0	0	0	3,795	3,800	5	5,000
	Total Contracted	5,644	3,771	(1,873)	57,638	68,573	10,935	82,290
Administrative								
60100	Collection Expense	0	0	0	1,130	0	(1,130)	0
60263	FHA Certification	0	0	0	1,400	0	(1,400)	0
60410	Newsletter	0	0	0	0	0	0	400
60420	Office Supplies	245	125	(120)	2,376	1,375	(1,001)	1,500
60440	Postage	156	125	(31)	1,360	1,375	15	1,500
60600	Website Services	40	40	0	440	440	0	480
	Total Administrative	441	290	(151)	6,706	3,190	(3,516)	3,880
Professionals								

12/10/2019
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0136 English Country Manor II Condominium
Income/Expense Statement (ASPL)
11/30/2019

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c/o WPM Real Estate Management
11433 Cronridge Drive
Owings Mills MD 21117

	Description	Current Month			Year-to-Date			Yearly Budget
		Actual	Budget	Variance	Actual	Budget	Variance	
67000	Accounting	0	0	0	2,650	2,700	50	2,700
67300	Legal	0	1,167	1,167	2,288	12,837	10,549	14,000
67600	Management	4,153	4,153	0	45,683	45,683	0	49,836
	Total Professionals	4,153	5,320	1,167	50,621	61,220	10,599	66,536
	Insurance & Taxes							
68050	Insurance - Master Policy	15,704	15,223	(481)	68,844	65,973	(2,871)	65,973
68350	Common Area - Claim Submitted	0	0	0	0	0	0	6,000
68355	Common Area - Self Insured	0	0	0	0	0	0	4,000
68360	Unit - Claim Submitted	0	0	0	(3,208)	0	3,208	0
68365	Unit - Self Insured	0	0	0	50,856	0	(50,856)	10,000
68800	Income Taxes	0	0	0	0	0	0	500
	Total Insurance & Taxes	15,704	15,223	(481)	116,492	65,973	(50,519)	86,473
	Reserves							
85000	Reserve Contribution	4,628	4,628	0	50,908	50,908	0	55,536
85048	Reserve - Road	1,042	1,042	0	11,458	11,462	4	12,500
85052	Reserve - Retaining Wall	1,083	1,083	0	11,917	11,913	(4)	13,000
85053	Reserve - Roof	833	833	0	9,167	9,163	(4)	10,000
85054	Reserve - Clocktower	762	762	0	8,378	8,382	4	9,140
85058	Reserve - Garage	297	297	0	3,263	3,267	4	3,560
	Total Reserves	8,645	8,645	0	95,091	95,095	4	103,736
	TOTAL EXPENSES	62,640	64,162	1,522	739,417	660,194	(79,223)	740,440
	NET INCOME/(LOSS)	(3,254)	(2,458)	(796)	(52,431)	18,550	(70,981)	0

Council of Unit Owners of English Country Manor II Condominium

Budgets



Account Number		Tot-2019 Budget	2020 Approved \$30/month	
INCOME				
1	41000	Assessments	698,880	779,520
2	41065	Garage Assessments	4,560	4,560
3	41066	ECM I Reimbursement	15,000	15,000
4	41990	Bad Debt	0	0
5	42210	Late Fees	2,000	2,000
	42220	Return Check Fee		
6	42300	Unit Maintenance Charges	0	0
	42820	Insurance Proceeds	15,000	
7	42830	Reimburse For Insurance	5,000	5,000
8	44001	Interest On Checking	0	0
8	44005	Interest On Savings	0	0
			-----	-----
9		TOTAL INCOME	740,440	806,080
EXPENSES				
Utilities				
10	51500	Electric	18,000	18,000
11	51600	Water	121,675	168,000
12	51620	Sewer	73,000	79,356
			-----	-----
13		Total Utilities	212,675	265,356
Repairs & Maintenance				
14	52000	General Repairs & Maint.	46,000	46,000
15	52000.C	General R&M - Cost Share	9,500	9,500
16	52000.G	General R&M - Garage	1,000	1,000
17	52364	ECM I Cost Share	70,000	71,750
19	52400	Emergency Clean Up	4,000	4,000
20	52480	Extermination - non contract	600	1,500
	52695	Guttter/Siding Repairs	4,000	
21	52780	Landscaping	2,550	2,550
22	52890	Operating Contingencies	5,000	5,000
23	52910	Painting	20,000	20,000
24	53090	Road Repair & Maint.	7,500	7,500
25	53100	Roof Repair	2,500	2,500
26	53110	Roofs/Gutters/Downspouts	8,200	12,200
	53199	Sprinkler Inspections-noncontract	700	
27	53200	Sprinkler Repair & Maint.	1,000	1,000
28	55020	Electrical Supplies	1,500	1,500
29	55160	Maintenance Supplies	800	800
			-----	-----
30		Total Repairs & Maintenance	184,850	186,800
Contracted				
31	57210	Exterminating	0	1,980

Account Number		Tot-2019 Budget	2020 Approved \$30/month
57230	Fire Alarm Inspection		2,000
32 57240	Fire Alarm Monitoring	0	1,000
33 57740	Sprinkler Inspection	2,000	3,000
34 57460	Janitorial - Building	15,500	15,500
35 57510	Lawn Contract	24,790	24,790
36 57720	Snow Removal	35,000	35,000
37 57850	Tree Maintenance	5,000	5,000
		-----	-----
38	Total Contracted	82,290	88,270
	Administrative		
39 60100	Collection Expense	0	1,200
40 60410	Newsletter	400	0
41 60420	Office Supplies	1,500	1,500
42 60440	Postage	1,500	1,500
43 60600	Website Services	480	480
		-----	-----
44	Total Administrative	3,880	4,680
	Professionals		
45 67000	Accounting	2,700	2,700
46 67300	Legal	14,000	12,000
47 67600	Management	49,836	51,331
		-----	-----
48	Total Professionals	66,536	66,031
	Insurance & Taxes		
49 68050	Insurance - Master Policy	65,973	68,707
50 68350	Common Area - Claim Submitted	6,000	5,000
51 68355	Common Area - Self Insured	4,000	7,500
52 68360	Unit - Claim Submitted	0	2,000
53 68365	Unit - Self Insured	10,000	7,500
54 68800	Income Taxes	500	500
		-----	-----
55	Total Insurance & Taxes	86,473	91,207
	Reserves		
56 85000	Reserve Contribution	55,536	55,536
57 85048	Reserve - Road	12,500	12,500
58 85052	Reserve - Retaining Wall	13,000	13,000
59 85053	Reserve - Roof	10,000	10,000
60 85054	Reserve - Clocktower	9,140	9,140
61 85058	Reserve - Garage	3,560	3,560
		-----	-----
62	Total Reserves	103,736	103,736
		-----	-----
63	TOTAL EXPENSES	740,440	806,080
		-----	-----
64	NET INCOME/(LOSS)	0	0
		=====	=====

Account
Number

	Tot-2019 Budget	2020 Approved \$30/month
		0.00
loss / 224 annual		0.00

Council of Unit Owners of English Country Manor II Condominium

Bylaws



AMENDMENT TO BYLAWS OF ENGLISH COUNTRY MANOR II CONDOMINIUM

THIS AMENDMENT TO BYLAWS OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 27th day of December, 1996, by the Council of Unit Owners of English Country Manor II Condominium (hereinafter referred to as the "Council").

WHEREAS the Declaration and By-Laws of English Country Manor Condominium were recorded among the Land Records of Harford County, Maryland in Liber 2025, Folio 050-1-191, creating English Country Manor II Condominium;

WHEREAS, the Council on November 5, 1996, by the requisite vote of the Unit Owners resolved to and did amend the By-Laws of Condominium;

NOW, THEREFORE, WITNESSETH, that the aforementioned By-Laws be in they are hereby amended to provide as follows:

(1) That Article II, Section 4 is amended by deletion of the first sentence, and the following provision is enacted in lieu thereof:

The Council shall hold each year, an annual meeting of the Unit Owners for the election of Directors and the transaction of any business within the powers of the Condominium, at 7:00 PM on the first Tuesday in March in each year, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Sunday or legal holiday.

(2) That Article II, Section 11 is amended by deletion of first (2) sentences and the following provision is enacted in lieu thereof:

In all meetings of the Council, every Unit Owner shall have the right to vote. If more than one person is the owner of a Unit, or if a corporation is the owner of a Unit, the vote for each Unit shall be exercised as those persons themselves determine and shall advise the Secretary prior to the meeting. In the absence of such advice, the Unit's vote will be suspended in the event more than one person seeks to exercise it. In no event shall more than one vote be cast per Unit. All elections to the Board shall be by written ballot, and candidates receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted. Each Unit Owner(s) may cast one vote for each of the directors to be elected.

(3) That Article III, Section (3) is amended by deletion of its second sentence, and the following provision enacted in lieu thereof:

At the annual meeting of the Council to be held in March, 1997, the Unit Owners shall elect seven (7) directors. The term of office shall be two (2) years for the four (4) elected directors seven (7) directors. The term of office shall be two (2) years for the remaining three (3) elected directors receiving the highest cumulative number of votes and the remaining three (3) elected directors shall be elected for a one (1) year term. At each annual meeting thereafter, beginning in 1998, the term of office for all directors shall be two (2) years.

3.00
28.00
22.00
REC'DING FEE
10.00
TOTAL
316.00
316.00
316.00
Jan 31, 1997
RE:06 PM

14182787652 P.04
TO SISKIND, BURCH, GRADY & ROSEN FROM 11:23 1996-23-DEC

LIBER 480 FOLIO 810

IN WITNESS WHEREOF, the Secretary of the Board of Directors of the Council of Unit Owners certified that he/she is the officer designated in the aforementioned By-Laws to count

Section must be complied by the new tenant(s) or Unit Owner. Amendment will be permitted to continue the present occupancy of the Unit. However, upon sale exceeding the prescribed limitation on number of occupants at the time of enactment of this the right to increase the number of additional occupants for the tenant or owner. Unit Owners bedroom Units shall have no more than 4 occupants. Enclosure of a screened porch shall not permit one bedroom Units with a den or sun room are permitted no more than 3 occupants. (2) two of rational origin, however, the number of occupants per Unit is limited as follows: owners of (1) No such restriction shall be based upon age, race, religion, family composition, sex or place

provision is enacted in lieu thereof. (7) Article VII, Section 3 is amended by deletion of its second sentence and the following

lease. imposed by the Declaration, By-Laws, Rules and Regulations enforced at the time of signing said tenant to observe all rules and regulations of the Board of Directors and all restrictions and conditions occupants and/or on the basis whether such lease contains covenants obligating the Unit Owner's approve or disapprove any lease based on failure to comply with the limitation on number of occupants described in Section 3 of this Article, as amended. The Board of Directors shall number clearly identify the full names of all tenants/occupants and must comply with the limitation on (1) year, submitted to the Board of Directors for its approval, shall be for a term of not less than one (1) year. If any Unit Owner shall lease his/her Unit, such lease shall be in writing, shall be first be

following provision is enacted in lieu thereof. (6) That Article VII, Section 2 is amended by deletion of its first and second sentences, and the

directors. The Board of Directors shall choose a President from among the Directors who has served a minimum of one (1) year on the preceding Board, and a Secretary and Treasurer who need not be

provision is enacted in lieu thereof. (5) That Article IV, Section 1 is amended by deletion of its first sentence, and the following

but in no case less than four (4) directors, shall constitute a quorum for the transaction of business. At all meetings of the Board of Directors, fifty percent (50%) of the entire Board of Directors,

provision is enacted in lieu thereof. (4) That Article III, Section 7 is amended by deletion of its first sentence, and the following

the votes at a meeting of the Council and that the foregoing By-Law Amendment was approved by unit owners having the required percentage of votes of the Council.

WITNESS:

COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR II CONDOMINIUM

BY: [Signature] SECRETARY

[Signature] PRESIDENT

I HEREBY CERTIFY, that on this 27th DAY OF December, 1996, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared [Signature] who acknowledged that he/she is the Secretary of the Board of Directors of the Council of Unit Owners of English Country Manor II Condominium, and that he/she, as Secretary, being authorized so to do, executed the foregoing instrument herein contained by signing for the Condominium by himself/herself as Secretary.

AS WITNESSETH, I have herunto set my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 4/1/00

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

[Signature]
BRUCE D. BROWN

RETURN TO:

BRUCE D. BROWN, ESQUIRE
2 E. Fayette Street
Baltimore, Maryland 21202

0036001/amkdlmg

SR

AMENDMENT TO BY-LAWS OF
 ENGLISH COUNTRY MANOR II CONDOMINIUM

THE FIDELITY & SURETY COMPANY
 RECORDING FEE \$20.00
 TOTAL \$20.00
 Rpt # 12392 Rpt # 12392
 JAN 16 10 48 56 AM '03
 JAN 27 2003 11:15 am

CONDOMINIUM, made this Thursday day of January, 2003 by the Council of Unit Owners of English Country Manor II Condominium, hereinafter referred to as "Council".

WHEREAS, the Declaration and By-Laws of English Country Manor II Condominium were recorded among the Land Records of Harford County, Maryland, in Liber 2025, folio 1049, et seq., creating English Country Manor II Condominium; and

WHEREAS, the Council on the 7th day of January, 2003, by the requisite vote of the Unit Owners resolved to and did amend the By-Laws of the Condominium;

NOW, THEREFORE, WITNESSETH:

That the aforementioned By-Laws be and they hereby are amended, by adding the following and renumbering former Sections 2, 3, and 4 as new Sections 3, 4, and 5:

Article IX Section 2

(A) (1) The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.

(1) A property insurance deductible is not a cost of repair or replacement in excess of insurance proceeds.

(B) If the cause of any damage to or destruction of any portion of the condominium originates from the Common Elements, the Council of Unit Owners properly insurance deductible is a common expense.

(C) (1) If the cause of any damage to or destruction of any portion of the condominium originates from a unit, the Council of Unit Owners properly insurance deductible is a common expense.

(1) These Bylaws specifically provide that the owner of the unit where the cause of the damage or destruction originated is responsible for the Council of Unit Owners responsibility insurance deductible; however, the unit owners responsibility may not exceed \$1,000.

(1) The Council of Unit Owners properly insurance deductible amount exceeding the \$1,000 responsibility of the unit owner is a common expense.

(D) In the same manner as provided under 11-110 of the Act, the Council of Unit Owners may make an annual assessment

11/25/02
15352\cm11\insurance by-law amendment

against the unit owner responsible under subparagraph (c) of this Section.

IN WITNESS WHEREOF, the Secretary of the Board of Directors of English Country Manor II Condominium, the unincorporated Council of Unit Owners of English Country Manor II Condominium, certified that he/she is the Officer designated in the aforementioned By-Laws to count the votes at a meeting of the Council of Unit Owners and that the foregoing By-Laws Amendment was approved by unit owners having the required percentage of the votes of the Council of Unit Owners.

WITNESS:
Myra Ann Strayhorn
President
BY: *Myra Ann Strayhorn*
Secretary
English Country Manor II Condominium

STATE OF MARYLAND
to wit)
County of HARFORD)

I HEREBY CERTIFY, that on this 9th day of January, 2003, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared R. Wayne White, who acknowledged that he/she is the Secretary of the Board of Directors of English Country Manor II Condominium and that he/she, as Secretary, being authorized to do so, executed the foregoing instrument herein contained by signing for the Condominium by himself/~~herself~~ as Secretary.

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

[NOTARY SEAL]

Helena Virginia McLenore
Notary Public
Printed Name of Notary Public
Helena Virginia McLenore

Commission Expires: 5-06

I Herby Certify that this instrument was prepared by or under the supervision of a Maryland attorney.

Michael H. Mannes
Michael H. Mannes, Esq.

MAIL TO: Michael H. Mannes
Michael H. Mannes, P.A.
108 Water Street - Suite 200
Baltimore, Maryland 21202-1001

2017

THIRD AMENDMENT TO BY-LAWS

OF

ENGLISH COUNTRY MANOR II CONDOMINIUM

TRF FD SURE \$	20.00
RECORDING FEE	20.00
TOTAL	40.00
Reg# HA03	RCF# 35474
JJK JK	BK 3919
May 22, 2007	10:12 am

This Third Amendment to the By-Laws of ENGLISH COUNTRY MANOR II CONDOMINIUM, having its principal office at 2741-C Fallston Road, Fallston, Maryland 21047, is made by the Council of Unit Owners of English Country Manor II Condominium, an unincorporated association (the "Condominium"), on this 16 day of May, 2007.

WITNESSETH:

Pursuant to the By Laws of English Country Manor II Condominium, an unincorporated association, dated October 21, 1993, and recorded among the Land Records for Harford County, Maryland, in Liber No. 2025, page 1082, and as amended by Amendment to By Laws dated December 27, 1996, recorded in Liber No. 2480, page 809, and as amended by Amendment to By-Laws dated January 9, 2003 and recorded in Liber No. 4364, page 752 (collectively, the "By Laws"), and in accordance with the provisions of Article XI thereof, with the affirmative vote of Unit Owners representing seventy-five percent (75%) of the total votes of the Condominium, at a Special Meeting of the Unit Owners held on May 16, 2007 for such purpose, and notice thereof duly given, **Article VII, Section 2 of the By Laws** is hereby amended to instead and to now provide as follows:

ARTICLE VII. USE RESTRICTIONS.

Section 2. Leases.

A. (1) At no time shall there be more than Twenty-two (22) units in the condominium that are Rental Units, as defined in sub-paragraph (2) below.

(2) For purposes of this Article, a "Rental Unit" shall be defined as follows: A condominium unit that is occupied by someone other than the Unit Owner or record and/or their immediate family members, as their principal residence, whether or not there is an agreement for monetary consideration or payment of rent.

(3) A Unit Owner may lease a Unit to a member of their immediate family only (e.g., parent(s) or child(ren), spouses of parents, spouses of children, and grandchildren), whether or not there is an agreement for monetary consideration or payment of rent, and provided all occupants of the Unit are at all times only members of the Unit Owner's immediate family; such lease shall not be subject to the limitations of this Section 2, nor shall such lease or occupancy constitute a violation of this Article.

B. If any Unit Owner shall lease a Rental Unit, such lease shall be in writing, shall be first submitted to the Board of Directors for its prior approval, shall be for a term of not less than one (1) year, must clearly identify the full names of all tenants and occupants in the Rental Unit, and must comply with the limitation on number of occupants described in Section 3 of this Article, as amended. All Unit Owners, and all leases and all tenants or occupants of all units shall be subject to the terms, covenants and conditions of the Declaration, these By Laws, and any other Rules promulgated by the Condominium (collectively, the "Condominium Documents"). The Board of Directors shall approve or disapprove a lease of a Rental Unit based on failure to comply with the limitations on number or relationship of occupants and/or on the basis whether such lease contains covenants obligating the Unit Owner's tenant and all occupants to observe all restrictions and conditions imposed by the Condominium Documents. Any breach or violation of any provision of the Condominium Documents by any tenant or occupant shall constitute a default of the lease. The Unit Owner, and any tenant in default, jointly and severally, shall be directly liable to, and subject to enforcement actions by the Condominium for any violation by any tenant or occupant of any provisions in any of the Condominium Documents. The lease shall recite that copies of the Condominium Documents have been received by the tenant.

C. The lease shall recite that copies of the Condominium Documents have been received by the tenant, and if not, or if a Unit Owner fails to provide these documents to the tenant, the Board of Directors may do so, billing the reasonable cost of same to the Unit Owner. The Board of Directors shall have no right to disapprove a lease except as above provided. If the Unit Owner fails to comply with this Section, such failure to comply shall be a violation of these By-Laws and enforceable at law or in equity by the Board of Directors.

F. Provided that the maximum number of permitted Rental Units has not been met, the Unit Owner of a unit being leased in violation of any provision in this Article will have thirty (30) days from the date of notification of violation by the Board, or its management company, to submit a lease conforming to the requirements in this Section 2, and if the Unit Owner fails to do so, that Unit Owner will be subject to a fine of \$30,000 per day, which shall be a personal obligation of the Unit Owner in default, and which shall also be collected in the same manner as assessments. The Condominium will pursue all legal and/or equitable remedies in accordance with the Declaration and these By Laws, and the Unit Owner shall be liable to the condominium for all costs and

day period. which shall not exceed an additional ninety (90) days from the expiration of the initial ninety (90) provide any reasons for the prior failure to secure one. The Board may grant an extension of time, additional efforts are intended to be undertaken, what additional time period is requested, and may describe the efforts made to secure a tenant, why the additional time is needed, what further or property manager prior to the expiration of the ninety (90) day period. The written request must be received by the Board or its written request for an extension of time. The written request must be received by the Board or its commercially reasonable efforts, the Unit Owner may file with the Board, or its property manager a and tenant within the ninety (90) day period mentioned, despite diligent, good faith and waiting list. Notwithstanding the foregoing, if a Unit Owner is unable to secure an approved lease, or if a lease has not been approved, that Unit Owner will be moved to the bottom of the ninety (90) day period has expired without a tenant occupying a Rental Unit under an approved Owner on the waiting list will be advised in writing that they may proceed, and so forth. Once a expired, and that Unit Owner will be moved to the bottom of the waiting list, and the next Unit lease is not submitted, or has not been approved, that Unit Owner's right to lease the Unit will have which to secure a written lease and submit the lease for prior approval. If after ninety (90) days a lease as a Rental Unit. That Unit Owner will have ninety (90) days from the date of such notice in first listed on the waiting list will be advised in writing that they may proceed to offer their unit for this Article, and that Unit Owner will be moved to the bottom of the waiting list. The Unit Owner expired, and the right to re-lease the subject Rental Unit shall be prohibited, except as provided in not been approved, the right of that Unit Owner to re-lease the subject Rental Unit will have which their tenant vacates the premises to secure another lease. If after ninety (90) days a new lease unit that will hereafter be leased with prior approval, will have ninety (90) days from the date on E. Any unit that is currently leased at the time of the enactment of this Section, and any

come - first served" basis. Owner shall not be permitted to lease or rent the unit, and will be placed on a waiting list, on a "first reply, there are then the maximum number of Twenty-two (22) Rental Units under lease, the Unit within thirty (30) days upon receipt of such inquiry. If at the time of the Unit Owner's inquiry and availability of rental of that Unit. The Board, or its management company, will respond in writing as to the status of the numbers of Rental Units in the Condominium under lease at that time, and the be made to the Board of Directors, or to the management company of the condominium, inquiring D. Prior to a Unit Owner entering into a lease for a Rental Unit, a written request must

J. Any damage caused to the general common elements or to the limited common elements as a result of a tenant or other occupants moving in and/or out of a Rental Unit or any other unit shall be the liability of the Unit Owner, and shall be repaired by the Association, at the cost and expense of the Unit Owner, who shall promptly reimburse the Condominium for such.

I. Notwithstanding the foregoing provisions of this Section 2, upon the written request made to the Condominium by a resident Unit Owner who (1) has listed the Unit for sale and has vacated or will vacate the Unit prior to settlement on the sale of the unit, or (2) has been or will be transferred by his employer or is moving as a result of his employment, and has vacated or will vacate the Unit, or (3) has been or will be hospitalized or institutionalized for an indefinite term, or (4) for other good cause shown, the Condominium may grant the Unit Owner a period of up to six (6) months to lease the Unit in anticipation of a sale or other transfer of the Unit. If the Unit is not sold or transferred within the time granted by the Condominium, then the Unit shall then immediately be considered a Rental Unit, and must be vacated by any tenant or other occupants, and all other provisions of this Section 2 shall immediately apply.

H. Upon any breach or violation by any tenant or occupant of any unit of any provisions of the Condominium Documents, the Condominium, after written notice to the Unit Owner and to the tenant of such violation, and the failure of the Unit Owner or the tenant to correct the same within fourteen (14) days after such notice, or within any extension granted by the Condominium, provided a written request for extension is made within the same fourteen (14) day period, the lease shall be deemed terminated, and the Condominium shall be entitled to exercise the default remedies of any Unit Owner, as the landlord under any such lease, or under law, and shall be entitled to file an action against the tenant, for breach of lease, and for the eviction of the tenant from the unit, or under any other cause of action, and the Unit Owner and the tenant shall be jointly and severally liable to the Condominium for all costs and expenses incurred, including court costs and the Condominium's attorney's fees.

G. In the event that the maximum number of permitted Rental Units has been met and a Unit is thereafter leased in violation of this Article, the offending Unit Owner will have thirty (30) days from the date of notification by the management company to terminate the lease and cease rental of the Rental Unit and have the tenants/occupants removed from the Unit. If the Unit Owner fails to comply with such request, that Unit Owner will be subject to a fine of \$30.00 per day, which shall be a personal obligation of the Unit Owner in default, and which shall also be collected in the same manner as assessments, and the Condominium will proceed with all legal and equitable remedies for the enforcement of this Section and the Condominium Documents, including the right to file an action against the tenant for holding over, and for the eviction of the tenant from the leased Unit. In such event the Unit Owner in default shall be liable to the Condominium for all costs and expenses of enforcement, including all court costs, and all of the Condominium's attorney's fees incurred.

F. In the event that the maximum number of permitted Rental Units has been met and a Unit is thereafter leased in violation of this Article, the offending Unit Owner will have thirty (30) days from the date of notification by the management company to terminate the lease and cease rental of the Rental Unit and have the tenants/occupants removed from the Unit. If the Unit Owner fails to comply with such request, that Unit Owner will be subject to a fine of \$30.00 per day, which shall be a personal obligation of the Unit Owner in default, and which shall also be collected in the same manner as assessments, and the Condominium will proceed with all legal and equitable remedies for the enforcement of this Section and the Condominium Documents, including the right to file an action against the tenant for holding over, and for the eviction of the tenant from the leased Unit. In such event the Unit Owner in default shall be liable to the Condominium for all costs and expenses of enforcement, including all court costs, and all of the Condominium's attorney's fees incurred.

By: *John F. Meeks* (SEAL) Secretary
Print Name: *John F. Meeks*

ATTEST:
THE COUNCIL OF UNIT OWNERS OF
ENGLISH COUNTRY MANOR II
CONDOMINIUM
An unincorporated association

IN WITNESS WHEREOF, this Amendment is executed by the President of the Council of Unit Owners of English Country Manor II Condominium, an unincorporated association, as and for the act of the Condominium.

This Amendment shall be effective on and from the date on which it is recorded among the Land Records for Harford County.

K. Upon renewal of any existing or approved Lease, the Unit Owner is required to provide and shall provide to the Board, or its management company, either a copy of a new Lease or provide written notice that the Lease is being renewed under the same terms to the same tenants and occupants.
L. In no event shall the Condominium, or its Board of Directors, or the Council of Unit Owners have any liability of any kind to any Unit Owner for any claims or damages that any tenant may have against the Unit Owner arising out of a violation of, and the enforcement of, this Article, or any other provision of the Condominium Documents.
M. In all cases where a unit is leased or rented, the Unit Owner shall have the sole obligation and liability for payment of all assessments, fees, charges, or any other sum that may be due to the Condominium by virtue of ownership of the unit, and the Condominium shall not be required to look to the tenant or any other occupant of any unit for payment thereof.

James B. Larrimore, Esq.
SERIO & HIGDON, P.A.
1300 York Road, Suite 110
Lutherville, Maryland 21093
410-828-1946

AFTER RECORDING, RETURN TO:

James B. Larrimore, Attorney



This is to certify that the foregoing Amendment to the By Laws of the English Country Manor II Condominium was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

My Commission Expires: 8-1-2009

WITNESS my hand and Notarial Seal.

of the Condominium by him/herself as President

acknowledged that he/she executed the same for the purposes therein contained by signing the name satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and CONDOMINIUM, an unincorporated association of the State of Maryland, known to me (or of THE COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR II, who acknowledged him/herself to be the President

Notary Public, of the State of Maryland, personally appeared JOHN F. WEEKS, that on this 16th day of May, 2007, before me, a STATE OF MARYLAND, HARFORD COUNTY, to wit:



James B. Larrimore, Notary Public

BY-LAWS

OF

ENGLISH COUNTRY MANOR II CONDOMINIUM

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BY LAWS OF
ENGLISH COUNTRY MANOR II CONDOMINIUM

ARTICLE I.
PLAN OF UNIT OWNERSHIP

SECTION 1. Unit Ownership. The Condominium located in Harford County, Maryland known as "ENGLISH COUNTRY MANOR II CONDOMINIUM" is submitted to the provisions of Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland as amended from time to time. The administration thereof shall be by the Board of Directors herein described, subject to the powers of the owners as herein specified.

SECTION 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. As used in these By-Laws, any term defined in the Declaration shall be deemed to have the meaning ascribed to it therein. In construing these By-Laws, and the government of the Condominium pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland pertaining to the government of non-stock business corporations shall be considered as governing to the extent not inconsistent with the provisions of Sections 11-101, et seq., of the Real Property Article, the Declaration and these By-Laws, the Council of Unit Owners being considered as if it were a non-stock corporation and the Unit Owners being considered as if they were the owners of such non-stock corporation.

SECTION 3. Personal Application. All present and future Owners, Mortgagees, tenants and future tenants, and their employees, and any other person that may at any time use the facilities of the Condominium in any manner are subject to the regulations set forth in these By-Laws and to the declarations set forth in the Declaration to which these By-Laws are attached.

The acquisition or rental of any of the Units or the mere act of occupancy of any of the Units will signify that these By-Laws, as amended from time to time, are accepted, ratified, and will be complied with.

SECTION 4. Incorporation. The Council of Unit Owners is an unincorporated association.

ARTICLE II.
THE COUNCIL OF UNIT OWNERS

SECTION 1. Unit Owners. The Condominium is owned by the Unit Owners, who shall collectively comprise the Council of Unit Owners (the "Council"). No lessee, lien holder, mortgagee, pledge or contract purchaser as such shall have any voting rights with respect to the affairs of the Condominium except as provided by these By-Laws, the Declaration or the Act. The mailing address of the Council shall be 600 Squire Lane, Bel Air, Maryland.

SECTION 2. Voting Rights. The Council shall have the total votes set forth in the Declaration. Voting shall be on a Unit basis and the number of votes that a Unit is entitled to cast shall be one vote for each Unit owned as provided in the Declaration.

SECTION 3. Powers. Subject only to limitations, if any, contained in the Act, the Declaration or these By-Laws, the Council shall have all of the rights and powers which are vested in a council of unit owners by the provisions of the Act and in a nonstick corporation by the provisions of the Corporations and Associations Article of the Annotated Code of Maryland.

SECTION 4. Annual Meetings. The Council shall hold each year, an annual meeting of the Unit Owners for the election of Directors and the transaction of any business within the powers of the Condominium, at 7:00 PM on the first Tuesday in March in each year, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Sunday or legal holiday. The initial meeting of the Council shall be held within 60 days from the date that Units representing fifty percent (50%) of the votes in the Condominium have been conveyed by the Developer to the initial purchasers of Units. Any business of the Condominium may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by the Act, by the Declaration or these By-Laws to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the Condominium's existence or affect the otherwise valid acts of the Council.

SECTION 5. Special Meetings. At any time in the interval between annual meetings, special meetings of the Council may be called by the President or by a majority of the Board of Directors by voting at a meeting or in writing with or without a meeting, or upon a petition signed by Unit Owners representing at least twenty-five percent (25%) of the total votes of the Condominium, as then constituted, having been presented to the Secretary.

SECTION 6. Place of Meetings. All meetings of the Council shall be held at the principal office of the Condominium in Harford County, Maryland, except in cases in which the notice thereof designates some other place.

SECTION 7. Notice of Meetings. Not less than ten (10) days nor more than ninety (90) days before the date of every meeting of the Council, the Secretary shall give to each Unit Owner entitled to vote at such meeting and to each Mortgagee entitled to such notice, written or printed notice stating 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, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when his post office address as it appears on the records of the Condominium, 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 valid proxy, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of the Council, 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 at the meeting.

SECTION 8. Quorum. At any meeting of the Council, a quorum is deemed present throughout the meeting if persons entitled to cast twenty-five percent (25%) of the total number of votes appurtenant to all the Units are present, in person or by proxy, at the commencement of the meeting. In the absence of a quorum, the Unit Owners 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 9. Votes Required. A majority of the votes cast at a meeting of the Council, 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 the Act, the Declaration or by these By-Laws.

SECTION 10. Proxies. A Unit Owner may vote either in person or by proxy executed in writing by the owner or by his duly authorized attorney-in-fact. No proxy shall be valid after 180 days from its date, unless granted to a lessee or to a mortgagee, if allowed by applicable law, in which event it shall be valid as provided therein. It may be revoked sooner by a written notice of revocation filed with the Secretary and shall be revoked by the death of the Unit Owner. Every proxy shall be in writing, subscribed by the owner or his duly authorized attorney, and dated, but need not be sealed, witnessed or acknowledged, and shall be filed with the Secretary before the appointed time of each meeting. No individual may hold and vote a total of more than five (5) proxies.

SECTION 11. Voting. In all meetings of the Council, every Unit Owner shall have the right to vote. If more than one person is the owner of a Unit, or if a

corporation is the owner of a Unit, the vote for each Unit shall be exercised as those persons themselves determine and shall advise the Secretary prior to the meeting. In the absence of such advise, the Unit's vote will be suspended in the event more than one person seeks to exercise it. In no event shall more than one vote be cast per Unit. All elections to the Board shall be by written ballot, and candidates receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted. Each Unit Owner(s) may cast one vote for each of the directors to be elected. At all meetings of Unit Owners, the proxies and ballots shall be received, and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairperson of the meeting. The President of the Council or such other person designated by him to act as chairperson of the meeting shall also count the votes cast on any matter coming before the Council. Unless demanded or ordered by a majority of Unit Owners present, no vote need be by ballot, and voting need not be conducted by inspectors. No Unit Owner may vote, however, if the Council has recorded a statement of condominium lien on his Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

SECTION 12. Informal Action by Unit Owners. Any action required or permitted to be taken at any meeting of the Council may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the Unit Owners entitled to vote on the subject matter thereof, and such consent is filed with the records of the Council.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. Powers. The business and affairs of the Condominium shall be managed by its Board of Directors. The Board of Directors may exercise all the powers of the Condominium and of the Council except such as are by the Act or the Declaration or these By-Laws conferred upon or reserved to the Unit Owners. In particular, but not by way of limitation, the Board of Directors shall be responsible for, and have all necessary powers in connection with, the maintenance, repair and replacement of the Common Elements, designation, hiring and dismissal of the personnel necessary for the good working order of the Condominium and for the proper care of the Common Elements and to provide services for the Condominium. The Board of Directors may delegate any of such responsibilities and powers to the officers of the Condominium, to a manager or managing organization engaged by contract to undertake any of such responsibilities, or both. The Board of Directors, or any officer or officers to whom such power may be delegated, shall have power to take any action necessary or appropriate to enforce payment of all sums, including assessments against Unit Owners, due the Condominium, including the power to enforce any lien for the same.

SECTION 2. Number of Directors. The number of directors of the Condominium shall be an odd number and shall be not less than three (3) nor more than seven (7).

SECTION 3. Election of Directors. Until the initial meeting of the Council and thereafter until successors are duly elected and qualify, the Board shall consist of David M. Tolmie, William Wogatske, and William Fleischer or any successors appointed by the Developer. At the annual meeting of the Council to be held in March, 1997, the Unit Owners shall elect seven (7) directors. The term of office shall be two (2) years for the four (4) elected directors receiving the highest cumulative number of votes and the remaining three (3) elected directors shall be elected for a one (1) year term. At each annual meeting thereafter, beginning in 1998, the term of office for all directors shall be two (2) years. At any meeting of the Council after its initial meeting, duly called and at which a quorum is present, the Unit Owners 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 4. Regular Meetings. After each meeting of the Council 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 Unit Owners at such meeting; and in the event that no other time is designated by the Unit Owners, the Board of Directors shall meet at 12:00 o'clock noon on the day of such meeting, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Saturday, Sunday or a legal holiday. Such first meeting shall be held at such place as may be designated by the Unit Owners, 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 office of the Condominium in Harford County, Maryland. 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 as may be designated from time to time by the Board of Directors.

SECTION 5. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by the Board of Directors by vote at a meeting, or by a majority of the directors in writing with or without a meeting. Such special meetings shall be held at such place or places as may be designated from time to time by the Board of Directors. In the absence of such designation, such meetings shall be held at such places as may be designated in the calls.

SECTION 6. Notice of Meetings. Except as provided in Section 4 of this Article, notice of the place, day and hour of every regular and special meeting shall be given to each director at least two (2) days before the meeting, by delivering the same to him personally, or by sending the same to him by telegraph, or by leaving

the same at his residence or usual place of business, or in the alternative, by mailing prepaid, and addressed to him at his last known post office address, according to the records of the Condominium. 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. Except as provided in Section 11-109.1 of the Act, a meeting of the Board of Directors shall be open. Notice of meetings of the Board of Directors shall be sent to each Unit Owner at least annually.

SECTION 7. Quorum. At all meetings of the Board of Directors, fifty percent (50%) of the entire Board of Directors, but in no case less than four (4) directors, shall constitute a quorum for the transaction of business. Except in cases in which it is by the Act, by the Declaration or by these By-Laws otherwise provided, the vote of a majority of such quorum at a duly constituted meeting 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.

SECTION 8. Compensation. Directors shall not receive any compensation for their services except such as may be authorized or permitted by vote of the Unit Owners.

SECTION 9. Informal Action by Directors. Except for the adoption of an annual budget, 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 10. Committees. The Board of Directors may, by resolution, provide for such 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.

SECTION 11. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may

constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Council at the next annual meeting.

SECTION 12. Removal of Director. At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire Council and a successor may then and there be elected by the Council of Unit Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Council shall be given an opportunity to be heard at the meeting. The term of any Director who has an unreleased Statement of Lien recorded against him shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 11 of this Article.

SECTION 13. Management Agent. The Board of Directors shall employ for the Condominium a professional Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties set out in Section 1 above; provided, however, that such delegation may be terminated by either party without cause or payment of a termination fee on a maximum of ninety (90) days written notice (or such other period as may be provided in Section 11-133 of the Act) and any such contract shall have a maximum term of two (2) years. The Council shall not undertake "self-management" or otherwise fail to employ a professional management agent. The professional management company so employed must have and maintain fidelity bond coverage in an amount equal to or greater than one-and-one-half (1 ½) times the estimated annual operating expenses and reserves of the Condominium.

SECTION 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Council handling or responsible for Council or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

SECTION 15. Budget. The annual budget prepared in accordance with the Act shall be submitted to the Unit Owners at least 30 days before its adoption.

ARTICLE IV. OFFICERS

SECTION 1. Executive Officers. The Board of Directors shall choose a President from among the Directors who has served a minimum of one (1) year on the preceding Board, and a Secretary and Treasurer who need not be directors. The Board of Directors may also choose a Vice President, an Assistant Secretary and an Assistant Treasurer, none of whom need be a Director. Any two of the above mentioned officers, 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 if such instrument be required by the Act, the

Declaration, by the By-Laws or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of owners' next succeeding his election, and until his successor shall have been duly chosen and qualified, or until he shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

SECTION 2. President. The President shall preside at all meetings of the Council and of the Board of Directors at which he shall be present; he shall have general charge and supervision of the business of the Condominium; he may sign and execute, in the name of the Condominium or of the Council, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other office or agent of the Condominium; and, in general, he shall perform all duties incident to the office of president, and such other duties as, from time to time, may be assigned to him by the Board of Directors.

SECTION 3. Vice President. The Vice President, at the request of the President, or in his absence or during his inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. The Vice President shall have such other powers and perform such other duties as may be assigned to him by the Board of Directors or the President.

