

Courthaven Condominium Council of Unit Owners

Budget



Courthaven Condominium Council of Unit Owners.

2022 Annual Budget

2022

Income

Income

41000 - Association Fees	172,010.00
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Total Income	172,010.00
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Total Income	172,010.00
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Expense

Administrative

50300 - Legal	2,000.00
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50350 - Tax Return/Audit	1,550.00
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51050 - Management Fee	20,013.27
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51150 - Office Expense	500.00
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51550 - Postage	550.00
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Total Administrative	24,613.27
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Utilities

55000 - Electric	2,500.00
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56300 - Trash Removal	7,500.00
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56305 - Bulk Trash Removal	3,000.00
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56440 - Oil	20,000.00
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56500 - Water and Sewer	6,000.00
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Total Utilities	39,000.00
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Grounds

60400 - Landscape Contract	6,075.00
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62850 - Snow Removal	8,500.00
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Total Grounds	14,575.00
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Buildings

65250 - Janitorial Services	7,540.00
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66350 - Fire Extinguisher Maintenance	350.00
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66950 - Repairs Electric	500.00
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67000 - Repairs Plumbing	7,500.00
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67050 - Repairs & Maintenance Interior	15,000.00
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67100 - Repairs & Maintenance Exterior	13,500.00
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67625 - Repairs-Roof & Patio	5,000.00
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67850 - Extermination	1,000.00
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Total Buildings	50,390.00
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Insurance & Tax

80000 - Insurance	16,527.00
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80050 - Insurance Claim	10,000.00
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Total Insurance & Tax	26,527.00
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Reserve Contributions

97000 - Reserve Contribution	16,904.73
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Total Reserve Contributions	16,904.73
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Total Expense	172,010.00
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Courthaven Condominium Council of Unit Owners

Bylaws



BY-LAWS

COURTHAVEN CONDOMINIUMS

ARTICLE I

Name and Address

Section 1. Name and Location. The name of the condominium is Courthaven Condominiums. Its principal office is located at 8617 Keller Avenue, Stevenson, Maryland 21153, which is also the mailing address of the Council of Unit Owners.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein means that certain Declaration made the 13 day of September, 1979, by Courthaven Associates, a general partnership, pursuant to Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, by which certain described property including land, is submitted to a Condominium Regime and which Declaration is recorded among the Land Records of Baltimore County, Maryland, immediately prior hereto and to which these By-Laws are appended.

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

ARTICLE III

Ownership

Section 1. Owners. Every person, group of persons, corporations, or other legal entity, or any combination thereof, which owns a condominium unit within the condominium shall be a member of the Council of Unit Owners, hereinafter called the "Council", which shall be unincorporated as provided for in Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, provided however, that any person,

group of persons, corporation, or other legal entity, any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an owner.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium; the affairs of the Condominium shall be governed by a Board of Directors elected by the said Counsel of Unit Owners as hereinafter provided. The term "Condominium" as used herein shall include the land, as well as the improvements thereon. 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, as amended, pertaining to the government of regular business corporations, shall be considered as governing to the extent not inconsistent with the provisions of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, the Declaration and these By-Laws.

ARTICLE IV

Meeting of Owners

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

Section 2. Annual Meetings. The first annual meeting of the Council of the Condominium shall be held within one hundred twenty (120) days after fifty percent (50%) of the units in the Condominium have been sold and title to the same has been conveyed, or on the 31st day of December, 1980, whichever shall first occur. Thereafter, the annual meeting of the Council of the Condominium shall be held on the first Sunday in April of each succeeding year. At such meeting there shall be elected by ballot of the Unit Owners, a Board of Directors in accordance with the requirements of Section 1 of Article V of these By-Laws. The Council may also transact such other business of the Condominium as may properly come before them.

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Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board of Directors or upon a petition signed by Unit Co-Owners representing at least twenty-five percent (25%) of the total votes of the Condominium having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of seventy-five (75%) percent of the Unit Owners present, either in person or by proxy.

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Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at his address as it appears on the Ownership Book of the Condominium, or if no such address appears, at his last known place of address, at least fifteen (15) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the Unit Owner at his condominium unit or last known address. Notice by either such method shall be considered as notice served. Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by him of the time, place and purpose thereof.

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Section 5. Quorum. At any meeting of the Council of Unit Owners, the presence in person or by proxy of a majority of Unit Owners at such meeting shall be necessary and sufficient to constitute a quorum for the election of Directors or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been completed. In the absence of a quorum, the Unit Owners who shall be present in person or by proxy at any meeting (or adjournment) may, by vote of a majority of such Unit Owners, adjourn the meeting from time to time, but not for a period of over thirty days at any one time, by announcement at the meeting, until a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. Voting. At every meeting of the Council, each of the Unit Owners shall have the right to cast one vote for each unit which he owns on each question. The votes established in Article IV of the Declaration shall be applicable to voting rights. The vote of the Unit Owners representing fifty-one percent (51%) of the total votes of the Condominium in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No Unit Owner shall be eligible to vote or to be elected to the Board of Directors against whom the Council has recorded a statement of Condominium Lien on his unit and the amount necessary to release the Lien has not been paid at the time of the meeting.

Section 7. Veto Power of Developer. Up to and including the time when Developer has sold and conveyed off 87.5% of all units in the Condominium it shall have a right to veto any action taken by the Council, the Board of Directors, and any officers, employees or agents of the Condominium.

Section 8. Proxies. A Unit Owner may appoint any other Unit Owner, the Developer (as defined in the Declaration), mortgagee, lessee or Management Agent as his proxy. In no case may any Unit Owner, except for the Developer or the Management Agent, cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary before the appointed time of each meeting. The Proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee. It may be revoked sooner by a written notice of revocation filed with the Secretary or by the death of the Unit Owner.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by the Board of Directors composed of at least three (3) persons who shall be elected at the first meeting of Unit Owners by a majority vote.

of Unit Owners. Their term of office shall be a period of one (1) year or until their successors have been elected at subsequent annual meetings. Until the election of the first Board of Directors, the affairs of the Condominium shall be governed by the Developer.

Section 2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Council. The powers and duties of the Board of Directors shall include but not be limited to the following:

(a) The care, upkeep and surveillance of the Condominium and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(b) The establishment of and provision for the collection of assessments from the Unit Owners and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) The designation, hiring and/or dismissal of the personnel necessary for the good working order of the Condominium and for the proper care of the general or limited common elements and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) The promulgation and enforcement of such rules and regulations, and such restrictions on, or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the project, and the use of the general and limited common elements, as are designated, to prevent unreasonable interference with the use and occupancy of the Condominium and of the general and limited common elements by the Unit Owners, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 3. Management Agent. The Board of Directors may 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 necessarily limited to the duties set out in subsections (a) through (d) of Section 2 of this Article.

Section 4. Vacancies. Vacancies in 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 to serve out the unexpired portion of the term.

Section 5. 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 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 4 of this Article.

Section 6. Compensation. No compensation shall be paid to Directors for their services as Directors.

Section 7. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a

majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) day notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 10. Waiver of Notice. Before, or at, any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Condominium handling or responsible for Council or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Condominium.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The officers, other than the President of the Council need not be Unit Owners. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

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

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

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or

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unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council; he shall have charge of the "Ownership", "Mortgagees" and such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incidental to the office of Secretary including counting the votes at meetings of the Council.

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

Section 8. Compensation. The Board of Directors shall have the power to fix the compensation, if any, for all officers of the Council, with the approval of the Council.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Council of Unit Owners of the Condominium may indemnify every officer and Director of the Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council to which he may be made a party by reason of being or having been, an officer or Director of the Council, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Council shall not be liable to the Unit Owners for any

mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Council shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council or the Condominium project, except to the extent that such officers or Directors may also be Unit Owners, and the Council shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Council, or former officer or Director of the Council may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council. 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 of this Council 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 of Directors, or any committee thereof, which authorizes or approves the contract or 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:

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

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

(c) The contract or transaction is commercially reasonable to the

Council at the time it is authorized, ratified, approved or executed.

Common or Interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors, or committee thereof, which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Management

Section 1. Management and Common Expenses. The Council shall manage, operate and maintain the Condominium project and, for the benefit of the Condominium units and the Unit Owners thereof, shall enforce the provisions hereof and may pay out of the common expense fund, herein elsewhere provided for, the following, which itemization shall not act as a limitation on the Council;

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

(b) The cost of fire and extended liability Insurance on the Condominium and the cost of such other insurance as the Council may effect.

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

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

(e) The cost of painting, maintaining, replacing, repairing and landscaping the general and limited common elements and such furnishings and equipment for the general and limited common elements as the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council to

paint, repair, or otherwise maintain the interior of any unit or any fixtures or equipment located therein.

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

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

(h) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the general or limited common elements rather than the interest of the Unit Owner of any individual condominium unit.

Section 2. Management Agent. The Council may delegate any of its duties, powers or functions to a Management Agent, provided that such delegation shall be revocable upon three (3) months written notice. The Council and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council, if any, the Unit Owner of any unit shall at his own expense, maintain the interior of his unit and any and all equipment, appliances or fixtures therein situated and its other appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his unit and such appurtenances. In addition to the foregoing, the Unit Owner of any unit shall at his own expense, maintain, repair or replace any plumbing fixtures, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, disposals, ranges and/or other equipment that may be in, or appurtenant to such condominium unit.

Section 4. Right of Entry. Each Unit Owner shall and does hereby grant right of entry to any person authorized by the Board of Directors or the Council in case of any emergency originating in, or threatening, his unit, whether the Unit Owner is present at the time or not.

Section 5. Easements for Utilities and Related Purposes. The Condominium through its Board of Directors, is authorized and empowered to grant, and shall from time to time grant, such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium Regime, as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the general and limited common elements or for the preservation of the health, safety, convenience and/or welfare of the Unit Owners or the Developer.

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

ARTICLE IX

Condominium Fees/Assessments

Section 1. Annual Condominium Fees/Assessments (hereinafter called "Assessments"). Each Unit Owner shall pay to the Council, a monthly sum equal to one-twelfth (1/12) of the Unit Owner's proportionate share (as indicated in the Declaration) of the annual Condominium expenses, including but in no way limited to the following:

- (a) The costs of all operating expenses of the Condominium and services furnished, including charges by the Council for facilities and services furnished by it; and
- (b) The cost of necessary management and administration, including fees paid to any Management Agent; and
- (c) The amount of all taxes and assessments levied against the Council or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) The cost of fire and extended liability insurance on the property and the cost of such other insurance as the Council may effect; and

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

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

(g) The estimated cost of repairs, maintenance and replacements of the Condominium including general and limited common elements, to be made by the Council.

(h) The cost of all operating expenses, repairs, maintenance and replacements for roads, curbs and walkways.

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

The Board of Directors of the Council 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 and shall be open to inspection by any Unit Owner upon reasonable notice to the Board. 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.

Section 2. Special Assessments. In addition to the regular assessment authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the property including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the owners representing two-thirds (2/3) of the total votes of the Condominium. A meeting of the Unit Owners shall be duly called for this purpose, written notice of which shall be sent to all owners at least fifteen (15) days, but not more than forty-five (45) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserve for Replacements. The Council shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Council of Unit Owners. 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. 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 reserve for replacements may be reduced, by appropriate resolution of the Board of Directors, upon the accumulation in such reserve for replacements of a sum equal to twenty percent (20%) of the full replacement value of the Condominium Regime as such full replacement value is annually determined by the Board of Directors for casualty insurance purposes.

The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the unit to which it appertains, and shall be deemed to be transferred with such unit.

Section 4. Non-Payment of Assessment.

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

(b) All assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the units on which they are assessed, if a statement of lien is recorded within two years after the date the assessment becomes due. The lien shall be effective against a unit from and after the time a statement of condominium lien is recorded among the Land Records of the County where the unit is located, stating the description of the unit, the name of the record owner, the amount due and the period for which the assessment was due. The statement of condominium lien shall be signed and verified by an officer or agent of the Council of Unit Owners as specified in the By-Laws and then may be recorded. On full payment of the assessment for which the lien is claimed the Unit Owner shall be entitled to a recordable satisfaction of the lien.

(c) Any assessment, or installment thereof, not paid when due shall bear interest, from the date when due until paid at the rate not exceeding eight (8%) percent per annum.

(d) The Council shall notify the holder of the first mortgage on any unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of thirty (30) days, and in any other case,

where the Unit Owner is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 5. Assessment Certificates. The Council shall, upon demand, at any time furnish to any Unit Owner liable for any assessment levied pursuant to the By-Laws (or any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Council for each certificate so delivered.

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

Section 7. Enforcement. The lien may be enforced and foreclosed by the Council of Unit Owners, or any other person specified in the By-Laws, in the same manner, and subject to the same requirements, as the foreclosure of mortgages or deeds of trusts on real property in the state containing a power of sale, or an assent to a decree. 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 condominium lien. No action may be brought to foreclose the lien except after ten days' written notice to Unit Owner given by Registered Mail - Return Receipt Requested, to the address of the Unit Owner shown on the books of the Council of Unit Owners.

Section 8. Subordination and Mortgagee Protection.

(a) Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any unit in

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

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

Section 9. No Declaration in Trust. Nothing herein shall be construed as a Declaration in Trust for the enforcement of the lien above provided for.

Section 10. Definition. As used herein the term "mortgage" shall include deed of trust and the term "Holder" or "Mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

Section 11. Foreclosure of Assessment Lien. Foreclosure of the assessment lien shall not take place until after the mortgagee of that unit is notified pursuant to Section 4 of this Article and the said mortgagee is given fifteen (15) days to obtain compliance by the Unit Owner with the assessment requirements herein before stated.

ARTICLE X

Use Restrictions

Section 1. Residential Use. All units shall be used for residential purposes exclusively except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time. Nothing in this

Section, or herein elsewhere, shall be construed to prohibit the Developer from using units which Developer owns for promotional or display purposes as a "Model Unit" or from leasing any unit or units which Developer owns.

Section 2. 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 subsection shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a mortgagee in lieu of foreclosure.

