

Coldspring Community Association Inc

Articles of Incorporation



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Coldspring Community Association Inc

Budget



Annual Budget

Coldspring Community Association Inc

Year 2023



| | Amount |
|---|-------------------|
| Budget 2023 | |
| Revenue | |
| Revenue | |
| 4110 - Assessment Income | 198,334.29 |
| 41101 - Estimated Uncollectible Assessments | (10,000.00) |
| 411099 - Collections - Assessments | 32,400.00 |
| 4114 - Interest on Delinquent Account | 1,600.00 |
| 411499 - Collections - Fee Interest | 2,300.00 |
| 4115 - Collection Admin Fee | 800.00 |
| 411599 - Collections - Admin Reimb | 2,900.00 |
| 4130 - Large Component Inc | 54,923.63 |
| 4131 - Waldorf Reimb | 2,500.00 |
| 4189 - Office Expense Reimb | 7,500.00 |
| 4192 - Cottage Room Rental | 1,000.00 |
| Total: Revenue | 294,257.92 |
| Total: Revenue | 294,257.92 |
| Expense | |
| Expense | |
| Administrative | |
| 550200 - Mgmt Fee | 51,255.00 |
| 5504 - Tax/Audit Prep Fees | 4,000.00 |
| 550801 - Taxes/Misc Fees- Federal Income | 5,000.00 |
| 550802 - Taxes/Misc Fees - State Income Tax | 2,500.00 |
| 5510 - Professional Service | 400.00 |
| 551200 - Insurance Premium - General | 11,000.00 |
| 5520 - Legal-Collection | 6,000.00 |
| 5521 - Legal-General Matters | 10,000.00 |
| 5544 - Education/Misc Dues | 200.00 |
| 555302 - Event Expense | 2,500.00 |
| 556000 - Office Exp - Misc Admin/Expense | 7,500.00 |
| 556004 - Office Exp - Coupon | 1,100.00 |
| 556010 - Copier/Equip Repair | 2,500.00 |
| Total: Administrative | 103,955.00 |
| Utilities | |
| 5610 - Electric Expense | 4,500.00 |
| 5614 - Electric - Ballfield | 4,500.00 |
| 5635 - Telephone Expense | 4,500.00 |
| 5650 - Water/Sewer Expense | 13,000.00 |
| Total: Utilities | 26,500.00 |
| Operating | |
| 570204 - Grounds - Common Area Maint. | 8,000.00 |
| 570206 - Grounds - Landscape Enhancemnt | 6,500.00 |
| 5730 - Snow Removal Exp. | 20,000.00 |
| 5746 - Janitorial Supplies | 2,000.00 |
| 577002 - Site Maint - Building Maint. Rep | 2,500.00 |
| 577010 - Site Maint - Exterminating | 800.00 |
| 577028 - Site Maint - Electric Repairs | 2,500.00 |
| 577110 - Contract - Lawn Maint | 24,500.00 |
| 584006 - Security | 58,760.00 |
| 5896 - Reserve Study Expense | 3,500.00 |
| Total: Operating | 129,060.00 |
| Reserve Transfer | |
| 592000 - Rsv Transfer - General Replacement | 34,742.92 |
| Total: Reserve Transfer | 34,742.92 |

Annual Budget

Coldspring Community Association Inc

Year 2023



Total: Expense
Total: Expense

| Amount |
|------------|
| 294,257.92 |
| 294,257.92 |

Coldspring Community Association Inc

Bylaws





**COLDSRING COMMUNITY ASSOCIATION, INC.
BY-LAWS**

**ARTICLE I
NAME**

The name of the Corporation shall be "Coldspring Community Association, Inc."

**ARTICLE II
PURPOSES**

The purposes of the Corporation shall be as set forth in the Charter of the Corporation.

**ARTICLE III
MEMBERSHIP**

Membership in the Corporation shall be limited to the members of the Board of Directors of the Corporation as duly chosen and qualified from time to time, and a member of the Corporation shall be member-director. Membership in the Corporation will terminate upon termination of membership on the Board of Directors. All rights and powers of members of the Corporation may be exercised by the Board of Directors. Any reference to a director of the Corporation in the By-laws shall be deemed to refer equally to a member of the Corporation, and any reference to a member of the Corporation shall be deemed to refer equally to a director of the Corporation.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. **Powers.** The business and affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors may exercise all the powers of the Corporation as are conferred upon it by its Charter or By-laws.

Section 2. **Number of Directors.** Until the Final Completion Date, as that term is defined in Article Seventh (1) of the Charter, the number of directors shall be as set forth in Article Seventh (1) of the Charter. Thereafter, the number of directors shall be determined by the Board of Directors, provided that such number shall never be less than three (3) nor more than sixteen (16).

Section 3. Election of Directors.

(a) The Original Class I Directors and the initial Class II Directors of the Corporation shall be as designated in Article Seventh of the Charter.

(b) Until the Final Completion Date, and subject to the provisions of Article Seventh (4) of the Charter, as each five hundred (500) Units in Coldspring are sold, leased, or otherwise disposed of, the Residents of such five hundred (500) Units shall elect a Class I Director from among themselves who shall continue to hold office until the next Annual Residents Meeting, as hereinafter provided in Article V of these By-laws. Within thirty (30) days after the sale, lease or other disposition of each such five hundred (500) Units, the Secretary of the Corporation shall send to the Residents of each such Unit, written notice of a Special Residents Meeting to be held on a date selected by the Board of Directors, which shall be not less than thirty (30) nor more than forty-five (45) days, after the date of such notice; stating the time and place thereof; and setting forth the procedures for nominations as contained in Article IV, Section 3(e) of these By-laws. Each such Unit shall be entitled to one vote for the director to be elected at such Special Residents Meeting, such vote to be exercised by the Residents thereof in the manner set forth in Article Seventh (5) of the Charter. No Resident may cast a vote by proxy. The presence of twenty-five (25) Residents entitled to vote at such Special Residents Meeting shall be sufficient to constitute a quorum thereat, and the vote of a majority of such Residents present at a Special Residents Meeting at which a quorum is present shall bind such Residents.

(c) At each Annual Residents Meeting prior to the Final Completion Date, all Residents of Coldspring on the record date for such Meeting established by the Board shall be entitled to elect, on an at-large basis, the number of Class I Directors which they are then entitled to elect under Article Seventh of the Charter.

(d) After the Final Completion Date, there shall be one Class of directors, and the Residents shall elect the directors on an at-large basis.

(e) Any Resident seeking election to the Board of Directors of the Corporation may be nominated by delivering to the Secretary of the Corporation at least fifteen (15) days prior to the date of the Annual Residents Meeting or Special Residents Meeting, as the case may be, a written petition signed by the Residents of at least ten (10) Units (as that term is defined in Article Seventh (5) of the Charter), who are entitled to vote at such Meeting. The Secretary of the Corporation shall then prepare a written ballot containing the names of those Residents so nominated, which he shall post in one or more conspicuous places on the premises of Coldspring at least seven (7) days prior to the date of such Annual Residents Meeting or Special Residents Meeting, and which shall be distributed to all Residents attending such Meeting and entitled to vote thereat. This shall constitute the official ballot, and there shall be no nominations from the floor.

Section 3A. Removal. Any Director appointed by the Commissioner or acting Commissioner of the Department of Housing and Community Development of Baltimore City (or such other official of the City then exercising the powers now held by said Commissioner) may be removed at the pleasure of said Commissioner or other official exercising the powers now held by said Commissioner. Any Director appointed by Coldspring New Town Corporation or its successors or assigns then holding development rights in Coldspring pursuant to a Disposition Agreement may be removed at the pleasure of Coldspring New Town Corporation or its successors or assigns as aforesaid."

Section 4. Vacancies. Except as otherwise provided in Paragraph 6 of Article Seventh of the Charter, any vacancy occurring in the Board of Directors may be filled from among the Residents by a majority of the remaining members of the Board of Directors entitled to vote thereon, even if such majority is less than a quorum. A director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next Annual Residents Meeting or until his successor is elected and qualified.

Section 5. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Board of Directors by vote at a meeting, or in writing with or without a meeting. Such special meetings shall be held at such place or places within or without the State of Maryland as may be designated from time to time by the Board of Directors. In the absence of such designation, such meetings shall be held at such places as may be designated by the President of the Corporation.

Section 7. Notice of Meeting. Notice of the place, day and hour of every regular and special meeting shall be given to each director five (5) days (or more) before the meeting by telephone, by delivering the same to him in writing personally, by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice seven (7) days (or more) before the meeting, postage prepaid and addressed to him at his last known post office address, according to the records of the Corporation. Unless required by these By-laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the Charter or by the By-laws otherwise provided, the vote at a duly constituted meeting of a majority of all of the directors shall be sufficient to elect and pass any measure. In the absence of a quorum, the directors present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. Compensation. By resolution of the Board of Directors, expenses of attendance, if any, may be allowed to directors for attendance at each regular or special meeting of the Board of Directors

or of committees thereof, but directors as such shall not receive any other compensation for their services. A director who serves the Corporation in any other capacity, however, may receive compensation therefor.

Section 10. **Informal Action by Directors.** Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board.

Section 11. **Informal Action by Committees.** Any action required or permitted to be taken at any meeting of any committee of the Board of Directors, subject to the limitations of Article VI hereof, may be taken without a meeting, if a written consent to such action is signed by all members of the committee, and such written consent is filed with the minutes of proceedings of such committee.

ARTICLE V RESIDENTS

Section 1. **Definition.** Residents shall be as defined in Article Seventh (5) of the Charter of the Corporation.

Section 2. **Annual Residents Meeting.** The Annual Meeting of the Residents shall be held at a place fixed by the Board of Directors of the Corporation on the second Tuesday of the month of June of each year, beginning in 1979 for the sole purpose of electing any directors of the Corporation whom the Residents are entitled to elect in accordance with the Charter.

Section 3. **Record Date.** The Board of Directors shall set a record date not more than thirty (30) days nor less than fifteen (15) days prior to each Annual Residents Meeting for the purpose of determining the eligibility of Residents to vote thereat.

Section 4. **Notice of Annual Residents Meeting.** Notice of the Annual Residents Meeting shall be given at least fifteen (15) days prior to the date of such meeting by being posted in one or more conspicuous places on the premises of Coldspring. Such notice shall state the date, time and place of such meeting and the record date thereof.

Section 5. **Quorum.** The presence in person of at least fifty (50) Residents shall be sufficient to constitute a quorum of any Annual Residents Meeting.

Section 6. **Voting.** Each Unit, as that term is defined in Article Seventh (5) of the Charter, shall be entitled to one (1) vote for each director to be elected at the Annual Residents Meeting, or any other action to be taken thereat, to be exercised by the Residents in the manner set forth in Article Seventh (5) of the Charter. No Resident may cast a vote by proxy, and the vote of a majority of the Residents present at an Annual Resident Meeting at which a quorum is present shall bind the Residents. There shall be no cumulative voting.

Section 7. **Presiding Officer.** The President of the Corporation, or in his absence, the Vice President, shall preside at the Annual Residents Meeting.

ARTICLE VI COMMITTEES

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

ARTICLE VII OFFICERS

Section 1. **Executive Officers.** The Board of Directors may choose from among the directors a President, a Vice President, a Secretary and a Treasurer. No two offices may be held by the same person. Each such officer shall hold office until the first meeting of the Board of Directors after the Annual Residents Meeting next succeeding his election, or until his successor shall have been duly chosen and

qualified, or until he shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

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

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

Section 4. **Secretary.** The Secretary shall keep the minutes of the meetings of the members, of the Board of Directors and of any committees, in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the By-laws or as required by law; he shall be custodian of the records of the Corporation; he shall see that the corporate seal is affixed to all documents the execution of which, on behalf of the Corporation, under its seal, is duly authorized, and when so affixed may attest the same; and in general he shall perform all duties incident to the office of a secretary of a corporation, and such other duties as, from time to time, may be assigned to him by the Board of Directors or the President.

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

Section 6. **Subordinate Officers.** The Board of Directors may from time to time appoint such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and perform such duties as the Board of Directors may, from time to time, authorize.

Section 7. **Compensation.** The Board of Directors shall have power to fix the compensation of all officers of the Corporation. It may authorize any committee or officer, upon whom the power of appointing subordinate officers may have been conferred, to fix the compensation of such subordinate officers.

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

ARTICLE VIII FINANCE

Section 1. **Checks, Drafts, Etc.** All checks, drafts and orders for the payment of money, notes and other evidence of indebtedness, issued in the name of the Corporation, shall unless otherwise provided by resolution of the Board of Directors, be signed by the President or a Vice President and countersigned by the Treasurer or Secretary.

Section 2. **Annual Reports.** There shall be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding calendar year, which shall be filed within one hundred twenty (120) days after the end of each fiscal year of the Corporation at the principal office of the Corporation in this State. Such statement shall be prepared

by such executive officer of the Corporation as may be designated by the Board of Directors. If no other executive officer is so designated, it shall be the duty of the President to prepare such statement.

Section 3. **Fiscal Year.** The fiscal year of the Corporation shall be the twelve (12) calendar month period ending December 31 of each year, unless otherwise provided by the Board of Directors.

ARTICLE IX SUNDRY PROVISIONS

Section 1. **Seal.** The Board of Directors shall provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 2. **Bonds.** The Board of Directors may require any officer, agent or employee of the Corporation to give a bond to the Corporation, conditioned upon the faithful discharge of his duties, with one or more sureties and in such amount as may be satisfactory to the Board of Directors.

Section 3. **Voting Upon Shares in Other Corporations.** Any shares in other corporations or associations, which may from time to time be held by the Corporation, may be voted at any meeting of the shareholders thereof by the President or Vice President of the Corporation or by proxy or proxies appointed by the President or one of the Vice Presidents of the Corporation. The Board of Directors, however, may by resolution appoint some other person or persons to vote such shares, in which case such person or persons shall be entitled to vote such shares upon the production of a certified copy of such resolution.

Section 4. **Amendments.** Any and all provisions of these By-laws may be altered or repealed and new By-laws may be adopted at any regular or special meeting of the Board of Directors by the vote of a majority of the entire Board of Directors, provided that actual notice thereof shall have been given with the notice of any such meeting.

Coldspring Community Association Inc

Bylaws - Amendment



**COLDSRING COMMUNITY ASSOCIATION, INC.
AMENDED AND RESTATED BY-LAWS**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Coldspring Community Association, Inc., hereinafter referred to as the "Corporation". The principal office of the Corporation shall be at 4800 Tamarind Road, Baltimore, Maryland 21209, but meetings of members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. Articles. "The Articles" shall mean and refer to the Amended and Restated Articles of Incorporation adopted by the Board of Directors on November 1, 2006 as they may from time to time be amended.

Section 2. Affiliate. "Affiliate" shall mean and refer to (a) any natural person or any legal person who, with respect to any Tenants Association which under these By-laws has the right to select Directors, owns the Elderly Housing Facility or Multi-Family Property (other than a Cooperative Project) to which such Tenants Association pertains; (b) any corporation, partnership, trust or other person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person; (c) any officer, director or trustee of such person; and (d) any stockholder of such person who owns at least twenty-five percent (25%) or more of any class of voting securities of such person.

Section 2. Corporation. "The Corporation" shall mean and refer to Coldspring Community Association, Inc., a Maryland non-profit corporation, its successors and assigns.

Section 3. Coldspring. "Coldspring" shall mean and refer to the Coldspring Community (developed under and by virtue of the Coldspring Urban Renewal Plan and subsequent amendments, by Ordinance No. 242, approved January 8, 1973 by the Mayor & City Council of Baltimore), specifically including at the present time the Coldspring Condominiums, the Woodlands, Ruscombe Gardens, and Park View, and which may at later times include residents of new residential construction in areas subject to Ordinance No. 242, as amended.

Section 4. Common Area. "Common Area" shall mean all real property owned by the Corporation for the common use and enjoyment of the members of the Corporation.

Section 5. Declaration. "The Declaration" shall mean the Coldspring Community Association, Inc. Agreement and Declaration of Covenants, Easements, Charges and Liens made July 19, 1978 by between Coldspring New Town Corporation and the Mayor and City Council of Baltimore and the Corporation. This definition shall embrace all amendments to the Declaration unless otherwise indicated.

Section 6. Dwelling Unit. "Dwelling Unit" shall mean each Permanent Improvement or portion thereof which provides living facilities for one Family. It specifically includes but is not limited to condominium Units, separate homes within the Woodlands, and apartments in Elderly Housing Facilities, as defined herein, and would include apartments in apartment houses, were any such facilities later built in Coldspring.

