

Condominium Resale Certificate

Chestnut Woods Condominium

1. Selling Unit Owner #2:	
2. The Declaration is entitled:	Declaration Chestnut Woods Condominium
3. What is the effect on the proposed conveyance of any right of first refusal or other restraint other than any created by the Selling Unit Owner? None	
4. Monthly assessment amount(\$):	165.00
5. Total amount of any unpaid assessments or special assessments (\$):	None
6. Amount of any unpaid late charges or other fees (\$):	None
7. Additional fees payable by the unit owners to the Council (besides assessments and special assessments):	None
8. The charge for preparation of a Resale Certificate is (\$):	225.00
9. The cost of the assessment certificates is (text):	Thirty-Five
10. The cost of the assessment certificates is (\$):	35.00
11. Capital expenditures, if any, approved by the Council planned at the time of conveyance that are not reflected in the current operating budget: None known	\$0.00
12. The date of the most recent regularly prepared balance sheet and income expense statement:	
13. Current budget start date:	January 2023
14. Current budget end date:	December 2023
15. Is there a reserve fund?	Yes
16. Describe any judgments against the Council: None	
17. Describe any pending suits the Council is a party to: None	
18. Insurance policy number:	PHPK2338940

Condominium Resale Certificate

Chestnut Woods Condominium

19. The name of the insurance company for the association: **Philadelphia Indemnity Insurance Company**
20. Insurance policy start period: **10/26/22**
21. Insurance policy end period: **10/26/23**
22. This policy is available for inspection at the office of:
Community Association Management, LLC. 3655-A Old Court Rd., Suite 15, Baltimore, MD 21208
23. Describe any alterations or improvements to the Selling Unit that are in violation of the governing documents:
None
24. Describe any violations of applicable health or building codes for the Selling Unit:
None
25. What is the remaining term of a leasehold estate affecting the Condominium?
None
26. What provisions govern the extension or renewal of the leasehold estate?
N/A
27. Name of the recreational or other facilities used or maintained by the unit owners: **Pool and playground.**
28. Are the recreational facilities part of the common elements? **Yes**
29. What is the frequency of the assessment charge? **Monthly**
30. When are the regular assessments due? **1st**

The information above was obtained by the following representative of the project's Homeowners Association

Name: David Caplan

Phone: 410-602-6898

Title: Principal/Community Manager

Date: 05-18-2023

David Caplan

Signature

Condominium Resale Certificate

Chestnut Woods Condominium

Comments

Maryland is a priority lien state as of October 1, 2011, and as provided in Section 11-110(f) of the Maryland Condominium Act (Title 1, Md. Real Prop. Code Ann.), and Section 11B-117(c) of the Maryland Homeowners Association Act (Title 11B, Md. Real Prop. Code Ann.).

Approved Resolutions
Chestnut Woods Condominium

Order: 8G8YQJZ3
Address: 302 Thimbleberry Rd
Order Date: 05-17-2023
Document not for resale
HomeWiseDocs

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

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Design Document
Chestnut Woods Condominium

Order: 8G6YQJRZS
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
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CHESTNUT WOODS CONDOMINIUM ASSOCIATION
STANDARD ARCHITECTURAL MODIFICATION FORM (SAM Form)
 (Revised) September 2002

Property Owner(s): _____

Property Address: _____

Telephone: Home: _____ Work: _____

Date Received by TPSI: _____ Date Letter Sent to Owner: _____

In accordance with Article XI, Sections 1(a), (b), of the By-Laws for the Chestnut Woods Condominium, I am hereby requesting written approval for the following:

- | | |
|--|--|
| * () Deck (Max. size, 10'D x 18' W) | * () Patio (Max. size, 10'D x 18' W) |
| () Landscaping (no deeper than 18") | * () Fence (Max 6', Min. 4') Wood or
White Vinyl (No combinations) |
| * () Shed (Max. size 8' x 10') | ** () Change of Color Scheme |
| () Storm Door (Alum. - white, black, brown) | () Light Fixture |
| () Trim (Aluminum, vinyl - white only) | |
| () Other _____ | |

Description of change:

Colors: _____

Materials (include grade or quality): _____

Type of Plantings: _____

Dimensions: _____

For all alterations or structures, i.e. decks, fences, replacement windows, awnings, doors, roofs, gardens, etc., please attach a separate detailed drawing which meets the Condominium standards. Photographs may be helpful. **It is the responsibility of each individual condominium owner to secure the proper permits from Baltimore County before starting work.**

Contractor Name _____

Address _____

Telephone _____ MHIC Lic # _____ Permit # _____

Date to Begin _____ Date of Completion _____

***Diagrams/Dimensions/Plot Plans REQUIRED. Baltimore County Permit REQUIRED**

****Paint chip/color Code/Address of Color Scheme Example REQUIRED**

Approval _____ Approval Date _____

Approval/With Conditions _____ Date _____

Denial _____ Date _____

Authorized Signature _____

9\02\cw\sam\rev\

Order: 806YUJRZ5
 Address: 802 Thimbleberry Rd
 Order Date: 05-17-2023
 Document not for resale
 HomeWiseDocs

CHESTNUT WOODS CONDOMINIUM ASSOCIATION
STANDARD ARCHITECTURAL MODIFICATION FORM (SAM Form)

(Revised) September 2002

Property Owner(s): _____

Property Address: _____

Telephone: Home: _____ Work: _____

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Approval _____ Approval Date _____

Approval/With Conditions _____ Date _____

Denial _____ Date _____

Authorized Signature _____

9\02\cw\sam\rev\

Order: #G6YQJFZ5
Address: 802 Thimbleberry Rd
Order Date: 06-17-2023
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Home\Win\Doc

Articles of Incorporation
Chestnut Woods Condominium

Order: 8G6YQJRZS
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
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HomeWiseDocs

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

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Association Fidelity Bond
Chestnut Woods Condominium

Order: 8G6YQJRZ5
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2022

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

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

PRODUCER Harford General Insurance Agency 1447 York Road Suite 601 Lutherville MD 21093	CONTACT NAME: Nelson Hannahs PHONE (A/C, No, Ext): (410) 560-3553 E-MAIL ADDRESS: COI@harfordgeneral.com	FAX (A/C, No): (410) 560-3375
	INSURER(S) AFFORDING COVERAGE	
INSURED Chestnut Woods Condominium Association c/o Community Association Management PO Box 579 Stevenson MD 21153	INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058	
	INSURER B: Greenwich Insurance Company NAIC # 22322	
	INSURER C: Hartford Fire Insurance Company NAIC # 19682	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2211337417 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2338940	10/26/2022	10/26/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Pool/Park/Playground \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		PPP7452812	10/26/2022	10/26/2023	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
							Prod. Comp. Aggregate \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Commercial Property	Y		PHPK2338940	10/26/2022	10/26/2023	Blanket Bldg Limit/Ded \$20,868,657/5,000
							BPP Limit/Ded \$100,000/\$5,000

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

A)D&O Pol# PCAP022805-0319 10/26/22 to 10/26/23 LMT \$1,000,000/Ret. \$1,000
C)Fidelity Bond# 30BDDHR1020 07/10/22 to 07/10/23 LMT \$260,000/Ded \$2,600
100% Repl Cost/90% Coins./Equip. Brkdwn Incl/Ord. or Law Incl/Infl. Guard Incl/Single Entity (Walls-in)/Bett&Imprv NOT Incl/"Special Form"/Sep. of Ins.
Incl/Waiver of Sub. Incl/125 Units Total/PMC is additional insured on Fidelity Bond/30-day notice of cancellation.
Owner: ; Loc: Transverse Avenue/Corktree Road/Windpine Road/Pinyon Court/Thimbleberry Road/Tussock Court, Middle River, MD 21220; Loan#:

CERTIFICATE HOLDER **CANCELLATION**

Community Association Management P.O. Box 579 Stevenson	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Order: 8G1000000000 AUTHORIZED REPRESENTATIVE Address: 802 Thimbleberry Rd MD 21153 Order Date: 05-17-2022
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Budget
Chestnut Woods Condominium

Order: 8G6YQJRZS
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
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Chestnut Woods Condominium
2023 Approved Budget

	2022 Approved Budget	2022 Projected Expenses	2023 Approved Budget
125 homes			
current assessment is \$165/home/month			
INCOME			
Association Fees	\$247,500	\$264,922	\$247,500
Collection Costs/Legal Fee Recovery	\$0	\$0	\$0
Pool Rental Income	\$0	\$0	\$0
Late Fee	\$1,500	\$3,737	\$1,500
NSF-returned check	\$0	\$0	\$0
Fee-Maintenance	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0
TOTAL INCOME	\$249,000	\$268,659	\$249,000
EXPENSES			
REPAIRS & MAINTENANCE			
Landscaping-trees	\$10,000		\$5,000
Landscaping Contract	\$11,000	\$12,100	\$11,000
Landscaping - repairs	\$250	\$0	\$250
Plumbing (water and sewer maint.)	\$2,200	\$16,716	\$2,500
General Repairs & Maintenance	\$5,500	\$7,500	\$5,500
Community Cleanup	\$7,000	\$12,850	\$7,000
Exterminator	\$3,000	\$1,980	\$3,000
Trash Removal	\$500	\$0	\$1,000
Snow Removal	\$6,300	\$2,100	\$6,300
Roof/Gutter Repairs	\$0	\$0	\$0
Total Repairs & Maintenance	\$45,750	\$53,246	\$41,550
UTILITIES			
Electric	\$0	\$0	\$0
Water & Sewer	\$28,000	\$35,400	\$30,000
Total Utilities	\$28,000	\$35,400	\$30,000
ADMINISTRATION			
Office Expense	\$4,600	\$4,600	\$4,600
Miscellaneous	\$0	\$0	\$0
Accounting & Audit	\$3,000	\$0	\$3,000
Web-Site	\$250	\$0	\$250
Insurance	\$38,000	\$37,050	\$38,000
Legal	\$1,000	\$1,200	\$1,000
Taxes	\$0	\$0	\$0
Professional Service	\$0	\$0	\$0
Management	\$21,500	\$21,500	\$22,500
Newsletter	\$0	\$0	\$0
Dues & Subscriptions	\$0	\$0	\$0
Donations	\$400	\$0	\$400
Community Park	\$1,000	\$1,000	\$500
Total Administration	\$69,750	\$65,350	\$70,250

Order: 806Y1115
Address: 8035 Nibleberry
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Chestnut Woods Condominium
2023 Approved Budget