Section 3. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the 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. Vehicular parking upon general common elements may be regulated by 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) No structural alteration, construction, addition or removal

of any unit or general or limited common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(e) The maintenance, keeping, board[ing], and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any unit, or upon any common elements, except that this shall not prohibit the keeping of one dog or cat, not to exceed fifteen (15) pounds, as a domestic pet; provided that they are not kept, bred or maintained for commercial purposes; and provided further that the keeping of such dog or cat will not constitute such type of noxious or offensive activity as covered in subsection (a) of this Section. All dogs must be kept inside their respective Unit Owner's unit and may be walked on the common elements, only on a leash.

ANIMALS

(f) Except for such signs as may be posted by the Developer for promotional purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any unit or the general or limited common elements; provided, however that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in or from any unit placed upon the market for sale or rent. The provisions of this subsection shall not be applicable to the holder of any Deed of Trust or mortgage in the process of enforcing his lien by foreclosure.

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

CARS

(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 by the Developer for display, promotional or sales purposes.

(i) No burning of any trash, and no reasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted within any unit or upon any general or

limited common elements. Trash and garbage containers shall not be permitted to remain in public view, except within the rear exclusive use easements hereafter provided for.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any of the general or limited common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any of the general or limited common elements at any time.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any unit or upon any general or limited common elements without the prior written consent of the Board of Directors.

(l) Decks, porches, patios and platforms shall be maintained in a neat, safe and orderly manner; and no items or material shall be hung over the deck railing, or on the outer side of said deck without the written approval of the Board of Directors.

(m) The balcony or patio of each unit may be equipped with an awning for protection from the elements. All awnings must be approved by the Board of Directors.

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

(o) Outdoor cooking is strictly prohibited on any of the general or limited common elements, except as may be permitted by law and by the Council of Unit Owners.

(p) Use of Common Elements. Except as herein provided, no Unit Owner or group of Owners shall build, plant or maintain any matter or thing upon, over or under the common elements, except with the express permission of the Board of Directors, first obtained in writing, nor shall any Unit Owner place trash, garbage, excess material of any kind on or about the com-

mon elements, nor burn, chop or cut anything on, over or above the common elements, except in locations designated by the Board.

(q) The method of trash collection shall be established by the Council of Unit Owners subject to the approval of Baltimore County, Maryland.

(r) There shall be no violation of any rules for the use of the general or limited common elements which may from time to time be adopted by the Board of Directors and promulgated among the Unit Owners by said Board in writing; and the Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules.

ARTICLE XI

Insurance

Section 1. Insurance. The Board of Directors may obtain and maintain, to the extent reasonably available, at least the following, except with respect to paragraph (a) of this Section 1 which shall be mandatory, to the extent reasonably available;

(a) Public liability insurance with a "Severability of Interest" endorsement in such amounts and in such forms as may be considered appropriate by the Board of Directors including, but not limited to, water damage, legal liability, liability for property of others, and any and all other liability incident to the ownership and/or use of the Condominium Regime or any portion thereof. Notice is hereby given that such public liability insurance has been arranged by the Developer effective as of the date of recordation hereof; and

(b) Workmen's Compensation Insurance to the extent necessary to comply with any applicable law; and

(c) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 13 of Article V of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the Condominium Regime is located and holding a rating of "AAA +" or better in the current edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors, as a trustee for the Unit Owners, or its authorized representative, including any trustee with which the Council may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee".

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any Unit Owner, and/or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(e) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the units.

(f) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect, to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors

(or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Council may be a party, these By-Laws or the provisions of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended.

(g) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council, the Board of Directors, the Unit Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

Section 3. Endorsements, etc. The Board of Directors, at the request of any Unit Owner or at the request of the mortgagee of any unit, shall promptly obtain and forward to such Unit Owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such Unit Owner or mortgagee as it may appear; and (b) certificates of insurance relating to any such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

ARTICLE XII

Casualty Damage - Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage or destruction by fire or other casualty the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged general and limited common elements shall be accomplished promptly by the Council as a Common Expense; and the repair or reconstruction of any unit shall be accomplished promptly by the Council at the expense of the Unit Owner of the affected unit. The ratable share of the expense of such repairs or reconstruction may be assessed, and the lien for the same

shall have all the priorities provided for in Article IX of these By-Laws.

Section 3. Restoration Not Required. In the event more than two-thirds (2/3) of the entire property is substantially damaged or destroyed by fire or other casualty, and all Unit Owners of the Condominium Regime do not, within sixty (60) days of said damage or destruction, resolve to proceed with repair or reconstruction, then, and in that event, the Condominium Regime shall be deemed to be owned in common by the Unit Owners of all of the units in the same proportions as that previously established for ownership or appurtenant undivided interests in the general and limited common elements, and the condominium project shall be subject to an action for partition at the suit of the Unit Owner of any unit, or the holder of any lien thereon, in which event, the net proceeds of sale, together with the net proceeds of any insurance paid to the Council of its Unit Owner in common, shall be considered as one fund, and shall be divided among the Unit Owners of all the units in the same proportion as that previously established for ownership of appurtenant undivided interests in the general and limited common elements after first paying out of the share of the Unit Owner of any unit, to the extent such share is sufficient for the purpose, all liens upon said unit.

ARTICLE XIII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year, except that the first fiscal year of the Council shall begin at the date of the recording of the Declaration, By-Laws and Condominium Plat. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the condominium project 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 audited by an Independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Council shall furnish the Unit Owner with an annual financial statement, including the income and disbursements of the Council.

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

ARTICLE XIV

Amendment

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Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing seventy-five (75%) percent of the total votes of the Condominium, at any meeting of the Unit Owners duly called for such purpose in accordance with the provisions of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, effective only upon the recordation among the Land Records of Baltimore County, Maryland, of an amendment to these By-Laws setting forth such amendments to these By-Laws and the applicable provisions of the statute aforesaid; and only after thirty (30) days prior written notice to the institutional holders of all first mortgages on the units in the Condominium. Amendments may be proposed by the Board of Directors or by petition signed by Unit Owners representing at least thirty (30%) percent of the total votes of the Condominium. A description of any proposed amendment shall accompany the notice of any regular or special

meeting at which such proposed amendment is to be voted upon. Any amendment pursuant hereto shall be subject to the approval of Baltimore County, Maryland.

ARTICLE XV

Notice to Council

Section 1. Ownership Book. The Council shall maintain a current roster of names and addresses of each Unit Owner to which notice of meetings of the Council shall be sent and each Unit Owner shall furnish the Council with this information. No Unit Owner may vote at meetings of the Council until this information is furnished.

Section 2. Mortgages. A Unit Owner who mortgages his unit shall notify the President of the Board of Directors of the name and address of his mortgagee; and the Council shall maintain such information in a book entitled "Mortgagees of Units".

ARTICLE XVI

Mortgagees

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

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

Section 3. Notice of Meetings. All mortgagees shall have the right to notification of and attendance at all general and special meetings of the Council and shall be permitted to express any views at such meetings as they may wish to convey to the Council.

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

Section 5. Fire Damage. The Board of Directors shall notify all mortgagees in the event that any unit suffers fire damage in excess of One Thousand (\$1,000.00) Dollars or damage to the common elements in excess of Ten Thousand (\$10,000.00) Dollars.

ARTICLE XVII

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. 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 these By-Laws and Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, the provisions of statute control.

Section 3. Resident Agent. Horton W. Feldman, 8617 Keller Avenue, Stevenson, Maryland, a resident of Baltimore County, Maryland, shall be designated as the person authorized to accept service of process in any action relating to the Condominium Regime or to general or limited common elements, as authorized under Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended. 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.

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. The captions contained in these By-Laws are for convenience only, and are not a 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 requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, Courthaven Associates has executed these By-Laws for the purpose contained therein, this day of , 1979.

ATTEST:

COURTHAVEN ASSOCIATES

By: _____ (SEAL)

MORTON W. FELDMAN

STATE OF MARYLAND,

COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this day of , 1979, before me, the subscriber, a Notary Public of the State and County afore-said, personally appeared Morton W. Feldman, who acknowledged himself to be a general partner of Courthaven Associates, a general partnership, and that he, as such partner, being authorized so to do, executed the foregoing Condominium By-Laws for the purposes therein contained, by signing the name of the partnership by himself as general partner.

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

NOTARY PUBLIC

Courthaven Condominium Council of Unit Owners

CC&Rs/Declaration



CORPORATE CHARTER APPROVAL SHEET

**** EXPEDITED SERVICE ****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 02 BUSINESS CODE 04

Close _____ Stock _____ Nonstock ☒

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____



1000361991542485

ID # D10711331 ACK # 1000361991542485
LIBER: B00821 FOLIO: 0801 PAGES: 0002
COURTHAVEN CONDOMINIUM COUNCIL OF UNIT OWNERS

06/27/2005 AT 11:29 A WO # 0001076149

New Name _____

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: 20

Expedite Fee: _____

Penalty: _____

State Recordation Tax: _____

State Transfer Tax: _____

1 Certified Copies _____

Certificates _____

Certificate of Status Fee: _____

Personal Property Filings: _____

Other: _____

TOTAL FEES: 211

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

Adoption of Assumed Name _____

Other Change(s) _____

Credit Card _____ Check ☒ Cash _____

Documents on _____ Checks _____

Approved By: 2

Keyed By: _____

COMMENT(S): _____

Code _____

Attention: President Roscoe Battle

Mail to Address:

3926 N. Rolling Rd

Pikesville, Md. 21208

CUST ID: 0001633111
WORK ORDER: 0001076149
DATE: 06-27-2005 11:29 AM
AMT. PAID: \$211.00

DB

ARTICLES OF INCORPORATION FOR A NONSTOCK CORPORATION

FIRST: The undersigned Roscoe Battle

whose address is 3926 N Rolling Rd #10 Baltimore, MD 21208,
being at least eighteen years of age, do(es) hereby form a corporation under the laws of the State of Maryland.

SECOND: The name of the corporation is Courthaven Condominium Council of Unit Owners

THIRD: The purposes for which the corporation is formed are as follows: Homeowners Association

FOURTH: The street address of the principal office of the corporation in Maryland is c/o Courthaven Condo INC
3926 N. Rolling Rd, Pikesville, Md. 21208

FIFTH: The name of the resident agent of the corporation in Maryland is Roscoe Battle
Site Realty Group

whose address is 3926 N. Rolling Rd Pikesville Md. 21208
8 Reservoir Circle Suite 105 Baltimore, MD 21208

SIXTH: The corporation has no authority to issue capital stock.

SEVENTH: The number of directors of the corporation shall be four which number may be increased or decreased pursuant to the bylaws of the corporation. The name(s) of the director(s) who shall act until the first meeting or until their successors are duly chosen and qualified is/are Roscoe Battle

EIGHTH:

IN WITNESS WHEREOF, I have signed these articles and acknowledge the same to be my act.

I hereby consent to my designation in this document as resident agent for this corporation.

SIGNATURE(S) OF INCORPORATOR(S):

SIGNATURE OF RESIDENT AGENT LISTED IN FIFTH:

Filing party's return address:

c/o Site Realty Group, Agent
8 Reservoir Circle Ste 105
Baltimore, MD 21208

BY-LAWS

COURTHAVEN CONDOMINIUMS

ARTICLE I

Name and Address

Section 1. Name and Location. The name of the condominium is Courthaven Condominiums. Its principal office is located at 8617 Keller Avenue, Stevenson, Maryland 21153, which is also the mailing address of the Council of Unit Owners.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein means that certain Declaration made the 13 day of September, 1979, by Courthaven Associates, a general partnership, pursuant to Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, by which certain described property including land, is submitted to a Condominium Regime and which Declaration is recorded among the Land Records of Baltimore County, Maryland, immediately prior hereto and to which these By-Laws are appended.

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

ARTICLE III

Ownership

Section 1. Owners. Every person, group of persons, corporations, or other legal entity, or any combination thereof, which owns a condominium unit within the condominium shall be a member of the Council of Unit Owners, hereinafter called the "Council", which shall be unincorporated as provided for in Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, provided however, that any person,

group of persons, corporation, or other legal entity, any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an owner.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium; the affairs of the Condominium shall be governed by a Board of Directors elected by the said Counsel of Unit Owners as hereinafter provided. The term "Condominium" as used herein shall include the land, as well as the improvements thereon. 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, as amended, pertaining to the government of regular business corporations, shall be considered as governing to the extent not inconsistent with the provisions of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, the Declaration and these By-Laws.

ARTICLE IV

Meeting of Owners

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

Section 2. Annual Meetings. The first annual meeting of the Council of the Condominium shall be held within one hundred twenty (120) days after fifty percent (50%) of the units in the Condominium have been sold and title to the same has been conveyed, or on the 31st day of December, 1980, whichever shall first occur. Thereafter, the annual meeting of the Council of the Condominium shall be held on the first Sunday in April of each succeeding year. At such meeting there shall be elected by ballot of the Unit Owners, a Board of Directors in accordance with the requirements of Section 1 of Article V of these By-Laws. The Council may also transact such other business of the Condominium as may properly come before them.

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UNITS

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board of Directors or upon a petition signed by Unit Co-Owners representing at least twenty-five percent (25%) of the total votes of the Condominium having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of seventy-five (75%) percent of the Unit Owners present, either in person or by proxy.

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UNITS

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at his address as it appears on the Ownership Book of the Condominium, or if no such address appears, at his last known place of address, at least fifteen (15) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the Unit Owner at his condominium unit or last known address. Notice by either such method shall be considered as notice served. Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by him of the time, place and purpose thereof.

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UNITS

Section 5. Quorum. At any meeting of the Council of Unit Owners, the presence in person or by proxy of a majority of Unit Owners at such meeting shall be necessary and sufficient to constitute a quorum for the election of Directors or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been completed. In the absence of a quorum, the Unit Owners who shall be present in person or by proxy at any meeting (or adjournment) may, by vote of a majority of such Unit Owners, adjourn the meeting from time to time, but not for a period of over thirty days at any one time, by announcement at the meeting, until a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. Voting. At every meeting of the Council, each of the Unit Owners shall have the right to cast one vote for each unit which he owns on each question. The votes established in Article IV of the Declaration shall be applicable to voting rights. The vote of the Unit Owners representing fifty-one percent (51%) of the total votes of the Condominium in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No Unit Owner shall be eligible to vote or to be elected to the Board of Directors against whom the Council has recorded a statement of Condominium Lien on his unit and the amount necessary to release the Lien has not been paid at the time of the meeting.