Section 7. Elderly Housing Facility. "Elderly Housing Facility" shall mean and refer to a "Convalescent, Nursing or Rest Home" or "Housing for the Elderly," as such terms are defined in the Zoning Ordinance of Baltimore City (regardless of the zoning status of the Parcel of which such facility is a part).

Section 8. Family. "Family" shall mean and refer to any number of individuals lawfully living together as a single housekeeping unit and, except in Elderly Housing Facilities, doing their cooking on the premises.

Section 9. Multi-Family Property. "Multi-Family Property" shall mean and refer to a Parcel containing two or more Dwelling Units, including but not limited to a "Cooperative Project" as such term is defined in Section 5-6B-01 of Maryland Annotated Code, Corporations and Associations.

Section 10. Owner. "Owner" shall mean and refer to the person, firm, corporation, trustee, or other legal entity, or combination thereof, holding record title to a Parcel within the Property, as said Parcel is now or may from time to time hereafter be established, either in his, her or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenants in co-partnership, if the Parcel is held in such real property tenancy or partnership relationship. If more than one person holds the record title to any Parcel, whether in a real property tenancy, partnership relationship or otherwise, each such person shall be deemed an Owner, and as such, shall be eligible to serve on the Board of Directors. The term "Owner" shall include any contract seller, but shall not include any contract purchaser, as such, nor shall it include any mortgagee, as such.

Section 11. Owners Association. "Owners Association" shall mean and refer to any homeowners association, council of unit owners (of a condominium) or cooperative housing corporation governing at least ten (10) Dwelling Units.

Section 12. Parcel. "Parcel shall mean and refer to each portion of the Property which is less than the whole thereof and which (a) is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by the State of Maryland and/or Baltimore city, or (b) is exempt from State and City real estate taxes, but is shown as a lot

or other type of separate parcel (such as "open space") on a subdivision plat recorded among the Land Records of Baltimore City. A Parcel may consist of land, Permanent Improvements, and/or other improvements, and a Parcel may be a condominium unit or cooperative apartment.

Section 13. Property. "The Property" shall mean and refer to the entire area described in the Property Description made Exhibit 1 and platted in Exhibit 2 to the Property Disposition Agreement by and between Coldspring New Town Corporation and the Mayor and City Council dated June 4, 1975, and recorded in the Land Records of Baltimore City at Liber 3240, Folio 688 *et seq.*, whether or not this meaning accords with the meaning of "Property" as defined in the Declaration.

Section 14. Resident. "Resident" shall mean and refer to (a) each Owner or Tenant actually residing on any part of the Property, (b) each person actually residing in the same household with such Owner or Tenant; and (d) each person actually residing within any Elderly Housing Facility.

Section 15. Tenants Association. "Tenants Association" shall mean and refer to any incorporated or unincorporated tenants' organization having as its members a majority of the tenants in any Multi-Family Property containing at least ten (10) Dwelling Units, except that the cooperative housing corporation governing a Cooperative Project shall constitute an Owners Association.

Section 16. Terms Defined in Declaration. The following terms to the extent used in these By-Laws shall have the same meaning as set forth in the Declaration, excluding amendments to the Declaration subsequent to the date of adoption of these By-Laws, unless otherwise specifically stated: "Board," "Declarant," "Property," "Resident," "Restrictions," "Structure," "Tenant," and "Unit." The term "Owner" shall have only the meaning defined hereinabove.

ARTICLE III MEMBERSHIP

Section 1. Membership. The members of the Corporation shall be the Directors during their term of office as Directors. No member shall receive any compensation for serving as a member.

ARTICLE IV BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors. The powers of the Board of Directors shall be those set forth in the Articles.

Section 2. Number, Classes and Tenure. The number of Directors of the Corporation shall be not fewer than eight (8) nor more than sixteen (16), except as otherwise provided in the Articles, and in no event shall be fewer in number than the minimum required by the Maryland General Corporation Law. The Directorships shall be divided into classes, and the number of Directors within each class shall be determined as follows:

a) There shall be two (2) Class I Directors, both of whom shall represent the Council of Unit Owners of Coldspring Stage 1A Condominium.

b) There shall be two (2) Class II Directors, both of whom shall represent the Council of Unit Owners of Coldspring Stage 1B Condominium

c) There shall be two (2) Class III Directors, both of whom shall represent the Woodlands Community Association, Inc.

d) There shall be one (1) Class IV Director, who shall represent the Ruscombe Gardens Tenants Association.

e) There shall be one (1) Class V Director, who shall represent the Park View Tenants Association.

As each additional Owners and/or Tenants Association is established upon the Property, a separate class of Directors shall automatically be established for each such Owners and/or Tenants Association. Each Director in a new class shall be a natural person who is (a) an Owner or Resident of a Dwelling Unit governed by the Owners Association represented by such class, or (b) an Affiliate of any such Association. Each Owners Association for whom a new class is established governing fewer than one hundred (100) Dwelling Units shall be represented by one (1) director, and each Owners association for whom a new class is established governing one hundred (100) or more Dwelling Units shall be represented by two (2) Directors. Each Tenants Association governing a Multi-Family Property containing up to and including one hundred ninety-nine (199) or more Dwelling Units shall be represented by a one (1) Director. Each Tenants Association governing a Multi-Family Property containing two hundred (200) or more Dwelling Units shall be represented by two (2) Directors. Each Director shall serve until the next annual meeting of Directors and until his or her successor is designated and qualifies, whichever is later.

Section 3. Designation. On or before December 31 of each year, each Owners and or Tenants Association shall submit to the Secretary of the Corporation one designation for each Director position afforded to such Owners and/or Tenants Association. If one or more vacancies shall arise in any class of Directors for any reason (such as the initial creation of such class, or the death, resignation or removal of a director within such class), the Owners and/or Tenants Association for which such class of Directors has been established shall submit to the Secretary of the Corporation a designation for each vacant Director position within such class.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Board. Any Director whose removal is being considered by the members shall be given an opportunity to be heard at this meeting; however, the Director will not be deemed a member for purposes of determining the existence of a quorum at the removal proceedings. Voting by proxy shall not be allowed for removal proceedings. Additionally, a Director may be removed, with or without cause, by the Owners and/or Tenants Association which designated such Director to the Directorship he or she holds. Any person removed as a Director shall also be deemed to be removed as a Member of the Corporation at the same time.

ARTICLE V DIRECTORS' MEETINGS

Section 1. Annual Meetings. An annual meeting of the Board of Directors shall be held in January of each year on a date, time and place to be determined by the Board of Directors. The first order of business shall be the delivery and receipt of the report of the President specified in Article X, Section 8 hereof. The second order of business shall be the election of new Officers. The annual meeting may then transact such other business as is deemed advisable by the Board of Directors.

Section 2. Regular Meetings. The Board of Directors may provide, by resolution, the time and place within the State of Maryland, for the holding of Regular meetings of the Board of Directors. Each Director shall be notified of the time and place of such regular meetings in accordance with the requirements of the Maryland Homeowners Association Act.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or by a majority of the Directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix any place within the State of Maryland as the place for holding any special meeting of the Board of Directors called by them. Notice of any special meeting shall be given by written notice delivered personally, telecopied, e-mailed, or mailed to each Director at his or her business or residential address or telecopier number, as the case may be. Personally delivered, e-mailed, or telecopied notices shall be given at least five days before the meeting. Notice by mail shall be given at least five days before the meeting. If mailed, the notice shall be deemed to be given when deposited in the United States mail properly addressed, with postage thereon prepaid. If given by telecopy, the notice shall be deemed to be given when the telecopy is transmitted to the proper telecopier number. If given by e-mail, notice shall be deemed to be given when transmitted, unless notice is subsequently received at the transmitting computer that the message was not delivered. Neither the business to be transacted at, nor the purpose of, any annual, regular, or special meeting of the Board of Directors need be stated in the notice, unless specifically required by statute or these By-laws.

Section 4. Notices. Notice may be waived in writing by the affected Director, and attendance of any Director at a meeting shall constitute a waiver of notice of the meeting, except where the Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5. Telephone Meetings. Members of the Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participating in a meeting by these means shall constitute presence in person at the meeting.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent or approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A meeting adjourned for lack of a quorum may be reconvened at a later date, and those present at that meeting shall constitute a quorum. The Directors present at a meeting which has been duly called and convened with a quorum may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum. Business not on the agenda cannot be conducted without a quorum.

Section 8. Voting. The action of the majority of the Directors present at a meeting at which a quorum is present shall be the action of the Board of Directors, unless the concurrence of a greater proportion is required by the Articles, the Declarations, or a statute.

Section 9. Compensation. No Director shall receive compensation for any service he may render to the Corporation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VII COMMITTEES

Section 1. Number, Tenure and Qualifications. The Board of Directors may appoint from among its members an Executive Committee and other committees, composed of two or more Directors, to serve at the pleasure of the Board of Directors.

Section 2. Meetings. A majority of the members of a committee shall constitute a quorum for transaction of business at any meeting of such committee. In the absence of

any member of a committee, the members thereof present at any meeting of the committee, whether or not they constitute a quorum, may appoint a Director to act in the place of the absent member.

Section 3. Telephone Meetings. Members of a committee of the Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting.

Section 4. Informal Action by Committees. Any action required or permitted to be taken at any meeting of a committee of the Board of Directors may be taken without a meeting, if a written consent to the action is signed by each member of the committee and the written consent is filed with the minutes of proceedings of such committee. Committees may not enter into any contractual relationship or encumber funds without the approval of the Board of Directors.

ARTICLE X OFFICERS

Section 1. Election. The Officers of the Corporation shall be elected annually by the Board of Directors at each annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting such election shall be held as soon thereafter as may be convenient. Each Officer shall hold office until his or her successor is elected and qualifies or until his or her death, resignation or removal in the manner hereinafter provided. Any two or more offices except President and Vice President may be held by the same person. Election or appointment of an Officer or agent shall not of itself establish contract rights between the Corporation and such Officer or agent.

Section 2. Removal and Resignation. Any Officer or agent of the Corporation may be removed by the Board of Directors if in its judgment the best interests of the Corporation would be served thereby, but the removal shall be without prejudice to the contract rights, if any, of the person so removed. Any Officer of the Corporation may resign at any time by giving written notice of his or her resignation to the Board of Directors, the President or Secretary. Any resignation shall take effect at the time specified therein or, if the time when it shall become effective is not specified therein, immediately upon its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise stated in the resignation.

Section 3. Vacancies. A vacancy in any office may be filled by the Board of Directors for the balance of the term.

Section 4. President. The President shall preside at all meetings of the Board of Directors; shall in general supervise and control all of the business and affairs of the Corporation; shall see that orders and resolutions of the Board and the membership are

carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall perform any other duties as may be prescribed by the Board of Directors from time to time.

Section 5. Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Section 6. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the committees; keep the corporate seal of the Corporation and affix it on all paper requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Corporation together with their addresses; and shall perform such other duties as required by the Board. The Secretary may delegate any or all of these tasks to the Corporation's Management Agent.

Section 7. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual budget audit of the Corporation's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership annually, and deliver a copy of each to the members. All or a part of the above-described duties of the Treasurer may be delegated to the Corporation's accountant or Management Agent.

Section 8. Annual Report. The President or other executive officer of the Corporation shall prepare or cause to be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a statement of the results of operations for the preceding fiscal year, which shall be submitted at the annual meeting of the Board and filed within twenty (20) days thereafter at the principal office of the Corporation in the State of Maryland.

ARTICLE XI CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any Officer or agent to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

Section 2. Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the Officer or Officers, agent or agents of the Corporation and in such manner who shall from time to time be designated by the Board of Directors.

Section 3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time in the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may designate. The moneys of the Corporation shall be deposited in interest bearing accounts or savings certificates at those banks or depositories which from time to time are designated by the Board of Directors, or invested in those bonds, securities or investments which are authorized by the vote of a majority of the Directors attending any meeting at which a quorum of Directors is present. Income may be deposited, pending disposition, in any checking accounts which the Board of Directors authorizes from time to time. Disposition of the principal amount of any deposits or investments may be authorized only by the affirmative vote of the majority of all of the Directors. No funds of the Corporation may be distributed except for the purposes, and subject to the restrictions, set forth in the Articles.

ARTICLE XII CORPORATE SEAL

Section 1. Seal. The seal of the Corporation shall be circular in form with the name of the Corporation and "Maryland" inscribed around the outer edge, and in the center shall be inscribed "Incorporated" and the year of incorporation of the Corporation. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 2. Affixing Seal. Whenever the Corporation is required to place its corporate seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a corporate seal to place the word "(SEAL)" adjacent to the signature of the person authorized to execute the document on behalf of the Corporation.

ARTICLE XIII AMENDMENTS

Section 1. Amendment. These By-Laws may be amended at any regular or special meeting of the members by a vote of a majority of members present (in person or by proxy) and voting, except that no amendment diminishing or eliminating the number of Directors in a class can be enacted without the affirmative vote of all of the Directors of such class then in office, unless the Condominium, Elderly Housing Facility, Multi-Family Property, or other structure represented by an Owners Association or Tenants Association, as the case may be, which designates the Director or Directors in the affected class ceases to exist or ceases to contain at least ten (10) Dwelling Units in which Residents actually reside.

Section 2. Record. Any amendment effected as described in Section 1 shall become effective when both recorded in the Minutes of the meeting at which the amendment was enacted and reflected by insertion of the amended text in an official copy of the By-laws maintained by the Secretary. Any amendment enacted shall be

incorporated verbatim into the next publication of the complete By-laws, whenever such publication occurs.

Section 3. No By-Laws amendment may be enacted conflicting with the provisions of the Articles and the Declaration.

ARTICLE XIV INTERPRETATION

Section 1. Conflicts. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV FISCAL YEAR

Section 1. Year. The fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December of every year.

The foregoing are certified as the By-laws of the Corporation adopted by the Board of Directors on November 1, 2006.


Secretary

0005218a.wpd

Coldspring Community Association Inc

Certificate of Insurance





AGENCY CUSTOMER ID: COLDCOM-01

VBOSTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

| | | | |
|--|-----------------------------|--|--|
| AGENCY Schoenfeld Insurance Associates, Inc. | | NAMED INSURED Coldspring Community Assoc Inc c/o American Community Mgmt 1099 Winterson Road, #200 Linthicum Heights, MD 21090 | |
| POLICY NUMBER SEE PAGE 1 | | EFFECTIVE DATE: SEE PAGE 1 | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | | |

ADDITIONAL REMARKS

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

Certificate of Liability Remarks**Additional Insurance Information:**

Fidelity Bond Policy: Policy # 30BDDHP9759 Eff. 5/10/22 - 5/10/23 Limit: \$405,000 Issued by The Hartford Insurance

Coldspring Community Association Inc

Declaration-CC&Rs



639

(3)

**COLDSRING COMMUNITY ASSOCIATION, INC.
AGREEMENT AND DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS**

THIS AGREEMENT AND DECLARATION, made this 17th day of July 1978, by and between COLDSRING NEW TOWN CORPORATION, a Connecticut corporation (hereinafter referred to as "Declarant"); MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland (hereinafter called "City"), acting by and through the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; and COLDSRING COMMUNITY ASSOCIATION, INC., a Maryland non-stock corporation (hereinafter referred to as "CCA").