POOL EXPENSE			
Pool Management	\$20,000	\$20,600	\$22,000
Pool Admin-passes	\$550	\$485	\$550
Pool Electric	\$2,800	\$1,765	\$2,500
Pool Repairs	\$2,500	\$2,200	\$2,500
Pool Supplies	\$3,500	\$3,041	\$3,000
Pool Permit	\$700	\$408	\$700
Pool Maintenance	\$3,500	\$3,850	\$4,000
Pool Telephone	\$925	\$934	\$925
Pool Furniture	\$0	\$0	\$0
Pool House	\$1,000	\$0	\$1,000
Total Pool Expense	\$35,475	\$33,283	\$37,175
TOTAL OPERATING EXPENSES	\$178,975	\$187,279	\$178,975
RESERVES			
RESERVES			
Pool & Park Reserve	\$6,000	\$6,000	\$6,000
Plumbing	\$1,800	\$1,800	\$4,800
Road & Sidewalk Reserve	\$26,400	\$26,400	\$23,400
Snow Reserve	\$1,000	\$1,000	\$1,000
Monthly Transfer	\$19,725	\$19,725	\$19,725
Electrical System	\$8,200	\$8,200	\$8,200
Security System	\$5,000	\$5,000	\$5,000
Violation	\$1,900	\$1,900	\$1,900
Roof maintenance	\$0	\$0	\$0
Total Reserve Expense	\$70,025	\$70,025	\$70,025
TOTAL EXPENSES	\$249,000	\$237,250	\$249,000
Profit/Loss	\$0	\$31,409	\$0

Order: #G6YQ1R25
 Address: 802 Thimbleberry Rd
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Bylaws
Chestnut Woods Condominium

Order: 8GGYQJFZS
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11:51:6/9/76:
PL-CWC

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TRANSFER TAX NOT REQUIRED

Walter R. Richardson
Director of Records

Per: *[Signature]*
Authorized Signatory

CARDIN AND
WINSTEIN P.A.
ATTORNEYS AT LAW
1015 WASHINGTON BLVD
BETHESDA, MD 20814
TEL: 301-271-1111

DL: E/0/76
-CNC

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GARDIN and
WEINSTEIN, P.A.
ATTORNEYS AT LAW
SUIT 281
2413 North 17th Street
Baltimore, Md. 21218
Telephone (301) 524-2222

Order: BCGV01723

Address: 802 Thimbleberry Rd

Order Date: 05-17-2023

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HomeWiseDocs

2023/4/30/76
-WC

BY-LAWS
CHESTNUT WOODS CONDOMINIUM

ARTICLE I

Name and Location

Section 1. Name and Location. The name of the condominium is Chestnut Woods Condominium. Its principal office is located at 204 Heaver Plaza, Lutherville, Maryland 21093.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein means that certain Declaration made the _____ day of _____, 1976, by Chestnut Woods Limited Partnership, a Maryland Limited Partnership, pursuant to Section 11-101 through and including Section 11-123 of the Real Property Article of the Annotated Code of Maryland, 1974 edition, as amended, by which certain described property including land, is submitted to a Condominium Regime and which Declaration is recorded among the Land Records of Baltimore County, Maryland, immediately prior hereto and to which these By-Laws are appended.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in Section 11-101 of the Real Property Article, of the Annotated Code of Maryland, 1974 Edition, as amended.

ARTICLE III

Ownership

Section 1. Owners. Every person, group of person, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium as the same is constituted from time to time shall be a member of the Council of Unit Owners, hereinafter called the "Council", pro-

EARDIN AND
WILHELM, P.A.
ATTORNEYS AT LAW
SUITE 301
4470 GAITHERSBURG ROAD
GAITHERSBURG, MD 20878
PH: 410-281-3300 FAX: 410-281-3301

Order: 806YQJRKZS
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
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vided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an owner.

Section 2. By-Laws Applicability. The provisions of these By Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land, as well as the improvements thereon. In construing these By-Laws, and the government of the condominium pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland, 1975 Edition, as amended, pertaining to the government of non-stock business corporations, shall be considered as governing to the extent not inconsistent with the provisions of the Real Property Article,, Section 11-101, et seq., of the Annotated Code of Maryland, the Declaration and these By-Laws, the condominium being considered the corporation and the owners being considered the members. This Council shall be unincorporated as provided in Section 11-109 of the Real Property Article of the Annotated Code of Maryland.

ARTICLE IV

Meeting of Council of Unit Owners

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

Section 2. Annual Meetings. The Organizational and First Meeting of the Council of the Condominium shall be held within 120 days after fifty percent (50%) of the units in the Condominium Regime as then constituted have been sold and title to the same has been conveyed, or on the 1st day of November, 1977, whichever shall first occur. Thereafter, annual meetings of the Council of the condominium shall be held on the 1st day in November of each succeeding year. At such meeting there shall be elected by ballot of the Unit Owners, a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The Council may also transact such other business of the Condominium as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board of Directors or upon a petition signed by Unit Owners representing at least twenty percent

(20%) of the total votes of the Condominium Regime, as then constituted, having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5ths) of the Unit Owners present, either in person or by proxy.

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

Section 5. Quorum. The presence, either in person or by proxy, of owners representing at least fifty-one percent (51%) of the total votes of the Condominium Regime, as then constituted, shall be requisite for and constitute a quorum for the transaction of business at all meetings of the Council. If the number of votes at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Voting. At every meeting of the Council, each of the Unit Owners shall have the right to cast one vote for each unit which he owns on each question. The votes established in Paragraph 12 of the Declaration shall be applicable to voting rights. The vote of the Unit Owners representing fifty-one percent (51%) of the total votes of the Condominium Regime, as then constituted, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statute, the Declaration or these By-Laws, a different vote is required, in which case such express provision shall govern and control. No Unit Owner, shall be eligible to vote or to be elected to the Board of Directors or to an office in the Condominium if the Council of Unit Owners has recorded a statement of condominium lien on his Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7. Proxies. A Unit Owner may appoint any other Unit Owner, the Developer (as defined in the Declaration), Management Agent, Mortgagee or Lessee, as his proxy. In no case may any Unit Owner, except for the Developer or the Management Agent, cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary before the appointed time of each meeting. The proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee. It may be revoked sooner by a written notice of revocation filed with the Secretary or by the death of the Unit Owner.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by the Board of Directors composed of at least three (3) persons and not more than nine (9) persons, a majority of whom, after the Organizational and First meeting of the Council shall be Unit Owners.

Section 2. Initial Directors. The initial Directors shall be selected by the Developer and need not be Unit Owners. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records of Baltimore County, Maryland until the Organizational and First Meeting of the Council or until such time as their successors are duly chosen and qualified are as follows:

1. Morris H. Wolf
2. Mark A. Bennett
3. Stewart J. Greenebaum

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Condominium and may do all such

acts and things as are not by law or by these By-Laws directed to be exercised and done by the Council. The powers and duties of the Board of Directors shall include but not be limited to the following:

(a) To provide for the care, upkeep and surveillance of the Condominium Regime, as it is constituted from time to time and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration;

(b) to establish and provide for the collection of assessments from the Unit Owners and for the assessment and/or enforcement of liens therefore in a manner consistent with law and the provisions of these By-Laws and the Declaration;

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

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

Section 4. Management Agent The Board of Directors shall employ for the Condominium a professional Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (d) of Section 3 of this Article. The Council shall not employ any new Management Agent without first obtaining written consent from the holders of all first mortgages on the Condominium units and the Council shall not undertake "self-management" or otherwise fail to employ a professional management agent without the prior written consent of all of the holders of such first mortgages. Any professional management company so employed must have and maintain fidelity bond coverage in an amount equal to or greater than one and one half times the

estimated annual operating expenses and reserves of the Condominium.

Section 5. Elections and Terms of Office. The term of the Directors named herein shall expire when their successors have been elected at the Organizational and First Annual meeting of the Council and are duly qualified. At the first annual meeting of the Council the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The terms of office of the other Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Council at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Director. At a regular or special meeting duly called, any Director may be removed with _____ cause by the affirmative vote of the majority of the entire Council and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Council shall be given an opportunity to be heard at the meeting. The term of any Director who has an unreleased Statement of Lien recorded against him shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. Except for those Directors named as such in Section 2 of Article V of these By-Laws, and any of their successors elected prior to the first annual meeting of the Council, no remuneration shall be paid to any Director who is also a Unit Owner for services performed by him for the Condominium in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 9. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors

were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Directors, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 12. Waiver of Notice. Before, or at, any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or

consents shall be filed with the minutes of the proceedings of the Board of Directors.

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

ARTICLE VI

Officers

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

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

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

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

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Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

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

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

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

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors.

The Council of Unit Owners shall indemnify every officer and director of the Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council to which he may be made a party by reason of being or having been, an officer or director of the Council, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Council shall be liable to the Unit Owners for any negligence, including their own individual willful misconduct or bad faith, but shall not be liable for mistakes of judgement or

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

Section 2. Common or Interested Directors. (a) The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Council. (b) For so long as the Developer elects one or more directors to the Board: no contract or other transaction between the Council and one or more of its Directors or between the Council and any corporation, firm or association, including the Developer, in which one or more of the Directors of this Council are directors or officers, or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors, or any committee thereof, which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

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

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

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

(c) For so long as the Developer elects one or more directors to the Board: common or Interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors, or committee thereof, which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract

or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII
Management

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

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

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

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

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

(e) The cost of painting, maintaining, replacing, repairing and landscaping the general and limited common elements and such furnishings and equipment for the general and limited common elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council to paint, repair, or otherwise maintain the exterior or interior of any unit or any fixtures or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council is required to secure to pay for by law, or otherwise, or which in the discretion

of the Board of Directors shall be necessary or proper for the operation of the general and limited common elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular unit or units, the cost thereof shall be specially assessed to the Unit Owner or Owners thereof in the manner provided in subsection (g) of Section I of this Article.

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

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

Section 2. Management Agent. The Council may delegate any of its duties, powers or functions to the Management Agent, provided that such delegation shall be revocable upon thirty (30) days written notice. The Council and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council, if any, the Unit Owner of any unit shall at

his own expense, maintain the exterior and interior of his unit and any and all equipment, appliances or fixtures herein situated and its other appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his unit and such appurtenances. In addition to the foregoing, the Unit Owner of any unit shall at his own expense, maintain, repair or replace any plumbing fixtures, porches, patios or sundecks, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, disposals, ranges and/or other equipment that may be in, or appurtenant to such condominium unit.