Section 7. Veto Power of Developer. Up to and including the time when Developer has sold and conveyed off 87.5% of all units in the Condominium it shall have a right to veto any action taken by the Council, the Board of Directors, and any officers, employees or agents of the Condominium.

Section 8. Proxies. A Unit Owner may appoint any other Unit Owner, the Developer (as defined in the Declaration), mortgagee, lessee or Management Agent as his proxy. In no case may any Unit Owner, except for the Developer or the Management Agent, cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary before the appointed time of each meeting. The Proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee. It may be revoked sooner by a written notice of revocation filed with the Secretary or by the death of the Unit Owner.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by the Board of Directors composed of at least three (3) persons who shall be elected at the first meeting of Unit Owners by a majority vote.

of Unit Owners. Their term of office shall be a period of one (1) year or until their successors have been elected at subsequent annual meetings. Until the election of the first Board of Directors, the affairs of the Condominium shall be governed by the Developer.

Section 2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Council. The powers and duties of the Board of Directors shall include but not be limited to the following:

(a) The care, upkeep and surveillance of the Condominium and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(b) The establishment of and provision for the collection of assessments from the Unit Owners and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) The designation, hiring and/or dismissal of the personnel necessary for the good working order of the Condominium and for the proper care of the general or limited common elements and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) The promulgation and enforcement of such rules and regulations, and such restrictions on, or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the project, and the use of the general and limited common elements, as are designated, to prevent unreasonable interference with the use and occupancy of the Condominium and of the general and limited common elements by the Unit Owners, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 3. Management Agent. The Board of Directors may 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 necessarily limited to the duties set out in subsections (a) through (d) of Section 2 of this Article.

Section 4. Vacancies. Vacancies in 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 to serve out the unexpired portion of the term.

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Section 5. 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 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 4 of this Article.

Section 6. Compensation. No compensation shall be paid to Directors for their services as Directors.

Section 7. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a

majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) day notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 10. Waiver of Notice. Before, or at, any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Condominium handling or responsible for Council or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Condominium.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The officers, other than the President of the Council need not be Unit Owners. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

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

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

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or

unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council; he shall have charge of the "Ownership", "Mortgagees" and such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incidental to the office of Secretary including counting the votes at meetings of the Council.

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

Section 8. Compensation. The Board of Directors shall have the power to fix the compensation, if any, for all officers of the Council, with the approval of the Council.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Council of Unit Owners of the Condominium may indemnify every officer and Director of the Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council to which he may be made a party by reason of being or having been, an officer or Director of the Council, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Council shall not be liable to the Unit Owners for any

mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Council shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council or the Condominium project, except to the extent that such officers or Directors may also be Unit Owners, and the Council shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Council, or former officer or Director of the Council may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Council. 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 of this Council 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 of Directors, or any committee thereof, which authorizes or approves the contract or 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:

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

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

(c) The contract or transaction is commercially reasonable to the

Council at the time it is authorized, ratified, approved or executed.

Common or Interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors, or committee thereof, which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Management

Section 1. Management and Common Expenses. The Council shall manage, operate and maintain the Condominium project and, for the benefit of the Condominium units and the Unit Owners thereof, shall enforce the provisions hereof and may pay out of the common expense fund, herein elsewhere provided for, the following, which itemization shall not act as a limitation on the Council;

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

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

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

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

(e) The cost of painting, maintaining, replacing, repairing and landscaping the general and limited common elements and such furnishings and equipment for the general and limited common elements as the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council to

paint, repair, or otherwise maintain the interior of any unit or any fixtures or equipment located therein.

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

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

(h) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the general or limited common elements rather than the interest of the Unit Owner of any individual condominium unit.

Section 2. Management Agent. The Council may delegate any of its duties, powers or functions to a Management Agent, provided that such delegation shall be revocable upon three (3) months written notice. The Council and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council, if any, the Unit Owner of any unit shall at his own expense, maintain the interior of his unit and any and all equipment, appliances or fixtures therein situated and its other appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his unit and such appurtenances. In addition to the foregoing, the Unit Owner of any unit shall at his own expense, maintain, repair or replace any plumbing fixtures, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, disposals, ranges and/or other equipment that may be in, or appurtenant to such condominium unit.

Section 4. Right of Entry. Each Unit Owner shall and does hereby grant right of entry to any person authorized by the Board of Directors or the Council in case of any emergency originating in, or threatening, his unit, whether the Unit Owner is present at the time or not.

Section 5. Easements for Utilities and Related Purposes. The Condominium through its Board of Directors, is authorized and empowered to grant, and shall from time to time grant, such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the Condominium Regime, as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the general and limited common elements or for the preservation of the health, safety, convenience and/or welfare of the Unit Owners or the Developer.

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

ARTICLE IX

Condominium Fees/Assessments

Section 1. Annual Condominium Fees/Assessments (hereinafter called "Assessments"). Each Unit Owner shall pay to the Council, a monthly sum equal to one-twelfth (1/12) of the Unit Owner's proportionate share (as indicated in the Declaration) of the annual Condominium expenses, including but in no way limited to the following:

- (a) The costs of all operating expenses of the Condominium and services furnished, including charges by the Council for facilities and services furnished by it; and
- (b) The cost of necessary management and administration, including fees paid to any Management Agent; and
- (c) The amount of all taxes and assessments levied against the Council or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) The cost of fire and extended liability insurance on the property and the cost of such other insurance as the Council may effect; and

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

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

(g) The estimated cost of repairs, maintenance and replacements of the Condominium including general and limited common elements, to be made by the Council.

(h) The cost of all operating expenses, repairs, maintenance and replacements for roads, curbs and walkways.

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

The Board of Directors of the Council 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 and shall be open to inspection by any Unit Owner upon reasonable notice to the Board. 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.

Section 2. Special Assessments. In addition to the regular assessment authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the property including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the owners representing two-thirds (2/3) of the total votes of the Condominium. A meeting of the Unit Owners shall be duly called for this purpose, written notice of which shall be sent to all owners at least fifteen (15) days, but not more than forty-five (45) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserve for Replacements. The Council shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Council of Unit Owners. 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. 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 reserve for replacements may be reduced, by appropriate resolution of the Board of Directors, upon the accumulation in such reserve for replacements of a sum equal to twenty percent (20%) of the full replacement value of the Condominium Regime as such full replacement value is annually determined by the Board of Directors for casualty insurance purposes.

The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the unit to which it appertains, and shall be deemed to be transferred with such unit.

Section 4. Non-Payment of Assessment.

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

(b) All assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the units on which they are assessed, if a statement of lien is recorded within two years after the date the assessment becomes due. The lien shall be effective against a unit from and after the time a statement of condominium lien is recorded among the Land Records of the County where the unit is located, stating the description of the unit, the name of the record owner, the amount due and the period for which the assessment was due. The statement of condominium lien shall be signed and verified by an officer or agent of the Council of Unit Owners as specified in the By-Laws and then may be recorded. On full payment of the assessment for which the lien is claimed the Unit Owner shall be entitled to a recordable satisfaction of the lien.

(c) Any assessment, or installment thereof, not paid when due shall bear interest, from the date when due until paid at the rate not exceeding eight (8%) percent per annum.

(d) The Council shall notify the holder of the first mortgage on any unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of thirty (30) days, and in any other case,

where the Unit Owner is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 5. Assessment Certificates. The Council shall, upon demand, at any time furnish to any Unit Owner liable for any assessment levied pursuant to the By-Laws (or any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Council for each certificate so delivered.

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

Section 7. Enforcement. The lien may be enforced and foreclosed by the Council of Unit Owners, or any other person specified in the By-Laws, in the same manner, and subject to the same requirements, as the foreclosure of mortgages or deeds of trusts on real property in the state containing a power of sale, or an assent to a decree. 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 condominium lien. No action may be brought to foreclose the lien except after ten days' written notice to Unit Owner given by Registered Mail - Return Receipt Requested, to the address of the Unit Owner shown on the books of the Council of Unit Owners.

Section 8. Subordination and Mortgagee Protection.

(a) Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any unit in

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

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

Section 9. No Declaration in Trust. Nothing herein shall be construed as a Declaration in Trust for the enforcement of the lien above provided for.

Section 10. Definition. As used herein the term "mortgage" shall include deed of trust and the term "Holder" or "Mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

Section 11. Foreclosure of Assessment Lien. Foreclosure of the assessment lien shall not take place until after the mortgagee of that unit is notified pursuant to Section 4 of this Article and the said mortgagee is given fifteen (15) days to obtain compliance by the Unit Owner with the assessment requirements herein before stated.

ARTICLE X

Use Restrictions

Section 1. Residential Use. All units shall be used for residential purposes exclusively except for such temporary non-residential uses as may be permitted by the Board of Directors from time to time. Nothing in this

Section, or herein elsewhere, shall be construed to prohibit the Developer from using units which Developer owns for promotional or display purposes as a "Model Unit" or from leasing any unit or units which Developer owns.

Section 2. 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 subsection shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a mortgagee in lieu of foreclosure.

Section 3. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the 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. Vehicular parking upon general common elements may be regulated by 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) No structural alteration, construction, addition or removal

of any unit or general or limited common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

(e) The maintenance, keeping, board[ing], and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any unit, or upon any common elements, except that this shall not prohibit the keeping of one dog or cat, not to exceed fifteen (15) pounds, as a domestic pet; provided that they are not kept, bred or maintained for commercial purposes; and provided further that the keeping of such dog or cat will not constitute such type of noxious or offensive activity as covered in subsection (a) of this Section. All dogs must be kept inside their respective Unit Owner's unit and may be walked on the common elements, only on a leash.

ANIMALS

(f) Except for such signs as may be posted by the Developer for promotional purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any unit or the general or limited common elements; provided, however that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in or from any unit placed upon the market for sale or rent. The provisions of this subsection shall not be applicable to the holder of any Deed of Trust or mortgage in the process of enforcing his lien by foreclosure.

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

CARS

(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 by the Developer for display, promotional or sales purposes.

(i) No burning of any trash, and no reasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted within any unit or upon any general or

limited common elements. Trash and garbage containers shall not be permitted to remain in public view, except within the rear exclusive use easements hereafter provided for.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any of the general or limited common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any of the general or limited common elements at any time.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any unit or upon any general or limited common elements without the prior written consent of the Board of Directors.

(l) Decks, porches, patios and platforms shall be maintained in a neat, safe and orderly manner; and no items or material shall be hung over the deck railing, or on the outer side of said deck without the written approval of the Board of Directors.

(m) The balcony or patio of each unit may be equipped with an awning for protection from the elements. All awnings must be approved by the Board of Directors.

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

(o) Outdoor cooking is strictly prohibited on any of the general or limited common elements, except as may be permitted by law and by the Council of Unit Owners.

(p) Use of Common Elements. Except as herein provided, no Unit Owner or group of Owners shall build, plant or maintain any matter or thing upon, over or under the common elements, except with the express permission of the Board of Directors, first obtained in writing, nor shall any Unit Owner place trash, garbage, excess material of any kind on or about the com-

mon elements, nor burn, chop or cut anything on, over or above the common elements, except in locations designated by the Board.

(q) The method of trash collection shall be established by the Council of Unit Owners subject to the approval of Baltimore County, Maryland.

(r) There shall be no violation of any rules for the use of the general or limited common elements which may from time to time be adopted by the Board of Directors and promulgated among the Unit Owners by said Board in writing; and the Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules.

ARTICLE XI

Insurance

Section 1. Insurance. The Board of Directors may obtain and maintain, to the extent reasonably available, at least the following, except with respect to paragraph (a) of this Section 1 which shall be mandatory, to the extent reasonably available;

(a) Public liability insurance with a "Severability of Interest" endorsement in such amounts and in such forms as may be considered appropriate by the Board of Directors including, but not limited to, water damage, legal liability, liability for property of others, and any and all other liability incident to the ownership and/or use of the Condominium Regime or any portion thereof. Notice is hereby given that such public liability insurance has been arranged by the Developer effective as of the date of recordation hereof; and

(b) Workmen's Compensation Insurance to the extent necessary to comply with any applicable law; and

(c) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 13 of Article V of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the Condominium Regime is located and holding a rating of "AAA +" or better in the current edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors, as a trustee for the Unit Owners, or its authorized representative, including any trustee with which the Council may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee".

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any Unit Owner, and/or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(e) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the units.

(f) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect, to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors

(or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Council may be a party, these By-Laws or the provisions of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended.

(g) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council, the Board of Directors, the Unit Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

Section 3. Endorsements, etc. The Board of Directors, at the request of any Unit Owner or at the request of the mortgagee of any unit, shall promptly obtain and forward to such Unit Owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such Unit Owner or mortgagee as it may appear; and (b) certificates of insurance relating to any such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

ARTICLE XII

Casualty Damage - Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage or destruction by fire or other casualty the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged general and limited common elements shall be accomplished promptly by the Council as a Common Expense; and the repair or reconstruction of any unit shall be accomplished promptly by the Council at the expense of the Unit Owner of the affected unit. The ratable share of the expense of such repairs or reconstruction may be assessed, and the lien for the same

shall have all the priorities provided for in Article IX of these By-Laws.

Section 3. Restoration Not Required. In the event more than two-thirds (2/3) of the entire property is substantially damaged or destroyed by fire or other casualty, and all Unit Owners of the Condominium Regime do not, within sixty (60) days of said damage or destruction, resolve to proceed with repair or reconstruction, then, and in that event, the Condominium Regime shall be deemed to be owned in common by the Unit Owners of all of the units in the same proportions as that previously established for ownership or appurtenant undivided interests in the general and limited common elements, and the condominium project shall be subject to an action for partition at the suit of the Unit Owner of any unit, or the holder of any lien thereon, in which event, the net proceeds of sale, together with the net proceeds of any insurance paid to the Council of its Unit Owner in common, shall be considered as one fund, and shall be divided among the Unit Owners of all the units in the same proportion as that previously established for ownership of appurtenant undivided interests in the general and limited common elements after first paying out of the share of the Unit Owner of any unit, to the extent such share is sufficient for the purpose, all liens upon said unit.