WHEREAS, the City is the owner of the fee simple interest in certain land in Baltimore City known as "Coldspring", which land is hereinafter called the "Property" and is subject to an Urban Renewal Plan adopted by the City in Ordinance No. 242, approved January 2, 1973, as amended (hereinafter called the "Urban Renewal Plan"); and

4756

WHEREAS, Declarant is the chosen developer of the Coldspring Project, pursuant to a Disposition Agreement with the City relating thereto, which Agreement is dated June 4, 1975, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 3240, folio 688 ff. (hereinafter called the "Disposition Agreement"), and which Agreement contains a metes and bounds description of the Property as Exhibit I thereto; and
1 LOT

WHEREAS, Declarant intends to develop Coldspring as a comprehensive development affording well-planned residential, commercial, industrial, recreational and institutional buildings and facilities and open spaces and areas all in accordance with the Urban Renewal Plan; and

WHEREAS, the Disposition Agreement provides in Article I for conveyance of the Property to Declarant in stages, from time to time; and

WHEREAS, City and Declarant desire to subject each stage of the Property, as it is conveyed by the City to Declarant (or to others designated by Declarant) pursuant to the Disposition Agreement, to the covenants, easements, charges and liens imposed hereby in order (i) to provide funds for use as specified in Article IV hereof, and (ii) to grant rights, easements and privileges relating to the use of certain facilities, subject to the conditions set forth herein and subject to the limitations of Section 1.01(20); and

WHEREAS, City and Declarant have caused CCA to be formed for the purposes set forth in its Charter and for the purpose of providing a non-profit civic organization to serve as the representative of the Owners and Residents with respect to the assessment, collection and application of all charges imposed hereunder; the enforcement of all covenants contained herein and all liens created hereby; and the creation, ownership, operation, management and maintenance of the facilities and services referred to hereafter;

WHEREAS, the within instrument is the "Declaration" referred to in the Articles of Incorporation of CCA; and

NOW, THEREFORE, THIS AGREEMENT AND DECLARATION, WITNESSETH: that for and in consideration of the premises, Declarant and City do hereby establish and impose upon the Property, as defined and limited by Section 1.01(20) hereof, the covenants, restrictions, easements, charges, assessments and liens hereinafter set forth, which it is hereby covenanted and agreed shall be binding upon (i) CCA, its successors and assigns, (ii) the Declarant and its successors and assigns, (iii) the City, and its successors and assigns, and (iv) the Property, to the end that such covenants, restrictions, easements, charges, assessments and liens shall run with, bind and burden the Property, in perpetuity, or for such shorter period of time as may be hereinafter specified:

**ARTICLE I
DEFINITIONS**

Section 1.01. The following words, phrases or terms when used herein shall have the following meanings:

(1) "Architectural Committee" shall mean and refer to that person or group of persons provided for in Section 7.04 hereof.

(2) "Assessable Property" shall mean and refer to the entire Property and any improvements thereon, except such part or parts thereof as may from time to time constitute "Exempt Property", as hereinafter defined.

(3) "Association" shall mean and refer to Coldspring Community Association, Inc., (herein referred to as "CCA") its successors and assigns.

(4) "Board" shall mean and refer to the Board of Directors of CCA.

(5) "CCA Board" shall mean and refer to the Board of Directors of CCA.

(6) "CCA Charter" shall mean and refer to the Articles of Incorporation of CCA.

(7) "CCA Land" shall mean and refer to such part of the Property as may at any time hereafter be owned by CCA (or a "Successor Corporation" as defined in Section 7.04 hereof) for so long as CCA (or such Successor Corporation) may be the owner thereof, whether in fee simple or leasehold.

(7A) "Declarant" shall mean Coldspring New Town Corporation so long as it is a Developer, and at any time the then-authorized Developer or Developers of Coldspring.

(8) "Declaration" shall mean and refer to this Agreement and Declaration, as the same may from time to time be supplemented in the manner provided in Article VI hereof.

(9) "Deed" shall mean and refer to a deed, assignment or other instrument conveying the fee simple or leasehold interest in a "Lot", as hereinafter defined.

(9A) "Developer" shall mean a holder of development rights in the Coldspring Urban Renewal Area under a written agreement with City or with the City's designee.

(10) "Development Period" shall mean and refer to the seven (7) year period commencing on the day that this Agreement and Declaration is filed for recording among the Land Records of Baltimore City, Maryland.

(11) "Easement area" as defined in Section 9.02 hereof.

(12) "Exempt Property" shall mean and refer to the following portions or parts of the Property:

(a) all land, buildings, structures and other things owned by the United States, the State of Maryland, the City or any instrumentality or agency of any such entity, or owned by the Declarant (but as to Units owned by the Declarant, only so long as such Units are held for purposes of resale by the Declarant, such period not to exceed the following: (i) as to each condominium unit in Stage 1A of Coldspring, 15 months from the date on which Declarant takes title, or one year from the issuance of a Certificate of Completion for such condominium unit pursuant to Section 4.08 of the Disposition Agreement, whichever is the later; and (ii) as to each other Unit in Coldspring, one year from the issuance of a Certificate of Completion, pursuant to Section 4.08 of the Disposition Agreement, for such Unit);

(b) all land and Permanent Improvements owned by CCA (or a "Successor Corporation" as defined in Section 7.04 hereof) for so long as CCA (or such Successor Corporation) shall be the owner thereof;

(c) all land and Permanent Improvements exempt from both Baltimore City and State of Maryland real property taxes by virtue of applicable law.

(13) "Final Development Plan" as used herein shall mean and refer to each of those recorded plats or combination of plats, drawings and narrative materials at any time approved by the Declarant and the City (or any agency or instrumentality thereof) by means of which land uses and development criteria are designated for specific portions of the Property pursuant to the Coldspring New Town Urban Renewal Plan, future amendments thereof, or other governing law.

(14) "Lot" shall mean and refer to a portion of the Assessable Property which is less than the whole thereof (including condominium units) and which is separately assessed by the appropriate public officials for the purpose of real estate taxes imposed by the State of Maryland and Baltimore City.

(15) "Mortgage" shall mean and refer to a mortgage, deed of trust or other security device and "mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of any of the foregoing instruments.

(16) "Notes" shall mean and refer to all notes, bonds, debentures or other evidences of indebtedness issued and sold by CCA.

(17) "Note Holder" shall mean and refer to the holder of any Note and all trustees or other representatives of one or more such holders.

(18) "Owner" shall mean and refer to the holder (other than a mortgagee or contract purchaser) of the fee simple or redeemable ground rent leasehold title of any "Unit" within the Property, or any common or joint interest therein if such title is held by more than one person or entity. For the purposes of Articles VI, VII, VIII, IX, X, XI, and XII hereof, "Owner" includes any condominium council composed of owners of condominium units located on the Property, and shall mean and refer to the owner of any condominium unit to whom is assigned the exclusive right to use a yard area leased or subleased from City or CCA by a condominium council.

(19) "Permanent Improvement" shall mean and refer to all buildings, structures and other matters and things which at the time of the assessment of each "Annual Charge", as hereinafter defined, are assessable by the State of Maryland or Baltimore City as real property under applicable law (whether or not exempt from taxation).

(20) "Property" as used herein shall mean and refer to all land described in Exhibit 1 annexed to the aforesaid Disposition Agreement of June 4, 1975, which shall have been conveyed by the City to the Declarant pursuant to such Disposition Agreement at any time heretofore or hereafter; provided, however, that if, in connection with development of any portion of the Property, any state or federal governmental or quasigovernmental body or organization (hereinafter in this Section called a "governmental body" and including, but not limited to, bodies such as HUD, FHA, VA, FNMA, or the Maryland CDA) is to insure a Mortgage, provide Mortgage financing, or provide housing assistance payments or other form of subsidy or aid to or for any tenant or the developer of such portion of the Property; and such governmental body requires that such portion of the Property not be subject to the provisions of this Declaration, then City and Declarant may subject such portion of the Property to covenants, conditions and restrictions which are satisfactory to such governmental body and which, in the joint opinion of City and Declarant, impose burdens on such portion of the Property similar in effect to those imposed by this Declaration to the extent reasonably possible in view of the objections expressed by such governmental body, notwithstanding that the burdens imposed on such portion of the Property (other than the Annual Charge) may be less onerous or restrictive than the burdens imposed on other portions of the Property by this Declaration.

(21) "Resident" shall mean and refer to (a) each Tenant actually residing on (or conducting a business on) any part of the Assessable Property, and (b) members of the immediate family of each Owner of a residential Unit and of each such Tenant, actually living in the same household with such Owner or such Tenant.

(22) "Restrictions" shall mean and refer collectively to all covenants, easements, charges, and liens created or imposed by this Declaration.

(23) "Structure" shall mean and refer to any thing or device the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, hedge, trees, shrubbery, signboard or any temporary or permanent living or business quarters (including any trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (a) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across

any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot and (b) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner.

(24) "Tenant" shall mean and refer to an individual who (a) actually resides on the Property under a written lease for a term of not less than one (1) year from an Owner in which such individual is named as lessee, and (b) delivers an executed copy of such lease to the CCA Board.

(25) "Unit" shall mean and include (a) any Lot within the Property; (b) a unit in any condominium development within the Property; and (c) a designated portion of a multi-occupant cooperative building in which one or more persons or entities hold exclusive possessory rights pursuant to a proprietary lease.

ARTICLE II ASSESSMENT OF ANNUAL CHARGE

Section 2.01. For the purpose of providing funds for use as specified in Article IV hereof, the Board shall in each calendar year, commencing with the year 1978, levy against all Assessable Property a charge (which shall be uniform with respect to all Assessable Property except as otherwise expressly provided in this Article) equal to a specified number of cents [not in excess of One Dollar (\$1.00) except as otherwise expressly provided in this Article until the date on which the Board is controlled by members elected by Residents (as such term is defined in the CCA Charter)] for each One Hundred Dollars (\$100) of the then current "Assessed Valuation", as hereinafter defined, of the Assessable Property. The charge levied by the Board in each year after 1978 shall be not less than Seventy-five cents (\$.75) nor more than One Dollar (\$1.00) for each One Hundred Dollars (\$100) of Assessed Valuation (but such limit shall not include any additional assessment levied under Section 2.04). The said minimum shall be subject to waiver by the Board on a uniform basis, and the said maximum shall be subject to increase in an amount equal to the percentage increase in the cost of living reflected by the Consumer Price Index of the U.S. Bureau of Labor Statistics (1967=100) for "All Urban Consumers" for Baltimore City for the month in which Baltimore is reported in the last quarter of the preceding year, over the cost of living shown by such index for the month in which Baltimore is reported in the first quarter of 1978. If the Bureau of Labor Statistics shall ever cease publication of said Index, then the increase in the maximum charge shall be determined by such other index generally used for determining increases in the cost of living as may be designated by the Board. In making each such levy, the Board shall impose a separate levy upon each Lot based upon its Assessed Valuation, and each such Lot shall be charged with and subject to a lien for the amount of such separate levy which shall be deemed the "Annual Charge" with respect to such Lot. From and after the date on which any Lot is conveyed by Declarant to an Owner, or if any Exempt Property shall at any time hereafter become Assessable Property, the Board shall promptly levy a *pro rata* Annual Charge for the remainder of the then current year and shall issue a bill therefor.

Section 2.02. As used herein, the term "Assessed Valuation" for each lot shall mean:

(a) the highest valuation placed on land and improvements comprising said Lot in the calendar year prior to the date of such levy by any authority having the power to tax real estate in Baltimore City, as assessed or determined in such manner as may from time to time be provided by applicable law, regardless of any decrease of such valuation during such year by reason of protest, appeal or otherwise;

(b) if both Baltimore City and the State of Maryland shall ever cease to impose real estate taxes, then said term shall mean in each year thereafter the highest valuation placed on land and improvements comprising such Lot during the last five (5) years when either shall have imposed real estate taxes.

(c) if a Lot and the Permanent Improvements thereon have not yet been assessed as a completed unit by the assessing authority at the time of settlement of the initial sale thereof by Declarant to the Owner, then the Assessed Valuation of said Lot for purposes of the initial Annual Charge thereon shall be deemed to be fifty percent (50%) of the contract sale price between Declarant and the Owner.

Section 2.03. As soon as may be practical in each year (or at any time that any Exempt Property becomes Assessable Property) CCA shall send a written bill to each Owner stating (a) the Assessed Valuation of each Lot owned by such Owner as the same appears on the appropriate public record or as deter-

mined under Section 2.02(c); (b) the number of cents per One Hundred Dollars (\$100) of such Assessed Valuation assessed by the Board as the Annual Charge for the year in question; and (c) the amount of the Annual Charge assessed against each such Lot, stated in terms of the total sum due and owing as the Annual Charge. Unless the Owner shall pay the Annual Charge within thirty (30) days following the date of the bill the same shall be deemed delinquent and will bear interest at the rate of eight percent (8%) per annum until paid.

Section 2.04. In connection with the development of Coldspring, it is contemplated that the City will lease certain land and improvements to CCA, and that CCA will sublease the same to a council, or to councils, of condominium unit owners hereafter to be formed. If any such sublease shall be cancelled by a council of unit owners pursuant to any statutory right of cancellation, then CCA shall nevertheless permit condominium unit owners to use and enjoy the land and improvements which were the subject of the cancelled sublease, and CCA shall be entitled to levy a special assessment against the Owners of the condominium units which are determined by CCA, in its judgment, to be directly benefited by the land and improvements which were the subject of the cancelled sublease. The amount of the special assessment in any year shall be equal to the rent and other expenses which would have been payable under the cancelled sublease, and such special assessment shall be levied on a uniform basis related to the Assessed Valuation of each condominium unit on which a special assessment is levied. Each such Unit shall be charged with and subject to a lien for the amount of such special assessment.

In order to effect any such special assessment, CCA shall send a written bill to the Owner of the condominium units affected stating the amount of the special assessment levied on such Owner's Unit. Any such assessment shall be subject to an interest charge for late payment as stated in Section 2.03 hereof for Annual Charges.

Section 2.05. If the Owner of any Lot shall fail to pay the Annual Charge within ninety (90) days following receipt of the bill referred to in Section 2.03 hereof, or shall fail to pay any special assessment within ninety (90) days following receipt of the bill referred to in Section 2.04 hereof, then in addition to the right to sue the Owner for a personal judgment, CCA shall have the right to enforce the lien hereinafter imposed to the same extent, as in the case of mortgages under applicable law, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction) upon and subject to the same procedures, and the amount due by such Owner shall include the Annual Charge and/or any special assessment, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. Each Owner, by accepting a deed, lease or other instrument conveying any interest in a Lot to him, shall be deemed: (i) to have assented to passage of a decree for sale of his interest in the Lot in accordance with the laws of Maryland and the Maryland Rules of Procedure, (ii) to have consented to sale of his interest in the Lot pursuant to the said laws and Rules, the payment to the trustees making the sale of a commission as allowed by the court having jurisdiction of foreclosure sales in Baltimore City, conveyance of title to the purchaser at foreclosure by deed from the trustees appointed in the decree for such sale, and distribution of the proceeds of sale first to CCA of the amounts due to it and the remainder to the person or persons entitled thereto. If in any case the appropriate court refuses jurisdiction of the enforcement of said lien, then CCA shall have the right to sell the property at public or private sale after giving notice to the Owner (by registered mail or by publication in a newspaper of general circulation in Baltimore City) at least thirty (30) days prior to such sale.

Section 2.06. The Board shall have the right to adopt procedures and regulations for the purpose of making the levies provided herein and the billing and collection of the Annual Charges, provided that the same are not inconsistent with the provisions hereof.

Section 2.07. Upon written request by an Owner, CCA shall within a reasonable period of time issue and furnish to such Owner or any person designated by the Owner a written certificate stating the amount of all Annual Charges (including accrued interest and costs, if any) for the current year, the rate of levy for the succeeding year (if then established), and if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. CCA may make a reasonable charge for the issuance of such certificates which must be paid at the same time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between CCA and any

bona fide purchaser of, or lender on, the Lot in question, unless any correction is communicated to the addressee of the certificate before the execution of a Deed or Mortgage by the addressee of the certificate.

ARTICLE III
IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

Section 3.01. The parties hereto, for themselves, their successors and assigns, hereby covenant, and each Owner of any Lot, by acceptance of the Deed therefor, whether or not it shall be so expressed in the Deed, shall be deemed to covenant and agree:

(a) that each Owner will pay to CCA the Annual Charge and any special assessment levied by CCA in each year against the Lot owned by him; and

(b) that the Annual Charge and any special assessment, both prior to and after the levy thereof in each year, together with the continuing obligation to pay all future Annual Charges and special assessments, interest and costs levied in all future years, shall be and remain a first charge against, and a continuing first lien upon, the Lot on which it is levied; superior to any and all other charges, liens or encumbrances which may in any manner arise or be imposed upon the Assessable Property (or the Exempt Property to the extent that the same may later become Assessable Property), saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

Section 3.02. In addition to being subject to the charge and lien imposed by Section 3.01 hereof, each Owner of each Lot by the acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, shall be deemed to have agreed to be personally liable for the payment of each Annual Charge levied by CCA against such Lot in each year during any part of which such Owner is the Owner thereof.

Section 3.03. As used in this Article III, the terms "Annual Charge" and "special assessment" shall mean the total of the following:

- (a) the amount levied pursuant to Section 2.01 or 2.04 hereof;
- (b) the interest on delinquent charges imposed by Section 2.03 hereof; and
- (c) the cost of collecting items (a) and (b) and enforcing the lien as provided in Section 2.05 hereof.