SECTION 4. Secretary. The Secretary shall keep the minutes of the meetings of the Council and of the Board of Directors in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; he shall be custodian of the records of the Condominium and of the Council; he shall count and record the votes at general and specific meetings of the Council; and in general, he shall perform all duties incident to the office of secretary, and such other duties as, from time to time, may be assigned to him by the Board of Directors or the President.

SECTION 5. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Condominium, and shall deposit, or cause to be deposited, in the name of the Council, all moneys or other value effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Condominium, and, in general, he shall perform all the duties incident to the office of treasurer, and such other duties as may be assigned to him by the Board of Directors or the President.

SECTION 6. Assistant Officers. The Assistant Secretary shall have such other duties as may from time to time be assigned to him by the Board of Directors

or the Secretary. The Assistant Treasurer shall have such duties as may from time to time be assigned to him by the Board of Directors or the Treasurer.

SECTION 7. Compensation. The Board of Directors shall have power to fix the compensation of all officers of the Council.

SECTION 8. Removal. Any officer or agent of the Council may be removed by the Board of Directors whenever, in its judgment, the best interest of the Condominium will be served thereby, but such removal shall be without prejudice to the contractual rights, if any of the person so removed.

ARTICLE V.
LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. Limitation of Directors' and Officers' Liability. No Director or Officer, in his capacity as such, shall, except in the event of his own individual willful misconduct or gross negligence in the performance of his duties, be liable (i) for any failure by the Council to obtain or pay for any service which is to be obtained hereunder, or for any injury or damage to persons or property caused by the elements or any Unit Owner or other person, or resulting from the leakage or flow of electricity, gas, water, rain, or dust from the outside of the Building, from any Unit, from any pipe, drain, conduit, appliance, equipment or other place; (ii) to any Unit Owner or other person under any agreement, deed, lease, mortgage, other instrument or transaction entered into by him on behalf of the Council or the Unit Owners in the performance of his duties; (iii) in tort or otherwise, directly or indirectly, to any Unit Owner or any person by virtue of his good faith act or failure to act; or (iv) arising out of the use, misuse or condition of the Common Elements, or in any other way as a result or by virtue of his performance of his duties.

Each Director and Officer, in his capacity as such, and his heirs and personal representatives shall be indemnified by the Council against all liability and expense (including, by way of example rather than of limitation, that of reasonable attorneys fees), which are reasonable imposed upon or incurred by him in connection with any proceeding in which he is involved by reason of his being or having been a Director or Officer, or in connection with any settlement thereof, and (with respect to such expense) whether or not he is a Director or Officer at the time such expense is incurred, except for any such liability imposed or expense incurred in connection with any such proceeding in which the Director or Officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duties; provided, that the foregoing provisions of this paragraph shall not be applicable to any such liability or expense assumed or incurred as the result of a settlement of such proceeding unless the Board of Directors (with such Director abstaining), acting upon the advice of its legal counsel, approves such settlement and reimbursement as being in the Council's best interests. Any amount paid by the Council pursuant to the foregoing provisions of this paragraph shall be part of the Common Expenses. Nothing in the

foregoing provisions of this paragraph shall be deemed to alter or impair any right to indemnification to which such Director or Officer is entitled under applicable law, by authorization of the Council or the Board of Directors, or otherwise.

SECTION 2. Common or Interested Directors.

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

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

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

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

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

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

ARTICLE VI.
OBLIGATIONS OF THE OWNERS

SECTION 1. Annual Condominium Fees/Assessments.

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

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

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

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

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

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

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

(7) The estimated cost of repairs, maintenance and replacements of the Condominium including General and Limited Common Elements (except those Limited Common Elements described in Article VII, Section 5 of these By-Laws), to be made by the Council;

(8) The cost of all operating expenses, repairs, maintenance and replacements for public walkways, trash and utility closets, if any; and

(9) The Condominium's proportionate share of the cost of operating, maintaining and repairing the swimming pool and the manor house (the "Adjacent Facilities"), which are common elements in the adjacent condominium known as English Country Manor Condominium (the "Phase I Condominium") created by recordation of a Declaration dated August 7, 1990 and recorded among

the Land Records of Harford County in Liber 1650, folio 79, as amended, and accompanying plats, including, without limitation, insurance and reserves relating thereto (the "Adjacent Facility Costs").

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

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

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

(e) The portion of Assessments attributable to Adjacent Facility Costs shall be paid monthly, within ten (10) days of the start of the month, to the council of unit owners of the Phase I Condominium. In the event that Assessments are not all timely paid or are not all paid in full, the full sum of Adjacent Facility Costs then due the Phase I Condominium shall nonetheless be paid in full; provided, however, the Council shall advise the council of unit owners of the Phase I Condominium of the names of Unit Owners whose Assessments are delinquent and the Phase I Condominium shall have the right to prohibit such Units Owners from using the Adjacent Facilities until they pay to the Council all unpaid Assessments, or portions thereof, together with interest, late charges and actual costs of collection, including reasonable attorney's fees.

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

unexpected repair or replacement of a described capital improvement located upon the Condominium, as then constituted, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate. The Developer shall not be required to pay any such special assessment levied against Units which it owns subsequent to the recordation of the Declaration and these By-Laws. Any expenditure made other than those made because of conditions which, if not corrected, could result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the condominium, that would result in an increase in the amount of Assessments for the current fiscal year of the Condominium in excess of fifteen percent (15%) of the budgeted amount previously adopted, shall be approved by an amendment to the budget adopted at a special meeting, upon not less than ten (10) days written notice to the Council of Unit Owners.

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

SECTION 4. Working Capital Fund. A working capital fund shall be established in a separate account within sixty (60) days after the date of the conveyance of the first Unit to meet the initial operating expenses of the Condominium. Such fund shall be in an amount equal to two-twelfths (2/12) of the total projected Common Expenses as set forth in the Declaration. The funds shall be deposited in a special account in the same manner as provided in Section 3 above. The funds deposited in the working capital fund may be transferred to the general account of the Council, by appropriate resolution of the Board of Directors, upon the sale of at least fifty percent (50%) of the Units comprising the Condominium.

SECTION 5. Non-Payment of Assessment.

(a) Any Assessments levied upon the Unit Owner, together with interest, late charges and actual costs of collection, including reasonable attorney's fees, shall become a lien on said Unit upon the recording in the Land Records of Harford County, Maryland of a "Statement of Lien" in accordance with the provisions of Sections 14-201, et seq., of the Real Property Article (hereinafter the "Maryland Contract Lien Act"), as incorporated by Section 11-110 of the Act, or upon compliance with such other requirements as may be imposed by the Act, from time to time. Any individual obligations incurred by Unit Owners to the Condominium shall be paid promptly as billed, subject to late charges for delinquency as determined by the Board of Directors.

(b) Each Unit Owner shall be personally liable for the payment of each Assessment (or each installment there, if payable in installments) which becomes due with respect to a Unit either (i) while he is the Unit Owner thereof, or (ii) prior to his having become the Unit Owner thereof if either (1) a statement of lien with respect to such Assessment is recorded among the Land Records prior to his having become the Unit Owner thereof, or (2) he became the Unit Owner thereof other than by a "grant for value", as that term is used in the Act. A Unit Owner may not avoid such liability by (i) waiving any right to the use of the Common Elements or the Adjacent Facilities or otherwise which he holds under the provisions of the Act, the Declaration, these By-Laws or otherwise, (ii) abandoning or otherwise terminating his use of such Unit, or (iii) conveying the title to such Unit after the same becomes due.

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

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

(e) The Board of Directors shall have the authority to impose such late charges and/or fines as it deems appropriate.

SECTION 6. Assessment Certificates. The Council shall, upon demand, furnish to any Unit Owner liable for an Assessment, special assessment, fine, or other charge levied pursuant to these By-Laws (or to any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council or its agent, setting forth the status of the Assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment, therein stated to have been paid. A charge not exceeding twenty-five

dollars (\$25.00) may be levied in advance by the Council for each certificate so delivered.

SECTION 7. Acceleration of Installments. Upon any Unit Owner's default in the payment of a monthly installment of any Assessment, special assessment, fine, or other charge levied and due pursuant to these By-Laws, the entire balance of said Assessment, or special assessment still due for that fiscal year and/or any said fine or charge may be accelerated at the option of the Board of Directors, and be declared due and payable in full. Notwithstanding the preceding sentence, such declaration by the Board of Directors may not be enforceable unless the Board of Directors, acting in accordance with Section 11-110 of the Act, notifies said Unit Owner within fifteen (15) days of his default that failure to pay the then due monthly installment within fifteen (15) days of the notice shall result in an acceleration of the remaining balance and shall constitute a lien on the Unit as provided in Section 5 of this Article.

SECTION 8. Enforcement. The lien for any unpaid Assessment, special assessment, fines, or other charges may be enforced and foreclosed by the Council or any other person specified in the By-Laws, in the same manner, and subject to the same requirements, as the foreclosure of the mortgages or deeds of trust on real property in the State of Maryland. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid Assessments may be maintained without waiving the lien securing the same. No action may be brought to foreclose the lien unless brought within three (3) years following the recordation of the Statement of Lien. No action may be brought to foreclose the lien except after ten (10) days written notice to the Unit Owner given by registered mail, return receipt required, to the address of the Unit Owner shown on the books of the Council of Unit Owners.

SECTION 9. Maintenance and Repair.

(a) Every Unit Owner shall perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Common Elements, or any other Unit, such owner being expressly responsible for the damages and liabilities his failure to do so may engender.

(b) All the repairs of internal installations of the Unit such as plumbing, wire, pipes or conduits for water, light, power, telephones, doors, windows, lamps and all other accessories belonging to the Unit areas shall be at the Unit Owner's expense.

(c) A Unit Owner shall reimburse the Council for any expenditures over and above any amounts received under any policy of insurance incurred by the Council in repairing or replacing any Common Elements damaged through the Unit Owner's fault.

(d) Every Unit Owner shall be responsible for maintenance, repair and replacement of the improvements, machinery and equipment appurtenant to his Unit which are designated Limited Common Elements in the Declaration and Article VII, Section 5 of these By-Laws. No such maintenance, repair or replacement costs shall be considered Common Expenses, as that term is defined in the Declaration.

SECTION 10. Destruction of Buildings.

(a) In the event of the destruction of any part or all of the Building, such destroyed part or parts shall be rebuilt unless such destruction amounts to more than two-thirds in value of the total value of the Building. In such rebuilding the proceeds of any casualty insurance shall be used to the extent available, being allocated by the Board to the Units, and Common Elements, damaged or destroyed, in proportion to the cost of restoring each such improvement or facility. Costs in excess of such Proceeds shall be paid as to each Unit by the Unit Owner thereof and as to the Common Elements by assessment as for repairs to such elements.

(b) In the event of the destruction of any part or all of the Building amounting to more than two-thirds in value of the total value of the Building, the damage and destruction shall not be restored if every Unit Owner and every first Mortgagee does not agree thereto at any Council meeting called to consider the question of such restoration. Upon such restoration, the costs shall be paid as provided in (a) above. If the Building is not restored following such destruction, the Condominium shall be subject to an action for partition at the suit of any Unit Owner as if owned in common. In the event of such suit, the net proceeds of sale, together with the net proceeds of any fire or other insurance payable as a result of such destruction shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Expenses, and shall be distributed in accordance with the priority of interests in each Unit.

SECTION 11. Internal Alterations to Units. A Unit Owner shall not make structural modifications or alterations in his Unit or installations located therein unless he has previously fully informed the Council in writing through the President of the Board of Directors and received no objection thereto. The Council shall have the obligation to answer within thirty (30) days, and failure to do so within that time shall mean that there is no objection to the proposed modification or alteration.

SECTION 12. Right of Entry. The Council and the Management Agent, if any, and their agents and employees, shall have an irrevocable right and easement to enter Units to make repairs to that Unit, at the cost of the Unit Owner of that Unit, when repairs reasonable appear to be necessary for public safety, to prevent damage to property other than that Unit or to prevent a state of disrepair from destroying the visual unity of the Condominium, and to restore any part of the Condominium. Such entry to a Unit shall only be made after twenty-four (24) hours notice given to the Unit Owner, except in the event of an emergency in which event

entry may be made without prior notice, whether or not the Unit Owner is present at the time of such entry.

ARTICLE VII.
USE RESTRICTIONS

SECTION 1. Residential Use. All Units shall be used for residential purposes exclusively except for such temporary non-residential uses as may be permitted from time to time by the Board of Directors and by State and Local Laws. Nothing in these By-Laws shall be construed to prohibit the Developer from either using Units which the Developer owns or leases from others for (i) promotional or display purposes as 'Models,' or (ii) from leasing any Unit or Units which Developer owns, or (iii) as a rental or management office.

SECTION 2. Leases.

A. (1) At no time shall there be more than Twenty-two (22) units in the condominium that are Rental Units, as defined in sub-paragraph (2) below.

(2) For purposes of this Article, a "Rental Unit" shall be defined as follows: A condominium unit that is occupied by someone other than the Unit Owner of record and/or their immediate family members, as their principal residence, whether or not there is an agreement for monetary consideration or payment of rent.

(3) A Unit Owner may lease a Unit to a member of their immediate family only (e.g., parent(s) or child(ren), spouses of parents, spouses of children, and grandchildren), whether or not there is an agreement for monetary consideration or payment of rent, and provided all occupants of the Unit are at all times only members of the Unit Owner's immediate family, such lease shall not be subject to the limitations of this Section 2, nor shall such lease or occupancy constitute a violation of this Article.

B. If any Unit Owner shall lease a Rental Unit, such lease shall be in writing, shall be first submitted to the Board of Directors for its prior approval, shall be for a term of not less than one (1) year, must clearly identify the full names of all tenants and occupants in the Rental Unit, and must comply with the limitation on number of occupants described in Section 3 of this Article, as amended. All Unit Owners, and all leases and all tenants or occupants of all units shall be subject to the terms, covenants and conditions of the Declaration, these By Laws, and any other Rules promulgated by the Condominium (collectively, the "Condominium Documents"). The Board of Directors shall approve or disapprove a lease of a Rental Unit based on failure to comply with the limitations on number or relationship of occupants and/or on the basis whether such lease contains covenants obligating the Unit Owner's tenant and all occupants to observe all restrictions and conditions imposed by the Condominium Documents. Any breach or violation of any provision

of the Condominium Documents by any tenant or occupant shall constitute a default of the lease. The Unit Owner, and any tenant in default, jointly and severally, shall be directly liable to, and subject to enforcement actions by the Condominium for any violation by any tenant or occupant of any provisions in any of the Condominium Documents. The lease shall recite that copies of the Condominium Documents have been received by the tenant.

C. The lease shall recite that copies of the Condominium Documents have been received by the tenant, and if not, or if a Unit Owner fails to provide these documents to the tenant, the Board of Directors may do so, billing the reasonable cost of same to the Unit Owner. The Board of Directors shall have no right to disapprove a lease except as above provided. If the Unit Owner fails to comply with this Section, such failure to comply shall be a violation of these By-Laws and enforceable at law or inequity by the Board of Directors.

D. Prior to a Unit Owner entering into a lease for a Rental Unit, a written request must be made to the Board of Directors, or to the management company of the Condominium, inquiring as to the status of the numbers of Rental Units in the Condominium under lease at that time, and the availability of rental of that Unit. The Board, or its management company, will respond in writing within thirty (30) days upon receipt of such inquiry. If at the time of the Unit Owner's inquiry and reply, there are then the maximum number of Twenty-two (22) Rental Units under lease, the Unit Owner shall not be permitted to lease or rent the unit, and will be placed on a waiting list, on a "first come – first served" basis.

E. Any unit that is currently leased at the time of the enactment of this Section, and any unit that will hereafter be leased with prior approval, will have ninety (90) days from the date on which their tenant vacates the premises to secure another lease. If after ninety (90) days a new lease is not submitted to the Board or its management company for approval, or if a submitted lease has not been approved, the right of the Unit Owner to re-lease the subject Rental Unit will have expired, and the right to re-lease the subject Rental Unit shall be prohibited, except as provided in this Article, and that Unit Owner will be moved to the bottom of the waiting list. The Unit Owner first listed on the waiting list will be advised in writing that they may proceed to offer their unit for lease as a Rental Unit. That Unit Owner will have ninety (90) days from the date of such notice in which to secure a written lease and submit the lease for prior approval. If after ninety (90) days a lease is not submitted, or has not been approved, that Unit Owner's right to lease the Unit will have expired, and that Unit Owner will be moved to the bottom of the waiting list, and the next Unit Owner on the waiting list will be advised in writing that they may proceed, and so forth. Once a ninety (90) day period has expired without a tenant occupying a Rental Unit under an approved lease, or if a lease has not been approved, that Unit Owner will be moved to the bottom of the waiting list. Notwithstanding the foregoing, if a Unit Owner is unable to secure an approved lease and tenant within the ninety (90) days period mentioned, despite diligent, good faith and commercially reasonable efforts, the Unit Owner may file with the Board, or

its property manager a written request for an extension of time. The written request must be received by the Board or its property manager prior to the expiration of the ninety (90) day period. The written request must describe the efforts made to secure a tenant, why the additional time is needed, what further or additional efforts are intended to be undertaken, what additional time period is requested, and may provide any reasons for the prior failure to secure one. The Board may grant an extension of time, which shall not exceed an additional ninety (90) days from the expiration of the initial ninety (90) day period.

F. Provided that the maximum number of permitted Rental Units has not been met, the Unit Owner of a unit being leased in violation of any provision in this Article will have thirty (30) days from the date of notification by the Board, or its management company, to submit a lease conforming to the requirements in this Section 2, and if the Unit Owner fails to do so, that Unit Owner will be subject to a fine of \$30.00 per day, which shall be a personal obligation of the Unit Owner in default, and which shall also be collected in the same manner as assessments. The Condominium will pursue all legal and/or equitable remedies in accordance with the Declaration and these By Laws, and the Unit Owner shall be liable to the condominium for all costs and expenses of enforcement and/or collection, including all court costs and the Condominium's attorney's fees incurred.

G. In the event that the maximum number of permitted Rental Units has been met and a Unit is thereafter leased in violation of this Article, the offending Unit Owner will have thirty (30) days from the date of notification by the management company to terminate the lease and cease rental of the Rental Unit and have the tenants/occupants removed from the Unit. If the Unit Owner fails to comply with such request, that Unit Owner will be subject to a fine of \$30.00 per day, which shall be a personal obligation of the Unit Owner in default, and which shall also be collected in the same manner as assessments, and the Condominium will proceed with all legal and equitable remedies for the enforcement of this Section and the Condominium Documents, including the right to file an action against the tenant for holding over, and for the eviction of the tenant from the leased Unit. In such event the Unit Owner in default shall be liable to the Condominium for all costs and expenses of enforcement, including all court costs, and all of the Condominium's attorney's fees incurred.

H. Upon any breach or violation by any tenant or occupant of any unit of any provisions of the Condominium Documents, the Condominium, after written notice to the Unit Owner and to the tenant of such violation, and the failure of the Unit Owner or the tenant to correct the same within fourteen (14) days after such notice, or within any extension granted by the Condominium, provided a written request for extension is made within the same fourteen (14) day period, the lease shall be deemed terminated, and the Condominium shall be entitled to exercise the default remedies of any Unit Owner, as the landlord under any such lease, or under law, and shall be entitled to file action against the tenant, for breach of lease, and for the eviction of the tenant from the unit, or under any other cause of action, and the

Unit Owner and the tenant shall be jointly and severally liable to the Condominium for all costs and expenses incurred, including court costs and the Condominium's attorney's fees.

I. Notwithstanding the foregoing provisions of this Section 2, upon the written request made to the Condominium by a resident Unit Owner who (1) has listed the Unit for sale and has vacated or will vacate the Unit prior to settlement on the sale of the unit, or (2) has been or will be transferred by his employer or is moving as a result of his employment, and has vacated or will vacate the Unit, or (3) has been or will be hospitalized or institutionalized for an indefinite term, or (4) for other good cause shown, the Condominium may grant the Unit Owner a period of up to six (6) months to lease the Unit in anticipation of a sale or other transfer of the Unit. If the Unit is not sold or transferred within the time granted by the Condominium, then the Unit shall then immediately be considered a Rental Unit, and must be vacated by any tenant or other occupants, and all other provisions of this Section 2 shall immediately apply.

J. Any damage caused to the general common elements or to the limited common elements as a result of a tenant or other occupants moving in and/or out of a Rental Unit or any other unit shall be the liability of the Unit Owner, and shall be repaired by the Association, at the cost and expense of the Unit Owner, who shall promptly reimburse the Condominium for such, together with any costs and expenses of collection, including interest at the rate set forth for non-payment of assessments, court costs and all of the Condominium's attorney's fees incurred.

K. Upon renewal of any existing or approved Lease, the Unit Owner is required to provide and shall provide to the Board, or its management company, either a copy of a new Lease or provide written notice that the Lease is being renewed under the same terms to the same tenants and occupants.

L. In no event shall the Condominium, or its Board of Directors, or the Council of Unit Owners have any liability of any kind to any Unit Owner for any claims or damages that any tenant may have against the Unit Owner arising out of a violation of, and the enforcement of, this Article, or any other provision of the Condominium Documents.

M. In all cases where a unit is leased or rented, the Unit Owner shall have the sole obligation and liability for payment of all assessments, fees, charges, or any other sum that may be due to the Condominium by virtue of ownership of the unit, and the Condominium shall not be required to look to the tenant or any other occupant of any unit for payment thereof.

SECTION 3. Occupancy, Etc. The right to use or occupy any Unit within the Condominium, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any Unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or

hereafter be set forth in these By-Laws. No such restriction shall be based upon age, race, religion, family composition, sex or place of national origin; however, the number of occupants per Unit is limited as follows: owners of (1) one bedroom Units with a den or sun room are permitted no more than 3 occupants; (2) two bedroom Units shall have no more than 4 occupants. Enclosure of a screened porch shall not permit the right to increase the number of additional occupants for the tenant or owner. Unit Owners exceeding the prescribed limitation on number of occupants at the time of enactment of this Amendment will be permitted to continue the present occupancy of the Unit. However, upon sale or lease of the Unit by a Unit Owner presently exceeding the limitation on number of occupants, this Section must be complied by the new tenant(s) or Unit Owner. The provisions of this Section shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a Mortgagee in lieu of foreclosure.

SECTION 4. Use of Common Elements.

(a) A Unit Owner shall not place or cause to be placed any furniture, packages or objects of any kind in the hallways, lobbies, driveways, stairways, walks or open spaces, nor shall any Unit Owner use any part of the Common Elements so as to interfere with their use for the purposes hereinabove and hereafter permitted, nor shall any part of the Common Elements be used for storage purposes (except as incidental to one of such permitted uses, or for storage of maintenance equipment used exclusively to maintain the Common Elements), nor in any manner which shall increase the rate for which insurance against loss by fire, or other casualty, or bodily injury, or property damage liability insurance covering the Common Elements and improvements situated thereon may be obtained, or cause such Common Elements to be uninsurable against such risks or any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse renewal thereof. All rooms and other space reflected on the Plat as common area and/or Common Element, and needed or appropriate for the maintenance or operation of the Building, shall be reserved for such use. The remaining Common Elements shall be used for no other purpose than for normal transit through them, or for such other restricted uses as may be designated by the Board of Directors.

(b) Areas designated for parking motor vehicles, including garages, are Common Elements of the Condominium and shall be used solely for parking and storage of motor vehicles. The Council may make such rules, regulations and restrictions for use of the parking areas, including garages, as it considers appropriate, and may designate assigned parking areas for each Unit.

SECTION 5. Limited Common Elements.

(a) Limited Common Elements are reserved for the exclusive use of the Unit Owner (or his tenants or licensees) of the Unit to which the Limited Common Elements are appurtenant. No other persons shall be allowed to enjoy the

use thereof, nor shall any other Unit or any part of the Common Elements be used so as to interfere with the Unit Owner's exclusive use of the Limited Common Elements.

(b) The right to exclusive use of the garage assigned to the Units by deed or the Declaration shall be exercisable only by the Unit Owners of such Units, their tenants or licensees. Conveyance of a Unit shall effect conveyance of the right to exclusive use of the garage to the new Unit Owner. Any license thereto shall be terminated upon such conveyance. The exclusive right to use the garage shall not be conveyed (other than by said revocable licenses) apart from conveyance of the Unit to which it is appurtenant.

(c) The improvements (including concrete pads), machinery and equipment located in the General Common Element areas appurtenant to or contiguous to each Unit which serve that Unit exclusively are designated Limited Common Elements. Costs of maintenance, repair and replacement of such improvements, machinery and equipment shall be borne by the Unit Owner of the Unit to which such improvements, machinery and equipment are appurtenant, in accordance with Article VI, Section 9 of these By-Laws.

SECTION 6. Rules of Conduct.

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

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

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

(d) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit, and upon any Common Elements; except that this shall not prohibit the keeping of two dogs weighing twenty pounds or less or two cats weighing twenty pounds or less or one caged bird as a domestic pet, provided that they are not kept, bred or maintained for commercial purposes, and provided further

that the keeping of such dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in Section 4(a) of this Article. All dogs and cats must be kept inside their respective Owner's Unit or upon the Unit's Limited Common Elements and may be walked on a leash on the portions of the General Common Elements designated for dogwalking by the Board of Directors.

(e) Except for signs of a directional nature and such signs as may be posted by the Developer for promotional purposes and to designate or restrict parking spaces, no signs of any character (temporary or permanent) shall be erected, posted or displayed upon, in or from or about any Unit or the General or Limited Common Elements, except with prior written consent of the Board of Directors.

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

(g) Each Unit Owner shall have the following rights with regard to an entryway, patio or balcony which is a part of his Unit: (i) to place furniture, and potted plants upon said area; (ii) with the Board of Directors' approval to plant flowers and shrubs. Except as provided in this Section 4, no Unit Owner shall have the right to paint, decorate, remodel or alter any entryway, patio or balcony area without the prior written consent of the Board of Directors.

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

(i) No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any Unit or upon any General or Limited Common Elements. Firewood shall be stored only in the storage space assigned to a Unit by the Declaration and shall not be otherwise stored within a Unit or in any General or Limited Common Elements. Trash and garbage containers shall not be permitted to remain in public view, except within locations designated by the Board of Directors. This subsection shall not apply to the Developer during the period of construction or when the Developer is actively engaged in the repair of any Unit.

(j) No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be maintained upon any of the General or Limited Common Elements at any time except as permitted by written rule of the Board of Directors.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit or upon any General or Limited Common Elements without the prior written consent of the Board of Directors. No exterior clothes lines shall be created or maintained, and there shall be no outside drying or laundering of clothes.

(l) No items or material shall be hung nor any rugs or other materials shaken over any exterior railing, or on the outer side of any exterior window without the written approval of the Board of Directors.

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

(n) Outdoor cooking is strictly prohibited on any of the General or Limited Common Elements except such areas as may be designated for this purpose by the Board of Directors.

(o) No power equipment, hobbying shops or carpenter shops shall be maintained on the General or Limited Common Elements or in any Unit, without the prior written consent of the Board of Directors.

(p) No water beds or other water furniture shall be permitted or maintained in any Unit.

(q) There must be opaque coverings over all exterior windows in the Units. No window treatments shall be installed in any Unit that do not have a white backing facing outside of the Unit.

(r) All garages shall be used solely for the purpose of parking and storing motor vehicles. No other use of these spaces is permitted.

(s) Family day care homes are expressly prohibited in the Condominium. Pursuant to Section 11-111.1(d) (4) of the Real Property Article of the Annotated Code of Maryland, the foregoing prohibition against the use of a Unit as a family day care home may be eliminated and family day care homes in the Condominium may be approved by a simple majority of the total eligible Unit Owners pursuant to the voting procedures provided for in these By-Laws at a special or annual meeting of the Council, the notice of which specifically designates the proposed elimination of this prohibition as an agenda item for such meeting.

(t) There shall be no violation of any rules and regulations whether for the use of the General or Limited Common Elements or for the governance of the Condominium which may from time to time be adopted by the Board of Directors and promulgated among the Unit Owners by said Board of Directors in writing; and the

Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules and regulations.

(u) In the event of breach of any of the provisions of the Declaration, these By-Laws or rules adopted by the Board of Directors pursuant hereto by any Unit Owner or tenant, the Council, through its officers, managers or other agents, or any other aggrieved Unit Owner shall take such action as it shall deem appropriate, including legal action through court proceedings, to cure such breach and cause as abatement thereof. All costs of taking such action, including the time of employees of the Council in connection therewith, counsel fees, and all other costs and expenses incurred in connection therewith, shall be a charge against the Unit Owner who, or whose tenant, causes such breach, payable to the Council on an individual assessment basis, and shall become a lien upon the unit involved in the same manner as in the case of unpaid Assessment.

(v) The Board of Directors shall have the power to levy fines against Unit Owners for violation of these By-Laws or of the Rules and Regulations promulgated by the Board of Directors hereunder. Said power to levy fines is specifically subject to Article VIII of these By-Laws.

(w) The Board of Directors may, in its sole discretion, grant variances to these Rules of Conduct upon such terms and conditions as it may deem appropriate under the circumstances. Any such variance shall be strictly limited to its terms and shall not be construed to constitute a waiver of the full applicability of the restriction subject to the variance in all other circumstances.

ARTICLE VIII. HEARING PROCEDURES

SECTION 1. Statement of Purpose. It is the declared intention of the Council that rules and regulations shall be adopted freely by the Board of Directors, and without the requirement of a 66-2/3% or greater vote of the Council as a requisite to their adoption. All rules and regulations are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these By-Laws. Should any adopted rules or regulations contradict any provisions of these By-Laws, as amended, said provisions of these By-Laws shall take precedence.

SECTION 2. Rules and Regulations. All rules and regulations proposed by the Board of Directors or by any committee appointed by the Board of Directors to act on its behalf shall be adopted in accordance with Section 11-111 of the Act.

SECTION 3. Effect of Rules and Regulations. Any rules and regulations, when adopted in accordance with Section 11-111 of the Act, shall have the same effect as if they were incorporated in these By-Laws by direct reference. Said rules and regulations, upon proper adoption under the above procedures, shall be enforced in the same manner as all other provisions of the By-Laws.

ARTICLE IX.
INSURANCE

SECTION 1. Insurance. The Board of Directors, as authorized representative of the Council, shall procure and maintain as a Common Expense, in the Council's name as agent or trustee for the benefit of the Unit Owners and each such Unit Owner's Mortgagee, if applicable, a policy or policies of insurance in insurance companies licensed to do business in the State of Maryland. Each Unit Owner hereby appoints the Board of Directors as attorney-in-fact for the purpose of purchasing and maintaining such insurance as may be required by the Act, and any other insurance the Board of Directors deems appropriate, including, by way of example and not by limitation: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. Losses payable under any such policies of insurance shall be payable in favor of the Council as trustee for each Unit Owner and each such Unit Owner's Mortgagee, if any, to receive, hold or otherwise properly dispose of any proceeds of insurance on behalf of the Unit Owners and their first Mortgagees as their interests may appear. Evidence of insurance shall be issued to each Unit Owner and Mortgagee upon request. The following policies of insurance shall, to the extent obtainable, be acquired:

(a) A policy or policies insuring the Building, including fixtures and building service equipment to the extent they are part of the Common Elements of the Condominium, as well as common personal property and supplies, and other common personal property belonging to the Council, against loss, damage or destruction by fire or other casualty, including flood, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicle, falling objects, smoke, malicious mischief, vandalism, collapse through weight of snow, ice or sleet, water, and other similar casualty, in an aggregate amount equal to the full insurable replacement value of the building, including Units, without regard to depreciation, with a deductible not to exceed the lesser of \$10,000 or 1% of the policy face amount (which deductible shall be funded as and paid for from an operating reserve account). The policy or policies, unless otherwise insuring the Condominium Units against loss, damage or destruction, shall have a contingent or conditional endorsement, with limits equal to the replacement value of the Units, providing for payment by the insurer of a sum sufficient for restoration of each Unit to a tenantable condition, in the event that the Unit Owner thereof shall fail or refuse to restore his Unit within a reasonable time after loss, damage or destruction of such Unit, by fire or other casualty insure against. In addition, the policy or policies shall, if obtainable, include an inflation guard endorsement and a special condominium endorsement. IN lieu of the foregoing insurance, the Board of Directors may procure and maintain such other insurance against loss, damage or destruction of the Common Elements, and the Units, as shall give substantially equal or great protection to the Unit Owners, as their interest may appear.

(b) Such insurance as will protect the Unit Owners, and each of them, from claims under workmen's compensation acts and other employee benefit acts.

(c) Such insurance as will protect any manager, the Board of Directors, the Unit Owners, and each of them, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to property, any or all of which may arise out of or result from ownership of any interest in the Condominium or the management or operation of the Condominium, or because of any injury or damage sustained on or attributable to the Condominium, including the ownership, maintenance and use of the walkways and driveways outside the Building. It is intended that the insurance described in this subsection be a comprehensive general liability policy endorsed to protect each Unit Owner against all liability arising out of or otherwise attributable to the Condominium, including operation of the premises, products liability, liability attributable to work or other act of an independent contractor, or let or sublet work, landlords-tenants liability, and contractual liability. Further, the insurance shall cover the liability of one or more Unit Owners, as parties insured, to one or more of the remaining Unit Owners, though also parties insured. Such public liability insurance shall be in the limits of at least \$1,000,000.00 for injuries to persons (including death) and property damage in any one accident. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(d) If any part of the improvements of the Condominium are in a special flood hazard area, a master or blanket policy of flood insurance.

(e) Each Unit Owner shall procure and maintain in his own right a policy or policies insuring his Unit, including fixtures, equipment and all other constituent elements of that Unit as described in Section 3.2.4 of the Declaration, against loss, damage or destruction by fire or other casualties enumerated in paragraph (a) of Section 1 of this Article VI, in an aggregate amount equal to the full insurable replacement value of the Unit.

(f) In all events, each policy of insurance procured under this Section shall contain a waiver of the insurer's subrogation rights against each Unit Owner, and a waiver of any defense maintainable by the insurer by reason of any co-insurance provision of any policy or by reason of any act or neglect of any Unit Owner, whether before or after the loss, damage or destruction may occur. Further, each policy of insurance shall provide that the insurance procured by each Unit Owner in his own right covering losses from fire, casualty, liability or otherwise shall not serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer. Each such policy, together with any required fidelity bond, shall also require the insurer to notify in writing the Council and each names mortgagee at least ten (10) days before it cancels or substantially changes coverage. Each such policy shall contain a standard mortgagee policy. Each policy of insurance procured under

paragraphs (a), (b), or (c) of this Section shall state that the exclusive right and authority to adjust losses under the policy shall be vest in the Council.

SECTION 2. [No Section Title Given]

(A) (i) The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. (ii) A property insurance deductible is not a cost of repair or replacement in excess of insurance proceeds.

(B) If the cause of any damage to or destruction of any portion of the condominium originates from the Common Elements, the council of unit owners property insurance deductible is a common expense.

(C) (i) If the cause of any damage to or destruction of any portion of the condominium originates from a unit, the council of unit owners property insurance deductible is a common expense. (ii) These Bylaws specifically provide that the owner of the unit where the cause of the damage or destruction originated is responsible for the council of unit owners property insurance deductible; however, the unit owners responsibility may not exceed \$1,000. (iii) The council of unit owners property insurance deductible amount exceeding the \$1,000 responsibility of the unit owner is a common expense.

(D) In the same manner as provided unit 11-110 of the Act, the council of unit owners may make an annual assessment against the unit owner responsible under subparagraph (C) of this Section.

SECTION 3. Repairs and Replacements. Unless more than two-thirds (2/3rds) of the Building is destroyed, the proceeds of any insurance policy procured under the provisions of paragraph (a) of Section 1 of this Article IX shall be applied to repair, restore and reconstruct the Units and Common Elements as provided in Article VI, Section 10(a). If the proceeds of insurances are insufficient to cover the cost of any necessary repair, replacement or restoration of the Common Elements, such excess cost shall be paid by the Unit Owners as a Common Expense, upon special assessment therefore and levy thereof by the Board of Directors against each Unit Owner in accordance with his percentage interest in the Common Elements.

SECTION 4. Disbursement of Insurance Proceeds. If more than two-thirds (2/3rds) of the Building is destroyed, then the disbursement of the proceeds of all insurance policies shall be paid in accordance with and governed by the provisions of Article VI, Section 10.

SECTION 5. Applications for Insurance. Each Unit Owner shall furnish such information and sign such application forms or other documents, if any, as may be required to obtain insurance as provided in this Article IX.

ARTICLE X.
FINANCE

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

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

SECTION 3. Auditing. At the close of each fiscal year, the books and records of the Condominium shall be compiled (unless audited pursuant to the provisions of Section 8.4.2 of the Declaration) and if an audit is by an independent Certified Public Accountant, his report shall be prepared, and may be certified, in accordance with generally accepted auditing standards. Based upon such compilation, audit or report, the Council shall furnish the Unit Owners with an annual financial statement, including the income and disbursements of the Council.

SECTION 4. Inspection of Books. The books and records of the Council, and vouchers accrediting the entries made thereupon, shall be available for examination and copying by any Unit Owner, his mortgagee, and/or their respective duly authorized agents or attorneys, during normal business hours, for purposes reasonably related to their interests in a Unit and after written request stating their names, addresses and the Unit number or address of the Unit in which they have an interest.

SECTION 5. Checks, Drafts, etc. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Condominium or the Council, shall be signed by officers or agents of the Condominium, as determined by the Board of Directors.

ARTICLE XI.
AMENDMENTS

SECTION 1. Amendments. Except as provided in Section 2 of this Article, these By-Laws may be amended by the affirmative vote of Unit Owners representing seventy-five percent (75%) of the total votes of the Condominium. Amendments

may be proposed by the Board of Directors or by a petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Condominium. A description of the proposed amendment shall accompany the notice of the regular or special meeting at which such proposed amendment is to be voted upon, and said notice shall also be given to the holders of all Mortgages in the Condominium. Any amendment adopted by the Council shall be effective only upon recordation among the Land Records of Harford County, Maryland. The recorded amendment shall set out the Sections of these By-Laws being amended and the applicable provisions of the "Act".

SECTION 2. Material Amendments. Material amendments to these By-Laws, including, but not by way of limitation, changes with respect to voting rights, assessment liens, reserves and responsibilities for maintenance, repair and replacement of Common Elements, insurance, and fidelity bonds, may be amended only by the affirmative vote of fifty-one percent (51%) of holders of Mortgages which have, by written notice, reserved the right to vote on such amendments, in addition to compliance with the provisions of Section 1 of this Article.

ARTICLE XII. COMPLIANCE-INTERPRETATION-MISCELLANEOUS

SECTION 1. Compliance. These By-Laws are set forth in compliance with the requirements of the "Act" and all applicable State, County and local laws and ordinances notwithstanding anything in these By-Laws to the contrary, whether expressed or implied. It is the further intent of the Developer that the Declaration and these By-Laws and the Condominium in general meet all requirements necessary to purchase, guarantee and insure or subsidize any Mortgage of any Unit by the Federal Home Loan Mortgage Corporation ("FHLMC"), Veterans Administration (VA) or the Federal National Mortgage Association ("FNMA").

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

SECTION 3. Resident Agent. Trenton Property Services, Inc., a Maryland corporation, is designated as the entity authorized to accept service of process in any action relating to the Condominium or to the General or Limited Common Elements, as authorized under the "Act". The Board of Directors may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process as set forth above, provided that proper notification of such change be promptly filed with the Maryland Department of Assessments and

Taxation. Following the first annual meeting of the Condominium, the Council of Unit Owners shall register with the Department of Assessments and Taxation. The Council of Unit Owners shall provide the Department with the names and mailing addresses of the Condominium's officers and directors. An updated list, including the name and address of the Resident Agent and managing agent, if any shall be provided to the Department of Assessments and Taxation on the following April 15 and each April 15 thereafter.

