

Compliance Inspection Form

Newport Run Condominium Association

Unit Owner: Saeed Haken
Property Address: 9343 Pan Ridge Rd
Baltimore, MD 21234-1528

Inspector's Name: Mike Rose
Date of Inspection: 6/5/2023
Date Ordered: 05-17-2023

Inspectors Observations/Comments:

Exterior is NOT in compliance with Association Governing Documents and ARC Guidelines.

Covenant Violations Noted:

- Front landscaping bed shrubbery is very overgrown and needs to be trimmed down in size or removed.

Closing Comments:

Action Required.

Payoff Statement
Newport Run Condominium Association
Conway Management Company, Inc.

Property Information:

9343 Pan Ridge Rd
 Baltimore, MD 21234-1528
 Seller: Saeed Haken
 Buyer: Auction - TBD Auction - TBD

Requestor:

A.J. Billig & Co., Auctioneers
 Shannon Stamm
 410-296-8440
 Estimated Closing Date: 08-14-2023

General Information

This information is good through	06-06-2023
Is this account in collections?	No
What is the current regular assessment against the unit?	250.00
Comments: Water Included	
What is the frequency of the assessment charge?	Monthly
The regular assessment is paid through:	05-31-2023
The regular assessment is next due:	06-01-2023
What day of the month are regular assessments due?	1st
How many days after the due date is the regular assessment considered delinquent?	15
The penalty for delinquent assessments is:	25.00

Specific Fees Due To Newport Run Condominium Association

Closing agent is required to collect the following number of additional regular assessments at closing:	
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided.	No
Owner's current balance due (you may total the owners balance due using the breakdown below):	\$270.00

General Association Information

Are there any violations against this unit?	Yes
Is the association or the developer (if the project has not been turned over to the homeowners association) involved in any current or pending litigation? If yes, a comment is required. (Do not include neighbor disputes or rights of quiet enjoyment, litigation where the claim amount is known and the insurance carrier will provide defense and coverage, or where the HOA is named as a plaintiff in a foreclosure action or to collect past due assessments).	No

Insurance Information

Insurance broker's or agent's company name:	Schoenfeld Insurance
Identify the insurance agent's name:	Harvey Shankman
Insurance agent's phone number:	410-602-2000
Insurance agent's fax number:	410-602-1160
Insurance agent's email address:	



Payoff Statement
Newport Run Condominium Association
Conway Management Company, Inc.

Property Information:

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Baltimore, MD 21234-1528
Seller: Saeed Haken
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Requestor:

A.J. Billig & Co., Auctioneers
Shannon Stamm
410-296-8440
Estimated Closing Date: 08-14-2023

Sheri Bianca

Sheri Bianca, Accounter

Date: 06-06-23 07:29 AM PST

Conway Management Company, Inc.

Phone: 410-879-9655



Payoff Statement
Newport Run Condominium Association
Conway Management Company, Inc.

Property Information:

9343 Pan Ridge Rd
Baltimore, MD 21234-1528
Seller: Saeed Haken
Buyer: Auction - TBD Auction - TBD

Requestor:

A.J. Billig & Co., Auctioneers
Shannon Stamm
410-296-8440
Estimated Closing Date: 08-14-2023

Comments:

Per Article VII, Section 2(b) of the By-Laws, Amendment dated July 4, 2018, "Effective immediately upon recordation of this Amendment, all Units shall be owner-occupied for a period of at least one (1) year from the date of conveyance of title before said Unit may be leased to or occupied by any other person or person(s)."

It is the responsibility of each Unit Owner to stop any/all automatic payments to the Association.

Please call Conway Management (410)879-9655 3-5 business days before your settlement to ensure the most current balance due number is used.

June payment is due.



Payoff Statement
Newport Run Condominium Association
Conway Management Company, Inc.

Property Information:

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Baltimore, MD 21234-1528
Seller: Saeed Haken
Buyer: Auction - TBD Auction - TBD

Requestor:

A.J. Billig & Co., Auctioneers
Shannon Stamm
410-296-8440
Estimated Closing Date: 08-14-2023

Fee Summary

Amounts Prepaid

MD Required Resale Disclosure Package (Certificate, Inspection, and Association Documents)	\$350.00
Convenience Fee	\$9.95
HomeWiseDocs.com Service/Delivery Fees	\$39.00
Total	\$398.95

Fees Due to Conway Management Company, Inc.

Transfer Fee	\$100.00
Total	\$100.00

Fees Due to Newport Run Condominium Association

Owner Current Balance	\$270.00
Total	\$270.00



Payoff Statement
Newport Run Condominium Association
Conway Management Company, Inc.

Property Information:

9343 Pan Ridge Rd
Baltimore, MD 21234-1528
Seller: Saeed Haken
Buyer: Auction - TBD Auction - TBD

Requestor:

A.J. Billig & Co., Auctioneers
Shannon Stamm
410-296-8440
Estimated Closing Date: 08-14-2023

PLEASE RETURN THIS FORM WITH YOUR CHECK AND CERTIFIED COPIES OF THE CLOSING DISCLOSURE FORM (FORMERLY THE HUD-1 FORM) AND THE GRANT OR WARRANTY DEED. PLEASE INDICATE CONFIRMATION NUMBER VP3ZLS2GP ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.

Fees Due to Conway Management Company, Inc.

Transfer Fee	\$100.00
Total	\$100.00

Fees Due to Newport Run Condominium Association

Owner Current Balance	\$270.00
Total	\$270.00

Include this confirmation number VP3ZLS2GP on the check for \$100.00 payable to and send to the address below.

Conway Management Company, Inc.
1660 Robin Circle
Forest Hill, MD 21050

Include this confirmation number VP3ZLS2GP on the check for \$270.00 payable to and send to the address below.

Newport Run Condominium Association c/o Conway Management
1660 Robin Circle
Forest Hill, MD 21050



Payoff Statement
Newport Run Condominium Association
Conway Management Company, Inc.

Property Information:

9343 Pan Ridge Rd
Baltimore, MD 21234-1528
Seller: Saeed Haken
Buyer: Auction - TBD Auction - TBD

Requestor:

A.J. Billig & Co., Auctioneers
Shannon Stamm
6500 Falls Road
Baltimore, MD 21209
410-296-8440
shannon@ajbillig.com

Closing Information

File/Escrow Number:
Estimated Close Date: 08-14-2023
HomeWiseDocs Confirmation #: VP3ZLS2GP

Sales Price:
Closing Date:
Is buyer occupant? Yes

Status Information

Date of Order: 05-17-2023
Board Approval Date:
Order Completion Date: 06-06-2023
Date Paid: 05-17-2023

Order Retrieved Date:
Inspection Date:
Order Update Date: 06-06-23 07:29 AM PST

Community Manager Information

Company: Conway Management Company, Inc.
Completed By: Rene Lawrence
Updated By: Rene Lawrence
Primary Contact: Sheri Bianca
Address:
1660 Robin Circle
Forest Hill, MD 21050
Phone: 410-879-9655
Fax: 410-399-9507
Email: sbianca@conway-mgt.com



CONDOMINIUM RESALE CERTIFICATE

Newport Run Condominium Association

Current Owner: Saeed Haken
Property Address: 9343 Pan Ridge Rd
Baltimore, MD 21234-1528

Requestor Name: Shannon Stamm
Requestor Phone: 410-296-8440

Date Prepared: 06-06-2023

This Condominium Resale Certificate is being furnished to the selling unit owner named above by the council of Unit Owners of the association, in accordance with MD Real Prop. Code Ann. Section 11-135.

1. The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows:
None
2. The selling unit is subject to a common expense assessment as follows:
\$250.00 per month due by the 15th day of each month.
3. As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the council of unit owners that is due and payable from the selling unit owner are:
4. Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.
5. Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.
6. Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners:
None
7. Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance which are not reflected in the current operating budget are:
None
8. Attached is the most recently prepared balance sheet and income expense statement and the current operating budget of the Condominium.
9. Unsatisfied judgments as of the date of this certificate are listed here.
None
10. As of the date of this Certificate, the Council of Unit Owners is a party to the following pending lawsuits, excluding assessment collection suits:
None
11. The insurance policies provided for the benefit of the Association can be obtained from:

CONDOMINIUM RESALE CERTIFICATE

Newport Run Condominium Association

For insurance information, contact:

Schoenfeld Insurance

410-602-2000

12. Per Condominium law, the owner is responsible for up to \$10,000.00 of the insurance deductible. The policy is available for inspection during normal business hours at the offices of Conway Management Company, 1660 Robin Circle, Forest Hill, MD 21050. The terms of the policy prevail over the description given in this Certificate.
13. The Council of Unit Owners has knowledge of the following violation of the applicable health or building codes with respect to the selling unit, the limited common elements assigned to the selling unit, or any other portion of the Condominium:
- None**
14. The recreational or other facilities which are to be used or maintained by the unit owners or the Council of Unit Owners are:
- Open common area space**
15. Are these facilities part of the common elements?
- Yes**
16. The Council of Unit Owners has caused this Certificate to be prepared in compliance with MD, Real Prop. Code Ann. Section 11-135. To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.
17. NOTE: THIS RESALE CERTIFICATE IS GOOD FOR 30 DAYS FROM THE DATE OF ISSUANCE ABOVE.

CONDOMINIUM RESALE CERTIFICATE

Newport Run Condominium Association

TO BE COMPLETED BY THE SELLING UNIT OWNER

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

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

The selling unit owner has the knowledge that the selling unit ___ is ___ is not subject to an extended lease under Real Property Article Section 11-137 or local law. If the selling unit is subject to an extended lease, a copy of the lease is attached.

Selling Unit Owner

CONDOMINIUM RESALE CERTIFICATE

Newport Run Condominium Association

Comments

Per Article VII, Section 2(b) of the By-Laws, Amendment dated July 4, 2018, "Effective immediately upon recordation of this Amendment, all Units shall be owner-occupied for a period of at least one (1) year from the date of conveyance of title before said Unit may be leased to or occupied by any other person or person(s)."

Annual Board Meeting Minutes
Newport Run Condominium Association

Order: VP3ZLS2GP
Address: 0343 Pan Ridge Rd
Order Date: 05-17-2023
Document not for resale
HomeWise/Joc

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

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Annual Financials
Newport Run Condominium Association

Order: VP8ZLS2GP
Address: 9343 Pan Ridge Rd
Order Date: 05-17-2023
Document not for resale
HomeWorkDocs

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
THE NEWPORT RUN TOWNHOUSE CONDOMINIUM
Year ended December 31, 2021

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Strauss & Associates, P.A.

Certified Public Accountants

9 Park Center Court, Suite 210 • Owings Mills, Maryland 21117
(410) 363-1011 • Fax (410) 363-6919

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of The Newport Run Townhouse Condominium

Opinion

We have audited the accompanying financial statements of The Newport Run Townhouse Condominium, which comprise the statement of assets and liabilities arising from cash transactions as of December 31, 2021, and the related statement of revenues collected, expenses paid and changes in fund balances for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the assets and liabilities of The Newport Run Townhouse Condominium as of December 31, 2021, and its revenues and expenses and changes in fund balances for the year then ended, in accordance with the cash basis of accounting as described in Note C-1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Newport Run Townhouse Condominium and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting as described in Note C-1; this includes determining that the cash basis is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Newport Run Townhouse Condominium's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Newport Run Townhouse Condominium's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Newport Run Townhouse Condominium's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Basis of Accounting

We draw attention to Note C-1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Other Matter

As discussed in Note F, the Association has not conducted a study to estimate the remaining lives and replacement costs of the common property and therefore, has not presented the estimates of future costs of major repairs and replacements that the American Institute of Certified Public Accountants has determined is required to supplement, although not required to be a part of, the basic financial statements.

Struss & Associates, P.A.

March 14, 2022
Owings Mills, Maryland

THE NEWPORT RUN TOWNHOUSE CONDOMINIUM
STATEMENT OF ASSETS AND LIABILITIES ARISING FROM CASH TRANSACTIONS

December 31, 2021

<u>ASSETS</u>			
	Operating fund	Replacement fund	Total
CURRENT ASSETS			
Cash	\$ 13,956	\$ 117,209	\$ 131,165
<u>LIABILITIES AND FUND BALANCES</u>			
CURRENT LIABILITIES			
Note payable	\$ -	\$ 9,145	\$ 9,145
Total current liabilities	-	9,145	9,145
FUND BALANCES			
Total liabilities and fund balances	13,956	108,064	122,020
	\$ 13,956	\$ 117,209	\$ 131,165

See accompanying notes to financial statements.

THE NEWPORT RUN TOWNHOUSE CONDOMINIUM

STATEMENT OF REVENUES COLLECTED, EXPENSES PAID AND CHANGES IN FUND BALANCES

Year ended December 31, 2021

	Operating fund	Replacement fund	Total
REVENUES			
Assessments	\$ 103,440	\$ 16,910	\$ 120,350
Late fee income	660	-	660
Legal fee income	225	-	225
Interest income	-	110	110
Other income	680	-	680
	<u>105,005</u>	<u>17,020</u>	<u>122,025</u>
EXPENSES			
Administrative	550	-	550
Electricity	1,327	-	1,327
Grounds	33,482	-	33,482
Insurance	13,795	-	13,795
Interest expense	-	2,304	2,304
Management fees	6,660	-	6,660
Professional fees	1,300	-	1,300
Repairs and maintenance	12,395	-	12,395
Snow removal	12,015	-	12,015
Water and sewer	12,000	-	12,000
	<u>93,524</u>	<u>2,304</u>	<u>95,828</u>
EXCESS OF REVENUES COLLECTED OVER EXPENSES PAID	11,481	14,716	26,197
FUND BALANCES (DEFICIT)			
- beginning of year	341,816	(245,993)	95,823
INTERFUND TRANSFER	<u>(339,341)</u>	<u>339,341</u>	<u>-</u>
FUND BALANCES			
- end of year	<u>\$ 13,956</u>	<u>\$ 108,064</u>	<u>\$ 122,020</u>

See accompanying notes to financial statements.

THE NEWPORT RUN TOWNHOUSE CONDOMINIUM

NOTES TO FINANCIAL STATEMENTS

December 31, 2021

NOTE A - ORGANIZATION, PURPOSE, AND MANAGEMENT

The Newport Run Townhouse Condominium, an unincorporated association, exists for the private benefit of its members having as its purpose the general upkeep and maintenance of the common elements of the development and any other common expenses of the unit owners. The Association, located in Baltimore, Maryland, is comprised of 48 condominium units.

The Association has engaged Conway Management Company, Inc. as its agent to collect maintenance fees for the unit owners, to administer the policies of the Board of Directors and to assist in the management of the Association's affairs.

NOTE B - DATE OF MANAGEMENT'S REVIEW

In preparing these financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through March 14, 2022, the date the financial statements were available to be issued.

NOTE C - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant policies consistently applied in the preparation of the accompanying statements follows:

1. Method of accounting

The accompanying financial statements have been prepared on a basis of cash receipts and disbursements. Under this method, certain revenues and the related assets are recognized when received rather than when earned, and certain expenses are recognized when paid rather than when the obligation is incurred.

2. Funds

The Association uses fund accounting, which requires that funds, such as operating and replacement funds, be classified separately for accounting and reporting purposes. The operating fund is used to account for financial resources available for the general operations of the Association. The replacement fund is used to accumulate financial resources designated for future major repairs and replacements.

THE NEWPORT RUN TOWNHOUSE CONDOMINIUM

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021

NOTE C - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

3. Income taxes

Condominium associations may be taxed either as homeowners' associations or as regular corporations. For the year ended December 31, 2021, the Association elected to be taxed as a homeowners' association. Under that election, the Association is taxed on its nonexempt function income, such as interest earned, at 30% by the federal government and 8.25% by the State of Maryland. Exempt function income, which consists primarily of member assessments, is not taxable.

The Association's policy is to recognize any tax penalties and interest as an expense when incurred. For the year ended December 31, 2021, the Association incurred no penalties and interest related to income taxes. Tax returns are subject to examination by the Internal Revenue Service and State of Maryland for three years after they are filed.

4. Common property

Real property and common areas acquired from the developer and related improvements to such property are not recorded in the Association's financial statements because those properties are owned by the individual unit owners in common and not by the Association.