ARTICLE XIII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year, except that the first fiscal year of the Council shall begin at the date of the recording of the Declaration, By-Laws and Condominium Plat. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the condominium project 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 audited by an Independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Council shall furnish the Unit Owner with an annual financial statement, including the income and disbursements of the Council.

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

ARTICLE XIV

Amendment

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Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing seventy-five (75%) percent of the total votes of the Condominium, at any meeting of the Unit Owners duly called for such purpose in accordance with the provisions of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, effective only upon the recordation among the Land Records of Baltimore County, Maryland, of an amendment to these By-Laws setting forth such amendments to these By-Laws and the applicable provisions of the statute aforesaid; and only after thirty (30) days prior written notice to the institutional holders of all first mortgages on the units in the Condominium. Amendments may be proposed by the Board of Directors or by petition signed by Unit Owners representing at least thirty (30%) percent of the total votes of the Condominium. A description of any proposed amendment shall accompany the notice of any regular or special

meeting at which such proposed amendment is to be voted upon. Any amendment pursuant hereto shall be subject to the approval of Baltimore County, Maryland.

ARTICLE XV

Notice to Council

Section 1. Ownership Book. The Council shall maintain a current roster of names and addresses of each Unit Owner to which notice of meetings of the Council shall be sent and each Unit Owner shall furnish the Council with this information. No Unit Owner may vote at meetings of the Council until this information is furnished.

Section 2. Mortgages. A Unit Owner who mortgages his unit shall notify the President of the Board of Directors of the name and address of his mortgagee; and the Council shall maintain such information in a book entitled "Mortgagees of Units".

ARTICLE XVI

Mortgagees

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

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

Section 3. Notice of Meetings. All mortgagees shall have the right to notification of and attendance at all general and special meetings of the Council and shall be permitted to express any views at such meetings as they may wish to convey to the Council.

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

Section 5. Fire Damage. The Board of Directors shall notify all mortgagees in the event that any unit suffers fire damage in excess of One Thousand (\$1,000.00) Dollars or damage to the common elements in excess of Ten Thousand (\$10,000.00) Dollars.

ARTICLE XVII

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. 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 these By-Laws and Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended, the provisions of statute control.

Section 3. Resident Agent. Horton W. Feldman, 8617 Keller Avenue, Stevenson, Maryland, a resident of Baltimore County, Maryland, shall be designated as the person authorized to accept service of process in any action relating to the Condominium Regime or to general or limited common elements, as authorized under Section 11-101, et. seq., of the Real Property Article of the Annotated Code of Maryland, as amended. 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.

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. The captions contained in these By-Laws are for convenience only, and are not a 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 requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, Courthaven Associates has executed these By-Laws for the purpose contained therein, this day of , 1979.

ATTEST:

COURTHAVEN ASSOCIATES

By: _____ (SEAL)

MORTON W. FELDMAN

STATE OF MARYLAND,

COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this day of , 1979, before me, the subscriber, a Notary Public of the State and County afore-said, personally appeared Morton W. Feldman, who acknowledged himself to be a general partner of Courthaven Associates, a general partnership, and that he, as such partner, being authorized so to do, executed the foregoing Condominium By-Laws for the purposes therein contained, by signing the name of the partnership by himself as general partner.

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

NOTARY PUBLIC

THIS DECLARATION, made this 19th day of February, 1979, by Courthaven Associates, a General Partnership hereinafter referred to as "Developer".

WHEREAS, the Developer is the record owner in fee simple of a parcel of land and improvements located in the Second Election District of Baltimore County, Maryland, and more particularly described in Exhibit A attached hereto and prayed to be considered a part hereof; and

WHEREAS, the Developer desires to submit said parcel of land together with the improvements erected thereon and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any way appertaining to a condominium regime established by the Condominium Act, Sections 11-101 et seq., of the Real Property Article of the Annotated Code of Maryland, as amended, (hereinafter called the "Condominium Act") and hereby to establish for the property a condominium regime to be known as Courthaven Condominiums ; and

WHEREAS, the Developer has improved such parcel of land and has constructed thereon improvements containing 48 individual dwelling units together with the appurtenances and facilities hereinafter described, all of which shall be subject to the Condominium Act and the provisions of this Declaration.

NOW THEREFORE, THIS DECLARATION WITNESSETH that the Developer, for itself, its successors and assigns, does hereby expressly subject the aforesaid parcel of land and improvements thereon to a condominium regime pursuant to the Condominium Act aforesaid and to that end and intent, does establish and declare the following:

ARTICLE I

DECLARATION OF CONDOMINIUM AND CREATION OF CONDOMINIUM REGIME

Section 1. The Developer hereby submits the land described in the aforesaid Exhibit A and improvements thereon, as further shown on the plans to be recorded among the Condominium Plat Records of Baltimore County simultaneously herewith and designated as Courthaven Condominiums ,

to a regime provided for by the Condominium Act as set forth in Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended, and establishes such condominium regime as therein provided, to be known as Courthaven Condominiums.

Section 2. In making this Declaration, the Developer does hereby further establish the hereinafter set forth general plan for the protection and benefit of all of said parcel of land and improvements and does subject said parcel of land and improvements to said general plan including the covenants, restrictions, limitations, conditions and uses hereafter set forth; said conditions, covenants and restrictions shall inure to the benefit of, be binding upon and pass with said parcel of land and improvements and each and every unit thereof and shall inure to the benefit of, apply to and bind the Developer, its successors and assigns and the owners and holders of each condominium unit hereafter created, their heirs, successors and assigns.

Section 3. Each condominium unit together with the undivided interest in the common elements appurtenant thereto may be purchased, leased, optioned or otherwise acquired, held, developed, improved, mortgaged, sold, exchanged, rented, conveyed, devised, inherited or in any manner encumbered, dealt with, disposed of or transferred as fee simple real estate, subject to the terms hereof, all as fully, and to the same extent, as though each unit were entirely independent of all other units and of the building in which such condominium units are located and as if each constituted a single, independent, fee simple, improved lot or parcel of ground.

ARTICLE II

DEFINITIONS

Section 1. "Unit" shall mean a three dimensional area identified on the plans heretofore referred to, and shall include all improvements contained within said three dimensional area except

those included in this Declaration. Said Unit shall also contain, in addition to the area within the three dimensional unit, any additional accessory uses as may be hereby appended thereto, together with an undivided percentage interest in the Common Elements as hereinafter defined. The Unit shall occupy that portion as shown on the Condominium Plat heretofore referred to.

Section 2. "Unit Owner" shall mean the person or combination of persons, corporation or other legal entity, or combination thereof, who shall hold legal title to a Unit. No mortgagee shall be deemed a Unit Owner.

Section 3. "Council of Unit Owners" shall mean a legal entity constituted pursuant to the terms of Section 11-109 of the Condominium Act and shall be comprised of all Unit Owners.

Section 4. "Dimensions of Units", as shown on the Condominium Plat heretofore referred to, shall mean a horizontal and vertical property space or area extending horizontally from the interior surface of the framing portion of the exterior masonry wall, as designated in the aforesaid plans as the "Partition Wall", to the interior face of the framing portion of the demising partition or the interior face of the wood furring at the concrete block hallway or the storage room partition or the interior face of the concrete block fire wall partition; and extending vertically from the top of the concrete slab at the terrace level or the top of the floor joists at the first and second floor to the underside of the floor joists at the terrace and first floors or the underside of the roof joist at the second floor.

Section 5. "Common Elements" means all of the parcel of land described in Exhibit A attached hereto and all improvements thereto with the exception of the Units and any area contained within the Dimension of Units. The common elements also include hallways, stairs, passage in storage rooms, retaining walls, hot water heaters, sump pumps, air conditioner supports, roofing, sidewalks, entrance hall, any pipe lines which are not related or pertain to individual plumbing fixtures within individual units, smoke detectors, security system, public electrical panel and meter, fire alarm system, main entrance door, storage room hallway, and front entrance lighting and

roof drains.

Section 6. "General Common Elements" means all Common Elements except the Limited Common Elements.

Section 7. "Limited Common Elements" means those areas so included on said plans that is contiguous to the Unit or that is otherwise designated hereinafter as pertaining to or for the use of the individual Unit. Said areas may also hereinafter be referred to as "Exclusive Use Areas". The limited common elements include balconies, patios, planters, floor and roof joists, concrete slabs at terrace level, plumbing and wiring for individual units, wood frame studs and furring at demising partitions exterior and interior concrete partitions, storage room wire and frame partitions with doors, entrance doors to individual units, meters for individual units, exterior lighting at patios and balconies, fireplaces flues and chimneys, fan cap at exterior walls and mailboxes.

Section 8. "Mortgagee" means the holder of any recorded mortgage, or the beneficiary of any recorded deed or trust encumbering one or more units.

Section 9. "Percentage Interest Factor" means the interest, expressed as a percentage, fraction or proportion, of each Unit Owner in the Common Elements.

Section 10. "Common Expenses" shall mean and include all sums lawfully assessed against the unit owners by the Council of Unit Owners, expenses of administration, maintenance, repair or replacement of all the Common Elements, General and Limited, and facilities, including contributions to such repair and replacement funds as may be established from time to time by the Council of Unit Owners, other expenses agreed upon as common expenses by the Council of Unit Owners, and all expenses declared to be common expenses by the provisions of the Condominium Act, this Declaration, or by the By-Laws.

ARTICLE III

DESCRIPTION OF THE BUILDING

The two structures are three stories having two main entrances per structure. The exterior walls are brick, concrete block, wood frame and aluminum faced plywood panels. The two structures are divided into four buildings. Each building consists of six (6) one-bedroom, and six (6) two-bedroom units, as shown on the Condominium Plat heretofore referred to.

ARTICLE IV

PERCENTAGE INTEREST AND VOTING RIGHTS

Section 1. Each Unit Owner shall have an undivided percentage interest in the Common Elements, as expressed in Article V, and shall contribute this percent toward common expenses.

Section 2. One vote is appurtenant to each Unit for meetings of the Council of Unit Owners.

Section 3. Each Unit Owner shall contribute toward the payment of the common expenses, as hereinbefore stated and the contribution of each Unit Owner toward common expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Baltimore County simultaneously herewith.

ARTICLE V

VALUE AND PERCENTAGE INTEREST FACTOR

Section 1. The value of the Condominium, fixed solely for the purpose of establishing the percentage interest factor hereinafter referred to is One Million, Five Hundred Seventy-Six Thousand, Eight Hundred (\$1,576,800.00) Dollars. The value of each condominium unit, and the percentage which such unit value bears to the value of the total Condominium (herein referred to as the "Percentage Interest Factor") is as follows:

<u>UNIT DESIGNATION</u>	<u>VALUE OF UNIT</u>	<u>PERCENTAGE INTEREST FACTOR</u>
1 Bedroom (24 Units)	\$27,800.00	1.76306
2 Bedroom (24 Units)	\$37,000.00	2.4036
<hr/> 48 Units	<hr/> \$1,576,800.00	<hr/> 100.00

Section 2. The value established hereunder for each condominium unit shall not fix the selling price of such unit and shall not prevent the Developer or any Co-Owner from fixing a different price for his condominium unit in any act or contract.

Section 3. The percentage interest factor of each unit has a permanent character, and such factor shall not be changed without the consent of all members of the Council of Owners. No change in the percentage interest factor shall be effected unless evidenced by an appropriate written instrument or instruments, setting forth the change agreed upon, executed by all the co-owners and recorded among the proper Land Records of Baltimore County.

ARTICLE VI

ADMINISTRATOR

The administration of Condominium Regime shall be in accordance with the By-Laws and this Declaration. A Council of Unit Owners shall be formed as an unincorporated association comprising all of the unit owners which shall elect a Board of Directors. The Board of Directors shall act and function as provided in the By-Laws.

ARTICLE VII

ENCROACHMENT

If any common element, or any part thereof, now or at any time hereafter, encroaches upon any unit, or any unit encroaches upon any element, whether such encroachment is attributed to construction, settlement, or shifting of the buildings, or any other reason whatsoever beyond the control of the Council of Unit Owners referred to in the By-Laws, and any Unit Owner, there shall forthwith arise, without

the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Council of Unit Owners or for the Unit owner, their respective heirs, successors and assigns, to provide for the encroachment and non-disturbance of the common element, or the unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue. The conveyance or other disposition of a condominium unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this section without specific or particular reference to such easement.

ARTICLE VIII

MAINTENANCE AND REPAIR

Section 1. The Council of Unit Owners, at its expense, shall be responsible for common expenses for the maintenance, repair and replacement of all the common elements, and shall receive contribution therefore from the Unit Owners as provided for in Article IV hereof.

Section 2. Each Unit Owner, at his own expense, shall replace where required, maintain, and keep in good condition and repair, the Unit, all interior surfaces and all equipment wholly contained within the Condominium Unit, its dimensions as herein defined, and as additionally required herein. In the event a Unit Owner fails or refuses to comply with the provisions of this Section, the Council of Unit Owners has the right to make such replacements, and maintain and keep in good condition and repair any Unit and the cost thereof shall constitute a lien against the Unit.

Section 3. All repairs and replacements shall be substantially similar to the original construction and installation.

Section 4. No Unit Owner shall substantially change, alter or modify in any way or manner whatsoever the design and construction of any Unit from that of the original construction and design except with prior consent from the Council of Unit Owners.

ARTICLE IX
SPECIAL MAINTENANCE PROVISIONS

Section 1. Each Unit Owner shall be responsible for the maintenance, repair and replacement of the air conditioning system for his Unit including the condensor unit thereof regardless of where located.

Section 2. Each Unit Owner shall additionally have the responsibility to maintain the wallboard within his unit to the joists, the floor thereof from the upper surface of the sub-floor, and the wallboard of the ceiling thereof from the lower surface of the ceiling joists. The Unit Owner shall have an easement in the common elements to go into same in order to make any such repairs, but shall have the duty to repair any part of the common elements that may be damaged in connection with the repairs necessary to his individual unit.