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

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

Section 6. Limitation of Liability. The Council shall not be liable for any failure of water supply or other services to be obtained by the Council or paid for out of the Common Expenses, or for injury or damage to persons or property caused by the elements or by the Unit Owner of any unit, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the general or limited common elements or from any pipe, drain, conduit, appliance or equipment. The Council shall

not be liable to the Unit Owner of any unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the general or limited common elements. No diminution or abatement of Common Expense Assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the general or limited common elements or from any action taken by the Council to comply with any law, ordinance, or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Condominium Fees/Assessments.

Section 1. Annual Condominium Fees/Assessments.

(a) Each Unit Owner shall pay to the Council, monthly, a sum equal to one-twelfth (1/12th) of the Unit Owner's proportionate share of the sum required by the Council pursuant to the Percentage Interests in Common Expenses and Common Profits as set forth in Exhibit 2 of the Declaration, (hereinafter called "Assessments"), to meet its annual expenses, including but in no way limited to the following:

- (1) The cost of all operating expenses of the Condominium Regime as the same maybe constituted from time to time, and services furnished, including charges by the Council for facilities and services furnished by it;
- (2) The cost of necessary management and administration, including fees paid to any Management Agent;
- (3) The amount of all taxes and assessments levied against the Council or upon any property which it may own or which it is otherwise required to pay, if any;
- (4) The cost of fire and extended liability insurance on the Property and the cost of such other insurance as the Council may effect;
- (5) The cost of furnishing water, electricity, heat, garbage and trash collection and/or utilities, to the extent furnished by the Council;
- (6) The cost of funding all reserves established by the Council, including, when appropriate, a general operating reserve and/or reserve for replacements;
- (7) The estimated cost of repairs, maintenance and replacements of the Condominium Regime including general and limited common elements, to

be made by the Council; and

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

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

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

Section 2. Special Assessments. In addition to the regular assessment authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Regime, as then constituted, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the owners representing two-thirds (2/3) of the total votes of the Condominium. A meeting of the Unit Owners shall be duly called for this purpose, written notice of which shall

be duly called for this purpose, written notice of which shall be sent to all owners at least fifteen (15) days, but not more than forty-five (45) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserve for Replacements. The Council shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors and which shall not be less than five per cent (5%) of the aggregate monthly installments levied pursuant to the provisions of this Article IX. Such fund shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America, Maryland State Savings Insurance Corporation, or may, in the discretion of the Board of Directors, be invested in the obligations of, or fully guaranteed as to principal by, the United States of America, states, municipalities, or counties.

The reserve for replacements may be expended only for the purpose of effecting the replacement of the common elements and equipment of the Condominium and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be reduced, by appropriate resolution of the Board of Directors, upon the accumulation in such reserve fund of a sum equal to twenty percent (20%) of the full replacement value of the Condominium Regime as such full replacement value is annually determined by the Board of Directors for casualty insurance purposes. The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the unit to which it appertains, and shall be deemed to be transferred with such unit.

Section 4. Non-Payment of Assessment.

(a) A Unit Owner shall be liable for all assessments, or installments thereof, coming due while he is the owner of a unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid

assessments against the grantor for his share of the Common Expenses up to the time of the voluntary grant for which a Statement of Condominium Lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

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

(c) Any assessment, or installment thereof, not paid when due shall bear interest, from the date when due until paid, at the rate not exceeding the maximum permissible legal rate per annum.

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

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

Section 6. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to

these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors, and be declared due and payable in full.

Section 7. Enforcement. The lien may be enforced and foreclosed by the Council of Unit Owners, or any other person specified in the By-Laws, in the same manner, and subject to the same requirements, as the foreclosure of mortgages or deeds of trusts on real property in the state containing a power of sale, or an assent to a decree. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. No action may be brought to foreclose the lien unless brought within three years following the recordation of the statement of Condominium Lien. No action may be brought to foreclose the lien except after ten days' written notice to Unit Owner given by Registered Mail, return receipt requested, to the address of the Unit Owner shown on the books of the Council of Unit Owners.

Section 8. Subordination and Mortgagee Protection.

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

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

(c) The Board of Directors may, in their sole and absolute discretion, extend the provisions of this section to the holders of a mortgage, or the indebtedness secured thereby, not otherwise entitled thereto.

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

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

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

ARTICLE X

Use Restrictions

Section 1. RESIDENTIAL USE. All units shall be used for residential purposes exclusively.

Nothing in these By-Laws shall be construed ^{to} prohibit the Developer from either using units which Developer owns or leases from others for promotional or display purposes as "Model Homes " or from leasing any unit or units which Developer owns.

Section 2. Occupancy, Etc. The right to use or occupy any unit within the Condominium, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in these By-Laws. No such restriction shall be based upon age, race, religion, family composition, sex or place of national origin. The provisions of this subsection shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a Mortgagee in Lieu of foreclosure.

Section 3. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on with-

In the regime or within any unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners.

(b) There shall be no obstruction of any general or limited common elements, except as herein provided. Nothing shall be stored upon any general or limited common elements, except as herein provided, without the approval of the Board of Directors. Vehicular parking upon general common elements may be regulated by the Board of Directors. Parking spaces may be assigned by the Board of Directors for use by the Unit Owners of particular units.

(c) Nothing shall be done or maintained in any unit, or upon any general or limited common elements, which will increase the rate of insurance on any unit or general or limited common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any unit or upon general or limited common elements which would be in violation of any law. No waste shall be committed upon any general or limited common elements.

(d) No structural alteration, construction, addition or removal of any unit or general or limited common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws and by State, County and Local Laws.

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

(f) Except for such signs as may be posted by the Developer for promotional purposes, no signs of any character shall be erected, posted or displayed upon, in or

from or about any unit or the general or limited common elements; provided, however, that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in or from any unit placed upon the market for sale or rent. The provisions of this subsection shall not be applicable to the holder of any Deed of Trust or Mortgage in the process of enforcing his lien by foreclosure. One professional sign of a doctor, dentist, lawyer or certified public accountant is permitted so long as it is no more than one (1) foot by one (1) foot and is located on the inside of the unit window.

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

(h) No part of the general or limited common elements shall be used for commercial activities of any character. This subsection shall not apply to the use of units by the Developer for display, promotional or sales purposes.

(i) No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any unit or upon any general or limited common elements. Trash and garbage containers shall not be permitted to remain in public view, except within the rear exclusive use easements hereinafter provided for. This subsection shall not apply to the Developer during the period of construction of the

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

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any unit or upon any general or limited common elements without the prior written consent of the Board of Directors and in no event shall such aerial or antenna be located so as to extend upward above the highest point of the unit to which it is attached. No aerial or antenna shall be placed on the outside of any unit except on the rear building wall of said unit.

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

Order: BGGYQJRCZ3
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
Document not for resale
HomeWiseDocs

(m) The owner of each unit shall have the right to store firewood on the deck or patio provided that such wood is kept in a covered wood storage box stained or painted to match the deck.

(n) The deck or patio of each unit may be equipped with an awning for protection from the elements, which awning may also have side panels for privacy. All awnings must be approved by the Architectural Control Committee as hereinafter provided.

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

(p) Outdoor cooking is strictly prohibited on any of the general or limited common elements, except in the rear exclusive use easement area with charcoal burners.

(q) Exclusive Use Easement Areas. Fences approved by the Board of Directors in accordance with established standards may only be installed within the exclusive use easement area located to the rear of the dwelling; provided, however, that the Unit Owner shall thereafter be responsible at his sole expense for all maintenance of said fence. Further, the maintenance of all balconies, patios and doorsteps and the watering and maintenance of all lawns, plants and landscaping within the exclusive use easement areas shall be performed by each Unit Owner at his expense, together with removal of all snow from all private walkways within the exclusive use easement areas of all snow up to and the maintenance of any plants or landscaping not originally planted by Developer. Except as herein provided, no Unit Owner or group of Owners shall build, plant or maintain any matter or thing upon, over or under the common elements, except with the express permission of the Board of Directors first obtained in writing, nor shall any Unit Owner place trash, garbage, excess material of any kind on or about the common elements, nor burn, chop or cut anything on, over or above the common elements, except in locations designated by the Board.

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

ARTICLE XI

Architectural Control

Section I. Architectural Control Committee.

(a) Except for the original construction of the units situate within the property by the Developer and any improvements to any unit or to the general or limited common elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair, or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, decks, platforms, porches, driveways, fences, walls or to make any change or otherwise alter, including any alteration in color, in any manner whatsoever, to the exterior of any unit or upon any of the general or limited common elements within the property until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change, including, without limitation, any other information specified by the Board of Directors, or its designated Committee, shall have been submitted to, and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Council, or by an "Architectural Control Committee" designated by it.

(b) In the event the Board of Directors, or its designated Committee, fails to approve, or disapprove, such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE XII

Insurance

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

(a) Public liability insurance with a "Severability of Interest" endorsement in such amounts and in such forms as may be considered appropriate by the Board of Directors (But not less than One Million Dollars (\$1,000,000.00 covering all claims or bodily injuries and/or property damage arising out of a single occurrence) including, but not limited

to, water damage legal liability, liability for property of others, and any and all other liability incident to the ownership and/or use of the Condominium Regime or any portion thereof. Notice is hereby given that such public liability insurance has been arranged by the Developer effective as of the date of recordation hereof; and

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

(c) Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Condominium and all others who handle, or are responsible for handling funds of the Condominium. Such fidelity bonds shall meet the following requirements:

1. all such fidelity bonds shall name the Condominium as an obligee; and
2. such fidelity bonds shall be written in an amount equal to at least 150% of the Condominium, including reserves, unless a greater amount is required by any Mortgagee; and
3. such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and
4. such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to all Mortgagees of units in the Condominium.

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 15 of Article V of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors.

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

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State of Maryland and holding a rating of ("A/AAAA") or better in the current edition of BEST'S INSURANCE GUIDE.

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

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

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

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

(f) All policies of casualty insurance shall provide that, notwithstanding any provision thereof which gives the carrier the right to elect, to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Council may be a party, these By-Laws or the provisions of the Condominium Act.

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

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

ARTICLE XIII

Casualty Damages - Reconstruction or Repair

Section I. Use of Insurance Proceeds. In the event of damage or destruction by fire

or other casualty the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

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

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

ARTICLE XIV

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year, except that the first fiscal year of the Council shall begin at the date of the recording of the Declaration, By-Laws and Condominium Plat. The com-

mencement date of the fiscal year herein established shall be subject to change by the Board of Directors should practice subsequently dictate.

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

Section 3. Auditing. At the close of each fiscal year, the books and records of the Condominium shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Council shall furnish the Unit Owners with an annual financial statement, including the income and disbursements of the Council.