Section 3.04. Nothing contained in this Declaration shall prevent any Owner from changing, altering or destroying any Permanent Improvement owned by him if the Annual Charge imposed hereunder with respect thereto (a) has been paid for the year in which such change, alteration or destruction takes place or (b) the Annual Charge with respect to the Permanent Improvement in question has been paid for the year preceding such change, alteration or destruction and a bill for the Annual Charge for the then current year has not been sent by CCA under Section 2.03 hereof prior to such change, alteration or destruction; nor shall this Section 3.04 be construed as authority to make any such change, alteration or destruction.

Section 3.05. Either CCA, or the Declarant and the City acting jointly, may subordinate any lien imposed by this Declaration to the lien of Mortgages insured by the U.S. Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Maryland Housing Fund, the City of Baltimore, or any other local, state or federal agency which insures one or more Mortgages secured by a portion of the Property, or any successor to any such agency, by filing of a declaration of subordination among the Land Records of Baltimore City, except that such subordination to Mortgages shall apply only to the Annual Charges or other liens hereunder which become due and payable prior to a sale or transfer of any Lot on account of the foreclosure of any such Mortgage, or on account of any deed or proceeding in lieu of foreclosure. Such sale or transfer at foreclosure or in lieu of foreclosure shall not relieve any Lot from liability for any Annual Charge or other lien hereunder thereafter becoming due. Nothing herein shall be construed to constrain or impair the payment to the proper parties of the proceeds of any subordinate lien, to the extent of any funds remaining after foreclosure and sale, or to prevent the obtaining of a personal judgment against any person owing any sum of money to CCA. The right of the Declarant and the City, acting jointly, to subordinate any lien imposed by this Declaration shall

apply only with respect to Mortgages on land conveyed to Declarant pursuant to the Disposition Agreement, and may be exercised only while Declarant holds title to the land affected by such subordination. Any subordination by the City and Declarant shall, however, continue to be effective even after Declarant ceases to own the land affected. For the purposes of this Section, the term "Declarant" shall include any assignee or transferee of any portion of the Property from Declarant after issuance of a Certificate of Completion for such portion of the Property pursuant to Paragraph 4.08 of the Disposition Agreement.

ARTICLE IV USE OF FUNDS

Section 4.01. CCA shall apply all funds received by it pursuant to this Declaration, and all other funds and property received by it from any source, including the proceeds of the loans referred to in Section 4.02 and the surplus funds referred to in Section 4.03, to the following in the order stated:

(a) the payment of all principal and interest, when due, on all funds borrowed by CCA, to the extent required under any agreement with Note Holders referred to in Section 4.02 hereof;

(b) all rent and other expenses required to be paid by CCA under any lease of property from the City to CCA, to the extent that any such rent and expenses are not fully paid by any subtenant of such property;

(c) the operating and administrative costs and expenses of CCA, including taxes; and

(d) for the benefit of the Property, Owners and Residents by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation and subsidizing of any real or personal property owned, leased or operated by CCA, and any services operated by CCA, including but not limited to parks, recreational facilities or services; drainage systems; streets, roads, highways, walkways, curbing, gutters, sidewalks, trees, flowers and landscaping; fountains, benches, shelters, directional and informational signs, walkways, pedestrian malls and bridges, and street, road and highway lighting facilities; facilities for the collection, treatment and disposal of garbage and refuse, mass transit systems, stations and terminals, airfields, airports, air terminals and associated facilities; facilities for the lighting and preventing of fires; public utility systems, including plants, systems, facilities or properties used or useful in connection with the manufacture, production, distribution, delivery and storage of electric power and manufacture of natural gas or any other potential power source, and any integral part thereof, utility lines, poles, surface and underground ducts, relay stations, cables, pipes, pipelines, valves, motors and equipment and appurtenances, and all properties, rights, easements and franchises, relating thereto; communication systems and facilities, including all buildings, systems, facilities and properties used or useful in connection with the operation of communication networks and facilities, stations, towers, relay systems and facilities; cables, underground and surface ducts, lines, poles, receiving, transmitting and relay equipment, and appurtenances and all properties, rights, easements and franchises relating thereto; auditoriums, galleries, halls, amphitheaters, theaters, arenas and stadiums, educational buildings and facilities, including equipment, supplies and accessories in connection therewith, office buildings, buildings, storage and maintenance yards, garages and other buildings and facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of CCA; libraries, including equipment, books, supplies and accessories in connection therewith; day care centers; hospitals and clinics, including equipment, medicines, supplies and accessories in connection therewith; traffic engineering programs and parking facilities; facilities for animal rescue and shelter; lakes, dams, parks, golf courses, tennis courts, zoos, playgrounds, boat basins and marinas, equestrian centers and facilities; skeet ranges, bowling alleys, and other related or unrelated recreational facilities; and any and all real or personal property, other improvements, equipment, systems, facilities and services owned, leased or operated by CCA, whether or not similar to the foregoing.

Section 4.02. In order to secure the repayment of any and all sums borrowed by it from time to time, CCA is hereby granted the right and power:

(a) to assign and pledge all revenues received, and to be received, by it under any provision of this Declaration, including, but not limited to, the proceeds of the Annual Charges payable hereunder;

(b) to enter into agreements with Note Holders with respect to the collection and disbursements of funds, including, but not limited to agreements wherein CCA covenants:

(i) to levy the Annual Charges on a given day in each year and, subject to the limitation on amount specified in Section 2.01 hereof, to levy the same at a particular rate or rates;

(ii) to establish sinking funds and/or other security deposits;

(iii) to apply all funds received by CCA first to the payment of all principal and interest, when due, on such loans, or to apply the same to such purpose after providing for costs of collection;

(iv) to establish such collection, payment and lien enforcement procedures as may be required by the Note Holders,

(v) to provide for the custody and safeguarding of all funds received by CCA.

(vi) to execute such confirmatory documents or further assurances as the Note Holders may require.

The amount, terms, rate or rates of all borrowing and the provisions of all agreements with Note Holders shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 4.03. CCA shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges, or otherwise, and may carry forward, as surplus, any balances remaining; nor shall CCA be obligated to apply any such surpluses to the reduction of the amount of the Annual Charge in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of CCA and the effectuation of its purposes.

Section 4.04. CCA shall be entitled to contract with any person, corporation, firm or other entity for the performance of the various duties undertaken by CCA from time to time, and the performance by any such person or entity shall be deemed the performance of CCA hereunder.

ARTICLE V RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES

Section 5.01. It is intended that City and/or Declarant will convey or lease to CCA, subsequent to the recording of this Declaration, certain tracts of land and/or improvements within the Property for recreational purposes. Said tracts, together with such other parts of CCA land and improvements as the Board, in its absolute discretion, may by resolution from time to time hereafter acquire, build or designate for use by Owners and Residents are hereinafter collectively referred to as "Community Facilities". Upon designation of any part of CCA land as a Community Facility, as herein provided, the Board may cause a declaration to be executed and recorded among the Land Records of Baltimore City, which declaration may include a description of the land so designated and shall state that such land has been designated as a Community Facility for purposes of this Section 5.01. No CCA land, or any part thereof, shall be a Community Facility subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described declaration filed in accordance with the procedure provided herein.

Section 5.02. Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Community Facilities, and such easement shall be appurtenant to and shall pass with every Unit upon transfer. All Residents shall have a non-transferable privilege to use and enjoy all Community Facilities for so long as they are Residents within the previously defined meaning of that term. Subject to such rules and regulations as CCA may hereafter specify, including the imposition of special fees for use if CCA shall so direct, the term "Resident" shall also include the employees, guests or invitees of any such Owner or Tenant if the Board, in its absolute discretion, by resolution so directs. All such rights, easements, and privileges, however, shall be subject to the right of CCA:

(a) to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such facilities, the safety and convenience of

the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents, including the making available of certain Community Facilities to school children, with or without charge;

(b) to charge Owners and Residents reasonable admission and other fees in connection with and as a condition of the use of any Community Facility, and in establishing such admission and other fees, the Board may, in its absolute discretion, establish reasonable classifications of Owners and Residents; such admission and other fees must be uniform within each such class but need not be uniform from class to class;

(c) to borrow money for the purpose of improving any Community Facility and in aid thereof, to mortgage the same and the rights of any such mortgage shall be superior to the easements and privileges herein granted and assured;

(d) to limit the number of guests of Owners or Tenants in or upon any Community Facility or any facilities located thereon;

(e) to grant easements or rights of way to any public utility corporation or public agency;

(f) to dedicate or transfer all or any part of the CCA Land or Improvements to any public, quasi-public or eleemosynary body, agency or authority for such purposes and subject to such conditions as may be agreed to by the Board and such transferee, as permitted by the CCA Charter.

(g) to suspend or terminate the same in accordance with any express provisions of this Declaration.

Section 5.03. CCA shall have the right to suspend the right of any Owner (and the privilege of each Resident claiming through such Owner) for any period during which the Annual Charge assessed under Article II hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions of this Article V.

Section 5.04. Notwithstanding the rights, easements and privileges granted under this Article V, CCA shall nevertheless have the right and power to convey any property referred to in Section 5.01 hereof free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

ARTICLE VI COVENANTS FOR MAINTENANCE

Section 6.01. Each Owner shall keep all Units owned by him, and all Improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other Improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Architectural Committee, as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, Declarant (or CCA by written delegation of right and authority from Declarant) during the Development Period, and thereafter CCA, after fifteen (15) days' written notice to the Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Unit in question (but not into the interior of a Structure) and to repair, maintain, repaint and restore the Unit or such Improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as set forth in Section 2.05) upon the Unit in question. In the event of such action by CCA during the Development Period, it shall act only in its own right pursuant to any such delegation and shall not act as an agent of Declarant for such purpose. All provisions of Section 2.05 relating to enforcement of a lien are incorporated herein by reference.

Section 6.02. The lien provided in Section 6.01 hereof shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Unit in question unless a suit to enforce said lien shall have been filed in a court of record in Baltimore City prior to the recordation among the Land Records of Baltimore City of the deed (or mortgage) conveying the Unit in question to such purchaser (or subjecting the same to such mortgage).

**ARTICLE VII
ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL**

Section 7.01. The term "Architectural Committee" shall prior to January 7, 2013, be deemed to mean either (i) the Commissioner of Housing and Community Development of Baltimore City or the successor to his functions under the City Charter, or (ii) those three (3) or more individuals so designated from time to time by the Commissioner, or (iii) at the Commissioner's election, those three (3) or more individuals so designated by CCA. After January 7, 2013, the Architectural Committee shall be composed of three (3) or more individuals to be designated by CCA. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article VII, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted under this Article VII, or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding. No member of the Architectural Committee shall have any personal liability whatever to any Owner or Resident by reason of any action or failure to act on any matter referred to said Committee under this Declaration.

Section 7.02. No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (a) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side set-backs and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and (b) grading and landscaping plans for the particular Lot. This Article shall not apply to the original construction by Declarant, its successors and assigns, or a successor Developer, of any Structure for which approval of City is required under the aforesaid Disposition Agreement, and for which a Certificate of Completion is to be issued under said Disposition Agreement.

Section 7.03. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) the failure of such plans or specifications to comply with this Declaration;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) objection to any proposed Structure or use;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;

- (f) objection to the grading and landscaping plans for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) objection to parking areas proposed for any Lot; or
- (i) any other matter which, in the absolute judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the Urban Renewal Plan for the Property or with Structures or uses located upon other Lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 7.04. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 7.05. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided (a) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration and (b) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

If the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided, or any request made pursuant to any other provision hereof relating to approval by said Committee, within sixty (60) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 7.06. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article VII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VII and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Declarant (or CCA by written delegation of right and authority from Declarant) during the Development

Period and thereafter CCA shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. All provisions of Section 2.05 relating to foreclosure of a lien are incorporated herein by reference. In the event of such action by CCA during the Development Period, it shall act only in its own right pursuant to any such delegation and shall not act as an agent of Declarant for such purpose. The lien provided in this Section 7.06 shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Baltimore City prior to the recordation among the Land Records of Baltimore of the Deed (or Mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such Mortgage).

Section 7.07. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, and at reasonable times thereafter upon request of an Owner, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section 7.07 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein, comply with all the requirements of this Article VII and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

Section 7.08. The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article VII, payable at the time such plans and specifications are so submitted, provided, that such fee shall not exceed the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for structures on the Lot with regard to which such plans and specifications are submitted.

Section 7.09. Any agent of Declarant, or the Architectural Committee, or of CCA when the latter entity is entitled to exercise rights of enforcement hereunder, may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of Structures thereon are in compliance with the provisions hereof; and neither Declarant, CCA, nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII GENERAL COVENANTS AND RESTRICTIONS

Section 8.01. Nothing shall be done on any Lot in violation of the Urban Renewal Plan. Further, without the prior written approval of the Architectural Committee:

- (a) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- (b) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained; and
- (c) Nothing shall be stored or parked in the open on any Lot except furniture in use.

Section 8.02. No tree having a diameter of three (3) inches or more (measured at a point four feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Committee. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property.

If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 8.02, the Architectural Committee and its agent may enter upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Architectural Committee, nor its agents, shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 8.03. No birds, animals or insects shall be kept or maintained in any Unit or on any Lot except for domestic purposes. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the Property without the express written consent of the Architectural Committee. The Board may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept in any Unit or on any Lot.

Section 8.04. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be erected. Signs and other advertising devices may be erected and maintained upon any portion of the Property zoned for industrial or commercial uses if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices.

Section 8.05. No temporary building, trailer, garage, or Structure in the course of construction shall be used, temporarily or permanently, as a residence.

Section 8.06. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. During construction of any improvements on the Property, the Owner shall keep any construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, trucks and the like employed in connection with such construction shall be kept in a neat and orderly manner. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pickup is to be made, at such place on the Lot so as to provide access to persons making such pickup. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage (including pick up points) of the same on the Property.

Section 8.07. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 8.08. Declarant (or CCA by written delegation of right and authority from Declarant) during the Development Period and hereafter CCA shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge, planting or other growth which in the opinion of the Architectural Committee, by reason of its location upon the Lot or the height to which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance; provided, however, that the Owner shall be given written notice fifteen (15) days prior to such action.

ARTICLE IX EASEMENTS

Section 9.01. Easements and rights-of-way are hereby expressly reserved to City and Declarant in, on, over and under the "easement area", as hereinafter defined, of each Lot, for the following purposes:

- (a) For the erection, installation, construction and maintenance, whether above ground or underground, of (i) poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities, and (ii) storm-water drains, land drains, public and private sewers, pipe lines for

supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function; and

(b) For slope control, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by City or Declarant or which create erosion or sliding problems, or change, obstruct or retard drainage flow.

Declarant and CCA, and their respective agents, shall have the right to enter upon all parts of the easement area of each Lot to make repairs and replacements, and otherwise to carry out the purposes for which said easements and rights-of-way are reserved. Any party exercising such right of entry shall restore and repair any damage or disturbance to any improvements or landscaping located on the easement area.

Declarant and CCA shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street and to create slopes, but there shall be no obligation on either of them to do such grading or to maintain the slope.

Section 9.02. The term "easement area", as used herein, shall mean and refer (a) to those areas on each Lot with respect to which easements may be shown on the recorded subdivision plat or condominium plat relating thereto; and in addition (b) with respect to each Lot which includes land, to a strip of land along the boundaries of each Lot ten (10) feet in width in the front and rear of the Lot and five (5) feet in width on each side.

ARTICLE X ZONING AND SPECIFIC RESTRICTIONS

Section 10.01. This Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by the Urban Renewal Plan or by any deed, condominium declaration or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, condominium declarations, leases or this Declaration shall be taken to govern and control.

Section 10.02.

(a) Every Owner, by the acceptance of a deed, lease or other instrument conveying any interest in a Lot or Unit covenants and agrees, as part of the consideration therefor, that he shall not use the Lot or Unit for any purpose except one or more of those permitted by any of the Land Use Designations and Final Development Plan Criteria set forth on any Final Development Plan (or any phase thereof) governing the said Lot or Unit. This Section 10.02(a) shall be enforceable solely by Declarant and/or City, and upon assignment of such right in any specific instance, by CCA.

(b) Every Owner further acknowledges and agrees that such Land Use Designations and Final Development Plan Criteria do not in any way give rise to any legal or equitable right, servitude, easement or other interest appurtenant to the Property of such Owner or any portion thereof.

ARTICLE XI RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 11.01. The provisions of this Article XI shall relate solely to Lots designated by Final Development Plans for residential uses.

Section 11.02. No profession or home industry shall be conducted in or on any Unit intended for residential use under the Final Development Plan without specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry, after approval thereof by the appropriate zoning authority of Baltimore City. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the

Architectural Committee in its discretion: music, art and dancing classes; day nurseries and schools; medical and dental offices; fraternal or social club meeting places; seamstress services.