Section 3. The Council of Unit Owners shall have the responsibility for the maintenance, repair and replacement of all common water pipes and common sewer pipes or lines regardless of whether or not the same are located within the common elements or a unit and for the purposes of making such repairs shall have any requisite easement into any individual Unit. The Council of Unit Owners shall additionally have the duty of repairing any damage done to any unit as a result of any such repairs and restoring such unit to its original condition.

Section 4. The Unit Owner shall have the responsibility for the maintenance, repair and replacement of any plumbing fixtures within a unit including any pipes or lines which are not common pipes or lines, especially any such pipes or lines which relate or pertain to an individual plumbing fixture within a unit.

Section 5. Unit owners shall have the responsibility for maintenance, repair and replacement of all heating systems, including all duct work pertaining thereto, and shall have the duty of repairing any damages done to the common elements as a result of any repair to such heating system.

Section 6. Any and all windows pertaining and appurtenant to

any unit (including sliding doors on any balconies or patios) shall be owned by and maintained by owners of said individual units.

ARTICLE X

UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS

All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of the Condominium Act, of this Declaration, the By-Laws, and the Rules and Regulations as provided for in the By-Laws, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE XI

MISCELLANEOUS RESTRICTIONS

Section 1. The method of trash collection shall be established by the Council of Unit Owners subject to the approval of Baltimore County, Maryland.

Section 2. Trash shall be placed in areas established by the Council of Unit Owners and trash receptacles shall be provided by each unit owner.

Section 3. No sign shall be displayed from any unit with the exception of a "For Sale" sign which shall be permitted, but may be no larger than 14" by 22" in size and which shall be removed after the Unit for sale has been sold and settled.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. Failure to enforce any covenant or restriction contained herein or in the By-Laws shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Captions used in the Declaration and By-Laws are inserted solely as a matter of convenience and shall not be relied upon

or used in construing the effect or meaning of any of the text of the Declaration and By-Laws.

Section 3. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural and any gender shall be deemed to include all genders.

Section 4. Whenever the term "mortgage" is used in this Declaration or By-Laws, it shall be deemed to include a Deed of Trust. Whenever the term "mortgagee" is used in the Declaration or By-Laws, it shall include a lender under a Deed of Trust.

Section 5. If any provisions of this Declaration, or of the By-Laws, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances be judicially held in conflict with the Condominium Act or the laws of the State of Maryland, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase, or word, in other circumstances shall not be affected thereby.

ARTICLE XII]

AMENDMENTS

Section 1. This Declaration may be amended by the written consent of all unit owners and mortgagees as provided for by Section 11-103 of the Condominium Act and with the approval of Baltimore County, Maryland. An amendment becomes effective upon recordation among the Land Records of Baltimore County.

IN WITNESS WHEREOF, the Developer has executed this Declaration, this day of , 19 .

WITNESS:

COURTHAVEN ASSOCIATES

By: _____ (SEAL)
MORTON W. FELDMAN

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this day of
1979, before me, the subscriber, a Notary Public of the State of
Maryland, in and for Baltimore County aforesaid, personally
appeared HORTON W. FELDMAN, who acknowledged himself to be a General
Partner of Courthaven Associates, a General Partnership, and that he,
as such Partner, being authorized so to do, executed the foregoing
Declaration for the purposes therein contained by signing the name
of the Partnership as a General Partner.

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

NOTARY PUBLIC

COLUMBIA OFFICE
WALTER PARK
Registered Surveyor
PHONE 730-9060

TOWSON OFFICE
HUDKINS ASSOCIATES, INC.
*Engineers, Surveyors and
Landscape Architects*
200 EAST JOPPA ROAD
ROOM 101, SHELL BUILDING
TOWSON, MARYLAND 21204
PHONE: 828-9060

BEL AIR OFFICE
L. GERALD WOOD
Landscape Architect
PHONE 838-0861

July 3, 1979

DESCRIPTION OF COURTHAVEN CONDOMINIUMS:

Beginning for the same at the intersection formed by the northeast side of Marling Road (50 feet wide) with the southeast cut-off of Ideal Court (50 feet wide) said point being identified by the number 48, as shown on the plat of Courthaven Addition recorded among the plat records of Baltimore County in Plat Book E. H. K. Jr. 41 folio 128 thence for lines of division and binding on the said northeast side of Ideal Court the three following courses and distances viz: (1) North 01 degrees 20 minutes 40 seconds West 21.21 feet (2) North 44 degrees 38 minutes 15 seconds East 297.70 feet (3) by a curve to the left having a radius of 50.00 feet for an arc length of 76.59 feet thence leaving said Ideal Court for lines of division the two following courses and distances viz: (1) North 46 degrees 51 minutes 55 seconds East 121.60 feet to a point in or near the center of the bed of the original Old Court Road which is to be closed by Baltimore County thence binding thereon (2) South 44 degrees 28 minutes 35 seconds East 245.83 feet to the west side of Rolling Road (60 feet wide) thence binding thereon and on the said northeast side of Marling Road the four following courses and distances viz: (1) by a curve to the right having a radius of 470.00 feet for an arc length of 142.66 feet (2) South 44 degrees 38 minutes 15 seconds West 496.06 feet (3) South 83 degrees 39 minutes 20 seconds West 21.59 feet

EXHIBIT A

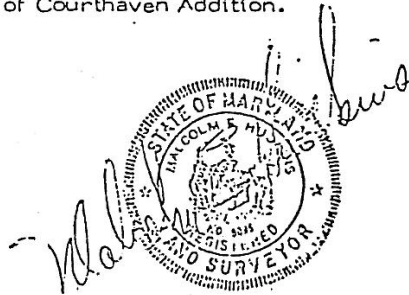
Page 2

(4) North 46 degrees 20 minutes 40 seconds West 193.74 feet to the place of beginning.

Containing 2.578 Acres of land more or less.

Subject to Local Open Space of 0.60 acres more or less as shown on said recorded plat of Courthaven Addition.

Being part of the recorded plat of Courthaven Addition.



Malcolm E. Hudkins
Registered Surveyor #5095

LAW OFFICES OF
SISKIND, BURCH, GRADY AND ROSEN

JEFFERSON BUILDING
TWO EAST FAYETTE STREET
BALTIMORE, MD 21202

J. HAROLD GRADY
ARVIN E. ROSEN
DENNIS J. HOOVER
BRUCE D. BROWN

BRADFORD I. WEBB (FL, MD)
BARRY F. LEVIN (DC, MD)
ANDREW L. HARTMAN (PA, MD)
CYNTHIA K. HITT
KATHLEEN M. BLANK
DANIEL E. SYKES
EDWARD M. KASOFF
LIBBY C. REAMER
CINDY R. DIAMOND

A. HERMAN SISKIND (1889-1984)
FRANCIS B. BURCH (1918-1987)

TELEPHONE
(301) 539-6606, BALTIMORE, MD
(202) 897-0843, WASHINGTON, D.C.
TELEFAX NO. (301) 332-0289

OF COUNSEL
JAMES R. WOOTON (VA, WV, MD)

January 13, 1992

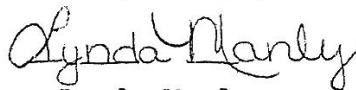
David O. Feldmann, Inc.
Attention: Mr. Bernie Chodosh
107 Sudbrook Lane
Pikesville, Maryland 21208

Re: Courthaven Condominiums

Dear Mr. Chodosh:

Please be advised that the recording references for the Declaration and By-Laws of Courthaven Condominiums are Liber 6113, folio 186, et seq.

Very truly yours,



Lynda Manly
Legal Assistant

/lam



Courthaven Condominiums

Baltimore, MD 21208

C/o Site Management, Inc. 2141 Industrial Parkway, #200 Silver Spring, Maryland 20904
Phone: 301-622-9300 ext 110 Fax: 301- 622-9301
sjenkins@siterealtygroup.com

IMPORTANT INFORMATION CONCERNING PARKING

Parking rules at Courthaven Condominium Association. The Board of Directors & Management has started receiving complaints regarding parking problems from residents who report that they are unable to park within close proximity to their unit because some residents with multiple vehicles park all of their vehicles close to their residence and commercial vehicles being parked on the property.

Following is important information related to the new-reserved parking system:

1. Cars that are illegally parked will be ticketed & towed at the owner's expense.
2. When there is a second violation by the same car or tag number, the resident reporting the violation should call the management company (Site Realty Group @ 410-653-9440 ext 110). Hopefully, with the cooperation of all residents, this action will not be required.

In addition to the rules, which are needed to implement proper parking, residents are expected to follow the parking rules contained in the by-laws:

1. No full size vans, trucks, boats or RV'S are to be parked in assigned spaces. These vehicles must be parked along the hill.
2. No vehicle should overhang the curb. A fine of \$25 will be levied for each occurrence for any vehicle obstructing pedestrian traffic on the sidewalk. Any vehicle longer than 17 feet should be parked in the overflow lot.
3. NO commercial work vehicles (taxi's work trucks, buses) can be parked on the property at any time.
4. No vehicles will be driven onto the turf/sidewalks without approval from the Property Manager. Unit owners will be responsible for any repairs to damaged curbs, sidewalks, turf and bushes caused by any vehicles driven on these areas. The Property Manager will oversee the repairs and submit the bill for the damages to the unit owner.
5. All vehicles must have current license plates or stickers and must be in operable conditions. Vehicles that are inoperable or do not display a license plate will be towed from the parking area at owner's expense.
6. Vehicles will be parked only within painted lines.
7. Only cars with handicapped designation may park in handicapped spaces.
8. No washing of any vehicles is permitted.
9. No car repairs will be performed within the regular parking lanes with the exception of required emergency repairs such as changing a flat tire, charging a dead battery, or some other minor required repair. No oil or antifreeze changes will be performed anywhere on the property.

Board members have tried to address all possible problems regarding parking in the community. We are aware that these changes will not meet with the approval of all residents, however, we ask for the cooperation of all residents. We thank you in advance for your cooperation.

Please keep this notice for future reference.

The Courthaven Condominium
Board of Directors

HEIDI BODENHEIMER COPY

COURTHAVEN CONDOMINIUM
HOUSE RULES AND REGULATIONS

Adopted June 20, 1984
Revised 1990 and 2005

1. Dog and cat owners are allowed one pet not to exceed forty (40) pounds adult weight. No dog or cat is permitted on the common elements unless it is leashed and under full control of the owner. Dog and cat owners are required to PICK UP their animal's litter on the common elements, especially in areas frequented by children and adults. Stakes and fastening devices (i.e. chains, ropes, etc.) found on the common elements may be confiscated without notice. Fastening a dog or cat to a fixed object (i.e. stake, column, tree, etc.) is expressly prohibited.
2. Children shall not loiter or play on the stairways, in the halls, in the parking lot, sidewalks, on the retaining wall, or near or in the drainage excavation pit behind building 3922. There are no children's playing facilities on the Courthaven property.
3. Occupants are to seal trash in plastic garbage bags and place them in the halls no earlier than 6 a.m. on the days trash is collected, which is every Monday, Wednesday, and Friday morning. Place trash bags near your door only, not under the stairwells.
4. Nothing shall be hung from the outside of the windows and/or window sills. No laundry shall be hung in or on patios and balconies.
5. No owner or occupant shall make or permit any disturbing noises in the building or on the premises by himself, his family, friends, tenants, servants, or pets. This also includes playing any instruments, radios, televisions, stereos, tape recorders or the like.
6. No vehicles other than automobiles and motorcycles may be parked upon the premises of the condominium. House trailers, commercial vehicles, boats, boat trailers, or snowmobiles are not permitted unless approval has been granted by the Board of Directors.
7. Outside cooking is strictly prohibited on any of the general or limited common elements (patios and balconies) except as permitted by law and approved by the Board of Directors.
8. No car washing is permitted on the common elements. Car washing materials promote parking lot deterioration.

9. No structural alterations, additions, or modifications of any unit, general common element or limited common element (including painting) shall be conducted without the Board of Director's approval of conformity and/or structural integrity.
10. Insects within and infestations immediately around units, that is, clovermites, beetles, roaches, waterbugs, spiders, bees, wasps, and millipedes are the affected owner's responsibility. All cases of termites are to be referred to the Board of Directors for decision.
11. All unit occupants shall park their cars in a straight, orderly manner with courtesy and respect for their neighbors' vehicles. The striped parking lot areas should be left free.
12. Co-owners who are determined to be responsible for damage, destruction, littering and/or impairment of the common elements will be assessed for the cost of enforcement and restoration; also the Board of Directors is responsible for liability determinations in each instance.
13. No owner or occupant shall put their names in any entry, passageway, vestibule, hall, door or stairway except in the proper place on the mailbox and buzzer-communicator.
14. Co-owners who lease or rent out their units must provide their tenants with a copy of the By-Laws and Rules and Regulations. Their lease or rental agreement must include a provision compelling the tenant to obey said By-Laws and rules or face eviction. A standard lease is available from Courthaven managing agents.
15. These house rules are by no means complete. Each occupant is expected to know all and abide by all rules set forth in the Courthaven Condominium By-Laws as well as the Rules and Regulations as listed above.

FINES

1. Fines shall be assessed to Co-owners in violation of these Rules and Regulations through the procedure outlined below:
 - a. Upon FIRST written complaint, a letter advising the responsible Co-owner will be sent requesting his/her compliance, as required in Section 11.113 Dispute Settlement Mechanism.
 - b. Upon SECOND written complaint, or an inspection determining that the condition still exists, the offending party will receive a second letter advising the consequences on non-compliance.

- c. Upon a **THIRD** written complaint or inspection, the **BOARD** will proceed with legal action to correct the situation.
- d. Co-owner found in violation after receiving a third written complaint will be subject to the fines listed below. In addition, the Co-Owner will be assessed for the costs borne by the Association to correct the violation and any legal costs incurred.

First Offense:	\$25.00
Second Offense:	\$50.00
Third Offense:	\$100.00
Fourth and Subsequent Offenses:	\$500.00

Courthaven Condominium Council of Unit Owners

Current Unaudited Financial Documents



Courthaven Condominium Council of Unit Owners.