5. Member assessments

Association members are subject to monthly assessments to provide funds for the Association's operating expenses, future capital acquisitions, and major repairs and replacements. The Association's policy is to retain legal counsel to help in the collection of unit owners whose assessments are delinquent.

NOTE D - CASH

As of December 31, 2021, the Association maintained its funds in the following manner:

<u>Institution</u>	<u>Type of account</u>	<u>Cash</u>
Enterprise Bank & Trust	Checking	\$ 13,956

(CONTINUED)

THE NEWPORT RUN TOWNHOUSE CONDOMINIUM

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021

NOTE D - CASH - CONTINUED

<u>Institution</u>	<u>Type of account</u>	<u>Cash</u>
Enterprise Bank & Trust	Money Market	<u>117,209</u>
		<u>\$ 131,165</u>

NOTE E - NOTE PAYABLE

In September 2006, the Association obtained a line of credit with Severn Savings Bank, with a maximum withdrawal amount of \$320,000. The proceeds were used to cover the costs associated with replacing the roofs. In October 2007, the line of credit was converted into a note with a balance of \$226,328.

The Association is required to make monthly payments of principal and interest in the amount of \$2,163. Interest accrues on the unpaid principal balance at a rate of 8% per annum. The note matures in October 2022 and is secured by the assessments of the Association. The note payable shown on the balance sheet is net of unamortized loan fees of \$325.

NOTE F - FUTURE MAJOR REPAIRS AND REPLACEMENTS

The Association has not conducted a study to determine the remaining useful lives of the components of common property and current estimates of costs of major repairs and replacements that may be required in the future.

The Association levied assessments of \$16,910 during the year ended December 31, 2021, for estimated future major repairs and replacements.

THE NEWPORT RUN TOWNHOUSE CONDOMINIUM

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2021

NOTE F - FUTURE MAJOR REPAIRS AND REPLACEMENTS - CONTINUED

The Association's governing documents require funds to be accumulated for future major repairs and replacements. Funds are being accumulated in the replacement fund based on estimated future costs for repairs and replacements of common property components. Actual expenditures and investment income may vary from the estimated amounts, and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed, the Association has the right, subject to membership approval, to increase regular assessments, pass special assessments, or delay major repairs and replacements until funds are available.

NOTE G - RELATED PARTY TRANSACTIONS

The Association retains Conway Management Company, Inc. as its managing agent. Additionally, Conway Management Company, Inc. provided maintenance services for the Association. In 2021, the Association incurred \$1,701 of expenses for these services.

Architectural Guidelines
Newport Run Condominium Association

Order: VP3ZLS2GP
Address: 4343 Pan Ridge Rd
Order Date: 05-17-2023
Document not for resale
HomeWoodDocs

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

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Articles of Incorporation
Newport Run Condominium Association

Order: VP8ZL32GP
Address: 9343 Pan Ridge Rd
Order Date: 05-17-2023
Document not for resale
HomeWireDocc

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

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Balance Sheet/Income Expense Statement
Newport Run Condominium Association

Order: VP5ZLS2GF
Address: 9343 Pan Ridge Rd
Order Date: 03-17-2023
Document not for resale
HomeWorkOffice



Income Statement - Operating
 Newport Run Condominium Association
 04/30/2023

Date: 5/15/2023
 Time: 2:50 pm
 Page: 1

Description	Current Period		Year-to-date		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING INCOME					
INCOME					
4101-00 Condo Fees	\$11,725.00	\$12,000.00	\$44,790.00	\$45,120.00	\$141,120.00
4240-00 Late Fees	(50.00)	-	365.00	-	-
Total INCOME	\$11,675.00	\$12,000.00	\$45,155.00	\$45,120.00	\$141,120.00
RESERVE INCOME					
4371-00 Interest Income - Reserve Acct	160.74	-	568.58	-	-
Total RESERVE INCOME	\$160.74	\$-	\$568.58	\$-	\$-
Total OPERATING INCOME	\$11,835.74	\$12,000.00	\$45,723.58	\$45,120.00	\$141,120.00
OPERATING EXPENSE					
GENERAL AND ADMINISTRATIVE EXPENSES					
7000-00 Office Expense	32.50	75.00	98.88	300.00	900.00
7060-00 Legal Fees	-	300.00	-	600.00	1,500.00
7090-00 Insurance Premium	-	-	3,239.00	3,775.00	15,100.00
7100-00 Management Fees	588.00	588.00	2,352.00	2,352.00	7,056.00
7190-00 Audits/Accounting Fees	-	-	1,500.00	1,520.00	1,520.00
7192-00 Replacement Reserve Study	-	-	-	-	2,800.00
Total GENERAL AND ADMINISTRATIVE EXP	\$620.50	\$963.00	\$7,189.88	\$8,547.00	\$28,876.00
UTILITIES					
5010-00 Common Area Electric	-	141.00	461.53	564.00	1,690.00
5040-00 Water/Sewer	-	-	4,210.20	4,950.00	19,800.00
Total UTILITIES	\$-	\$141.00	\$4,671.73	\$5,514.00	\$21,490.00
GROUNDS REPAIR AND MAINTENANCE					
6100-00 Snow Removal	-	3,000.00	-	11,000.00	11,000.00
6110-00 Grounds Maintenance	-	1,000.00	-	2,000.00	10,000.00
6130-00 Lawn Care	-	1,687.00	-	2,687.00	14,500.00
6150-00 Landscaping	-	-	-	-	250.00
6340-00 Paving	-	-	-	-	12,000.00
Total GROUNDS REPAIR AND MAINTENANC	\$-	\$5,687.00	\$-	\$15,687.00	\$47,750.00
BUILDING REPAIR AND MAINTENANCE					
6030-00 Repairs & Maintenance	291.00	-	291.00	-	4,500.00
6050-00 Building Maintenance	-	-	-	1,625.00	6,500.00
6080-00 Gutters & Downspouts	-	-	830.00	1,000.00	2,000.00
6230-00 Plumbing	-	-	-	500.00	3,000.00
Total BUILDING REPAIR AND MAINTENANC	\$291.00	\$-	\$1,121.00	\$3,125.00	\$16,000.00
Total OPERATING EXPENSE	\$911.50	\$6,791.00	\$12,982.61	\$32,873.00	\$114,116.00
Net Income:	\$10,924.24	\$5,209.00	\$32,740.97	\$12,247.00	\$27,004.00

Order: VP321.52GP
 Address: 0343 Pan Ridge Rd
 Order Date: 05-17-2023
 Document not for resale
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Balance Sheet - Operating
 Newport Run Condominium Association
 End Date: 04/30/2023

Date: 5/15/2023
 Time: 2:50 pm
 Page: 1

Assets		
CASH		
10-1000-00 EBT-Operating-4591	\$76,992.71	
Total CASH:		<u>\$76,992.71</u>
RESERVE ACCOUNTS		
12-1201-00 EBT-MMK-7167	132,751.88	
Total RESERVE ACCOUNTS:		<u>\$132,751.88</u>
Total Assets:		<u><u>\$209,744.59</u></u>
Liabilities & Equity		
CURRENT LIABILITIES		
20-2100-00 Pre-Paid	5,172.84	
Total CURRENT LIABILITIES:		<u>\$5,172.84</u>
EQUITY AND RESERVES		
30-3100-00 Retained Earnings	171,830.78	
Total EQUITY AND RESERVES:		<u>\$171,830.78</u>
Net Income Gain / Loss	32,740.97	
		<u>\$32,740.97</u>
Total Liabilities & Equity:		<u><u>\$209,744.59</u></u>



Income Statement - Operating
 Newport Run Condominium Association
 03/31/2023

Date: 4/11/2023
 Time: 5:19 pm
 Page: 1

Description	Current Period		Year-to-date		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING INCOME					
INCOME					
4101-00 Condo Fees	\$11,155.00	\$11,040.00	\$33,065.00	\$33,120.00	\$141,120.00
4240-00 Late Fees	100.00	-	415.00	-	-
Total INCOME	\$11,255.00	\$11,040.00	\$33,480.00	\$33,120.00	\$141,120.00
RESERVE INCOME					
4371-00 Interest Income - Reserve Acct	140.62	-	407.84	-	-
Total RESERVE INCOME	\$140.62	\$-	\$407.84	\$-	\$-
Total OPERATING INCOME	\$11,395.62	\$11,040.00	\$33,887.84	\$33,120.00	\$141,120.00
OPERATING EXPENSE					
GENERAL AND ADMINISTRATIVE EXPENSES					
7000-00 Office Expense	10.13	75.00	66.38	225.00	900.00
7060-00 Legal Fees	-	-	-	300.00	1,500.00
7090-00 Insurance Premium	3,239.00	3,775.00	3,239.00	3,775.00	15,100.00
7100-00 Management Fees	588.00	588.00	1,764.00	1,764.00	7,056.00
7190-00 Audits/Accounting Fees	1,375.00	1,520.00	1,500.00	1,520.00	1,520.00
7192-00 Replacement Reserve Study	-	-	-	-	2,800.00
Total GENERAL AND ADMINISTRATIVE EXP	\$5,212.13	\$5,958.00	\$6,569.38	\$7,584.00	\$28,876.00
UTILITIES					
5010-00 Common Area Electric	-	141.00	461.53	423.00	1,690.00
5040-00 Water/Sewer	4,210.20	4,950.00	4,210.20	4,950.00	19,800.00
Total UTILITIES	\$4,210.20	\$5,091.00	\$4,671.73	\$5,373.00	\$21,490.00
GROUNDS REPAIR AND MAINTENANCE					
6100-00 Snow Removal	-	3,500.00	-	8,000.00	11,000.00
6110-00 Grounds Maintenance	-	1,000.00	-	1,000.00	10,000.00
6130-00 Lawn Care	-	1,000.00	-	1,000.00	14,500.00
6150-00 Landscaping	-	-	-	-	250.00
6340-00 Paving	-	-	-	-	12,000.00
Total GROUNDS REPAIR AND MAINTENANC	\$-	\$5,500.00	\$-	\$10,000.00	\$47,750.00
BUILDING REPAIR AND MAINTENANCE					
6030-00 Repairs & Maintenance	-	-	-	-	4,500.00
6050-00 Building Maintenance	-	1,625.00	-	1,625.00	6,500.00
6080-00 Gutters & Downspouts	-	-	830.00	1,000.00	2,000.00
6230-00 Plumbing	-	500.00	-	500.00	3,000.00
Total BUILDING REPAIR AND MAINTENANC	\$-	\$2,125.00	\$830.00	\$3,125.00	\$16,000.00
Total OPERATING EXPENSE	\$9,422.33	\$18,674.00	\$12,071.11	\$26,082.00	\$114,116.00
Net Income:	\$1,973.29	(\$7,634.00)	\$21,816.73	\$7,038.00	\$27,004.00



Balance Sheet - Operating
 Newport Run Condominium Association
 End Date: 03/31/2023

Date: 4/11/2023
 Time: 5:19 pm
 Page: 1

Assets

CASH			
10-1000-00 EBT-Operating-4591	\$67,139.21		
Total CASH:			\$67,139.21
RESERVE ACCOUNTS			
12-1201-00 EBT-MMK-7167	132,591.14		
Total RESERVE ACCOUNTS:			\$132,591.14
Total Assets:			\$199,730.35

Liabilities & Equity

CURRENT LIABILITIES			
20-2100-00 Pre-Paid	6,082.84		
Total CURRENT LIABILITIES:			\$6,082.84
EQUITY AND RESERVES			
30-3100-00 Retained Earnings	171,830.78		
Total EQUITY AND RESERVES:			\$171,830.78
Net Income Gain / Loss	21,816.73		
			\$21,816.73
Total Liabilities & Equity:			\$199,730.35



Income Statement - Operating
 Newport Run Condominium Association
 02/28/2023

Date: 3/15/2023
 Time: 5:45 pm
 Page: 1

Description	Current Period		Year-to-date		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING INCOME					
INCOME					
4101-00 Condo Fees	\$11,290.00	\$11,040.00	\$21,910.00	\$22,080.00	\$141,120.00
4240-00 Late Fees	120.00	-	315.00	-	-
Total INCOME	\$11,410.00	\$11,040.00	\$22,225.00	\$22,080.00	\$141,120.00
RESERVE INCOME					
4371-00 Interest Income - Reserve Acct	126.89	-	267.22	-	-
Total RESERVE INCOME	\$126.89	\$-	\$267.22	\$-	\$-
Total OPERATING INCOME	\$11,536.89	\$11,040.00	\$22,492.22	\$22,080.00	\$141,120.00
OPERATING EXPENSE					
GENERAL AND ADMINISTRATIVE EXPENSES					
7000-00 Office Expense	40.42	75.00	56.25	150.00	900.00
7060-00 Legal Fees	-	300.00	-	300.00	1,500.00
7090-00 Insurance Premium	-	-	-	-	15,100.00
7100-00 Management Fees	588.00	588.00	1,176.00	1,176.00	7,056.00
7190-00 Audits/Accounting Fees	125.00	-	125.00	-	1,520.00
7192-00 Replacement Reserve Study	-	-	-	-	2,800.00
Total GENERAL AND ADMINISTRATIVE EXP	\$753.42	\$963.00	\$1,357.25	\$1,626.00	\$28,876.00
UTILITIES					
5010-00 Common Area Electric	-	141.00	461.53	282.00	1,690.00
5040-00 Water/Sewer	-	-	-	-	19,800.00
Total UTILITIES	\$-	\$141.00	\$461.53	\$282.00	\$21,490.00
GROUNDS REPAIR AND MAINTENANCE					
6100-00 Snow Removal	-	3,500.00	-	4,500.00	11,000.00
6110-00 Grounds Maintenance	-	-	-	-	10,000.00
6130-00 Lawn Care	-	-	-	-	14,500.00
6150-00 Landscaping	-	-	-	-	250.00
6340-00 Paving	-	-	-	-	12,000.00
Total GROUNDS REPAIR AND MAINTENANC	\$-	\$3,500.00	\$-	\$4,500.00	\$47,750.00
BUILDING REPAIR AND MAINTENANCE					
6030-00 Repairs & Maintenance	-	-	-	-	4,500.00
6050-00 Building Maintenance	-	-	-	-	6,500.00
6080-00 Gutters & Downspouts	-	-	830.00	1,000.00	2,000.00
6230-00 Plumbing	-	-	-	-	3,000.00
Total BUILDING REPAIR AND MAINTENANC	\$-	\$-	\$830.00	\$1,000.00	\$16,000.00
Total OPERATING EXPENSE	\$753.42	\$4,604.00	\$2,648.78	\$7,408.00	\$114,116.00
Net Income:	\$10,783.47	\$6,436.00	\$19,843.44	\$14,672.00	\$27,004.00



Balance Sheet - Operating
Newport Run Condominium Association
End Date: 02/28/2023

Date: 3/15/2023
Time: 5:45 pm
Page: 1

Assets		
CASH		
10-1000-00 EBT-Operating-4591	\$66,151.54	
Total CASH:		\$66,151.54
RESERVE ACCOUNTS		
12-1201-00 EBT-MMK-7167	132,450.52	
Total RESERVE ACCOUNTS:		\$132,450.52
Total Assets:		\$198,602.06
Liabilities & Equity		
CURRENT LIABILITIES		
20-2100-00 Pre-Paid	6,927.84	
Total CURRENT LIABILITIES:		\$6,927.84
EQUITY AND RESERVES		
30-3100-00 Retained Earnings	171,830.78	
Total EQUITY AND RESERVES:		\$171,830.78
Net Income Gain / Loss	19,843.44	
		\$19,843.44
Total Liabilities & Equity:		\$198,602.06

Budget
Newport Run Condominium Association

Order: VP471626P
Address: 9343 Pan Fridge Rd
Order Date: 05-17-2023
Document not for resale
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Newport Run Condominium Association

Approved 2023 Budget

	\$230.00/Month 2022 Budget	\$250/Month Approved 2023 Budget
Income		
4101 Condo Fees	132,480.00	144,000.00
4240 Late Fees	-	
Operating Income		144,000.00
Expense		
General & Administrative Expenses		
7000 Office Expense	1,000.00	900.00
7051 Loan Repayment	26,900.00	-
7060 Legal Fees	1,500.00	1,500.00
7090 Insurance Premium	13,800.00	15,100.00
7100 Management Fees	6,780.00	7,056.00
7190 Audits/Accounting Fees	1,350.00	1,350.00
7192 Replacement Reserve Study	-	
Total	51,330.00	25,906.00
Utilities		
5010 Common Area Electric	1,690.00	1,690.00
5040 Water/Sewer	19,800.00	19,800.00
Total	21,490.00	21,490.00
Grounds Repair & Maintenance		
6100 Snow Removal	9,000.00	11,000.00
6110 Grounds Maintenance	8,750.00	8,750.00
6130 Lawn Care	12,500.00	14,500.00
6150 Landscaping	250.00	250.00
Total	30,500.00	34,500.00
Building Repair & Maintenance		
6030 Repairs & Maintenance	3,600.00	4,500.00
6050 Building Maintenance	6,500.00	6,500.00
6080 Gutters & Downspouts	2,000.00	2,000.00
6230 Plumbing	2,000.00	3,000.00
Total	14,100.00	16,000.00
7260 Reserves	15,060.00	46,104.00
Operating Expense	132,480.00	144,000.00
Operating Income	132,480.00	144,000.00
Operating Expense	117,420.00	97,896.00
Net Income	\$ 15,060.00	\$ 46,104.00

Order: VP82LS2GP
 Address: 9343 Dan Ridge Pk
 Order Date: 05-17-2023
 Document not for resale
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Bylaws
Newport Run Condominium Association

Order: VP9ZLS2GP
Address: 9343 Pan Ridge Rd
Order Date: 05-17-2023
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THE NEWPORT RUN TOWNHOUSE CONDOMINIUM

AMENDMENT TO BY-LAWS

THIS AMENDMENT TO BY-LAWS, dated this 4TH day of JUNE, 2018 by **THE COUNCIL OF UNIT OWNERS OF THE NEWPORT RUN TOWNHOUSE CONDOMINIUM** (the "Council") the unincorporated association of the owners of condominium units within **THE NEWPORT RUN TOWNHOUSE CONDOMINIUM** (the "Condominium").