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

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

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

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

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BY-LAWS

OF

ENGLISH COUNTRY MANOR II CONDOMINIUM

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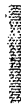


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BY-LAWS OF
ENGLISH COUNTRY MANOR II CONDOMINIUM

ARTICLE I.
PLAN OF UNIT OWNERSHIP

SECTION 1. Unit Ownership. The Condominium located in Harford County, Maryland known as "ENGLISH COUNTRY MANOR II CONDOMINIUM" is submitted to the provisions of Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland as amended from time to time. The administration thereof shall be by the Board of Directors herein described, subject to the powers of the owners as herein specified.

SECTION 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. As used in these By-Laws, any term defined in the Declaration shall be deemed to have the meaning ascribed to it therein. In construing these By-Laws, and the government of the Condominium pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland pertaining to the government of non-stock business corporations shall be considered as governing to the extent not inconsistent with the provisions of Sections 11-101, et seq., of the Real Property Article, the Declaration and these By-Laws, the Council of Unit Owners being considered as if it were a non-stock corporation and the Unit Owners being considered as if they were the owners of such non-stock corporation.

SECTION 3. Personal Application. All present and future Owners, Mortgagees, tenants and future tenants, and their employees, and any other person that may at any time use the facilities of the Condominium in any manner are subject to the regulations set forth in these By-Laws and to the declarations set forth in the Declaration to which these By-Laws are attached.

The acquisition or rental of any of the Units or the mere act of occupancy of any of the Units will signify that these By-Laws, as amended from time to time, are accepted, ratified, and will be complied with.

SECTION 4. Incorporation. The Council of Unit Owners is an unincorporated association.

ARTICLE II.
THE COUNCIL OF UNIT OWNERS

SECTION 1. Unit Owners. The Condominium is owned by the Unit Owners, who shall collectively comprise the Council of

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Unit Owners (the "Council"). No lessee, lien holder, mortgagee, pledgee or contract purchaser as such shall have any voting rights with respect to the affairs of the Condominium except as provided by these By-Laws, the Declaration or the Act. The mailing address of the Council shall be 600 Squire Lane, Bal Air, Maryland.

SECTION 2. Voting Rights. The Council shall have the total votes set forth in the Declaration. Voting shall be on a Unit basis and the number of votes that a Unit is entitled to cast shall be one vote for each Unit owned as provided in the Declaration.

SECTION 3. Powers. Subject only to limitations, if any, contained in the Act, the Declaration or these By-Laws, the Council shall have all of the rights and powers which are vested in a council of unit owners by the provisions of the Act and in a nonstock corporation by the provisions of the Corporations and Associations Article of the Annotated Code of Maryland.

SECTION 4. Annual Meetings. The Council shall hold each year, an annual meeting of the Unit Owners for the election of Directors and the transaction of any business within the powers of the Condominium, at 10:00 o'clock a.m. on the first Monday in March in each year, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Sunday or a legal holiday. The initial meeting of the Council shall be held within 60 days from the date that Units representing fifty percent (50%) of the votes in the Condominium have been conveyed by the Developer to the initial purchasers of Units. Any business of the Condominium may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by the Act, by the Declaration or these By-Laws to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the Condominium's existence or affect the otherwise valid acts of the Council.

SECTION 5. Special Meetings. At any time in the interval between annual meetings, special meetings of the Council may be called by the President or by a majority of the Board of Directors by voting at a meeting or in writing with or without a meeting, or upon a petition signed by Unit Owners representing at least twenty-five percent (25%) of the total votes of the Condominium, as then constituted, having been presented to the Secretary.

SECTION 6. Place of Meetings. All meetings of the Council shall be held at the principal office of the

Condominium in Harford County, Maryland, except in cases in which the notice thereof designates some other place.

SECTION 7. Notice of Meetings. Not less than ten (10) days nor more than ninety (90) days before the date of every meeting of the Council, the Secretary shall give to each Unit Owner entitled to vote at such meeting and to each Mortgagee entitled to such notice, written or printed notice stating 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, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the owner at his post office address as it appears on the records of the Condominium, 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 valid proxy, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of the Council, 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 at the meeting.

SECTION 8. Quorum. At any meeting of the Council, a quorum is deemed present throughout the meeting if persons entitled to cast twenty-five percent (25%) of the total number of votes appurtenant to all the Units are present, in person or by proxy, at the commencement of the meeting. In the absence of a quorum, the Unit Owners 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 9. Votes Required. A majority of the votes cast at a meeting of the Council, 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 the Act, the Declaration or by these By-Laws.

SECTION 10. Proxies. A Unit Owner may vote either in person or by proxy executed in writing by the Owner or by his duly authorized attorney-in-fact. No proxy shall be valid after 180 days from its date, unless granted to a lessee or to a mortgagee, if allowed by applicable law, in which event it shall be valid as provided therein. It may be revoked sooner

by a written notice of revocation filed with the Secretary and shall be revoked by the death of the Unit Owner. Every proxy shall be in writing, subscribed by the owner or his duly authorized attorney, and dated, but need not be sealed, witnessed or acknowledged, and shall be filed with the Secretary before the appointed time of each meeting. No individual may hold and vote a total of more than five (5) proxies.

SECTION 11. Voting. In all meetings of the Council, every Unit Owner shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected. Cumulative voting, by which a Unit Owner may cast a total number of votes equal to the total number of directors to be elected for one or more persons, shall be permitted. At all meetings of Unit Owners, the proxies and ballots shall be received, and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairperson of the meeting. The President of the Council or such other person designated by him to act as chairperson of the meeting shall also count the votes cast on any matter coming before the Council. Unless demanded or ordered by a majority of Unit Owners present, no vote need be by ballot, and voting need not be conducted by inspectors. No Unit Owner may vote, however, if the Council has recorded a statement of condominium lien on his Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

SECTION 12. Informal Action by Unit Owners. Any action required or permitted to be taken at any meeting of the Council may be taken without a meeting, if a Consent in writing, setting forth such action, is signed by all the Unit Owners entitled to vote on the subject matter thereof, and such consent is filed with the records of the Council.

ARTICLE III.
BOARD OF DIRECTORS

SECTION 1. Powers. The business and affairs of the Condominium shall be managed by its Board of Directors. The Board of Directors may exercise all the powers of the Condominium and of the Council except such as are by the Act or the Declaration or these By-Laws conferred upon or reserved to the Unit Owners. In particular, but not by way of limitation, the Board of Directors shall be responsible for, and have all necessary powers in connection with, the maintenance, repair and replacement of the Common Elements, designation, hiring and dismissal of the personnel necessary for the good working order of the Condominium and for the proper care of the Common

Elements and to provide services for the Condominium. The Board of Directors may delegate any of such responsibilities and powers to the officers of the Condominium, to a manager or managing organization engaged by contract to undertake any of such responsibilities, or both. The Board of Directors, or any officer or officers to whom such power may be delegated, shall have power to take any action necessary or appropriate to enforce payment of all sums, including assessments against Unit Owners, due the Condominium, including the power to enforce any lien for the same.

SECTION 2. Number of Directors. The number of directors of the Condominium shall be an odd number and shall be not less than three (3) nor more than seven (7).

SECTION 3. Election of Directors. Until the initial meeting of the Council and thereafter until successors are duly elected and qualify, the Board shall consist of David M. Tolmie, William Wogatske, and William Fleischer or any successors appointed by the Developer. At each annual meeting of the Council, the Unit Owners shall elect directors, for one-year terms or until their successors are elected (or for a shorter term to fill a vacancy arising for an uncompleted term). At any meeting of the Council after its initial meeting, duly called and at which a quorum is present, the Unit Owners 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 4. Regular Meetings. After each meeting of the Council 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 Unit Owners at such meeting; and in the event that no other time is designated by the Unit Owners, the Board of Directors shall meet at 12:00 o'clock noon on the day of such meeting, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Saturday, Sunday or a legal holiday. Such first meeting shall be held at such place as may be designated by the Unit Owners, 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 office of the Condominium in Harford County, Maryland. 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 as may be designated from time to time by the Board of Directors.

SECTION 5. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by the Board of Directors by vote at a meeting, or by a majority of the directors in writing with or without a meeting. Such special meetings shall be held at such place or places as may be designated from time to time by the Board of Directors. In the absence of such designation, such meetings shall be held at such places as may be designated in the calls.

SECTION 6. Notice of Meetings. Except as provided in Section 4 of this Article, notice of the place, day and hour of every regular and special meeting shall be given to each director at least two (2) days before the meeting, by delivering the same to him personally, or by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice at least four days before the meeting, postage prepaid, and addressed to him at his last known post office address, according to the records of the Condominium. 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. Except as provided in Section 11-109.1 of the Act, a meeting of the Board of Directors shall be open. Notice of meetings of the Board of Directors shall be sent to each Unit Owner at least annually.

SECTION 7. Quorum. At all meetings of the Board of Directors, fifty percent (50%) of the entire Board of Directors, but in no case less than two directors, shall constitute a quorum for the transaction of business. Except in cases in which it is by the Act, by the Declaration or by these By-Laws otherwise provided, the vote of a majority of such quorum at a duly constituted meeting 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.

SECTION 8. Compensation. Directors shall not receive any compensation for their services except such as may be authorized or permitted by vote of the Unit Owners.

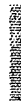
SECTION 9. Informal Action by Directors. Except for the adoption of an annual budget, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board 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 10. Committees. The Board of Directors may, by resolution, provide for such 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.

SECTION 11. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Council at the next annual meeting.

SECTION 12. Removal of Director. At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire Council and a successor may then and there be elected by the Council of Unit Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Council shall be given an opportunity to be heard at the meeting. The term of any Director who has an unreleased Statement of Lien recorded against him shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 11 of this Article.

SECTION 13. Management Agent. The Board of Directors shall employ for the Condominium a professional Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties set out in Section 1 above; provided, however, that such delegation may be terminated by either party without cause or payment of a termination fee on a maximum of ninety (90) days written notice (or such other period as may be provided in Section 11-133 of the Act) and any such contract shall have a maximum term of two (2) years. The Council shall not undertake "self-management" or otherwise fail to employ a professional management agent. The professional management company so employed must have and maintain fidelity bond coverage in an



amount equal to or greater than one-and-one-half (1-1/2) times the estimated annual operating expenses and reserves of the Condominium.

SECTION 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Council handling or responsible for Council or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

SECTION 15. Budget. The annual budget prepared in accordance with the Act shall be submitted to the Unit Owners at least 30 days before its adoption.

**ARTICLE IV.
OFFICERS**

SECTION 1. Executive Officers. The Board of Directors shall choose a President from among the Directors, and a Secretary and a Treasurer who need not be Directors. The Board of Directors may also choose a Vice President, an Assistant Secretary and an Assistant Treasurer, none of whom need be a Director. Any two of the above mentioned officers, 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 if such instrument be required by the Act, the Declaration, by the By-Laws or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of owners' next succeeding his election, and until his successor shall have been duly chosen and qualified, or until he shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

SECTION 2. President. The President shall preside at all meetings of the Council and of the Board of Directors at which he shall be present; he shall have general charge and supervision of the business of the Condominium; he may sign and execute, in the name of the Condominium or of the Council, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Condominium; and, in general, he shall perform all duties incident to the office of president, and such other duties as, from time to time, may be assigned to him by the Board of Directors.

SECTION 3. Vice President. The Vice President, at the request of the President, or in his absence or during his inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. The Vice President shall have such other powers and perform such other duties as may be assigned to him by the Board of Directors or the President.

SECTION 4. Secretary. The Secretary shall keep the minutes of the meetings of the Council and of the Board of Directors in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; he shall be custodian of the records of the Condominium and of the Council; he shall count and record the votes at general and specific meetings of the Council; and in general, he shall perform all duties incident to the office of secretary, and such other duties as, from time to time, may be assigned to him by the Board of Directors or the President.

SECTION 5. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Condominium, and shall deposit, or cause to be deposited, in the name of the Council, all moneys or other value effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Condominium, and, in general, he shall perform all the duties incident to the office of treasurer, and such other duties as may be assigned to him by the Board of Directors or the President.

SECTION 6. Assistant Officers. The Assistant Secretary shall have such other duties as may from time to time be assigned to him by the Board of Directors or the Secretary. The Assistant Treasurer shall have such duties as may from time to time be assigned to him by the Board of Directors or the Treasurer.

SECTION 7. Compensation. The Board of Directors shall have power to fix the compensation of all officers of the Council.

SECTION 8. Removal. Any officer or agent of the Council may be removed by the Board of Directors whenever, in its judgment, the best interest of the Condominium will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

ARTICLE V.
LIABILITY AND INDEMNIFICATION
OF DIRECTORS AND OFFICERS

SECTION 1. Limitation of Directors' and Officers' Liability. No Director or Officer, in his capacity as such, shall, except in the event of his own individual willful misconduct or gross negligence in the performance of his duties, be liable (i) for any failure by the Council to obtain or pay for any service which is to be obtained hereunder, or for any injury or damage to persons or property caused by the elements or any Unit Owner or other person, or resulting from the leakage or flow of electricity, gas, water, rain or dust from the outside of the Building, from any Unit, from any pipe, drain, conduit, appliance, equipment or other place; (ii) to any Unit Owner or other person under any agreement, deed, lease, mortgage, other instrument or transaction entered into by him on behalf of the Council or the Unit Owners in the performance of his duties; (iii) in tort or otherwise, directly or indirectly, to any Unit Owner or any person by virtue of his good faith act or failure to act; or (iv) arising out of the use, misuse or condition of the Common Elements, or in any other way as a result or by virtue of his performance of his duties.

Each Director and Officer, in his capacity as such, and his heirs and personal representatives shall be indemnified by the Council against all liability and expense (including, by way of example rather than of limitation, that of reasonable attorneys fees), which are reasonably imposed upon or incurred by him in connection with any proceeding in which he is involved by reason of his being or having been a Director or Officer, or in connection with any settlement thereof, and (with respect to such expense) whether or not he is a Director or Officer at the time such expense is incurred, except for any such liability imposed or expense incurred in connection with any such proceeding in which the Director or Officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duties; provided, that the foregoing provisions of this paragraph shall not be applicable to any such liability or expense assumed or incurred as the result of a settlement of such proceeding unless the Board of Directors (with such Director abstaining), acting upon the advice of its legal counsel, approves such settlement and reimbursement as being in the Council's best interests. Any amount paid by the Council pursuant to the foregoing provisions of this paragraph shall be part of the Common Expenses. Nothing in the foregoing provisions of this paragraph shall be deemed to alter or impair any right to indemnification to which such Director or Officer is entitled under applicable law, by authorization of the Council or the Board of Directors, or otherwise.

SECTION 2. Common or Interested Directors.

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

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

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

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

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

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

ARTICLE VI.
OBLIGATIONS OF THE OWNERS

SECTION 1. Annual Condominium Fees/Assessments.

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

- (1) The cost of all operating expenses of the Condominium as the same may be constituted from time to time, and services furnished, including charges by the Council for facilities and services furnished by it;
- (2) The cost of necessary management and administration, including fees paid to any Management Agent;
- (3) The amount of all taxes and assessments levied against the Council or upon any property which it is otherwise required to pay, if any;
- (4) The cost of public liability, fire and extended coverage insurance on the Condominium and the cost of such other insurance as the Council or the Board of Directors may affect;
- (5) The cost of furnishing water, electricity, heat, gas, oil, garbage and trash collection and/or utilities, to the extent furnished by the Council;
- (6) The cost of funding all reserves established by the Council, including when appropriate, a general operating reserve and/or reserve for replacements;
- (7) The estimated cost of repairs, maintenance and replacements of the Condominium including General and Limited Common Elements (except those Limited Common Elements described in Article VII, Section 5 of these By-Laws), to be made by the Council;
- (8) The cost of all operating expenses, repairs, maintenance and replacements for public walkways, trash and utility closets, if any; and
- (9) The Condominium's proportionate share of the cost of operating, maintaining and repairing the swimming pool and the manor house (the "Adjacent Facilities"),

which are common elements in the adjacent condominium known as English Country Manor Condominium (the "Phase I Condominium") created by recordation of a Declaration dated August 7, 1990 and recorded among the Land Records of Harford County in Liber 1650, folio 79, as amended, and accompanying plats, including, without limitation, insurance and reserves relating thereto (the "Adjacent Facility Costs").

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

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

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

(e) The portion of Assessments attributable to Adjacent Facility Costs shall be paid monthly, within ten (10) days of the start of the month, to the council of unit owners of the Phase I Condominium. In the event that Assessments are not all timely paid or are not all paid in full, the full sum of Adjacent Facility Costs then due the Phase I Condominium shall nonetheless be paid in full; provided, however, the Council shall advise the council of unit owners of the Phase I Condominium of the names of Unit Owners whose Assessments are delinquent and the Phase I Condominium shall have the right to

prohibit such Units Owners from using the Adjacent Facilities until they pay to the Council all unpaid Assessments, or portions thereof, together with interest, late charges and actual costs of collection, including reasonable attorney's fees.

SECTION 2. Special Assessments. In addition to the regular Assessments authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Condominium, as then constituted, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate. The Developer shall not be required to pay any such special assessment levied against Units which it owns subsequent to the recordation of the Declaration and these By-Laws. Any expenditure made other than those made because of conditions which, if not corrected, could result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the condominium, that would result in an increase in the amount of Assessments for the current fiscal year of the Condominium in excess of fifteen percent (15%) of the budgeted amount previously adopted, shall be approved by an amendment to the budget adopted at a special meeting, upon not less than ten (10) days written notice to the Council of Unit Owners.

SECTION 3. General Operating Reserve Fund. The Council shall establish and maintain a general operating reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors and which shall not be less than five percent (5%) of the aggregate monthly installments levied pursuant to the provisions of this Article. Such fund shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in the obligations of, or fully guaranteed as to principal by, the United States of America, states, municipalities, or counties thereof. The reserve for replacements may be expended only for the purpose of effecting the replacement of the Common Elements and equipment of the Condominium and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the general operating reserve fund may be reduced, by appropriate resolution of the Board of Directors, upon the accumulation in such reserve fund of a sum equal to twenty percent (20%) of the full replacement value of the

Condominium as full replacement value is annually determined by the Board of Directors for fire insurance purposes. The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Unit to which it appertains, and shall be deemed to be transferred with such Unit.

SECTION 4. Working Capital Fund. A working capital fund shall be established in a separate account within sixty (60) days after the date of the conveyance of the first Unit to meet the initial operating expenses of the Condominium. Such fund shall be in an amount equal to two-twelfths (2/12) of the total projected Common Expenses as set forth in the Declaration. The funds shall be deposited in a special account in the same manner as provided in Section 3 above. The funds deposited in the working capital fund may be transferred to the general account of the Council, by appropriate resolution of the Board of Directors, upon the sale of at least fifty percent (50%) of the Units comprising the Condominium.

SECTION 5. Non-Payment of Assessment.

(a) Any Assessments levied upon the Unit Owner, together with interest, late charges and actual costs of collection, including reasonable attorney's fees, shall become a lien on said Unit upon the recording in the Land Records of Harford County, Maryland of a "Statement of Lien" in accordance with the provisions of Sections 14-201, et seq., of the Real Property Article (hereinafter the "Maryland Contract Lien Act"), as incorporated by Section 11-110 of the Act, or upon compliance with such other requirements as may be imposed by the Act, from time to time. Any individual obligations incurred by Unit Owners to the Condominium shall be paid promptly as billed, subject to late charges for delinquency as determined by the Board of Directors.

(b) Each Unit Owner shall be personally liable for the payment of each Assessment (or each installment thereof, if payable in installments) which becomes due with respect to a Unit either (i) while he is the Unit Owner thereof, or (ii) prior to his having become the Unit Owner thereof if either (1) a statement of lien with respect to such Assessment is recorded among the Land Records prior to his having become the Unit Owner thereof, or (2) he became the Unit Owner thereof other than by a "grant for value", as that term is used in the Act. A Unit Owner may not avoid such liability by (i) waiving any right to the use of the Common Elements or the Adjacent Facilities or otherwise which he holds under the provisions of the Act, the Declaration, these By-Laws or otherwise, (ii) abandoning or otherwise terminating his use of such Unit, or (iii) conveying the title to such Unit after the same becomes due.

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

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

(e) The Board of Directors shall have the authority to impose such late charges and/or fines as it deems appropriate.

SECTION 6. Assessment Certificates. The Council shall, upon demand, furnish to any Unit Owner liable for an Assessment, special assessment, fine, or other charge levied pursuant to these By-Laws (or to any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council or its agent, setting forth the status of the Assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A charge not exceeding twenty-five dollars (\$25.00) may be levied in advance by the Council for each certificate so delivered.

SECTION 7. Acceleration of Installments. Upon any Unit Owner's default in the payment of a monthly installment of any Assessment, special assessment, fine, or other charge levied and due pursuant to these By-Laws, the entire balance of said Assessment, or special assessment still due for that fiscal year and/or any said fine or charge may be accelerated at the option of the Board of Directors, and be declared due and payable in full. Notwithstanding the preceding sentence, such declaration by the Board of Directors may not be enforceable unless the Board of Directors, acting in accordance with Section 11-110 of the Act, notifies said Unit Owner within fifteen (15) days of his default that failure to pay the then due monthly installment within fifteen (15) days of the notice shall result in an acceleration of the remaining balance and shall constitute a lien on the Unit as provided in Section 5 of this Article.

SECTION 8. Enforcement. The lien for any unpaid Assessment, special assessment, fines, or other charges may be enforced and foreclosed by the Council or any other person specified in the By-laws, in the same manner, and subject to

the same requirements, as the foreclosure of the mortgages or deeds of trust on real property in the State of Maryland. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid Assessments may be maintained without waiving the lien securing the same. No action may be brought to foreclose the lien unless brought within three (3) years following the recordation of the Statement of Lien. No action may be brought to foreclose the lien except after ten (10) days' written notice to the Unit Owner given by registered mail, return receipt requested, to the address of the Unit Owner shown on the books of the Council of Unit Owners.

SECTION 9. Maintenance and Repair.

(a) Every Unit Owner shall perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Common Elements, or any other Unit, such owner being expressly responsible for the damages and liabilities his failure to do so may engender.

(b) All the repairs of internal installations of the Unit such as plumbing, wire, pipes or conduits for water, light, power, telephones, doors, windows, lamps and all other accessories belonging to the Unit areas shall be at the Unit Owner's expense.

(c) A Unit Owner shall reimburse the Council for any expenditures over and above any amounts received under any policy of insurance incurred by the Council in repairing or replacing any Common Element damaged through the Unit Owner's fault.

(d) Every Unit Owner shall be responsible for maintenance, repair and replacement of the improvements, machinery and equipment appurtenant to his Unit which are designated Limited Common Elements in the Declaration and Article VII, Section 5 of these By-Laws. No such maintenance, repair or replacement costs shall be considered Common Expenses, as that term is defined in the Declaration.

SECTION 10. Destruction of Buildings.

(a) In the event of the destruction of any part or all of the Building, such destroyed part or parts shall be rebuilt unless such destruction amounts to more than two-thirds in value of the total value of the Building. If such rebuilding the proceeds of any casualty insurance shall be used to the extent available, being allocated by the Board to the Units, and Common Elements, damaged or destroyed, in proportion to the cost of restoring each such improvement or facility. Costs in excess of such Proceeds shall be paid as to each Unit by the Unit Owner thereof and as to the Common Elements by assessment as for repairs to such elements.

(b) In the event of the destruction of any part or all of the Building amounting to more than two-thirds in value of the total value of the Building, the damage and destruction shall not be restored if every Unit Owner and every first Mortgagee does not agree thereto at any Council meeting called to consider the question of such restoration. Upon such restoration, the costs shall be paid as provided in (a) above. If the Building is not restored following such destruction, the Condominium shall be subject to an action for partition at the suit of any Unit Owner as if owned in common. In the event of such suit, the net proceeds of sale, together with the net proceeds of any fire or other insurance payable as a result of such destruction shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Expenses, and shall be distributed in accordance with the priority of interests in each Unit.

SECTION 11. Internal Alterations to Units. A Unit Owner shall not make structural modifications or alterations in his Unit or installations located therein unless he has previously fully informed the Council in writing through the President of the Board of Directors and received no objection thereto. The Council shall have the obligation to answer within thirty (30) days, and failure to do so within that time shall mean that there is no objection to the proposed modification or alteration.

SECTION 12. Right of Entry. The Council and the Management Agent, if any, and their agents and employees, shall have an irrevocable right and easement to enter Units to make repairs to that Unit, at the cost of the Unit Owner of that Unit, when repairs reasonably appear to be necessary for public safety, to prevent damage to property other than that Unit or to prevent a state of disrepair from destroying the visual unity of the Condominium, and to restore any part of the Condominium. Such entry to a Unit shall only be made after twenty-four (24) hours notice given to the Unit Owner, except in the event of an emergency in which event entry may be made without prior notice, whether or not the Unit Owner is present at the time of such entry.

**ARTICLE VII.
USE RESTRICTIONS**

SECTION 1. Residential Use. All Units shall be used for residential purposes exclusively except for such temporary non-residential uses as may be permitted from time to time by the Board of Directors and by State and Local Laws. Nothing in these By-Laws shall be construed to prohibit the Developer from

either using Units which the Developer owns or leases from others for (i) promotional or display purposes as "Models," or (ii) from leasing any Unit or Units which Developer owns, or (iii) as a rental or management office.

SECTION 2. Leases. If any Unit Owner shall lease his Unit, such lease shall be in writing, shall first be submitted to the Board of Directors for its approval and shall be for a term of not less than one (1) year. The Board of Directors shall approve or disapprove of any lease solely on the basis of whether such lease contains covenants obligating the Unit Owner's tenant to observe all rules and regulations of the Board of Directors and all restrictions and conditions imposed by the Declaration, By-Laws, Rules and Regulations in force at the time of signing said lease. If the Unit Owner fails to provide these documents to Unit Owner's tenant, the Board of Directors may do so, billing the reasonable cost of same to the Unit Owner. The Board of Directors shall have no right to disapprove a lease except as above provided. If the Unit Owner fails to comply with this Section, such failure to comply shall be a violation of these By-Laws and enforceable at law or equity by the Board of Directors. The Board of Directors may adopt a "form" lease for the use of the Unit Owners.

SECTION 3. Occupancy, Etc. The right to use or occupy any Unit within the Condominium, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any Unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in these By-Laws. No such restriction shall be based upon age, race, religion, family composition, sex or place of national origin. The provisions of this Section shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a Mortgagee in lieu of foreclosure.

SECTION 4. Use of Common Elements.

(a) A Unit Owner shall not place or cause to be placed any furniture, packages or objects of any kind in the hallways, lobbies, driveways, stairways, walks or open spaces, nor shall any Unit Owner use any part of the Common Elements so as to interfere with their use for the purposes hereinabove and hereafter permitted, nor shall any part of the Common Elements be used for storage purposes (except as incidental to one of such permitted uses, or for storage of maintenance equipment used exclusively to maintain the Common Elements), nor in any manner which shall increase the rate for which insurance against loss by fire, or other casualty, or bodily injury, or

property damage liability insurance covering the Common Elements and improvements situated thereon may be obtained, or cause such Common Elements to be uninsurable against such risks or any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal thereof. All rooms and other space reflected on the Plat as common area and/or Common Element, and needed or appropriate for the maintenance or operation of the Building, shall be reserved for such use. The remaining Common Elements shall be used for no other purpose than for normal transit through them, or for such other restricted uses as may be designated by the Board of Directors.

(b) Areas designated for parking motor vehicles, including garages, are Common Elements of the Condominium and shall be used solely for parking and storage of motor vehicles. The Council may make such rules, regulations and restrictions for use of the parking areas, including garages, as it considers appropriate, and may designate assigned parking areas for each Unit.

SECTION 5. Limited Common Elements.

(a) Limited Common Elements are reserved for the exclusive use of the Unit Owner (or his tenants or licensees) of the Unit to which the Limited Common Elements are appurtenant. No other persons shall be allowed to enjoy the use thereof, nor shall any other Unit or any part of the Common Elements be used so as to interfere with the Unit Owner's exclusive use of the Limited Common Elements.

(b) The right to exclusive use of the garage assigned to the Units by deed or the Declaration shall be exercisable only by the Unit Owners of such Units, their tenants or licensees. Conveyance of a Unit shall effect conveyance of the right to exclusive use of the garage to the new Unit Owner. Any license thereto shall be terminated upon such conveyance. The exclusive right to use the garage shall not be conveyed (other than by said revocable licenses) apart from conveyance of the Unit to which it is appurtenant.

(c) The improvements (including concrete pads), machinery and equipment located in the General Common Element areas appurtenant to or contiguous to each Unit which serve that Unit exclusively are designated Limited Common Elements. Costs of maintenance, repair and replacement of such improvements, machinery and equipment shall be borne by the Unit Owner of the Unit to which such improvements, machinery and equipment are appurtenant, in accordance with Article VI, Section 9 of these By-Laws.

SECTION 6. Rules of Conduct.

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

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

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

(d) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit, and upon any Common Elements, except that this shall not prohibit the keeping of two dogs weighing twenty pounds or less or two cats weighing twenty pounds or less or one caged bird as a domestic pet, provided that they are not kept, bred or maintained for commercial purposes, and provided further that the keeping of such dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in Section 4(a) of this Article. All dogs and cats must be kept inside their respective Owner's Unit or upon the Unit's Limited Common Elements and may be walked on a leash on the portions of the General Common Elements designated for dogwalking by the Board of Directors.

(e) Except for signs of a directional nature and such signs as may be posted by the Developer for promotional purposes and to designate or restrict parking spaces, no signs of any character (temporary or permanent) shall be erected, posted or displayed upon, in or from or about any Unit or the General or Limited Common Elements, except with prior written consent of the Board of Directors.

(f) Except as herein elsewhere provided, no junk vehicle or other vehicle, on which current registration plates are not displayed, trailer, truck, camper, camp truck, house

trailer, or the like shall be kept upon any Common Elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles, be carried out thereon.

(g) Each Unit Owner shall have the following rights with regard to an entryway, patio or balcony which is a part of his Unit: (i) to place furniture, and potted plants upon said area; (ii) with the Board of Directors' approval to plant flowers and shrubs. Except as provided in this Section 4, no Unit Owner shall have the right to paint, decorate, remodel or alter any entryway, patio or balcony area without the prior written consent of the Board of Directors.

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

(i) No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any Unit or upon any General or Limited Common Elements. Firewood shall be stored only in the storage space assigned to a Unit by the Declaration and shall not be otherwise stored within a Unit or in any General or Limited Common Elements. Trash and garbage containers shall not be permitted to remain in public view, except within locations designated by the Board of Directors. This subsection shall not apply to the Developer during the period of construction or when the Developer is actively engaged in the repair of any Unit.

(j) No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be maintained upon any of the General or Limited Common Elements at any time except as permitted by written rule of the Board of Directors.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit or upon any General or Limited Common Elements without the prior written consent of the Board of Directors. No exterior clothes lines shall be created or maintained, and there shall be no outside drying or laundering of clothes.

(l) No items or material shall be hung nor any rugs or other materials shaken over any exterior railing, or on the outer side of any exterior window without the written approval of the Board of Directors.

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

(n) Outdoor cooking is strictly prohibited on any of the General or Limited Common Elements except such areas as may be designated for this purpose by the Board of Directors.

(o) No power equipment, hobbying shops or carpenter shops shall be maintained on the General or Limited Common Elements or in any Unit, without the prior written consent of the Board of Directors.

(p) No water beds or other water furniture shall be permitted or maintained in any Unit.

(q) There must be opaque coverings over all exterior windows in the Units. No window treatments shall be installed in any Unit that do not have a white backing facing outside of the Unit.

(r) All garages shall be used solely for the purpose of parking and storing motor vehicles. No other use of these spaces is permitted.

(s) Family day care homes are expressly prohibited in the Condominium. Pursuant to Section 11-111.1(d)(4) of the Real Property Article of the Annotated Code of Maryland, the foregoing prohibition against the use of a Unit as a family day care home may be eliminated and family day care homes in the Condominium may be approved by a simple majority of the total eligible Unit Owners pursuant to the voting procedures provided for in these By-Laws at a special or annual meeting of the Council, the notice of which specifically designates the proposed elimination of this prohibition as an agenda item for such meeting.

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

(u) In the event of breach of any of the provisions of the Declaration, these By-Laws or rules adopted by the Board of Directors pursuant hereto by any Unit Owner or tenant, the Council, through its officers, managers or other agents, or any other aggrieved Unit Owner shall take such action as it shall deem appropriate, including legal action

through court proceedings, to cure such breach and cause an abatement thereof. All costs of taking such action, including the time of employees of the Council in connection therewith, counsel fees, and all other costs and expenses incurred in connection therewith, shall be a charge against the Unit Owner who, or whose tenant, causes such breach, payable to the Council on an individual assessment basis, and shall become a lien upon the unit involved in the same manner as in the case of unpaid Assessment.

(v) The Board of Directors shall have the power to levy fines against Unit Owners for violation of these By-Laws or of the Rules and Regulations promulgated by the Board of Directors hereunder. Said power to levy fines is specifically subject to Article VIII of these By-Laws.

(w) The Board of Directors may, in its sole discretion, grant variances to these Rules of Conduct upon such terms and conditions as it may deem appropriate under the circumstances. Any such variance shall be strictly limited to its terms and shall not be construed to constitute a waiver of the full applicability of the restriction subject to the variance in all other circumstances.

ARTICLE VIII.
HEARING PROCEDURES

SECTION 1. Statement of Purpose. It is the declared intention of the Council that rules and regulations shall be adopted freely by the Board of Directors, and without the requirement of a 66-2/3% or greater vote of the Council as a requisite to their adoption. All rules and regulations are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these By-Laws. Should any adopted rules or regulations contradict any provisions of these By-Laws, as amended, said provisions of these By-Laws shall take precedence.

SECTION 2. Rules and Regulations. All rules and regulations proposed by the Board of Directors or by any committee appointed by the Board of Directors to act on its behalf shall be adopted in accordance with Section 11-111 of the Act.

SECTION 3. Effect of Rules and Regulations. Any rules and regulations, when adopted in accordance with Section 11-111 of the Act, shall have the same effect as if they were incorporated in these By-Laws by direct reference. Said rules and regulations, upon proper adoption under the above procedures, shall be enforced in the same manner as all other provisions of the By-Laws.

ARTICLE IX.
INSURANCE

SECTION 1. Insurance. The Board of Directors, as authorized representative of the Council, shall procure and maintain as a Common Expense, in the Council's name as agent or trustee for the benefit of the Unit Owners and each such Unit Owner's Mortgagee, if applicable, a policy or policies of insurance in insurance companies licensed to do business in the State of Maryland. Each Unit Owner hereby appoints the Board of Directors as attorney-in-fact for the purpose of purchasing and maintaining such insurance as may be required by the Act, and any other insurance the Board of Directors deems appropriate, including, by way of example and not by limitation: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. Losses payable under any such policies of insurance shall be payable in favor of the Council as trustee for each Unit Owner and each such Unit Owner's Mortgagee, if any, to receive, hold or otherwise properly dispose of any proceeds of insurance on behalf of the Unit Owners and their first Mortgagees as their interests may appear. Evidence of insurance shall be issued to each Unit Owner and Mortgagee upon request. The following policies of insurance shall, to the extent obtainable, be acquired:

(a) A policy or policies insuring the Building, including fixtures and building service equipment to the extent they are part of the Common Elements of the Condominium, as well as common personal property and supplies, and other common personal property belonging to the Council, against loss, damage or destruction by fire or other casualty, including flood, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicle, falling objects, smoke, malicious mischief, vandalism, collapse through weight of snow, ice or sleet, water, and other similar casualty, in an aggregate amount equal to the full insurable replacement value of the building, including Units, without regard to depreciation, with a deductible not to exceed the lesser of \$10,000 or 1% of the policy face amount (which deductible shall be funded as and paid for from an operating reserve account). The policy or policies, unless otherwise insuring the Condominium Units against loss, damage or destruction, shall have a contingent or conditional endorsement, with limits equal to the replacement value of the Units, providing for payment by the insurer of a sum sufficient for restoration of each Unit to a tenantable condition, in the event that the Unit Owner thereof shall fail or refuse to restore his Unit within a reasonable time after loss, damage or destruction of such Unit, by fire or other

casualty insured against. In addition, the policy or policies shall, if obtainable, include an inflation guard endorsement and a special condominium endorsement. In lieu of the foregoing insurance, the Board of Directors may procure and maintain such other insurance against loss, damage or destruction of the Common Elements, and the Units, as shall give substantially equal or greater protection to the Unit Owners, as their interest may appear.

(b) Such insurance as will protect the Unit Owners, and each of them, from claims under workmen's compensation acts and other employee benefit acts.

(c) Such insurance as will protect any manager, the Board of Directors, the Unit Owners, and each of them, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to property, any or all of which may arise out of or result from ownership of any interest in the Condominium or the management or operation of the Condominium, or because of any injury or damage sustained on or attributable to the Condominium, including the ownership, maintenance and use of the walkways and driveways outside the Building. It is intended that the insurance described in this subsection be a comprehensive general liability policy endorsed to protect each Unit Owner against all liability arising out of or otherwise attributable to the Condominium, including operation of the premises, products liability, liability attributable to work or other act of an independent contractor, or let or sublet work, landlords-tenants liability, and contractual liability. Further, the insurance shall cover the liability of one or more Unit Owners, as parties insured, to one or more of the remaining Unit Owners, though also parties insured. Such public liability insurance shall be in the limits of at least \$1,000,000.00 for injuries to persons (including death) and property damage in any one accident. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(d) If any part of the improvements of the Condominium are in a special flood hazard area, a master or blanket policy of flood insurance.

(e) Each Unit Owner shall procure and maintain in his own right a policy or policies insuring his Unit, including fixtures, equipment and all other constituent elements of that Unit as described in Section 3.2.4 of the Declaration, against loss, damage or destruction by fire or other casualties enumerated in paragraph (a) of Section 1 of this Article VI, in an aggregate amount equal to the full insurable replacement value of the Unit.

(f) In all events, each policy of insurance procured under this Section shall contain a waiver of the insurer's subrogation rights against each Unit Owner, and a waiver of any defense maintainable by the insurer by reason of any co-insurance provision of any policy or by reason of any act or neglect of any Unit Owner, whether before or after the loss, damage or destruction may occur. Further, each policy of insurance shall provide that the insurance procured by each Unit Owner in his own right covering losses from fire, casualty, liability or otherwise shall not serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer. Each such policy, together with any required fidelity bond, shall also require the insurer to notify in writing the Council and each named mortgagee at least ten (10) days before it cancels or substantially changes coverage. Each such policy shall contain a standard mortgagee policy. Each policy of insurance procured under paragraphs (a), (b) or (c) of this Section shall state that the exclusive right and authority to adjust losses under the policy shall be vested in the Council.

SECTION 2. Repairs and Replacements. Unless more than two-thirds (2/3rds) of the Building is destroyed, the proceeds of any insurance policy procured under the provisions of paragraph (a) of Section 1 of this Article 18 shall be applied to repair, restore and reconstruct the Units and Common Elements as provided in Article VI, Section 10(a). If the proceeds of insurances are insufficient to cover the cost of any necessary repair, replacement or restoration of the Common Elements, such excess cost shall be paid by the Unit Owners as a Common Expense, upon special assessment therefor and levy thereof by the Board of Directors against each Unit Owner in accordance with his percentage interest in the Common Elements.