Section 11.03. Anything herein to the contrary notwithstanding, with the written approval of the Architectural Committee and until such approval may be revoked, any Lot may be used for model home purposes or for the maintenance of a real estate office during the Development Period.

Section 11.04. No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 11.05. Notwithstanding other provisions herein, the Architectural Committee may authorize any Owner with respect to his Unit to:

- (a) temporarily use a single family dwelling for more than one family;
- (b) maintain a sign other than as expressly permitted herein;
- (c) locate structures other than the principal dwelling within set-back areas; or
- (d) use Structures other than the principal dwelling for residence purposes on a temporary

basis.

ARTICLE XII WATERFRONT AREAS AND WATERWAYS

Section 12.01. Any Lot which shall abut upon any lake, stream, river, canal or other waterway (hereinafter collectively referred to as "Waterways") shall be subject to the following additional restrictions:

(a) No wharf, pier, bulkhead, or other structure or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on the Property or adjacent thereto except with the specific written approval of the Architectural Committee or as to waters owned by it, by CCA. In no event shall any such structure or obstruction be permitted if it is deemed to offer any threat whatsoever to safe navigation upon such Waterway or to the safe and convenient use of such Waterway as a recreation facility.

(b) No boat shall be constructed upon any Lot nor shall any facility or device be constructed or installed upon any Lot which shall in any way alter the course of or natural boundaries of any Waterway or which shall involve or result in the removal of water from any Waterway.

(c) No boats, boat railways, hoists, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Lot, nor shall any boat or boat trailer be stored on any Lot in such manner as to be visible from surrounding properties or from the abutting Waterway.

Section 12.02. No boat of any kind shall be operated upon any Waterway on the Property without the prior written approval of CCA, and even if such approval is granted, such operation shall conform to all rules and regulations promulgated by CCA concerning the use of boats.

Section 12.03. No garbage, trash or other refuse shall be dumped into any Waterway on the Property.

ARTICLE XIII ENFORCEMENT, DURATION AND AMENDMENT

Section 13.01. All Restrictions set forth or provided for in this Declaration shall be deemed covenants running with the land and/or charges and liens upon the land for the benefit of Declarant, City, CCA and each Owner of any Lot subject hereto; and any and every conveyance of any part of the Property shall be absolutely subject to said Restrictions whether or not it shall be so expressed in the deed, lease or other conveyance thereof. The said Restrictions shall continue with full force and effect until December 31,

2077. From and after December 31, 2077, the Restrictions as set forth herein shall continue in full force and effect in perpetuity, amended, however, so as to limit the maximum amount of the Annual Charge in each year thereafter to that amount found by the Board to be necessary to produce sufficient revenue to operate, maintain, renew, replace and repair (including such sums as may be necessary to defray the costs and expenses of CCA in connection with such operation, maintenance, renewal, replacement and repair) such facilities authorized by Section 4.01 as may be in existence on December 31, 2077.

Section 13.02. This Declaration shall not be amended in any respect except by the execution of an instrument signed by: (i) Declarant and City until the date on which 1000 Units in Coldspring have been conveyed to Owners other than Declarant; and (ii) thereafter, the Owners of not less than sixty-seven percent (67%) of the Units existing at the time of execution thereof, but for the purposes of this Section, each Unit shall be deemed to include the number of dwelling units located therein, and the calculation of 67% shall be based upon the total number of dwelling units then existing in Coldspring. The instrument of amendment shall be filed for recording among the Land Records of Baltimore City, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2077, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than sixty-seven percent (67%) of the Unit Owners which instrument shall be filed for recording among the Land Records of Baltimore City, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

Section 13.03. The size of the Property may be increased, from time to time, by the filing among the Land Records of Baltimore City of supplements to this Declaration signed by CCA and the Owner of the additional property described in such supplement, provided that such additional property is expressly subjected to the Restrictions imposed hereby. In addition, portions of the Property may be excluded from the operation of this Declaration as provided in Section 1.01(20), and the lien created by Article III hereof may be subordinated as provided in Section 3.05.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Violation or breach of any provision herein contained shall give Declarant or CCA, to the extent that either of them have a right of enforcement thereover, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Units within the Property, when entitled to do so, to enforce this Declaration by appropriate judicial proceedings.

Section 14.02. The failure of Declarant, CCA, or the Owner of any Unit included in the Property, their respective legal representatives, heirs, successors and assigns, to enforce any provision herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

Section 14.03. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 14.04. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 14.05. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 14.06. Any party to a proceeding who succeeds in enforcing a provision or enjoining the violation of a provision against a Lot Owner may be awarded a reasonable attorney's fee against such Lot Owner.

Section 14.07. Declarant, CCA and the Architectural Committee (the latter two entitled in those cases where specifically authorized herein to act), shall have the power to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of Declarant (or of CCA or of the Architectural Committee when acting as set forth above).

Section 14.08. The Architectural Committee may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration to the extent of its express functions hereunder. CCA may adopt and promulgate such rules and regulations with respect to all other provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, CCA and the Architectural Committee shall take into consideration the best interests of the Owners and Tenants and of the Property to the end that the Property shall be preserved and maintained as a high quality community. In granting any permit, authorization, or approval, as herein provided, CCA and the Architectural Committee may impose any conditions or limitations thereon as they shall deem advisable under the circumstances of each case in light of the considerations set forth in this Section 14.08.

Section 14.09. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 14.10. No violation of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

Section 14.11. Each grantee accepting a deed, lease or other instrument conveying any interest in any Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 14.12. Terminology herein relating to gender and number is employed for convenient expression and not for purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine gender shall be taken to include all genders.

Section 14.13. No change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

Section 14.14. The determination by any court that any provision of this Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.

Section 14.15. CCA shall be empowered to assign its rights hereunder to any successor non-profit membership corporation (hereinafter referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of CCA hereunder and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the Successor Corporation had been an original party instead of CCA and all references herein to the "Board" shall refer to the Board of Directors of such Successor Corporation. Any such assignment shall be accepted by the Successor Corporation under a written agreement pursuant to which the Successor Corporation expressly assumes all duties and obligations of CCA hereunder. If for any reason CCA shall cease to exist without having first assigned its rights hereunder to a Successor Corporation, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a non-profit corporation and assigning the rights of CCA hereunder to such corporation with the same force and effect, and subject to the same conditions, as provided in this Section 14.15 with respect to an assignment and delegation by CCA to a Successor Corporation.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of the day and year first above written.

ATTEST:

COLDSPRING COMMUNITY ASSOCIATION, INC.

John D. Newberry
Secretary

BY: Laura M. Merrill (SEAL)
President

COLDSPRING NEW TOWN CORPORATION

John P. Ryan
Secretary

BY: James Silver (SEAL)
President

MAYOR AND CITY COUNCIL OF BALTIMORE

Laura B. Brodie
Deputy Treasurer

BY: M. J. Brodie (SEAL)
M. J. Brodie, Commissioner of
Housing & Community Development

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY: 7/18/78

APPROVED BY THE BOARD OF ESTIMATES

26 July 1978
Chief Solicitor

JUL 19 1978 Richard A. [Signature]
Date Clerk

Being page 18 of an Agreement and Declaration of Covenants, Easements,
Charges and Liens, Coldspring Community Association, Inc.

LIBER 3 6 7 3 PAGE 1 4 3

STATE OF MARYLAND, CITY OF BALTIMORE ss

I HEREBY CERTIFY, that on this 18th day of JULY, 1978,
the subscriber, a Notary Public of the State of Maryland in and for the City
of Baltimore aforesaid, personally appeared Lawrence H. Merrill, President of
Coldspring Community Association, Inc., who acknowledged the foregoing Agreement
and Declaration of Covenants, Easements, Charges and Liens to be the act of said
body corporate for the purposes therein recited, and that he is duly authorized
to execute said Agreement and Declaration of Covenants, Easements, Charges and
Liens and make this acknowledgment.

Jerome M. Katz
Notary Public

My Commission expires the 1st day
of July, 1982.

STATE OF MARYLAND, CITY OF BALTIMORE ss

I HEREBY CERTIFY, that on this 18th day of JULY, 1978,
the subscriber, a Notary Public of the State of Maryland in and for the City
of Baltimore aforesaid, personally appeared Irwin Silver, President of Coldspring
New Town Corporation, who acknowledged the foregoing Agreement and Declaration of
Covenants, Easements, Charges and Liens to be the act of said body corporate for
the purposes therein recited, and that he is duly authorized to execute said Agree-
ment and Declaration of Covenants, Easements, Charges and Liens and make this
acknowledgment.

Jerome M. Katz
Notary Public

My Commission expires the 1st day
of July, 1982.

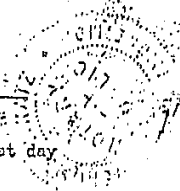
LIBER 3 6 7 3 PAGE 1 4 4

STATE OF MARYLAND, CITY OF BALTIMORE ss

I HEREBY CERTIFY, that on this 18TH day of JULY, 1978, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared M. J. Brodie, Commissioner of the Department of Housing and Community Development, who acknowledged the foregoing Agreement and Declaration of Covenants, Easements, Charges and Liens to be the act of said body corporate for the purposes therein recited, and that he is duly authorized to execute said Agreement and Declaration of Covenants, Easements, Charges and Liens and make this acknowledgment.

Jerome M. Katz
Notary Public

My Commission expires the 1st day of July, 1982.



0856*** 2464710 82-11 100
0856*** 2464710 82-11 100

REC'D FOR RECORD OCT 11 1978 5:52 PM. & RECORDED IN THE LAND RECORDS OF BALTIMORE CITY, LIBER R.H.B. 3673 PAGE 125 ROBERT H. BOUSE, CLERK

In the Circuit Court for Baltimore City

State of Maryland

City of Baltimore, Sct.

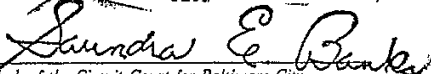
I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, do hereby certify that the
aforegoing is a true copy of the original **GOLDSRING COMMUNITY ASSOCIATION , INC .**
AGREEMENT AND DECLARATION & C.
taken from the records of the said Circuit Court for Baltimore City as recorded in Liber **RHB**

No. **3673** Folio **125** one of the **LAND** Records of Baltimore City.

In Testimony Whereof, I hereto set my hand and

affix the seal of said Court, this **15 TH**

day of ~~APRIL~~ **MAY** A.D. 19 **84**


Clerk of the Circuit Court for Baltimore City.

This Certificate is not authentic unless
the Seal of the Circuit Court for Balt-
more City is originally impressed here.

Coldspring Community Association Inc

Declaration-CC&Rs Amendments



LEASE

THIS LEASE, made April 30th, 1981, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland (hereinafter City) acting by and through the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (hereinafter Department) and COLDSRING COMMUNITY ASSOCIATION, INC., a Maryland non-stock corporation (hereinafter Tenant), witnesseth:

RECITALS

1. City has heretofore conveyed certain lots of ground and premises known as Stage 1B Coldspring to Coldspring New Town Corporation (hereinafter Developer) as more particularly described in a Deed of even date herewith, recorded or intended to be recorded among the Land Records of Baltimore City prior hereto.

2. Developer thereafter reconveyed a portion of the parcels known as Stage 1B Coldspring to City, by Deed recorded to intended to be recorded prior hereto among the Land Records aforesaid.

3. Developer has created a condominium regime on the portion of Stage 1B retained by it, called Coldspring 1B condominium (hereinafter The Condominium).

4. Developer, City, and Tenant have previously entered into an Agreement and Declaration of Covenants, Easements, Charges and Liens, recorded among the Land Records aforesaid in Liber R.H.B. No. 3673, folio 125.

5. It was the intention of all parties that the parcels of land reconveyed to City as described in Recital #2 above be leased to Tenant upon certain terms and conditions.

NOW THEREFORE, City hereby leases and demises to Tenant all those tracts or parcels of ground and improvements now existing and/or hereafter to be constructed thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in any wise appertaining, being situate in Baltimore City, State of Maryland, and more particularly conveyed in a Deed of even date herewith from Developer to City, being a portion of Stage 1B Coldspring, recorded or intended to be recorded among the Land Records aforesaid prior hereto and by reference made a part hereof, and hereinafter referred to as "the Leased Premises."

ARTICLE I - RECITALS. The recitals form a part of this Lease.

ARTICLE II - TERM OF LEASE AND RENTAL.

A. The term of this Lease shall be for a period of 98 years beginning on the 1st day of May, 1981 and ending on the 30th day of April, 2079.

B. Tenant covenants and agrees to pay as basic rental for the Leased Premises the sum of \$1.00 per annum if demanded by City.

C. The obligation of Tenant to maintain, repair, and improve the Leased Premises as hereinafter expressed in Article III shall form a portion of the rental.

ARTICLE III - THE MAINTENANCE, REPAIR, ALTERATION AND IMPROVEMENT OF LEASED PREMISES.

A. Tenant covenants and agrees that it will maintain the Leased Premises in a good and orderly condition to the reasonable satisfaction of City. If such maintenance shall be performed by a company or companies employed by Tenant, such company or companies shall be approved by Department from time to time which approval shall not be unreasonably withheld.

B. Any replacements, alterations, and/or improvements to the Leased Premises shall be made by Tenant when and if necessary, in City's sole discretion, reasonably exercised, at Tenant's sole cost. Any plans for such alterations, additions or improvements shall be submitted to Department for review and approval and shall be in conformity with all standards, laws, rules and regulations imposed by City within the reasonable exercise of its powers taking into account,

1. The overall design and function of the Leased Premises;

2. Such easements for public travel or use as are hereinafter expressed and reserved.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY, that on this 30th day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard Ayres, President of Coldspring Community Association, Inc., who acknowledged the foregoing Lease to be the act of the Coldspring Community Association, Inc. for the purposes therein recited, and that he is duly authorized to execute said Lease and make this acknowledgement.

Constance E. Jensen

/s/

NOTARY PUBLIC

My Commission expires: July 1, 1982

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY, that on this 30th day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared F. D. Rich III, Agent of the Council of Unit Owners of Coldspring North Condominium, who acknowledged the foregoing Lease to be the act of said Council for the purposes therein recited, and that he is duly authorized to execute said Lease and make this acknowledgement.

Michael G. Romans

/s/

NOTARY PUBLIC

My Commission expires: July 1, 1982

compliance with applicable law within 30 days of the date that such liens are imposed or judgments secured, then and in that event City may, in its sole discretion declare such circumstance to be an event of default hereunder.

ARTICLE IX - INSURANCE.

Tenant, at Tenant's sole expense, shall obtain policies of insurance as follows:

A. All risk insurance to the maximum insurable value of the Leased Premises as determined by normal casualty underwriting standards from time to time. The term "all risk" shall include, but not be limited to, fire, earthquake, flood, nuclear explosion, acts of God, and acts of war, to the extent that such risks are now or may in the future be insured by private or governmental or quasi-governmental companies or agencies or instrumentalities.

B. Property damage in the amount of \$50,000.00 per occurrence.

C. Public liability insurance in the amount of \$1,000,000.00 per person and \$3,000,000.00 per occurrence.

All such policies shall be endorsed in favor of City and placed with companies reasonably acceptable to City. All such policies shall be reviewed annually by City, and in the event of inflation, the policy limits may at the sole discretion of City be raised in accordance with the Consumer Price Index. In the event that the United States of America or its agencies or departments shall at any time cease to issue a Consumer Price Index then and in that event, the adjustment shall be based upon whatever index shall be issued in the place and stead thereof. In the event that more than one index is issued taking into account substantially the same factors as were used for the basis of the Consumer Price Index, then and in that event, the highest of said substituted indexes shall be used.

Premiums for insurance shall be paid when due and Tenant shall supply, annually, receipted bills for the same as well as a copy of such policies endorsed as above set forth. Copies of policies and receipts therefore shall be delivered to Department.

Every policy so issued shall be non-cancellable in form except upon 30 days prior written notice to City.

ARTICLE X - ASSIGNABILITY; SUBLEASE.

A. Tenant shall have the right to assign this Lease only with the prior written consent of City.

B. Tenant may sublet the Leased Premises to the Council of Unit Owners of The Condominium as therein defined upon the same terms and conditions as are contained in this Lease. No other subletting shall be permitted except upon the prior written consent of City. In any sublease, Tenant herein shall remain principally liable for performance of the covenants and conditions recited in this Lease.

ARTICLE XI - TERMINATION OF LEASE UPON THE OCCURRENCE OF CERTAIN EVENTS.