EXPLANATORY STATEMENTS

A. The Condominium was established by a Master Deed Establishing a Horizontal Property Regime to be known as The Newport Run Townhouse Condominium dated June 24, 1974 and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber 5457, Folio 306 et seq., and By-Laws dated June 24, 1974 and recorded among the Land Records in Liber 5457, Folio 328 et seq.

B. The Council now desires to amend the provisions of Article VIII, Section 2 of the By-Laws, in order to require that a Unit must be occupied by its Co-Owner for a period of at least six (6) months from the date of conveyance before the Unit can be leased or occupied by another person or persons.

C. The Council duly authorized and approved an Amendment to the By-Laws hereinafter set forth in the manner and by the vote required by Section 11-104 of the Maryland Condominium Act (the "MCA") at a meeting of the Council, with a quorum being present, pursuant to Article II, Section 4 of the By-Laws.

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

1. That Article VIII, Section 2 of the By-Laws be and is hereby amended by enactment of the following new Section 2(b), as follows:

(b) Effective immediately upon recordation of this Amendment, all Units shall be owner-occupied for a period of at least one (1) year from the date of conveyance of title before said Unit may be leased to or occupied by any other person or person(s).

2. All capitalized terms set forth in this Amendment shall have the meanings ascribed to them in the Master Deed and By-Laws, except as otherwise clearly provided herein.

3. Except as set forth above, all other provisions of the By-Laws shall remain in full force and effect.

LR - Amendment	20.00
Recording Fee	
Name: NEWPORT RUN	
Ref:	
LR - Amendment	
Surcharge	40.00
SubTotal:	60.00
Total:	60.00
06/19/2018 04:03	
#10547927 C00301	
Baltimore	
County/CSS - 01-06	
Register 06	
CC03-LL	

Order: VP321.826P
Address: 9343 Pan Ridge
Order Date: 05-17-2018
Document not for resale
Name: Woodross

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 40381, p. 0313, MSA_CE62_40238. Date available 06/21/2018. Printed 06/26/2018.

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors certify that the foregoing Amendment was approved by the affirmative vote of Unit Owners by having sixty percent (60%) or more of the votes in the Council at a meeting of the Council held for that purpose.

WITNESS:

THE NEWPORT RUN TOWNHOUSE
CONDOMINIUM

[Signature]

BY: Sandra Hooper
President

[Signature]

BY: Dana A Byrd
Secretary

STATE OF MARYLAND, CITY/COUNTY OF Harford, TO WIT:

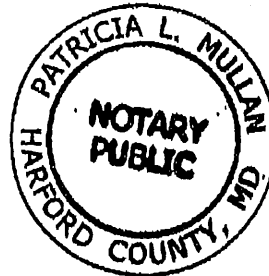
I HEREBY CERTIFY, That on this 4th day of June, 2018, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Sandra Hooper and Debbie Byrd, who acknowledged themselves to be the President and Secretary of The Newport Run Townhouse Condominium, respectively, and that they, being authorized so to do, executed the foregoing instrument herein contained by signing for the Council by themselves as President and Secretary.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 3/15/20

00949.001\Amendment to By-Laws 101217.doc



BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 40381, p. 0314, MSA_CE62_40238. Date available 06/21/2018. Printed 06/26/2018.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 40381, p. 0315, MSA_CEE62_40238. Date available 06/21/2018. Printed 06/26/2018.

State of Maryland Land Instrument Intake Sheet
 Baltimore City County, Baltimore
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Station

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached						
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage Lease	<input type="checkbox"/> Other Amendment	<input type="checkbox"/> Other			
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length (1)	<input type="checkbox"/> Unimproved Sale Arms-Length (2)	<input type="checkbox"/> Multiple Accounts Arms-Length (3)	<input type="checkbox"/> Not an Arms-Length Sale (2)			
3	Tax Exemptions (If applicable) Cite or Explain Authority	<input type="checkbox"/> Recordation <input type="checkbox"/> State Transfer <input type="checkbox"/> County Transfer						
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only Transfer and Recordation Tax Consideration			
		Purchase Price/Consideration	\$		Transfer Tax Consideration	\$		
		Any New Mortgage	\$		X () % =	\$		
		Balance of Existing Mortgage	\$		Less Exemption Amount	\$		
		Other	\$		Total Transfer Tax	\$		
		Other	\$		Recordation Tax Consideration	\$		
		Full Cash Value:	\$	X () per \$500 =	\$			
				TOTAL DUE	\$			
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:		
		Recording Charge	\$ 20.00	\$	\$	Tax Bill:		
		Surcharge	\$ 40.00	\$	\$	C/B. Credit:		
		State Recordation Tax	\$	\$	\$	Ag. Tax/Other:		
		State Transfer Tax	\$	\$	\$			
		County Transfer Tax	\$	\$	\$			
		Other	\$	\$	\$			
		Other	\$	\$	\$			
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(p)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		Subdivision Name		Lot (3a)	Block (3b)	Sec/AR (3c)	Plat Ref.	SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2)						
		The Newport Run Townhouse Condominium						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>		Amount		
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:				
		If Partial Conveyance, List Improvements Conveyed:						
		Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
7	Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		New Owner's (Grantee) Mailing Address						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
		The Council of Unit Owners of the Newport Run Townhouse Condominium						
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input type="checkbox"/> Return to Contact Person	
		Name: BRUCE D. BROWN, ESQUIRE					<input type="checkbox"/> Hold for Pickup	
		Firm: ROSEN HOOVER P.A.					<input checked="" type="checkbox"/> Return Address Provided	
		Address: 100 N. CHARLES STREET, SUITE 1010, BALTIMORE, MD 21201 Phone: (410) 639-8808						
11	IMPORTANT! BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information						
		Assessment Information		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Will the property being conveyed be the grantee's principal residence?		
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Does transfer include personal property? If yes, identify:		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).		
Space Reserved for County Verification	Assessment Use Only - Do Not Write Below This Line							
	Terminal Verification		Agricultural Verification		Whole		Part	
	Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:			
	Year	20	20	Geo.	Map	Sub	Block	
	Land			Zoning	TAX NOT REQUIRED	Plat	Lot	
	Buildings			Use	Director Approval and Filing		Occ. Cd.	
	Total			TOWNSHIP OF BALTIMORE, COUNTY OF BALTIMORE, MARYLAND				
	REMARKS:							
	<input type="checkbox"/> COUNTY TRANSFER TAX							
	Per [Signature] ART 11 TITLE 3							
SUBTITLE 2, 11-3-202								
<input type="checkbox"/> RECORDATION TAX								
Per [Signature] ART 12-108								
Date 6/17/18								

Distribution: White - Clerk's Office, Pink - Office of Finance, Green - SDAT, Colored - Proper

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ADDITIONS TO THE BY-LAWS OF NEWPORT RUN CONDOMINIUM

Vehicles Art. IX Sec. 1. ✓

"The occupant of each of the Newport Run Townhouse Condominiums will be permitted to park no more than three four-wheeled motor vehicles on the premises at any time. Those co-owners or occupants who have a legitimate bonafide reason for maintaining more vehicles on the premises may petition the Board of Directors for written exception to this by-law."

MAR -7-79 153822E *****50

MAR -7-79 153822BE *****50

2. Leases Art. IX Sec. 2

"In addition, each co-owner or purchaser of any unit shall be required to maintain the unit as his primary personal residence at least six (6) months prior to leasing the unit to any other individual."

3. Proxies Art. IX Sec. 5.

"This section shall limit the issuing of a proxy only to another co-owner. Leaseholders are explicitly restricted from holding proxy."

4. Voting Rights Art. II Sec. 2

"Voting rights for all purposes on condominium matters shall be conferred upon the co-owner whether the co-owner resides in the unit or leases such unit. All co-owners leasing their units shall, in writing, make the Board aware of an address to which correspondence can be mailed to them. Voting rights are strictly prohibited from being assigned to the lessee in any manner."

For original Master Deed and By-Laws, see Liber 5457, page 306.

President, Condominium Association

W. Paul Starnes

Vice President, Condominium Association

Ralph C. Smith

Rec'd for record MAR 7 1979 at 7:44 AM
 Per Elmer H. Kahline, Jr. Clerk
 Mail to *Emil B. Pucke*
 Receipt No. *500*

ADDITIONS TO THE BY-LAWS OF NEWPORT RUN CONDOMINIUM

Vehicles Art. IX Sec. 1.

"The occupant of each of the Newport Run Townhouse Condominiums will be permitted to park no more than three four-wheeled motor vehicles on the premises at any time. Those co-owners or occupants who have a legitimate bonafide reason for maintaining more vehicles on the premises may petition the Board of Directors for written exception to this by-law."

MAR -7-79 153822E *****5.0
MAR -7-79 153822B *****5.0

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For original Master Deed and By-Laws, see Liber 5457, page 306.

President, Condominium Association

Ray Paul Skelton

Vice President, Condominium Association

Ralph C. Scott

Rec'd for record MAR 7. 1979 at 7.00
Per Elmer H. Kahline, Jr. Clerk
Paid to Emil B. Pielke
Receipt No. 5.00

EXHIBIT C

BY-LAWS
OF
THE NEWPORT RUN TOWNHOUSE CONDOMINIUM

PAN RIDGE ROAD
BALTIMORE COUNTY, MARYLAND

ARTICLE I

PLAN OF OWNERSHIP

Section 1. PROPERTY OWNERSHIP. The Condominium Project, known as The Newport Run Townhouse Condominium, located at Pan Ridge Road, 9th Election District, Baltimore County, Maryland, has been submitted to the provisions of the Horizontal Property Act (Under Article 21, Section 11-101 et seq., Annotated Code of Maryland, 1973 Replacement Volume), and a horizontal property regime has been established therefore, by the Master Deed to which these By-Laws are annexed.

Section 2. APPLICABILITY OF BY-LAWS. The terms, conditions, provisions and restrictions of these By-Laws are applicable to the condominium project and to the use, occupancy, benefit and enjoyment thereof, and shall inure to the benefit of the co-owners and be binding upon said co-owners, their tenants, guests and other invitees, the agents, servants and employees of such co-owners, tenants, guests and invitees, and any other person, firm or corporation using any facility of the property, subject to the limitations contained in Section 5 of the Master Deed and herein-after set forth in these By-Laws. The acceptance of any deed, lease, contract, or other paper covering any interest in a con-

dominium unit, or the use, occupancy, benefit or enjoyment of such unit, without further act, shall signify that the By-Laws of the Condominium Project are approved and ratified and that the persons accepting the deed, lease, contract or other paper shall comply with the terms, conditions, provisions and restrictions of the By-Laws.

Section 3. OFFICE. The principal office of the Condominium Project shall be located at the Newport Run Townhouse Condominium, Baltimore County, Maryland, or at such other address as the Board of Directors may from time to time designate by written notice to the council of co-owners.

ARTICLE II

COUNCIL OF CO-OWNERS, VOTING

Section 1. CONSTITUTION. There is hereby constituted the Council of Co-owners, sometimes herein referred to as the "Council", which shall be comprised of every person, firm or corporation which owns, severally or with others, any unit. This organization may either remain unincorporated or may become incorporated pursuant to the Laws of the State of Maryland, as the Board of Directors may determine.

Section 2. VOTING. Voting in person or by proxy shall be on a unit basis, with each unit being entitled to cast that number of votes which shall equal his percentage interest factor, as assigned in "Exhibit B", under the provision of the Master Deed, and registered in his name on the Books of the Condominium Project

on the date for determination of voting rights at the meeting. Where a unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned by such unit, and such owners shall, in writing, designate an individual who shall be entitled to cast the vote or votes on behalf of the owners of such unit of which he is a part. The owner of leasehold interest in a unit shall be deemed the owner for all voting purposes; provided however, that such Lessee shall have no power, without the concurring vote of the owner, to act or vote upon any matter reducing or altering the rights of such owner, pursuant to the terms of his lease or as otherwise existing according to law, or amending or terminating the Condominium Master Deed. Other than Lessees under leases above described, no other Lessee, lienholder, mortgagee, pledgee or contract purchaser shall have any voting rights with respect to the affairs of the Condominium Project.

Section 3. MAJORITY. As used in these By-Laws, the term "majority shall mean those owners holding fifty-one percent (51%) of the votes in accordance with the percentage assigned in Exhibit "B".

Section 4. QUORUM. At any meeting of the Council of Co-Owners, the presence in person or by proxy of a majority of Co-owners at such meeting shall be necessary and sufficient to constitute a quorum for the election of Directors or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been

completed. In the absence of a quorum, the Co-owners who shall be present in person or by proxy at any meeting (or adjournment) may, by vote of a majority of such Co-owners, adjourn the meeting from time to time, but not for a period of over seven (7) days at any one time, by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 5. PROXIES. Co-owners may vote either in person or by proxy, but no proxy which is dated more than two (2) months before the meeting at which it is offered shall be accepted unless such proxy shall on its face name a longer period for which it is to remain in force. Every proxy shall be in writing, subscribed by the Co-owner or by duly authorized attorney in fact, and shall be dated, but need not be sealed, witnessed or acknowledged; each proxy shall be presented at the meeting and be then deposited with the Board of Directors.

Section 6. MAILING ADDRESS. The mailing address of the Council of Co-owners of the Newport Run Townhouse Condominium shall be 9301 Pan Ridge Road, Baltimore County, Maryland

ARTICLE III

ADMINISTRATION

Section 1. ANNUAL MEETING. The first annual meeting of the Council of Co-owners shall be held within thirty (30) days after thirty-two (32) of the Condominium units shall be owned by Co-owners other than the Developer, or within thirty (30) days after the expiration of two (2) years from the date of the aforesaid

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Master Deed, whichever shall be the later time. The annual meeting of the Council of Co-owners shall be held at the principal office of the Condominium Project in Baltimore County, Maryland, the first Tuesday in December of each succeeding year at 7:30 P.M. (or at such other hour and/or place as may be fixed by the Board of Directors) for the election of Directors and for the transaction of general business. Such annual meetings shall be general meetings, i.e. open for the transaction of any business without special notice of such business.

Section 2. SPECIAL MEETING. From and after the first annual meeting of the Council of Co-owners, special meetings of the Council of Co-owners may be called by written notice, authorized by a majority of the Board of Directors, or upon a petition signed by Twenty-five percent (25%) of the Co-owners and presented to the Secretary not less than ten (10) days prior to the date fixed for said meeting.