SECTION 3. Disbursement of Insurance Proceeds. If more than two-thirds (2/3rds) of the Building is destroyed, then the disbursement of the proceeds of all insurance policies shall be paid in accordance with and governed by the provisions of Article VI, Section 10.

SECTION 4. Applications for Insurance. Each Unit Owner shall furnish such information and sign such application forms or other documents, if any, as may be required to obtain insurance as provided in this Article IX.

ARTICLE X.
FINANCE

SECTION 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year and

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

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

SECTION 3. Auditing. At the close of each fiscal year, the books and records of the Condominium shall be compiled (unless audited pursuant to the provisions of Section 3.4.2 of the Declaration) and if an audit is by an independent Certified Public Accountant, his report shall be prepared, and may be certified, in accordance with generally accepted auditing standards. Based upon such compilation, audit or report, the Council shall furnish the Unit Owners with an annual financial statement, including the income and disbursements of the Council.

SECTION 4. Inspection of Books. The books and records of the Council, and vouchers accrediting the entries made thereupon, shall be available for examination and copying by any Unit Owner, his mortgagee, and/or their respective duly authorized agents or attorneys, during normal business hours, for purposes reasonably related to their interests in a Unit and after written request stating their names, addresses and the Unit number or address of the Unit in which they have an interest.

SECTION 5. Checks, Drafts, etc. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Condominium or the Council, shall be signed by officers or agents of the condominium, as determined by the Board of Directors.

(n)
ARTICLE XI.
AMENDMENTS

SECTION 1. Amendments. Except as provided in Section 2 of this Article, these By-Laws may be amended by the

affirmative vote of Unit Owners representing seventy-five percent (75%) of the total votes of the Condominium. Amendments may be proposed by the Board of Directors or by a petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Condominium. A description of the proposed amendment shall accompany the notice of the regular or special meeting at which such proposed amendment is to be voted upon, and said notice shall also be given to the holders of all Mortgages in the Condominium. Any amendment adopted by the Council shall be effective only upon recordation among the Land Records of Harford County, Maryland. The recorded amendment shall set out the Sections of these By-Laws being amended and the applicable provisions of the "Act".

SECTION 2. Material Amendments. Material amendments to these By-Laws, including, but not by way of limitation, changes with respect to voting rights, assessment liens, reserves and responsibilities for maintenance, repair and replacement of Common Elements, insurance, and fidelity bonds, may be amended only by the affirmative vote of fifty-one percent (51%) of holders of Mortgages which have, by written notice, reserved the right to vote on such amendments, in addition to compliance with the provisions of Section 1 of this Article.

**ARTICLE XII.
COMPLIANCE-INTERPRETATION-MISCELLANEOUS**

SECTION 1. Compliance. These By-Laws are set forth in compliance with the requirements of the "Act" and all applicable State, County and local laws and ordinances notwithstanding anything in these By-Laws to the contrary, whether expressed or implied. It is the further intent of the Developer that the Declaration and these By-Laws and the Condominium in general meet all requirements necessary to purchase, guarantee and insure or subsidize any Mortgage of any Unit by the Federal Home Loan Mortgage Corporation ("FHLMC"), Veterans Administration (VA) or the Federal National Mortgage Association ("FNMA").

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

SECTION 3. Resident Agent. Trenton Property Services, Inc., a Maryland corporation, is designated as the entity authorized to accept service of process in any action relating to the Condominium or to the General or Limited Common Elements, as authorized under the "Act". The Board of Directors may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process as set forth above, provided that proper notification of such change be promptly filed with the Maryland Department of Assessments and Taxation. Following the first annual meeting of the Condominium, the Council of Unit Owners shall register with the Department of Assessments and Taxation. The Council of Unit Owners shall provide the Department with the names and mailing addresses of the Condominium's officers and directors. An updated list, including the name and address of the Resident Agent and managing agent, if any, shall be provided to the Department of Assessments and Taxation on the following April 15 and each April 15 thereafter.

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

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

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

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

WITNESS, the hand and seal of the President of the Developer, this 21st day of October, 1993.

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP
By: Harford Land Development, Inc., General Partner

Donald Stitzgall

By: David M. Tolmie
David M. Tolmie, President

Council of Unit Owners of English Country Manor II Condominium

Collection Procedure



COLLECTION PROCEDURE OUTLINE
ENGLISH COUNTRY MANOR II CONDOMINIUM ASSOCIATION, INC.

1. The management company, with board approval, will prepare a late notice letter to be sent on the 30th of each month to all owners who are delinquent in payment of assessments, reminding the owner that payment is overdue.

2. The management company, with board approval, will prepare a second late notice letter to be sent on the 60th day after payment is due to all owners who are delinquent in payment of assessments, reminding and requesting immediate payment. The management company, with board approval, will prepare a Final Notice letter to be sent on the 90th day after payment is due to all owners who are delinquent in payment of assessments, reminding and requesting immediate payment, and advising the owner that unless payment is received within 15 days, the matter will be turned over to the attorney and the owner will automatically be responsible for costs of collection and attorneys fees of \$300.00.

3. Fifteen (15) days after the Final Notice letter has been sent if payment in full has not been received, the management company, with board approval, will forward to the attorney, in writing, any delinquent account for collection.

4. The attorney will send immediately, by certified mail, restricted delivery, a demand letter and Notice of Intention to Create Lien, to all owners who are delinquent. The letter will demand payment of all past-due assessments, late charges, costs of collection (which include costs incurred by our office for photocopying, postage, messenger service, court costs, etc. . .) and a collection fee of \$300.00. The letter will also advise the owner that the owner is responsible for all attorney's fees for the time expended by the attorney in collection of the account. The owner will also be responsible for payment of the all title search fees, judgment searches, information searches, attorney's fees and all other expenses incurred in collecting the account. The Notice of Intention to Create Lien will advise the owner of the intent to record a lien against the property, and of the right to contest the amount claimed and file a complaint in the Circuit Court ("Circuit Court"). The attorney will cause the Notice to be:

(a) mailed to the delinquent owner's last known address; and

(b) posted, in a conspicuous manner, on the delinquent owner's property by the Association, in the presence of a competent witness.

5. The Notice of Intention to Create Lien will advise the delinquent owner that they have 30 days from the date of service of the Notice to file a complaint in the Circuit Court to determine whether probable cause exists for the establishment of the lien. If the owner fails to file a complaint within the 30 day period, a Statement of Association Lien, previously prepared by the attorney, will be filed in the Land Records in which the property is located. Notice of Intention to foreclose will also be sent to the holders of all mortgages upon the property. Additional attorney's fees and expenses of \$450.00 will be added to the delinquent account upon filing of the Statement of Lien. The Statement of Association Lien will claim all assessments,

late fees, interest and other charges permitted by law, together with reasonable attorneys' fees.

6. Payment tendered to the attorney or the management company may be by certified check, cashier's check, money order, personal check, credit or debit card or cash or other form as agreed by McMullen & Drury, P.A. The management company will forward all payments it receives to the attorney. Personal checks tendered to the attorney may be accepted or be returned to the owner in the attorney's discretion. All checks returned unpaid will incur a service charge. Any payments tendered to the Association after the delinquent owner's account has been referred to the attorney will:

a. Be returned to the delinquent owner; or

b. Be forwarded to the attorney and will be applied first to the attorney's fees and costs of collection and then to the oldest delinquent assessments. Any such acceptance shall not be construed as a payment for satisfaction of delinquent assessments, late charges, interest, costs of collection, and attorneys' fees due, and such assessments, late charges, interest, costs, and fees shall continue to accrue, until paid in full.

7. If the owner files a complaint in the Circuit Court to determine whether probable cause exists for the establishment of a lien, the attorney will advise the Board of Directors and the management company of the filing. The attorney will advise the Board and the management company of any hearing date established by the Circuit Court, and take any and all legal action necessary to establish the lien. If a Court hearing is required, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed in the Notice of Intention to Create Lien. The attorney will request the Circuit Court to assess all legal expenses against the owner for all attorneys' fees and costs incurred in establishing the lien.

8. If the Circuit Court determines that probable cause exists for the establishment of the lien, the attorney will prepare the lien in accordance with Paragraph 4 above. If the Circuit Court determines that probable cause does not exist for the establishment of the lien, the attorney will advise the Board of the Court's decision and recommend what further action, if any, should be taken against the owner.

9. If no payment is received from the owner within 30 days after the date of establishment of the lien, the attorney will prepare a Notice of Intention to Foreclose and send it to the owner. Thereafter the attorney will file a Petition for Foreclosure in the Circuit Court and/or file a Complaint in the District Court of Maryland. The management company, with board approval, will execute any pleadings necessary for filing in the Circuit or District Court. If trial in District Court is necessary, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed.

10. Full payment will be accepted from the delinquent owner at any time until the auction for the property under foreclosure, and such payment shall include all assessments, late charges, accrued interest, attorneys' fees, costs of collection, and auction costs incurred. Only

payments by certified check, cashiers's check, or money order, will be accepted. Personal checks will not be accepted and will be returned to the owner.

11. The attorney will keep a full accounting of all fees and expenses paid by it, and will request the same of the management company.

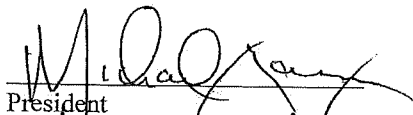
12. If it is the intention of the attorney that the least cumbersome, most effective method of collection, will be used at all times.

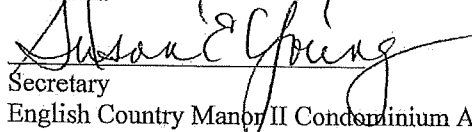
13. In order to facilitate the collection of delinquent assessments, the management company, with board approval, will advise the attorney of any and all information pertaining to the owner, including place of employment and bank account information, if known. This information is requested in order to provide the attorney with the alternative of filing suit in the District Court of Maryland to obtain judgment as opposed to instituting foreclosure.

14. The Board of Directors will not agree to any payment arrangement with the owner after the account has been forwarded to the attorney for collection. If the attorney administers the payments under a payment agreement, the owner will be responsible for an attorney fee of \$25.00 per installment.

15. This procedure will be reviewed at least annually by the Board of Directors of the Association in consultation with the attorney and the management company, to assure that the procedure is effective.

ADOPTED this 21st day of June, 2017 by the Board of Directors of English Country Manor II Condominium Association, Inc.


President


Secretary
English Country Manor II Condominium Association, Inc.

Council of Unit Owners of English Country Manor II Condominium

Condominium Declaration



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FIRST AMENDMENT TO DECLARATION OF
ENGLISH COUNTRY MANOR II CONDOMINIUM ✓

REC FE 30.00
SURREG 2.00
HARF.CO. 32.00
#31150 CGH R52 114:43
12/20/93

THIS FIRST AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 20 day of December, 1993, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

W I T N E S S E T H:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 349, the Developer established a condominium regime pursuant to the laws of Maryland; and

WHEREAS, pursuant to said Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in said Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all improvements thereon situate and lying in Harford County, Maryland which is described on Exhibit A-1 attached hereto and the outlines of which are set forth on the Condominium Plans entitled "Phase 2, English Country Manor II Condominium" intended to be recorded among the land records of Harford County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this First Amendment to Declaration, such amendment being as follows:

1. The Declaration is hereby amended by the addition of the following new section:

7.6 - An Additional Section is hereby added to the Condominium, known as "Phase 2", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 2 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the

Condominium shall be entitled to the percentage interest as shown on the attached Amended Exhibit_C.

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

THE HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc., General Partner

[Handwritten signature]

[Handwritten signature]
By: _____ (SEAL)
David M. Tolmie, President

STATE OF MARYLAND

COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this ____ day of December, 1993, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared DAVID M. TOLMIE, President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.




[Handwritten signature]
Notary Public

My Commission Expires: _____ (1/1/1)

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The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.



Daniel O. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O. Tracy, Jr., Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

Exhibit A-1

Phase 2, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the same at a point at the northeast corner of Phase 1 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 6, Folios 81 through 85, said point being in the northeasterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point being distant 629.10 feet from the southeast corner of said Parcel, thence binding on the northeasterly outline of said Parcel A-1,

1. South 54° 02' 19" East 629.10 feet, thence continuing to bind on the outline of the said Parcel A-1 and binding on Phases 1 through 9 of English Country Manor Condominium, seven courses, viz:
2. North 88° 45' 07" West 287.86 feet,
3. South 04° 26' 58" West 60.98 feet,
4. North 87° 05' 52" West 184.71 feet to a point of curvature,
5. By a curve to the left with a radius of 335.00 feet and an arc length of 132.38 feet, said curve being subtended by a chord bearing South 81° 34' 55" West 131.52 feet, to a point of tangency,
6. South 70° 15' 42" West 60.00 feet to a point of curvature,
7. By a curve to the right with a radius of 173.00 feet and an arc length of 88.60 feet, said curve being subtended by a chord bearing South 84° 56' 00" West 87.64 feet, and
8. By a curve to the left with a radius of 217.00 feet and an arc length of 33.62 feet, said curve being subtended by a chord bearing South 00° 07' 08" West 33.59 feet, thence leaving the said Phases 1 through 9 of English Country Manor Condominium and binding on the division line between the aforesaid Parcel A-1 and the Open Space Parcel as shown on the secondly mentioned plat, two courses, viz:

LIBER 2056 FOLIO 778

Exhibit A-1
Phase 2, English Country Manor II Condominium
Page 2

9. By a curve to the right with a radius of 113.00 feet and an arc length of 81.57 feet, said curve being subtended by a chord bearing North 27° 20' 15" West 79.81 feet, and
10. North 74° 20' 57" West 105.46 feet, thence running through and across the aforesaid Parcel A-1, three courses, viz:
 11. North 00° 37' 40" West 73.44 feet,
 12. North 12° 19' 26" East 36.96 feet, and
 13. By a curve to the right with a radius of 162.00 feet and an arc length of 22.81 feet, said curve being subtended by a chord bearing South 78° 22' 56" East 22.79 feet to a point and to intersect the outline of the existing Phase I of English Country Manor II Condominium, thence hitting on the southerly and southeasterly outline of the existing Phase I, six courses, viz:
 14. South 74° 20' 57" East 27.40 feet,
 15. South 14° 37' 08" West 38.51 feet,
 16. South 74° 20' 57" East 158.34 feet,
 17. By a curve to the left with a radius of 113.00 feet and an arc length of 25.28 feet, said curve being subtended by a chord bearing North 79° 42' 48" East 25.23 feet, to a point of tangency,
 18. North 73° 21' 53" East 59.00 feet, and
 19. North 15° 39' 03" East 370.87 feet to the place of beginning.

CONTAINING 3.534 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21.

LIBR 2056 FOLIO 779

AMENDED EXHIBIT "C"

Percentage Interests Currently Appurtenant to Each Unit

<u>Unit Number</u>	<u>Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits</u>
Phase 1	
292A	1.639%
292B	1.639%
292C	1.639%
292D	1.639%
292E	1.639%
292F	1.639%
292H	1.639%
292I	1.639%
292L	1.639%
292M	1.639%
292N	1.639%
292O	1.639%
292P	1.639%
294A	1.639%
294B	1.639%
294C	1.639%
294D	1.639%
294E	1.639%
294F	1.639%
294G	1.639%
294H	1.639%
294I	1.639%
294J	1.639%
294K	1.639%
294L	1.639%
294M	1.639%
294N	1.639%
294O	1.639%
294P	1.639%

LIBER 2056 FOLIO 780

204

Phase 2

204A	1.639%
204B	1.639%
204C	1.639%
204D	1.639%
204E	1.639%
204F	1.639%
204G	1.639%
204H	1.639%
204I	1.639%
204J	1.639%
204K	1.639%
204L	1.639%
204M	1.639%
204N	1.639%
204O	1.639%
204P	1.639%
206A	1.639%
206B	1.639%
206C	1.639%
206D	1.639%
206E	1.639%
206F	1.639%
206G	1.639%
206H	1.639%
206I	1.639%
206J	1.639%
206K	1.639%
206L	1.639%
206M	1.639%
206N	1.639%
206O	1.639%
206P	1.639%

LIBER 2056 FOLIO 781

SECOND AMENDMENT TO DECLARATION OF
ENGLISH COUNTRY MANOR II CONDOMINIUM

REC FE 34.00
SURCHG 2.00
H&RF.CO. 35.00
#974250 0002 R01 114745

03/21/94

THIS SECOND AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 21 day of March, 1994, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

W I T N E S S E T H:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 349 (the "Declaration"), the Developer established a condominium regime pursuant to the laws of Maryland; and

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all improvements thereon situate and lying in Harford County, Maryland which is described on Exhibit A-2 attached hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase 3 , English Country Manor II Condominium" intended to be recorded among the land records of Harford County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this Second Amendment to Declaration, such amendment being as follows:

1. The Declaration is hereby amended by the addition of the following new section:

7.7 - An Additional Section is hereby added to the Condominium, known as "Phase 3 ", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 3 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the

LIBER 2105 FOLIO 513

Condominium shall be entitled to the percentage interest as shown on the attached Amended Exhibit C.

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS: THE HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc., General Partner

Anna C. Betke

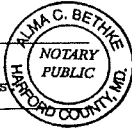
By: Linda G. Veach (SEAL)
Linda G. Veach, Vice-President

STATE OF MARYLAND
COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 21 day of March, 1994, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared LINDA G. VEACH, Vice-President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

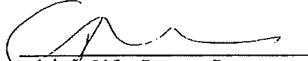
AS WITNESS, my hand and Notarial Seal.

Anna C. Betke
Notary Public
My Commission Expires 11/1/95



My Comm. Exps
Nov. 1, 1995

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.



Daniel O'C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O'C. Tracy, Jr., Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

EXHIBIT A-2

Phase 3, English Country Manor II Condominium, Town of Bel Air, Third Election District,
Harford County, Maryland.

BEGINNING for the same at a point at the northernmost corner of Phase 1 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 6, Folios 81 through 85, said point being in the northeasterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point being distant 167.11 feet from the northernmost corner of said Parcel A-1, thence leaving the outline of said parcel and binding on the outline of the said Phase 1 of English Country Manor II Condominium, six courses, viz:

1. South 12° 06' 35" West 454.10 feet,
2. South 15° 39' 03" West 27.00 feet,
3. North 74° 20' 57" West 2.50 feet to a point of curvature.
4. By a curve to the left with a radius of 162.00 feet and an arc length of 22.81 feet, said curve being subtended by a chord bearing North 78° 22' 56" West 22.79 feet,
5. South 12° 19' 26" West 36.96 feet, and
6. South 00° 37' 40" East 73.44 feet to a point and to intersect the Open Space Parcel as shown on the last mentioned plat, thence binding thereon,
7. By a curve to the left with a radius of 53.00 feet and an arc length of 52.97 feet, said curve being subtended by a chord bearing South 77° 01' 17" West 50.79 feet, thence leaving said Open Space Parcel and running through and across the aforesaid Parcel A-1, three courses, viz:
8. North 41° 36' 30" West 109.00 feet,
9. By a curve to the right with a radius of 162.00 feet and an arc length of 23.56 feet, said curve being subtended by a chord bearing North 52° 33' 27" East 23.54 feet, and

LIBER 2105 FOLIO 516

3.133 Acre Parcel
March 3, 1994
Page 2

10. North 33° 16' 36" West 251.52 feet to a point and to intersect the southeasterly right-of-way line of the Bel Air Bypass (Relocated U.S. Route 1) and to intersect the outline of the aforesaid Parcel A-1, thence binding on the said right-of-way line and on the outline of said Parcel A-1, two courses, viz:
11. North 30° 49' 25" East 78.32 feet, and
12. North 32° 48' 33" East 369.40 feet, thence leaving the said Bypass and continuing to bind on the outline of the said Parcel A-1,
13. South 54° 02' 19" East 167.11 feet to the place of beginning.

CONTAINING 3.133 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21.

LIBER 2105 FOLIO 517

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

<u>Unit Number</u>	<u>Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits</u>
Phase 1	
292A	1.075%
292B	1.075%
292C	1.075%
292D	1.075%
292E	1.075%
292F	1.075%
292H	1.075%
292I	1.075%
292L	1.075%
292M	1.075%
292N	1.075%
292O	1.075%
292P	1.075%
294A	1.075%
294B	1.075%
294C	1.075%
294D	1.075%
294E	1.075%
294F	1.075%
294G	1.075%
294H	1.075%
294I	1.075%
294J	1.075%
294K	1.075%
294L	1.075%
294M	1.075%
294N	1.075%
294O	1.075%
294P	1.075%
Phase 2	
204A	1.075%
204B	1.075%
204C	1.075%
204D	1.075%
204E	1.075%
204F	1.075%
204G	1.075%

LIBER2 105 FOLIO 518

6693/BLUBNP

204H	1.075%
204I	1.075%
204J	1.075%
204K	1.075%
204L	1.075%
204M	1.075%
204N	1.075%
204O	1.075%
204P	1.075%
206A	1.075%
206B	1.075%
206C	1.075%
206D	1.075%
206E	1.075%
206F	1.075%
206G	1.075%
206H	1.075%
206I	1.075%
206J	1.075%
206K	1.075%
206L	1.075%
206M	1.075%
206N	1.075%
206O	1.075%
206P	1.075%

Phase 3

296A	1.075%
296B	1.075%
296C	1.075%
296D	1.075%
296E	1.075%
296F	1.075%
296G	1.075%
296H	1.075%
296I	1.075%
296J	1.075%
296K	1.075%
296L	1.075%
296M	1.075%
296N	1.075%
296O	1.075%
296P	1.075%
298A	1.075%
298B	1.075%
298C	1.075%
298D	1.075%
298E	1.075%
298F	1.075%
298G	1.075%
298H	1.075%
298I	1.075%

6693/BLUENP

-3-

LIBR2 105 FOLD 520

298J
298K
298L
298M
298N
298O
298P

1.075%
1.075%
1.075%
1.075%
1.075%
1.075%
1.075%

FOURTH AMENDMENT TO DECLARATION OF
ENGLISH COUNTRY MANOR II CONDOMINIUM

REC FE 34.00

THIS FOURTH AMENDMENT TO DECLARATION OF ENGLISH
COUNTRY MANOR II CONDOMINIUM, made this 24 day of May, 1994,
by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland
limited partnership (hereinafter referred to as the
"Developer"),

SURCHS 2.00
HMF.CO. 38.00

W I T N E S S E T H:

WHEREAS, by Declaration entitled "Declaration of
English Country Manor II Condominium," dated October 21, 1993,
recorded among the Land Records of Harford County, Maryland in
Liber CGH No. 2025 at Folio 349 (the "Declaration"), the
Developer established a condominium regime pursuant to the laws
of Maryland; and #053260 C002 R01 T14:51

WHEREAS, pursuant to the Declaration, the Developer
reserved the right to expand and add to the condominium regime
certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for
such expansion have been satisfied, including those set forth
in the Declaration; and

05/24/94

WHEREAS, Developer hereby desires to expand and add to
such condominium that certain parcel of land and all
improvements thereon situate and lying in Harford County,
Maryland which is described on Exhibit A-3 attached hereto and
the outlines of which are set forth on the Condominium Plats
entitled "Phase 4, English Country Manor II Condominium"
intended to be recorded among the land records of Harford
County, Maryland, simultaneously with recordation of this
instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7
of the Declaration, does hereby execute this Second Amendment
to Declaration, such amendment being as follows:

1. The Declaration is hereby amended by the addition
of the following new section:

7.8 - An Additional Section is hereby added
to the Condominium, known as "Phase 4",
which shall contain 32 Units and certain
Common Elements. Each Unit Owner in Phase 4
is entitled to one (1) vote as established
in Section 5.3 of the Declaration, and each
Unit Owner of the Condominium shall be

LIBER 2135 FOLIO 250

entitled to the percentage interest as shown on the attached Amended Exhibit C.

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS: THE HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc.,
General Partner

[Signature]

By: *Linda G. Veach* (SEAL)
Linda G. Veach, Vice-President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

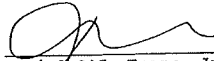
I HEREBY CERTIFY that on this 24th day of May, 1994, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared LINDA G. VEACH, Vice-President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 11/19/97

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.


Daniel O'C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O'C. Tracy, Jr., Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



EXHIBIT A-3

May 24, 1994

Phase 4, English Country Manor II Condominium, Town of Bel Air, Third Election District,
Harford County, Maryland.

BEGINNING for the same at a point at the westernmost corner of Phase 3 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 7, Folios 21 through 25, said point being in the northwesterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point also being on the southeast right-of-way line of the Bel Air Bypass (Relocated U.S. Route 1), thence leaving the said Bel Air Bypass and binding on the southwesterly side of the said Phase 3 of English Country Manor II Condominium, three courses, viz:

1. South 33° 16' 36" East 251.52 feet,
2. By a curve to the left with a radius of 162.00 feet and an arc length of 23.56 feet, said curve being subtended by a chord bearing South 52° 33' 27" West 23.54 feet, and
3. South 41° 36' 30" East 109.00 feet to a point and to intersect the outline of the Open Space Parcel as shown on the last mentioned plat, thence binding thereon,
4. By a curve to the left with a radius of 53.00 feet and an arc length of 49.58 feet, said curve being subtended by a chord bearing South 21° 35' 24" West 47.80 feet, thence leaving said Open Space Parcel and running for new lines of division through the aforesaid Parcel A-1, three courses, viz:
5. South 84° 47' 17" West 109.00 feet,
6. By a curve to the right with a radius of 162.00 feet and an arc length of 35.35 feet, said curve being subtended by a chord bearing North 01° 02' 21" East 35.28 feet, and

139 N. MAIN STREET, SUITE 200
BEL AIR, MARYLAND 21014
(410) 879-1690 (410) 836-7560
FAX (410) 879-1820

606-D BOSLEY AVENUE
TOWSON, MARYLAND 21204
(410) 821-1690
FAX (410) 821-1748

9090 JUNCTION DRIVE, SUITE 9
ANNAPOLIS JUNCTION, MARYLAND 20701
(410) 792-9448 (301) 470-4470
FAX (410) 792-7395

LIBER 2135 FOLIO 253

7. North 82° 42' 34" West 243.73 feet to intersect the aforesaid outline of Parcel A-1 and the southeast right-of-way line of the Bel Air Bypass, thence binding thereon,
8. North 30° 49' 25" East 342.62 feet to the place of beginning.

CONTAINING 1.455 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21.

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

<u>Unit Number</u>	<u>Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits</u>
Phase 1	
292A	0.80%
292B	0.80%
292C	0.80%
292D	0.80%
292E	0.80%
292F	0.80%
292H	0.80%
292I	0.80%
292L	0.80%
292M	0.80%
292N	0.80%
292O	0.80%
292P	0.80%
294A	0.80%
294B	0.80%
294C	0.80%
294D	0.80%
294E	0.80%
294F	0.80%
294G	0.80%
294H	0.80%
294I	0.80%
294J	0.80%
294K	0.80%
294L	0.80%
294M	0.80%
294N	0.80%
294O	0.80%
294P	0.80%
Phase 2	
204A	0.80%
204B	0.80%
204C	0.80%
204D	0.80%
204E	0.80%
204F	0.80%
204G	0.80%
204H	0.80%
204I	0.80%

LIBER 2135 FOLIO 255

204J	0.80%
204K	0.80%
204L	0.80%
204M	0.80%
204N	0.80%
204O	0.80%
204P	0.80%
206A	0.80%
206B	0.80%
206C	0.80%
206D	0.80%
206E	0.80%
206F	0.80%
206G	0.80%
206H	0.80%
206I	0.80%
206J	0.80%
206K	0.80%
206L	0.80%
206M	0.80%
206N	0.80%
206O	0.80%
206P	0.80%

Phase 3

296A	0.80%
296B	0.80%
296C	0.80%
296D	0.80%
296E	0.80%
296F	0.80%
296G	0.80%
296H	0.80%
296I	0.80%
296J	0.80%
296K	0.80%
296L	0.80%
296M	0.80%
296N	0.80%
296O	0.80%
296P	0.80%
298A	0.80%
298B	0.80%
298C	0.80%
298D	0.80%
298E	0.80%
298F	0.80%
298G	0.80%
298H	0.80%
298I	0.80%
298J	0.80%
298K	0.80%
298L	0.80%

298M	0.80%
298N	0.80%
298O	0.80%
298P	0.80%

Phase 4

300A	0.80%
300B	0.80%
300C	0.80%
300D	0.80%
300E	0.80%
300F	0.80%
300G	0.80%
300H	0.80%
300I	0.80%
300J	0.80%
300K	0.80%
300L	0.80%
300M	0.80%
300N	0.80%
300O	0.80%
300P	0.80%
302A	0.80%
302B	0.80%
302C	0.80%
302D	0.80%
302E	0.80%
302F	0.80%
302G	0.80%
302H	0.80%
302I	0.80%
302J	0.80%
302K	0.80%
302L	0.80%
302M	0.80%
302N	0.80%
302O	0.80%
302P	0.80%

MORRIS & RITCHIE ASSOCIATES, INC.
139 NORTH MAIN STREET
SUITE 200
BEL AIR, MARYLAND 21014
879.1690

- 3 -

15310/BLURE

LIBER 2135 FOLIO 257

SIXTH AMENDMENT TO DECLARATION OF
ENGLISH COUNTRY MANOR II CONDOMINIUM

THIS SIXTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY
MANOR II CONDOMINIUM, made this 15th day of October, 1994, by
HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland
limited partnership (hereinafter referred to as the
"Developer"),

TAP TO SLICE \$ 2.00
RECORDING FEE 28.00
TOTAL 30.00
Res#4493 Acct#2953

W I T N E S S E T H:

WHEREAS, by Declaration entitled "Declaration of
English Country Manor II Condominium," dated October 21, 1993,
recorded among the Land Records of Harford County, Maryland in
Liber CGH No. 2025 at Folio 1049 (the "Declaration"), the
Developer established a condominium regime pursuant to the laws
of Maryland; and

CGH PR 21044173
Oct 12, 1994 02:02 PM

WHEREAS, pursuant to the Declaration, the Developer
reserved the right to expand and add to the condominium regime
certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for
such expansion have been satisfied, including those set forth
in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to
such condominium those certain three (3) condominium units
known as the units 292G, 292K and 292J, the outlines of which
are set forth on the Condominium Plats entitled "Phase 1A,
English Country Manor II Condominium" intended to be recorded
among the Land Records of Harford County, Maryland,
simultaneously with the recording of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7
of the Declaration, does hereby execute this Sixth Amendment to
Declaration, such amendment being as follows:

1. The Declaration is hereby amended by the addition
of the following new section:

7.10 - An Additional Section is hereby added
to the Condominium, known as "Phase 1A",
which shall contain 3 Units. Each Unit
Owner in Phase 1A is entitled to one (1)
vote as established in Section 5.3 of the
Declaration, and each Unit Owner of the
Condominium shall be entitled to the
percentage interest as shown on the attached
Amended Exhibit C.

LIBER 186 FOLIO 947

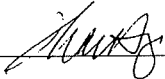
2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc., General Partner



By:  (SEAL)
David M. Tolmie, President

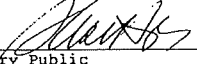
STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 12 day of October, 1994, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared DAVID M. TOLMIE, President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.





Notary Public

My Commission Expires:
2/1/97

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.

Daniel O.C. Tracy, Jr. by vjk
Daniel O.C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O.C. Tracy, Jr., Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

<u>Unit Number</u>	<u>Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits</u>
PHASE 1	
292A	0.625%
292B	0.625%
292C	0.625%
292D	0.625%
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294O	0.625%
294P	0.625%
PHASE 1A	
292G	0.625%
292K	0.625%
292J	0.625

LIBER 2186 FOLIO 950

PHASE 2

204A	0.625%
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LIBER 2186 FOLIO 951

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PHASE 4

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PHASE 5

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MORRIS & RITCHIE ASSOCIATES, INC.
139 NORTH MAIN STREET
SUITE 200
BEL AIR, MARYLAND 21014
879-1690

16783/BLURE

**FIFTH AMENDMENT TO DECLARATION OF
ENGLISH COUNTRY MANOR II CONDOMINIUM**

REC FE 75.00
SURCHG 2.00
HARF. CO. 77.00
4441980 0003 R02 114:28
09/03/94

73-
THIS FIFTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY
MANOR II CONDOMINIUM, made this 2nd day of ~~NOV~~ 1994, by
HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland
limited partnership (hereinafter referred to as the
"Developer"),

W I T N E S S E T H:

WHEREAS, by Declaration entitled "Declaration of
English Country Manor II Condominium," dated October 21, 1993,
recorded among the Land Records of Harford County, Maryland in
Liber CGH No. 2025 at Folio 1049 (the "Declaration"), the
Developer established a condominium regime pursuant to the laws
of Maryland; and

WHEREAS, pursuant to the Declaration, the Developer
reserved the right to expand and add to the condominium regime
certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for
such expansion have been satisfied, including those set forth
in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to
such condominium that certain parcel of land and all
improvements thereon situate and lying in Harford County,
Maryland which is described on Exhibit A-4 attached hereto and
the outlines of which are set forth on the Condominium Flats
entitled "Phase 5, English Country Manor II Condominium"
intended to be recorded among the Land Records of Harford
County, Maryland, simultaneously with recordation of this
instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7
of the Declaration, does hereby execute this Fifth Amendment to
Declaration, such amendment being as follows:

1. The Declaration is hereby amended by the addition
of the following new section:

7.9 - An Additional Section is hereby added
to the Condominium, known as "Phase 5",
which shall contain 32 Units and certain
Common Elements. Each Unit Owner in Phase 5
is entitled to one (1) vote as established
in Section 5.3 of the Declaration, and each
Unit Owner of the Condominium shall be

LIBER 2163 FOLIO 660

entitled to the percentage interest as shown on the attached Amended Exhibit C.

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

HARFORD LAND DEVELOPMENT
LIMITED PARTNERSHIP

By: Harford Land
Development, Inc.,
General Partner

Edward F Kelly

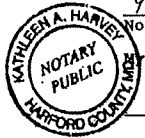
By: David M. Tolmie (SEAL)
David M. Tolmie, President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 2 day of Aug., 1994, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared DAVID M. TOLMIE, President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.




Kathleen A. Harvey
Notary Public
Commission Expires:
June 24, 1998

- 2 -

16059/BLURE

LIBER 2163 FOLIO 661

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.


Daniel O'C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O'C. Tracy, Jr., Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201
(Home 879-1690)

16059/BLURE

- 3 -

LIBER 2163 FOLIO 662

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



EXHIBIT A-4

August 1, 1994

Phase 5, English Country Manor II Condominium, Town of Bel Air, Third Election District,
Harford County, Maryland.

BEGINNING for the first at a point at the westernmost corner of Phase 4 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 7, Folios 38 through 42, said point being in the northwesterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point also being on the southeast right-of-way line of the Bel Air Bypass (Relocated U.S. Route 1), thence leaving the said Bel Air Bypass and binding on the southwesterly side of the said Phase 4 of English Country Manor II Condominium, three courses, viz:

1. South 82° 42' 34" East 243.73 feet,
2. By a curve to the left with a radius of 162.00 feet and an arc length of 35.35 feet, said curve being subtended by a chord bearing South 01° 02' 21" West 35.28 feet, and
3. North 84° 47' 17" East 109.00 feet to a point and to intersect the outline of the Open Space Parcel as shown on the last mentioned plat, thence binding thereon, four courses, viz:
4. By a curve to the left with a radius of 53.00 feet and an arc length of 63.95 feet, said curve being subtended by a chord bearing South 39° 46' 50" East 60.14 feet, to a point of tangency,
5. South 74° 20' 57" East 79.44 feet to a point of curvature,
6. By a curve to the right with a radius of 185.18 feet and an arc length of 108.94 feet, said curve being subtended by a chord bearing South 57° 29' 42" East 107.38 feet, and
7. By a curve to the right with a radius of 164.00 feet and an arc length of 18.18 feet, said curve being subtended by a chord bearing North 62° 23' 51" East 18.17 feet, to a point and to intersect the outline of Parcel A-1, thence binding thereon,

139 N MAIN STREET, SUITE 200
BEL AIR, MARYLAND 21014
(410) 875-1690 (410) 836-7560
FAX (410) 879-1820

110 WEST ROAD, SUITE 105
TOWSON, MARYLAND 21284
(410) 821-1690
FAX (410) 821-1748

9090 JUNCTION DRIVE SUITE 9
ANNAPOLIS JUNCTION, MARYLAND 20701
(410) 792-9446 (301) 470-4470
FAX (410) 792-7395

LIBER 2163 FOLIO 663

8. By a curve to the right with a radius of 95.00 feet and an arc length of 62.55 feet, said curve being subtended by a chord bearing South 01° 17' 34" West 42.19 feet, to a point, said point being at the northernmost corner of Parcel 6-1 as shown on the first mentioned plat, thence binding on the northwesterly side of said Parcel 6-1,
9. South 34° 24' 33" West 65.87 feet to a point and to intersect the aforesaid outline of Parcel A-1, thence binding thereon,
10. By a curve to the right with a radius of 95.00 feet and an arc length of 6.83 feet, said curve being subtended by a chord bearing South 56° 45' 21" West 6.83 feet, to a point, said point being at the easternmost corner of Parcel 8-1 as shown on the aforesaid plat, thence binding on the outline of said Parcel 8-1, three courses, viz:
 11. North 32° 46' 04" West 60.89 feet,
 12. South 57° 13' 56" West 28.40 feet, and
 13. South 32° 46' 03" East 4.89 feet to a point and to intersect the aforesaid outline of the said Parcel A-1, thence binding thereon, nine courses, viz:
 14. South 44° 04' 19" West 10.17 feet
 15. By a curve to the left with a radius of 74.00 feet and an arc length of 45.38 feet, said curve being subtended by a chord bearing North 63° 29' 48" West 44.67 feet, to a point of tangency,
 16. North 81° 03' 55" West 2.70 feet to a point of curvature,
 17. By a curve to the right with a radius of 233.00 feet and an arc length of 100.50 feet, said curve being subtended by a chord bearing North 68° 42' 30" West 99.72 feet, to a point of tangency,
 18. North 56° 21' 06" West 45.00 feet to a point of curvature,

LIBER 2163 FOLIO 664

Phase 5, English Country Manor II Condominium
August 1, 1994
Page 3

19. By a curve to the right with a radius of 50.00 feet and an arc length of 32.29 feet, said curve being subtended by a chord bearing North 37° 51' 06" West 31.73 feet,
20. South 70° 38' 58" West 30.00 feet,
21. South 32° 10' 45" West 78.18 feet, and
22. South 09° 37' 27" East 19.77 feet, thence running for a new line of division through the aforesaid Parcel A-1,
23. North 85° 10' 20" West 333.57 feet to a point and to intersect the aforesaid outline of Parcel A-1 and to intersect the aforesaid right-of-way of the Bel Air Bypass, thence binding thereon,
24. North 30° 49' 25" East 244.63 feet to the place of beginning.

CONTAINING 2.279 acres of land, more or less.

BEGINNING for the second at a point in and distant 33.00 feet from the beginning of the South 58° 41' 22" East 206.96 foot line on the outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21, thence binding on the said outline of Parcel A-1, two courses, viz:

1. South 58° 41' 22" East 173.96 feet, and
2. South 57° 23' 00" East 14.66 feet, thence running for new lines of division through the aforesaid Parcel A-1, four courses, viz:
3. South 67° 39' 10" West 186.46 feet,
4. North 22° 20' 50" West 36.28 feet to a point of curvature,
5. By a curve to the right with a radius of 120.00 feet and an arc length of 112.38 feet, said curve being subtended by a chord bearing North 04° 28' 54" East 108.32 feet, to a point of tangency, and
6. North 31° 18' 38" East 32.37 feet to the place of beginning.