Balance Sheet For 2/28/2022

Operating Accounts

12510 - PPB Operating Account

\$1,179.67

Total Operating Accounts

\$1,179.67

Reserves Accounts

13010-C40671 - Revere Bank

\$72,162.05

Total Reserves Accounts

\$72,162.05

Other Assets

15100 - Owner Receivables

\$33,965.17

Total Other Assets

\$33,965.17

Total Asset

\$107,306.89

Current Liabilities

22035 - Accrued Expenses

\$8,323.21

22500 - Prepaid Owner Assessments

\$6,665.58

Total Current Liabilities

\$14,988.79

Reserve Equity

33300 - Reserves

\$86,045.37

33348 - Current Year Funding Operating Reserve

(\$3,494.49)

34000 - Reserve Expense

(\$55,297.76)

Total Reserve Equity

\$27,253.12

Other Equity

33000 - Retained Earnings

\$65,980.94

39999 - Net Income (Loss)

(\$915.96)

Total Other Equity

\$65,064.98

Total Liability / Equity

\$107,306.89

Courthaven Condominium Council of Unit Owners.

Statement of Revenues and Expenses 2/1/2022 - 2/28/2022

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
41000 - Association Fees	14,334.24	14,334.17	.07	28,668.48	28,668.34	.14	172,010.00
44000 - Late Charge Fees	24.00	-	24.00	20.00	-	20.00	-
45500 - Interest Income	2.77	-	2.77	5.84	-	5.84	-
Total Income	14,361.01	14,334.17	26.84	28,694.32	28,668.34	25.98	172,010.00
Total Income	14,361.01	14,334.17	26.84	28,694.32	28,668.34	25.98	172,010.00

Operating Expense

Administrative							
50300 - Legal	1,332.55	166.67	(1,165.88)	3,124.55	333.34	(2,791.21)	2,000.00
50350 - Tax Return/Audit	-	129.17	129.17	-	258.34	258.34	1,550.00
51050 - Management Fee	1,639.09	1,667.77	28.68	3,278.18	3,335.54	57.36	20,013.27
51150 - Office Expense	-	41.67	41.67	157.25	83.34	(73.91)	500.00
51200 - Miscellaneous Administrative	-	-	-	130.00	-	(130.00)	-
51550 - Postage	-	45.83	45.83	18.24	91.66	73.42	550.00
Total Administrative	2,971.64	2,051.11	(920.53)	6,708.22	4,102.22	(2,606.00)	24,613.27

Utilities							
55000 - Electric	192.32	208.00	15.68	394.06	416.00	21.94	2,500.00
56300 - Trash Removal	425.00	625.00	200.00	425.00	1,250.00	825.00	7,500.00
56305 - Bulk Trash Removal	275.00	250.00	(25.00)	1,650.00	500.00	(1,150.00)	3,000.00
56440 - Oil	2,855.94	1,666.67	(1,189.27)	2,855.94	3,333.34	477.40	20,000.00
56500 - Water and Sewer	5,863.69	500.00	(5,363.69)	5,863.69	1,000.00	(4,863.69)	6,000.00
Total Utilities	9,611.95	3,249.67	(6,362.28)	11,188.69	6,499.34	(4,689.35)	39,000.00

Grounds							
60400 - Landscape Contract	-	506.00	506.00	710.00	1,012.00	302.00	6,075.00
62850 - Snow Removal	4,433.50	708.33	(3,725.17)	4,778.50	1,416.66	(3,361.84)	8,500.00
Total Grounds	4,433.50	1,214.33	(3,219.17)	5,488.50	2,428.66	(3,059.84)	14,575.00

Buildings							
65250 - Janitorial Services	580.00	628.00	48.00	1,305.00	1,256.00	(49.00)	7,540.00
66350 - Fire Extinguisher Maintenance	-	29.17	29.17	-	58.34	58.34	350.00
66950 - Repairs Electric	-	41.67	41.67	-	83.34	83.34	500.00
67000 - Repairs Plumbing	-	625.00	625.00	573.39	1,250.00	676.61	7,500.00
67050 - Repairs & Maintenance Interior	200.00	1,250.00	1,050.00	200.00	2,500.00	2,300.00	15,000.00
67100 - Repairs & Maintenance Exterior	-	1,125.00	1,125.00	1,152.00	2,250.00	1,098.00	13,500.00
67625 - Repairs-Roof & Patio	-	416.67	416.67	-	833.34	833.34	5,000.00
67850 - Extermination	45.00	83.00	38.00	240.00	166.00	(74.00)	1,000.00
Total Buildings	825.00	4,198.51	3,373.51	3,470.39	8,397.02	4,926.63	50,390.00

Insurance & Tax							
80000 - Insurance	1,377.24	1,377.25	.01	2,754.48	2,754.50	.02	16,527.00

Courthaven Condominium Council of Unit Owners.

Statement of Revenues and Expenses 2/1/2022 - 2/28/2022

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
80050 - Insurance Claim	-	833.33	833.33	-	1,666.66	1,666.66	10,000.00
Total Insurance & Tax	1,377.24	2,210.58	833.34	2,754.48	4,421.16	1,666.68	26,527.00
Reserve Contributions							
97000 - Reserve Contribution	-	1,408.73	1,408.73	-	2,817.46	2,817.46	16,904.73
Total Reserve Contributions	-	1,408.73	1,408.73	-	2,817.46	2,817.46	16,904.73
Total Expense	19,219.33	14,332.93	(4,886.40)	29,610.28	28,665.86	(944.42)	172,010.00
Operating Net Total	(4,858.32)	1.24	(4,859.56)	(915.96)	2.48	(918.44)	-
Net Total	(4,858.32)	1.24	(4,859.56)	(915.96)	2.48	(918.44)	-

Courthaven Condominium Council of Unit Owners

Insurance Dec Page



COMMERCIAL UMBRELLA



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IMPORTANT NOTICE

NOTICE OF TERRORISM INSURANCE COVERAGE

NOTICE - DISCLOSURE OF PREMIUM

Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto and Crime

(This disclosure notice does not provide coverage, and it does not replace any provisions of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.)

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Other than for Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for that portion of losses covered by the United States Government under the Act.

For Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is shown on your declarations page and does not include any charges for the portion of losses covered by the United States government under the Act.

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

NI 00 62 01 21





IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

What you need to do

Please read this notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

Important Notice Description(s)

Important Notice for Renewal Policies

In an effort to keep your insurance premium as low as possible, we have streamlined your renewal policy. We have not included printed copies of policy forms and endorsements that have not changed from your expiring policy unless they include variable information that is unique to you.

Please refer to your prior policies for printed copies of these forms. If you desire copies, they are available upon request from your agent.

NI 00 04 01 17

Important Notice to Maryland Policyholders

Your claims history is a consideration in the continued eligibility and pricing of your commercial insurance and could be the basis for our decision to cancel or non-renew. We offer resources to help you maintain the safest workplace possible for your employees and customers. If you would like to learn more about our Loss Control services and resources, please contact your agent.

NI 00 26 01 17

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NATIONWIDE MUTUAL INSURANCE COMPANY
ONE WEST NATIONWIDE BLVD
COLUMBUS, OH 43215-2220
1-877 On Your Side
1 (877) 669-6877

RENEWAL

COMMERCIAL UMBRELLA

COMMON DECLARATIONS

Policy Number: ACP CU013029792500
Named Insured: COURTHAVEN CONDOMINIUM INC
See Schedule of Named Insureds
Mailing Address: 3600 CRONDALL LN STE 100
OWINGS MILLS, MD 21117-2233
Agency: R & G INSURANCE ASSOCIATES INC
Address: 7361 CALHOUN PL
STE 460
ROCKVILLE, MD 20855-2832
Agency Phone: (301) 762-8087
Producer: JOSHUA LANSBERG
Policy Period: Effective From 06-18-2022 To 06-18-2023
12:01 AM Standard Time at the
insured's mailing address.
The Insured is a(n): Corporation



Premium/Fees

Total Annual Premium	\$350.00
Total Policy Premium	\$350.00

39071000386068



Umbrella Limits

Retained Limit Aggregate:	NONE	
Limits of Insurance:	a) \$1,000,000	Each Occurrence
	b) \$1,000,000	Products - Completed Operations Aggregate
	c) \$1,000,000	Other Aggregate

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COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013029792500

Policy Period: From 06-18-2022 To 06-18-2023

SCHEDULE OF NAMED INSURED(S)

Named Insured	Type of Entity
---------------	----------------

COURTHAVEN CONDOMINIUM INC

Corporation





COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013029792500

Policy Period: From 06-18-2022 To 06-18-2023

FORMS AND ENDORSEMENTS SUMMARY

Form Number	Title
CUDS01 01 18	Commercial Liability Umbrella Declarations
CU 00 01 04 13	Commercial Liability Umbrella Coverage Form
CU 01 03 03 11	Maryland - Condominiums
CU 01 09 09 00	Condominiums
CU 01 30 06 02	Maryland Changes
CU 02 01 12 17	Maryland Changes - Cancellation And Nonrenewal
CU 21 11 09 00	Limitation Of Coverage To Designated Premises Or Project
CU 21 12 09 00	Abuse Or Molestation Exclusion
CU 21 13 04 13	Amendment Of Liquor Liability Exclusion
CU 21 23 02 02	Nuclear Energy Liability Exclusion Endorsement
CU 21 27 12 04	Fungi Or Bacteria Exclusion
CU 21 30 01 15	Cap On Losses From Certified Acts Of Terrorism
CU 21 44 01 15	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
CU 21 50 03 05	Silica Or Silica-Related Dust Exclusion
CU 21 51 12 05	Total Pollution Exclusion With A Hostile Fire Exception
CU 21 58 05 09	Communicable Disease Exclusion
CU 21 86 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CU 24 05 09 00	Products/Completed Operations Hazard Redefined
CU 24 20 09 00	Broadened Bodily Injury Definition
NCU 70 42 01 20	Asbestos, Electronic Emissions, Lead, Radon, or Talc Exclusion
NCU 72 03 01 20	Non-Pyramiding Of Limits
NCU 72 27 01 20	Exclusion - Personal Data Compromise And Network Security Liability - Coverage A
NCU 73 31 12 21	Human Services Abuse Or Molestation Exclusion
IL 00 17 11 98	Common Policy Conditions

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COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013029792500

Policy Period: From 06-18-2022 To 06-18-2023

IMPORTANT NOTICES

Form Number	Title
NI0062 01 21	Notice of Terrorism Insurance Coverage
NI0004 01 17	Important Notice for Renewal Policies
NI0026 01 17	Important Notice to Maryland Policyholders





COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Schedule Of Underlying Insurance (as identified by the entry of a company name, policy number, policy period and limits):

Businessowners

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Company: NATIONWIDE ASSURANCE COMPANY

Limits of Insurance

Limit

Each Occurrence Limit of Insurance

Per Occurrence

\$1,000,000

Personal and Advertising Injury

Per Person Or
Organization

\$1,000,000

Products - Completed Operations Aggregate

All Occurrences

\$2,000,000

General Aggregate (Other than Products - Completed Operations)

All Occurrences

\$2,000,000

Coverages

Limit

Directors And Officers Liability Coverage

Per Wrongful Act

\$1,000,000

Aggregate

\$1,000,000

Important Notice: Restrictions, limitations and exclusions to the above scheduled underlying insurance (or any replacements thereof) will act as restrictions, limitations and exclusions to coverage A of this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President

Secretary

President



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUMS

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

1. Add the following to Paragraph 2. of **Cancellation** (Common Policy Conditions):

We may cancel this Coverage Part by mailing or delivering to:

- a. The first Named insured, and
- b. Each unit owner to whom certificates of insurance have been issued

written notice of cancellation at least 30 days before the effective date of cancellation.

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition of **Section IV – Conditions**:

We waive any rights which the **Transfer Of Rights Of Recovery Against Others To Us** Condition may give us against:

- a. Any unit owner, including the developer, and household members;

- b. The association; and

- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

We reserve our right, however, to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

3. The following Condition is added to **Section IV – Conditions**:

Acts Or Omissions By Unit Owners.

No act or omission by any unit owner unless acting within the scope of the unit owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy.

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MD 80822



POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Premises: THOSE PREMISES THAT ARE SHOWN IN THE DECLARATIONS ON THE SCHEDULE OF "UNDERLYING INSURANCE" AND YOUR OPERATIONS NECESSARY OR INCIDENTAL TO THOSE PREMISES.
Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

2. The project shown in the Schedule.

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Description Of Premises And Operations:

THOSE PREMISES AND / OR OPERATIONS TO WHICH PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED APPLIES ON THE SCHEDULE OF "UNDERLYING INSURANCE".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph a. of the definition of "Products-completed operations hazard" in the Definitions Section is replaced by the following:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN SERVICES ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal and Advertising Injury:**

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. “Abusive conduct”, or
2. The negligent:
 - a. Employment;
 - b. Investigation;

- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;
of a person for whom any insured is or ever was legal responsible and whose conduct would be excluded by Paragraph 1. above.

- B. Solely for the purposes of this endorsement, “abusive conduct” means any actual, threatened or alleged acts of physical abuse, sexual abuse, sexual molestation or sexual misconduct.**

All terms and conditions of this policy apply unless modified by this endorsement.

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BUSINESSOWNERS



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IMPORTANT NOTICE

NOTICE OF TERRORISM INSURANCE COVERAGE

NOTICE - DISCLOSURE OF PREMIUM

Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto and Crime

(This disclosure notice does not provide coverage, and it does not replace any provisions of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.)

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Other than for Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for that portion of losses covered by the United States Government under the Act.

For Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is shown on your declarations page and does not include any charges for the portion of losses covered by the United States government under the Act.

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

NI 00 62 01 21





IMPORTANT NOTICE

Flood Insurance Notice

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

What you need to know

Your policy does not cover damage from floods to any property resulting directly or indirectly from "water".

Excluded "water" losses include, but are not limited to those caused by:

- Flood
- Surface water
- Waves
- Tides
- Tidal waves
- Overflow of any body of water, or their spray, all whether driven by wind or not.