Section 3. NOTICE OF MEETING. The notice shall specify the date, time and place of the meeting and the matters to be considered. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. LIST OF MEMBERS. The Secretary shall compile and keep up to date at the principal office of the Council, a complete list of the Co-owners and their last known post office addresses. This list shall be open to inspection by all Co-owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Council,

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containing the minutes of all annual and special meetings of the Council and all resolutions of the Directors.

Section 5. VOTING REQUIREMENTS. A Co-owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Council if, and only if, he shall have fully paid, at least three (3) days prior to the date fixed for such annual or special meetings, all assessments made or levied against him, and his unit by the Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his unit.

Section 6. CONDUCT OF MEETINGS. Robert's Rules of Order shall govern in the conduct of all meetings of the Council of Co-owners.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATION. The affairs of the Condominium Project shall be governed by a Board of Directors of the Council of Co-owners (Board) comprised of Five (5) members (Directors). Except as hereinafter otherwise provided, at least three (3) of said Directors shall be Co-owners, either in their own names, or as a joint tenant, tenant in common, tenant by the entirety or Co-partner, or shall be an officer of a corporate Co-owner provided, however, that not more than one such Co-tenant, Co-partner, or officer of a Co-owner holding title to the unit shall

be qualified to serve as a Director. The number of members fixed by these By-Laws may, by a vote of a majority of the Co-owners, be increased to seven or nine members. So long as the Developer is the owner of at least eight units, the Developer shall have the right to designate and to select a number of persons (none of whom need be a Co-owner) who shall serve on each Board of Directors equal to one more than a majority of the number of Directors comprising such Board; and so long, thereafter as the Developer is the owner of at least one (but not more than seven) units, it shall have the right to designate and select one person (who need not be a Co-owner) who shall serve on each Board of Directors. For the period from the date hereof until the holding of the first annual meeting of the Council of Co-owners, the members of the Board of Directors shall be as follows: Lee W. Muse, Elizabeth B. Muse, Bruce A. Redding, Jane M. Redding, or such other persons as Developer may from time to time select.

Section 2. POWERS AND DUTIES. The Board of Directors shall have all rights and powers necessary to the administration of the affairs of the Condominium Project and may do and perform all matters, acts and things not expressly reserved to the Council of Co-owners. The powers of the Board of Directors shall include particularly, but not by way of limitation, the right to do the following:

a. Supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the common elements; keep and maintain said common elements in a clean, neat, trim, orderly, sanitary and safe condition, free of garbage, trash,

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rubbish and other refuse, free of insects, rodents, vermin and other pests, free from objectionable odors, and free of ice and snow; procure all labor, material, services and utilities necessary or desirable to the foregoing; obtain all permits and licenses required for the property; comply with all laws, ordinances, rules and regulations of the Government of the United States, State of Maryland, Baltimore County, or any agency or subdivision of the foregoing, applicable to the maintenance and care of the common elements; and generally carry out all matters and things deemed necessary or advisable to the economic or efficient maintenance and operation of the Condominium Project.

b. Employ all personnel necessary or desirable for the operation and management of the Condominium Project, and engage any attorney or attorneys to handle the legal affairs of the said Project, including collection of the common expenses due by any Co-owner.

c. Procure bids or otherwise establish the fixed cost of all labor, materials, services, utilities and other items required for the operation, maintenance and care of the Condominium Project, and the convenience of the Co-owners; review and analyze all cost and expense factors arising out of or otherwise related to the property, together with the benefits and advantages to be derived therefrom; determine and fix a detailed annual budget for the Condominium Project, and upon the establishment of such budget, assess and collect the funds therefore as a common expense.

d. Maintain a register setting forth the names of the Co-owners of all of the Condominium units and information

pertaining to mortgages and other liens affecting each unit, as specified in Article 10 of these By-Laws.

e. Adopt reasonable Rules and Regulations, not inconsistent with the Master Deed or By-Laws, and revise, repeal or modify the same for the care and preservation of the common elements, the comfort, health, safety and general welfare of the Co-owners, and the efficient operation of the Condominium Project.

f. Establish and maintain an accurate and efficient cash and accounting system, make collections and deposit of funds in such banks, trust companies, or other depositories as the Board shall from time to time approve, verify and account for all receipts and expenditures involved in the operation of the Condominium project, approve or disapprove all requisitions, bills, statements and vouchers, pay all costs and expenses incurred in the operation and maintenance of the property, designate signatories to which bank or other accounts shall be subject, keep and preserve at the principal office of the Condominium Project, books, accounts and records covering the operation of the property, and execute and file any statement, certificate, affidavit, return or other forms required to be filed with the Federal, State or local government in connection with any income or unemployment, Social Security or employee benefit tax, or the withholding of any tax, or any information relative to the foregoing and prepare and submit such account or accounts of the financial condition of the Condominium project as may from time to time be required or advisable.

g. Procure and maintain all policies of insurance required by these By-Laws, or by the Council of Co-owners, or otherwise deemed advisable; designate a Trustee or Trustees, as the nominal beneficiary of any policy to hold proceeds payable thereunder for the use and benefit of the Council of Co-owners; negotiate and adjust any loss occurring under any policy of insurance; and make any repair, replacement or restoration of the property damaged or destroyed by fire or other casualty insured against.

h. Make or cause to be made such alterations or improvements to the common elements which do not prejudice the rights of the Co-owners of any Condominium unit, without first obtaining such Co-owner's consent, and the cost of such alteration and improvements shall be assessed as common expense and the assessment collected from all of the Co-owners of the Condominium units. However, where any alterations or improvements are exclusively or substantially for the benefit of the Co-owner or Co-owners of a particular Condominium unit or Condominium units requesting the same, the cost of such alterations and improvements shall be assessed against and collected solely from the Co-owner or Co-owners of the Condominium unit or Condominium units exclusively or substantially exclusively benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors.

Section 3. MANAGEMENT AGENT. The Board of Directors may employ for the Council a Management Agent at a compensation

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established by the Board to perform such duties and services as the Board shall authorize, including but not limited to the duties listed in Section 2 of this Article. Such employment of a Management Agent may be evidence by a management contract (which shall not exceed one (1) year in duration) which shall provide for reasonable compensation of said manager or managing agent to be paid out of the maintenance fund hereinafter provided. The initial managing agent for the said one (1) year period shall be the Pan Ridge Corporation (or any entity designated by the Pan Ridge Corporation to act in such capacity) and the rights of the Board to designate a different manager as above provided shall be subject to the contractual rights of the Pan Ridge Corporation during said one (1) year period. Upon the expiration of the said one (1) year period, the Board may renew said management contract for an additional one (1) year period, or with the approval of owners holding fifty-one percent (51%) of the total votes, designate a different manager for the Condominium Project.

Section 4. ELECTION AND TERM OF OFFICE. Election of Directors shall be conducted in the following manner:

a. Developer shall, at the first annual meeting of Co-owners at which the first election of the Board of Directors shall be held, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by Developer by written instrument presented to the meeting at which such election is held,

said individuals so designated and selected by Developer shall be deemed and considered for all purposes Directors of the Condominium Project, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.

b. All members of the Board of Directors whom Developer shall not be entitled to designate and select under the terms and provisions of these By-Laws, shall be elected by the Council of Co-owners in accordance with the provisions of Article IV of these By-Laws immediately following the designation and selection of the members of the Board of Directors whom Developer shall be entitled to designate and select.

c. The term of all Directors shall be fixed at one year. The Directors shall hold office, however, until their successors have been duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law.

d. In the event that Developer, in accordance with the privilege granted unto it, selects any person or persons to serve on the Board of Directors, the said Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacement of any person or persons designated by Developer to serve on the Board of Directors of the Condominium Project shall be made by written instrument delivered or mailed to the Board of Directors, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as

successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery or mailing of such written instrument by Developer to said Board. Any person or persons elected to serve on the Board of Directors by the Council of Co-owners may be removed by a vote of the majority of the Co-owners, without cause, at any time by a special meeting of the Council of Co-owners and a replacement may be elected at such meeting.

Section 5. VACANCIES. Vacancies in the Board of Directors may be filled, until the date of the next annual meeting, by a vote of a majority of the remaining Directors, even though they may constitute less than quorum of said Board, except that should any vacancy in the Board of Directors be created in any directorship previously filled by any person designated and selected by the Developer, such vacancy shall be filled by the Developer designating and selecting, by written instrument mailed to the Board of Directors, the successor Director to fill the vacated Directorship for the unexpired term hereof.

Section 6. REGULAR MEETINGS. Within Seven (7) days after the annual meeting of the Council of Co-owners, the Board of Directors shall meet at such time and place as shall be fixed by the Co-owners at said annual meeting, and no notice to the Directors shall be necessary, or if no time and place was fixed for such meeting at the annual meeting of the Council of Co-owners, then the Board shall meet on the seventh day following such annual meeting at 7:30 o'clock P.M., at the principal office of the Condominium project, or at such other hour or place as may be

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fixed by the President. In addition to the foregoing first meeting, meetings of the Board of Directors shall be held at such other time and places as may be fixed from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year.

Section 7. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or by the majority of the Directors, either in person or by vote. Notice of the meeting shall be given personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting. No notice of the time or place of the meeting need be given to any member who in writing, executed and filed with the records of the meeting either before or after the holding thereof, waive such notice, or, in fact, attends the meeting.

Section 8. 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 shall be a waiver of notice by him of the time and place, thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. QUORUM OF BOARD OF DIRECTORS. 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 adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. INFORMAL ACTION. Any matter, act or thing required or permitted to be taken at any meeting of the Board of Directors may be taken without such meeting if a written consent to such action, matter or thing is signed by all the Directors and such written consent is filed with the minutes of the proceedings of the Board of Directors.

Section 11. COMPENSATION. No member of the Board of Directors shall receive any compensation for his services, unless expressly allowed by the Board at the direction of the Co-owners having two-thirds (2/3rds) of the total votes.

Section 12. FIDELITY BONDS. The Board of Directors may procure and maintain adequate fidelity bonds for all officers and employees of the Condominium Project, including the Manager, handling or responsible for any funds of the Co-owners, whether or not such funds be deemed a common expense. The premiums on such bonds shall constitute a common expense.

ARTICLE V

OFFICERS

Section 1: EXECUTIVE OFFICERS. The executive officers of the Condominium Project shall be a President, who shall be a

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Director, a Vice President, a Treasurer, a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Vice President or the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Condominium Project.

Section 2. PRESIDENT. The president shall be the chief executive officer of the Condominium Project. He shall, when present preside at all meetings of the Council of Co-owners and of the Board of Directors; he shall administer the Condominium Project and the conduct of the affairs of the Condominium Project, as determined by the Board of Directors. He shall, in general, have the right to perform all acts incident to his office or which may be prescribed by the Board. He shall also annually prepare or cause to be prepared a full and true statement of the affairs of the Condominium Project, which shall be submitted at the annual meeting of the Council of Co-owners; and shall be filed within ten (10) days thereafter at the principal office of the Condominium Project.

Section 3. VICE PRESIDENT. In the absence, inability or disqualification of the President, the Vice president shall have the right to perform all acts incident to the office of the President and when so acting shall have all the powers of the President. The Vice President shall perform such other functions

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as may be assigned to him by the Board of Directors or the president.

Section 4. SECRETARY. The Secretary shall keep or cause to be kept the minutes of the meetings of the Council of Co-owners and of the Board of Directors in books provided for that purpose; he shall see that all notices are duly given in accordance with the provisions of the By-Laws; he shall be the custodian of the records of the Condominium Project; and, in general, he shall have the right to perform all acts ordinarily incident to the office of a Secretary, and such other acts as, from time to time, may be assigned to him by the Board of Directors, or by the President.

Section 5. TREASURER. The Treasurer shall have charge of all funds, securities, receipts and disbursements of the Condominium Project, whether common expenses, or other funds, and shall deposit, or cause to be deposited, in the name of said Project all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall keep, or cause to be kept, a just, true and correct copy of all receipts and expenses, and he shall make, or cause to be made, and submit an account of the financial condition of the Condominium Project when so requested by the President, Vice President, or by resolution of the Council of Co-owners, or the Board of Directors; and he shall make, or cause to be made, all reports, financial or otherwise, now or hereafter required by law; and, in general, shall have the right to perform all acts ordinarily incident to the office of a Treasurer, and such other acts as may be assigned to him by the

Board of Directors, or by the President. The Treasurer shall be bonded as provided in Sec. 12, Article IV of these By-Laws.

Section 6. ASSISTANT OFFICERS. The Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers. Each such Assistant Secretary and Assistant Treasurer shall hold office for such period and shall have such authority and perform such duties as the Board may prescribe.

Section 7. DELEGATION OF DUTIES. In the absence, inability or disqualification of any officer, other than the President, the duties of such officer shall be discharged by his assistant officer, if any there be, or, no other arrangements having been made for the performance of such duties, the president may delegate the powers and duties of such officer or may appoint some other person to act in the stead of such officer until his place shall be filled by the Board of Directors. Further, any duties of any officer of the Condominium Project, including the President, may be delegated to a Manager employed by the Board of Directors.

Section 8. COMPENSATION. No officer of the Condominium Project shall receive any compensation for his services as such officer. However, any Manager, its agents, servants or employees, performing any duty of any officer of the Condominium Project may be compensated for such performance or services at the common expense of the Co-owners.

Section 9. REMOVAL. The Board of Directors shall have power at any regular or special meeting to remove any officer, with or without cause, and such action shall be conclusive on the officer

so removed. The Board may authorize any officer to remove subordinate officers.

Section 10. VACANCIES. The Board of Directors at any regular or special meeting shall have power to fill a vacancy occurring in any office for an unexpired portion of the term.

Section 11. CONTRACTS, AGREEMENT AND OTHER INSTRUMENTS. No deed, mortgage, bond, bill of sale, assignment, contract, agreement or any other instrument or document, including any bill of exchange and promissory note (but excluding checks), intended to bind the Council of Co-owners of the Condominium Project, shall be valid or binding unless signed by any two officers of the Condominium Project, one of whom shall be a President or Vice President.

ARTICLE VI

LIMITED LIABILITY AND INDEMNITY OF OFFICERS AND DIRECTORS.

No Director or officer of the Condominium Project shall be liable to the Co-owners for any mistake of judgment, negligence, or other wise, except for their own individual willful misconduct or bad faith. The Co-owners shall indemnify and hold harmless each officer and each member of the Board of Directors against all contractual liability to others arising out of contracts made by any officer or by the Board of Directors on behalf of the Condominium Project unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the officers and the members

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the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium Project. It is also intended that the liability of any unit owner arising out of any contract made by any officer or by the Board of Directors or out of the aforesaid indemnity in favor of the officers and the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to interests of all owners in the common elements as expressed by the percentage interest factor. Every agreement made by any officer or by the Board of Directors or by the Management Agent or by the manager on behalf of the Condominium Project shall be deemed to provide that the officers, members of the Board of Directors or the Managing Agent, or the manager, as the case may be, are acting only as agents for the Co-owners and shall have no personal liability thereunder (except as Co-owners) and that each Co-owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all Co-owners in the common elements.

ARTICLE VII

OPERATION OF THE CONDOMINIUM

Section 1. DETERMINATION OF COMMON EXPENSES AND FIXING OF COMMON CHARGES. The Board of Directors shall, from time to time, at least annually, prepare a budget for the Condominium Project, determine the amount of common charges payable by the Co-owners to meet the common expenses of the Condominium Project for the

ensuing calendar year, and allocate and assess such common charges among the unit owners according to their respective percentage interest factors as set forth in Exhibit "B" attached hereto. Each Co-owner shall pay to the Board of Directors of the Council of Co-owners or person so designated for the receipt of said charges a monthly sum equal to one-twelfth (1/12th) of the Co-owners proportionate share of the sum required, as estimated by the Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

- a. The cost of all operating expenses of the Condominium Project and services furnished, including charges for facilities and services furnished by it, and
- b. The cost of necessary management and administration, including fees paid to any Management Agent, and
- c. The amount of all taxes and assessments levied against the Council or upon any property which it may own or which it is otherwise required to pay, if any; and
- d. The cost of fire, extended coverage and general liability insurance on the Project and the cost of such other insurance as the Board may effect; and
- e. The cost of furnishing water, electricity, heat, garbage and trash collection and/or other utilities, to the extent furnished by the Council; and
- f. The cost of funding all reserves established by the Board, including, when appropriate, a general operating reserve and/or a reserve for replacements; and
- g. The estimated cost of repairs, maintenance and

replacements of the Condominium Project to be made by the Board.