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

ARTICLE XV

AMENDMENT

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing 75% of the total votes of the Condominium Regime, as then constituted, at any meeting of the Unit Owners duly called for such purpose in accordance with the provisions of Section 11-104 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended, effective only upon the recordation among the Land Records of Baltimore County, Maryland, of an amendment to these By-Laws setting forth such amendments to these By-Laws and the applicable provisions of the statute aforesaid; and only after thirty (30) days prior written notice to the institutional holders of all first mortgages on the units in the Condominium Regime, as then constituted, amendments may be proposed by the Board of Directors or by Petition signed by Unit Owners representing at least thirty percent (30%) of the total votes of the Condominium Regime, as then constituted. A description of any proposed amendment shall accompany

the notice of any regular or special meeting at which such proposed amendment is to be voted upon. The provisions of this paragraph are subject to the rights of the Developer as set out in Paragraph 20 of the Declaration. Such amendment shall be subject to approval by Baltimore County, Maryland.

ARTICLE XVI

NOTICE TO COUNCIL

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

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

ARTICLE XVII

MORTGAGEES

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

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

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

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

Section 5. Notice of Loss or Taking. The Board of Directors shall notify all mortgagees including the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation (c/o the servicer at the servicer's address) in writing whenever (a) damage to a unit covered by a mortgage exceeds \$1,000, and (b) damage to common areas and related facilities exceeds \$10,000.

ARTICLE XVIII

COMPLIANCE - INTERPRETATION - MISCELLANEOUS

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Sections 11-101 et seq. of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of Sections 11-101 et seq. of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control. In the event of any conflict between these By-Laws and the applicable Sections of the Real Property Article, the provisions of the statute control.

Section 3. Resident Agent. Michael H. Mannes, Suite 301, 6615 Reisterstown Road, Baltimore, Maryland 21215, a resident of the State of Maryland shall be designated as the person authorized to accept service of process in any action relating to the Condominium Regime or to general or limited common elements, as authorized under Section 11-116 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended. The Board of Directors may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process as set forth above; provided that proper notification of such change be promptly filed with the Maryland Department of Assessments and Taxation.

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

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

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

Section 7. Gender, etc. Whenever in these By-Laws the context so required, the sin-

gular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS, the hand and seal of Chestnut Homes, Inc., General Partner, by Morris H. Wolf, its President.

ATTEST:

Mark A. [Signature]
Secretary

CHESTNUT WOODS LIMITED PARTNERSHIP
By: [Signature]
Chestnut Homes, Inc., General Partner

STATE OF MARYLAND)
COUNTY OF Baltimore) to wit:

I HEREBY CERTIFY, on this 7th day of September, 1976, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Morris H. Wolf, who acknowledged himself to be the President of Chestnut Homes, Inc., General Partner, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Partnership by himself as President of the General Partner.

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

My commission expires: 7/1/78

[Signature]
Notary Public



RECEIVED FOR CONTRACTOR COUNTY REQUIREMENTS

[Signature]
BALTIMORE COUNTY COLLECTOR

03100000 03220002
03100000 03220002

05100000 03110002 01-02-10
05100000 03110002 01-02-10

Rec'd for record OCT 25 1976 at 9:11 AM
For Morris H. Wolf, President
Mail to Candice & Associates
Receipt No. 2772

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing is a true copy of the original
TABLE OF CONTENTS: Proton taken from the records of said Circuit Court and
recorded to Liber F-111874 No. 51-515
folio 323 30, one of the 211161
records of Baltimore County.

IN TESTAMONY WHEREOF I hereunto set my hand and affix the seal of the Circuit Court for Baltimore County
this 7th day of September 1976



[Signature]

MM:DR1:10/12/76
ADBL-CWC

MDA 0000 0000 00

AMENDMENT TO DECLARATION AND BY-LAWS

FOR

CHESTNUT WOODS CONDOMINIUM
BALTIMORE COUNTY, MARYLAND

THIS AMENDMENT TO DECLARATION AND BY-LAWS for Chestnut Woods Condominium, (hereinafter called the "Amended Declaration") made this 29TH day of SEPTEMBER, 1976, by Chestnut Woods Limited Partnership, a Maryland limited partnership, (hereinafter called the "Developer").

WHEREAS, pursuant to the provisions of the Maryland Condominium Act (hereinafter called the "Act"), Section 11-101, et. seq. of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended, the Developer has subjected certain land owned by it, in fee simple, in the Fifteenth Election District of Baltimore County, Maryland to a Condominium Regime, which Regime was established pursuant to a Declaration and By-Laws recorded immediately prior hereto; and

WHEREAS, the Developer desires to amend said Declaration and By-Laws by inclusion in the Declaration and By-Laws of certain additional material required by the Federal National Mortgage Association; and

WHEREAS, the Condominium Regime aforesaid has been created immediately preceding the recordation of this Amendment and no Units have been transferred to purchasers for value by the Developer.

NOW, THEREFORE, the Developer does hereby state and declare that the aforesaid Declaration and By-Laws are hereby amended as follows:

1. The following shall be added to the Declaration, Paragraph 7 (C), Description of Common Elements:

"The prior written approval of the first mortgagee of the Unit shall be a condition precedent to the partition or subdivision of any Unit in the Condominium."

2. The following shall be added to the Declaration, Paragraph 14, Recreational Facilities:

"Upon construction and submission of the aforesaid recreational facilities to the Condominium Regime, the Developer shall relinquish all control over said facilities except to the extent that the Developer is the Owner of

TRANSFER TAX NOT REQUIRED

16-15-76

Walter R. Richardson
Director of Finance

Per *[Signature]*
Authorized Signatory

CARDIN HAS
REVISION PA
ATTORNEY AT LAW
WILLIAM
STATE NOTARY PUBLIC
BOSTON, MA 02113
LICENSED 1961 110 7431

CLIENT'S NOTATION
Document submitted for review
to a lender not providing the
necessary photographic reproductions.

Units in the Regime and may exercise votes appurtenant to these Units at meetings of the Council of Unit Owners. The Developer, for itself, its successors and assigns, and for the 7 lots hereinabove referred to in this paragraph 14, reserves a non-exclusive easement over, upon and through the Common Elements of the Condominium, excluding exclusive use easement areas, for ingress and egress to and from the land and improvements shown on the Condominium plat designated as 'recreational facilities'."

3. The following is added to Article V, Section 4. Management Agent of the By-Laws:

"In conformity with the provisions of this Section 4, the Council may terminate any management agreement for cause upon 30 days written notice; the term of any such agreement shall not exceed one year; and any such management agreement may be renewed by agreement of the Board of Directors and the management agent for successive one year periods."

4. The following shall be added to Article X, Section 1. Residential Use of the By-Laws:

"Leasing of any Unit for transient or hotel purposes is specifically prohibited except for the holder of a first mortgage in possession following a default, foreclosure proceeding or any deed or any other arrangement proceeding or any deed or any other arrangement in lieu of foreclosure."

5. The title of Article XIII of the By-Laws shall be amended to read as follows:

"Article XIII
Casualty damage-reconstruction or repair and Condemnation.

6. The following shall be added to Article XIII, Section 1, Use of Insurance Proceeds of the By-Laws:

"In the event the Council determines not to repair or restore the damaged property in accordance with this Article XIII, Section 1, any insurance proceeds payable to a Unit Owner as a result of damage or destruction to his unit and/or share of the common elements are thereby assigned and shall be paid to the institutional holder of a first mortgage lien on said unit for application to the sums secured by said mortgage with the excess, if any, paid to the unit owners."

7. The following shall be added to Article XIII as Section 4 thereof:

"Section 4. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of a Unit in the Condominium or portion thereof, or the Common Elements or any portion thereof or for any conveyance in lieu of condemnation are assigned and shall be paid to an institutional holder of a first mortgage lien on such Units affected thereby. With respect to the proceeds of any award or claim for damages in connection with a condemnation or taking of the Common Elements or any portion thereof, such proceeds are assigned and shall be paid to the institutional holders of first mortgages affected thereby in accordance with the undivided percentage interest pertinent such Unit."

8. The following shall be added to Article XIV, Section 1, Auditing of the By-Laws:

"All such audited financial statements shall be sent to each institutional holder of a first mortgage within 90 days following the end of the fiscal year."

PARTIAL AND
MISSING IN A
MORTGAGE RECORD
UNIT NO.
MORTGAGE RECORD
MORTGAGE NO. 11234
MORTGAGE NO. 11235

9. The following shall be added to Article XV, Section 1,

Amendments, of the By-Laws:

"Notwithstanding anything to the contrary, in this Article XV, Section 1, the prior written approval of 75% of the institutional holders of a first mortgage on Units within the Condominium shall be required before an Amendment to these By-Laws can be effectuated."

10. The following shall be added to Article XVII, Section 3,

Notice of Meetings, of the By-Laws:

"All institutional holders of first mortgages on Units in this Condominium shall be permitted to designate representatives to attend such meetings of the Council."

WITNESSETH, the hand and seal of said Developer as of the date first herein written.

WITNESS:

CHESTNUT WOODS LIMITED PARTNERSHIP

By: Chestnut Homes, Inc., General Partner

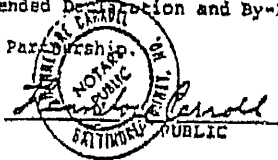
Harold Carroll

By: Morris H. Wolf (SEAL)
MORRIS H. WOLF, PRESIDENT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

On this 29th day of September, 1976, before me, the undersigned, a Notary Public in and for the County aforesaid, personally appeared Morris H. Wolf, who acknowledged himself to be the President of Chestnut Homes, Inc., the General Partner of Chestnut Woods Limited Partnership, and that he as such President of such General Partner, acknowledged the foregoing Amended Declaration and By-Laws

to be the act and deed of said Limited Partnership.