City shall have the right to terminate this Lease unilaterally upon the occurrence of any of the following conditions:

A. Forfeiture of Tenant's corporate charter; or dissolution, voluntary or involuntary of Tenant corporation; or voluntary or involuntary appointment of a Trustee or Receiver for the assets of the corporation.

B. If Tenant defaults in the performance of any obligation on its part hereunder for the payment of money and such default remains uncured for more than 10 days after written notice of such default from City to Tenant; or if Tenant defaults in the performance of any other obligations on its part under this Lease and such default is not cured by Tenant within 30 days after written notice of such default from City to Tenant, except that if such default is not reasonably susceptible of being cured within 30 days, then if Tenant fails to commence to cure such default within said 30 days or thereafter fails to pursue the cure thereof diligently and expeditiously.

ARTICLE XII - RIGHT OF CITY TO PERFORM.

A. Upon the failure of Tenant to perform any or all of the covenants or obligations imposed upon Tenant, City may, at its sole election, so perform, but City shall not have any obligation to perform.

B. In the event that City does perform any covenant or condition imposed upon Tenant, the cost of such performance shall constitute a lien against The Condominium, and shall have priority over any and all mortgages encumbering or affecting individual units in The Condominium. Said liens shall have equal

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY, that on this 30th day of April, 1981, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Richard Ayres, President of Coldspring Community Association, Inc., who acknowledged the foregoing Lease to be the act of said body corporate for the purposes therein recited, and that he is duly authorized to execute said Lease and make this acknowledgement.

Constance E. Jensen

/s/
Notary Public
My Commission expires: July 1, 1982

Approved as to form and legal sufficiency this 30th day of April, 1981.

/s/
BENJAMIN L. BROWN
City Solicitor

/s/
WILLIAM HOFFMAN
Chief Solicitor

the Leased Premises so affected. If parties are unable to agree upon such an allocation, City may, in its sole discretion, terminate this Lease and declare the same null, void and of no effect.

B. Waiver.

Tenant hereby expressly waives any right or privilege now granted or created under the provisions of any of the real property laws of the State of Maryland or any similar law, rule or regulation now or hereafter in effect relating to the damage or destruction of the Leased Premises from any cause and agrees that the foregoing provisions of this Article shall govern in lieu thereof.

ARTICLE XIX - CONDEMNATION.

A. If the entire Leased Premises shall be taken (either temporarily or permanently) or condemned for public purposes or in the event City shall convey or lease the Leased Premises to any public authority in settlement of a threat of condemnation or taking, this Lease shall thereupon terminate. If only a portion of the Leased Premises shall be so taken or condemned and as a result of such partial taking Tenant is not in its judgment reasonably able to use the remainder of the Leased Premises for the purposes intended hereunder, then this Lease shall terminate, the same as if the entire Leased Premises had been taken or condemned. In the event of termination hereunder, Tenant shall have no claim against City, and Tenant shall not be entitled to any portion of any amount that may be awarded as damages or paid as a result, or in settlement, of such proceedings.

B. If, following a partial taking, Tenant is, in its judgment reasonably able to use the remainder of the Leased Premises for the purposes intended hereunder, then this Lease shall not terminate but the Tenant shall promptly repair any damage caused by any such taking or condemnation at its sole cost and expense. In such event there shall be paid over or credited to Tenant from time to time by City, from the net award or payment for such taking and from no other source, such amounts as shall be necessary to reimburse Tenant for the entire cost of any repairs and restorations required to be made to the Leased Premises in connection with such taking. Such amounts shall be paid over when received by City against the receipt of a certificate signed by Tenant, which certificate shall specify, in reasonable detail, the items of such cost to be reimbursed, and shall certify that Tenant is not in default under this Lease to the best of its knowledge and belief and shall state that all conditions of this Lease relating to such reimbursement have been fulfilled. If the cost of such repairs shall exceed such net award or payment, the deficiency shall be paid by Tenant.

ARTICLE XX - COMPLIANCE WITH LAW.

Tenant shall at its sole cost and expense comply with all uniformly applicable Federal, State, county, municipal and other statutes, charters, laws, rules, orders, regulations, resolutions and ordinances affecting the Leased Premises and the occupancy, operation or use thereof, whether or not any such statutes, charters, laws, rules, orders, regulations, resolutions and ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Tenant shall comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Leased Premises.

ARTICLE XXI - ADDITIONAL RIGHTS OF CITY.

No right or remedy herein conferred upon or reserved to City or Tenant is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy hereunder, or now or hereafter existing at law or in equity or by statute. The failure of City or Tenant to insist at any time upon the strict performance of any of the covenants or agreements or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. The receipt by City of any rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by City or Tenant of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by City or Tenant, respectively. In addition to the other remedies provided in this Lease, City shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease or to any other remedy allowed to City at law or in equity.

If Tenant shall be in default in the performance of any of its obligations under this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that Tenant was in

default, Tenant shall pay to City all the expenses incurred in connection therewith including reasonable attorneys' fees.

If City shall without fault on its part be made a party to any litigation commenced against Tenant and if Tenant shall fail to provide City with legal counsel approved by City (such approval not to be unreasonably withheld or delayed), Tenant shall pay all costs and reasonable attorneys' fees incurred or paid by City in connection with such litigation.

ARTICLE XXII - NOTICES, DEMANDS AND OTHER INSTRUMENTS.

All notices, demands, requests, consents, approvals, undertakings and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if sent by registered or certified United States mail, postage prepaid, addressed to such party at its address as is hereinafter designated in writing. Parties shall have the right from time to time to change the identity and address of those persons to whom notices shall be sent as recited in this paragraph, upon five (5) days' prior written notice, and provided such new address is within the United States.

CITY: Commissioner, Department of Housing and Community Development
222 E. Saratoga Street
Baltimore, Maryland 21202
Copy to: City Solicitor
City Hall, First Floor
Baltimore, Maryland 21202
&
Charles L. Benton &
Lawrence B. Daley, Trustees
City Hall, Fourth Floor
Baltimore, Maryland 21202

TENANT: Coldspring Community Association, Inc.
c/o Lawrence H. Merrill
222 E. Saratoga Street
Baltimore, Maryland 21202

OTHERS: David H. Fishman, Esquire
1200 Garrett Building
233 E. Redwood Street
Baltimore, Maryland 21202

Coldspring New Town Corporation
c/o Irwin Silver
One Landmark Square
Stamford, Connecticut 06901

ARTICLE XXIII - BINDING EFFECT.

All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Lease. This Lease may not be changed, modified or discharged except by a writing signed by City and Tenant.

ARTICLE XXIV - CONDITIONS AND COVENANTS.

- A. Tenant covenants that it will comply with all terms and conditions of this Lease.
- B. City covenants that it will comply with all of the terms and conditions of this Lease, and if Tenant shall perform all of its obligations hereunder, City will not interfere with the peaceful and quiet occupation and enjoyment of the Leased Premises by Tenant, which occupation and enjoyment shall be without hindrance, ejection or molestation by City or anyone claiming by, through or under City.
- C. Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, nor shall the obligations hereunder of Tenant be otherwise affected, by reason of any damage to or the destruction of all or any part of the Leased Premises from

by this Lease. The easement is for police and emergency vehicles and also provides access to certain areas of the first parcel of land covered by this Lease on which decks 7, 8 and 9 are constructed. In order to assure unobstructed access for police and emergency vehicles making use of said paved area located on the land subleased to Coldspring Stage 1A Condominium, Tenant under this Lease covenants that it shall not erect any barriers preventing vehicular or pedestrian access from the said paved area to the first described parcel under this Lease.

C. City covenants that it will comply with all of the terms and conditions of this Lease, and if Tenant shall perform all of its obligations hereunder, City will not interfere with the peaceful and quiet occupation and enjoyment of the Leased Premises by Tenant, which occupation and enjoyment shall be without hindrance, ejection or molestation by City or anyone claiming by, through or under City.

D. Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, nor shall the obligations hereunder of Tenant be otherwise affected, by reason of any damage to or the destruction of all or any part of the Leased Premises from whatever cause, or the taking of the Leased Premises or any portion thereof by condemnation or otherwise, it being the intention of the parties hereto that the obligations of Tenant shall be absolute and unconditional and shall continue unaffected, unless the requirement to pay or perform the same shall be terminated pursuant to an express provision of this Lease.

E. This Lease shall be recorded among the Land Records of Baltimore City and all costs attendant thereto shall be borne by Tenant.

F. Tenant shall furnish to City, at Tenant's cost and expense, an annual audited statement prepared in accordance with generally accepted accounting principles by certified public accountants, which statement shall include a balance sheet as of the end of such fiscal year and an income and expense statement. Said statement shall be furnished within one hundred fifty (150) days after the close of each fiscal year.

AS WITNESS the signatures of the duly authorized officers or agents of the parties hereto.

ATTEST:

MAYOR AND CITY COUNCIL OF BALTIMORE

By: /s/

M. J. BRODIE, Commissioner
Department of Housing and
Community Development

ATTEST:

COLDSRING COMMUNITY ASSOCIATION, INC.,

By: /s/

Richard Ayres

(SEAL)

President

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY, that on this 30th day of April, 1981, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared M. J. BRODIE, Commissioner of the Department of Housing and Community Development of Baltimore City, who acknowledged the foregoing Lease to be the act of the Mayor and City Council of Baltimore for the purposes therein recited, and that he is duly authorized to execute said Lease and make this acknowledgement.

/s/

Jerome M. Katz

Notary Public

My Commission expires: July 1, 1982

footing with City real estate taxes and all remedies available to City for satisfaction of real estate taxes may be used to satisfy the liens arising under this section, as well as any and all other rights and remedies City may have at law or in equity for the satisfaction of the same.

ARTICLE XIII - RIGHT OF REENTRY AND POSSESSION.

Notwithstanding any provision of this Lease to the contrary, City may, upon failure of Tenant to perform any covenant or condition by Tenant within the time periods allowed herein, reenter the Leased Premises and take possession thereof until such time as the default or other failure by Tenant is cured. Such reentry shall not act as a bar to City's other remedies herein but is in addition to the same.

ARTICLE XIV - DUTY TO IMPOSE LEVIES.

Tenant hereby covenants and warrants:

A. That its corporate charter, by-laws and Declaration permit the imposition of sufficient levies or charges against its owners as defined in the Declaration to satisfy the financial requirements of Tenant under this Lease; and

B. That Tenant will impose adequate charges and levies upon its members to satisfy the financial requirements imposed upon Tenant under this Lease, if such financial requirements are not satisfied by a permitted assignee or sublessee.

ARTICLE XV - NON-MERGER.

In the event that Tenant shall acquire the fee simple or lesser estate in any Condominium unit or the entire Condominium such acquisition shall not act as, or be construed as, a merger of the ownership interest in such unit or The Condominium and the leasehold interest herein established. Tenant shall hold each interest in separate estate.

ARTICLE XVI - NO OFFER OF DEDICATION.

The designation of all streets, alleys and ways in this Lease is for the purpose of description only and does not constitute an offer of dedication or any acceptance of dedication. The long continued use by the public of those areas reserved for public travel or use shall not in and of itself constitute an offer of dedication or a completed act of dedication of the areas so used. Such travel, use, and occupation by the public is permitted use only, notwithstanding the fact that City is a municipal corporation existing under the laws of the State of Maryland.

ARTICLE XVII - COMMERCIAL LEASE.

This Lease shall be construed as a commercial lease under the applicable provisions of law, and Tenant shall have no right of redemption of the reversionary interest therein.

ARTICLE XVIII - LOSS BY FIRE, CASUALTY, OR FORCE MAJEURE.

A. Total or Partial Loss.

1. To the extent that there is a casualty to all or a portion of the Leased Premises for which insurance has been obtained under Article IX hereof, City shall use the proceeds of such insurance to rebuild the Leased Premises. City shall, however, be under no obligation to expend monies other than the receipts of such insurance policies, and to the extent that such funds are inadequate to repair or rebuild the Leased Premises, Tenant shall contribute the difference between cost of repair or rebuilding as above and funds available. Said obligation of Tenant to contribute shall, however, be limited to the amount received by Tenant expressly for such purpose from an assignee or sublessee of Tenant, and shall not be payable from annual charges or other general funds of Tenant.

2. Should Tenant not contribute the difference in cost from funds derived as set forth in No. 1 above, City may, at its sole election, terminate this Lease and declare the same null, void and of no effect.

3. If (i) any deck or decks included in the Leased Premises shall be damaged by casualty and (ii) there shall not be sufficient insurance proceeds to fully repair or rebuild the same and (iii) either there are no habitable dwelling units abutting said deck(s), or there are habitable dwelling units abutting said deck(s) and all owners and mortgagees of said units consent to abandonment of said deck(s), then this Lease shall terminate as to said deck(s), there shall be no obligation on City or Tenant to repair or rebuild said deck(s), and the proceeds of insurance allocable to the deck(s) not repaired or rebuilt shall be the sole property of City.

4. In the event that there is a casualty to the Leased Premises which is not insured against parties shall use their best efforts to arrive at an amicable allocation of cost to repair or restore the portion of

ARTICLE IV - PAYMENT OF TAXES AND CHARGES.

A. Should any tax or charge now or hereafter be imposed upon either this Lease or the Leased Premises, Tenant shall pay the same promptly when due and shall submit receipts evidencing such payment to Department. Taxes in this context shall include, but not be limited to, transfer and/or recordation taxes on this document; real estate taxes on the Leased Premises; charges for water, sewer or other municipal services; any other taxes or charges imposed by any governmental authority, agency, or instrumentality which has the power to impose taxes or charges upon either the lease document or the Leased Premises.

B. While this Lease is in effect, City designates Tenant as its agent for filing of any protests, suits at law or in equity or before administrative tribunals for the purpose of protesting any or all of the taxes or charges now or hereafter imposed.

C. Tenant shall pay all utility charges arising out of or incident to its operation, maintenance and control of the Leased Premises.

ARTICLE V - USE OF LEASED PREMISES.

A. Tenant shall use the Leased Premises, and any additions or alterations thereto, or substitutions therefor, in furtherance of its corporate purposes in connection with the development of Coldspring, as that area is set forth in an Urban Renewal Plan established by City by Ordinance No. 242 approved January 2, 1973, as amended.

ARTICLE VI - RESERVATION FOR PUBLIC USE.

Notwithstanding any provisions of this Lease or any documents involved in the establishment of the Coldspring condominium regime which are recorded or were intended to be recorded among the Land Records aforesaid prior hereto, or subsequently hereto, City specifically reserves,

A. An easement for public travel over and across all "decks" constructed on the Leased Premises, as shown on Sheet 1 of 7 of the Plat of The Condominium recorded among the Plat Records of Baltimore City prior hereto.

B. An easement for police and emergency vehicles to, through and under decks No. 7-11 as those areas are shown in Sheets No. 2-6 of The Condominium plat aforesaid, including, without limitation, the right of ingress and egress thereto.

ARTICLE VII - INDEMNIFICATION.

Tenant agrees to indemnify and save City harmless from and against any and all claims, demands, suits at law or in equity or before administrative tribunals arising out of Tenant's negligence. Tenant further agrees to defend any such claims against City at Tenant's sole cost and expense. This indemnification shall be applicable to all parts of the Leased Premises whether the same are impressed with easements for public use or travel or not, and whether policies or insurance have been secured by Tenant, or not.

ARTICLE VIII - NO RIGHT TO ENCUMBER; SATISFACTION OF LIENS AND JUDGMENTS; ATTORNMENMENT.

A. Tenant shall have no right to encumber its leasehold interest in the Leased Premises without the prior written consent to City.

B. City shall have the right to encumber the reversionary interest herein subject to the legal operation and effect of this lease. Upon demand by City, Tenant shall attorn to any mortgagee, pledgee, bondholder(s), trustee for bondholder(s), or other entity having power and authority to accept the reversionary interest in the Leased Premises as security for loans or grants or gifts of any kind or nature whatsoever, and Tenant shall execute any and all documents necessary and appropriate to effect such attornment; provided that the party to whom Tenant attorns agrees that Tenant shall not be disturbed in its occupancy under this Lease so long as it is not in default under any provisions of this Lease.

C. Tenant shall promptly discharge any and all liens, or judgments which may constitute liens, against the Leased Premises. If Tenant shall not so discharge liens and judgments or bond against them in compliance with applicable law within 30 days of the date that such liens are imposed or judgments secured, then and in that event City may, in its sole discretion declare such circumstance to be an event of default hereunder.