The Board of Directors shall advise all Co-owners promptly in writing, of the amount of common charges payable by each of them respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based to all Co-owners and to their mortgagees, if any. 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 report of the provisions of this Article, or a release of any member 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 member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any Condominium unit belonging to him. All monies collected by the Board of Directors shall be treated as the separate property of the said Board of Directors, and such monies may be applied by the said Board of Directors to the payment of any expense or operating and managing the Condominium Project, or to the proper undertaking of all acts and duties imposed upon it by virtue of the Master Deed and these By-Laws and as the monies for any assessment are paid to the Board of Directors by any Co-owner, the same may be comingled with the monies paid to the Board of Directors by the other Co-owners. All funds and other assets of the Board of Directors, and any increments thereto or profits derived therefrom,

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or from the leasing or use of common elements, shall be held for the benefit of the Co-owners, no Co-owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his condominium unit. When a Co-owner of a condominium unit shall cease to be such by reason of the divestment of his ownership of such condominium unit, by whatever means, the Board of Directors shall not be required to account to such Co-owner for any share of the funds or assets of the Board of Directors by such Co-owner, as all monies which any Co-owner has paid to the Board of Directors shall be and constitute the assets of the Board of Directors which may be used in the operation and management of the Condominium Project.

Section 2. SPECIAL ASSESSMENTS. In addition to the regular assessments authorized by this Article, the Board of Directors may levy in any assessment year a special assessment or assessments, applicable to that year, or specified years 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 Project 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 two-thirds (2/3rds) of the Co-owners of the project. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

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Section 3. PAYMENT OF COMMON CHARGES. All Co-owners shall be obligated to pay to the Board, or its designate, those common charges and any other charges assessed by the Board pursuant to the provisions of Section 1 of this Article VII at such time or times as the Board of Directors shall determine. Where a unit is owned by more than one person, firm or corporation, the liability of the said owners of the unit for payment of common charges shall be both joint and several.

No Co-owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him. Both the Grantor and the Grantee of a unit shall be liable for unpaid assessments of common charges as is set forth in the Horizontal Property Act. Any such Grantor shall be deemed to have declared that he holds any proceeds received by him on account of the sale of his Condominium unit in trust to secure payment of any unpaid assessments of common charges.

Section 4. COLLECTION OF ASSESSMENTS. The Board of Directors shall assess common charges against the unit owners at the beginning of the fiscal year of the Condominium Project for that fiscal year and shall take prompt action to collect any common charge due from any Co-owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. Any such assessment shall constitute a lien from the beginning of the fiscal year to which the assessment pertains.

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The Board of Directors may make special assessments as provided in Section 2 of this Article and the same shall constitute a lien from the time the same is made by the Board of Directors. The notice and priority of the lien for all assessments shall be as set forth in the Horizontal Property Act, Article 21, Section 11-117, Annotated Code of Maryland (1973 Replacement Volume). Upon the determination and assessment of such common charges, the Board shall notify each Co-owner of his share thereof, in accordance with his percentage interest factor as indicated on "Exhibit B", by noting the assessment on the books of the Condominium Project and by submitting a written notice to the Co-owner for the sum due from him. The Board of Directors may, if it so desires, file notice of said lien among the Land Records of Baltimore County, Maryland. Each Co-owner shall be deemed to have declared that said owner holds his interest in trust to secure payment of and to aid in the enforcement of the lien for common expenses.

Section 5. DEFAULT IN PAYMENT OF COMMON EXPENSES. In the event of default by any Co-owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such Co-owner shall be obligated to pay interest at the maximum legal rate on such common charges from the due date thereof together with all expenses, including attorney's fees incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including

attorney's fees, in an action to recover the same brought against such Co-owner.

Section 6. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES.

In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the Co-owner shall be required to pay a reasonable rental for the use of his unit, and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors by an affirmative vote of two-thirds (2/3rds) of the Co-owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. The cost of acquiring a unit at foreclosure shall be deemed to be a common expense. A suit to recover a money judgement for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same. Unless prohibited by law, foreclosure may be pursuant to the Maryland legal procedure established for the foreclosure of a mortgage containing an assent to a decree and each Co-owner shall be deemed to have assented to such a decree.

Section 7. ACCELERATION OF INSTALLMENTS. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to the Master Deed and/or 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, all in accordance with the provisions of Article 21, Section 11-116 (d), Annotated Code of Maryland (1973 Replacement Volume.)

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Section 8. SUBORDINATION AND MORTGAGE PROTECTION. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any condominium unit in the Project 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 condominium 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 condominium unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or in 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.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or in indebtedness secured thereby) not otherwise entitled thereto.

Section 9. ADDITIONAL DEFAULT. Any recorded first mortgage secured on a condominium unit in the Project shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to these By-Laws, or any installment thereof, may, at the option of the Mortgagee or party secured thereby, likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 4 of this Article, shall not be altered, modified, or diminished by reason of such failure.

Section 10. STATEMENT OF COMMON CHARGES. The Board of Directors shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Co-owner.

Section 11. RESERVE FOR REPLACEMENTS. The Board of Directors establish and maintain a reserve fund for replacements by the allocation and monthly payment to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the

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

Section 12. MAINTENANCE AND REPAIRS.

a. Responsibility of the Board of Directors. All maintenance, repairs and replacements to the common elements, (including the private road known as "Pan Ridge Road") whether located inside or outside of the units, (unless necessitated by the negligence, misuse or neglect of the Co-owner in which case such expense shall be charged to such Co-owner), shall be made by the Board of Directors and be charged to all of the Co-owners as a common expense.

b. ~~Responsibility of each owner.~~ The responsibility of each owner shall be as follows:

~~1. All maintenance of and repairs to any unit,~~
structural or non-structural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained

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therein, and not necessitated by the negligence, misuse or neglect of the owner of such unit). Each unit owner shall be responsible for all damages to any and all other units and/or to the common elements, that his failure so to do may engender.

2. Not to paint or otherwise decorate or change the appearance of any portion of the building, not within the interior walls of each unit, unless the written consent of the Board of Directors is obtained.

3. To promptly report to the Board or its agent any defect or need for repairs, the responsibility for remedying of which is with the Board.

4. To maintain repair and replace at each owners expense, all portions of the common elements which may be damaged or destroyed by reason of his own or any occupants act and neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

5. To maintain, repair and replace the heating and air conditioning equipment for each unit even though some portion of said equipment may be located outside an owner's unit. Accordingly, each Co-owner is granted an easement for the purposes of repair, maintenance and replacement of such equipment located outside of a co-owner's unit.

6. To maintain repair and replace the fireplace, flue, chimney and related apparatus, if so purchased as an option at the time of sale of the units. Accordingly, each Co-owner is granted an easement for purposes of maintenance, repair, or replacement of such apparatus located outside of a Co-owner's unit.

Section 13. BALCONIES, PATIOS, PORCHES AND STEPS. A private balcony, front porch, steps, or patio to which a unit has access shall be for the exclusive use of the Co-owner of such unit. Any such balcony, front porch, steps, or patio, shall be kept free and clean of any debris, snow, ice and any accumulation of water by the Co-owner of such unit.

Section 14. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY BOARD OF DIRECTORS. Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements costing in excess of \$2500.00 and the making of such additions, alterations or improvements shall have been approved by a two-thirds (2/3rds) vote of the Co-owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Co-owners for the cost thereof as a common expense. Any additions, alterations or improvements costing less than \$2500.00 may be made by the Board of Directors without approval of the Co-owners and the cost thereof shall constitute part of the common expense.

Section 15. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY CO-OWNERS. No Co-owner shall make any structural addition, alterations, or improvement in or to his unit, without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a Co-owner for approval of a proposed structural addition, alteration or improvement in such Co-owner's suit, within sixty (60) days after such request, and failure to do so within the stipulated time shall

constitute consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any department of Baltimore County or to any other governmental authority for a permit to make an addition, alteration, or improvement in or to any unit shall be executed only by the President of the Council of Co-owners without incurring, however, any liability on the part of the President to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section shall not apply to units owned by the Developer.

Section 16. RIGHT TO ACCESS. A Co-owner shall grant a right to access to his unit to the Board of Directors and/or the Management Agent and/or any other person authorized by the Board of Directors, the manager or the Management Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the Buildings, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Co-owner. In case of an emergency, such right of entry shall be immediate, whether the Co-owner is present at the time or not.

Section 17. RULES AND REGULATIONS. Reasonable rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Board of Directors.

Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner. Initial rules and regulations, which shall be effective until amended by the Board of Directors, may be promulgated by the Developer.

Section 18. ELECTRICITY. Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each Co-owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common elements shall be separately metered, and the Board of Directors shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

ARTICLE VIII

FISCAL MANAGEMENT

Section 1. FISCAL YEAR. The fiscal year of the Council shall begin on the first day of January every year, except for the first fiscal year of the Council which shall begin at the date of formation of the Council of Co-owners. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. RECORDS AND AUDITS. The Board of Directors shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Council of Co-owners and financial records and books of account of the Condominium Project, including a

chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Condominium Project, shall be rendered by the Board of Directors to all Co-owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

Section 3. INSPECTION OF BOOKS. The books and accounts of the Council, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Council, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any condominium unit and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as members.

ARTICLE IX

USE RESTRICTIONS

Section 1. RESIDENTIAL USE. All Condominium units shall be used for residential purposes exclusively. Nothing in this Section, or hereinelsewhere, shall be construed to prohibit the Developer or the Management Agent from the use of any condominium units which Developer owns for promotional, clerical, or display purposes as "model homes" or from leasing any unit or units which Developer owns.

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Section 2. LEASING. Any lease for any condominium unit in the project shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate in all respects to the provisions of the Master Deed and By-Laws as lawfully amended from time to time, and to such rules and regulations relating to the use of the Common Elements as the Board of Directors may from time to time promulgate. Any Co-owner so desiring to lease his unit shall submit the proposed lease to the Board of Directors for its approval as to compliance with this provision.

Section 3. PROHIBITED USES AND NUISANCES.

a. No noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Co-owners.

b. There shall be no obstruction of any common elements, nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided. Each owner shall be obligated to maintain and keep in good order and repair his own unit.

c. Nothing shall be done or maintained in any condominium unit or upon any common elements which will increase

the rate of insurance on any condominium unit or 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 condominium unit or upon common elements which would be in violation of any law. No waste shall be committed upon any common elements.

d. No structural alteration, construction, addition or removal of any condominium unit or common elements shall be commenced or conducted except upon the written consent of the Board. The load bearing walls or partitions located immediately above the steel beams passing through each unit, shall not be removed.

e. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements. Upon approval of the Board of Directors, Co-owners may keep a small dog, cat, and/or caged bird, subject however, to the Rules and Regulations which may, from time to time, be promulgated by said Board.

f. Except for such signs as may be posted by or on behalf of the Developer or the Management Agent for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or common elements without the prior consent in writing of the Board of Directors and under such conditions as they may establish. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any condominium unit by reason of any remedies provided for in the foreclosure of any mortgage or any deed of trust, or other proceeding in lieu of foreclosure.

g. 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 of the general common elements, nor shall the repair or major maintenance of automobiles or other vehicles be carried out on any of the common elements.

h. No part of the common elements shall be used for commercial purposes which shall include any office of a Doctor, Dentist, Lawyer or other professional. This subsection shall not apply to the use of condominium units or any part of the common elements by the Developer or the Management Agent for display, marketing, promotional or sales activities of condominium units.

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 condominium unit or upon any common elements. Trash and garbage containers shall not be permitted to remain in public view.

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

k. No outside television or radio aerial or antenna other than those provided by the Developer, or other aerial or antenna for reception or transmission, shall be maintained upon any condominium unit or upon any of the common elements.

l. Only those parts of the common elements identified as parking areas in the Plats and Plans, shall be used by the owners for parking purposes.

Section 4. ABATEMENT AND ENJOINMENT OR VIOLATIONS BY CO-OWNERS. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law provision contained herein, or the breach of any provision of the Master Deed, shall give the Board of Directors or its agent, the right, in addition to any other rights set forth in these By-Laws: (a) Article VII in Section 16 of these By-Laws, the right to access as provided to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Co-owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. In the event that the Board shall deem it necessary to take any action as a result of any breach or violation, the Co-owner shall reimburse the Board for all expenses incurred by the Board and the Board shall have a lien against the unit for the amount of such expenses.

ARTICLE X

MORTGAGES AND OTHER LIENS

Section 1. NOTICE TO BOARD OF DIRECTORS. A Co-owner who mortgages his unit shall within five (5) days thereof notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors; the Board of Directors shall maintain such

information in a book entitled "Mortgages of Units".

Section 2. NOTICE OF LIEN OR SUIT.

a. A Co-owner shall give notice to the Board of Directors of every lien upon his condominium unit, other than for taxes and special assessments, within five (5) days after the attaching of a lien. Failure to comply with this paragraph will not affect the validity of any judicial sale.

b. Notice shall be given to the Board of Directors of every suit or other proceeding which may affect the title to his condominium unit within five (5) days after the Co-owner receives knowledge thereof.

Section 3. NOTICE OF UNPAID COMMON CHARGES. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by, the Co-owner of a mortgaged unit.

Section 4. NOTICE OF DEFAULT. The Board of Directors, when giving notice to a Co-owner of a default in paying common charges or other default, shall send a copy of each notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 5. NOTICE BY TRANSFEREE OR PURCHASER. In the event of the sale or transfer of any condominium unit to a Third party, the purchaser or transferee shall notify the Board of Directors within Five (5) days of such sale or transfer of his interest in such condominium unit together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any condominium unit.

Section 6. EXAMINATION OF BOOKS. Each Co-owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium Project at reasonable times, on business days but not more often than once a month.

ARTICLE XI

INSURANCE

Section 1. INSURANCE. The Board of Directors shall be required to obtain and maintain, to the extent reasonably obtainable, the following insurance:

a. Loss or damage by fire or other hazards covered by the standard extended coverage endorsement, vandalism and malicious mischief endorsements, insuring the common elements and the entire Buildings (including all of the unit's components and common elements and the bathroom and kitchen fixtures initially installed therein by the Developer, but not including furniture, furnishings, or other personal property or additions supplied or installed by Co-owners), in an amount equal to the full replacement value thereof, without deduction for depreciation. Said policy or policies of insurance shall be written in the name of, and the proceeds thereof shall be payable to the mortgagee or mortgagees of each unit, if any, and/or the Board of Directors, as "Insurance Trustees" for each of the owners in the percentages established in Exhibit "B". Prior to obtaining any such policy or policies of insurance or any renewal thereof, the Board shall obtain appraisals from the qualified Appraiser for the purpose of determining the full replacement value of the common elements and the units for the amount of

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insurance to be affected pursuant hereto. The cost of any and all such appraisal shall be a common expense.

b. Public Liability Insurance. The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, Public Liability Insurance in such limits as the Board of Directors may from time to time determine, covering each officer and each member of the Board of Directors, the Management Agent, if any, their agents and employees, each Co-owner and The Pan Ridge Corporation.

c. Workmen's Compensation Insurance. Workmen's Compensation Insurance to the extent necessary to comply with applicable laws; and

d. Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, 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. Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representatives, including any trustee with which the Council or Board may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be hereinelsewhere referred to as the "Insurance Trustee".

b. 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 Co-owners of the condominium units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board pursuant to the requirements of this Article shall exclude such policies from consideration.

c. All policies shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.

d. All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee) or when in conflict with the provisions of these By-Laws or the provisions of Article 21, Section 11-120 of the Annotated Code of Maryland (1973 Replacement Volume).

e. 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 owner of any condominium unit and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

Section 3. INDIVIDUAL POLICIES - RECOMMENDATION OF DEVELOPER.