My Commission expires: 7/1/78

OCT 25 1976

REVIEWED FOR BALTIMORE COUNTY RECORDS

REC'D FOR RECORD UNIT 225 1976 MS
REC'D BY: Harold Carroll, Jr., Clerk
Mail to Carroll & Administration
Receipt No. V 8.50

ASSISTANT COUNTY CLERK

Current Unaudited Financial Documents
Chestnut Woods Condominium

Order: 8G6YQJRZS
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
Document not for resale
HomeWiseDocs

Chestnut Woods Condo

Balance Sheet For 2/28/2023

Cash

1260 - Pacific Premier	\$31,922.16
1280 - BB& T Pool/Parks	\$8,203.72
1281 - BB&T- Plumbing	\$19,458.08
1282 - BB&T- Road&sidewalk	\$149,565.29
1283 - BB&T- Snow	\$33,485.20
1284 - BB&T Violation	\$12,908.45
1320 - Electrical Systems	\$29,994.82
1325 - Roof Reserve	\$13,363.55
1326 - BB&T Mo Xfr	\$144,862.44
1327 - Security Systems	\$12,909.08

Total Cash \$456,672.79

Accounts Receivable

1520 - A/R-Assessments	\$78,184.73
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Total Accounts Receivable \$78,184.73

Prepaid Expenses

1800 - Prepaid Expenses	\$8,867.67
-------------------------	------------

Total Prepaid Expenses \$8,867.67

Total Assets \$543,725.19

Accrued Expenses

2210 - Prepaid-Assessments	\$3,760.48
----------------------------	------------

Total Accrued Expenses \$3,760.48

Security Deposit

2300 - Security Deposit	\$16,525.10
-------------------------	-------------

Total Security Deposit \$16,525.10

Reserve Fund

2660 - Rplc Reserve Current Year Contribution	\$201,361.79
2661 - Interest Replacement Reserve	\$32.36
3523 - Reserve Project-Concrete	(\$23,835.00)
3525 - Reserve Project-Playground & Benches	(\$23,608.04)
3528 - Reserve Project-Plumbing	(\$4,600.00)
3530 - Reserve Project-Large Trees	(\$16,500.00)
3534 - Reserve Project-Security System	(\$157.50)
3535 - Reserve Project-Road & Sidewalk	(\$58,612.96)
3541 - Reserve Project-Pool/Parks	\$35,478.38
3542 - Reserve Project-Plumbing	\$18,351.61
3543 - Reserve Project-Road & Sidewalk	\$100,502.06
3544 - Reserve Project-Snow	\$25,543.88
3545 - Reserve Project-Violation	\$10,204.78

Total Reserve Fund \$264,161.36

Members/Owners Equity

3910 - Member's/Owner's Equity	\$246,017.90
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Total Members/Owners Equity \$246,017.90

Retained Earnings

3940 - Retained Earnings	(\$1,581.96)
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Chestnut Woods Condo

Balance Sheet For 2/28/2023

3999 - Net Income	\$14,842.31	
Total Retained Earnings		\$13,260.35
	Total Liabilities / Equity	\$543,725.19

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Chestnut Woods Condo

Statement of Revenues and Expenses 2/1/2023 - 2/28/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4020 - Fee-Assessments	20,963.00	20,625.00	338.00	44,983.00	41,250.00	3,733.00	247,500.00
4300 - Late Fee	165.00	125.00	40.00	1,110.00	250.00	860.00	1,500.00
4495 - Fee-Returned/NSF Check	-	-	-	70.00	-	70.00	-
4831 - Interest Income	2.80	-	2.80	5.85	-	5.85	-
Total Income	21,130.80	20,750.00	380.80	46,168.85	41,500.00	4,668.85	249,000.00
Total Income	21,130.80	20,750.00	380.80	46,168.85	41,500.00	4,668.85	249,000.00

Operating Expense

Repairs/Maintenance

5641 - Pool-Administrative/Passes	-	45.83	45.83	-	91.66	91.66	550.00
5645 - Pool-Electricity	66.32	208.33	142.01	137.04	416.66	279.62	2,500.00
5652 - Pool-Maintenance/Repair	-	333.33	333.33	2,394.02	666.66	(1,727.36)	4,000.00
5653 - Pool-Mngmnt Contract	-	1,833.33	1,833.33	-	3,666.66	3,666.66	22,000.00
5654 - Pool-Permit	-	58.33	58.33	-	116.66	116.66	700.00
5658 - Pool-Supplies	-	250.00	250.00	-	500.00	500.00	3,000.00
5659 - Pool-Telephone	78.47	77.08	(1.39)	156.94	154.16	(2.78)	925.00
5662 - Pool-Repairs	-	208.33	208.33	-	416.66	416.66	2,500.00
5663 - Pool House Impr	-	83.33	83.33	-	166.66	166.66	1,000.00
5753 - Landscaping-Contract	-	916.67	916.67	-	1,833.34	1,833.34	11,000.00
5756 - Landscaping-Repairs	-	20.83	20.83	-	41.66	41.66	250.00
5758 - Landscaping-Trees	-	416.67	416.67	-	833.34	833.34	5,000.00
5776 - Snow & Ice Removal	-	525.00	525.00	-	1,050.00	1,050.00	6,300.00
6020 - Cleaning Service Contract	-	583.33	583.33	1,800.00	1,166.66	(633.34)	7,000.00
6125 - Extermination	175.00	250.00	75.00	350.00	500.00	150.00	3,000.00
6140 - Plumbing	-	208.33	208.33	-	416.66	416.66	2,500.00
6154 - Repair-General Maintenance	12,217.74	458.33	(11,759.41)	12,217.74	916.66	(11,301.08)	5,500.00
6180 - Trash Removal	-	83.33	83.33	-	166.66	166.66	1,000.00
Total Repairs/Maintenance	12,537.53	6,560.38	(5,977.15)	17,055.74	13,120.76	(3,934.98)	78,725.00

Utilities

6381 - Water & Sewer	-	2,500.00	2,500.00	-	5,000.00	5,000.00	30,000.00
Total Utilities	-	2,500.00	2,500.00	-	5,000.00	5,000.00	30,000.00

Insurance

5300 - Liability Insurance	3,960.92	3,166.67	(794.25)	7,922.14	6,333.34	(1,588.80)	38,000.00
Total Insurance	3,960.92	3,166.67	(794.25)	7,922.14	6,333.34	(1,588.80)	38,000.00

Administrative

6410 - Accounting/Audit	-	250.00	250.00	-	500.00	500.00	3,000.00
6420 - Attorney-Legal	-	83.33	83.33	-	166.66	166.66	1,000.00
6435 - Web Page Hosting	-	20.83	20.83	-	41.66	41.66	250.00
6460 - Community Management Fee	1,875.00	1,875.00	-	3,750.00	3,750.00	-	22,500.00

Chestnut Woods Condo

Statement of Revenues and Expenses 2/1/2023 - 2/28/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
6535 - Office Expense	238.74	383.33	144.59	398.66	766.66	368.00	4,600.00
6541 - Donations	-	33.33	33.33	-	66.66	66.66	400.00
6577 - Community Park	-	41.67	41.67	-	83.34	83.34	500.00
Total Administrative	2,113.74	2,687.49	573.75	4,148.66	5,374.98	1,226.32	32,250.00
Reserve Expense							
6641 - Contrb Reserve Violations	-	158.33	158.33	-	316.66	316.66	1,900.00
6644 - Contrb R/R Op Resrv Pool/Parks	-	500.00	500.00	-	1,000.00	1,000.00	6,000.00
6645 - Contrb R/R Op Resrv Electrical	-	683.33	683.33	-	1,366.66	1,366.66	8,200.00
6646 - Contrb R/R Op Resrv Plumbing	-	400.00	400.00	-	800.00	800.00	4,800.00
6647 - Contrb R/R Op Resrv Road & Sidewalks	-	1,950.00	1,950.00	-	3,900.00	3,900.00	23,400.00
6648 - Contrb R/R Op Resrv Snow	-	83.33	83.33	-	166.66	166.66	1,000.00
6649 - Contrb R/R Op Resrv Monthly Transfer	-	1,643.75	1,643.75	-	3,287.50	3,287.50	19,725.00
6650 - Contrb R/R Op Resrv Security System	-	416.67	416.67	-	833.34	833.34	5,000.00
Total Reserve Expense	-	5,835.41	5,835.41	-	11,670.82	11,670.82	70,025.00
Total Expense	18,612.19	20,749.95	2,137.76	29,126.54	41,499.90	12,373.36	249,000.00
Operating Net Total	2,518.61	.05	2,518.56	17,042.31	.10	17,042.21	-

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Chestnut Woods Condo

Statement of Revenues and Expenses 2/1/2023 - 2/28/2023

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Expense							
Reserve Expense							
6642 - Ccontrib R/R/Op Resv	416.67	-	(416.67)	833.34	-	(833.34)	-
6645 - Contrib R/R Op Resrv Electrical	683.33	-	(683.33)	1,366.66	-	(1,366.66)	-
Total Reserve Expense	1,100.00	-	(1,100.00)	2,200.00	-	(2,200.00)	-
Total Expense	1,100.00	-	(1,100.00)	2,200.00	-	(2,200.00)	-
Reserve Net Total	(1,100.00)	-	(1,100.00)	(2,200.00)	-	(2,200.00)	-
Net Total	1,418.61	.05	1,418.56	14,842.31	.10	14,842.21	-

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Condominium Declaration
Chestnut Woods Condominium

Order: 8G6YQJFZS
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Walter R. Richardson
 Director of Finance
 Penn. State Univ.
 Authorized Signature

CARDIN 200
 WINSTON PA
 ATTORNEY AT LAW
 2000 201
 ALL RIGHTS RESERVED
 ANAPOLIS, MD 21403
 (410) 421-2000

DECLARATION
FOR
CHESTNUT WOODS CONDOMINIUM

THIS DECLARATION, Made this 7th day of Sept-ber, 1976, by Chestnut Woods Limited Partnership, a Maryland Limited Partnership, hereinafter referred to as "Developer"

WHEREAS, Developer holds the fee simple title to the land situate in the 15th Election District of Baltimore County, Maryland hereinafter described in Exhibit "1" (hereinafter called the "Property") attached hereto and made a part hereof and desires to submit the whole of said land, together with the buildings erected thereon and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anyway appertaining, to a Condominium Regime established by the Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended (hereinafter called the "Condominium Act") and hereby to establish for the Property a Condominium Regime (hereinafter called the "Regime").

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That Chestnut Woods Limited Partnership for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Creation of the Condominium Regime. (A) The Developer hereby submits the land described in Exhibit "1" and improvements constructed thereon hereinafter described and shown on the Plats, Sheets 1 through 3 inclusive recorded simultaneously herewith entitled Condominium Plat for Chestnut Woods Condominium, Phase 1 to a Condominium Regime provided for by the "Condominium Act", and establishes a Condominium Regime as therein provided containing 2 buildings having a total of 10 units and common elements.

(B) Said land as improved by the buildings and improvements constructed thereon is more fully described in Plats recorded among the Land Records of Baltimore County simultaneously herewith consisting of 3 sheets designated as: Condominium Plat for Chestnut Woods Condominium, Phase 1 - Sheet 1 of 3, Plat of Exclusive Use Easements, Utilities and Elevations for Chestnut Woods Condominium, Phase 1 - Sheet 2 of 3, Typical Floor Plans for Chestnut Woods Condominium, Phase 1 - Sheet 3 of 3. Said Plats being considered a part hereof as if set forth herein.