LIBER 2163 FOLIO 665

Phase 5, English Country Manor II Condominium
August 1, 1994
Page 4

CONTAINING 0.397 acres of land, more or less.

Both Parcels 1 and 2 being part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 80, Folio 21.

LIBER 2163 FOLIO 666

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PHASE 3

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LIBER 2163 FOLIO 668

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PHASE 4

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PHASE 5

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LIBER 2163 FOLIO 670

DECLARATION OF CONDITIONS
RELATING TO ROADS

REC FE 49.00

SURCHG 2.00

THIS DECLARATION dated November 25, 1992, by
HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP (the
"Partnership"), and COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY
MANOR CONDOMINIUM (the "Council").

HARF. CO. 51.00

RECITALS

A. The Partnership owns all that land located in
Harford County, Maryland, more particularly described in
Exhibit A attached hereto and made a part hereof (the "Phase 2
Area").

877640 C002 R01 114:58

492

B. The Council is an unincorporated association the
members of which are all owners of units in that certain
condominium regime (the "Existing Condominium") known as
"English Country Manor Condominium" created by recordation of a
condominium declaration recorded among the Land Records of
Harford County, Maryland in Liber 1650, folio 79, as amended.

10/21/93

C. The Partnership intends to develop all or a
portion of the Phase 2 Area into a project containing a maximum
of two hundred twenty four (224) dwelling units.

D. Section 12 of the condominium declaration for the
Existing Condominium encumbers the Existing Condominium with
easements for the benefit of owners of the Phase 2 Area but
also provides that certain of the costs therefor be shared by
owners of the Phase 2 Area.

E. The Partnership desires to subject the Phase 2
Area to the conditions set forth below which are for the
purposes of ensuring payment to the Council.

F. The Partnership and the Council hereby declare
that the Phase 2 Area and the Condominium Property
(collectively the "Property") shall be held, sold and conveyed
subject to the conditions set forth below.

I. GENERAL

1.1. General Provisions

(a) Whenever used in this Declaration, the following
terms, when capitalized, shall have the following meanings
unless the context indicates clearly a contrary intent or
unless otherwise provided specifically herein:

LIBER 025 FOLIO 024



(i) "Common Facilities" means all the roadways, ramps and exterior paved areas in the Existing Condominium which may exist from time to time for the purpose of providing vehicular and pedestrian ingress and egress and all exterior landscaping in the Existing Condominium maintained by the Council.

(ii) "Entrance Gate" means the gatehouse located on English Manor Lane at the entrance of the Existing Condominium.

(iii) "Existing Owner" means the record owner of any Existing Unit, his successors and assigns (including tenants).

(iv) "Existing Unit" means each individual dwelling unit now or hereafter located in the Existing Condominium.

(v) "Owner" means the record owner of any Unit, his successors or assigns (including tenants).

(vi) "Phase 2 Owner" means the council of unit owners for any condominium regime established in the Phase 2 Area, and any owner of the fee simple title to any remaining portion of the Phase 2 Area.

(vii) "Unit" means each of the individual dwelling units now or hereafter located on the Phase 2 Area.

(viii) "Utilities" means utilities and their associated distribution systems located in the Existing Condominium but serving the Phase 2 Area.

1.2 Incorporation of Recitals.

The Recitals are hereby incorporated as if fully set forth herein.

II. AFFIRMATION OF EASEMENTS FOR BENEFIT OF PHASE 2 AREA

2.1 Ingress/Egress and Use Easements

The Council hereby acknowledges and affirms the easements for the benefit of the Phase 2 Area created pursuant to the provisions of Section 12 of the condominium declaration for the Existing Condominium.

III. COSTS RELATING TO COMMON FACILITIES,
ENTRANCE GATE AND UTILITIES

3.1. Cost and Expense of Common Facilities, Entrance
Gate and Utilities.

Subject to the right of reimbursement as provided in Section 3.2, the costs of operating and maintaining the Common Facilities, the Entrance Gate and the Utilities shall be borne by the Existing Condominium. The Council shall maintain a comprehensive system of books and accounts in a manner reasonably satisfactory to the Phase 2 Owner showing and reflecting the cost and expense of operating and maintaining the Common Facilities, Entrance Gate and Utilities. All such books and accounts shall be available for inspection by the Phase 2 Owner at any time during normal business hours. At the end of each month the Council shall render to the Phase 2 Owner a detailed accounting showing the cost and expense of operating and maintaining the Common Facilities, Entrance Gate and Utilities during such month and stating the fractional share thereof payable by each Phase 2 Owner as determined pursuant to Section 3.2 hereof. Each Phase 2 Owner shall remit its share of such cost and expense to the Council within the later to occur of thirty (30) days after receipt by it of such accounting or by the thirtieth (30th) day of the month. If the parties hereto cannot agree as to the amount of the cost and expense incurred in operating and maintaining the Common Facilities, Entrance Gate and Utilities or the fractional share thereof for which each Phase 2 Owner is liable, then such questions shall be referred to an arbitrator in accordance with Article VI hereof, who shall determine the answers to such questions in accordance with generally accepted accounting principles. The decision of the arbitrator shall be final and binding on the parties hereto. All charges and fees of the arbitrator shall be paid equally by the Council and the Phase 2 Owner.

3.2 Reimbursement.

(a) Common Facilities. Commencing as of the first day of the month during which a portion of the Phase 2 Area is developed into one or more Units for which a certificate of occupancy has been issued, and continuing on the first day of each month thereafter, the Owner of each Unit which has been conveyed to a third party Owner shall pay to the Phase 2 Owner (who in turn shall pay to the Council) the monthly sum of \$.87 calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium, as reimbursement for the cost and expense of operating and maintaining the Common Facilities.

Commencing as of the earlier to occur of January 1, 1996 or the first day of the month during which all of the Phase 2 Area is developed into Units for which certificates of occupancy have been issued and such Units have been conveyed to third party Owners, and continuing on the first day of each month thereafter, the Phase 2 Owner shall pay to the Council one-third (1/3) of the cost and expense of operating and maintaining the Common Facilities, said sum having been calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium.

(b) Entrance Gate. Commencing as of the first day of the month during which a portion of the Phase 2 Area is developed into one or more Units for which a certificate of occupancy has been issued, and continuing on the first day of each month thereafter, the Owner of each Unit which has been conveyed to a third party Owner shall pay to the Phase 2 Owner (who in turn shall pay to the Council) the monthly sum of \$.22, calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium, as reimbursement for the cost and expense of operating and maintaining the Entrance Gate.

Commencing as of the first day of the month during which all of the Phase 2 Area is developed into Units for which certificates of occupancy have been issued and such Units have been conveyed to third party Owners, and continuing on the first day of each month thereafter, the Phase 2 Owner shall pay to the Council one-half (1/2) of the cost and expense of operating and maintaining the Entrance Gate, said sum having been calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium.

(c) Utilities. Commencing as of the first day of the month following the date of conveyance of a completed unit to a third party Owner, and continuing monthly thereafter, each such third party Owner shall reimburse the Council (through the Phase 2 Owner) for the cost of operating and maintaining the Utilities. Each third party Owner's responsibility for its monthly share of the cost of operating and maintaining the Utilities shall be determined by multiplying all such costs by a fraction the numerator of which is 1 and denominator of which is 399, then dividing such product by 12.

3.3 Operation and Maintenance of Common Facilities.

The Common Facilities shall be maintained and operated by the Council. Such Common Facilities shall be kept,

to the extent reasonably possible, in a state of maintenance and repair comparable to that existing when such Common Facilities were first constructed, ordinary wear and tear excepted. The Council agrees not to alter significantly any of the Common Facilities without the prior written consent of the Phase 2 Owner, which consent shall not be unreasonably withheld.

IV. GENERAL PROVISIONS

4.1 The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

4.2 Each conveyance of a Unit or an Existing Unit or of any interest therein, shall be deemed to be subject to this Declaration whether or not the deed conveying the Unit or the Existing Unit shall so state.

4.3 This Declaration contains the final and entire agreement between the parties hereto and they shall not be bound by any liens, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Declaration shall be valid only if executed in writing by the parties hereto, their successors or assigns, and recorded among the Land Records of Harford County.

4.4 As used in this Declaration the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.5 This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4.6 The provisions of this Declaration shall be deemed to be cumulative. No provision of this Declaration shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

4.7 The captions of this Declaration are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Declaration or any part hereof.

V. TERMINATION

This Declaration shall continue in full force and effect for a term of forty (40) years and shall thereafter renew automatically for successive renewal terms of ten (10) years each, unless prior to the commencement of any such renewal term an appropriate instrument terminating this Declaration is executed by at least seventy-five percent (75%) of the Existing Owners and their Mortgagees and the Owners of at least seventy-five percent (75%) of the Units in the Phase 2 Area and their Mortgagees and is recorded among the Land Records of Harford County, Maryland.

VI. ARBITRATION

6.1 Any controversy or claim arising out of or relating to this Declaration, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

6.2 Arbitration will be commenced by a written demand made by the Partnership (or any Phase 2 Owner, as the case may be) or the Council upon the other. The written demand will contain a statement of the question to be arbitrated and the name and address of the arbitrator appointed by the demandant. Within ten (10) days after its receipt of the written demand, the other will give the demandant written notice of the name and address of its arbitrator. Within ten (10) days after the date of the appointment of the second arbitrator, the two arbitrators will meet. If the two arbitrators are unable to resolve the question in dispute within ten (10) days after their first meeting, they will select a third arbitrator. The third arbitrator will be designated as chairman and will immediately give the parties written notice of its appointment. The three arbitrators will meet within ten (10) days after the appointment of the third arbitrator. If they are unable to resolve the question in dispute within ten (10) days after their first meeting, the third arbitrator will render his decision which decision shall be final and binding on the parties and may be enforced according to the laws of the State of Maryland.

6.3 The arbitrators will not have power to add to, modify, detract from, or alter in anyway the provisions of this Declaration or any amendments or supplements hereto. No arbitrator is authorized to make an award of punitive or exemplary damages.

6.4 Each party will each pay for the services of its appointees, attorneys, and witnesses, plus one-half (1/2) of all other proper costs relating to the arbitration.

WITNESS the due execution of this Declaration of Covenants, Conditions, Restrictions and Easements by the Company and the Council.

WITNESS: ✓ HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP
By: Harford Land Development, Inc., General Partner

Susan Hardy By: David H. Tolmie, President (SEAL)

✓ COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR CONDOMINIUM
By: H. Bradley Fout, President (SEAL)

STATE OF MARYLAND, COUNTY OF : TO WIT:

I HEREBY CERTIFY that on this 25th day of November 1992, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared David M. Tolmie, President of Harford Land Development, Inc., sole general partner of Harford Land Development Limited Partnership, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed the said instrument in the capacity as described therein.

AS WITNESS, my hand and Notarial Seal.



Susan Amy Hardy
Notary Public Susan Amy Hardy
My Commission expires: 1/1/93

STATE OF MARYLAND, COUNTY OF HARFORD : TO WIT:

I HEREBY CERTIFY that on this 25th day of November 1992, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared H. Bradley Fout, President and Doris Balis, Secretary, of The Council of Unit Owners of English Country Manor Condominium, and they acknowledged the foregoing Declaration to be the act of said Council and they further acknowledged and certified that The Secretary is the person specified in Article VI Section 6 of the By-Laws to tally votes at meetings of the Council of Unit Owners and that the foregoing Declaration was approved by the percentage of votes of unit owners and Mortgagees required by law and the Declaration and By-Laws of the said Condominium.

AS WITNESS, my hand and Notarial Seal.



Susan Amy Hardy
Notary Public Susan Amy Hardy
My Commission expires: 1/1/93

THIS IS TO CERTIFY that this instrument was prepared by or under the supervision of Virginia A. Zrake, an attorney duly admitted to practice before the Court of Appeals in Maryland.

Virginia A. Zrake
Virginia A. Zrake

MR. CLERK: Upon its recordation, please return this instrument to: Virginia A. Zrake, Esquire, Venable, Baetjer and Howard, 1800 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201.

EXHIBIT A

Description of Partnership Property

All of that parcel known and designated as Parcel 'A' as shown on a subdivision plat entitled "31.2 Acre Parcel to be Conveyed by BTR Realty, Inc." which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. 61, folio 31, but SAVING AND EXCEPTING THEREFROM all that property constituting Phase 1 through Phase 9 of English Country Manor Condominium created by recordation of a Declaration dated August 7, 1990 and recorded among the Land Records of Harford County in Liber 1650, folio 79, as amended, and accompanying condominium plats.

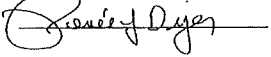



CONSENT AND AGREEMENT OF
TRUSTEE AND BENEFICIARY

Raymond E. Schlissler, Trustee, and Provident Bank of Maryland, a banking institution organized and existing under the laws of Maryland, who are, respectively, a trustee and the beneficiary under a Deed of Trust ("Deed of Trust") dated June 18, 1992, and record among the Land Records of Harford County, Maryland, in Liber 1833 at folios 81 at seq., hereby join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the Deed of Trust, in and to the real property described in Exhibit A attached to the Declaration to the terms, covenants and conditions set forth in the Declaration.

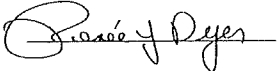
IN WITNESS WHEREOF, the said Trustee and Beneficiary have signed and sealed these presents as of this 20th day of October, 1993.

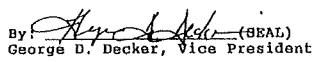
WITNESS:



 (SEAL)
Raymond E. Schlissler, Trustee

PROVIDENT BANK OF MARYLAND




By:  (SEAL)
George D. Decker, Vice President

LIBER 2025 FOLIO 1033

STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Raymond E. Schlissler, trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

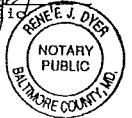
Renée J. Dyer
Notary Public


My commission expires on My Commission Expires June 17, 1997.

STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared George D. Decker, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of Provident Bank of Maryland, a banking institution organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Renée J. Dyer
Notary Public


My commission expires on _____
Renée J. Dyer
Notary Public, State of Maryland
My Commission Expires June 17, 1997

IMP FD SLRE 3 2.00
RECORDING FEE 75.00
TOTAL 77.00
Res#1484 Rcpt#2685
CGH 3G Bk#1278
Dec 07, 1994 02:54 PM

**SEVENTH AMENDMENT TO DECLARATION OF
ENGLISH COUNTRY MANOR II CONDOMINIUM**

THIS SEVENTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 2nd day of December, 1994, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 1049 (the "Declaration"), the Developer established a condominium regime pursuant to the laws of Maryland; and

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all improvements thereon situate and lying in Harford County, Maryland which is described on **Exhibit A-5** attached hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase 6, English Country Manor II Condominium" intended to be recorded among the Land Records of Harford County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this Seventh Amendment to Declaration, such amendment being as follows:

1. The Declaration is hereby amended by the addition of the following new section:

7.11 - An Additional Section is hereby added to the Condominium, known as "Phase 6", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 6 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the Condominium shall be entitled to the percentage interest as shown on the attached **Amended Exhibit C**.

LIBER 2 0 3 FOLIO 8 5 8

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS: HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc., General Partner

Stephen A. Royal

By: *David M. Tolmie* (SEAL)
David M. Tolmie, President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 2nd day of December, 1994, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared DAVID M. TOLMIE, President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

Susan Amuff Lady
Notary Public

My Commission Expires: 11/1/97

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.

Daniel O.C. Tracy, Jr. by Edward F. Kelly
Daniel O.C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O.C. Tracy, Jr., Esquire
Venable, Bstetjer and Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2203, p. 0860, MSA_CES4_2090, Date available 06/22/2005, Printed 06/14/2017.

BAJD0CS1/0004255.01

- 3 -

LIBER 203 FOLIO 860

MORRIS & RITCHIE ASSOCIATES, INC.
139 NORTH MAIN STREET
SUITE 200
BEL AIR, MARYLAND 21014
(410) 879-1690

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



EXHIBIT A-5

December 5, 1994

Phase 6, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the same at a point at the westernmost corner of Phase 5 (Parcel 1) of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 7, Folios 58 through 62, said point being in the northwesterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point also being on the southeast right-of-way line of the Bel Air Bypass (Relocated U.S. Route 1), thence leaving the said Bel Air Bypass and binding on the southerly side of the said Phase 5 (Parcel 1) of English Country Manor II Condominium,

1. South 85° 10' 20" East 333.57 feet to a point and to intersect the outline of the said Parcel A-1, thence binding thereon, two courses, viz:
2. South 09° 37' 27" East 92.22 feet, and
3. South 58° 41' 22" East 33.00 feet to the northwest corner of Phase 5 (Parcel 2) as shown on the first mentioned plat, thence leaving the aforesaid outline of Parcel A-1 and binding on the outline of said Phase 5 (Parcel 2), two courses, viz:
4. South 31° 18' 38" West 32.37 feet to a point of curvature, and
5. By a curve to the left with a radius of 120.00 feet and an arc length of 67.48 feet, said curve being subtended by a chord bearing South 15° 12' 04" West 66.59 feet to a point, thence leaving said Phase 5 (Parcel 2) and running for new lines of division through the aforesaid Parcel A-1, two courses, viz:
6. South 89° 05' 29" West 225.82 feet to a bend, and
7. South 57° 35' 30" West 111.87 feet to a point and to intersect the aforesaid outline of Parcel A-1 and also to intersect the northeast right-of-way line of Tollgate Road, thence binding thereon,

□ 139 N. MAIN STREET, SUITE 200
BEL AIR, MARYLAND 21014
(410) 879-1690 (410) 836-7560
FAX (410) 879-1820

□ 110 WEST ROAD, SUITE 105
TOWSON, MARYLAND 21284
(410) 871-1690
FAX (410) 871-1748

□ 9080 JUNCTION OF I-83, SUITE 9
ANNAPOLIS JUNCTION, MARYLAND 20701
(410) 792-9446 (410) 792-9447
FAX (410) 792-9358

MAP 2203 FILED 861

Phase 6
English Country Manor II Condominium
December 5, 1994
Page 2

8. North 32° 24' 30" West 188.00 feet to a corner of the aforesaid outline of Parcel A-1 and to intersect the aforesaid southeast right-of-way line of the Bel Air Bypass, thence leaving said Tollgate Road and binding on said outline of Parcel A-1 and also binding on the said right-of-way line of the Bel Air Bypass,
9. North 30° 49' 25" East 154.74 feet to the place of beginning.

CONTAINING 2.045 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 80, Folio 21.

LIBER 2203 FOLIO 862

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

<u>Unit Number</u>	<u>Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits</u>
PHASE I	
292A	0.52083%
292B	0.52083%
292C	0.52083%
292D	0.52083%
292E	0.52083%
292F	0.52083%
292H	0.52083%
292I	0.52083%
292L	0.52083%
292M	0.52083%
292N	0.52083%
292O	0.52083%
292P	0.52083%
294A	0.52083%
294B	0.52083%
294C	0.52083%
294D	0.52083%
294E	0.52083%
294F	0.52083%
294G	0.52083%
294H	0.52083%
294I	0.52083%
294J	0.52083%
294K	0.52083%
294L	0.52083%
294M	0.52083%
294N	0.52083%
294O	0.52083%
294P	0.52083%

LIBER 2203 FOLIO 863

	PHASE 1A	
292G		0.52083%
292J		0.52083%
292K		0.52083%
	PHASE 2	
204A		0.52083%
204B		0.52083%
204C		0.52083%
204D		0.52083%
204E		0.52083%
204F		0.52083%
204G		0.52083%
204H		0.52083%
204I		0.52083%
204J		0.52083%
204K		0.52083%
204L		0.52083%
204M		0.52083%
204N		0.52083%
204O		0.52083%
204P		0.52083%
206A		0.52083%
206B		0.52083%
206C		0.52083%
206D		0.52083%
206E		0.52083%
206F		0.52083%
206G		0.52083%
206H		0.52083%
206I		0.52083%
206J		0.52083%
206K		0.52083%
206L		0.52083%
206M		0.52083%
206N		0.52083%
206O		0.52083%
206P		0.52083%
	PHASE 3	
296A		0.52083%
296B		0.52083%
296C		0.52083%
296D		0.52083%
296E		0.52083%

BA3DXKCS1/0004255.01/3

296F	0.52083%
296G	0.52083%
296H	0.52083%
296I	0.52083%
296J	0.52083%
296K	0.52083%
296L	0.52083%
296M	0.52083%
296N	0.52083%
296O	0.52083%
296P	0.52083%
298A	0.52083%
298B	0.52083%
298C	0.52083%
298D	0.52083%
298E	0.52083%
298F	0.52083%
298G	0.52083%
298H	0.52083%
298I	0.52083%
298J	0.52083%
298K	0.52083%
298L	0.52083%
298M	0.52083%
298N	0.52083%
298O	0.52083%
298P	0.52083%

PHASE 4

300A	0.52083%
300B	0.52083%
300C	0.52083%
300D	0.52083%
300E	0.52083%
300F	0.52083%
300G	0.52083%
300H	0.52083%
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300K	0.52083%
300L	0.52083%
300M	0.52083%
300N	0.52033%
300O	0.52033%

BA3DOCS1/0004255.01/3

LIBER 2203 FOLIO 865

300P	0.52083%
302A	0.52083%
302B	0.52083%
302C	0.52083%
302D	0.52083%
302E	0.52083%
302F	0.52083%
302G	0.52083%
302H	0.52083%
302I	0.52083%
302J	0.52083%
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302L	0.52083%
302M	0.52083%
302N	0.52083%
302O	0.52083%
302P	0.52083%

PHASE 5

304A	0.52083%
304B	0.52083%
304C	0.52083%
304D	0.52083%
304E	0.52083%
304F	0.52083%
304G	0.52083%
304H	0.52083%
304I	0.52083%
304J	0.52083%
304K	0.52083%
304L	0.52083%
304M	0.52083%
304N	0.52083%
304O	0.52083%
304P	0.52083%
306A	0.52083%
306B	0.52083%
306C	0.52083%
306D	0.52083%
306E	0.52083%
306F	0.52083%
306G	0.52083%
306H	0.52083%
306I	0.52083%

8A31XOC:S1/0004255 01/3

306J	0.52083%
306K	0.52083%
306L	0.52083%
306M	0.52083%
306N	0.52083%
306O	0.52083%
306P	0.52083%

PHASE 6

602A	0.52083%
602B	0.52083%
602C	0.52083%
602D	0.52083%
602E	0.52083%
602F	0.52083%
602G	0.52083%
602H	0.52083%
602I	0.52083%
602J	0.52083%
602K	0.52083%
602L	0.52083%
602M	0.52083%
602N	0.52083%
602O	0.52083%
602P	0.52083%
604A	0.52083%
604B	0.52083%
604C	0.52083%
604D	0.52083%
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604J	0.52083%
604K	0.52083%
604L	0.52083%
604M	0.52083%
604N	0.52083%
604O	0.52083%
604P	0.52083%

13 /

**EIGHTH AMENDMENT TO DECLARATION OF
ENGLISH COUNTRY MANOR II CONDOMINIUM**

IMP. FD. REC. \$ 2.00
RECORDING FEE 75.00
TOTAL 77.00

THIS EIGHTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 25 day of January, 1995, by HARFORD LANI) DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

Rec#4493 Rec#46733
CGH PR M#11827
Jan 25, 1995 8:38 PM

WITNESSETH:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 1049 (the "Declaration"), the Developer established a condominium regime pursuant to the laws of Maryland; and

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all improvements thereon situate and lying in Harford County, Maryland which is described on Exhibit A-6 attached hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase 7, English Country Manor II Condominium" intended to be recorded among the Land Records of Harford County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this Eighth Amendment to Declaration, such amendment being as follows:

1. The Declaration is hereby amended by the addition of the following new section:

7.12 - An Additional Section is hereby added to the Condominium, known as "Phase 7", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 7 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the Condominium shall be entitled to the percentage interest as shown on the attached Amended Exhibit C.

LIBER 217 FOLIO 847

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS: HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc., General Partner

Handwritten signature

By: William J. Fleischer (SEAL)
William J. Fleischer, President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

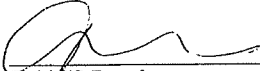
I HEREBY CERTIFY that on this ___ day of January, 1995, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared William J. Fleischer, President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

Robert M. Martin
Notary Public

My Commission Expires: 4/18/98

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.



Daniel O.C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O.C. Tracy, Jr., Esquire
Venable, Baetjer and Howard, LLP
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



EXHIBIT A-6

January 24, 1995

Phase 7, English Country Manor II Condominium, Town of Bel Air, Third Election District,
Harford County, Maryland.

BEGINNING for the same at a point at the southernmost corner of Phase 6 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 7, Folios 78 through 82, said point being in the southwesterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point also being on the northeast right-of-way line of Tollgate Road, thence leaving the said Tollgate Road and binding on the southerly side of the said Phase 6 of English Country Manor II Condominium, two courses, viz:

1. North 57° 35' 30" East 111.87 feet, and
2. North 89° 05' 29" East 225.82 feet to the western outline of Phase 5 (Parcel 2) of English Country Manor II Condominium, as recorded among the aforesaid Land Records in Condominium Plat Book 7, Folios 58 through 62, thence leaving the aforesaid outline of Phase 6 and binding on the outline of said Phase 5 (Parcel 2), three courses, viz:
 3. By a curve to the left with a radius of 120.00 feet and an arc length of 44.90 feet, said curve being subtended by a chord bearing South 11° 37' 40" East 44.64 feet, to a point of tangency,
 4. South 22° 20' 50" East 36.28 feet, and
 5. North 67° 39' 10" East 186.46 feet to a point and to intersect the aforesaid outline of Parcel A-1, thence leaving the aforesaid outline of Phase 5 (Parcel 2) and binding on the said outline of Parcel A-1, two courses, viz:
 6. South 57° 23' 00" East 28.00 feet, and

139 N. MAIN STREET, SUITE 200
BEL AIR, MARYLAND 21014
(410) 879-1690 (410) 836-7550
FAX (410) 879-1820

110 WEST ROAD, SUITE 105
TOWSON, MARYLAND 21284
(410) 821-1690
FAX (410) 821-1748

9090 JUNCTION DRIVE, SUITE B
ANNAPOLIS JUNCTION, MARYLAND 20707
(410) 792-9446 (301) 470-4470
FAX (410) 792-7395

LIBER 2 1 7 FOLIO 8 5 0

Phase 7
English Country Manor II Condominium
January 24, 1995
Page 2

7. South 13° 54' 30" East 139.68 feet to a point and to intersect the aforesaid north right-of-way line of Tollgate Road, thence binding on the said right-of-way line and binding on the aforesaid outline of Parcel A-1, three courses, viz
8. South 76° 05' 30" West 262.59 feet to a point of curvature,
9. By a curve to the right with a radius of 270.00 feet and an arc length of 336.93 feet, said curve being subtended by a chord bearing North 68° 09' 30" West 315.49 feet, to a point of tangency, and
10. North 32° 24' 30" West 46.51 feet to the place of beginning.

CONTAINING 2.139 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21.

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

<u>Unit Number</u>	<u>Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits</u>
	PHASE I
292A	0.44643%
292B	0.44643%
292C	0.44643%
292D	0.44643%
292E	0.44643%
292F	0.44643%
292H	0.44643%
292I	0.44643%
292L	0.44643%
292M	0.44643%
292N	0.44643%
292O	0.44643%
292P	0.44643%
294A	0.44643%
294B	0.44643%
294C	0.44643%
294D	0.44643%
294E	0.44643%
294F	0.44643%
294G	0.44643%
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294I	0.44643%
294J	0.44643%
294K	0.44643%
294L	0.44643%
294M	0.44643%
294N	0.44643%
294O	0.44643%
294P	0.44643%

LIBER 217 FOLIO 852

	PHASE 1A	
252G		0.44643%
252J		0.44643%
252K		0.44643%
	PHASE 2	
204A		0.44643%
204B		0.44643%
204C		0.44643%
204D		0.44643%
204E		0.44643%
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204P		0.44643%
206A		0.44643%
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206O		0.44643%
206P		0.44643%
	PHASE 3	
256A		0.44643%
256B		0.44643%
256C		0.44643%
256D		0.44643%
256E		0.44643%

296F	0.44643%
296G	0.44643%
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298P	0.44643%

PHASE 4

300A	0.44643%
300B	0.44643%
300C	0.44643%
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310P	0.44643%
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PHASE 5

310A	0.44643%
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306J	0.44643%
306K	0.44643%
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306M	0.44643%
306N	0.44643%
306O	0.44643%
306P	0.44643%

PHASE 6

602A	0.44643%
602B	0.44643%
602C	0.44643%
602D	0.44643%
602E	0.44643%
602F	0.44643%
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604O	0.44643%
604P	0.44643%

	PHASE 7	
606A		0.44643%
606B		0.44643%
606C		0.44643%
606D		0.44643%
606E		0.44643%
606F		0.44643%
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606P		0.44643%

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- 6 -
LIBER 2217 FOLIO 857

MORRIS & RITCHIE ASSOCIATES, INC.
139 NORTH MAIN STREET
SUITE 200
BEL AIR, MARYLAND 21014
(410) 879-1690

NIMROD
 EXECUTIVE TITLE
 2nd Edition Cix.
 BARR, 6/2/12/88
 (40)-653-7150

CONFIRMATORY NINTH AMENDMENT TO DECLARATION OF
 ENGLISH COUNTRY MANOR CONDOMINIUM

THIS CONFIRMATORY NINTH AMENDMENT TO DECLARATION
 OF ENGLISH COUNTRY MANOR CONDOMINIUM, made this 21st day of November,
 1995, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a
 Maryland limited partnership (hereinafter referred to as the "Developer"),

IMP FID SURE \$ 2.00
 RECORDING FEE 20.00
 TOTAL 22.00
 Ref# H462 Acct # 16248

20-
2-

WITNESSETH:

WHEREAS, by Declaration entitled "Declaration of English Country
 Manor Condominium," dated August 7, 1990, recorded among the Land Records of
 Harford County, Maryland in Liber No. 1650 at Folio 079 (the "Declaration"), together
 with a certain plat entitled "Plat of Condominium Subdivision for English Country Manor
 Condominium, Phase 1", also recorded among the aforesaid Land Records in Plat Book
 No. 4 at Folios 41 et seq. (the "Plat"), the Developer established a condominium regime
 pursuant to the laws of Maryland; and

CGH L1 Mik # 276
 Lec 06, 1995 03:14 PM

WHEREAS, pursuant to the Declaration, the Developer reserved the right to
 expand and add to the condominium regime certain real property and improvements and
 has done so from time to time since the recording of the Declaration and the Plat by
 recording amendments thereto; and

WHEREAS, the last such amendment to the Declaration, entitled "Ninth
 Amendment to the Declaration of English Country Manor", and dated September 6, 1991,
 was recorded among the aforesaid Land Records in Liber No. 1740 at Folio 918 (the
 Ninth Amendment"), together with a plat entitled "Supplemental Plat of Condominium
 Subdivision for English Country Manor Condominium, Phase 9", recorded among the
 aforesaid Land Records in Plat Book No. 5, at Folios 49 - 51 (the "Phase 9 Plat"); and

WHEREAS, the Ninth Amendment incorrectly referenced one of the
 condominium units being added to the said condominium regime thereby and the Phase 9
 Plat incorrectly designated two of the condominium units delineated thereon; and

WHEREAS, the Developer, desiring to correct the said errors on the Phase
 9 Plat, has heretofore caused a confirmatory plat entitled "Confirmatory Supplemental
 Plat of Condominium Subdivision for English Country Manor Condominium, Phase 9",
 to be recorded among the aforesaid Land Records in Plat Book No. 8 at Folios 40 - 42, on
 which condominium unit 1E has been re-designated 1D and condominium unit 1D has
 been re-designated 1G; and

LIBER 2318 FOLIO 960

WHEREAS, the Developer now wishes to correct the error in the Ninth Amendment.

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby restate paragraph numbered 1. of the Ninth Amendment to read as follows:

"1. Submission of Additional Property to the Regime. The Developer does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the town of Bel Air, Harford County, Maryland, being designated as Phase 9 and described on that certain plat entitled "Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 9" (the "Supplemental Plat"), recorded among the Land Records of Harford County, Maryland, in Plat Book No. 5 at Folios 49 - 51, as amended by that certain plat entitled "Confirmatory Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 9", recorded among the aforesaid Land Records in Plat Book No. 8 at Folios 40 - 42, together with four (4) condominium units in Building 1 constructed thereon as units 1D, 1G, 2D and Basement Shop Unit, 600 Squire Lane, and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any appertaining (hereinafter referred to as the "Phase 9 Property")."

All other provisions of the Ninth Amendment not herein amended shall remain and continue in full force and effect.

NADEAN V. FINKE, the record owner in fee simple of the condominium unit formerly designated 1D of Phase 9 of English Country Manor Condominium, by virtue of that certain deed from the Developer dated October 15, 1993 recorded among the aforesaid Land Records in Liber No. 2053 at Folio 266, has joined in the execution of this Confirmatory Ninth Amendment to Declaration to acknowledge her consent to the re-designation of her condominium unit from "1D" to "1G".

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed and sealed on its behalf by its duly authorized representative, as of the day and year first above written.

WITNESS:

HARFORD LAND DEVELOPMENT
LIMITED PARTNERSHIP
By: Harford Land Development, Inc.,
General Partner

[Handwritten signature]

By: *[Handwritten signature]*
William J. Fleischer, President

[Handwritten signature]
for *[Handwritten signature]*

[Handwritten signature]
Nadean V. Finke
[Handwritten signature]
Nadean V. Finke

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 24th day of November, 1995, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared William J. Fleischer, President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

[Handwritten signature]
Notary Public
signed as:

My Commission Expires: 11/1/97

Commission as Susan Amy Haden

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

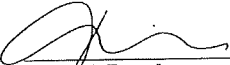
I HEREBY CERTIFY that on this 28th day of November, 1995, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Nadean V. Finke, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the foregoing instrument for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.


Notary Public 

My Commission Expires: 2/1/97

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.


Daniel C. Tracy, Jr.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2318, p. 0963, MSA_CES4_2205, Date available 06/22/2005, Printed 06/14/2017.

AGRICULTURAL TRANSFER TAX IN THE
AMOUNT OF \$ none
Received for transfer
State Department of Assessments
Taxation of Harford County
By M. Ray 11/28/95
Date

BA3DOCS10022742.01

-4-
LIBER 2318 FOLIO 963

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2318, p. 0964, MSA_CES4_2205, Date available 06/22/2005. Printed 06/14/2017.

Confirmatory
o

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Harford

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 Type(s) of Instruments: Deed Mortgage Other Other

2 Conveyance Type: Improved Sale Unimproved Sale Multiple Accounts Not an Arms-Check Box Arms-Length (1) Arms-Length (2) Arms-Length (3) Length Sale (9)

3 Tax Exemptions (if Applicable): Recordation State Transfer

Cite or Explain Authority: County Transfer

4 Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
		\$	Transfer and Recordation Tax Consideration	
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	\$
			X () per \$500 =	\$
Full Cash Value	\$		TOTAL DUE	\$

5 Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:
		\$			
Recording Charge	\$	\$			
Surcharge	\$	\$			Tax Bill:
State Recordation Tax	\$	\$			C.B. Credit:
State Transfer Tax	\$	\$			Ag. Tax/Other:
County Transfer Tax	\$	\$			
Other	\$	\$			
Other	\$	\$			

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

District: 03-277151 Property Tax ID No. (1): 03-277143 Grantor Liber/Folio: Map Parcel No.: Var. LOG

Subdivision Name: Lot (3a) Block (3b) Sect/AR(3c) 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 Amount: Partial Conveyance? Yes No Description/Am. of SqFt/Acreage Transferred:

7 Transferred From

Doc. 1 - Grantor(s) Name(s):

Doc. 2 - Grantor(s) Name(s):

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

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

8 Transferred To

Doc. 1 - Grantee(s) Name(s):

Doc. 2 - Grantee(s) Name(s):

New Owner's (Grantee) Mailing Address:

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional):

Doc. 2 - Additional Names to be Indexed (Optional):

10 Contact/Mail Information

Instrument Submitted By or Contact Person: Name: SHARON HAYES Return to Contact Person:

Firm: RESERVING CORP. Hold for Pickup:

Address: BALTO. Phone: (410) 653-7150 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:

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

Assessment Use Only - Do Not Write Below This Line

Transfer Number:	Date Received:	Doc. Reference:	Assessed Property No.:
19	11/08		

Year:	Land	Buildings	Total	Zone	Map	Sub	Parcel	Section	Lot	Occ. Cd.

REMARKS:

Distribution: White - Clerk's Office
Candy - SDAT
Pink - Office of Finance
Gold/Incl - Register
AOC-CC-300 (8/85)

LIBER 2318 FOLIO 964

DECLARATION OF CONDITIONS
RELATING TO ROADS

REC FE 49.00

SURCHG 2.00

THIS DECLARATION dated November 25, 1992, by
HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP (the
"Partnership"), and COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY
MANOR CONDOMINIUM (the "Council").

HARF. CO. 51.00

RECITALS

A. The Partnership owns all that land located in Harford County, Maryland, more particularly described in Exhibit A attached hereto and made a part hereof (the "Phase 2 Area").

477640 C002 R01 114:52

492

B. The Council is an unincorporated association the members of which are all owners of units in that certain condominium regime (the "Existing Condominium") known as "English Country Manor Condominium" created by recordation of a condominium declaration recorded among the Land Records of Harford County, Maryland in Liber 1650, folio 79, as amended.

10/21/93

C. The Partnership intends to develop all or a portion of the Phase 2 Area into a project containing a maximum of two hundred twenty four (224) dwelling units.

D. Section 12 of the condominium declaration for the Existing Condominium encumbers the Existing Condominium with easements for the benefit of owners of the Phase 2 Area but also provides that certain of the costs therefor be shared by owners of the Phase 2 Area.

E. The Partnership desires to subject the Phase 2 Area to the conditions set forth below which are for the purposes of ensuring payment to the Council.

F. The Partnership and the Council hereby declare that the Phase 2 Area and the Condominium Property (collectively the "Property") shall be held, sold and conveyed subject to the conditions set forth below.

I. GENERAL

1.1. General Provisions

(a) Whenever used in this Declaration, the following terms, when capitalized, shall have the following meanings unless the context indicates clearly a contrary intent or unless otherwise provided specifically herein:

LIBER 2025 FOLIO 024

(i) "Common Facilities" means all the roadways, ramps and exterior paved areas in the Existing Condominium which may exist from time to time for the purpose of providing vehicular and pedestrian ingress and egress and all exterior landscaping in the Existing Condominium maintained by the Council.

(ii) "Entrance Gate" means the gatehouse located on English Manor Lane at the entrance of the Existing Condominium.

(iii) "Existing Owner" means the record owner of any Existing Unit, his successors and assigns (including tenants).

(iv) "Existing Unit" means each individual dwelling unit now or hereafter located in the Existing Condominium.

(v) "Owner" means the record owner of any Unit, his successors or assigns (including tenants).

(vi) "Phase 2 Owner" means the council of unit owners for any condominium regime established in the Phase 2 Area, and any owner of the fee simple title to any remaining portion of the Phase 2 Area.

(vii) "Unit" means each of the individual dwelling units now or hereafter located on the Phase 2 Area.