The owner of any condominium unit (including the holder of any mortgage thereon) may obtain additional insurance (including a

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"condominium unit owner's endorsement" for improvements and betterments to the condominium unit made or acquired at the expense of the owner) at his own expense. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 2 (e) of this Article. The Developer recommends that each owner of a condominium unit in the Project obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, additional living expenses, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the owner.

Section 4. ENDORSEMENTS, ETC. The Board of Directors, at the request of any owner of any condominium unit in the Project or at the request of the mortgagee of any such condominium unit, shall promptly obtain and forward to such owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article XI showing the interest of such owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

ARTICLE XII

CASUALTY DAMAGE - RECONSTRUCTION OR REPAIR

Section 1. USE OF INSURANCE PROCEEDS. In the event of damage

or destruction of Buildings as a result of fire or other casualty (unless two-thirds (2/3rds) or more of the Buildings are destroyed or substantially damaged and all of the Co-owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Directors shall arrange for the prompt repair and restoration of that portion of the Buildings covered by said insurance and the Board of Directors or the Insurance Trustee, if one shall have been appointed, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Repair or reconstruction shall be in substantial conformity with the original Plans and specifications. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common charges. In the event that the insurance proceeds shall exceed the cost of repair or restoration, any such excess shall belong to the Co-owners.

Section 2. PARTITION. If two-thirds (2/3rds) or more of the Buildings are destroyed or substantially damaged and all of the Co-owners do not duly and promptly resolve to proceed with repair or restoration, the Condominium Project shall be subject to an action for partition at the suit of any unit owner, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 1, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such

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insurance proceeds) shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all the unit owners in proportion to their respective percentage interest factors, after first paying out of the share of each Co-owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

ARTICLE XIII

EMINENT DOMAIN

Section 1. EMINENT DOMAIN. The taking of a portion of a condominium unit or of the common elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty, and shall be deposited with the Board of Directors or with the Insurance Trustee, if one has been named. Even though the awards may be payable to one or more Co-owners or mortgagees, the Co-owners or mortgagees shall deposit the awards with the Board of Directors or the Insurance Trustee, as the case may be; and in the event of failure to do so, in the discretion of the Board of Directors, a special assessment shall be made against a defaulting Co-owner in the amount of his or his mortgagee's award, or the amount of such award shall be set off against the sums hereafter made payable to such Co-owner or his mortgagee. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds, except that when the Condominium project is not to be terminated and one or more units are taken in

whole or in part, the taking shall have the following effects:

a. Condominium unit reduced but tenantable. If the taking reduces the size of condominium unit and the remaining portion of the unit can be made tenantable, the award attributable to the taking of a portion of the condominium unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium Project.

1. The condominium unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Co-owner of the unit.

2. The balance of the award attributable to such taking, if any, shall be distributed to the Co-owner of the unit and to each mortgagee of the unit, the remittance being payable jointly to the Co-owner and mortgagees.

3. If there is a balance of the award distributed to the Co-owner or mortgagees, the percentage interest factor appurtenant to the unit shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award so distributed bears to the market of the condominium unit immediately prior to the taking, and then recomputing the percentage interest factors of all Co-owners in the common elements as percentages of the total of their shares as reduced by the taking.

b. Condominium unit made untenable. If the taking destroys or so reduces the size of a condominium unit that it cannot be made tenantable, the award attributable to the taking of

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the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium Project.

1. The market value of such a unit immediately prior to the taking shall be paid to the Co-owner of the unit and to each mortgagee of the unit, the remittance being payable jointly to the Co-owner and mortgagees.

2. The remaining portion of such unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the Co-owners in the manner approved by the Board of Directors; provided, if the cost of such work shall exceed the balance of the fund from the award attributable to the taking, such work shall be approved in the manner elsewhere required for future improvement of the common elements.

3. The percentage interest factor in the common elements appurtenant to the condominium unit which continue as a part of the Condominium Project shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of Co-owners. This shall be done by recomputing the percentage interest factor of such continuing Co-owners in the common elements as percentages of the total of the shares of such Co-owners as they exist prior to the adjustment.

4. If the amount of the award attributable to the taking is not sufficient to pay the market value of the condemned unit to the Co-owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for such purposes shall be raised by assessments

against all of the Co-owners who will continue as Co-owners of units after the changes in the Condominium Project effected by the taking. Such assessments shall be made in proportion to the percentage interest factors of such Co-owners in the common elements after the changes effected by the taking.

c. Arbitration. If an amount of an award attributable to the taking of all or any part of a condominium unit, or if the market value of a condominium unit prior to the taking cannot be determined by agreement between the Co-owner and mortgagees of the unit and the Board of Directors, within thirty (30) days after notice by either party, such values shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Co-owners in proportion to the percentage interest factors of the Co-owners in the common elements as they exist prior to the changes effected by the taking.

d. Amendment of Master Deed, Plat and Plans of the Condominium Project. The changes in condominium units, in the common elements, in the ownership of the common elements and in percentage interest factors which are affected by eminent domain shall be evidenced by an amendment of the Master Deed, plat and

plans of the Condominium Project (as the case may be) which need be approved only by a majority of the Board of Directors.

ARTICLE XIV

MISCELLANEOUS

Section 1. NOTICE. Unless another type of notice is hereinelsewhere specifically provided for, any and all notices called for in the Master Deed and in these By-Laws shall be given in writing. All notices shall be deemed to have been given when mailed, except notices of changes of address shall be deemed to have been given when received.

Section 2. INVALIDITY. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. GENDER. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. WAIVER. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reasons of any failure to enforce the

same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. INSURANCE TRUSTEE. In the event that the Board of Directors shall determine to have an Insurance Trustee, such Trustee shall be designated by the Board of Directors.

Section 7. CONTRACT PURCHASER. A contract purchaser shall not be deemed to be a Co-owner. The Co-owner shall be the person or persons holding record fee simple title to the unit; except that the lessee of a unit under a lease for a term of years, renewable forever, shall be considered as the Co-owner of the unit and the holder of the reversionary interest under such lease shall not be considered as the Co-owner. A mortgagee, as such, shall not be deemed to hold record title to the unit subject to the mortgage.

Section 8. TERMINATION. The Horizontal Property Regime created by the Master Deed and these By-Laws may be terminated as provided by the Horizontal Property Act.

Section 9. CONFLICTS. These By-Laws are set forth to comply with the requirements of the Horizontal Property Act. In case any of these By-Laws conflict with the provisions of said Act, or of the Master Deed, the provisions of the Act, or of the Master Deed (as the case may be) shall govern. Any references herein to the Horizontal Property Act shall mean the same as it may exist from time to time.

Section 10. ARBITRATION OF DISPUTES. Notwithstanding any of the aforesaid legal or equitable remedies of the Board of Directors, Council of Co-owners, Manager or Management Agent, or Co-owners, arising out of a breach, dispute, claim or controversy relating

to the interpretator or enforcement of any of the provisions of the Master Deed, By-Laws, and/or Rules and Regulations, any such breach, dispute, claim or controversy, where the Board of Directors, Manager or Management Agent are one party and any Co-owner or Co-owners are the other party, may be settled by arbitration in accordance with the Rules of the American Arbitration Association, and Judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

The aforesaid Rules of the American Arbitration Association and all necessary claim forms shall be available at normal business hours, at the business office of the Newport Run Townhouse Condominium.

ARTICLE XV

AMENDMENTS TO BY-LAWS

Section 1. AMENDMENT OF BY-LAWS. These By-Laws shall not be changed, modified, supplemented or rescinded except by the consent and approval of two-thirds (2/3rds) of the Co-owners, and no change, modification, supplement or rescission hereof shall take effect unless evidences by an appropriate written instrument or instruments executed by two-thirds (2/3rds) of the Co-owners, and recorded among the proper Land Records of Baltimore County; provided, however, that the Developer may make changes, modifications and supplements as provided in paragraph Twelve (12) of the Master Deed without the necessity of the joinder of the Co-owners therein. Anything in this Article XV to the contrary notwithstanding, no amendment to these By-Laws shall alter or amend any rights granted to Developer herein unless the Developer shall consent, in writing, to such amendment.

Address: 9843 Pan Ridge Rd

Order Date: 05-17-2023

Document not for resale

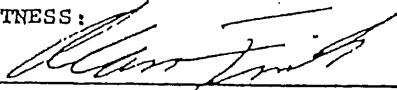
1 Kim-Vibco Doc - 51 -

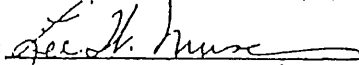
ARTICLE XVI
RESIDENT AGENT

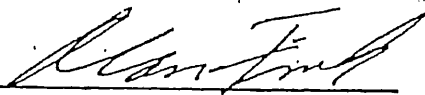
Section 1. RESIDENT AGENT. The post office address of the principal office of The Newport Run Townhouse Condominium is Pan Ridge Road, Baltimore County, Maryland. Until his successor is appointed, the name and address of the resident agent is: Bruce A. Redding, 6215 Harford Road, Baltimore, Maryland 21214. Such agent is a resident of Baltimore County in the State of Maryland, and is authorized to accept service of process in any action relating to two or more condominium units or to the common elements.

The name and address of the Resident Agent of the Condominium Project shall be filed with the Department of Assessments and Taxation of the State of Maryland in the same manner as now provided for Corporations. Said agent may be changed from time to time by a majority of the Board of Directors all in the same manner and to the same extent as resident agents are now replaced for Corporations.

IN WITNESS WHEREOF, these By-Laws have been duly executed on behalf of The Pan Ridge Corporation, by its President and attest by its Secretary, this 24th day of June, 1974.

WITNESS:

ALAN FINK

THE PAN RIDGE CORPORATION
BY:  (SEAL)
Lee W. Muse, President


ALAN FINK

ATTEST:
 (SEAL)
Bruce A. Redding, Secretary

Handwritten: E.H.K. / O.K. / 10/1/72

GAS/ss

5/16/72

This indenture, made this 6th day of July, in the year One Thousand, Nine Hundred and Seventy-Two, between Doncaster Realty, Inc., a body corporate of the State of Maryland, Grantor, and Lee W. Muse, Grantee.

WHEREAS the Grantor is seised of an estate in fee simple of a parcel of land situate lying and being in Baltimore County, in the State of Maryland, and described as follows, that is to say:

All that lot of ground shown on a plat prepared by Donald L. Brown, Land Surveyor, dated October 1971, entitled plat 2, section 1, Doncaster Village, and recorded among the land records of Baltimore County in O.T.G. 35, folio 43,

WHEREAS certain existing and/or future roads and streets are shown on said plat which are identified as "Waltham Woods Road" and "Summit Avenue", and an area of land identified as "parcel A" and,

WHEREAS the Grantor is seised of an estate in fee simple of a parcel of land situate, lying and being in Baltimore County, in the State of Maryland, and described as follows, that is to say:

All that lot of ground shown on a plat prepared by Donald L. Brown, Land Surveyor, dated October, 1971, entitled Plat One, Section One, Doncaster Village, and recorded among the land records of Baltimore County in O.T.G. 35, folio 42,

WHEREAS a certain existing or future road or street is shown on said plat which is identified as "Summit Avenue", and

WHEREAS, the Grantee is seised in fee simple of another parcel of land adjoining the Grantor's said land which said land of the Grantee is more particularly described as follows, that is to say:

TRANSFER TAX NOT REQUIRED

Handwritten: 7-25-72
Walter R. Richardson
Director of Finance

Handwritten Signature: Michael J. Newman
Authorized Signature

O'CONNOR & PRESTON
THE LAW BUILDING
BY PAUL PLACE AT FRANKLIN
BALTIMORE, MD. 21204
MULBERRY 5-1906

Order: VPS/LSZGP
Address: 8042 Pan Ridge Rd
Order Date: 05-17-2023
Document not for resale
http://www.docu

BEGINNING for the same at a pipe heretofore planted at the fifth or south 38 degrees 13 minutes west 1282.3 foot line of that tract of land which by deed dated June 11, 1934 and recorded among the Land Records of Baltimore County in liber CWB, Jr. No. 933 folio 305 etc. was conveyed by Anne MacCallum to Maud D. Waters, Widow and H. Lee Muse and wife, thence running with and binding on said fifth and the sixth lines of said deed and in part on the north-westernmost outline of Plat 2, Section 1 Doncaster Village as filed among the Land Records of Baltimore County in Plat Book OTG No. 35 folio 43 as now surveyed south 31 degrees 20 minutes 50 seconds west 1538.14 feet to a concrete monument heretofore planted at the end of said sixth line, thence running with and binding on the seventh, eighth, ninth, tenth and part of the eleventh lines of said deed the five following courses and distances north 74 degrees 11 minutes 50 seconds west 373.70 feet to the end of said seventh line, north 43 degrees 58 minutes 54 seconds east 774.30 feet to the end of said eighth line, north 9 degrees 34 minutes 20 seconds east 700 feet to the end of said ninth line, north 36 degrees 05 minutes 40 seconds west 700 feet to the end of said tenth line and north 83 degrees 00 minutes 40 seconds west 101.02 feet to the end of the sixteenth line of that tract of land which by deed dated March 23, 1961 and recorded among the land records of Baltimore County in liber No. 3824 folio 136 etc. was conveyed by Margaret W. Muse, widow to Vernon E. Trinter and wife, thence running with and binding reversly on the sixteenth, fifteenth, fourteenth, thirteenth and twelfth lines of said deed and on or near the southernmost sides of Newport Run the five following courses and distances north 54 degrees 09 minutes 00 seconds east 79.06 feet to the beginning of said sixteenth line, north 61 degrees 36 minutes 20 seconds east 97.00 feet to the beginning of said fifteenth line, north 16 degrees 54 minutes 20 seconds east 105.20 feet to the beginning of said fourteenth line, north 20 degrees 13 minutes 40 second west 198.75 feet to the beginning of said thirteenth line and north 44 degrees 37 minutes 40 seconds east 108.45 feet to the beginning of said twelfth line and to intersect the third or south 32 degrees 15 minutes east 429.5 foot line of said firstly described deed at a point distant 169.38 feet from the end of said line, thence running with and binding on a part of said line south 40 degrees 22 minutes 34 seconds east 169.38 feet to a pipe heretofore planted at said line, thence running with and binding on a part of the fourth line of said deed south 37 degrees 36 minutes 45 seconds east 629.58 feet binding on the southwestmost outline of the Plat of Section A Harrington Manor as filed among the land records of Baltimore County in Plat Book GLB No. 18 folio 126 etc. to a concrete monument heretofore planted at the southernmost outline of said plat, thence running with and binding on the remainder of said fourth line south 37 degrees 16 minutes 56 seconds east 556.12 feet to the place of beginning.

CONTAINING 19.266 acres of land more or less.

Order Date: 05-17-2023
 Document not for resale
 HomeWire.com

WHEREAS the Grantor has agreed, in consideration of the sum of Five Dollars (\$5.00) to grant to the Grantee an easement or right of way over the said Summit Avenue, Waltham Woods Road and parcel A.

WITNESS, that in pursuance of the said agreement and in consideration of the sum of Five Dollars (\$5.00) paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Grantee, his heirs and assigns full and free right and liberty for him, his tenants, servants, visitors, and licencees, in common with all others having the like right, at all times hereafter, with or without vehicles of any description, for all purposes connected with the use and enjoyment of the said land of the Grantee, to pass and repass along the said Waltham Woods Road, Summit Avenue and parcel A for the purpose of going from the said Summit Avenue to the land of the Grantee, or vice versa.

To have and to hold the easement or right of way hereby granted unto the Grantee, his heirs and assigns, as appurtenant to the said land of the Grantee, provided however, that said easement and right of way shall commence on the date on which the sub-base of said Summit Avenue and Waltham Woods Road shall have been completed and provided further that this easement shall terminate at such time as the said Summit Avenue and Waltham Woods Road shall have been accepted by Baltimore County, Maryland, and dedicated to public use.

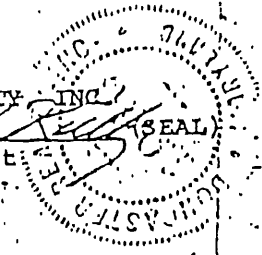
WITNESS the name and corporate seal of the Grantor and the signature of the Vice President thereof.