2. Additional Phases. (A) The Developer intends to construct 13 additional buildings as shown on the Condominium Plat in 13 additional areas designated thereon as Future Phases, hereinafter called the "Additional Property" or "Additional Phases", collectively, and hereby reserves the irrevocable right for a period of seven (7) years after the date hereof to add such Additional Phases to the Regime established hereunder, in accordance with the procedure provided herein, and in the Condominium Act as the same is in force from time to time, up to a maximum of 15 additional units.

(B) Each Unit Owner in the Condominium Regime established hereunder, as the same is constituted from time to time and each mortgagee of a mortgage on any such Unit or beneficiary or trustee in a deed of trust on such Unit, shall be deemed to have acquiesced in the amendments of this Declaration, By-Laws and the Condominium Plats as may be required for the purpose of adding additional Units and Common Elements as set forth above and shall be deemed to have given the Developer, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to effectuate such amendments and to have agreed to and covenanted to execute such further documents, if any, as may be required by the Developer to properly accomplish such amendments, if any question is raised with respect thereto.

CARDIN AND
WEINSTEIN P.A.
ATTORNEYS AT LAW
SUITE 201
4015 WASHINGTON ROAD
BALTIMORE, MD 21222
TELEPHONE (410) 228-1231

(C) The submission of the Additional Property, or any Phase thereof, and the foregoing amendments, shall be accomplished upon the completion of the buildings in each successive Phase or Phases by the Developer, its successors or assigns, by the Developer filing among the Land and Plat Records of Baltimore County, Maryland, appropriate amendments to this Declaration and supplements to the Condominium Plats containing appropriate certifications that the Phase or Phases in question has or have been completed as shown thereon, and the Developer, its successors and assigns, conveying unto each Unit Owner in each Phase to be added by such amendment an undivided interest in the General Common Elements of each Phase submitted to the Regime prior to such amendment, along with an undivided interest in the General Common Elements of the Phase or Phases to be added by such amendment; such interests to be in proportion to the Percentage Interests as set forth in Paragraph 6 hereof and applicable as therein provided, to the Regime after the addition of the Phase or Phases submitted by such amendment. In order to effectuate the foregoing, the undivided interests in the General Common Elements in each Phase, submitted to the Regime prior to the amendment in question, which are to be conveyed to Unit Owners in the Phase or Phases to be added by such amendment shall automatically revert to and be vested in the Developer upon the filing of such amendment.

(D) It is the further intent and purpose hereof and it is hereby declared, that as Additional Phases are added to the Regime established hereunder, in the manner provided above, each owner of a Unit in the Regime as the same is constituted prior to the amendment in question (and the mortgagee or beneficiary of any mortgage or deed of trust on such Unit, as its interests appear), shall have and be vested with an undivided interest in the General Common Elements in the Additional Phase or Phases to be added, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 hereof and applicable as therein provided to the Regime after the addition of the Phase or Phases submitted by such amendment, and that such vesting shall occur immediately, and absolutely, upon the filing of any amendment adding any Additional Phase without the necessity of any separate conveyance of such interests.

(E) It is the further intent and purpose hereof, and it is hereby declared that the provisions of Section 11-117 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended, shall be applicable to the Condominium Regime created hereunder, on and after such date, and the Developer does hereby elect to conform to the requirements of said Section 11-117.

(F) The foregoing notwithstanding, the Developer shall execute and record, from time to time, as may be reasonably required by any Unit Owner or mortgagee or beneficiary of any deed of trust on any Unit, such other and further instruments of conveyance as may be necessary in the circumstances to validly carry out the intent and purpose set forth above with regard to vesting of interests in the General Common Elements.

(G) The buildings in any Additional Phase, to the extent constructed, shall utilize similar designs and configurations but* and shall contain Units of similar size and configuration as the buildings of the same types contained in the Phase 1 Property, and as shown on the Plats; provided, however, that the Developer shall have no duty or obligation to construct buildings in any Additional Phase or to add any Additional Phase to the Regime established hereunder, and the Developer may sell or dispose of the land contained in any Additional Phase as shown on the Condominium Plat or use the same for some other purpose. In the event of any sale or disposition of said land, or the use thereof, for some other purpose, the power of attorney created hereunder shall be deemed revoked and the possibilities of reverter established by the Deeds to the Unit Owners shall be deemed to be extinguished and the Unit Owners shall henceforth hold their interests in the General Common Elements free and clear of any conditions precedent, to the end and intent that each Unit Owner shall hold the exclusive fee simple ownership of his Unit and a fee simple interest in the General Common Elements in accordance with the Percentage Interests set forth in Paragraph 6 and Exhibit 2 hereof and applicable as therein provided to the Regime established hereunder as the same is then constituted; and each Unit, together with the undivided interest in the General Common Elements appurtenant thereto subject to the terms hereof may be conveyed, leased, encumbered, inherited or devised by Will, as though each such Unit were entirely independent of all other Units and of the building in which such Unit is located.

3. Description of the Buildings. 2 buildings containing a total of 10 separately designated and legally described fee simple estates, each consisting of a condominium unit, as shown on the Plat for Chestnut Wood Condominium, Phase 1 prepared and certified by George William Stephens, Jr. and Associates, Inc., licensed to practice in the State of Maryland, which Plat is recorded simultaneously herewith. Each building is a two story structure with a basement and attic area. The first and second floors and basement and attic areas form a townhouse unit and there are 10 of these units in Building No. 1 and Building No. 2.

*may vary the exterior design using equivalent materials

4. The Name of the Condominium. This Condominium Regime shall be known as Chestnut Woods Condominium.

5. Units. (A) Each unit shall be conveyed by the Building number and the Unit number which Unit number is the street number designated on Sheet 2 of the Plat for said Condominium. The dimensions, area and location of each unit are shown on the Plats of the Condominium as described above.

(B) Each townhouse condominium unit shall consist of an enclosed space designated as a single family dwelling. The Unit shall occupy that part of the floor as shown on the basement, first and second floor plans and attic plans in each building as shown on the Plats recorded as aforesaid.

(C) Each unit shall consist of the following ownership:

Bottom: The bottom of the unit is a horizontal plane through the bottom of the lowest footing and extending in every direction to the points where it closes with the vertical planes forming the front, sides and rear of the unit.

Sides: The sides of each unit are vertical planes enclosing one-half of each party wall and all of each exterior wall of the unit and said planes extend vertically and laterally so as to close with the planes forming the top, bottom, front and rear of said unit. In instances where a side wall of a unit is not contiguous to a side wall of an adjacent unit, that portion of the side wall which is not contiguous is a part of the unit which it encloses.

Rear: The rear of the unit is a vertical plane through the rear most point of the roof so as to include all of the wall and air space directly under overhangs, if any. It extends vertically and laterally so as to close with the planes forming the top, bottom and sides of the unit.

Front: The front of the unit is a vertical plane through the forwardmost point of projection of any roof, porch or front stoop (whichever projects furthest forward). Said plane extends vertically and laterally to close with the top, bottom and sides of each unit.

Top: The top of each unit is a horizontal plane through the topmost part of the unit (the roof vent) parallel to the plane forming the bottom of the unit and extending in all directions so as to close with the planes forming the sides, front and rear of the unit.

(D) Where the above description applies to end-of-building units, the front of said unit shall mean and include the end of same for purposes of determining the forwardmost and outwardmost point of projection of the roof, porch or front stoop if the said end unit has a side entrance.

(E) The Developer hereby declares that the following are not General Common Elements but are part of the units:

(1) Every foundation wall, exterior wall, portion of a party wall, roof, column, girder, beam, support, stairway, floor, partition, entrance and exit lying within the above described units is a part of that unit.

(2) Every floor lying within the above described unit is part of that unit.

(3) Any air space or land, lying upward from the bottom of the unit, inward from the front or rear of the unit and below the top of that unit is part of that unit.

(4) Ownership of each unit shall also include the air conditioner, air conditioner pad, front porch and porch deck or concrete patio located at the rear of each unit even though same may be within the "Exclusive Use Easement" as defined, supra, in paragraphs 7 and 10(c) hereof.

(F) It is the intention that each townhouse unit shall consist of that space shown on the Plats recorded as aforesaid as the unit area both in the horizontal and in the vertical.

(G) Each unit in each building shall be used only for residence purposes by the Unit Owner or Owners thereof, his family, guests or invitees, or the lessees of the Unit Owner, their families, guests or invitees, except that the Board of Directors of the Council of Unit Owners may approve (which approval may be rescinded) incidental use of a portion of a particular unit for personal office use; and except that the Developer, until all units in all Phases have been sold and settled for, may use one or more units at its discretion, for model units for purposes of sale, and may also maintain a sales office in one or more of the units, at its discretion, for the same period of time.
*or the top of the chimney, in Units with a fireplace,

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6. Percentage Interests. The Percentage Interest for each Unit in each Phase is shown on Exhibit 2 attached hereto. The Percentage Interest in the Common Expenses and Common Profits and the Percentage Interest in the Common Elements are identical for each Unit and are shown in the above referenced Exhibit "2" for each unit in each Phase. The Percentage Interests may be changed only in accordance with Sections 11-107 and 11-117 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended.

7. Description of Common Elements. (A) All areas and facilities which are not part of a Unit comprise the General Common Elements, as graphically shown on the Plans aforesaid, including all streets, curbs, sidewalks, main and front entrance walks, except as hereinafter modified, recreational areas, parking areas, lawn areas, trees, shrubbery, conduits, sewers, water mains, storm drains and other lines, exterior lighting (except lighting fixtures attached to units), mail box clusters and all other devices rationally of common use and necessary to the upkeep, use, and safety of the buildings, and all other conduits and wire outlets and utility lines, regardless of location and all other parts of the property and all apparatus and installations existing in the buildings or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

(B) The General Common Elements also include all yards except that the exclusive use of the surface of any rear or side yards of the units constructed or to be constructed by Developer as defined in paragraph 10(c) hereof and shown on the Plans previously referred to shall be restricted to the Unit Owner of the unit binding thereon for utilization as a yard including the planting of grass, shrubbery and other plants, but not including any excavation of more than eighteen (18) inches. The rear and side yards binding on a unit shall be maintained by the Unit Owner of such unit. The Unit Owner of any unit constructed by Developer is permitted to erect a fence in the side and rear yard binding on his unit provided that no fence may be erected forward of the rear line of any building, and provided that the Board of Directors of the Council of Unit Owners shall approve any proposed fence prior to its erection.