(viii) "Utilities" means utilities and their associated distribution systems located in the Existing Condominium but serving the Phase 2 Area.

1.2 Incorporation of Recitals.

The Recitals are hereby incorporated as if fully set forth herein.

II. AFFIRMATION OF EASEMENTS FOR BENEFIT OF PHASE 2 AREA

2.1 Ingress/Egress and Use Easements

The Council hereby acknowledges and affirms the easements for the benefit of the Phase 2 Area created pursuant to the provisions of Section 12 of the condominium declaration for the Existing Condominium.

III. COSTS RELATING TO COMMON FACILITIES,
ENTRANCE GATE AND UTILITIES

3.1. Cost and Expense of Common Facilities, Entrance Gate and Utilities.

Subject to the right of reimbursement as provided in Section 3.2, the costs of operating and maintaining the Common Facilities, the Entrance Gate and the Utilities shall be borne by the Existing Condominium. The Council shall maintain a comprehensive system of books and accounts in a manner reasonably satisfactory to the Phase 2 Owner showing and reflecting the cost and expense of operating and maintaining the Common Facilities, Entrance Gate and Utilities. All such books and accounts shall be available for inspection by the Phase 2 Owner at any time during normal business hours. At the end of each month the Council shall render to the Phase 2 Owner a detailed accounting showing the cost and expense of operating and maintaining the Common Facilities, Entrance Gate and Utilities during such month and stating the fractional share thereof payable by each Phase 2 Owner as determined pursuant to Section 3.2 hereof. Each Phase 2 Owner shall remit its share of such cost and expense to the Council within the later to occur of thirty (30) days after receipt by it of such accounting or by the thirtieth (30th) day of the month. If the parties hereto cannot agree as to the amount of the cost and expense incurred in operating and maintaining the Common Facilities, Entrance Gate and Utilities or the fractional share thereof for which each Phase 2 Owner is liable, then such questions shall be referred to an arbitrator in accordance with Article VI hereof, who shall determine the answers to such questions in accordance with generally accepted accounting principles. The decision of the arbitrator shall be final and binding on the parties hereto. All charges and fees of the arbitrator shall be paid equally by the Council and the Phase 2 Owner.

3.2 Reimbursement.

(a) Common Facilities. Commencing as of the first day of the month during which a portion of the Phase 2 Area is developed into one or more Units for which a certificate of occupancy has been issued, and continuing on the first day of each month thereafter, the Owner of each Unit which has been conveyed to a third party Owner shall pay to the Phase 2 Owner (who in turn shall pay to the Council) the monthly sum of \$.87 calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium, as reimbursement for the cost and expense of operating and maintaining the Common Facilities.

Commencing as of the earlier to occur of January 1, 1996 or the first day of the month during which all of the Phase 2 Area is developed into Units for which certificates of occupancy have been issued and such Units have been conveyed to third party Owners, and continuing on the first day of each month thereafter, the Phase 2 Owner shall pay to the Council one-third (1/3) of the cost and expense of operating and maintaining the Common Facilities, said sum having been calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium.

(b) Entrance Gate. Commencing as of the first day of the month during which a portion of the Phase 2 Area is developed into one or more Units for which a certificate of occupancy has been issued, and continuing on the first day of each month thereafter, the Owner of each Unit which has been conveyed to a third party Owner shall pay to the Phase 2 Owner (who in turn shall pay to the Council) the monthly sum of \$.22, calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium, as reimbursement for the cost and expense of operating and maintaining the Entrance Gate.

Commencing as of the first day of the month during which all of the Phase 2 Area is developed into Units for which certificates of occupancy have been issued and such Units have been conveyed to third party Owners, and continuing on the first day of each month thereafter, the Phase 2 Owner shall pay to the Council one-half (1/2) of the cost and expense of operating and maintaining the Entrance Gate, said sum having been calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium.

(c) Utilities. Commencing as of the first day of the month following the date of conveyance of a completed unit to a third party Owner, and continuing monthly thereafter, each such third party Owner shall reimburse the Council (through the Phase 2 Owner) for the cost of operating and maintaining the Utilities. Each third party Owner's responsibility for its monthly share of the cost of operating and maintaining the Utilities shall be determined by multiplying all such costs by a fraction the numerator of which is 1 and denominator of which is 399, then dividing such product by 12.

3.3 Operation and Maintenance of Common Facilities.

The Common Facilities shall be maintained and operated by the Council. Such Common Facilities shall be kept,

to the extent reasonably possible, in a state of maintenance and repair comparable to that existing when such Common Facilities were first constructed, ordinary wear and tear excepted. The Council agrees not to alter significantly any of the Common Facilities without the prior written consent of the Phase 2 Owner, which consent shall not be unreasonably withheld.

IV. GENERAL PROVISIONS

4.1 The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

4.2 Each conveyance of a Unit or an Existing Unit or of any interest therein, shall be deemed to be subject to this Declaration whether or not the deed conveying the Unit or the Existing Unit shall so state.

4.3 This Declaration contains the final and entire agreement between the parties hereto and they shall not be bound by any liens, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Declaration shall be valid only if executed in writing by the parties hereto, their successors or assigns, and recorded among the Land Records of Harford County.

4.4 As used in this Declaration the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.5 This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4.6 The provisions of this Declaration shall be deemed to be cumulative. No provision of this Declaration shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

4.7 The captions of this Declaration are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Declaration or any part hereof.



V. TERMINATION

This Declaration shall continue in full force and effect for a term of forty (40) years and shall thereafter renew automatically for successive renewal terms of ten (10) years each, unless prior to the commencement of any such renewal term an appropriate instrument terminating this Declaration is executed by at least seventy-five percent (75%) of the Existing Owners and their Mortgagees and the Owners of at least seventy-five percent (75%) of the Units in the Phase 2 Area and their Mortgagees and is recorded among the Land Records of Harford County, Maryland.

VI. ARBITRATION

6.1 Any controversy or claim arising out of or relating to this Declaration, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

6.2 Arbitration will be commenced by a written demand made by the Partnership (or any Phase 2 Owner, as the case may be) or the Council upon the other. The written demand will contain a statement of the question to be arbitrated and the name and address of the arbitrator appointed by the demandant. Within ten (10) days after its receipt of the written demand, the other will give the demandant written notice of the name and address of its arbitrator. Within ten (10) days after the date of the appointment of the second arbitrator, the two arbitrators will meet. If the two arbitrators are unable to resolve the question in dispute within ten (10) days after their first meeting, they will select a third arbitrator. The third arbitrator will be designated as chairman and will immediately give the parties written notice of its appointment. The three arbitrators will meet within ten (10) days after the appointment of the third arbitrator. If they are unable to resolve the question in dispute within ten (10) days after their first meeting, the third arbitrator will render his decision which decision shall be final and binding on the parties and may be enforced according to the laws of the State of Maryland.

6.3 The arbitrators will not have power to add to, modify, detract from, or alter in anyway the provisions of this Declaration or any amendments or supplements thereto. No arbitrator is authorized to make an award of punitive or exemplary damages.

6.4 Each party will each pay for the services of its appointees, attorneys, and witnesses, plus one-half (1/2) of all other proper costs relating to the arbitration.

WITNESS the due execution of this Declaration of Covenants, Conditions, Restrictions and Easements by the Company and the Council.

WITNESS: HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP
By: Harford Land Development, Inc., General Partner

Susan Hardy By: David M. Tolmie (SEAL)
David M. Tolmie, President

COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR CONDOMINIUM
By: H. Bradley Fout (SEAL)
H. Bradley Fout, President

STATE OF MARYLAND, COUNTY OF : TO WIT:
I HEREBY CERTIFY that on this 25th day of November 1992, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared David M. Tolmie, President of Harford Land Development, Inc., sole general partner of Harford Land Development Limited Partnership, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed the said instrument in the capacity as described therein.

AS WITNESS, my hand and Notarial Seal.



Susan Amy Hardy
Notary Public Susan Amy Hardy
My Commission expires: 1/1/93

STATE OF MARYLAND, COUNTY OF HARFORD : TO WIT:

I HEREBY CERTIFY that on this 25th day of November 1992, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared H. Bradley Fout, President and Loria Balla, Secretary, of The Council of Unit Owners of English Country Manor Condominium, and they acknowledged the foregoing Declaration to be the act of said Council and they further acknowledged and certified that The Secretary is the person specified in Article VI Section 6 of the By-Laws to tally votes at meetings of the Council of Unit Owners and that the foregoing Declaration was approved by the percentage of votes of unit owners and Mortgagees required by law and the Declaration and By-Laws of the said Condominium.

AS WITNESS, my hand and Notarial Seal.



Susan Amy Hardy
Notary Public, Susan Amy Hardy
My Commission expires: 1/1/93

THIS IS TO CERTIFY that this instrument was prepared by or under the supervision of Virginia A. Zrake, an attorney duly admitted to practice before the Court of Appeals in Maryland.

Virginia A. Zrake
Virginia A. Zrake

MR. CLERK: Upon its recordation, please return this instrument to: Virginia A. Zrake, Esquire, Venable, Baetjer and Howard, 1800 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201.

EXHIBIT A

Description of Partnership Property

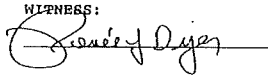
All of that parcel known and designated as Parcel 'A' as shown on a subdivision plat entitled "31.2 Acre Parcel to be Conveyed by BTR Realty, Inc." which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. 61, folio 31, but SAVING AND EXCEPTING THEREFROM all that property constituting Phase 1 through Phase 9 of English Country Manor Condominium created by recordation of a Declaration dated August 7, 1990 and recorded among the Land Records of Harford County in Liber 1650, folio 79, as amended, and accompanying condominium plats.


CONSENT AND AGREEMENT OF
TRUSTEE AND BENEFICIARY

Raymond E. Schlissler, Trustee, and Provident Bank of Maryland, a banking institution organized and existing under the laws of Maryland, who are, respectively, a trustee and the beneficiary under a Deed of Trust ("Deed of Trust") dated June 18, 1992, and record among the Land Records of Harford County, Maryland, in Liber 1833 at folios 91 et seq., hereby join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the Deed of Trust, in and to the real property described in Exhibit A attached to the Declaration to the terms, covenants and conditions set forth in the Declaration.

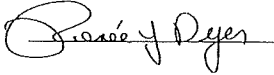
IN WITNESS WHEREOF, the said Trustee and Beneficiary have signed and ensealed these presents as of this 20th day of October, 1993.


WITNESSES:



 (SEAL)
Raymond E. Schlissler, Trustee

PROVIDENT BANK OF MARYLAND




By:  (SEAL)
George D. Decker, Vice President

STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Raymond E. Schlissler, trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

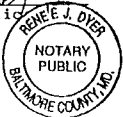
Gene J. Dyer
Notary Public


My commission expires on ^{Gene J. Dyer} _{Notary Public State of Maryland} My Commission Expires June 17, 1997.

STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared George D. Decker, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of Provident Bank of Maryland, a banking institution organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Gene J. Dyer
Notary Public


My commission expires on ^{Gene J. Dyer} _{Notary Public State of Maryland} My Commission Expires June 17, 1997.

136-
2-

RECORDED

REC FE 136.00
SURCHG 2.00
HARF.CO. 130.00
HT7660 0002 001 114:54
10/21/93

DECLARATION
OF
ENGLISH COUNTRY MANOR II CONDOMINIUM

LIBER 2025 FOLIO 1049

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DECLARATION

ENGLISH COUNTRY MANOR II CONDOMINIUM

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LIST OF EXHIBITS

- "A" - Description of Real Property
- "B" - Condominium Plats
- "C" - Schedule of Percentage Interests
- "D" - Property for Expansion

LIBER 2025 FOLIO 050

20250614 1050

DECLARATION

OF

✓ ENGLISH COUNTRY MANOR II CONDOMINIUM ✓

THIS DECLARATION, made this 21st day of October, 1993 by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as "the Developer"),

WITNESSETH, THAT WHEREAS, the Developer is the owner of all of that land, situate and lying in Harford County, Maryland, which is hereinafter more particularly described, together with the improvements thereon and the appurtenances thereto;

WHEREAS, the Developer intends by this Declaration to subject part of such land, improvements and appurtenances to a condominium regime established pursuant to the laws of Maryland, thereby creating a condominium; and

WHEREAS, the Developer herein reserves the right, to be exercised in the Developer's sole discretion, to expand the condominium by subjecting additional land, improvements, and appurtenances to the condominium regime in accordance with Section 11-120 of the Act (as hereinafter defined);

NOW, THEREFORE, the Developer hereby declares its intent to and does hereby subject to a regime established under the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (1988 Repl. Vol., as amended from time to time), all of that tract of land, situate and lying in Harford County, Maryland which is described in Exhibit A hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase I English County Manor II Condominium", and hereby designated as Exhibit B, and intended to be recorded among the Land Records of Harford County, Maryland, simultaneously with the recordation of this Declaration.

TOGETHER WITH the improvements thereon identified in the Condominium Plats recorded simultaneously herewith, and all of the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining to such land and/or the improvements erected thereon (all of which tract, improvements and appurtenances are hereinafter referred to collectively as "the Condominium").

LIBER 2025 FOLIO 1051

SUBJECT TO the operation and effect of any and all instruments which have been recorded among the aforesaid Land Records prior to the recordation of this Declaration, and to this Declaration, the By-Laws and the Condominium Plats.

UPON THE TERMS and subject to the conditions which are hereinafter set forth:

Section 1. Definitions.

1.1. As used in the provisions of this Declaration, each of the following terms shall be deemed to have the meaning which is hereinafter in this Section ascribed to it:

- (1) "the Act" shall mean the statutes codified as Title 11 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.
- (2) "Assessment" shall mean an amount assessed by the Council against a Unit Owner with respect to a Unit, pursuant to the provisions of Section 5.5.
- (3) "the Board of Directors" shall mean the board of directors of the Council.
- (4) "the Buildings" shall mean those structures which are part of the Condominium, as they may exist from time to time.
- (5) "the By-Laws" shall mean those by-laws, the form of which is referred to in the provisions of Section 5.1., as from time to time amended.
- (6) "the Common Elements" shall mean all of the Condominium except the Units, which term shall include both the General Common Elements and the Limited Common Elements.
- (7) "Common Expenses" shall mean the aggregate of any and all expenses which are incurred by the Council in the exercise of the rights and powers, and in the discharge of the duties, which are vested in, exercisable by or imposed upon the Council under the Act, the Declaration or the By-Laws.
- (8) "Common Profits" shall mean all profits realized by the Council.
- (9) "the Condominium" shall mean, collectively, all of the initial property designated as Section I-Building 14 on the Condominium Plats subjected to the condominium regime by the recordation of this Declaration, the By-Laws and the

Condominium Plat, and such Additional Sections (as hereinafter defined) as may be added to the Condominium from time to time as provided in Section 7 hereof (but as to such Additional Sections not unless and until so subjected).

(10) "the Condominium Plat" or "the Condominium Plats" shall mean, collectively, those plats which are designated as Exhibit B, aforesaid, as from time to time amended.

(11) "the Council" shall mean the Council of Unit Owners, the entity described in the provisions of Section 5.2. hereof.

(12) "this Declaration" shall mean this instrument, as from time to time amended.

(13) "the Developer" shall mean Harford Land Development Limited Partnership, its successors and each person to whom such named person or any other person who is the Developer expressly assigns his rights as the Developer hereunder in the manner set forth in the provisions of Section 9.1. hereof; provided, that no Unit Owner or Mortgagee shall, merely by virtue of its status as such, be deemed to be the Developer.

(14) "General Common Elements" shall mean all of the common elements of the Condominium except the limited common elements.

(15) "Limited Common Elements" shall mean those common elements identified in this Declaration or on the Condominium Plats as reserved for the exclusive use of one or more but less than all of the Unit Owners.

(16) "Mortgage" shall mean any mortgage or deed of trust encumbering any Unit, provided that such mortgage or deed of trust has been recorded among the aforesaid Land Records.

(17) "Mortgages" shall mean the party secured by a Mortgage. For purposes of Sections 8.4.1, and 8.4.2 and 8.4.4 of this Declaration only, the term "Mortgagee" shall be deemed also to include insurers and guarantors of a Mortgage.

(18) "Mortgagee in Possession" shall mean any person who is either (a) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage, held by such person, or (b) the Unit Owner of a Unit as the result of the conveyance to such person of the Mortgagor's equity of

redemption therein either as the result of a foreclosure proceeding under a Mortgage, or in lieu of such foreclosure proceeding.

(19) "Mortgagor" shall mean the Unit Owner of a Unit, the title to which is encumbered by a Mortgage.

(20) "person" shall mean any natural person, trustee, corporation, partnership or other legal entity.

(21) "Unit" shall have the meaning ascribed to it by the provisions of Section 3.

(22) "Unit Owner" or "Owner" shall mean any person or combination of persons (including the Developer), who holds the legal title to a Unit under a deed; provided, that (a) no lessee or contract purchaser shall, merely by virtue of such person's status as such, be deemed to be a Unit Owner; (b) no Mortgagee shall be deemed to be the Unit Owner of a Unit unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption therein; and (c) no owner of any redeemable ground rent reversion issuing out of any Unit shall be deemed a Unit Owner.

1.2. Any other term to which meaning is specifically ascribed by any provision of this Declaration shall for purposes of this Declaration and the By-Laws be deemed to have such meaning.

1.3. Any term to which meaning is specifically ascribed by any provision of this Declaration and/or the By-Laws, and which is used in the Act, shall wherever possible be construed in a manner which is consistent with any construction of such term as so used in the Act. Where such consistency of construction is not possible, the definitions set forth hereinabove shall govern to the extent allowed by law.

Section 2. Name.

The Condominium shall be known as "ENGLISH COUNTRY MANOR II CONDOMINIUM".

Section 3. Units and Common Elements.

3.1. The Condominium shall be comprised of Units and Common Elements.

3.2. Units.

3.2.1. The Condominium shall initially contain twenty-nine (29) Units.

3.2.2. The location within the Condominium, and the dimensions, of each Unit hereby established is shown on the Condominium Plat and are more particularly defined by the provisions of Sections 3.2.4 and 3.5.

3.2.3. Each Unit shall have and be known by a number and/or letter corresponding to the number shown with respect to it on the Condominium Plat.

3.2.4. Except as may be otherwise provided herein, each Unit shall consist of all of the following:

(a) The space bounded by and contained within:

(i) the following portions of the vertical perimetrical walls enclosing such Unit:

(A) the exterior, or unfinished stud side, of the dry wall portion of any perimeter wall, including any wall or vertical barrier of balconies or porches; and

(B) with respect to any window opening or doorway opening to the outside surface of any of the such walls or vertical barriers, the exterior surface (in the closed position) of the outermost window, storm window or screen, or the outermost door, storm door or screen door, set within such opening;

(ii) the lower unfinished surface of the wood ceiling joist portion of the ceiling of such Unit, including any such surface covering a balcony or porch; and

(iii) the upper unfinished surface of the concrete portion of the subfloor of all ground floor Units or upper unfinished surface of the wood subfloor of middle and upper level Units, including any such surface forming the subfloor of a balcony or porch.

(b) Any circuit breaker panel and any and all electrical installations and fixtures (including, by way of example rather than of limitation, any and all outlets, switches, lampholders or other electrical service terminals, wherever located) which exist for the exclusive use of such Unit, and all wiring and conduit running from any such circuit breaker panel to any such installation or fixture.

(c) All of the equipment for the heating and air conditioning unit located within the Unit, and all of its controls and control wiring.

(d) All duct work running from such heating and air conditioning unit to its outlets into such Unit, and any such outlets.

(e) All range hood or bath fans for such Unit, and all duct work connecting the same to any common exhaust duct serving such Unit as well as other Units.

(f) All bathroom and kitchen plumbing fixtures and connections thereto for such Unit, including, by way of example rather than of limitation, all sinks, faucets, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such Unit as well as other Units.

(g) All improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of such Unit as hereinabove set forth, as well as all improvements, fixtures and installations specifically designated by the provisions hereof as being part of such Unit, but not located within such boundaries.

(h) All interior stairways leading to, and only to, a Unit.

(i) All fireplaces including the flue stacks from each Unit to the roof.

3.2.5. Anything contained in the foregoing provisions of this Section 3.2 to the contrary notwithstanding, a Unit shall not be deemed to include any of the following: (a) any loadbearing or structural wall, partition or column, or (b) any main, duct, stack, wire, conduit, line drain, pipe, meter or other similar thing or device which is used in providing any utility or other service to any portion of the Condominium other than, or in addition to, such Unit.

3.2.6. Each Unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon (a) any Unit Owner, by virtue of his status as such, or (b) any other person having any other interest in such Unit, by virtue of such interest, any interest in any other Unit.

3.3. The Common Elements.

3.3.1. Description of Common Elements.

(1) All areas and facilities which are not part of a Unit, as described in Section 3.2.4., and are not

identified in this Declaration or on the Condominium Plats as Limited Common Elements, shall comprise the General Common Elements, some of which are graphically represented on the Condominium Plats, including, but not limited to: all streets, curbs, sidewalks, entrance walks, every foundation wall, exterior wall, portion of a party wall, roof, column, girder, beam, support, stairways other than those leading to, and only to, a unit, floor, partition, entrance and exits, front steps, parking areas, lawn areas, trees, shrubbery, conduits, sewers, water mains, storm drains and other lines, exterior lighting, mail box clusters and all other devices rationally of common use and necessary to the upkeep, use and safety of the Building, and all other conduits, wire outlets and utility lines regardless of location and all other parts of the Condominium and all apparatus and installations existing in the Buildings or for common use or necessity or convenience to the existence, maintenance or safety of the Condominium.

(2) Any expense of maintenance, repair or replacement relating to the Common Elements and structural maintenance, repair or replacement of the Common Elements, shall be treated and paid for as a part of the Common Expense of the Council unless (a) the same shall be caused by the negligence or deliberate act of an individual Unit Owner or other persons residing in a unit with the Unit Owner's actual or implied consent or permission, in which case expenses of maintenance, repair or replacement relating to such Common Elements referred to in this Section shall be borne by and assessed against the Unit Owner, less the amount of any insurance benefits received by the Council on account thereof or (b) the Bylaws expressly provide that a Unit Owner shall be solely responsible for any expense of maintenance, repair or replacement of enumerated Limited Common Elements.

3.3.2. Description of Limited Common Elements. This Condominium has the following Limited Common Elements:

(1) All garages shown on the Condominium Plats. The garages are separate and apart from the parking areas shown on the Condominium Plat which are General Common Elements. All such garages are initially allocated to the unit known as Unit H of 292 Canterbury Road. It is the intention of the Developer to grant by deed the exclusive use of one or more garage Limited Common Elements to Unit Owners desiring to purchase such an amenity pursuant to Section 11-108(b) of the Act.

(2) All the equipment, machinery and concrete pads located in Common Elements adjacent to or contiguous to each Unit which serves or functions for the benefit of that Unit exclusively.

(3) Any open decks adjacent to Patio Level Units and any surface area adjacent to Entry Level Units depicted on the Condominium Plats as Limited Common Elements.

(4) Stairways serving Patio Level Units and attic areas adjacent to certain Second Level Units depicted on the Condominium Plats as Limited Common Elements.

3.3.3. Ownership of the Common Elements.
The Common Elements shall be owned by all of the Unit Owners each of which shall have that undivided percentage interest therein which is set forth in the provisions of Section 4 hereof.

3.4. Presumption as to existing physical boundaries of Units and Common Elements.

The existing physical boundaries of any Unit (as defined by the provisions of Section 3.2) or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries therefor as shown on the Condominium Plat shall conclusively be presumed to be the boundaries of such Unit or Common Element, regardless of whether (a) there has occurred any shifting, settlement or lateral movement of the building or other portion of the Condominium within or upon which such Unit or Common Element is located, or (b) there exists any minor variation between the boundaries therefor as are shown on the Condominium Plat and such existing physical boundaries.

3.5. Encroachment. If any of the improvements included within the Common Elements encroach upon any Unit, or if any of the improvements included within a Unit encroach upon another Unit or the Common Elements, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any building or other improvement forming part of the Condominium which occurs for any reason (including, by way of example rather than of limitation, the partial or total destruction thereof by fire or other casualty, or as a result of the condemnation or other taking thereof through the exercise or threatened exercise of a power of eminent domain) in accordance with the provisions of this Declaration, the By-Laws and applicable law, an easement for such encroachment and for the maintenance of the improvements so encroaching shall exist for so long as such improvements exist.

Section 4. Percentage Interests.

4.1. Each Unit Owner, by virtue of his ownership of a Unit, shall own (a) an undivided percentage interest in the Common Elements and (b) a percentage interest in the Common Expenses and Common Profits, each of which shall be determined in accordance with the provisions of this Section.

4.2. Each Unit Owner's undivided percentage interest in the Common Elements is based upon a fraction, the numerator of which is one, and the denominator of which is the number of Units included within the Condominium at the time of the calculation. The undivided percentage interest currently appurtenant with respect to each Unit included within the Condominium is set forth in the schedule which is attached hereto as Exhibit C.

4.3. Each Unit Owner's percentage interest in the Common Expenses and Common Profits is based upon a fraction, the numerator of which is one, and the denominator of which is the number of Units included within the Condominium at the time of the calculation. The percentage interest currently appurtenant with respect to each Unit included within the Condominium is set forth in Exhibit C.

4.4. Subject to the expansion of the Condominium pursuant to Section 7 hereof, the percentage interests which are created by the foregoing provisions of this Section:

4.4.1. may not be separated from the respective Units to which they are appurtenant;

4.4.2. shall have a permanent character; and

4.4.3. shall not be changed unless and until

(a) each Unit Owner and each Mortgagee has consented thereto in writing (except where such change is made pursuant to the provisions of Section 11-107(d) of the Act), and

(b) this Declaration has been amended to effect such change through the recordation of an appropriate amendatory instrument among the Land Records of Harford County.

4.5. Any instrument, matter, circumstance, action, occurrence or proceeding which in any manner affects a Unit shall also affect, in a like manner, the undivided percentage interest in the Common Elements and the percentage interest in the Common Expenses and Common Profits which are appurtenant to such Unit.

Section 5. The By-Laws; the Council of Unit Owners; Votes; Council Property; Assessments

5.1. The By-Laws. The affairs of the Condominium shall be governed in accordance with the By-laws, the initial form of which is to be recorded among the Land Records of

Harford County immediately following the recordation of this Declaration, and may be amended from time to time in accordance with the provisions thereof and of the Act and this Declaration.

5.2. The Council of Unit Owners.

5.2.1. The affairs of the Condominium shall be governed by The Council of Unit Owners.

5.2.2. The membership of the Council shall be comprised of, and limited to, all of the Unit Owners.

5.2.3. The Council shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by the provisions of this Declaration, the By-Laws or applicable law.

5.3. Votes.

5.3.1. Subject to the operation and effect of the provisions of the By-Laws or applicable law, each Unit Owner shall be entitled to cast at meetings of the Council one (1) vote ("Vote") in the affairs thereof.

5.3.2. The votes which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from, his Unit. Nothing in the foregoing provisions of this paragraph shall be deemed to prohibit any Unit Owner from giving a proxy to cast such votes to any person in accordance with the provisions of this Declaration, the By-Laws, and the Act, or to alter or impair the operation and effect of any provision of this Declaration, the By-Laws or applicable law pursuant to which either (a) a Unit Owner's right to cast such votes may be suspended, or (b) his exercise of such right may be conditioned upon his having furnished to the Council any information which he is required to furnish under any such provision.

5.4. Council Property. Except for his ownership of a percentage interest in the Common Expenses and Common Profits pursuant to the provisions of this Declaration, no Unit Owner shall, by virtue of his status as such or as a member of the Council, have either (a) any right, title or interest in or to any of the Council's property or other assets, or (b) any right to possess, use or enjoy any such property or other assets, other than as is expressly conferred upon him by the provisions of this Declaration, the By-Laws or applicable law, or by the Council.

5.5. Assessments. The Council shall obtain funds for the payment of Common Expenses from time to time by levying assessments (each of which is hereinafter referred to as an "Assessment") against the Unit Owners and their respective Units in proportion to their respective percentage interests in the Common Expenses and Common Profits. The Assessments shall commence on the first day of the first full calendar month following the conveyance of the first Unit; all Assessments shall be made upon the terms, for the purposes and subject to the conditions which are set forth in the provisions of the Act, this Declaration and the By-Laws, and in the manner set forth in the By-Laws. Assessments for expenses related to maintenance, repair and replacement of garages, limited common elements, shall be proportionately charged only to the Unit Owner(s) who have the right to their exclusive use.

Section 6. Control of, and rights in, Common Elements and Units.

6.1. Conveyance or dedication by Council of easements or other rights in the Common Elements.

6.1.1. Subject to the operation and effect of the provisions of Sections 6.1.2 and 6.3, the Council may convey to any person any easement, leasehold or other right of use or enjoyment in, any of the General Common Elements, with and only with the approval of Unit Owners holding in the aggregate at least sixty-six and two-thirds percent (66-2/3%) of the number of Votes held by all of the Unit Owners, and with the express written consent of the Mortgagees holding an interest in those Units as to which Unit Owners vote affirmatively. Any such grant shall state that it was approved by Unit Owners having at least 66-2/3% of the votes, and by the corresponding Mortgagees.

6.1.2. Each Unit Owner, purchaser, heir, assignee or other transferee of or to the legal or beneficial title to, or any other interest in, any Unit shall be conclusively presumed, by his acceptance thereof, irrevocably to have appointed the Council to be his attorney-in-fact, with full and irrevocable power and authority (which shall be deemed to be coupled with an interest), in the name of and on behalf of the Condominium, the Council and/or such Unit Owner, purchaser, heir, assignee or other transferee, to take any of the following actions:

- (a) grant, convey or dedicate (i) to any one or more public or quasi-public governmental authorities or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair

and replacement of any and all sanitary, sediment control or storm sewer lines, drains, culverts, pumping stations, water lines, mains, or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Council considers appropriate for the provision of any utility or utility service to the Condominium and (ii) to the said County or any other governmental body, any land then forming part of the Common Elements which is improved or to be improved by a roadway or sidewalk; provided, that no such grant, conveyance or dedication shall be made unless the entity to which it is to be made has agreed with, or provided reasonable assurances to, the Council, in a bona fide manner, that thereafter it will operate and maintain the same for the use and enjoyment of the Unit Owners and any other members of the general public who are thereafter entitled to use and enjoy the same.

(b) convey the legal title to, or any interest in, any or all of the Common Elements to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (ii) under threat of such condemnation or exercise and in lieu thereof (after which grant, conveyance or dedication that portion of the Common Elements which is the subject of the same shall not form part of the Common Elements) and represent the Unit Owners in any proceedings, negotiations, settlements or agreements in connection therewith. In the event of a conveyance of any or all of the Common Elements to any governmental authority by reason of condemnation or eminent domain, the condemnation award or proceeds of settlement therefrom shall be payable to the Council for the use and benefit of the Unit Owners and the Mortgagees, as their interests may appear.

(c) execute, acknowledge, deliver and record on behalf of and in the name of the Condominium, the Council and/or such Unit Owner, purchaser, heir, personal representative, successor, assign or other transferee, any and all documents, the execution, acknowledgment, delivery or recordation of which in the name of and on behalf of the same is deemed appropriate by the Council in order to effectuate the provisions of this Section or to exercise any of such rights and powers.

6.1.3. Anything herein to the contrary notwithstanding, the Council shall join with the Developer in complying with those provisions of that certain Public Works and Developer Agreement dated August 19, 1992 by and between the Town of Bel Air and the Developer that require the conveyance to the Town of property forming a part of the Condominium.

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6.2. Easements benefiting Units.

6.2.1. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other Units or in the Common Elements and serving its Unit. Each Unit and the Common Elements shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, utility lines, sewer lines and other facilities serving other Units or the Common Elements and located in each such Unit. In addition, each Unit shall be subject to and shall have such easements of support and shelter from and over such other Units and the Common Elements as may be necessary for the quiet enjoyment of such Unit. The Board of Directors shall have the right of reasonable access to each Unit to inspect, repair or replace the foregoing fixtures.

6.2.2. Each Unit shall have the benefit of a non-exclusive license for the use of the remainder of the General Common Elements, provided that

(a) such use is in accordance with applicable law and the provisions of this Declaration and the By-Laws;

(b) any admission or other fee which the Council then charges for such use is paid;

(c) no person other than the Council may construct, reconstruct, alter or maintain any structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the Common Elements; and

(d) no person shall, without first obtaining the Council's consent, do anything within the Common Elements which will cause an increase in any premium paid by the Council for liability or other insurance with respect to the Common Elements, or the cancellation of any such insurance.

6.2.3. Conveyance of Easements. The conveyance of the title to any Unit having the benefit or the burden of an easement created by any of the provisions of this Declaration shall constitute a conveyance of such benefit or burden, without the necessity of any reference thereto in any instrument by which such conveyance of title is made. No such benefit or burden may be conveyed other than with a conveyance of the title to such Unit.

6.3. Easements benefiting Developer.

6.3.1. Developer hereby reserves unto itself, its successors and assigns, an easement in, upon, through and over the Common Elements, for as long as the said Developer, its successors and assigns and Mortgagees, shall be engaged in the construction, development and sale of Units, which easement shall be (i) for the purpose of construction, installation, maintenance and repair of the existing buildings and appurtenances thereto, (ii) for ingress and egress to all Units and all Common Elements, (iii) for use of all sidewalks, walkways, roadways and parking areas, (iv) for the maintenance of model units for sales promotion and exhibition and (v) for structural support for model units to the extent they are not a part of the Condominium. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for a period of seven (7) years after the date of delivery of a deed to a Unit for such purposes as may be reasonably necessary for the Developer or its agents to complete the Condominium or service any Unit thereof, upon the giving of reasonable notice to the Unit Owner.

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

6.3.3. IF, in the future, additional condominium regimes or homeowners associations or rental apartment projects are established upon the land now owned by the Developer adjacent to the Condominium, and/or any additional phases of this Condominium, as the same may be constituted from time to time, all of which land is described in Exhibit D, the Developer, for itself, its successors and assigns and Mortgagees, hereby declares that each Unit Owner in such regime(s) or member in such association(s) or owner and tenant in such rental apartment project(s) shall have a perpetual easement in certain common elements of this Condominium, hereinafter set forth and the Unit Owners in this Condominium shall have a perpetual easement in the common elements of such other regime(s) or in the common areas of such other association(s) or rental apartment project(s) for the following purposes:

(a) to maintain, use, repair and replace all existing storm sewage, sanitary sewage and water distribution systems and roadways used by Unit Owners, members or owners and tenants in the regimes or associations or rental apartments to serve this Condominium and/or as ingress or egress to their property;

(b) for the subterranean installation, maintenance, repair and replacement of any pipe, cable, wire, fiber optics or other conduit of gases, liquids or energy supplying water, sewage, telephone, radio, television, electricity, natural gas, heat or other similar services to the regime or association or members of the regime or association subject, however, to the provisions that where the work to be done is not a repair or replacement of any then existing facility it shall be done only with the written permission of this Condominium or the members or the directors of the condominium regimes or homeowners association or owner of the rental apartment project(s) involved, which permission shall not be unreasonably withheld; and

(c) In the event such work is done, the regime or the members or the directors of the regime or homeowners association or owner of the rental apartment project(s) may require that the work be done at the expense of the regime or the members of the association or the owner of the rental apartment project seeking to exercise the rights granted hereunder and subject to such other terms and conditions as are just and reasonable.

6.3.4 If such additional regime(s), association(s) or rental apartment project(s) is/are created, the Developer, for itself, its successors and assigns and its Mortgagees, hereby declares that the unit owners or members in such additional regime(s) or association(s) or owners and tenants in such rental apartment project(s) shall have the right to use and enjoy, subject to this Declaration, the By-Laws and all rules of this Condominium, in common with each Unit Owner in this Condominium, the following common elements of this Condominium; the utilities and their associated distribution systems; the roadways and sidewalks; and maintenance shed, if any, (herein the "Items of Common Use"); and shall be obligated to pay an assessment therefor, levied on an annual basis as further provided herein. The assessment for Items of Common Use shall be made a mandatory lien upon each unit or home or the rental apartment project by an appropriate document recorded among the Land Records of Harford County, Maryland, said document to be recorded, not later than contemporaneously with the recordation of the declaration establishing the additional regime or association or the issuance of an occupancy permit for the first building to be occupied in the rental apartment project; said document shall provide not only for the assessment and the lien thereof but also for a method of collection and disbursement to this Condominium and shall include a provision for reserves for replacement of the Items of Common Use aforementioned. The amount of the assessments for Items of Common Use shall be determined annually by the owner of the rental apartment

project, and the presidents of the additional regime(s) or association(s) and the President of the Council at a meeting duly called for that purpose. The assessment so levied and collected shall be apportioned between this Condominium and any additional regime(s) or association(s) based upon the proportion of residential units, dwellings or rental apartments within each regime, association or rental apartment project (the numerator) to the total number of residential units, dwellings and rental apartments within the boundaries of the entire tract of land shown on the Plats aforesaid (the denominator). The proportionate amount per regime, association or rental apartment project arrived at in the previous sentence shall be multiplied by the Common Expenses of this Condominium for those Items of Common Use specified above (and any other Items of Common Use as may later be agreed upon) for each full fiscal year of common use or any fraction thereof, commencing upon the recordation of the appropriate document creating such additional regime or association.

Section 7. Option to Expand the Condominium.

7.1. General.

The Developer hereby expressly reserves, for a period of seven (7) years from and after the date upon which the Condominium is created, the right and privilege, exercised in its sole and absolute discretion, to expand and add to the Condominium by subjecting to the condominium regime all or any portion of the real property and improvements described in Exhibit D.

7.2. Right to Reserve Easements.

The Developer shall have the right to reserve, at or prior to the time each additional section (an "Additional Section") is added to the Condominium, such easements and rights of way on, over, under and across such Additional Sections as are deemed appropriate by the Developer including but not limited to (a) vehicular and pedestrian access between (i) the remaining property of the Developer, whether or not included within any Additional Section, and (ii) any public road or other property which borders upon the Condominium, and (b) the installation, operation, inspection, maintenance, repair and replacement of electric, telephone, TV cable, water, sanitary sewer and storm drainage lines, pipes, mains, drains and related facilities deemed appropriate by the Developer to serve any remaining property of the Developer, whether or not included within the Additional Section. Each such easement and right of way shall run with and bind the common elements and each unit contained in the Condominium, and all owners and occupants of such units, and their respective heirs, personal

representatives, successors and assigns, forever, unless the recorded document establishing such easement or right of way specifically provides otherwise.

7.3. Effect On Unit Owners.

The Additional Sections may be added to the Condominium in any sequence, but no Additional Section may be added to the Condominium without the prior written consent, if such prior written consent is so required, of the U.S. Department of Housing and Urban Development ("HUD"), the U.S. Veterans Administration ("VA"), and the Federal National Mortgage Association ("FNMA") to the extent that each of said bodies holds, insures or guarantees any mortgage of any unit in the Condominium at the time of such expansion. As any Additional Section is added to the Condominium, (i) the percentage interests in the Common Elements and in the Common Profits and Common Expenses of the Unit Owners in the Condominium immediately prior to such expansion shall be reduced in accordance with the formulas set forth in Section 4 hereof to reflect the increase in the aggregate number of the Units contained within the Condominium, and (ii) percentage interests in the Common Elements and in the Common Profits and Common Expenses, as determined in accordance with the formulas set forth in Section 4 hereof, shall vest in the owners of Units in the Additional Section added to the Condominium. Each record owner holding title to one or more units in the Additional Section added to the Condominium shall be a member of the Council and shall have the voting rights set forth in Section 5.3 hereof.