These types of loss or damage caused by "water" are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. You'll need to read your policy for all of the details about excluded water losses. This is just a summary of the excluded water losses to highlight some important flood-related issues.

Additional information

In most communities you can obtain flood insurance policies backed by the federal government's National Flood Insurance Program, through your agent. In those qualifying communities, you can obtain flood insurance protection for your property regardless of your flood zone or flood risk.

Your agent can assist you in:

- Determining if your community participates in the National Flood Insurance Program
- Assessing your flood risk
- Understanding flood policy availability

To learn more about flood insurance and your risk of flooding, access the National Flood Insurance Program's consumer website at www.FloodSmart.gov.

As you consider the risk of flooding in your area and consider your options for obtaining valuable protection, consider that:

- All property is in a flood zone, regardless of whether an area has been defined as high risk or low risk.
- Nearly 25% of all flood claims are for properties located in lower-risk flood areas or locations where flooding is not expected.
- Floods can happen anywhere, at any time, causing anguish, destruction, and financial damage.
- Changing weather patterns, as well as residential and business development, may increase your chance of experiencing a flood.
- Flooding can occur as a result of clogged, overloaded, or inadequate storm drains. You don't have to live near a body of water to be flooded.
- Federal disaster assistance is often a loan and must be repaid with interest.

Ask your agent about obtaining flood insurance for your property today.

NI 00 18 01 17





IMPORTANT NOTICE

Information for Insureds Who Have Tenants

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

What's "subrogation"

Subrogation is the ability to recover damages from a responsible party. The subrogation clause in your insurance contract permits us to pursue recovery against those parties responsible for losses under your policy. Subrogation plays an important role in the claims settlement process when a loss occurs.

What you need to know

The "Anti-Subrogation Rule/Implied Co-Insured Doctrine" may limit subrogation on your policy by preventing landlords and their insurance companies from recovering damages caused by tenants. These damages may include:

- The property deductible you pay
- Uninsured or partially covered losses
- Losses that occur as a result of tenants' negligence

If this doctrine is applied where your buildings are located, you may be unable to seek repayment from your tenants if they negligently cause a fire in your building. To prevent this from occurring, additional provisions may be needed in your lease agreements to clarify who is responsible for damages when property damage or injury is caused by a tenant's negligence.

What you need to do

This information is not intended to be legal advice and is provided for informational purposes only. We recommend that you contact an attorney for more guidance on the "Anti-Subrogation Rule/Implied Co-Insured Doctrine" and how it affects the lease agreement between you and your tenants.

Please read this notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

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IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

What you need to do

Please read this notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

Important Notice Description(s)

Important Notice for Renewal Policies

In an effort to keep your insurance premium as low as possible, we have streamlined your renewal policy. We have not included printed copies of policy forms and endorsements that have not changed from your expiring policy unless they include variable information that is unique to you.

Please refer to your prior policies for printed copies of these forms. If you desire copies, they are available upon request from your agent.

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Important Notice to Maryland Policyholders

Your claims history is a consideration in the continued eligibility and pricing of your commercial insurance and could be the basis for our decision to cancel or non-renew. We offer resources to help you maintain the safest workplace possible for your employees and customers. If you would like to learn more about our Loss Control services and resources, please contact your agent.

NI 00 26 01 17

Data Breach & Identity Recovery Services

Through a partnership with Hartford Steam Boiler, you have access to a data breach risk management portal called the eRisk Hub. The portal is designed to help you understand data information exposures, help you plan and be prepared for a data breach, and establish a response plan to manage the costs and minimize the effects of a data breach.

Key features of the portal include:

- **Incident Response Plan Roadmap** – Suggested steps your business can take following data breach incident; having an incident response plan prepared in advance of a breach can be useful for defense of potential litigation
- **Online Training Modules** – Ready-to-use training for your business on privacy best practices and Red Flag Rules
- **Risk Management Tools** – Assist your business in managing data breach exposures including self-assessments and state breach notification laws
- **eRisk Resources** – A directory to quickly find external resources on pre and post-breach disciplines



- **News Center** – Cyber risk stories, security and compliance blogs, security news, risk management events, and helpful industry links
- **Learning Center** – Best practices and white papers written by leading authorities

To access the eRisk Hub portal:

- Enter <https://www.eriskhub.com/nationwide.php> in your browser
- Complete the information, including your name and company; your User ID and Password are case-sensitive
- Enter your assigned access code: **12116-73**
- Enter the challenge word on the screen, and click "Submit" and follow the instructions to complete your profile setup
- You can now login to the portal

You also have access to a help-line to answer breach related questions. Insureds having questions pertaining to how to prepare for a breach, help in identifying a breach, or other questions pertaining to breach related best practices can call our breach preparedness help-line. Experienced professionals are able to provide insights to help insureds understand the complicated environment pertaining to breaches of personal information. The breach preparedness help-line is 877-800-5028.

In addition, you have the ability to purchase Data Compromise Insurance coverage and CyberOne Insurance coverage.

The Data Compromise coverage covers the costs incurred by an insured to respond to a data breach, including expenses related to forensic information technology review, legal review, notification to affected individuals, services to affected individuals, public relations services. Insureds will also have the ability to include Data Compromise Defense and Liability coverage which covers the liability from a suit brought by an individual affected by the data breach.

CyberOne coverage protects businesses against damage to electronic data and computer systems from a virus or other computer attack. It also protects a business's liability to third parties that may have suffered damage due to security weaknesses in the business's computer system.



Identity Recovery Services Information:

Through a partnership Hartford Steam Boiler, you will have access to a Toll-Free Identity Recovery Help Line designed to provide education about identity theft and identity theft risks. The toll-free Help Line is staffed by experienced identity theft counsellors who can answer questions and provide useful information and resources to identity theft victims. The Identity Recovery Help Line number is 877-800-5028.

In addition, you have the ability to buy Identity Recovery insurance coverage as an included element of Data Compromise coverage or separately, on its own. The Identity Recovery coverage insures against the theft of identities of the insured's key owners, officers, and resident family members. The coverage provides the services of an identity theft case manager and pays for various out-of-pocket expenses due to a covered identity theft, including:

- Legal fees for answer of civil judgments and defense of criminal charges
- Phone, postage, shipping fees
- Notary and filing fees
- Credit bureau reports
- Lost Wages and Child or Elder Care
- Mental Health Counseling costs (Not Available in NY)
- Miscellaneous Expense coverage

NI 00 35 01 17

CONSUMER REPORT INQUIRY NOTICE

Consumer reports, including credit history may have been ordered from a consumer reporting agency to underwrite and/or rate your insurance policy. You have the right to access this information and request correction of any inaccuracies. Your consumer reports, including your credit history are not affected in any way by our inquiry.

We are committed to respecting your privacy and safeguarding your personal information.

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NATIONWIDE ASSURANCE COMPANY
ONE WEST NATIONWIDE BLVD
COLUMBUS, OH 43215-2220
1-877 On Your Side
1 (877) 669-6877

RENEWAL

PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

COMMON DECLARATIONS

Policy Number: ACP BP013029792500
Named Insured: COURTHAVEN CONDOMINIUM INC
Mailing Address: 3600 CRONDALL LN STE 100
OWINGS MILLS, MD 21117-2233
Agency: R & G INSURANCE ASSOCIATES INC
Address: 7361 CALHOUN PL
STE 460
ROCKVILLE, MD 20855-2832
Agency Phone Number: (301) 762-8087
Producer: JOSHUA LANSBERG
Policy Period: Effective From 06-18-2022 To
06-18-2023
12:01 AM Standard Time at your
principal place of business



Premiums/Fees

Total Annual Premium	\$17,143.00
Total Policy Premium	\$17,143.00

Form of your business entity: Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations,
Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.



PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

COMMON DECLARATIONS

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

SCHEDULE OF NAMED INSURED

Named Insured:

COURTHAVEN CONDOMINIUM INC





PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Premises: 001 / **Building:** 001

Premises Address: 3922 ROLLING RD
PIKESVILLE, MD 21208-2311

Classification: Condominium Association - Residential -
Multiple Buildings At A Premises With 5
Or More Units - 5 Unit Or More

Construction Type: Joisted Masonry

Occupancy Type: Building Owner - Lessors risk

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".
Property Coverage is subject to a **\$10,000 Deductible**, unless otherwise stated.

Coverages	Deductible	Limit
Building	\$10,000	\$3,974,100
Replacement Cost		
Business Personal Property	\$10,000	\$26,600
Additional Coverages - The Coverage Form includes other Additional Coverages not shown		
Business Income		Included
Actual Loss Sustained		12 Months
Waiting Period		0 Hours
Ordinary Payroll		60 Days
Extended Period Of Indemnity		60 Days
Extra Expense		Included
Actual Loss Sustained		12 Months
Waiting Period		0 Hours
Equipment Breakdown	No Separate Deductible	Included
Building Automatic Increase Percentage		6%
Business Personal Property Automatic Increase Percentage		2.9%
Back Up Of Sewer And Drain Water		
Per Building Limit		\$100,000
Back Up Aggregate Limit		\$100,000
Appurtenant Structures - 10% of Building Limit of Insurance - Maximum \$50,000 any one structure		Included
Increased Cost of Construction		\$25,000

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Premises: 001 / Building: 001

Coverages	Deductible	Limit
Optional Coverages - Other frequently purchased coverage options		
Employee Dishonesty Per Occurrence		\$500,000
Ordinance Or Law Coverage		
Loss To The Undamaged Portion Of The Building (Coverage Equal To Building Limit)		Not Provided
Demolition Cost And Broadened Increased Costs Of Construction		Not Provided
Ordinance Or Law Broadened Coverage		\$250,000
Businessowners ADVANTAGE		
Blanket Additional Limit		\$500,000
Does Not Include Employee Dishonesty		
Windstorm/Hail Deductible	No Separate Deductible	

Optional Increased Limits	Included Limit	Additional Limit	Total Limit
Accounts Receivable	\$25,000		\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000		\$25,000
Forgery Or Alteration	\$10,000		\$10,000
Money And Securities			
Inside the Premises	\$10,000		\$10,000
Outside the Premises (Limited)	\$10,000		\$10,000
Outdoor Signs	\$2,500		\$2,500
Outdoor Trees, Shrubs, Plants And Lawns	\$10,000		\$10,000
Business Personal Property Off Premises			
Property Away From Premises	\$15,000		\$15,000
Property Away From Premises - Transit	\$15,000		\$15,000
Electronic Data	\$10,000		\$10,000
Interruption Of Computer Operations	\$10,000		\$10,000



PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Premises: 001 / Building: 001

Optional Increased Limits	Included Limit	Additional Limit	Total Limit
Computer Fraud And Funds Transfer	\$10,000		\$10,000

PROTECTIVE SAFEGUARDS

Based on information you and/or your agent provided, this premises has Protective Safeguards as identified below. A Protective Safeguards endorsement will be added to your policy based on this information, and you risk the loss of insurance if you fail to maintain, or knew or should have known of any suspension or impairment of any Protective Safeguard(s) identified below. Note that Protective Safeguard(s) must be: in place, operational, and maintained in good working order and you must notify us immediately (at Commercial Lines Service Center by calling (866) 322-3214) in the event of any known or planned disablement of any Protective Safeguard(s).

APPLICABLE PROTECTIVE SAFEGUARDS: **NOT APPLICABLE**

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Premises: 001 / **Building:** 002

Premises Address: 3926 ROLLING RD
PIKESVILLE, MD 21208-2315

Classification: Condominium Association - Residential -
Multiple Buildings At A Premises With 5
Or More Units - 5 Unit Or More

Construction Type: Joisted Masonry

Occupancy Type: Building Owner - Lessors risk

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".
Property Coverage is subject to a **\$10,000 Deductible**, unless otherwise stated.

Coverages	Deductible	Limit
Building	\$10,000	\$3,974,100
Replacement Cost		
Business Personal Property		Not Provided



Additional Coverages - The Coverage Form includes other Additional Coverages not shown

Business Income		Included
Actual Loss Sustained		12 Months
Waiting Period		0 Hours
Ordinary Payroll		60 Days
Extended Period Of Indemnity		60 Days
Extra Expense		Included
Actual Loss Sustained		12 Months
Waiting Period		0 Hours
Equipment Breakdown	No Separate Deductible	Included
Building Automatic Increase Percentage		6%
Business Personal Property Automatic Increase Percentage		Not Provided
Back Up Of Sewer And Drain Water		
Per Building Limit		\$100,000
Back Up Aggregate Limit		\$100,000



PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Premises: 001 / Building: 002

Coverages	Deductible	Limit
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Additional Coverages - The Coverage Form includes other Additional Coverages not shown

Appurtenant Structures - 10% of Building Limit of Insurance - Maximum \$50,000 any one structure		Included
Increased Cost of Construction		\$25,000

Optional Coverages - Other frequently purchased coverage options

Employee Dishonesty Per Occurrence		\$500,000
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Ordinance Or Law Coverage

Loss To The Undamaged Portion Of The Building (Coverage Equal To Building Limit)		Not Provided
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Demolition Cost And Broadened Increased Costs Of Construction		Not Provided
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Ordinance Or Law Broadened Coverage		\$250,000
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Businessowners ADVANTAGE

Blanket Additional Limit		\$500,000
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Does Not Include Employee Dishonesty

Windstorm/Hail Deductible	No Separate Deductible
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Optional Increased Limits	Included Limit	Additional Limit	Total Limit
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Accounts Receivable	\$25,000		\$25,000
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Valuable Papers and Records (At the Described Premises)	\$25,000		\$25,000
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Forgery Or Alteration	\$10,000		\$10,000
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Money And Securities

Inside the Premises	\$10,000		\$10,000
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Outside the Premises (Limited)	\$10,000		\$10,000
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Outdoor Signs	\$2,500		\$2,500
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Outdoor Trees, Shrubs, Plants And Lawns	\$10,000		\$10,000
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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Premises: 001 / Building: 002

Optional Increased Limits	Included Limit	Additional Limit	Total Limit
Business Personal Property Off Premises			
Property Away From Premises	\$15,000		\$15,000
Property Away From Premises - Transit	\$15,000		\$15,000
Electronic Data	\$10,000		\$10,000
Interruption Of Computer Operations	\$10,000		\$10,000
Computer Fraud And Funds Transfer	\$10,000		\$10,000

PROTECTIVE SAFEGUARDS

Based on information you and/or your agent provided, this premises has Protective Safeguards as identified below. A Protective Safeguards endorsement will be added to your policy based on this information, and you risk the loss of insurance if you fail to maintain, or knew or should have known of any suspension or impairment of any Protective Safeguard(s) identified below. Note that Protective Safeguard(s) must be: in place, operational, and maintained in good working order and you must notify us immediately (at Commercial Lines Service Center by calling (866) 322-3214) in the event of any known or planned disablement of any Protective Safeguard(s).