(C) The common elements shall be exclusively owned in common by all of the Unit Owners. The common elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by the Condominium Act and in that event all mortgagees must, in writing, consent.

(D) Except as hereinabove provided, pertaining to the surface of the rear and side yards of the units, all common elements in Chestnut Woods Condominium, Phase I, and any Additional Phases when and if added, are subject to perpetual easements for the use in common thereof for ingress, egress and utilities. This provision and covenant shall run with the land and the benefits and burdens thereof, shall inure to the benefit of and be binding upon the Developer, its successors and assigns and the Unit Owners, their heirs, successors, personal representatives and assigns.

(E) As defined in the Act, the Limited Common Elements will

(F) The cost of maintaining, repairing and replacing the common elements shall be borne by the Council of Unit Owners as an item of the Common Expense.

(G) Each Unit Owner, in proportion to his Percentage Interest, shall contribute toward payment of the Common Expenses, and no Unit Owner shall be exempt from contributing toward said Common Expenses either by waiver of the use or enjoyment of the common elements, or any of them, or by the abandonment of his unit. The contribution of each Unit Owner toward Common Expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Baltimore County simultaneously herewith (hereinafter called the "By-Laws").

8. Condominium Units and Common Elements. If any common element, or any part thereof, now or at any time hereafter, encroaches upon any unit, or any unit encroaches upon any common element, whether such encroachment is attributable to construction, settlement, or shifting of the buildings, or any other reason whatsoever beyond the control of the Board of Directors referred to in the By-Laws, and any Unit Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Board of Directors or for the Unit Owner, their respective heirs, personal representatives, successors or assigns, to provide for the encroachment and non-disturbance of the common element, or the unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue.

* consist of: (1) The privacy fences erected between adjacent units as shown on the Plans aforesaid.

(B) The conveyance or other disposition of a unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this paragraph without specific or particular reference to such easement.

9. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other units in Phase I, and any Additional Phases when and if added, to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units or in, upon or under any exclusive use easement as hereinafter provided and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units in Phase I, and any Additional Phases when and if added, to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit or its appurtenant exclusive use easements.

10. Easements (A) Developer, for itself, its successors and assigns, hereby declares that every Unit Owner in Phase I, and any Additional Phases when and if added, shall have a perpetual easement in, upon, through and over the land shown on the Plat attached hereto, to keep, maintain, use, operate, repair and replace his unit in its original position and in every subsequent position in which it changes by reason of the gradual forces of nature and the elements.

(B) Developer hereby reserves unto itself, its successors and assigns an easement in, upon, through and over the general common elements in Phase I, and any Additional Phases when and if added, for as long as the said Developer, its successors and assigns, shall be engaged in the construction, development and sale of units, which easement shall be for the purpose of construction, installation, maintenance and repair of existing buildings and appurtenances thereto, for ingress and egress to all units and all general common elements, and for use of all roadways, parking lots, existing and future model units for sales promotion and exhibition. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any unit in Phase I, and any Additional Phases when and if added, for a period of 2 years after the date of delivery of the unit deed for such purposes as may be reasonably necessary for the Developer or its agents to complete the Regime or service any unit thereof.

(C) Developer, for itself, its successors and assigns, hereby declares that every Unit Owner in Phase I, and any Additional Phases when and if added, shall have a perpetual and exclusive easement for possession and use of that portion of the lawn area contiguous to the rear, and/or side of the unit which is designated "Exclusive Use Easement" on the Plats aforesaid.

(D) Developer reserves unto itself, its successors, assigns, and agents, an easement in, upon, through and over the lands comprising the general common elements in Phase I, and any Additional Phases when and if added, for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Regime.

(E) Each Unit Owner in Phase I, and any Additional Phase when and if added, shall have a perpetual easement for the continuance of any encroachment by his unit on any adjoining unit or on any general or limited common element, now existing as a result of construction of the buildings or which may come into existence hereafter as a result of the reconstruction of the buildings or a unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the buildings stand.

(F) Party Walls - The Developer, for itself, its successors and assigns, hereby declares that every wall depicted on the Plats as being partly in one unit and partly in an adjacent unit is a party wall, and the owner of each such unit shall have the right to use and enjoy the party wall jointly with the owner of the adjacent unit; that each such unit shall have the benefit of, and be burdened with, a perpetual easement to the extent that such party wall shall deviate from the vertical by reason of any shifting of the building, or any part thereof; and that should such party wall be injured by any cause other than the deliberate or negligent conduct of either such Unit Owner, it shall be repaired at the joint expense of such adjacent Unit Owners.

11. Units Subject to Declaration, By-Laws and Rules. All present and future owners, tenants and occupants of units in Phase 1, and any Additional Phases when and if added, shall be subject to, and shall comply with, the provisions of the Condominium Act, of this Declaration and any Amendments hereto, the By-Laws, and the Rules and Regulations as provided for in the By-Laws, as they may be amended from time to time. The acceptance of a deed, or conveyance, or the entering into of a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration and any Amendments hereto, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

12. Membership in Council of Unit Owners. Each owner of a unit in Phase 1, and any Additional Phases when and if added, shall automatically, upon becoming the owner of a unit or units, be a member of the Council of Unit Owners for this Condominium Regime, hereinafter referred to as the "Council" and shall remain a member of said Council until such time as his ownership ceases for any reason, at which time his membership in said Council shall automatically cease. Each unit shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

13. Notice to Mortgagees. All amendments to this Declaration, as such amendments are provided for hereinafter, must be approved by the mortgagee of a mortgage on any unit and said mortgagee or mortgagees shall be given thirty (30) days written notice of any such amendment or amendments prior to the meeting of the Council of Unit Owners provided for in paragraph 20 of this Declaration.

14. Recreational Facilities. Developer owns a tract of land adjacent to the buildings in Phase 1 denoted on Sheet 1 of the Condominium Plat as "Recreational Facilities". This land and the improvements to be erected thereon by the Developer will be included in the condominium regime as common elements subject to the following rights granted herein by the Developer to the purchasers of the 7 lots shown, outside the boundary of Chestnut Woods Condominium, when fully expanded, on the Subdivision Plat recorded among the plat records of Baltimore County, Maryland in Plat Book E.H.K., Jr. 38 Folio 91, which lots are shown on said plat as lots 1 through 7, inclusive. It is the intention of the Developer that each of the aforesaid purchasers of lots shall have the right to use all of the recreational facilities on said tract for so long as same, including the swimming pool and bath house, shall exist and be operated at such membership fees (initial and annual) as the Board of Directors of the Condominium shall set from time to time.

15. Grass Cutting. Where unit ownership includes a portion of the land enclosed within the front vertical plane of the unit, a right exists for the Council of Unit Owners to maintain the surface of said land. Said maintenance shall be deemed to include cultivation, fertilization and cutting of any grass thereon, whether originally placed thereon by Developer or later grown or cultivated by direction of the Council of Unit Owners.

16. Roof Maintenance. The Council of Unit Owners will provide maintenance for the roof of each building and shall establish and maintain a reserve fund for the expense of same as hereinafter provided in the By-Laws.

17. Exterior Modifications. Unit owners of adjacent units in Phase 1, and any Additional Phases or Phase when and if added, may not make exterior changes to their units without first obtaining consent, in writing, of the adjacent Unit Owner or Owners. This provision shall govern both modifications as to structure and color. Where consent cannot be obtained, it shall be the duty of the Architectural Control Committee, established in the By-Laws filed herewith, to determine the disposition of these matters.

18. Termination of Regime. Each Unit Owner in Chestnut Woods Condominium, Phase 1, and any Additional Phases when and if added, covenants and agrees that abandonment or termination of the Condominium Regime herein created is prohibited without prior written consent of all Unit Owners in the Regime, as then constituted, and mortgagees then holding mortgages on existing Condominium units and said consent requirement shall extend to all trustees under Deeds of Trust. Termination shall be in accordance with Section 11-121 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended.

19. Administration of Condominium. In accordance with the provisions of Article III, Section 2, of the By-Laws; the Condominium shall be operated like a non-stock business corporation, the Council of Unit Owners being considered the corporation and the Unit Owners being considered the members. As provided in Article IV, Section 2, of the By-Laws, the Unit Owners shall elect a Board of Directors.

20. Amendment of Declaration. Except as may otherwise be provided by the Condominium Act, or paragraph 2 of this Declaration, this Declaration may be amended in the following manner:

(A) For so long as Developer shall own all of the units, Developer shall have the sole right to amend this Declaration (including any amendments altering the percentage of ownership in common elements) which amendment need only be signed and acknowledged by the Developer and recorded among the Land Records of Baltimore County. Such amendment shall specifically refer to the recording data identifying this Declaration.

(B) An amendment or amendments to this Declaration may be proposed by the Board of Directors, acting upon a vote of the majority of the Directors, or by the Unit Owners holding a majority of votes of the units in the Council of Unit Owners as the Council is then constituted whether meeting as the Council of Unit Owners or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or any Unit Owner, such proposed amendment or amendments shall be transmitted to the President of the Council, or other officer of the Council in the absence of the President, who shall thereupon call a special meeting of the Council of Unit Owners for a date not sooner than twenty (20) days nor later than sixty (60) days, from receipt by him of the proposed amendment or amendments; and it shall be the duty of the Secretary to give to each Unit Owner written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than fifteen (15) days, nor more than forty-five (45) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Unit Owner at his post office address as it appears on the books of the Council, the postage thereon prepaid. Any Unit Owner may, by written waiver of notice signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of all Unit Owners of the Regime as then constituted and all mortgagees then holding mortgages on units in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary for the Council as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Land Records of Baltimore County, Maryland, such amendment or amendments to specifically refer to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the Council shall be delivered to all of the Unit Owners and mailed to the mortgagees listed in the registry to be maintained by Article XVI Section 1, of the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Unit Owner shall be recognized if such Unit Owner is not in attendance at such meeting, or represented thereat by written proxy, provided such written vote is delivered to the Secretary of the Council at or prior to such meeting. Any such amendment shall be subject to approval by Baltimore County, Maryland.

(C) Anything in subparagraph (B) to the contrary notwithstanding, no amendment to this Declaration shall alter or amend any rights granted to Developer under the provisions of subparagraph (A) above unless the Developer shall consent in writing to such amendment.

21. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

22. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23. Compliance. This Declaration is set forth in compliance with the requirements of Section 11-101 through and including Section 11-128 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended. In the event of any con-

24. Captions. The captions and Table of Contents contained in this Declaration and are not part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

25. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS the hand and seal of said Developer as of the date first herein written.