LEASE

JUL 19 1978

THIS LEASE, made this day of , 1978, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland (hereinafter City) acting by and through the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (hereinafter Department) and COLDSRING COMMUNITY ASSOCIATION, INC., a Maryland non-stock corporation (hereinafter Tenant), witnesseth:

RECITALS

1. City has heretofore conveyed a certain lot of ground and premises known as Stage 1A Coldspring to Coldspring New Town Corporation (hereinafter Developer) as is more particularly described in a Deed of even date herewith, recorded or intended to be recorded among the Land Records of Baltimore City prior hereto.

2. Developer thereafter reconveyed a portion of the whole parcel known as Stage 1A Coldspring to City, by Deed recorded or intended to be recorded prior hereto among the Land Records aforesaid.

3. Developer has created a condominium regime on the portion of Stage 1A retained by it, called Coldspring 1A Condominium (hereinafter The Condominium).

4. Developer, City, and Tenant have entered into an Agreement and Declaration of Covenants, Easements, Charges and Liens, recorded or intended to be recorded prior hereto among the Land Records aforesaid.

5. It was the intention of all parties that that parcel of land reconveyed to City as described in Recital #2 above be leased to Tenant upon certain terms and conditions.

NOW, THEREFORE, City hereby leases and demises to Tenant all that tract or parcel of ground and improvements now existing and/or hereafter to be constructed thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in any wise appertaining, being situate in Baltimore

TRANSFER TAX NOT REQUIRED
CHARLES L. ...
PRESIDENT OF ...
AUTHORIZED SIGNATURE

39163

4754
 City, State of Maryland, and more particularly conveyed in a Deed of even date herewith from Developer to City, being a portion of Stage 1A Coldspring, recorded or intended to be recorded among the Land Records aforesaid prior hereto and by reference made a part hereof, and hereinafter referred to as "the Leased Premises".

ARTICLE I - RECITALS. The recitals form a part of this Lease.

ARTICLE II - TERM OF LEASE AND RENTAL.

A. The term of this Lease shall be for a period of 98 years beginning on July 19, 1972 and ending on the 18 day of July, 2076.

B. Tenant covenants and agrees to pay as basic rental for the Leased Premises the sum of \$1.00 per annum if demanded by City.

C. The obligation of Tenant to maintain, repair, and improve the Leased Premises as hereinafter expressed in Article III shall form a portion of the rental.

ARTICLE III - THE MAINTENANCE, REPAIR, ALTERATION AND IMPROVEMENT OF LEASED PREMISES.

A. Tenant covenants and agrees that it will maintain the Leased Premises in a good and orderly condition to the reasonable satisfaction of City. If such maintenance shall be performed by a company or companies employed by Tenant, such company or companies shall be approved by Department from time to time which approval shall not be unreasonably withheld.

B. Any replacements, alterations, and/or improvements to the Leased Premises shall be made by Tenant when and if necessary, in City's sole discretion, reasonably exercised, at tenant's sole cost. Any plans for such alterations, additions or improvements shall be submitted to Department for review and approval and shall be in conformity with all standards, laws, rules and regulations imposed by City within the reasonable exercise of its powers taking into account,

1. The overall design and function of the Leased Premises;
2. Such easements for public travel or use as are herein-after expressed and reserved.

ARTICLE IV - PAYMENT OF TAXES AND CHARGES.

A. Should any tax or charge now or hereafter be imposed upon either this lease or the leased premises Tenant shall pay the same promptly when due and shall submit receipts evidencing such payment to Department. Taxes in this context shall include, but not be limited to, transfer and/or recordation taxes on this document; real estate taxes on the Leased Premises; charges for water, sewer or other municipal services; any other taxes or charges imposed by any governmental authority, agency, or instrumentality which has the power to impose taxes or charges upon either the lease document or the Leased Premises.

B. While this Lease is in effect, City designates Tenant as its agent for filing of any protests, suits at law or in equity or before administrative tribunals for the purpose of protesting any or all of the taxes or charges now or hereafter imposed.

C. Tenant shall pay all utility charges arising out of or incident to its operation, maintenance and control of the leased premises.

ARTICLE V - USE OF LEASED PREMISES.

A. Tenant shall use the Leased Premises, and any additions or alterations thereto, or substitutions therefor, in furtherance of its corporate purposes in connection with the development of Coldspring, as that area is set forth in an Urban Renewal Plan established by City by Ordinance No. 242 approved January 2, 1973, as amended.

ARTICLE VI - RESERVATION FOR PUBLIC USE.

Notwithstanding any provisions of this Lease or any documents involved in the establishment of the Coldspring condominium regime which are recorded or were intended to be recorded among the Land Records aforesaid prior hereto, or subsequently hereto, City

specifically reserves,

A. An easement for public travel over and across all "decks" constructed on the Leased Premises, as shown on Sheet 1 of 8 of the Plat of The Condominium recorded among the Plat Records of Baltimore City prior hereto.

B. An easement for public travel on, over and across a portion of Strawflower Lane for the distance of 15' east and west of the center line thereof, said Strawflower Lane being shown on Sheet No. 1 of the plat of The Condominium.

C. An easement for police and emergency vehicles to, through and under decks No. 1-6 as those areas are shown in Sheets No. 2-7 of the condominium plat aforesaid, including, without limitation, the right of ingress and egress thereto.

D. An easement for police and emergency vehicles on, over and across a certain paved area located on the western boundary of the Leased Premises, as shown on Sheet No. 1 of the Plat of The Condominium.

ARTICLE VII - INDEMNIFICATION.

Tenant agrees to indemnify and save City harmless from and against any and all claims, demands, suits at law or in equity or before administrative tribunals arising out of Tenant's negligence. Tenant further agrees to defend any claims against City at Tenant's sole cost and expense. This indemnification shall be applicable to all parts of the Leased Premises whether the same are impressed with easements for public use or travel or not, and whether policies of insurance have been secured by Tenant, or not.

ARTICLE VIII - NO RIGHT TO ENCUMBER; SATISFICATION OF LIENS AND JUDGMENTS; ATTORNMENT.

A. Tenant shall have no right to encumber its leasehold interest in the Leased Premises without the prior written consent to City.

B. City shall have the right to encumber the reversionary interest herein subject to the legal operation and effect of this lease. Upon demand by City, Tenant shall attorn to any mortgagee, pledgee, bondholder(s), trustee for bondholder(s), or other entity

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having the power and authority to accept the reversionary interest in the Leased Premises as security for loans or grants or gifts of any kind or nature whatsoever, and Tenant shall execute any and all documents necessary and appropriate to effect such attornment.

C. Lessee shall promptly discharge any and all liens, or judgments which may constitute liens, against the property. If tenant shall not so discharge liens and judgments or bond against them in compliance with applicable law within 30 days of the date that such liens are imposed or judgments secured, then and in that event City may, in its sole discretion declare such circumstance to be an event of default hereunder.

ARTICLE IX - INSURANCE.

Tenant, at Tenant's sole expense, shall obtain policies of insurance as follows:

A. All risk insurance to the maximum insurable value of the leased premises as determined by normal casualty underwriting standards from time to time. The term "all risk" shall include, but not be limited to, fire, earthquake, flood, nuclear explosion, acts of God, and acts of war, to the extent that such risks are now or may in the future be insured by private or governmental or quasi-governmental companies or agencies or instrumentalities.

B. Property damage in the amount of \$50,000.00 per occurrence.

C. Public liability insurance in the amount of \$1,000,000.00 per person and \$3,000,000.00 per occurrence.

All such policies shall be endorsed in favor of City and placed with companies reasonably acceptable to City. All such policies shall be reviewed annually by City, and in the event of inflation, the policy limits may at the sole discretion of City be raised in accordance with the Consumer Price Index. In the event that the United States of America or its agencies or departments shall at any time cease to issue a Consumer Price Index then and in that event, the adjustment shall be based upon whatever index shall be issued in the place and stead thereof.

In the event that more than one index is issued taking into account substantially the same factors as were used for the basis of the Consumer Price Index, then and in that event, the highest of said substituted indexes shall be used.

Premiums for insurance shall be paid when due and Tenant shall supply, annually, receipted bills for the same as well as a copy of such policies endorsed as above set forth. Copies of policies and receipts therefore shall be delivered to Department.

Every policy so issued shall be non-cancellable in form except upon 30 days prior written notice to City.

ARTICLE X - ASSIGNABILITY; SUBLEASE.

A. Tenant shall have the right to assign this Lease only with the prior written consent of City.

B. Tenant may sublet the Leased Premises to the Council of Unit Owners of The Condominium as therein defined upon the same terms and conditions as are contained in this Lease. No other subletting shall be permitted except upon the prior written consent of City. In any sublease, Tenant herein shall remain principally liable for performance of the covenants and conditions recited in this Lease.

ARTICLE XI - TERMINATION OF LEASE UPON THE OCCURRENCE OF CERTAIN EVENTS.

City shall have the right to terminate this Lease unilaterally upon the occurrence of any of the following conditions:

A. Forfeiture of Tenant's corporate charter; or dissolution, voluntary or involuntary of Tenant corporation; or voluntary or involuntary appointment of a Trustee or Receiver for the assets of the corporation.

B. If Tenant defaults in the performance of any obligation on its part hereunder for the payment of money and such default remains uncured for more than 10 days after written notice of such default from City to Tenant; or if Tenant defaults in the performance of any other obligations on its part under this Lease and such default is not cured by Tenant within 30 days after written notice of such default from City to Tenant, except that if such default is not reasonably susceptible of being cured within 30 days, then if Tenant fails to commence to cure such default within said

30 days or thereafter fails to pursue the cure thereof diligently and expeditiously.

ARTICLE XII - RIGHT OF CITY TO PERFORM.

A. Upon the failure of Tenant to perform any or all of the covenants or obligations imposed upon Tenant, City may, at its sole election, so perform, but City shall not have any obligation to perform.

B. In the event that City does perform any covenant or condition imposed upon Tenant, the cost of such performance shall constitute a lien against The Condominium, and shall have priority over any and all mortgages encumbering or affecting individual units in The Condominium. Said liens shall have equal footing with City real estate taxes and all remedies available to City for satisfaction of real estate taxes may be used to satisfy the liens arising under this section, as well as any and all other rights and remedies City may have at law or in equity for the satisfaction of the same.

ARTICLE XIII - RIGHT OF REENTRY AND POSSESSION.

Notwithstanding any provision of this Lease to the contrary, City may, upon failure of Tenant to perform any covenant or condition by Tenant within the time periods allowed herein, reenter the leased premises and take possession thereof until such time as the default or other failure by Tenant is cured. Such reentry shall not act as a bar to City's other remedies herein but is in addition to the same.

ARTICLE XIV - DUTY TO IMPOSE LEVIES.

Tenant hereby covenants and warrants:

A. That its corporate charter, by-laws and Declaration permit the imposition of sufficient levies or charges against its owners as defined in the Declaration to satisfy the financial requirements of Tenant under this Lease; and

B. That Tenant will impose adequate charges and levies upon its members to satisfy the financial requirements imposed upon Tenant under this Lease, if such financial requirements are not satisfied by a permitted assignee or sublessee.

ARTICLE XV - NON-MERGER.

In the event that Tenant shall acquire the fee simple or lesser estate in any Condominium unit or the entire Condominium

such acquisition shall not act as, or be construed as, a merger of the ownership interest in such unit or The Condominium and the leasehold interest herein established. Tenant shall hold each interest in separate estate.

ARTICLE XVI - NO OFFER OF DEDICATION.

The designation of all streets, alleys and ways in this Lease is for the purpose of description only and does not constitute an offer of dedication or any acceptance of dedication. The long continued use by the public of those areas reserved for public travel or use shall not in and of itself constitute an offer of dedication or a completed act of dedication of the areas so used. Such travel, use, and occupation by the public is a permitted use only, notwithstanding the fact that City is a municipal corporation existing under the laws of the State of Maryland.

ARTICLE XVII - COMMERCIAL LEASE.

This Lease shall be construed as a commercial lease under the applicable provisions of law, and Tenant shall have no right of redemption of the reversionary interest therein.

ARTICLE XVIII - LOSS BY FIRE, CASUALTY, OR FORCE MAJEURE.

A. Total or Partial Loss.

1. To the extent that there is a casualty to all or a portion of the Leased Premises for which insurance has been obtained under Article IX hereof, City shall use the proceeds of such insurance to rebuild the Leased Premises. City shall, however, be under no obligation to expend monies other than the receipts of such insurance policies, and to the extent that such funds are inadequate to repair or rebuild the Leased Premises, Tenant shall contribute the difference between cost of repair or rebuilding as above and funds available. Said obligation of Tenant to contribute shall, however, be limited to the amount received by Tenant expressly for such purpose from an assignee or sublessee of Tenant, and shall not be payable from annual charges or other general funds of Tenant.

2. Should Tenant not contribute the difference in cost from funds derived as set forth in No. 1 above, City may, at its sole election, terminate this Lease and declare the same null, void and

of no effect.

3. If (i) any deck or decks included in the Leased Premises shall be damaged by casualty and (ii) if there shall not be sufficient insurance proceeds to fully repair or rebuild the same and (iii) either there are no habitable dwelling units abutting said deck(s), or there are habitable dwelling units abutting said deck(s) and all owners and mortgagees of said units consent to abandonment of said deck(s), then this Lease shall terminate as to said deck(s), there shall be no obligation on City or Tenant to repair or rebuild said deck(s), and the proceeds of insurance allocable to the deck(s) not repaired or rebuilt shall be the sole property of City.

4. In the event that there is a casualty to the property which is not insured against, parties shall use their best efforts to arrive at an amicable allocation of cost to repair or restore the portion of the Leased Premises so affected. If parties are unable to agree upon such an allocation, City may, in its sole discretion, terminate this Lease and declare the same null, void and of no effect.

B. Waiver.

Tenant hereby expressly waives any right or privilege now granted or

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created under the provisions of any of the real property laws of the State of Maryland or any similar law, rule or regulation now or hereafter in effect relating to the damage or destruction of the Leased Premises from any cause and agrees that the foregoing provisions of this Article shall govern in lieu thereof.

ARTICLE XIX - CONDEMNATION.

A. If the entire Leased Premises shall be taken (either temporarily or permanently) or condemned for public purposes or in the event Lessor shall convey or lease the Leased Premises to any public authority in settlement of a threat of condemnation or taking, this Lease shall thereupon terminate. If only a portion of the Leased Premises shall be so taken or condemned and as a result of such partial taking Tenant is not in its judgment reasonably able to use the remainder of the Leased Premises for the purposes intended hereunder, then this Lease shall terminate, the same as if the entire Leased Premises had been taken or condemned. In the event of termination hereunder, Tenant shall have no claim against City, and Tenant shall not be entitled to any portion of any amount that may be awarded as damages or paid as a result, or in settlement, of such proceedings.

B. If, following a partial taking, Tenant is, in its judgment reasonably able to use the remainder of the Leased Premises for the purposes intended hereunder, then this Lease shall not terminate but the Tenant shall promptly repair any damage caused by any such taking or condemnation at its sole cost and expense. In such event there shall be paid over or credited to Tenant from time to time by City, from the net award or payment for such taking and from no other source, such amounts as shall be necessary to reimburse Tenant for the entire cost of any repairs and restorations required to be made to the Leased Premises in connection with such taking. Such amounts shall be paid over when received by City against the receipt of a certificate signed by Tenant, which certificate shall specify, in reasonable detail, the items of such cost to be reimbursed, and shall certify that Tenant is not in default under this Lease to the best of its

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knowledge and belief and shall state that all conditions of this Lease relating to such reimbursement have been fulfilled. If the cost of such repairs shall exceed such net award or payment, the deficiency shall be paid by Tenant.

ARTICLE XX - COMPLIANCE WITH LAW.

Tenant shall at its sole cost and expense comply with all uniformly applicable Federal, State, county, municipal and other statutes, charters, laws, rules, orders, regulations, resolutions and ordinances affecting the Leased Premises and the occupancy, operation or use thereof, whether or not any such statutes, charters, laws, rules, orders, regulations, resolutions and ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Tenant shall comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Leased Premises.

ARTICLE XXI - ADDITIONAL RIGHTS OF CITY.

No right or remedy herein conferred upon or reserved to City or Tenant is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy hereunder, or now or hereafter existing at law or in equity or by statute. The failure of City or Tenant to insist at any time upon the strict performance of any of the covenants or agreements or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. The receipt by City of any rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by City or Tenant of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by City or Tenant, respectively. In addition to the other remedies provided in this Lease, City shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this

Lease or to any other remedy allowed to Lessor at Law or in equity.