APPLICABLE PROTECTIVE SAFEGUARDS: **NOT APPLICABLE**



PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

LIABILITY DECLARATIONS

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Limits Of Insurance		Limit
Each Occurrence Limit of Insurance	Per Occurrence	\$1,000,000
Medical Payments Sub Limit	Per Person	\$5,000
Tenants Property Damage Legal Liability Sublimit	Per Covered Loss	\$300,000
Personal And Advertising Injury	Per Person Or Organization	\$1,000,000
Products-Completed Operations Aggregate Limit	All Occurrences	\$2,000,000
General Aggregate (Other Than Products-Completed Operations)	All Occurrences	\$2,000,000

Automatic Additional Insureds Status

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises
 Controlling Interest
 Grantor of Franchise or License
 Lessors of Leased Equipment
 Managers or Lessors of Leased Premises
 Mortgagee, Assignee or Receiver
 Owners or Other Interest from Whom Land has been Leased
 State or Political Subdivisions - Permits Relating to Premises

Liability Deductible	Deductible
None	

Optional Coverages	Deductible	Limit
Hired Auto Liability		Included
Non-Owned Auto Liability		Included
Directors & Officers With Non-Monetary Relief	Per Wrongful Act	\$1,000,000
	Aggregate Limit	\$1,000,000
Retroactive Date	06-18-2020	

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

LIABILITY DECLARATIONS

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

Optional Coverages	Deductible	Limit
Data Compromise Coverage		
Response Expense Limit	\$1,000 Deductible	\$100,000
Named Malware Sublimit (Sec. 1)		\$50,000
Forensic IT Review Sublimit		\$10,000
Legal Review Sublimit		\$10,000
PR Services Sublimit		\$5,000
Defense and Liability Limit	\$1,000 Deductible	\$100,000
Named Malware Sublimit (Sec. 2)		\$50,000
Identity Recovery Coverage		
Expense Reimbursement Limit		\$25,000
Lost Wages/Child Elder Sublimit		\$5,000
Mental Health Expense Sublimit		\$1,000
Miscellaneous Expense Sublimit		\$1,000
CyberOne Coverage		
Computer Attack Limit	Annual Aggregate	\$100,000
Deductible	\$10,000	
Data Re-Creation Sublimit		\$5,000
Loss of Business Sublimit		\$10,000
Public Relations Sublimit	Per Computer Attack	\$5,000
Network Security Liability Limit	Annual Aggregate	\$100,000
Deductible	\$10,000	





PREMIER BUSINESSOWNERS POLICY
HABITATIONAL

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

FORMS AND ENDORSEMENTS SUMMARY

Form Number	Title
PBDS01 01 18	Premier Businessowners Declarations
PB0002 01 18	Premier Businessowners Property Coverage Form
PB0006 01 17	Premier Businessowners Liability Coverages Form
PB0009 01 17	Premier Businessowners Common Policy Conditions
PB0008 01 17	Nuclear Energy Exclusion
PB0404 01 01	Hired Auto And Non-Owned Auto Liability
PB0412 01 01	Limitation Of Coverage To Designated Premises
PB0523 07 15	Cap on Losses from Certified Acts of Terrorism
PB0564 01 20	Conditional Exclusion of Terrorism Coverage
PB1478 01 17	Exclusion of Loss Due to By-products of Production or Processing Operations (Rental Properties)
PB1486 11 14	Communicable Disease Exclusion
PB1701 11 14	Condominium Association Coverage
PB2099 01 17	Businessowners ADVANTAGE
PB3701 11 14	Ordinance or Law Broadened Endorsement
PB4151 01 17	Directors and Officers Liability (Cooperatives Or Condominiums) With Non-Monetary Relief
PB5422 04 06	Amendment - Employee Dishonesty Optional Coverage - Condominium, Townhouse Or Homeowners Association
PB5805 11 14	Data Compromise Coverage
PB5807 11 14	Cyberone Coverage
PB5809 11 14	Identity Recovery Coverage
PB6200 01 17	Exclusion - Delivery Using Non-Owned Autos
PB9019 01 18	Maryland Amendatory Endorsement
PBAI02 01 01	Acknowledgement of Additional Insured Status Managers Or Lessors Of Premises

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PREMIER BUSINESSOWNERS POLICY
HABITATIONAL

Policy Number: ACP BP013029792500

Policy Period: From 06-18-2022 To 06-18-2023

IMPORTANT NOTICES

Form Number	Title
NI0062 01 21	Notice of Terrorism Insurance Coverage
NI0018 01 17	Flood Insurance Notice
NI9009 01 17	Information for Insureds Who Have Tenants
NI0004 01 17	Important Notice for Renewal Policies
NI0026 01 17	Important Notice to Maryland Policyholders
NI0035 01 17	Data Breach & Identity Recovery Services
NI0075 01 17	Consumer Report Inquiry Notice

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President.

Secretary

President

ACKNOWLEDGEMENT OF ADDITIONAL INSURED STATUS - MANAGERS OR LESSORS OF LEASED PREMISES

Person or Organization Designated as an Additional Insured:

TIDEWATER PROPERTY MANAGEMENT
3706 CRONDALL LANE SUITE 105
OWINGS MILLS, MD 21117-2243

Designated Premises (Part Leased to the Named Insured):

3922 ROLLING RD
PIKESVILLE, MD 21208-2311

This form has been sent to you to acknowledge your status as an additional insured under our, meaning the issuing Company stated below, insurance policy issued to the Named Insured shown below.

Under our Premier Businessowners Liability Coverage Form, Section II. WHO IS AN INSURED provides as follows:

Any of the following persons or organizations are automatically insureds when you [i.e. the Named Insured stated below] and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy providing general liability coverage.

Managers or Lessors of Leased Premises

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability arising out of your use of that part of the premises leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

The policy language set forth above is subject to all of the terms and conditions of the policy issued to the Named Insured shown below. For your information, our Named Insured, the Policy Number, Policy Term and Limits of Insurance are stated below.

Named Insured: COURTHAVEN CONDOMINIUM INC

Issuing Company: NATIONWIDE ASSURANCE COMPANY

Policy Number: ACP BP013029792500

Policy Term: 06-18-2022 To 06-18-2023

Limits of Insurance: Per Occurrence \$1,000,000
All Occurrences \$2,000,000

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INSURED COPY

MD 80822

ACKNOWLEDGEMENT OF ADDITIONAL INSURED STATUS - MANAGERS OR LESSORS OF LEASED PREMISES

Person or Organization Designated as an Additional Insured:

TIDEWATER PROPERTY MANAGEMENT
3706 CRONDALL LANE SUITE 105
OWINGS MILLS, MD 21117-2243

Designated Premises (Part Leased to the Named Insured):

3926 ROLLING RD
PIKESVILLE, MD 21208-2315

This form has been sent to you to acknowledge your status as an additional insured under our, meaning the issuing Company stated below, insurance policy issued to the Named Insured shown below.

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All Occurrences \$2,000,000



Courthaven Condominium Council of Unit Owners

Resolutions and Policies





Courthaven Condominiums

Baltimore, MD 21208

C/o Site Management, Inc. 2141 Industrial Parkway, #200 Silver Spring, Maryland 20904
Phone: 301-622-9300 ext 110 Fax: 301- 622-9301
sjenkins@siterealtygroup.com

IMPORTANT INFORMATION CONCERNING PARKING

Parking rules at Courthaven Condominium Association. The Board of Directors & Management has started receiving complaints regarding parking problems from residents who report that they are unable to park within close proximity to their unit because some residents with multiple vehicles park all of their vehicles close to their residence and commercial vehicles being parked on the property.

Following is important information related to the new-reserved parking system:

1. Cars that are illegally parked will be ticketed & towed at the owner's expense.
2. When there is a second violation by the same car or tag number, the resident reporting the violation should call the management company (Site Realty Group @ 410-653-9440 ext 110). Hopefully, with the cooperation of all residents, this action will not be required.

In addition to the rules, which are needed to implement proper parking, residents are expected to follow the parking rules contained in the by-laws:

1. No full size vans, trucks, boats or RV'S are to be parked in assigned spaces. These vehicles must be parked along the hill.
2. No vehicle should overhang the curb. A fine of \$25 will be levied for each occurrence for any vehicle obstructing pedestrian traffic on the sidewalk. Any vehicle longer than 17 feet should be parked in the overflow lot.
3. NO commercial work vehicles (taxi's work trucks, buses) can be parked on the property at any time.
4. No vehicles will be driven onto the turf/sidewalks without approval from the Property Manager. Unit owners will be responsible for any repairs to damaged curbs, sidewalks, turf and bushes caused by any vehicles driven on these areas. The Property Manager will oversee the repairs and submit the bill for the damages to the unit owner.
5. All vehicles must have current license plates or stickers and must be in operable conditions. Vehicles that are inoperable or do not display a license plate will be towed from the parking area at owner's expense.
6. Vehicles will be parked only within painted lines.
7. Only cars with handicapped designation may park in handicapped spaces.
8. No washing of any vehicles is permitted.
9. No car repairs will be performed within the regular parking lanes with the exception of required emergency repairs such as changing a flat tire, charging a dead battery, or some other minor required repair. No oil or antifreeze changes will be performed anywhere on the property.

Board members have tried to address all possible problems regarding parking in the community. We are aware that these changes will not meet with the approval of all residents, however, we ask for the cooperation of all residents. We thank you in advance for your cooperation.

Please keep this notice for future reference.

The Courthaven Condominium
Board of Directors

Courthaven Condominium Council of Unit Owners

Rules and Regulations



HEIDI BODENHEIMER COPY

COURTHAVEN CONDOMINIUM
HOUSE RULES AND REGULATIONS

Adopted June 20, 1984
Revised 1990 and 2005

1. Dog and cat owners are allowed one pet not to exceed forty (40) pounds adult weight. No dog or cat is permitted on the common elements unless it is leashed and under full control of the owner. Dog and cat owners are required to PICK UP their animal's litter on the common elements, especially in areas frequented by children and adults. Stakes and fastening devices (i.e. chains, ropes, etc.) found on the common elements may be confiscated without notice. Fastening a dog or cat to a fixed object (i.e. stake, column, tree, etc.) is expressly prohibited.
2. Children shall not loiter or play on the stairways, in the halls, in the parking lot, sidewalks, on the retaining wall, or near or in the drainage excavation pit behind building 3922. There are no children's playing facilities on the Courthaven property.
3. Occupants are to seal trash in plastic garbage bags and place them in the halls no earlier than 6 a.m. on the days trash is collected, which is every Monday, Wednesday, and Friday morning. Place trash bags near your door only, not under the stairwells.
4. Nothing shall be hung from the outside of the windows and/or window sills. No laundry shall be hung in or on patios and balconies.
5. No owner or occupant shall make or permit any disturbing noises in the building or on the premises by himself, his family, friends, tenants, servants, or pets. This also includes playing any instruments, radios, televisions, stereos, tape recorders or the like.
6. No vehicles other than automobiles and motorcycles may be parked upon the premises of the condominium. House trailers, commercial vehicles, boats, boat trailers, or snowmobiles are not permitted unless approval has been granted by the Board of Directors.
7. Outside cooking is strictly prohibited on any of the general or limited common elements (patios and balconies) except as permitted by law and approved by the Board of Directors.
8. No car washing is permitted on the common elements. Car washing materials promote parking lot deterioration.

9. No structural alterations, additions, or modifications of any unit, general common element or limited common element (including painting) shall be conducted without the Board of Director's approval of conformity and/or structural integrity.
10. Insects within and infestations immediately around units, that is, clovermites, beetles, roaches, waterbugs, spiders, bees, wasps, and millipedes are the affected owner's responsibility. All cases of termites are to be referred to the Board of Directors for decision.
11. All unit occupants shall park their cars in a straight, orderly manner with courtesy and respect for their neighbors' vehicles. The striped parking lot areas should be left free.
12. Co-owners who are determined to be responsible for damage, destruction, littering and/or impairment of the common elements will be assessed for the cost of enforcement and restoration; also the Board of Directors is responsible for liability determinations in each instance.
13. No owner or occupant shall put their names in any entry, passageway, vestibule, hall, door or stairway except in the proper place on the mailbox and buzzer-communicator.
14. Co-owners who lease or rent out their units must provide their tenants with a copy of the By-Laws and Rules and Regulations. Their lease or rental agreement must include a provision compelling the tenant to obey said By-Laws and rules or face eviction. A standard lease is available from Courthaven managing agents.
15. These house rules are by no means complete. Each occupant is expected to know all and abide by all rules set forth in the Courthaven Condominium By-Laws as well as the Rules and Regulations as listed above.

FINES

1. Fines shall be assessed to Co-owners in violation of these Rules and Regulations through the procedure outlined below:
 - a. Upon FIRST written complaint, a letter advising the responsible Co-owner will be sent requesting his/her compliance, as required in Section 11.113 Dispute Settlement Mechanism.
 - b. Upon SECOND written complaint, or an inspection determining that the condition still exists, the offending party will receive a second letter advising the consequences on non-compliance.

- c. Upon a **THIRD** written complaint or inspection, the **BOARD** will proceed with legal action to correct the situation.
- d. Co-owner found in violation after receiving a third written complaint will be subject to the fines listed below. In addition, the Co-Owner will be assessed for the costs borne by the Association to correct the violation and any legal costs incurred.

First Offense:	\$25.00
Second Offense:	\$50.00
Third Offense:	\$100.00
Fourth and Subsequent Offenses:	\$500.00