ATTEST:

CHESTNUT WOODS LIMITED PARTNERSHIP

By: Chestnut Homes, Inc.,
General Partner

Mack O. [Signature]
Secretary

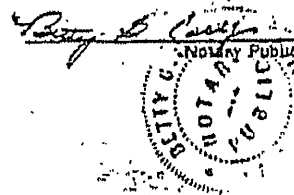
By: [Signature] (SEAL)
President

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

On this 7th day of September, 1976, before me, the undersigned, a Notary Public personally appeared Morris H. Wolf, who acknowledged himself to be the president of Chestnut Homes, Inc., the general partner of Chestnut Woods Limited Partnership, and that he, as such general partner, acknowledged the foregoing Declaration to be the act and deed of the said limited partnership.

My commission expires:

7/1/78



RECORDED FOR THE COUNTY RECORDS
[Signature]
ASSISTANT COUNTY CLERK

FROM THE OFFICE OF
 GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
 ENGINEERS
 P.O. BOX 6826, TOMSON, MARYLAND 21204

Chestnut Woods Condominium
 Description of Phase One
 Parcel One - 0.185 Acres, more or less
 Parcel Two - 0.470 Acres, more or less

May 4, 1976

Beginning for the first at a point on the northwesterly side of Transverse Avenue, 70 feet wide as shown on a plat entitled "Chestnut Woods", dated March 4, 1975 and recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.N.K., Jr. 38 folio 91, said point being North $36^{\circ} 01' 24''$ East 39.24 feet from a point designated number 23 and having Baltimore County Metropolitan District Coordinate values of North 17490.08 and East 45664.80 and running thence from said point of beginning, binding on said northwesterly side of Transverse Avenue, (1) North $36^{\circ} 01' 24''$ East 75.33 feet, thence for new lines of division, the three following courses, viz: (2) North $53^{\circ} 58' 36''$ West 107.00 feet, (3) South $36^{\circ} 01' 24''$ West 75.33 feet and (4) South $53^{\circ} 58' 36''$ East 107.00 feet to the place of beginning.

Containing 0.185 acres of land, more or less.

Beginning for the second at a point on the northwesterly side of Transverse Avenue, 70 feet wide, said point being North $36^{\circ} 01' 24''$ East 95.39 feet from the end of the first line of the herein above described first parcel, and running thence binding on said northwesterly side of Transverse Avenue (1) North $36^{\circ} 01' 24''$ East 199.72 feet; thence for new lines of division the four following courses, viz: (2) North $53^{\circ} 58' 36''$ West 40.50 feet, (3) North $44^{\circ} 38' 46''$ West 61.31 feet, (4) South $36^{\circ} 01' 24''$ West 209.66 feet and (5) South $53^{\circ} 58' 36''$ East 101.00 feet to the place of beginning.

Containing 0.470 acres of land, more or less.

Being part of a plat entitled "Chestnut Woods", dated March 4, 1975 and recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.N.K., Jr. 38 folio 91.

EXHIBIT "1"

EXHIBIT "2"

SCHEDULE OF PERCENTAGE INTEREST IN THE COMMON ELEMENTS
AND COMMON EXPENSES AND COMMON PROFITS OF EACH UNIT
CHESTNUT WOODS CONDOMINIUM

Each unit shall have the same Percentage Interest in the Common Elements and the Common Expenses and Common Profits. The Percentage Interest of each unit in the Condominium Regime, expressed as a fractional formula, shall always have as its numerator the number one (1) and its denominator shall be the total number of units submitted to the Condominium Regime from time to time; beginning with the total number of units in Phase 1 and adding thereto the number of units in each future phase (additional phase) as these units may be submitted to the Condominium Regime from time to time.

*** P3013692 91-52-103
*** P316602 91-52-103

*** P126682 91-52-103
*** P126682 91-52-103

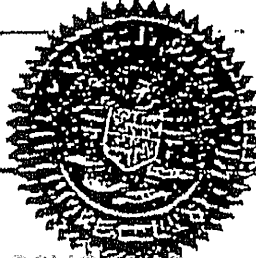
Rec'd for record OCT 25 1976 at 9:19 AM
Per Elmer H. Kahline, Jr., Clerk
Mail to Cashier - Recorder
Receipt No. ✓ 28.50

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that the foregoing is a true copy of the original
TABLE OF CONTENT'S DISCLOSURE taken from the records of said Circuit Court as
recorded in their F.H.M. #12 file 56-58
Book 512 one of the LAND

records of Baltimore County.

IN TESTIMONY WHEREOF I have set my hand
and affix the seal of the Circuit Court for
Baltimore County,
this 25th day of OCTOBER 1976



[Handwritten signature]

Order: 8G6YQJREAS
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
Document not for resale
HomeWiseDocs

CHESTNUT WOODS CONDOMINIUM
ARTICLE XI, SECTION 1. (a), (b)

THE BY-LAWS FOR THE CONDOMINIUM, ARTICLE XI, GIVES THE ABILITY TO HAVE AN ARCHITECTURAL CONTROL COMMITTEE (SECTION 1.). THIS STATES:

(a) EXCEPT FOR THE ORIGINAL CONSTRUCTION OF THE UNITS SITUATE WITHIN THE PROPERTY BY THE DEVELOPER AND ANY IMPROVEMENTS TO ANY UNIT OR TO THE GENERAL OR LIMITED COMMON ELEMENTS ACCOMPLISHED CONCURRENTLY WITH SAID ORIGINAL CONSTRUCTION, AND EXCEPT FOR PURPOSES OF PROPER MAINTENANCE AND REPAIR, OR AS OTHERWISE IN THESE BY-LAWS PROVIDED IT SHALL BE PROHIBITED TO INSTALL, ERECT, ATTACH, APPLY, PASTE, HINGE, SCREW, NAIL, BUILD, ALTER, REMOVE OR CONSTRUCT ANY LIGHTING, SHADES, SCREENS, AWNING, PATIO COVERS, DECORATIONS, FENCES, AERIALS, ANTENNAS, RADIO OR TELEVISION BROADCASTING OR RECEIVING DEVICES, SLABS, SIDEWALKS, CURBS, GUTTERS, PATIOS, DECKS, PLATFORMS, PORCHES, DRIVEWAYS, FENCES, WALLS OR TO MAKE ANY CHANGE OR OTHERWISE ALTER, INCLUDING ANY ALTERATION IN COLOR, IN ANY MANNER WHATSOEVER, TO THE EXTERIOR OF ANY UNIT OR UPON ANY OF THE GENERAL OR LIMITED COMMON ELEMENTS WITHIN THE PROPERTY UNTIL THE COMPLETE PLANS AND SPECIFICATIONS, SHOWING THE LOCATION, NATURE, SHAPE HEIGHT, MATERIAL, COLOR, TYPE OF CONSTRUCTION AND/OR ANY OTHER PROPOSED FORM OF CHANGE, INCLUDING, WITHOUT LIMITATION, ANY OTHER INFORMATION SPECIFIED BY THE BOARD OF DIRECTORS, OR ITS DESIGNATED COMMITTEE, SHALL HAVE BEEN SUBMITTED TO, AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN, COLOR AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY, BY THE BOARD OF DIRECTORS OF THE COUNCIL, OR BY AN "ARCHITECTURAL CONTROL COMMITTEE" DESIGNATED BY IT.

(b) IN THE EVENT THE BOARD OF DIRECTORS, OR ITS DESIGNATED COMMITTEE, FAILS TO APPROVE, OR DISAPPROVE, SUCH DESIGN AND LOCATION WITHIN SIXTY (60) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE ADDITION, ALTERATION OR CHANGE HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED, AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

(ARCHTDOC.DOC)
SEPTEMBER 2002

Order: W3CYQJ255
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
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Insurance Dec Page
Chestnut Woods Condominium

Order: 8G6YQJFZS
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
Document not for resale
HomeWiseDocs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2022

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

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

PRODUCER Harford General Insurance Agency 1447 York Road Suite 601 Lutherville MD 21093	CONTACT NAME: Nelson Hannahs	
	PHONE (A/C, No, Ext): (410) 560-3553	FAX (A/C, No): (410) 560-3375
	E-MAIL ADDRESS: COI@harfordgeneral.com	
INSURED Chestnut Woods Condominium Association c/o Community Association Management PO Box 579 Stevenson MD 21153	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: Greenwich Insurance Company	22322
	INSURER C: Hartford Fire Insurance Company	19682
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2211337417

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		PHPK2338940	10/26/2022	10/26/2023	EACH OCCURRENCE \$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000		
							MED EXP (Any one person) \$ 5,000		
							PERSONAL & ADV INJURY \$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000		
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000		
	OTHER:						Pool/Park/Playground \$ Included		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y		PPP7452812	10/26/2022	10/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$		
	<input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person) \$		
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per accident) \$		
							PROPERTY DAMAGE (Per accident) \$		
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y		PHPK2338940	10/26/2022	10/26/2023	EACH OCCURRENCE \$ 5,000,000		
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						AGGREGATE \$ 5,000,000		
							Prod. Comp. Aggregate \$ 5,000,000		
							Blanket Bldg Limit/Ded \$20,868,867/5,000		
							BPP Limit/Ded \$100,000/\$5,000		

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

A)D&O Pol# PCAP022805-0318 10/26/22 to 10/26/23 LMT \$1,000,000/Ret. \$1,000
 C)Fidelity Bond# 30BDDHR1020 07/10/22 to 07/10/23 LMT \$260,000/Ded \$2,600
 100% Repl Cost/90% Coins./Equip, Brkdwn Incl/Ord, or Law Incl/Infl, Guard Incl/Single Entity (Walls-in)/Bett&Imprv NOT Incl/"Special Form"/Sep. of Ins.
 Incl/Valuer of Sub. Incl/125 Units Total/PMC is additional insured on Fidelity Bond/30-day notice of cancellation.
 Owner: ; Loc: Transverse Avenue/Corktree Road/Windpine Road/Pinyon Court/Thimbleberry Road/Tussock Court, Middle River, MD 21220; Loan#:

CERTIFICATE HOLDER**CANCELLATION**

Community Association Management P.O. Box 579 Stevenson	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Order: 8G Address: 602 Thimbleberry Rd MD 21153 Order Date: 05-17-2023
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Insurance Memo
Chestnut Woods Condominium

Order: 866YQJFZ3
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
Document not for resale
HomeWiseDoc:

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

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Litigation
Chestnut Woods Condominium

Order: 8GGYQJIKZS
Address: 802 Thimbleberry Rd
Order Date: 05-17-2023
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Rules and Regulations

Chestnut Woods Condominium

Order: 8G6YQJRZS
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Order Date: 05-17-2023
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HomeWisclDocs

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