ATTEST

Robert J. B... 37132761
Secretary

DONCASTER REALTY, INC.

by *[Signature]* Vice President



Address: 6343 Penn Ridge Rd
Order Date: 05-17-2020
Document not for resale
Home Wise Docs

State of Maryland)) to wit:
Baltimore County)

I HEREBY CERTIFY that on this 6th day of July, 1972, the year One Thousand Nine Hundred and Seventy-Two, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOSEPH S. KEFFAY who acknowledged to himself to be the President of Doncaster Realty, Inc. a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing in my presence the name of the corporation by himself as such President.

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

Richard J. Banta
NOTARY PUBLIC

My Commission Expires: July 1, 1974

Rec'd for record JUL 28 1972 at 9:23 AM
Per Elmer H. Kahline, Jr., Clerk
Mail to Q'Connor Preston
Receipt No. 12.00

JM 28-72 275750# *****12.00
JM 28-72 275750# *****12.00

Notary Public
11115 Main Ridge Rd
Crown Point, MD 21038
Tel: 410-326-1700

E.H.K.

LIBER 5529 PAGE 049

costly ready

Item 1
CODE: 05--RW 74-351
J.O. 5-1-3156

District 9
Account No.

County Highway Deed

THIS DEED, Made this *21st* day of *March*, in the year 1975
by THE PAN RIDGE CORPORATION, a body corporate of the State of Maryland,
Grantor; and YORKRIDGE FEDERAL SAVINGS and LOAN ASSOCIATION OF BALTIMORE COUNTY,
a body corporate, duly incorporated under the Laws of the United States of
America; and WILLIAM E. DIXON and JOHN F. CONNOLLEY, JR., Mortgagees.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00),
and other good and valuable considerations, the receipt whereof is hereby
acknowledged, the said Grantor does grant and convey unto BALTIMORE COUNTY,
MARYLAND, a body corporate and politic, its successors and assigns, in fee
simple, for public highway purposes, all that lot of ground situate, lying
and being in the Ninth Election District of Baltimore County, State of Maryland,
and described as follows, that is to say:

IN AND TO THE ~~BEH~~ of Gramercy Circle cul-de-sac, as shown on the Plat of
Section One, Newport Run Townhouses, which Plat is recorded among the Plat Record
of Baltimore County in Liber E.H.K. Jr. No. 36, folio 125.

BEING a portion of the property which by Deed dated June 6, 1973 and re-
corded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 5366,
folio 587, was granted and conveyed by Lee W. Hase to The Pan Ridge Corporation.

TOGETHER with the appurtenances and advantages to the same belonging or
in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto Baltimore County,
Maryland, a body corporate and politic, its successors and assigns, in fee
simple, for public highway purposes.

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

AND the said YORKRIDGE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE
COUNTY, and WILLIAM E. DIXON and JOHN F. CONNELLEY, JR. join in this Deed for
the purpose of releasing the land above granted from the operation and effect
of mortgages or liens held upon property of the Grantor, retaining, however,
the rights they have as Mortgagees or Lienors in the remainder of said property

Transferred to Public Records
With the Registrar
Acting Director of Finance
Per: *[Signature]*
Authorized Signature
[Signature]

Order VP271828P
Address: 8343 Pan Ridge Rd
Order Date: 05-17-2023
Document not for resale
Name: Wm J. Hase

not affected by this conveyance.

AS WITNESS the due execution hereof by the aforementioned Grantor and Mortgagees.

TEST:

THE PAN RIDGE CORPORATION

Victor Villanova

BY: Lee W. Muse (SEAL)
President

Neil C. Gould
A. J. Cohen
C. J. Rubin

YORKRIDGE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE COUNTY

BY: [Signature] (SEAL)
John J. Dixon, Jr. President

William E. Dixon (SEAL)
William E. Dixon

John F. Connolly, Jr. (SEAL)
John F. Connolly, Jr.

STATE OF MARYLAND, BALTIMORE ^{County} ~~City~~, to wit:

I HEREBY CERTIFY that on this 21st day of March, in the year 1975, before me, the subscriber, a Notary Public of the State of Maryland in and for the ^{County} ~~City~~ aforesaid, personally appeared Lee W. Muse, President - THE PAN RIDGE CORPORATION, and he acknowledged the foregoing Deed to be the act of said body corporate and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor Corporation.

AS WITNESS my Hand and Notarial Seal.



Walter B. Baker, Jr.
Notary Public
Comm. Expires 7-1-78

STATE OF MARYLAND, BALTIMORE

, to wit:

I HEREBY CERTIFY that on this 27th day of April, in the year 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

John S. Davis

Free Vice

, President - YORKRIDGE FEDERAL SAVINGS

AND LOAN ASSOCIATION OF BALTIMORE COUNTY, and he acknowledged the foregoing Deed to be the act of said body corporate.

AS WITNESS my Hand and Notarial Seal

Neil C. Corbin
Notary Public
BALTIMORE COUNTY, MD.

STATE OF MARYLAND, ~~BALTIMORE~~

County of Anne Arundel, to wit:

I HEREBY CERTIFY that on this 26th day of March, in the

year 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM E. MILLION, and he acknowledged the foregoing Deed to be his act as said

AS WITNESS my Hand and Notarial Seal.

Arlene J. Corbin
Notary Public
ANNE ARUNDEL COUNTY

STATE OF MARYLAND, ~~BALTIMORE~~

County of Anne Arundel, to wit:

I HEREBY CERTIFY that on this 26th day of March, in the

year 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN F.

CONNOLLEY, JR., and he acknowledged the foregoing Deed to be his act as said Mortgagee.

AS WITNESS my Hand and Notarial Seal.

Arlene J. Corbin
Notary Public
ANNE ARUNDEL COUNTY

APPROVED:

Thornton M. Houring
Thornton M. Houring, Roads Engineer

Order: VP32LS20P
Address: 0343 Pan Ridge Rd
Order Date: 05-17-2023
Document not for records
Main Windows

APPROVED as to form:

[Signature]
Assistant County Solicitor 5/2/75

APPROVED as to legal sufficiency:

[Signature]
Assistant County Solicitor 5/13/75

APPROVED and ACCEPTED this 8th
day of May, 1975.

BALTIMORE COUNTY, MARYLAND

ATTEST:

[Signature]
Jacqueline Snelkinson, Secretary

BY: *[Signature]*

THEODORE G. VENETOULIS,
COUNTY ELECTIVE

5/18/75

Rec'd for record MAY 15 1975 at 8:55 AM
Per Elmer H. Kahline, Jr., Clerk
Mail to D 97
Receipt No. 1

2/19/75

JHS:RLC:rfm
Index: 1/5/75

THIS DEED and AGREEMENT made this 21st day of August, in the year Nineteen Hundred and Seventy-three, between THE PAN RIDGE CORPORATION, a body corporate of the State of Maryland, party of the first part; and YORKRIDGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate organized and existing under the laws of the United States of America, and WILLIAM E. DIXON, Mortgagees, parties of the second part; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, party of the third part.

WHEREAS, the party of the third part desires to construct and maintain sewers, drains, water pipes, and other municipal utilities and services, in and across the land hereinafter described, and the party of the first part is willing to grant such right.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar, the receipt whereof is hereby acknowledged, the said party of the first part hereby grants and conveys unto Baltimore County, Maryland a body corporate and politic, its successors and assigns, the right to lay, construct and maintain sewers, drains, water pipes and other municipal utilities and services in and through the land of the party of the first part, situate in Baltimore County, State of Maryland, said sewers, drains, water pipes and other municipal utilities and services to be laid in the easement which is described as follows:

Situate in the Ninth Election District of Baltimore County.

IN AND TO the bed of GRAMERCY CIRCLE cul-de-sac, and all those drainage and utility easements, as laid out and shown on the Plat of Section One "NEWPORT RUN TOWNHOUSES", which Plat is recorded among the Plat Records of Baltimore County in Liber E.H.K., Jr. No. 36, folio 125.

FOR TITLE: See the following instruments which were conveyed to The Pan Ridge Corporation, viz: (1) Deed dated June 6, 1973 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5366, folio 587 from Lee W. Muse; (2) Deed dated June 6, 1973 and recorded among the aforesaid Land Records in Liber E.H.K., Jr. No. 5366, folio 590 from Padonia Village, Inc.

AND the party of the first part does hereby agree that Baltimore County, Maryland, its successors and assigns, shall have the right and privilege of entering upon the aforesaid land, whenever it may be necessary, to make openings and excavations, and to lay, construct and maintain said municipal utilities and appurtenances, provided, however, that the ground shall be restored and left in good condition; and it is further agreed that no buildings or similar structures of any kind shall be erected in, on or over the said easement by any of the parties hereto, their heirs, personal representatives, successors and assigns; nor shall the existing grade be changed without prior approval of Baltimore County Bureau of Engineering.

THE said parties of the second part join in this conveyance solely for the purpose of consenting to and subordinating their lien of mortgage to the hereinbefore described easement and for that purpose only, fully retaining their lien on the property described in their mortgage.

APPROVED as to form:

[Signature]
Assistant County Solicitor 5/2/75

APPROVED as to legal sufficiency:

[Signature]
Assistant County Solicitor 5/2/75

APPROVED and ACCEPTED this 8th
day of May, 1975.

BALTIMORE COUNTY, MARYLAND

BY: *[Signature]*
THEODORE G. VENETOULIS
COUNTY ELECTIVE

ATTEST:

[Signature]
Jacqueline Saalkinson, Secretary

Rec'd for record MAY 15 1975 at 8:35 AM
Per Elmer H. Kahline, Jr., Clerk
Mail to _____
Receipt No. _____

2/19/75

JHS:RLC:rfm
Index: 1/5/75

Declaration-CC&Rs
Newport Run Condominium Association

Order: VP3ZLS29P
Address: 9343 Pan Ridge Rd
Order Date: 05-17-2023
Document not for resale
HurnsWitford.com

EHKAL
LIBER 5457 PAGE 306

By Laws at 328

MASTER DEED ESTABLISHING A HORIZONTAL
PROPERTY REGIME TO BE KNOWN AS
THE NEWPORT RUN TOWNHOUSE CONDOMINIUM

THIS MASTER DEED, Made this 24th day of June, 1974,
by ~~THE~~ PAN RIDGE CORPORATION, a Maryland Corporation (hereinafter
referred to "Developer").

WHEREAS, Developer holds the fee simple title to the land
located in Baltimore County, State of Maryland, hereinafter
described on Exhibit "A" attached hereto and by this reference
made a part hereof, and desires to submit said land, together with
the buildings and improvements to be erected thereon, and all
rights, alleys, ways, privileges, appurtenances and advantages
thereunto belonging, or in anywise appertaining, to the regime
established by the Horizontal Property Act, Section 11-101, et seq.,
Article 21, Annotated Code of Maryland, Vol. 2 A (1973 Replacement
Volume) (hereinafter called the "Horizontal Property Act") and
hereby to establish for the property, a horizontal property regime
to be known as "THE NEWPORT RUN TOWNHOUSE CONDOMINIUM". The entire
Condominium consists of 13.561 acres more or less, of which 30,056
square feet, more or less are occupied by Forty-Eight (48) units,
computed from exterior measurements of exterior walls.

NOW THEREFORE, THIS MASTER DEED WITNESSETH: That The Pan
Ridge Corporation, for itself, its successors and assigns, does
hereby expressly establish and declare the following:

For Partial Release see
Liber 635 Fol. 726

TRANSFER TAX NOT REQUIRED
William F. Loudeman
Acting Director of Finance

Per: *[Signature]*
Authorized Signature

Order: VP321
Address: 9343
Order Date: 05-17-2023
Document not for resale
HomeWireDocs

1. CREATION OF HORIZONTAL PROPERTY REGIME. The Developer hereby submits the land and the improvements (consisting of Forty-eight (48) units) constructed thereon hereinafter described and shown on the Plat and Plans recorded simultaneously herewith as "The Newport Run Townhouse Condominium", to a regime established by the Horizontal Property Act and establishes a horizontal property regime as therein provided to be known as "The Newport Run Townhouse Condominium", to the end and intent that; each co-owner shall hold the exclusive fee simple ownership of his unit and an undivided interest in the common elements; and each condominium unit, together with the undivided interest in the common elements appurtenant thereto, may, subject to the terms hereof be conveyed, leased, encumbered, inherited or devised by Will, as though each unit were entirely independent of all other units and of the buildings in which condominium units are located.

The land owned by the Developer which is hereby submitted to the condominium form of ownership is located in the Ninth (9th) Election District, Baltimore County, Maryland, and is described on Exhibit "A", attached hereto and by this reference made a part hereof.

And said land as improved by the Buildings and improvements constructed thereon is the Condominium Project and is more fully described in the Plat and Plans recorded or to be recorded among the Land Records of Baltimore County simultaneously with the recording of the Master Deed.

2. DESCRIPTION OF THE BUILDINGS. The buildings are two-story structures with full private basements in each unit. There are no elevators, common hallways or common storage spaces. There are a total of six (6) buildings of which there are Eight (8) units in each building, with Two (2) or Three (3) bedrooms in each unit as shown on the Plat and Plans recorded as aforesaid.

3. NAME OF CONDOMINIUM. This Condominium shall be known as "The Newport Run Townhouse Condominium".

4. DESCRIPTION OF UNITS. The general description, number of each unit, the dimensions, area and location, and any other data necessary for its identification of each unit, are shown graphically on the Plat and plans recorded as aforesaid. Each Townhouse unit consists of the area measured horizontally from the interior side of the face of any dry wall of any exterior, party wall, the inner surface of any main entry door or doors to a unit and from the interior surfaces of the cinder block walls of the basement. Vertically, each Townhouse unit consists of a space (exclusive of all girders, beams and supports) lying between a horizontal plane which is coincident with the upper surface of the concrete slab of the basement floor and a horizontal plane which is coincident with the lower surface roof trusses.

The owner of a condominium unit from which a private balcony, and/or front porch, front basement entrance and steps is accessible has the exclusive right to use and enjoy such balcony and/or front porch, front basement entrance and steps

to the exclusion of the owner of any other condominium unit, similarly, each owner of a condominium unit has the exclusive right to use and enjoy the adjoining patio and air conditioner pad to the exclusion of the owner of any other condominium unit.

Each unit contains with it all of a family unit, and no part of any other family unit, as shown on the said Plat and Plans. Each family unit is one of the types of family units listed below:

Type A	(Brick end unit with walk out basement and balcony)	Contains a total of approximately 1700 square feet of floor space at first, second and basement levels.
Type B	(Brick interior unit with walk out basement and balcony)	Contains a total of approximately 1707 square feet of floor space at first, second and basement levels.
Type C	(Brick end unit with walk out basement)	Contains a total of approximately 1700 square feet of floor space at first, second and basement levels.
Type D	(Brick interior unit with walk out basement)	Contains a total of approximately 1707 square feet of floor space at first, second and basement levels.
Type E	(Brick end unit with front porch and front end front basement entrance)	Contains a total of approximately 1700 square feet of floor space at first, second and basement levels.
Type F	(Brick interior unit with front porch and front basement entrance)	Contains a total of approximately 1707 square feet of floor space at first, second and basement levels.
Type G	(Interior frame with walk out basement and balcony)	Contains a total of approximately 1700 square feet of floor space at first, second and basement levels.

- | | | |
|--------|---|---|
| Type H | (Interior frame with walk out basement) | Contains a total of approximately 1700 square feet of floor space at first, second and basement levels. |
| Type I | (Interior frame with front porch and front basement entrance) | Contains a total of approximately 1700 square feet of floor space at first, second and basement levels. |

5. USE OF UNITS. Each unit in the Condominium project other than the management unit, shall be used only for residential purposes by the owner or owners thereof, their families, their guests or invitees, or the lessees of the owner, their families, guests or invitees except that the Board of Directors may retain a unit for the purpose of sales promotion and other related activities for a period not exceeding two (2) years.