If Tenant shall be in default in the performance of any of its obligations under this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that Tenant was in default, Tenant shall pay to City all the expenses incurred in connection therewith including reasonable attorneys' fees.

If City shall without fault on its part be made a party to any litigation commenced against Tenant and if Tenant shall fail to provide City with legal counsel approved by City (such approval not to be unreasonably withheld or delayed), Tenant shall pay all costs and reasonable attorneys' fees incurred or paid by City in connection with such litigation.

ARTICLE XXII - NOTICES, DEMANDS AND OTHER INSTRUMENTS.

All notices, demands, requests, consents, approvals, undertakings and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if sent by registered or certified United States mail, postage prepaid, addressed to such party at its address as is hereinafter designated in writing. Parties shall have the right from time to time to change the identity and address of those persons to whom notices shall be sent as recited in this paragraph, upon five (5) days' prior written notice, and provided such new address is within the United States.

CITY: Commissioner, Department of Housing
and Community Development
222 E. Saratoga Street
Baltimore, Maryland 21202
Copy to: City Solicitor
City Hall, First Floor
Baltimore, Maryland 21202
Charles L. Benton &
Lawrence B. Daley, Trustees
City Hall, Fourth Floor
Baltimore, Maryland 21202

TENANT: Coldspring Community Association, Inc.
c/o Lawrence H. Merrill
222 E. Saratoga Street
Baltimore, Maryland 21202

OTHERS: David H. Fishman, Esquire
Garrett Building
Baltimore, Maryland 21202

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Coldspring New Town Corporation
c/o Irwin Silver
One Landmark Square
Stamford, Connecticut 06901

ARTICLE XXIII - BINDING EFFECT.

All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each such successor and assign were in each case named as a party to this Lease. This Lease may not be changed, modified or discharged except by a writing signed by City and Tenant.

ARTICLE XXIV - CONDITIONS AND COVENANTS.

A. Tenant covenants that it will comply with all terms and conditions of this Lease.

B. City covenants that it will comply with all of the terms and conditions of this Lease, and if Tenant shall perform all of its obligations hereunder, City will not interfere with the peaceful and quiet occupation and enjoyment of the Leased Premises by Tenant, which occupation and enjoyment shall be without hindrance, ejection or molestation by City or anyone claiming by, through or under City.

C. Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, nor shall the obligations hereunder of Tenant be otherwise affected, by reason of any damage to or the destruction of all or any part of the Leased Premises from whatever cause, or the taking of the Leased Premises or any portion thereof by condemnation or otherwise, it being the intention of the parties hereto that the obligations of Tenant shall be absolute and unconditional and shall continue unaffected, unless the requirement to pay or perform the same shall be terminated pursuant to an express provision of this Lease.

D. This Lease shall be recorded among the Land Records of Baltimore City and all costs attendant thereto shall be borne by Tenant.

E. Tenant shall furnish to City, at Tenant's cost and expense, an annual audited statement prepared in accordance with generally accepted accounting principles by certified public accountants, which statement shall include a balance sheet as of the end of such fiscal year and an income and expense statement. Said statement shall be furnished within one hundred fifty (150) days after the close of each fiscal year.

As Witness the signatures of the duly authorized officers or agents of the parties hereto.

ATTEST: As to Coldspring Community Association, Inc.

MAYOR AND CITY COUNCIL OF BALTIMORE

John A. McCauley
JOHN A. McCAULEY

BY: *M. J. Brodie*
M. J. BRODIE, Commissioner,
Department of Housing and
Community Development

ATTEST: As to Mayor & City Council of Baltimore

COLDSRING COMMUNITY ASSOCIATION, INC.

Lawrence B. Daley
LAWRENCE B. DALEY

James A. Heindel (SEAL)
President

STATE OF MARYLAND, CITY OF BALTIMORE ss

I HEREBY CERTIFY that on this 18th day of JULY, 1978,

the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared M. J. BRODIE, Commissioner of the Department of Housing and Community Development of Baltimore City, who acknowledged the foregoing Lease to be the act of the Mayor and City Council of Baltimore for the purposes therein recited, and that he is duly authorized to execute said Lease and make this acknowledgment.



Jerome M. Katz
Notary Public

My Commission expires the 1st day of July, 1982.

STATE OF MARYLAND, CITY OF BALTIMORE ss

I HEREBY CERTIFY, that on this 18th day of JULY, 1978, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Lowrance H. M... Inc., President of Coldspring Community Association, Inc., who acknowledged the foregoing Lease to be the act of said body corporate for the purposes therein recited, and that he is duly authorized to execute said Lease and make this acknowledgment.



Jerome M. Kety
Notary Public

My Commission expires the 1st day of July, 1982.

Approved as to form and legal sufficiency this 18 day of July, 1978.

Benjamin L. Brown
BENJAMIN L. BROWN
City Solicitor

William Hoffman
WILLIAM HOFFMAN
Chief Solicitor

APPROVED BY THE BOARD OF ESTIMATES
JUL 19 1978 Richard G. Sibley
Date Clerk

007h**** #097492 81-11 130
007h**** #246766 81-11-78 246766

Being page 15 of a Lease from City to Coldspring Community Association, Inc. - Stage 1A, Coldspring.

REC'D FOR RECORD OCT 11 1978 1:57 PM. & RECORDED IN THE LAND RECORDS OF BALTIMORE CITY, LIBER R.H.B. 3673 PAGE 210 ROBERT H. BOUSE, CLERK

059:DHf:10
7/19/78

LIBER 3673 PAGE 225

#806

9

SUBLEASE

THIS SUBLEASE, made this 19 day of July, 1978, by and between COLDSRING COMMUNITY ASSOCIATION, INC., a Maryland non-stock corporation (hereinafter "CCA") and the COUNCIL OF UNIT OWNERS OF COLDSRING NORTH CONDOMINIUM, an unincorporated entity (hereinafter "Tenant") witnesseth:

RECITALS

1. CCA is the lessee of a certain lot of ground and improvements thereon more fully described in a Lease of even date from the Mayor and City Council of Baltimore (hereinafter "City") to CCA.

2. Said Lease permits CCA to sublet the premises to Tenant.

3. Tenant, under the terms and conditions of the Coldspring North Condominium Declaration (the "Condominium"), is the governing body of the Condominium.

NOW, THEREFORE, CCA hereby subleases and demises to Tenant all that tract or parcel of ground and improvements described in the Lease aforesaid upon the following terms and conditions:

A. RECITALS. The recitals form a part of this Sublease.

B. ASSUMPTION OF DUTIES AND OBLIGATIONS.

Tenant agrees and covenants to acquit faithfully all of the duties and obligations imposed upon CCA by the Lease aforesaid, as if Tenant were the original lessee thereunder.

C. INDEMNIFICATION.

Tenant agrees to save CCA harmless from and against any and all claims, demands, suits at law or in equity or before administrative tribunals arising out of Tenant's negligence. Tenant further agrees to defend any claims against CCA relating to the Lease at Tenant's sole cost and expense. This indemnification shall be applicable to all parts of the Leased Premises whether the same are impressed with easements for public use or travel or not, and whether policies of insurance have been secured by Tenant, or not, but this provision shall not entitle an insurer of CCA to subrogation rights against Tenant.

D. NO RIGHT TO ASSIGN OR SUB-SUBLET.

Tenant shall have no right to assign this Lease or sub-sublet the demised premises without the prior written consent of CCA and City.

059:DMF:10
7/19/78

LIBER 3673 PAGE 226

As Witness the signatures of the duly authorized officers or agents of the parties hereto.

ATTEST: COLDSRING COMMUNITY ASSOCIATION, INC.

David Johnson By: James H. Merrill (SEAL)
President

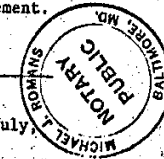
WITNESS: COUNCIL OF UNIT OWNERS OF COLDSRING

By: David Johnson James Silver, Pres.
Agent

STATE OF MARYLAND, CITY OF BALTIMORE; ss:

I HEREBY CERTIFY, that on this 25 day of July, 1978, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared LAWRENCE H. MERRILL, President of Coldspring Community Association, Inc., who acknowledged the foregoing Lease to be the act of the Coldspring Community Association, Inc. for the purposes therein recited, and that he is duly authorized to execute said Lease and make this acknowledgement.

Michael J. Roman
NOTARY PUBLIC



000**** 2044942 8L-11 130
008**** 2144942 8L-11 130

My Commission expires the 1st day of July, 1982.

STATE OF MARYLAND, CITY OF BALTIMORE; ss:

I HEREBY CERTIFY, that on this 25 day of July, 1978, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared James Silver, President of Coldspring, Agent of the Council of Unit Owners of Coldspring North Condominium, who acknowledged the foregoing Lease to be the act of said Council for the purposes therein recited, and that he is duly authorized to execute said Lease and make this acknowledgement.

* New Town Corporation,

Michael J. Roman
NOTARY PUBLIC

MICHAEL J. ROMANS

My Commission expires the 1st day of July, 1982.



REC'D FOR RECORD OCT 11 1978 15PM
& RECORDED IN THE LAND RECORDS ON
BALTIMORE CITY, LIBER R.H.S. 3673
PAGE 225 ROBERT E. BOUSE, CLERK

169:112
R035B:3:2/27/81

LIBER 4,053, PAGE 509

THIS DEED is made this 30th day of April 1981, between COLDSRING NEW TOWN CORPORATION, a body corporate of the State of Connecticut, hereinafter called "Grantor", and THE MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation in the State of Maryland, hereinafter called "Grantee".

WHEREAS, Grantee by Deed of even date recorded prior hereto among the Land Records of Baltimore City has conveyed to Grantor the properties known as Lot 4, Parcel No. 2; Lot 6, Parcel No. 1; and Lot 6, Parcel No. 2, comprising Stage 1B of the Coldspring Project; and

WHEREAS, Grantor has on this date created the Coldspring Stage 1B Condominium by recording prior hereto a Declaration and condominium plats among the said Land Records; and

JUL11*** 28988 12 18 92 AM
JUL11*** 29888 12 18 92 AM

WHEREAS, Grantor desires to reconvey to Grantee all of the aforesaid land, saving and excepting the condominium Units this date created and certain other appurtenances thereto as hereinafter mentioned.

NOW THEREFORE WITNESSETH that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee all of those three (3) parcels of land situate in Baltimore City, Maryland, aforesaid, and particularly described as follows:

BEING all of Lot 4, Parcel No. 2; Lot 6, Parcel No. 1; and Lot 6, Parcel No. 2 as shown on the Final Subdivision Plan of the Coldspring Project, Section I, recorded among the Land Records of Baltimore City in Pocket Folder R.H.B. No. 2549;

4756

SAVING AND EXCEPTING therefrom all of the condominium Units created by the condominium Declaration and plats heretofore recorded among the said Land Records by Grantor creating the Coldspring Stage 1B Condominium, and certain portions of the

All taxes for which assessments have been received have been paid as of this date
26, 1981
Director of Finance of Baltimore City by

67125

TRANSFER TAX NOT REQUIRED
CIVILIL L DENTON
DIRECTOR OF FINANCE
PER [Signature]
AUTHENTIC SIGNATURE

common elements of said condominium as defined in Section 3(c) of the condominium Declaration, consisting of interior walls (other than masonry walls), parapets, windows, doors, floors and ceilings separating Units, and utility rooms serving Units.

SUBJECT HOWEVER to perpetual easements for the benefit of the said condominium and the unit owners thereof for: (i) ingress, egress and regress; (ii) support for the buildings and improvements shown on the condominium plats including but not limited to foundations; (iii) utilities serving the Units; and (iv) encroachments caused by the shifting, settlement or lateral movement of any building; (v) encroachments due to minor variations between the physical boundaries of the condominium as described in the aforesaid Declaration or shown on the aforesaid condominium plats and the existing physical boundaries of any such Unit or common element; and (vi) encroachments on the land granted hereby resulting from the duly authorized construction or repair of any building forming part of the condominium.

TOGETHER WITH all rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining; and specifically, without limitation, all masonry walls, trash rooms, storage rooms, utility lines serving the condominium, stairways serving decks and stairways serving Units.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Mayor and City Council of Baltimore, its successors and assigns, in fee simple.

169:112
R035B:4:4/13/81

LIBER 4053 PAGE 511

AND THE SAID Grantor hereby covenants that it will execute such further assurances of the property granted as may be requisite.

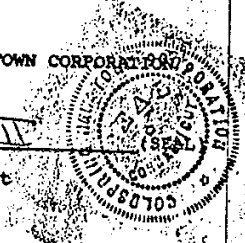
AS WITNESS the due execution hereof under seal as of the day and year first above written.

ATTEST:

COLDSRING NEW TOWN CORPORATION

[Signature]

By: [Signature]
Vice President



Approved as to form and legal sufficiency this 30 day of April, 1981:

[Signature]
City Solicitor

[Signature]
Chief Solicitor

STATE OF MARYLAND)
CITY OF BALTIMORE) TO WIT:

I HEREBY CERTIFY that on this 30 day of APRIL, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared F. D. RICH III, Vice President of Coldspring New Town Corporation, and he acknowledged the foregoing Deed to be the act of said body corporate; and at the same time certified that this Deed is not part of the sale, lease exchange or other transfer of all or substantially all of the property and assets of the said corporation.

AS WITNESS my hand and notarial seal.



[Signature]
Notary Public

My Commission Expires: 7/1/82

REC'D FOR RECORD MAY 26 1981 11:32 AM. & RECORDED IN THE LAND RECORDS OF BALTO. CITY, LIBER C. W. M., JR. PAGE 109 CHARLES W. MACKEY, JR., CLERK

Coldspring Community Association Inc

Resolutions & Policies



Collection Guidelines
For Coldspring Community Association, Inc.

The Coldspring Community Association, Inc., by its Board of Directors, adopts the following Guidelines for collection of dues and other fees not timely paid by Unit Owners or other persons or entities who or which may be required to makes payment of dues or fees to the Association.

1. These Guidelines are solely for the guidance of the Board, any management company retained by the Association, any collection agency or law firm retained by the Association, the Unit Owners of the Association, and other persons or entities who or which may be required to makes payment of dues or other fees to the Association. The rights of all parties are controlled by contracts among them, state and federal statutes, the Coldspring Community Association Declaration, Articles and Amended Articles of Incorporation, By-Laws and Revised By-Laws, and other sources. These Guidelines do not give rise to any additional or substitute rights in any party, and may be complied with or not complied with, or amended at any time without notice to any party, without violating, affecting, enlarging or abridging any party's legal rights. These Guidelines are not intended to be comprehensive, and may not apply in all situations.
2. Dues and fees bills are regularly sent out by or on behalf of the Association. All payments so billed are to be paid within 30 days of mailing. Any bill not paid within 30 days shall be deemed delinquent. A Management Company retained by the Association ("the Management Company"), if any, promptly upon a bill reaching delinquent status, send a letter by certified mail to the Unit Owner or other billed party advising that the bill will be turned over to a collection agency and/or law firm (collectively "Collection Agency") 15 days after the bill became delinquent. Until the bill is sent to a Collection Agency, payment should be made to the Management Company.
3. If a delinquent bill remains unpaid 90 days after being sent to the Unit Owner or other billed party and is turned over to a collection agency, the Unit Owner or other billed party will become liable to reimburse the Association in full for all late fees, administrative costs, interest charged by the Association, any pre- and post-judgment interest, court costs, and agency and/or legal services.
4. Any Collection Agency retained by the Association shall be responsible for maintaining a running total of the dues and fees and other charges owed by each delinquent Unit Owner or other billed party and shall promptly upon request by the Unit Owner or other billed party supply the latter with the amount that will enable the latter to make a full payoff of the latter's outstanding obligation.
5. The Unit Owner or other billed party will have five business days after receiving a

payoff total to tender full payment, which must be made to the Collection Agency. Such payment must be tendered in the form of a certified or cashier's check or money order, payable to the Coldspring Community Association, Inc.

6. The Management Company shall prepare a report for each meeting of the Board of Directors listing each delinquency and the status of each. The Board shall determine with each individual delinquency whether and when to submit the delinquent account to a Collection Agency for collection.
7. For each account turned over to a Collection Agency, the Agency shall be responsible to provide a monthly report to the Board. The Board will in its sole discretion determine: a) whether to pursue litigation and/or foreclosure; b) whether to enter into a payment arrangement with the affected Unit Owner or other billed party; and c) whether to waive any sums owing to the Association.
8. These guidelines will be reviewed every two years to determine their effectiveness and efficiency.

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Coldspring Community Association Inc

Rules & Regulations



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

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