7.4. Maximum Number of Units.

The maximum number of Units which may be a part of the Condominium is two hundred sixty-one (261).

7.5. Method and Results of Expansion.

7.5.1. Subject to the foregoing, expansion of the Condominium shall be effected by the Developer by recording among the Land Records of Harford County the following: (i) an amendment to the Declaration showing the property added to the Condominium, the new percentage interests of the Unit Owners and the number of votes which each Unit Owner may cast in the Condominium as expanded; and (ii) an amendment to the Condominium Plat which includes such detail and information concerning the Additional Section as required in the original Condominium Plat. On recordation of said amendments to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall forthwith have the percentage interest in the Common Elements, and in the Common Profits and Common Expenses,

and the number of votes, set forth in said amendments to the Declaration and Condominium Plat. Further, following any expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it is a lien.

7.5.2. Except to the extent that the form and contents of any amendatory instrument or plat referred to in Section 7.5(1) shall be dictated by applicable law, such form and contents shall be determined by the Developer in the exercise of its sole discretion, and neither the effectiveness of any such expansion nor the effectiveness of the execution, delivery or recordation of any such amendatory instrument or plat shall be conditioned upon there having been given any consent thereto, or upon there having occurred any joinder therein or execution thereof, by any person or entity (including, by way of example rather than of limitation, any Unit Owner) other than the Developer.

7.5.3. Each and every purchaser, his heir, assignee or other transferee of the legal or beneficial title to, or of any other interest in, any of the units (including each Unit Owner) shall be conclusively presumed, by his or its acceptance thereof,

(a) to have consented to the reservation by the Developer of the right to expand the Condominium which is set forth in this Section 7, to the exercise of such right by the Developer at its sole discretion, and to the adjustment of the respective percentage interests and votes resulting therefrom, in accordance with the provisions of this Declaration, and

(b) irrevocably to have appointed the Developer to be the attorney-in-fact of such purchaser, his heir, assignee or other transferee, with full power and authority (which shall be deemed to be irrevocable and to be coupled with an interest) to execute, deliver and record, on behalf of and in the name of such purchaser, his heir, assignee or other transferee, any and all amendatory instruments and plats of the types which are referred to in this Section 7, the execution, delivery and recordation of which on behalf of and in the name of such purchaser, his heir, assignee or other transferee shall be deemed necessary or desirable by the Developer in order to effectuate the provisions of this Section 7.

7.5.4. Upon any such expansion of the Condominium as aforesaid, any Additional Sections which are thereby subjected to the Condominium Regime and incorporated within the Condominium shall be and thereafter remain subject

to the operation and effect of the provisions of this Declaration, to the same extent as if it had been so subjected and incorporated at this time.

Section 8. Rights of Mortgagees.

8.1. General.

8.1.1. Regardless of whether a Mortgagee in Possession of a Unit is the Unit Owner thereof, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Council and any other Unit Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Unit Owner thereof.

8.1.2. Any Mortgagee in Possession of a Unit shall (subject to the operation and effect of the provisions of this Declaration, the By-Laws or applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided, that nothing in the foregoing provisions of this paragraph 8.1.2. shall be deemed in any way to relieve any Unit Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Unit Owner to satisfy any of the same.

8.2. Priority over Assessment. The interest in a Unit held by a Mortgagee thereof under its Mortgage shall be:

8.2.1. Free of any claim or lien for any Assessment which is levied against such Unit prior to the recordation of such Mortgage (unless prior to such recordation a statement of condominium lien, as that term is defined by the provisions of Section 11-110 of the Act, and sufficient for the purposes thereof covering such Assessment is recorded) other than any claim for a pro rata share of the amount represented by such Assessment which results from any pro rata reallocation of such Assessment among all of the Units, including such Unit; and

8.2.2. Free of any such claim or lien for any assessment arising after such recordation of such Mortgage, and before such Mortgage is a Mortgagee in Possession of such Unit.

8.3. Actions conditioned on Mortgagee's approval.
Unless each first Mortgagee of each Unit which would be affected by such action has given its prior written approval thereof, neither the Council nor any Unit Owner shall by act or omission:

8.3.1. partition or subdivide, or seek to partition or subdivide, any such Unit;

8.3.2. seek to abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements; provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements, or pursuant to other provisions of this Declaration, shall not be deemed to be prohibited by the foregoing provisions of this subsection; or

8.3.3. use any proceeds derived from hazard insurance and paid to the Council on account of any damage to or destruction of any of the improvements within any Unit or the Common Elements, for other than the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Act in the case of substantial loss to the Units or the Common Elements.

8.4. Right to inspect, and to receive audited statement and notice.

A Mortgagee shall, upon request of the Council, and provided that such Mortgagee has furnished the Council with the information which it is required by the By-Laws to furnish the Council, all in the manner set forth therein, be entitled to

8.4.1. inspect the Council's books and records during normal business hours;

8.4.2. require, by a written request therefore, the preparation of and (if such preparation is required) receive at Mortgagee's cost (or in the event the Condominium at any time contains 50 or more Units, at the Council's cost) an annual audited financial statement of the Council within ninety (90) days following the end of any fiscal year of the Council;

8.4.3. be given timely written notice of all meetings of the Unit Owners, and to designate a representative to attend all such meetings; and

8.4.4. be given timely written notice by the Council of:

(a) any proposed amendment of this Declaration, the By-Laws or the Condominium Plat which would effect a change in (i) the boundaries of any Unit, (ii) except for expansion of the Condominium pursuant to Section 7, the undivided percentage interest in the Common Elements or the percentage interest in the Common Expenses and Common Profits which is appurtenant to any Unit, (iii) the number of Votes held by the Unit Owner of any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted by the provisions of this Declaration, the By-Laws or the Condominium Plat;

(b) any proposed termination of the Condominium Regime;

(c) any condemnation, eminent domain proceeding or casualty loss materially affecting any or all of the Condominium (including, without limitation, any Unit encumbered by the lien of a Mortgage);

(d) any delinquency in the payment of Assessments or other charges owed by the Unit Owner of a Unit subject to a Mortgage which remains uncured for a period of sixty (60) days;

(e) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Council; and

(f) any other proposed action that, pursuant to the Act, this Declaration or the By-Laws, requires the consent of each Mortgagee or a specified percentage of eligible Mortgagees.

Section 9. General Provisions.

9.1. Assignment.

9.1.1. The Developer shall be entitled at any time to assign to any person any or all of its right, title and interest hereunder (including, by way of example rather than of limitation, the Developer's rights (and any proxy) under, or held pursuant to, the provisions of Sections 5 and 6) by an instrument which makes specific reference to this subsection, and is executed and delivered by the Developer and such assignee and recorded among the Land Records of Harford County, Maryland.

9.1.2. The Developer may from time to time hereafter permit any right which it holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

9.2. Amendment and Termination.

9.2.1. This Declaration and the Condominium Plat may be amended with and only with the prior, express written consent thereto of Unit Owners comprising eighty percent (80%) of the total votes of the Condominium and eighty percent (80%) of all Mortgagees, acting in accordance with the provisions of the Act.

9.2.2. Anything contained in any of the provisions of this Declaration to the contrary notwithstanding,

(a) the Developer may, without obtaining the consent thereto of any Unit Owner or Mortgagee, amend this Declaration, the By-Laws or the Condominium Plat if and only if such amendment is, in the Developer's reasonable opinion, necessary to correct obvious typographical, mathematical or similar errors therein; and

(b) nothing in the foregoing provisions of this subsection shall be deemed in any way to require the consent of each Unit Owner and each Mortgagee to any action taken by one or more Unit Owners pursuant to the provisions of Section 11-107(d) of the Act, so long as the amendment to the Declaration which effectuates the same pursuant to such provisions is executed by the Unit Owners and Mortgagees, if any, of the Units involved in such action.

9.2.3. Any such amendment shall become effective upon and only upon the recordation of an appropriate amendatory instrument or plat among the Land Records of Harford County, Maryland.

9.2.4. Except in the event of a taking by condemnation or eminent domain of all of the Units, which event shall be governed by the provisions of Section 11-112 of the Act, the Condominium Regime may be terminated with and only with the prior express written consent thereto of each Unit Owner and each Mortgagee.

9.3. Maintenance. The provisions of the By-Laws relating to the obligations of Unit Owners to maintain the Units are hereby incorporated in this Declaration.

9.4. Applicable law. This Declaration shall be given effect and construed by application of the laws of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

9.5. Headings. The headings of the sections and subsections hereof are provided herein for and only for

convenience of reference, and shall not be considered in construing the contents thereof.

9.6. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the By-Laws, the Condominium Plat or any amendment thereof is invalid or unenforceable shall result in the unenforceability of (a) any other provision hereof or thereof, or (b) such provision to the extent which it is not affected by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by law, and shall be construed wherever possible as being consistent with applicable law.

9.7. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to deemed, unless otherwise expressly indicated, to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

9.8. Liability of Unit Owners. The liability of each person who, together with one or more other persons, is a Unit Owner or a Lessee, for the adherence to the terms and the satisfaction of the conditions hereof and of the By-Laws shall be joint and several.

9.9. Developer's affirmation pursuant to Section 11-102.1 of the Act.

The Developer hereby affirms under penalty of perjury that the notice requirements of Section 11-102.1 of the Act if applicable to the Condominium, have been fulfilled.

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

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP
By: Harford Land Development, Inc.,
General Partner

Stanley D. Fitzgerald

By: *David M. Tolmié* (SEAL)
David M. Tolmié, President

STATE OF MARYLAND, COUNTY OF : TO WIT:

I HEREBY CERTIFY that on this 26th day of October 1993, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared David M. Tolmie, President of Harford Land Development, Inc., the General Partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed the said instrument in the capacity as described therein.

AS WITNESS, my hand and Notarial Seal.



Susan Ome Hardy
Notary Public
My Commission expires: 11/1997

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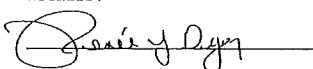
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CONSENT AND AGREEMENT OF
TRUSTEE AND BENEFICIARY

Raymond E. Schlissler, Trustees, and Provident Bank of Maryland, a banking institution organized and existing under the law of Maryland, who are, respectively, a trustee and the beneficiary under a Deed of Trust (the "Deed of Trust") dated June 18, 1992, and recorded among the Land Records of Harford County, Maryland, in Liber 823 at folios 87 et seq., hereby (a) join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the Deed of Trust, in and to the real property comprising the Condominium (as that term is defined therein), to a condominium regime pursuant to the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (1988 Replacement Volume, as amended); and (b) agree that, by such recordation, their interest in and to the said real property under the provisions of the Deed of Trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in and to (i) each unit of the condominium created by such recordation, and (ii) the respective undivided percentage interest in the common elements of such condominium which is attendant to each such unit, all as set forth in the provisions of such Declaration. Nothing in the foregoing provisions of this Consent and Agreement shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

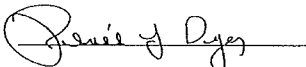
IN WITNESS WHEREOF, the said trustee and beneficiary have executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 20th day of October, 1993.

WITNESS:



 (SEAL)
Raymond E. Schlissler, Trustee

PROVIDENT BANK OF MARYLAND



By:  (SEAL)
George D. Decker, Vice President

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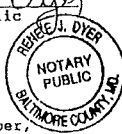
STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Raymond E. Schlissler, trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Renée J. Dyer
Notary Public

My commission expires on June 17, 1997
Renée J. Dyer
Notary Public State of Maryland
My Commission Expires June 17, 1997



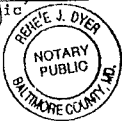
STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared George D. Decker, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of Provident Bank of Maryland, a banking institution organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Renée J. Dyer
Notary Public

My commission expires on June 17, 1997
Renée J. Dyer
Notary Public State of Maryland
My Commission Expires June 17, 1997



THIS IS TO CERTIFY that this instrument was prepared by or under the supervision of Daniel O'C. Tracy, an attorney duly admitted to practice before the Court of Appeals in Maryland.



Daniel O'C Tracy, Jr.

MR. CLERK: Upon its recordation, please return this instrument to Daniel O'C Tracy, Jr. Esquire, Venable, Baetjer and Howard, 1800 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201.

"EXHIBIT A"

Phase I, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the same at a point on the northeast outline or South 54° 02' 19" East 1099.62 foot line of a plat entitled "Revised Final Plat, Section II, English Country Manor", recorded among the Land Records of Harford County, Maryland in Liber CGH 80, Folio 21, said point of beginning being distant South 54° 02' 19" East 167.11 feet from the southeast side of the Bel Air By-Pass (Relocated U.S. Route 1), thence binding on the said northeast outline,

1. South 54° 02' 19" East 303.41 feet, thence leaving said outline and running for new lines of division, eight courses, viz:
2. South 15° 39' 03" West 370.87 feet,
3. South 73° 21' 53" West 59.00 feet,
4. By a curve to the right with a radius of 113.00 feet and an arc length of 25.28 feet, said curve being subtended by a chord bearing South 79° 42' 48" West 25.23 feet,
5. North 74° 20' 57" West 158.34 feet,
6. North 14° 37' 08" East 38.51 feet,
7. North 74° 20' 57" West 24.90 feet,
8. North 15° 39' 03" East 27.00 feet, and
9. North 12° 06' 35" East 454.10 feet to the place of beginning.

CONTAINING 2.801 acres of land, more or less,

BEING Phase I, English Country Manor II Condominium, Third Election District, Harford County, Maryland; BEING ALSO part of Parcel "A-1" shown on a plat entitled "Revised Final Plat, Section II, English Country Manor", recorded among the aforesaid Land Records of Harford County, Maryland in Liber CGH 80, Folio 21.

LIBER 025 FOLIO 078

EXHIBIT B

See Condominium Plats Entitled
"Phase I English Country Manor II Condominium"
recorded among the
Land Records of Harford County
contemporaneously herewith

EXHIBIT C

SCHEDULE OF PERCENTAGE INTERESTS IN
COMMON ELEMENTS/Common EXPENSES/Common PROFITS

Each of the twenty-nine (29) Units in Section I shall
have a 3.448% interest in Common Elements, Common Expenses and
Common Profits

LIBER 2025 FOLIO 080



EXHIBIT D

All of that parcel known and designated as "Parcel A-1" containing 17.781 acres as shown on a subdivision plat entitled "Revised Final Plat - Section II English Country Manor" which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. 80, at folio 21 but SAVING and EXCEPTING THEREFROM: (i) all that property constituting Phase 1 of English Country Manor Condominium II as described on EXHIBIT A of the within Declaration, and (ii) that certain parcel of land containing 0.486 of an acre identified as "Open Space Parcel" on the aforesaid subdivision plat.

Council of Unit Owners of English Country Manor II Condominium

Custom Document



AGREEMENT FOR COMMON COST SHARING

This Agreement for Common Cost Sharing ("Agreement") is entered into between the **COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR CONDOMINIUM**, an unincorporated association ("ECM") and the **COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR II CONDOMINIUM**, an unincorporated association ("ECM II") on this 13th day of FEBRUARY, 2015.

WHEREAS, ECM is an unincorporated condominium association, created pursuant to Declaration of Covenants dated August 7, 1990 and recorded among the Land Records of Harford County in Liber 1650, folio 79, et seq., and By Laws recorded among the Land Records of Harford County in Liber 1650, folio 104, et seq., and as they may each thereafter have been amended; and

WHEREAS, ECM II is an unincorporated condominium association, created pursuant to Declaration of Covenants dated October 21, 1993 and recorded among the Land Records of Harford County in Liber 2025, folio 1049, et seq., and By Laws recorded among the Land Records of Harford County in Liber 2025, folio 1082, et seq., and as they may each thereafter have been amended; and

WHEREAS, the parties hereto, and all unit owners in each ECM and ECM II are subject to a certain Declaration dated November 25, 1992 and recorded among the Land Records of Harford County in Liber 2025, folio 1035, et seq., (the "Declaration"), made by and between ECM and Harford Land Development Limited Partnership; and

WHEREAS, ECM II is the successor in interest to the "Parcel 2 Owner" identified in the Declaration; and

WHEREAS, the Declaration grants ECM II an easement and right to use the Recreational Amenities in common with ECM, and it requires ECM to maintain and repair the Recreational Amenities and to pay the costs thereof ("Expenses"), subject to reimbursement from ECM II for the shared portions thereof ("Shared Expenses");

WHEREAS, the "Recreational Amenities" made subject to the Declaration are defined therein as being those areas located within ECM being limited to (i) the swimming pool; (ii) the first floor of the Manor House, being the building now known as 600 Squire Lane formerly #1 English Manor Lane (and which expressly includes the Terrace Room, the Activity Room and the Gymnasium therein); and (iii) portions of the ECM common elements identified on Exhibit B of the Declaration (which the parties hereto find Exhibit B to the Declaration to be without any such identification or limitation, and is vague and not ascertainable); and

WHEREAS, the Declaration grants to ECM an easement and right to use the Clock Tower Park, and requires ECM II to maintain and repair and to pay the costs thereof, subject to reimbursement from ECM; and

WHEREAS, other lands and areas of ECM II are shared with and used by ECM, and for which costs and expenses of repair and maintenance the parties agree to allocate and share; and

WHEREAS, ECM and ECM II have determined that the formulae in the Declaration for allocating the Expenses among them are vague, ambiguous or inaccurate, and do not accurately reflect the realities of usage, access, custom and practice, and they have each agreed to clarify and set forth herein the formulae and allocations among them of the Shared Expenses and of other reimbursable expenses.

A handwritten signature in black ink, appearing to be 'MUT' with a flourish above it.

NOW, THEREFORE, the Board of Directors of ECM and the Board of Directors of ECM II, in furtherance of the covenants set forth in the Declaration, do hereby mutually covenant and agree as follows:

1. The recitals hereinabove are incorporated herein as material and substantive terms and provisions of this Agreement.

2. This Agreement shall be effective and binding only for those Expenses and Shared Expenses that have been incurred but not yet reimbursed as of the date hereof, and for those Expenses and Shared Expenses to be incurred hereafter.

3. This Agreement shall not apply to any prior Expense or Shared Expense that has already been incurred and reimbursed, and the parties expressly waive and release any claims for refunds, overpayments, or credits relating thereto.

PART I

IDENTIFICATION AND ALLOCATION OF SHARED EXPENSES OF ECM

4. The parties have determined and hereby covenant and agree that ECM and ECM II share the use of only Twenty Percent (20%) of the ECM common areas, and as such, only 20% of all ECM Expenses shall be shared and subject to further allocation among them (the "Shared Expenses"), unless otherwise hereinafter differently provided.

5. The parties have determined and hereby agree that ECM constitutes Forty-Four Percent (44%) and ECM II constitutes Fifty-Six Percent (56%) of the entire combined unit owners in both condominiums.

A handwritten signature in black ink, appearing to be 'M. J. ...', located in the lower right quadrant of the page.

6. ECM will pay the Expenses, and ECM II will reimburse ECM an amount that is equal to 56% of 20% of the Expenses ("ECM II Share"), unless otherwise hereinafter differently provided.

7. Insurance Premiums. ECM maintains a policy of insurance that includes coverages for property and casualty insurance on the Recreational Amenities, liability insurance and fidelity bond, and pays a combined premium. ECM II shall reimburse ECM an amount that is equal to 56% of 20% of the premium for this policy.

8. Electric service billed to ECM for both 200 Thames Way and 202 Thames Way includes electricity for the small pond, guardhouse and lights on English Country Lane, and other common areas. ECM II shall reimburse ECM an amount that is equal to the sum of (A) the invoice for 200 Thames Way, less (B) the invoice for 202 Thames Way, multiplied by (C) 56%.

9. Electric service billed by BGE to ECM for the Manor House (k/a 600 Squire La*Bldg1 as referenced on the BGE invoice) shall be paid by ECM. The parties have determined that ECM II has the use in common of only 76% of the areas serviced by this electric bill (which bill includes electric service for hallways of ECM unit owners only). ECM II will reimburse ECM an amount that is equal to 56% of 76% of each such BGE invoice.

10. Cleaning Services for the Manor House. ECM provides cleaning and janitorial services for all of the common areas of the Manor House, including the common areas. ECM II will reimburse ECM an amount that is equal to 56% of charges for cleaning services and plant care in the shared common areas only, PROVIDED such charges are billed separately, or conspicuously segregated from all other charges for cleaning other areas of the Manor House.

A handwritten signature in black ink, consisting of a stylized 'M' followed by a vertical line and a horizontal stroke at the bottom.

11. Cable Television. ECM provides basic cable television service to the TV Room in the Manor House. ECM II will reimburse ECM an amount that is equal to 56% of such basic cable television charges.

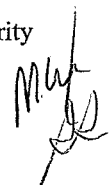
12. Gate/Pond/Manor House/Pool Grounds. (A) For the cost of twice-yearly purchase and planting of exterior seasonal flowers only in the front of the Manor House, Entrance Island and Pool, ECM II will reimburse ECM an amount equal to 56% of these charges, including maintenance of the entrance fountain, PROVIDED the invoices indicate the area where such flowers are planted.

(B) For Landscaping/Mowing including fertilizing, shrubs and lawn work performed by ECM entirely throughout ECM shared common areas, ECM II will reimburse ECM an amount equal to 56% of 20% of these charges, PROVIDED that all invoices submitted to ECM II for reimbursement shall provide details and description of the services performed or materials provided, and a description of the location thereof. However, for exterior landscaping work performed by ECM only on the Manor House grounds, ECM II will reimburse ECM an amount equal to 56% of these charges, PROVIDED that all invoices submitted to ECM II for reimbursement shall provide details and description of the services performed or materials provided, and a description of the location thereof.

13. Swimming Pool maintenance, supplies and services will be reimbursed by ECM II an amount equal to 56% of these charges.

14. Water and Sewer bills for consumption in the community for ECM and ECM II, will be reimbursed by ECM II an amount equal to 56% of the charges.

15. Security System and Phone service. ECM provides a security system, equipment, and monitoring services, presently provided by contract with Town Security. The security system is serviced by a single dedicated telephone line with Verizon. Charges for the security

A handwritten signature in black ink, appearing to be 'M. J. D.', located in the bottom right corner of the page.

system, repairs, replacements and monitoring services, and for the dedicated telephone line, will be reimbursed by ECM II an amount equal to 56% of 20% of the charges.

16. Fire Safety & Sprinklers. (A) Expenses for Fire Extinguisher inspections, services, recharges and replacements only for those existing fire extinguishers located in the shared common areas of the Manor House will be reimbursed by ECM II an amount equal to 56% of 4 % of the charges.

(B) Invoices for fire sprinkler services (presently Hauf Fire Protection) will be reimbursed by ECM II an amount equal to 56% of 48% of the charges.

17. Exterminator services performed in the shared common areas only of the Manor House shall be reimbursed by ECM II an amount equal to 56% of the charges.

18. Maintenance of the Gymnasium in the Manor House, including equipment repair and replacement, will be reimbursed by ECM II an amount equal to 56% of the charges.

19. HVAC systems in the Manor House. There are ten (10) condenser units that service the Manor House HVAC, of which only six (6) have been agreed and identified as providing heating and air conditioning to the shared common areas of the Manor House. For service and repair invoices, parts and labor for these six (6) identified units, ECM II will reimburse ECM an amount equal to 56% . In the event that all ten (10) units are under a single maintenance contract, the cost of the contract will be reimbursed by ECM II an amount equal to 56% of 76% of the contract invoice.

20. Roads and Sidewalks. ECM II will reimburse ECM an amount equal to 56% for expenses incurred by ECM for repair and maintenance of roadways, parking areas, curbs, gutters and adjacent parallel sidewalks in the areas identified in Orange on the Exhibit A attached hereto and incorporated herein.

20-A. ECM annually budgets for Capital Improvement Shared and ECM II will reimburse ECM for 56% of the budgeted amount. ECM and ECM II will meet annually before August 31st to discuss the budget and capital improvement for the upcoming fiscal year.

PART II

IDENTIFICATION AND ALLOCATION OF SHARED EXPENSES OF ECM II

21. Clock Tower Park and Reflecting Pool. The Clock Tower Park and Reflecting Pool are property and obligation of ECM II, and constitute 12% of the land area of ECMII (collectively the "Park").

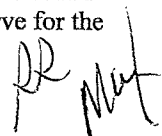
22. For all costs and expenses of grounds maintenance in and on the Park, ECM shall reimburse ECM II an amount that is equal to 44% of 12% of the charges.

23. Electric service for the Park is billed by BGE to ECM II for 294 Canterbury Road and 292 Canterbury Road. ECM shall reimburse ECM II an amount that is equal to the sum of (A) the invoice for 294 Canterbury Road, less (B) the invoice for 292 Canterbury Road, (C) multiplied by 44%.

24. ECM II maintains a policy of insurance that includes coverages for property and casualty insurance on the Park. ECM will reimburse ECM II an amount that is equal to 44% of 2% of the insurance premium.

25. For repair and maintenance of the Park and the improvements thereon, for property taxes on the Park, and for landscaping in and on the Park, ECM will reimburse ECM II an amount equal to 44% of the charges.

26. ECM II annually budgets an amount for capital reserves for the Park, and ECM will reimburse ECM II an amount equal to the 44% of the amount so budgeted by ECM II. ECM and ECM II will meet annually before August 31st to discuss the budget and capital reserve for the Park for the upcoming year.

A handwritten signature in black ink, appearing to be 'DR' followed by a stylized name, located in the bottom right corner of the page.

27. ECM will reimburse ECM II an amount equal to 44% for expenses incurred by ECM II for each of the following:

- A. maintenance and repair of the dog walk area;
- B. maintenance and repair of the storm water basin;
- C. maintenance and repair of the car wash area;
- D. maintenance and repair of the Clock Tower Park;
- E. any maintenance and repair of the those portions of the roadways, parking areas, curbs, gutters and adjacent parallel sidewalks identified in Red on the Exhibit A attached hereto and incorporated herein.

PART III - SNOW REMOVAL

28. The parties have determined and agreed that snow and ice removal costs shall be paid either exclusively by one of them without reimbursement, or shared and cross-reimbursed by each of them to the other, for different portions of roadways, parking areas and sidewalks in accordance with the color-coded diagram and area calculations which are attached hereto as Exhibit A and Exhibit B, as follows:

(A) For those areas identified in Blue, ECM shall bear 100% of the obligation and costs without reimbursement from ECM II.

(B) For those areas identified in Yellow, ECM II shall bear 100% of the obligation and costs without reimbursement from ECM.

(C) For those areas identified in Orange, ECM shall bear the obligation and costs, and shall be reimbursed by ECM II an amount equal to 56% of 61% of the invoices.

A handwritten signature in black ink, appearing to be 'AD' over 'Mey'.

(D) For those areas identified in Red, ECM II shall bear the obligation and costs, and shall be reimbursed by ECM an amount equal to 44% of 14% of the invoices.

The parties further agree that all contractors engaged by either of them for snow removal services will be provided with a color copy of the diagram Exhibit A, and that the contractors shall agree to either issue 4 different invoices, one invoice for each of the different areas, or to conspicuously segregate its services and charges for each area within a single invoice.

PART IV - GENERAL MATTERS

29. For the allocation of any other Shared Expense not hereinabove expressly provided, the parties agree to continue with their past agreement for allocation and reimbursement, which shall be binding on them as if expressly provided herein, or as provided in the Declaration.

30. All invoices or other documentation for reimbursable Expenses or Shared Expenses shall be submitted monthly, and paid within 30 days. Shared expense templates are attached as Exhibit C for ECM to ECM II, and Exhibit D for ECM II to ECM.

31. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the covenants or agreements contained in this Agreement shall not be construed as a waiver or a relinquishment for the future of such covenant or agreement, and the same shall continue and remain in full force and effect. No waiver by a party of any breach by the other party of any covenant, condition or agreement herein construed shall operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof.

32. This Agreement is intended to clarify and implement some of the provisions of the Declaration, and this Agreement shall be enforceable to the same extent and in the same manner as provided in the Declaration.

33. Any Expense, Shared Expense, allocation or reimbursement thereof not clarified, mentioned or provided for herein shall be determined as provided in the Declaration.

PART V - MISCELLANEOUS

34. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective unit owners, and their respective heirs, personal representatives, successors and assigns.

35. This Agreement shall be construed according to the laws of the State of Maryland.

36. This writing is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of its terms, and all negotiations, considerations and representations between the parties are incorporated herein. No course of prior dealings between the parties or their agents shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence to, a course of performance rendered under this Agreement or any prior agreement the parties or their agents shall not be relevant or admissible to determine the meaning of any of the terms or covenants of this Agreement. Other than as specifically set forth in this Agreement, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement.

37. This Agreement can be modified only by a writing signed by the parties hereto.

38. To the extent that such waiver is permitted by law, the parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in connection with this Agreement.

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

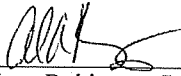
39. This Agreement will be deemed to have been drafted jointly by the parties and in the event of any ambiguity in this Agreement, the same will not be construed against any party hereto.

40. This Agreement is intended to be an Instrument Under Seal.


WITNESS the hands and seals of the parties hereto by their duly authorized directors and officers, on the date above written.

ATTEST:


**COUNCIL OF UNIT OWNERS OF
ENGLISH COUNTRY MANOR CONDOMINIUM
BY ITS BOARD OF DIRECTORS:**



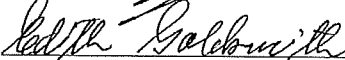
Allison Robinson, Secretary
a



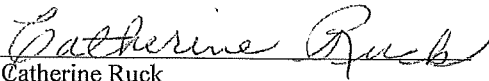
Ronald R. Robinson, Jr., President



Brian Narizzano, Vice President



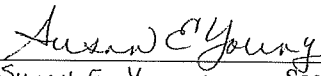
Edith Goldsmith, Treasurer




Catherine Ruck

ATTEST:

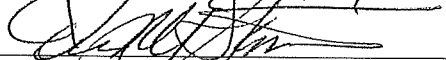
**COUNCIL OF UNIT OWNERS OF
ENGLISH COUNTRY MANOR II CONDOMINIUM
BY ITS BOARD OF DIRECTORS:**



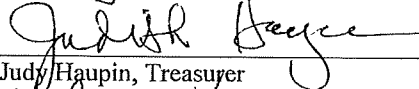
SUSAN E. YOUNG Secretary



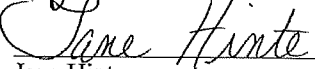
Michael Young, President



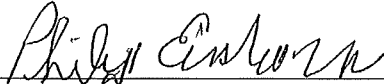
Denny Starn, Vice President





Judy Haupin, Treasurer



Jane Hinte


Philip Einhorn


Patricia Rebert


Christopher Newcomb

Jb/ ECM II / Cost Sharing / Agreement for Common Cost Sharing 1-2-2015


39. This Agreement will be deemed to have been drafted jointly by the parties and in the event of any ambiguity in this Agreement, the same will not be construed against any party hereto.

40. This Agreement is intended to be an Instrument Under Seal.


WITNESS the hands and seals of the parties hereto by their duly authorized directors and officers, on the date above written.

ATTEST:

COUNCIL OF UNIT OWNERS OF
ENGLISH COUNTRY MANOR CONDOMINIUM
BY ITS BOARD OF DIRECTORS:



Alison Robinson, Secretary



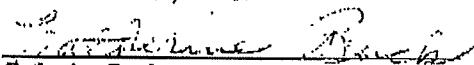
Ronald R. Robinson, Jr., President



Brian Narizzano, Vice President



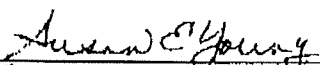
Edith Goldsmith, Treasurer




Catherine Ruck

ATTEST:


COUNCIL OF UNIT OWNERS OF
ENGLISH COUNTRY MANOR II CONDOMINIUM
BY ITS BOARD OF DIRECTORS:



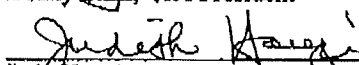
SUSAN E. YOUNG Secretary



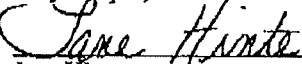
Michael Young, President



Denny Stara, Vice President



Judy Haupt, Treasurer



Jane Hinte


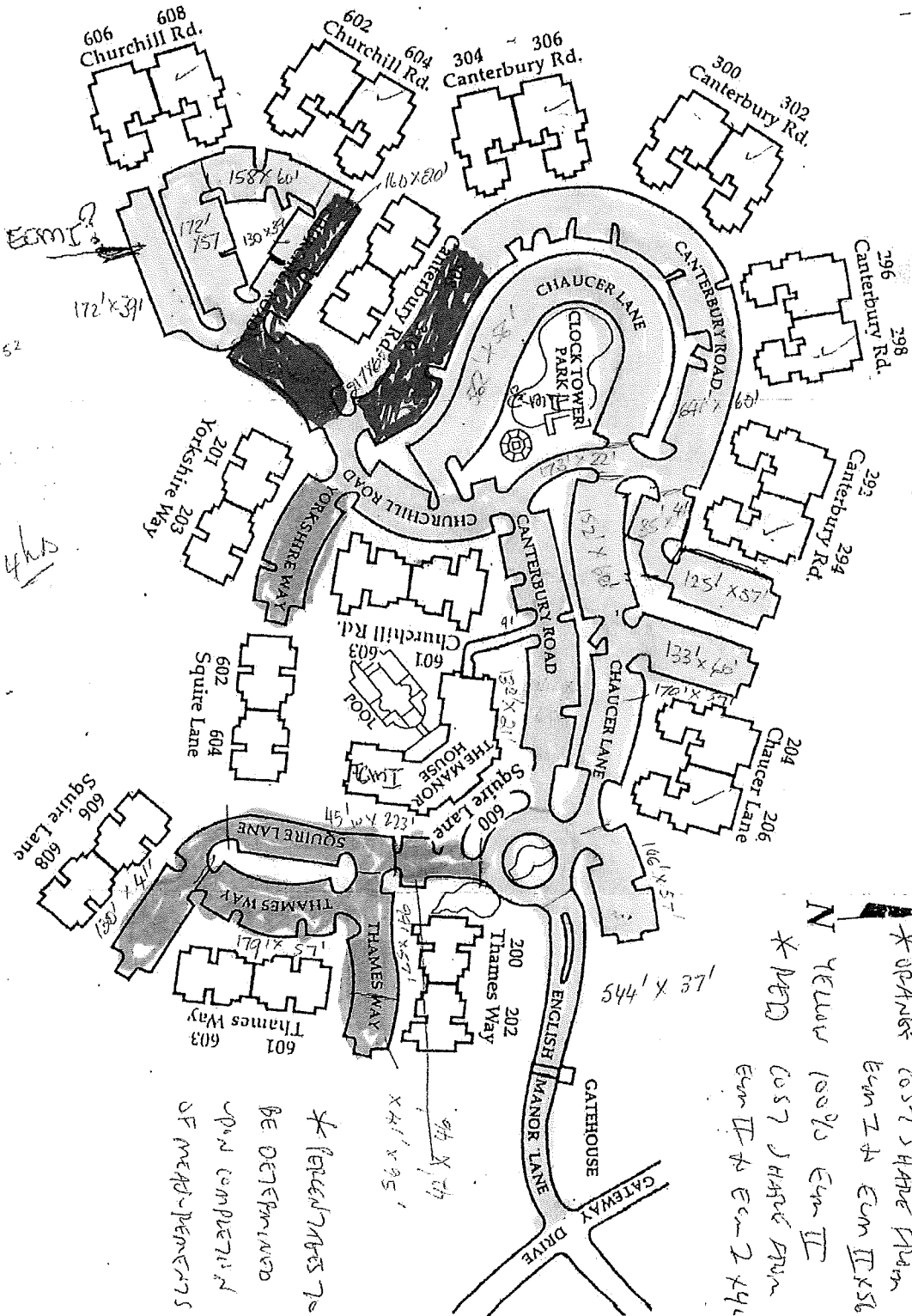


Exhibit A



ECMI?
52

4/14/85



- * BLUE - 100% Ecom I
- * ORANGE - 1057 SHADE PLAN Ecom I & Ecom II X 58
- * YELLOW - 100% Ecom II
- * RED - 1057 SHADE PLAN Ecom I & Ecom II X 49

* GREEN - 70
BE DETERMINED
UPON COMPLETION
OF MEASUREMENTS

Handwritten signature

Exhibit B
 Area: Jim Conway

English Country Manor

Area Measurements:	Length (feet)	Width (feet)	Area (Square Feet)	Total Areas (Square Feet)	Percent
Orange Highlighted Areas:					
Entry Way	544	37	20,128		
Circle	325	24	7,800		
Squire Lane	132	21	2,772		
Canterbury Rd	313	57	17,841		
Churchill Rd	248	57	14,136		
			Total	62,677	22.6%
Yellow Highlighted Areas:					
Chaucer Garages	146	57	8,322		
Chaucer Rd	170	57	9,690		
Parking Lot 1	133	60	7,980		
Parking Lot 2	125	57	7,125		
Parking Lot 3	152	60	9,120		
Connection	85	41	3,485		
Canterbury (Outer)	641	60	38,460		
Canterbury (Inner)	562	56	31,472		
Exit Road	173	22	3,806		
Churchill Entry	127	55	6,985		
Churchill Parking 1	172	39	6,708		
Churchill Parking 2	172	57	9,804		
Churchill Parking 3	158	60	9,480		
Churchill Parking 4	130	39	5,070		
			Total	157,507	56.8%
				150,522	
Blue Highlighted Areas:					
Entrance	46	42	1,932		
Squire Lane 1	223	45	10,035		
Squire Lane 2	130	41	5,330		
Thames 1	179	57	10,203		
Thames 2	99	57	5,643		
Thames 3	95	41	3,895		
Yorkshire	68	57	3,876		
			Total	40,914	14.8%
Red Highlighted Areas					
Canterbury	217	60	13,020		
Churchill	160	20	3,200		
			Total	16,220	5.8%
				23,205	
			Grand Total	277,318	100.0%

Manj

Exhibit C, 2

Ledger #	Description	Invoice Am	Factor	Factor	Cost Share
8520	Sprinkler MH		48% x	56.00%	
8530	Gate/Pond/Grounds MH			56.00%	
8535	Mowing/Landscaping		20% X	56.00%	
8535	Seasonal Flowers			56.00%	
8540	Cleaning M H			56.00%	
8550	Snow Removal		61% x	56.00%	
8560	Fire Safety # of Extingu 2 in MH		x 4%	56.00%	
8570	Exterminator MH			56.00%	
9240	Reserve Ph: Streamlined			56.00%	
Total for the Month					
This template was updated 01/15/2015					
Page 2 of 2					

Exhibit C-3

Cost Share: ECM II TO ECM I -						
Description		Invoice Amount	Factor %	Amount Due		
Reserves for Clock Tower			44			
Grounds Maintenance (Amount) X 12% =			44			
Electricity (294 CR - 292CR) =			44			
Insurance 2% of (Amount) =			44			
Clock Tower Maintenance			44			
Snow Removal - (Amount) x	14%		44			
Cost Sharing Agreement			44			
Clock Tower Taxes			44	-		
Clock Tower Landscape			44	-		
Bulk Trash			44			
Dog Walk Area			44	-		
Storm Water Basin			44	-		
Directory						
Manor House			44	-		
Ent. Fountain & Clock Tower Pond Pumps			44			
Road Repair/Maint			44			
Car Wash			44			
Master Resources			44			
			TOTAL			

Exhibit D-1

ECM I MANOR HOUSE AREA THAT IS HEATED/COOLED	LOCATION OF HEATING/COOLING UNITS AND THERMOSTATS UNIT NUMBER	LOCATION OF THERMOSTAT	LOCATION OF UNIT
1st Floor - Foyer Area	1	On the far Right Wall as you enter the Manor House Main Entrance Doors.	<u>Outside</u> unit is in Front of the Building, outside the Gym Windows. <u>Inside</u> Unit is in the Gym closet.
1st Floor - Gym Area	2	In the Gym Closet	<u>Outside</u> unit is in Front of the Building, outside the Gym Windows. <u>Inside</u> Unit is in the Gym closet.
1st Floor - Great Room	4	On column near Piano/Left of Fireplace	<u>Outside</u> Unit is on the pool area patio near the Pool Chemical Room. <u>Inside</u> unit is in the Pool Chemical room, which is outside the kitchen door.
1st Floor - TV Room	5	On the wall by the mailbox/bulletin boards	<u>Outside</u> Unit is on the pool area patio near the Pool Chemical Room. <u>Inside</u> unit is in the Pool Chemical room, which is outside the kitchen door.
1st Floor Hall - East Wing	9	East Wing Hallway	<u>Outside</u> Unit is on left side of pool patio when exiting the Great Room doors to pool area. <u>Inside</u> unit is located in the East Wing Hallway.
2nd Floor - Board Rooms	3	Behind the door in the Security Room	<u>Outside</u> Unit is in front of the Gym Windows. <u>Inside</u> Unit is in the Phase I Board Room Closet.
2nd Floor Hall - East Wing	6	East Wing Hallway	<u>Outside</u> Unit is on left side of pool patio when exiting the Great Room doors to pool area. <u>Inside</u> unit is located in 2nd Floor East Wing Hallway.
2nd Floor Hall - West Wing	7	West Wing Hallway	<u>Outside</u> Unit is near the Pool Chemical Room. <u>Inside</u> Unit is in the 2nd Floor West Hallway.
3rd Floor Hall - West Wing	8	3rd Floor near Exit Door.	<u>Outside</u> Unit is near the Pool Chemical Room. <u>Inside</u> Unit is in the ceiling above the Thermostat (by Exit Door).
3rd Floor Hall - East Wing	10	Middle of the Hallway	<u>Outside</u> Unit is on left side of pool patio when exiting the Great Room doors to pool area. <u>Inside</u> unit is located in the ceiling above the thermostat; middle of hallway.

May

Council of Unit Owners of English Country Manor II Condominium

Emergency Contact Information Form





English Country Manor II Condominium

Temporary Coupon

Please refer to the resale disclosure certificate for monthly assessment amount

PAYMENT IS DUE – First day of each month

THE MAILING ADDRESS FOR THIS PAYMENT IS AS FOLLOWS:

**English Country Manor II Condominium
c/o WPM Real Estate Management
11433 Cronridge Drive
Owings Mills, MD 21117**



PLEASE TEAR-OFF AND RETURN WITH PAYMENT

COUPON

AMOUNT ENCLOSED: _____

NAME: _____

UNIT ADDRESS: _____

HOME PHONE: _____

WORK PHONE: _____

CELL PHONE: _____

EMAIL: _____



Council of Unit Owners of English Country Manor II Condominium

Insurance Declaration Pages





ENGLI-2

OP ID: KH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2019

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

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

PRODUCER Schoenfeld Ins. Assoc., Inc. 6225 Smith Ave Baltimore, MD 21209	410-602-2000	CONTACT NAME: PHONE (A/C, No, Ext): 410-602-2000 FAX (A/C, No): 410-602-1160 E-MAIL ADDRESS: condo@schoenfeldins.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Greater New York INSURER B : The Hartford INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED English Country Manor II c/o WP&M Real Estate Group 11433 Cronridge Drive Owings Mills,, MD 21117		NAIC # 22357

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		6119M38264	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
A	<input checked="" type="checkbox"/> D&O \$1 Million			6119M38264	06/01/2019	06/01/2020	MED EXP (Any one person) \$ 5,000
B	<input checked="" type="checkbox"/> Fidelity \$605,000			30BDDHO8167	03/01/2019	03/01/2020	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HJRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			3019U19002	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below							
A	Property Section All Risk Repl.Cost			6119M38264	06/01/2019	06/01/2020	Blkt.Bldg \$ 34,060,000 Ded. \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WPM Real Estate Group is included as Additional Insured

CERTIFICATE HOLDER WPMREAL WP&M Real Estate Group 11433 Cronridge Drive Owings Mills, MD 21117	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

NOTEPAD

INSURED'S NAME English Country Manor II

ENGLI-2
OP ID: KHPAGE 2
Date 05/24/2019

The Master Policy for English Country Manor II Condominium is written in accordance with the Maryland Condominium Act, Section 11-114, to include revisions implemented in October 2009, updated/posted in January 2011. Property Section/Replacement Cost of the Master Policy is written on an All Risk/SPECIAL Form basis, excluding ANY Betterments & Improvements installed by Unit owner's, other than the Developer. Homeowners are recommended to purchase a Homeowners Policy designed for Condominium Owners, commonly known as a HO6 Policy.

Fidelity Bond is included, as per the Maryland Condominium Act, Section 11-114, to include the Management Company as an Employee at Full Limit scheduled on the Fidelity Bond Policy.

Additional Coverage Notes:

224 Residential Units

Wind/Hail Coverage - Included (no separate deductible)

Equipment Breakdown Coverage - Included for Common Areas and Association Responsibility (please refer to Association By Laws)

Ordinance Coverage - Included

Council of Unit Owners of English Country Manor II Condominium

Rules and Regulations



IMPORTANT NUMBERS

Property Management & Maintenance

J.C Property Services, Inc. 410-557-8370

2741-C Fallston Road
Fallston, MD 21047
410-557-8370
icpsf@verizon.net

After office hours: Call 410-557-8370. At the end of the message, you will be given a cell phone number to call for emergencies.

Medical and Fire Emergency 911

Bel Air Police Non-Emergency 410-638-4500

BGE Emergency 877-778-2222

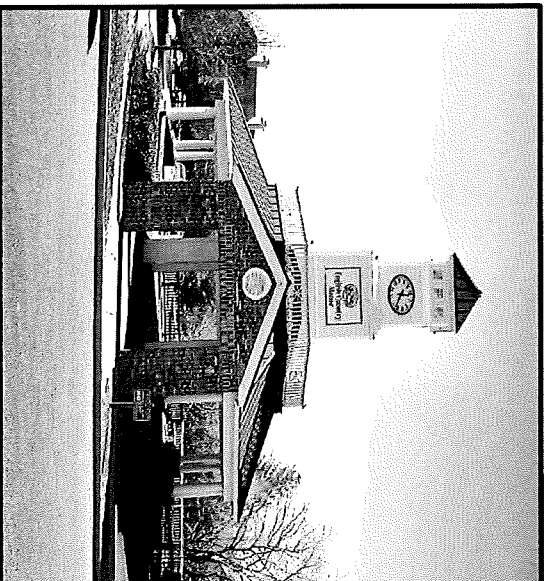
Harford County Animal Control 410-638-3505
410-638-3120

Insured Handyman 443-528-6561
Ken Illingworth

Elderly & Handicapped Bus 410-612-1620

Town Go-Round 410-612-1621

Board of Directors Email ecm2.bod@gmail.com



English Country Manor II Rules & Regulations

December 1, 2015

ENGLISH COUNTRY MANOR II

MEMORANDUM

To: All Unit Owners

From: JC Property Services, Inc.
Management for English Country Manor II

Subject: Rules and Regulations

Date: December 1, 2015

Please replace all previous versions and updates of the Rules and Regulations with this booklet as approved by the Board of Directors at their regularly scheduled meeting on October 21, 2015.

All previous changes to the Rules and Regulations have been consolidated into this document for ease of use. An advance copy was mailed to all owners for review prior to the meeting with notice that input was invited both before and during the meeting.

Please keep this information with your official condo documents.

I. GENERAL RULES

1. The sidewalks, paths, driveways, and other areas for ingress and egress to parking spaces, Units, and/or Common Elements shall not be obstructed or used for any purpose other than for ingress and egress from the parking spaces, Units, and/or Common Elements.
2. Unless specific portions of the Common Element are designated by the Board of Directors (Board) for such purpose, no portion of the Common Element shall be used for the storage or placement of furniture or any other article, including but not limited to, boxes, shopping carts, and the like.
3. No Unit Owner or occupant shall make or permit to be made any disturbing noise on the Common Elements or in any Unit by themselves, family, friends, tenants, employees, servants, or invitees; nor interfere with the rights, comfort, and convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play or allow to be played musical instruments, radio, TV, VCR, hi-fi, tape recorder, loud speaker, or the like if the same shall unreasonably disturb or annoy any other Unit Owner or occupant.
4. Unit Owners and occupants shall not be allowed to put their names in any entry or passageway, or other General Common Element except in the place designated for the same by the Board, or on the mailbox provided for the use of the Unit occupied by them. No hall shall be decorated or furnished by any Unit Owner or occupant that will obstruct access to units or in any manner which causes offense to other Unit Owners.
5. No rugs shall be beaten on the Common Elements, nor dust, rubbish, or litter be swept from the Unit onto any of the Common Elements. Unit Owners and occupants must deposit all rubbish or litter in the designated areas and receptacles provided for such purposes. Use of power washing equipment is prohibited on upper level units.
6. The outside closets shall not be used for any purpose other than that for which they were constructed. No Unit Owner is allowed to place anything in any common area closets without permission from the Board. No sweepings, rubbish, rags, newspapers, ashes or other substances shall be placed into the same. Any damage to the property of others, including the Common Elements, resulting from the misuse or neglect of such facilities, shall be paid for by the Owner of the Unit who caused the damage.

7. The repair of all damage to the Common Elements and the property of the Council of Unit Owners resulting from the moving and/or carrying of furniture and/or other articles therein, shall be paid for by the Unit Owner or the person responsible for said damage.
8. Nothing shall be thrown or emptied out of the windows, decks, balconies, patios, or doors of any Unit, or thrown from or emptied on the Common Elements, nor shall anything be hung from the outside of windows, balconies, or patios or placed outside of window sills of any Unit. Nothing shall be placed on the railings of upper level open balconies. Hanging of a wreath, seasonal decoration/flag or patriotic decoration/flag on a Unit door or deck is permitted.
9. No colored lights or light bulbs are to be displayed in any windows, on rear decks, on front or rear porches, or outside front door entrances, except during holiday seasons, in order to maintain consistency at all times.
10. No awning or windows guards shall be used and only window treatments with a white backing are permitted. No signs of any kind shall be placed on windows or the doors or other exterior surfaces or on patios, decks, or balconies, or on Common Elements.
11. The Unit Owners and/or occupants of the Units shall in general not act in a manner which unreasonably interferes with the rights, comfort, and convenience of the other Unit Owners or occupants. Household appliances such as washers, dryers, and vacuum cleaners shall not be operated between the hours of 11:00 pm and 8:00 am.
12. Unit Owners will observe the procedures established from time to time by the Board with respect to the disposal of garbage, rubbish, or refuse. Bulk trash items must be placed in the bulk trash depository on Chaucer Lane. The dumpsters and the bulk trash area are for use by residents only; contractors must haul away and dispose of refuse and construction materials.
13. No Unit Owner or any of their agents, servants, employees, licensees, or visitors shall at any time place into or keep in his or her furnace or outside storage rooms any flammable, volatile, combustible, or explosive fluid, material, chemicals or substances, even when for household use. In the interest of safety, nothing should be stored in the furnace room. It is not for storage.

14. No radio, TV antenna, or connection shall be installed or shall extend on the exterior of the Units. A satellite dish is allowed on decks and inside screened porches.
15. No Unit Owner or other occupant shall send any employee of the Property Management Company inside or outside of the property on any private business during the employee's scheduled hours. Note: Unit Owners are allowed to hire the maintenance person to do work for them outside of his regular scheduled hours.
16. No waterbeds, water furniture or hot tubs shall be allowed in the Units.
17. No part of the general or limited Common Elements shall be used for commercial activities of any kind, unless approved by the Board. This includes the operation of day-care centers or facilities, or private business from a garage, which is a limited Common Element.
18. No Unit shall be used as a temporary housing facility such as a motel, time-sharing, transient housing facility, or as a day-care facility or for commercial activities of any kind.
19. No smoking is allowed in hallways of buildings.
20. Unit Owners who rent their Unit(s) must have their tenant(s) read and sign a copy of the Rules and Regulations. A copy of the signed Rules and Regulations must be submitted to the Board of Directors with the lease. The tenant(s) must be given a copy of the Rules and Regulations with their lease. Unit Owners must be in accordance with the Bylaws, Article VII, Section 2.

II. CLOCKTOWER PARK

The Clocktower Park represents a sizeable investment by the ECM II Condominium. Its main purpose is to provide a place where friends meet to socialize or to take in its beauty and serenity. The pond is a 40,000 gallon pond that is two feet deep. The pond has a liner to hold the water. This liner is a single sheet of thin vinyl which can be easily punctured by objects thrown into the pond, such as rocks or chairs and is very expensive to repair or replace.

1. No person shall at any time, for any reason, enter the pond at the Clocktower Park, except by the express permission from the Board for maintenance purposes.
2. No person shall at any time, for any reason, throw anything into the pond at the Clocktower Park.
3. No person shall at any time, for any reason, walk or sit on the bluestones which edge the pond or place their feet or hands into the water.
4. No person shall at any time, for any reason, tamper with any electrical or mechanical device at the Clocktower Park, except by express permission from the Board for maintenance purposes.
5. No person shall perform any act tending to alter, deface, damage, or destroy the structure or landscaping at the Clocktower Park. This includes tables, umbrellas, chairs, flower beds, shrubbery, trees, water lilies, and bog plants.
6. No animal shall be allowed to swim in the pond.
7. Any expense incurred for repair due to violation of the Rules and Regulations by a Unit Owner or his/her guest will be the responsibility of that Unit Owner.
8. General use of the Clocktower Park shall extend to Unit Owners in good standing and their guests. For purpose of these general rules, anyone occupying a Unit other than the Owner shall be considered a guest of the Owner.
9. Unit Owners are responsible for their guests conduct. This includes the proper conduct of children while at the Park.
10. No loud or unusual noise, musical instruments, amplifiers, etc. that may disrupt others using the Park are allowed.

11. Unit Owners and guests are requested to keep facility clean. All refuse must be removed by the user.
12. No barbeque or other open fire is permitted at the Clocktower Park unless using the gas grill provided by the Board of Directors.
13. Requests for any "special activity" must be submitted in writing to and approved by the Board prior to use. Requests for any "special activity" must be made by a Unit Owner. Requests by guests or on behalf of guests will not be considered.
14. The deposit required for the Clocktower Park is determined by the Board of Directors on an annual basis. Unit Owners are responsible for cleanup immediately after the event. Unit Owners who request use of the Clocktower Park for a special activity must sign a written contract before using the facility.

III. MANOR HOUSE

The Manor House is shared by ECM I and ECM II Unit Owners. ECM I has a Manor House Committee, and has published their own set of rules which we generally follow here, except for several differences that apply to ECM II Unit Owners when a request for "special activities" has been made.

1. General use of the Manor House shall extend to ECM II Unit Owners in good standing and their guests. For the purpose of these rules, anyone occupying a Unit other than the Owner shall be considered a guest of the Owner.
2. ECM II Unit Owners are responsible for the actions and conduct of their guests and for any damage that occurs. Should a disturbance, misconduct, or other major problem occur which goes beyond control of the ECM II Unit Owner, the Unit Owner will contact the ECM I Property Management Company. Appropriate action will be taken to resolve the problem.
3. It is the responsibility of the Unit Owner to report any property damage to the ECM I Management Company within the same day.
4. When an ECM II Unit Owner desires to rent one or more area of the Manor House, they should contact the designated ECM I representative and follow established rental rules and rates.
5. No pets are allowed in the Manor House.
6. No smoking is permitted in any common areas of the Manor House., which includes the great room, media room, kitchen, bathrooms, exercise room, and hallways, per ECM I.
7. Excessively loud music or noise that would disturb Manor House Unit Owners is prohibited. No bands are permitted, and no music amplifiers are permitted without approval of ECM I.
8. When using the exercise room, ECM II Unit Owners shall comply with all posted rules.

IV. PETS

1. No dogs, cats, birds, reptiles, or other animals shall be permitted, kept, or harbored in the building, except as permitted in the By-Laws. In no event shall any dog, cat, bird, reptile, or other animal be permitted on any of the Common Elements of the building unless carried or on a leash. Notwithstanding the forgoing, any Unit Owner who is handicapped shall be permitted to maintain a service animal within his or her Unit and in any other Common Elements of the building and surround facilities.
2. This shall not prohibit the keeping of caged birds, dogs or cats, provided that they are not kept, bred, or maintained for commercial purposes, and provided that their keeping will not constitute such type of noxious or offensive activity as covered in Section 6(a) of Article VII in the By-Laws. Dogs may only be exercised in the areas designated by the Board. No animal shall be "tied up" outside of any Unit or on any Common Element or allowed to be unattended.
3. Any person walking or exercising a dog must carry and use such equipment that may be necessary to clean up any and all mess created by the animal(s). All dogs must be exercised on a standard leash and may not be allowed to relieve themselves on sidewalks, pavements, or streets. Pet owners are to do all that is possible to see that their pets do not relieve themselves on plants, flowers, shrubbery, trees, or courtyard areas.
4. Pets are not allowed to "run free" at any time. Pet owners are not to allow their pets to cause a nuisance by creating excessive noise (barking or otherwise) inside, outside, or on porches or solariums of any Unit.
5. Unit Owners with dogs or cats owe a special consideration to their neighbors and should practice due diligence to their neighbors' sensitivities.

V. PLANTS / SHRUBS / BUSHES / TREES

1. Unit Owners may place furniture and potted plants on patios, balconies and decks which are part of their Unit.
2. The planting of flowers, shrubs, bushes or trees in any of the Common Areas requires approval by the ECM II Board. Requests for plantings should be in writing and submitted to the Landscape Committee for approval because of in-ground cabling systems, etc. This is for your safety. Landscaping provided by Unit Owners around their own decks is permitted as long as it does not encroach on the outdoor space of their neighbors.
3. If a majority of the Unit Owners in a building agrees, hanging baskets or flowers may be hung on a trellis. This cost of these hanging baskets and other flower planting permitted beyond those planted by the Association landscaper will be borne by those Unit Owners desiring flowers. No more than three (3) baskets shall be hung on a trellis.
4. Under no circumstances will the Association landscaper be directed by a Unit Owner or group of Unit Owners.

VI. VEHICLES AND PARKING

1. The speed limit while on English Country Manor property is 15 MPH. There are no exceptions to this rule. All traffic signs are to be observed throughout the condominium complex at all times. One-way directions around the circle in front of the Manor House and on the Churchhill Road loop are there for safety and must be obeyed.
2. Unit Owners, their employees, vendors, agents, visitors, licensees, and guests shall obey the parking rules posted at the parking areas and other traffic rules promulgated in the future for the safety, comfort, and convenience of the Unit Owners. Double parking shall not be permitted, except in case of an emergency.
3. Parking spaces will be reserved for the handicapped pursuant to applicable law. Handicapped spaces will be properly marked by handicapped signs and will contain the handicap symbol.
4. Double parking, parking in front of garages, parking parallel to curbs and parking in front of dumpsters is prohibited.
5. Unit Owners shall not cause or permit the blowing of any horn from any vehicle in which their guests, family, tenants, invitees, or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the condominium, except as may be necessary for the safe operation of such vehicle. No vehicle belonging to a Unit Owner or other person shall be parked in any such manner as to impede or prevent ready access to any entrance or exit from the building by any other vehicle. Automobiles shall not be washed except in designated areas.
6. No junk vehicle, improperly licensed or any other vehicle on which current license plates are not displayed, trailers, commercial trucks/cars, motor homes, mobile homes, or boats shall be parked upon any Common Elements. All vehicles shall be properly licensed and insured. For purposes of this rule, commercial vehicles include those which carry ladders, logos, visible commercial grade tools, and/or construction materials and which are not larger than a van or pickup truck. Those may be parked in spaces designated by the Board for that purpose. Anything larger than a pickup truck or van shall not be parked on ECM II property outside of normal business hours.

7. Vehicles shall not be parked on the access roadway maintained for Harford County use between 304/306 and 300/302 Canterbury Road.
8. Repair or extraordinary maintenance of automobiles or other vehicles is not permitted upon any Common Elements.
9. Parking at the immediate front of each building is unassigned for Unit Owner parking, on a first-come first-serve basis. Also, Unit Owners with more than one (1) non-handicapped vehicle must park the additional vehicles(s) away from the front of the buildings in consideration of neighbors. Unit Owners shall notify their guests to park at other locations in consideration of their neighbors.
10. Parking spaces at the immediate front of each building are head-in parking only. No back-in parking.

VII. INFRACTION OF RULES/HEARINGS

Section 11-113 of the Annotated Code of Maryland provides a dispute settlement mechanism for the alleged violation of a rule set forth within these Rules and Regulations. The procedures that will be followed by the Board are given below for your information. The REC (Rules Enforcement Committee) consists of the Board as a whole.

1. Upon notice of a rule infraction of the Declaration, By-Laws or Rules, the Property Manager will notify the resident in writing that they are in violation of a rule. The REC (Rules Enforcement Committee) will be copied on all letters. The Board of Directors will permit the resident ten (10) days to abate the violation. The REC will monitor the violation to see if the violation is abated within ten (10) days.
2. If the resident fails to abate the violation within ten (10) days, the REC will direct the Property Manager to notify the resident by certified mail of a scheduled hearing where it will be determined if fines or sanctions should be imposed. The Property Management Company will assess the fines and sanctions as adopted by the Board.
3. A hearing shall be held by the Board in Executive Session, pursuant to the hearing notice given and shall afford the alleged violator a reasonable opportunity to be heard. The alleged violator has the right to present evidence and to present and cross-examine witnesses. Prior to any sanction becoming effective, proof of notice and the invitation to be heard as described above shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Director or Officers who delivered the notice. This proof of notice requirement shall be deemed satisfied if the alleged violator appears at the hearing meeting. The minutes of the hearing meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
4. Any sanction imposed will be determined by a majority vote of the Board in Executive Session.
5. A decision by the Board to impose a sanction pursuant to this procedure may be appealed to the Courts of the State of Maryland.

IMPORTANT NUMBERS

Property Management & Maintenance

J.C. Property Services, Inc.

410-557-8370

2741-C Fallston Road
Fallston, MD 21047
410-557-8370
lcpsi@verizon.net

After office hours: Call 410-557-8370. At the end of the message, you will be given a cell phone number to call for emergencies.

Medical and Fire Emergency

911

Bel Air Police Non-Emergency

410-638-4500

BGE Emergency

877-778-2222

Harford County Animal Control

410-638-3505
410-638-3120

Insured Handyman

Ken Illingworth

443-528-6561

Elderly & Handicapped Bus

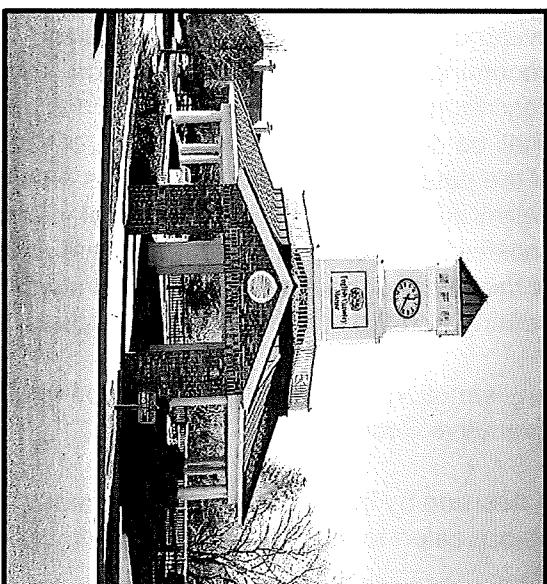
410-612-1620

Town Go-Round

410-612-1621

Board of Directors Email

ecm2.bod@gmail.com



English Country Manor II Rules & Regulations

December 1, 2015

ENGLISH COUNTRY MANOR II

MEMORANDUM

To: All Unit Owners

From: JC Property Services, Inc.
Management for English Country Manor II

Subject: Rules and Regulations

Date: December 1, 2015

Please replace all previous versions and updates of the Rules and Regulations with this booklet as approved by the Board of Directors at their regularly scheduled meeting on October 21, 2015.

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1. The sidewalks, paths, driveways, and other areas for ingress and egress to parking spaces, Units, and/or Common Elements shall not be obstructed or used for any purpose other than for ingress and egress from the parking spaces, Units, and/or Common Elements.
2. Unless specific portions of the Common Element are designated by the Board of Directors (Board) for such purpose, no portion of the Common Element shall be used for the storage or placement of furniture or any other article, including but not limited to, boxes, shopping carts, and the like.
3. No Unit Owner or occupant shall make or permit to be made any disturbing noise on the Common Elements or in any Unit by themselves, family, friends, tenants, employees, servants, or invitees; nor interfere with the rights, comfort, and convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play or allow to be played musical instruments, radio, TV, VCR, hi-fi, tape recorder, loud speaker, or the like if the same shall unreasonably disturb or annoy any other Unit Owner or occupant.
4. Unit Owners and occupants shall not be allowed to put their names in any entry or passageway, or other General Common Element except in the place designated for the same by the Board, or on the mailbox provided for the use of the Unit occupied by them. No hall shall be decorated or furnished by any Unit Owner or occupant that will obstruct access to units or in any manner which causes offense to other Unit Owners.
5. No rugs shall be beaten on the Common Elements, nor dust, rubbish, or litter be swept from the Unit onto any of the Common Elements. Unit Owners and occupants must deposit all rubbish or litter in the designated areas and receptacles provided for such purposes. Use of power washing equipment is prohibited on upper level units.
6. The outside closets shall not be used for any purpose other than that for which they were constructed. No Unit Owner is allowed to place anything in any common area closets without permission from the Board. No sweepings, rubbish, rags, newspapers, ashes or other substances shall be placed into the same. Any damage to the property of others, including the Common Elements, resulting from the misuse or neglect of such facilities, shall be paid for by the Owner of the Unit who caused the damage.

7. The repair of all damage to the Common Elements and the property of the Council of Unit Owners resulting from the moving and/or carrying of furniture and/or other articles therein, shall be paid for by the Unit Owner or the person responsible for said damage.
8. Nothing shall be thrown or emptied out of the windows, decks, balconies, patios, or doors of any Unit, or thrown from or emptied on the Common Elements, nor shall anything be hung from the outside of windows, balconies, or patios or placed outside of window sills of any Unit. Nothing shall be placed on the railings of upper level open balconies. Hanging of a wreath, seasonal decoration/flag or patriotic decoration/flag on a Unit door or deck is permitted.
9. No colored lights or light bulbs are to be displayed in any windows, on rear decks, on front or rear porches, or outside front door entrances, except during holiday seasons, in order to maintain consistency at all times.
10. No awning or windows guards shall be used and only window treatments with a white backing are permitted. No signs of any kind shall be placed on windows or the doors or other exterior surfaces or on patios, decks, or balconies, or on Common Elements.
11. The Unit Owners and/or occupants of the Units shall in general not act in a manner which unreasonably interferes with the rights, comfort, and convenience of the other Unit Owners or occupants. Household appliances such as washers, dryers, and vacuum cleaners shall not be operated between the hours of 11:00 pm and 8:00 am.
12. Unit Owners will observe the procedures established from time to time by the Board with respect to the disposal of garbage, rubbish, or refuse. Bulk trash items must be placed in the bulk trash depository on Chaucer Lane. The dumpsters and the bulk trash area are for use by residents only; contractors must haul away and dispose of refuse and construction materials.
13. No Unit Owner or any of their agents, servants, employees, licensees, or visitors shall at any time place into or keep in his or her furnace or outside storage rooms any flammable, volatile, combustible, or explosive fluid, material, chemicals or substances, even when for household use. In the interest of safety, nothing should be stored in the furnace room. It is not for storage.

14. No radio, TV antenna, or connection shall be installed or shall extend on the exterior of the Units. A satellite dish is allowed on decks and inside screened porches.
15. No Unit Owner or other occupant shall send any employee of the Property Management Company inside or outside of the property on any private business during the employee's scheduled hours. Note: Unit Owners are allowed to hire the maintenance person to do work for them outside of his regular scheduled hours.
16. No waterbeds, water furniture or hot tubs shall be allowed in the Units.
17. No part of the general or limited Common Elements shall be used for commercial activities of any kind, unless approved by the Board. This includes the operation of day-care centers or facilities, or private business from a garage, which is a limited Common Element.
18. No Unit shall be used as a temporary housing facility such as a motel, time-sharing, transient housing facility, or as a day-care facility or for commercial activities of any kind.
19. No smoking is allowed in hallways of buildings.
20. Unit Owners who rent their Unit(s) must have their tenant(s) read and sign a copy of the Rules and Regulations. A copy of the signed Rules and Regulations must be submitted to the Board of Directors with the lease. The tenant(s) must be given a copy of the Rules and Regulations with their lease. Unit Owners must be in accordance with the Bylaws, Article VII, Section 2.

II. CLOCKTOWER PARK

The Clocktower Park represents a sizeable investment by the ECM II Condominium. Its main purpose is to provide a place where friends meet to socialize or to take in its beauty and serenity. The pond is a 40,000 gallon pond that is two feet deep. The pond has a liner to hold the water. This liner is a single sheet of thin vinyl which can be easily punctured by objects thrown into the pond, such as rocks or chairs and is very expensive to repair or replace.

1. No person shall at any time, for any reason, enter the pond at the Clocktower Park, except by the express permission from the Board for maintenance purposes.
2. No person shall at any time, for any reason, throw anything into the pond at the Clocktower Park.
3. No person shall at any time, for any reason, walk or sit on the bluestones which edge the pond or place their feet or hands into the water.
4. No person shall at any time, for any reason, tamper with any electrical or mechanical device at the Clocktower Park, except by express permission from the Board for maintenance purposes.
5. No person shall perform any act tending to alter, deface, damage, or destroy the structure or landscaping at the Clocktower Park. This includes tables, umbrellas, chairs, flower beds, shrubbery, trees, water lilies, and bog plants.
6. No animal shall be allowed to swim in the pond.
7. Any expense incurred for repair due to violation of the Rules and Regulations by a Unit Owner or his/her guest will be the responsibility of that Unit Owner.
8. General use of the Clocktower Park shall extend to Unit Owners in good standing and their guests. For purpose of these general rules, anyone occupying a Unit other than the Owner shall be considered a guest of the Owner.
9. Unit Owners are responsible for their guests conduct. This includes the proper conduct of children while at the Park.
10. No loud or unusual noise, musical instruments, amplifiers, etc. that may disrupt others using the Park are allowed.

11. Unit Owners and guests are requested to keep facility clean. All refuse must be removed by the user.
12. No barbeque or other open fire is permitted at the Clocktower Park unless using the gas grill provided by the Board of Directors.
13. Requests for any "special activity" must be submitted in writing to and approved by the Board prior to use. Requests for any "special activity" must be made by a Unit Owner. Requests by guests or on behalf of guests will not be considered.
14. The deposit required for the Clocktower Park is determined by the Board of Directors on an annual basis. Unit Owners are responsible for cleanup immediately after the event. Unit Owners who request use of the Clocktower Park for a special activity must sign a written contract before using the facility.

III. MANOR HOUSE

The Manor House is shared by ECM I and ECM II Unit Owners. ECM I has a Manor House Committee, and has published their own set of rules which we generally follow here, except for several differences that apply to ECM II Unit Owners when a request for "special activities" has been made.

1. General use of the Manor House shall extend to ECM II Unit Owners in good standing and their guests. For the purpose of these rules, anyone occupying a Unit other than the Owner shall be considered a guest of the Owner.
2. ECM II Unit Owners are responsible for the actions and conduct of their guests and for any damage that occurs. Should a disturbance, misconduct, or other major problem occur which goes beyond control of the ECM II Unit Owner, the Unit Owner will contact the ECM I Property Management Company. Appropriate action will be taken to resolve the problem.
3. It is the responsibility of the Unit Owner to report any property damage to the ECM I Management Company within the same day.
4. When an ECM II Unit Owner desires to rent one or more area of the Manor House, they should contact the designated ECM I representative and follow established rental rules and rates.
5. No pets are allowed in the Manor House.
6. No smoking is permitted in any common areas of the Manor House., which includes the great room, media room, kitchen, bathrooms, exercise room, and hallways, per ECM I.
7. Excessively loud music or noise that would disturb Manor House Unit Owners is prohibited. No bands are permitted, and no music amplifiers are permitted without approval of ECM I.
8. When using the exercise room, ECM II Unit Owners shall comply with all posted rules.

IV. PETS

1. No dogs, cats, birds, reptiles, or other animals shall be permitted, kept, or harbored in the building, except as permitted in the By-Laws. In no event shall any dog, cat, bird, reptile, or other animal be permitted on any of the Common Elements of the building unless carried or on a leash. Notwithstanding the forgoing, any Unit Owner who is handicapped shall be permitted to maintain a service animal within his or her Unit and in any other Common Elements of the building and surround facilities.
2. This shall not prohibit the keeping of caged birds, dogs or cats, provided that they are not kept, bred, or maintained for commercial purposes, and provided that their keeping will not constitute such type of noxious or offensive activity as covered in Section 6(a) of Article VII in the By-Laws. Dogs may only be exercised in the areas designated by the Board. No animal shall be "tied up" outside of any Unit or on any Common Element or allowed to be unattended.
3. Any person walking or exercising a dog must carry and use such equipment that may be necessary to clean up any and all mess created by the animal(s). All dogs must be exercised on a standard leash and may not be allowed to relieve themselves on sidewalks, pavements, or streets. Pet owners are to do all that is possible to see that their pets do not relieve themselves on plants, flowers, shrubbery, trees, or courtyard areas.
4. Pets are not allowed to "run free" at any time. Pet owners are not to allow their pets to cause a nuisance by creating excessive noise (barking or otherwise) inside, outside, or on porches or solariums of any Unit.
5. Unit Owners with dogs or cats owe a special consideration to their neighbors and should practice due diligence to their neighbors' sensitivities.

V. PLANTS / SHRUBS / BUSHES / TREES

1. Unit Owners may place furniture and potted plants on patios, balconies and decks which are part of their Unit.
2. The planting of flowers, shrubs, bushes or trees in any of the Common Areas requires approval by the ECM II Board. Requests for plantings should be in writing and submitted to the Landscape Committee for approval because of in-ground cabling systems, etc. This is for your safety. Landscaping provided by Unit Owners around their own decks is permitted as long as it does not encroach on the outdoor space of their neighbors.
3. If a majority of the Unit Owners in a building agrees, hanging baskets or flowers may be hung on a trellis. This cost of these hanging baskets and other flower planting permitted beyond those planted by the Association landscaper will be borne by those Unit Owners desiring flowers. No more than three (3) baskets shall be hung on a trellis.
4. Under no circumstances will the Association landscaper be directed by a Unit Owner or group of Unit Owners.

VI. VEHICLES AND PARKING

1. The speed limit while on English Country Manor property is 15 MPH. There are no exceptions to this rule. All traffic signs are to be observed throughout the condominium complex at all times. One-way directions around the circle in front of the Manor House and on the Churchhill Road loop are there for safety and must be obeyed.
2. Unit Owners, their employees, vendors, agents, visitors, licensees, and guests shall obey the parking rules posted at the parking areas and other traffic rules promulgated in the future for the safety, comfort, and convenience of the Unit Owners. Double parking shall not be permitted, except in case of an emergency.
3. Parking spaces will be reserved for the handicapped pursuant to applicable law. Handicapped spaces will be properly marked by handicapped signs and will contain the handicap symbol.
4. Double parking, parking in front of garages, parking parallel to curbs and parking in front of dumpsters is prohibited.
5. Unit Owners shall not cause or permit the blowing of any horn from any vehicle in which their guests, family, tenants, invitees, or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the condominium, except as may be necessary for the safe operation of such vehicle. No vehicle belonging to a Unit Owner or other person shall be parked in any such manner as to impede or prevent ready access to any entrance or exit from the building by any other vehicle. Automobiles shall not be washed except in designated areas.
6. No junk vehicle, improperly licensed or any other vehicle on which current license plates are not displayed, trailers, commercial trucks/cars, motor homes, mobile homes, or boats shall be parked upon any Common Elements. All vehicles shall be properly licensed and insured. For purposes of this rule, commercial vehicles include those which carry ladders, logos, visible commercial grade tools, and/or construction materials and which are not larger than a van or pickup truck. Those may be parked in spaces designated by the Board for that purpose. Anything larger than a pickup truck or van shall not be parked on ECM II property outside of normal business hours.

7. Vehicles shall not be parked on the access roadway maintained for Harford County use between 304/306 and 300/302 Canterbury Road.
8. Repair or extraordinary maintenance of automobiles or other vehicles is not permitted upon any Common Elements.
9. Parking at the immediate front of each building is unassigned for Unit Owner parking, on a first-come first-serve basis. Also, Unit Owners with more than one (1) non-handicapped vehicle must park the additional vehicles(s) away from the front of the buildings in consideration of neighbors. Unit Owners shall notify their guests to park at other locations in consideration of their neighbors.
10. Parking spaces at the immediate front of each building are head-in parking only. No back-in parking.

VII. INFRACTION OF RULES/HEARINGS

Section 11-113 of the Annotated Code of Maryland provides a dispute settlement mechanism for the alleged violation of a rule set forth within these Rules and Regulations. The procedures that will be followed by the Board are given below for your information. The REC (Rules Enforcement Committee) consists of the Board as a whole.

1. Upon notice of a rule infraction of the Declaration, By-Laws or Rules, the Property Manager will notify the resident in writing that they are in violation of a rule. The REC (Rules Enforcement Committee) will be copied on all letters. The Board of Directors will permit the resident ten (10) days to abate the violation. The REC will monitor the violation to see if the violation is abated within ten (10) days.
2. If the resident fails to abate the violation within ten (10) days, the REC will direct the Property Manager to notify the resident by certified mail of a scheduled hearing where it will be determined if fines or sanctions should be imposed. The Property Management Company will assess the fines and sanctions as adopted by the Board.
3. A hearing shall be held by the Board in Executive Session, pursuant to the hearing notice given and shall afford the alleged violator a reasonable opportunity to be heard. The alleged violator has the right to present evidence and to present and cross-examine witnesses. Prior to any sanction becoming effective, proof of notice and the invitation to be heard as described above shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Director or Officers who delivered the notice. This proof of notice requirement shall be deemed satisfied if the alleged violator appears at the hearing meeting. The minutes of the hearing meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
4. Any sanction imposed will be determined by a majority vote of the Board in Executive Session.
5. A decision by the Board to impose a sanction pursuant to this procedure may be appealed to the Courts of the State of Maryland.

Council of Unit Owners of English Country Manor II Condominium

Temporary Coupon





English Country Manor II Condominium

Temporary Coupon

Please refer to the resale disclosure certificate for monthly assessment amount

PAYMENT IS DUE – First day of each month

THE MAILING ADDRESS FOR THIS PAYMENT IS AS FOLLOWS:

**English Country Manor II Condominium
c/o WPM Real Estate Management
11433 Cronridge Drive
Owings Mills, MD 21117**



PLEASE TEAR-OFF AND RETURN WITH PAYMENT

COUPON

AMOUNT ENCLOSED: _____

NAME: _____

UNIT ADDRESS: _____

HOME PHONE: _____

WORK PHONE: _____

CELL PHONE: _____

EMAIL: _____