6. DESCRIPTION OF COMMON ELEMENTS. The common elements consist of the entire property, including all parts of the Buildings other than the units, as graphically shown on the aforesaid Plat and Plans and including, without limitation, the following:

- a. The land on which the Buildings are erected;
- b. All footings, foundations, columns, girders, beams, trusses and supports; All load bearing walls within each unit;
- c. All exterior walls of the Buildings; all chased walls, concrete floors;
- d. ~~Steps, porches, and entrances to and exits from the~~ Buildings and all balconies, which are subject to the easements for exclusive use and enjoyment; roofs.
- e. All yards, gardens and lawns, including the air conditioner pads and private patios adjacent to the Townhouses which are subject to easements for exclusive use and enjoyment,

and all walks or community facilities, and any other areas used in connection therewith; and all parking and driveway areas;

f. All electrical lines and installation to, but not beyond, the panel box located in each unit;

g. All water lines and installation to, but not beyond, the shut-off valve located in each unit;

h. All television antennae on the roof of each building, and cables, equipment, apparatus, to but not beyond, the point of entry of lead-in lines for each individual unit, but including any apparatus which may be located in an individual unit for use of other co-owners;

i. The heating and air conditioning units, compressors, pipes, lines and ducts serving the individual units are expressly not common elements;

j. All sewer lines and drain lines to, but not beyond, the point where they enter each unit;

k. All parking areas, and driveways, particularly including the private road designated on the Plat and Plans as "Pan Ridge Road".

l. 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.

Each co-owner, in proportion to his percentage interest factor, as defined, herein, shall contribute toward payment of the common expenses and no co-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 condominium unit. The contribution of each co-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").

Each co-owner shall own an undivided interest in the common elements with all the other owners of the property, and accept as otherwise limited in this Master Deed, shall have the right to use the common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and other such incidental uses permitted by this Master Deed, which right shall be appurtenant to and run with his unit. The common elements shall remain undivided and no family unit owner shall bring any action for partition or division of the whole, or any part thereof, except as otherwise provided by law.

7. VALUE. The value of the property, fixed solely for the purpose of establishing the percentage interest factor hereinafter referred to is One Million Two Hundred Ninety-Four Thousand Eight Hundred Ninety Dollars (\$1,294,890.00). The value of each condominium unit and the percentage which such value bears to the value of the property, herein referred to as the "percentage interest factor" is described in Exhibit "B", attached hereto and by this reference made a part hereof.

The value established hereunder for each condominium unit shall not fix the market value of such unit and shall not

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prevent Developer or any co-owner from fixing a different value for his condominium unit.

The percentage interest factor of each unit has a permanent character and except as herein provided, no such factor shall be changed without the consent of the co-owners representing all of the condominium units. Except as herein provided, no change in percentage interest factor shall be effected unless evidenced by an appropriate written amendatory declaration, setting forth the change agreed upon, executed by all the co-owners and recorded among the Land Records of Baltimore County.

8. EASEMENTS.

a. Encroachment. If any common element, or any part thereof, now or at any time hereafter, encroaches upon any unit, or any part of any unit (including wires, pipes, ducts, cables or conduits appurtenant to a unit which are not common elements) encroaches upon any common elements, whether such encroachment is attributable to design, construction, settlement, or shifting of the Buildings, or any other reason whatsoever beyond the control of the council of co-owners and any unit owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Council of Co-owners or for the Unit Owner, their respective heirs, successors and assigns, to provide for the encroachment and non-disturbance of the common element, or the unit, as the case may be. Such easement shall remain in full force and effect so long

as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment wherever found.

The conveyance or other disposition of a condominium unit shall be deemed to include and convey, or be subject to, an easement arising under the provisions of this section without specific or particular reference to such easement.

b. Balconies, Patios, Front Porches, Front Basement Entrances, Steps, Air Conditioner Pads. A valid, exclusive easement is hereby declared and established for the benefit of each unit and its co-owners, consisting of the right to use and occupy the patios, balconies, front porches, front basement entrances, steps, and air conditioner pads, if any, as the case may be, adjoining the unit; provided, however, that no owner shall decorate, paint, landscape or adorn such balcony, patio, front porch, front basement entrance, steps, air conditioner pads, if any, in any manner contrary to such Rules and Regulations as may be established, as hereinafter provided, unless he shall first obtain a written consent of the Board of Directors.

9. PIPES; DUCTS, T.V. ANTENNA APPARATUS, 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 to use all pipes, wires, T.V. antenna apparatus, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement

in favor of the owners of all other units to use the pipes, ducts, T.V. Antenna apparatus, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit.

10. UNITS SUBJECT TO MASTER DEED, BY-LAWS AND RULES AND REGULATIONS. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of the Horizontal Property Act, of this Master Deed, 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 Master Deed, 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 or conveyance or lease thereof.

11. ADMINISTRATION OF CONDOMINIUM. In accordance with the provisions of Article II of the By-Laws, a Council of Co-Owners shall be formed comprising all of the unit owners. As provided in Article IV of the By-Laws, the Council of Co-owners shall elect a Board of Directors. The affairs of The Newport Run Townhouse Condominium shall be governed in the manner set forth in the By-Laws which are made a part of this Deed and are attached hereto as Exhibit C.

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12. AMENDMENT OF MASTER DEED. Except as may otherwise be provided by the Horizontal Property Act, this Master Deed, the By-Laws, the aforementioned Plat and Plans may be amended in the following manner:

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

b. Except as in the previous subparagraph (a), an amendment or amendments to this Master Deed, the By-Laws, the aforementioned plat and Plans (as the case may be) may be proposed by the Board of Directors acting upon a vote of the majority of the Directors, or by the Co-owners of units owning a majority of votes of the Condominium units in the Condominium whether meeting as the Council of Co-owners or by instrument in writing signed by them. Upon any amendment or amendments being proposed by said Board of Directors or Co-owners, such proposed amendment or amendments shall be transmitted to the President of the Condominium, or other officer of the Condominium in the absence of the President, who shall thereupon call a special meeting of the

Council of Co-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 Co-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 Ten (10) days nor more than Thirty (30) 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 Co-owner at his post office address as it appears on the books of Condominium, the postage thereon prepaid. Any Co-owner may, by written waiver of notice signed by such Co-owner, waive such notice and such waiver, when filed in the records 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 Two-thirds (2/3rds) affirmative vote of all of the unit Co-owners entitled to vote in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments shall be transcribed and certified by the President and Secretary for the Condominium 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 Master Deed.

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Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the Condominium shall be delivered to all of the Co-owners and mailed to the mortgagees listed in the registry required to be maintained by Article IX, Section I 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 Co-owner shall be recognized if such Co-owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Condominium at or prior to such meeting.

.13. REBUILDING. In the event that any one or more of the multi-unit Buildings is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the common elements encroaches upon the units, or vice versa, or any of the units encroach upon another unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

14. ACTUAL LOCATION CONCLUSIVE. In interpreting any and all provisions of this instrument, the Exhibits attached hereto, subsequent deeds and mortgages to individual units etc., the actual location of the unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the locations as indicated on the plat and Plans annexed hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefore, and for the maintenance thereof, does and shall exist.

15. INTEREST IN COMMON ELEMENTS CONVEYED. The undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed, conveyed or encumbered with the unit even though such interest may not be expressly mentioned or described in the conveyance or other instruments.

16. COMPLIANCE. Each Co-owner shall comply with the provisions of this Master Deed, By-Laws, Rules and Regulations, decisions and resolution of the council, or its representative,

as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be ground from action to recover sums due for damages or for injunctive relief.

17. DUTY TO CONTRIBUTE. No Co-owner of a family unit may exempt himself from liability for his contribution towards common expenses by waiver of the use or enjoyment of any of the common expenses and facilities or by the abandonment of his family unit.

18. PRIOR ASSESSMENTS, LIENS. Where a mortgagee or other purchaser of a family unit obtains title by reason of foreclosure of a mortgage covering a unit, such acquirer of title, his successors or assigns, shall not be liable for assessments by the council which became due prior to the acquisition of title by such an acquirer, it being understood, however, that the above shall not be construed to prevent the council from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage.

19. GRANTOR'S LIABILITY. In a voluntary conveyance of a family unit, a Grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Council against the later for his share of the common expenses up to the time of the Grant or conveyance without prejudice to the Grantee's right to recover from the Grantor, the amounts paid by the Grantee, therefore. However, any such Grantee shall be

entitled to a statement from the management agent, manager or Board of Directors of the Council, as the case may be, setting forth the amount of the unpaid assessment against the Grantor due the Council and such Grantee shall not be liable for, nor shall the family unit convey the subject to a lien for, any unpaid assessments made by the Council against the Grantor in excess of the amount therein set forth.

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

21. WAIVER. No provision contained in this Master Deed 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.

22. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

23. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires. Unless the context indicates otherwise, the terms used herein shall have the definitions as set forth in the Horizontal Property Act.

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24. DEVELOPER'S RIGHTS. The rights and privileges reserved unto Developer herein shall inure to the benefit of Developer, its successors and assigns. Without limiting the generality of the foregoing, it is expressly understood that Developer shall have the right to mortgage, pledge, hypothecate or assign the same.

25. INTERPRETATION OF THE MASTER DEED. The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class Condominium development.

IN WITNESS WHEREOF, The Pan Ridge Corporation, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presence by its President and attest by its Secretary, this 24th day of June, 1974.

WITNESS:

Alan Fink
ALAN FINK

THE PAN RIDGE CORPORATION

By: *Lee W. Muse* (SEAL)
Lee W. Muse, President

ATTEST:

Alan Fink
ALAN FINK

Bruce A. Redding (SEAL)
Bruce A. Redding, Secretary

STATE OF MARYLAND

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

COUNTY OF BALTIMORE

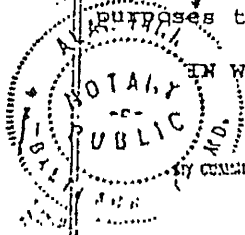
TO WIT:

Judith Shely
ASSISTANT COUNTY SOLLICITOR

I HEREBY CERTIFY this 24th day of JUNE, 1974, before me

a Notary Public, the undersigned officer, personally appeared Lee W. Muse, who acknowledged himself to be the President of The Pan Ridge Corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Alan Fink
Notary Public
Address: 3343 Park
Order Date: 05
Expiration: not for resale
Home: 410-1000

EXHIBIT A

THE NEWPORT RUN TOWNHOUSE CONDOMINIUM

DESCRIPTION OF PROPERTY

The land owned by the Developer which is hereby submitted to the Condominium form of ownership is located in the Ninth (9th) Election District, Baltimore County, Maryland, and is described as follows:

BEGINNING for the same at a pipe heretofore planted at the beginning of the fifth or south 38 degrees 13 minutes west 1282.3 foot line of that tract of land which by deed dated June 11, 1934 and recorded among the Land Records of Baltimore County in Liber CWB, Jr. No. 933 folio 305 etc. was conveyed by Anne MacCallum to Maud D. Waters, widow and H. Lee Muse and wife, thence running with and binding on a part of said fifth line as now surveyed south 31 degrees 20 minutes 50 seconds west 202.98 feet to the northernmost side of Gramercy Circle as shown on the Plat of Section One Newport Run Townhouses as filed among the Land Records of Baltimore County in Plat Book EHK, Jr., No. 36 folio 125, thence binding on the sides of said Circle the three following courses and distances north 58 degrees 39 minutes 10 seconds west 50.00 feet, southwesterly and southeasterly by a line curving to the south with a radius of 50.00 feet for a distance of 209.39 feet (the chord of said arc being south 1 degree 21 minutes 04 seconds west 86.59 feet) and northerly by a line curving to the east with a radius of 50.00 feet for a distance of 11.29 feet (the chord of said arc being north 69 degrees 49 minutes 26.5 seconds east 11.27 feet) to intersect said fifth line of said deed, thence leaving said Circle and running with and binding on a part of said fifth line south 31 degrees 20 minutes 50 seconds west 809.40 feet to the northernmost corner of Parcel A as shown on Plat Two Section One Doncaster Village as filed among the Land Records of Baltimore County in Plat Book OTG No. 35 folio 43, thence leaving said outline and binding on the northeasternmost side of said Parcel A as shown on said plat south 58 degrees 39 minutes 10 seconds

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east 123.88 feet to the northwesternmost side of Waltham Woods Road (70 feet wide) as shown on said Plat, thence binding on said road south 31 degrees 20 minutes 50 seconds west 50.00 feet, thence binding on the southwesternmost side of said Parcel A north 58 degrees 39 minutes 10 seconds west 123.88 feet to intersect said fifth line, thence running with and binding on the remainder of said line and the sixth line of said deed in all south 31 degrees 20 minutes 50 seconds west 409.82 feet to a concrete monument heretofore planted at the end of said sixth line, thence running with and binding on the seventh, eighth, ninth and part of the tenth lines of said deed the four following courses and distances north 74 degrees 11 minutes 50 seconds west 373.70 feet to the end of said seventh line, north 43 degrees 58 minutes 54 seconds east 774.30 feet to the end of said eighth line, north 9 degrees 34 minutes 20 seconds east 700.00 feet to the end of said ninth line and north 36 degrees 05 minutes 40 seconds west 193.49 feet, thence leaving said tenth line and running for a line of division north 48 degrees 27 minutes 15 seconds east 377.82 feet to a concrete monument heretofore planted at the southwesternmost corner of the Plat of Section A Harrington Manor as filed among the Land Records of Baltimore County in Plat Book GLB No. 18 folio 126 and to intersect the fourth line of said deed at a point distant 629.58 feet from the beginning of said fourth line, thence running with and binding on a part of said fourth line south 37 degrees 16 minutes 56 seconds east 556.12 feet to the place of beginning.

CONTAINING 13.561 acres of land more or less.

TOGETHER WITH, the right to use certain streets and roads which by Indenture dated July 6, 1972 and recorded among the Land Records of Baltimore County in Liber No. 5286, Folio 966, was granted by Doncaster Realty, Inc. (now Padonia Village, Inc.) to Lee W. Muse, and by further confirmatory deed dated June 21, 1974, and recorded among the Land Records of Baltimore County in Liber No. 5455, Folio 483, was granted by Lee W. Muse to the Pan Ridge Corporation.

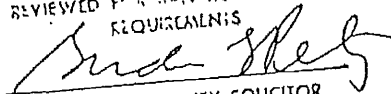
TOGETHER WITH, the right to use certain streets and roads which by Indenture dated June 21, 1974, and recorded among the Land Records of Baltimore County in Liber No. 5455, Folio 486 was granted by Padonia Village, Inc. (formerly Doncaster Realty, Inc.) to The Pan Ridge Corporation.

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SUBJECT, however to a 10 foot utility and drainage easement as shown on the Plat Two Section One Doncaster Village as filed among the Land Records of Baltimore County in Plat Book OTG, No. 35, Folio 43 and a 10 foot utility easement as shown on Baltimore County Bureau of Land Acquisition Drawing No. RW 67-344-9 and drainage and utility easements and local open space as shown on plat of Section One Newport Run Townhouses as filed among the Land Records of Baltimore County in Plat Book EHK, Jr. No. 36, Folio 125.

BEING part of that tract of land which by deed dated June 6, 1973 and recorded among the Land Records of Baltimore County in Liber No. 5366, Folio 587 etc. was conveyed by Lee W. Muse to The Pan Ridge Corporation and all of that tract of land which by deed dated June 6, 1973 and recorded among the Land Records of Baltimore County in Liber No. 5366, Folio 590 etc. was conveyed by Padonia Village, Inc. to The Pan Ridge Corporation.

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS



ASSISTANT COUNTY SOLICITOR

EXHIBIT B

<u>UNIT NO.</u>	<u>UNIT TYPE</u>	<u>UNIT VALUE</u>	<u>UNIT PERCENTAGE INTEREST</u>
9301	E	\$ 26,775.00	2.0677 %
9303	F	26,137.50	2.0185 %
9305	I	26,137.50	2.0185 %
9307	I	26,137.50	2.0185 %
9309	I	26,137.50	2.0185 %
9311	I	26,137.50	2.0185 %
9313	F	26,137.50	2.0185 %
9315	E	26,775.00	2.0677 %
9317	E	26,775.00	2.0677 %
9319	F	26,137.50	2.0185 %
9321	F	26,137.50	2.0185 %
9323	F	26,137.50	2.0185 %
9325	I	26,137.50	2.0185 %
9327	I	26,137.50	2.0185 %
9329	F	26,137.50	2.0185 %
9331	E	26,775.00	2.0677 %
9333	C	27,540.00	2.1268 %
9335	D	26,902.50	2.0776 %
9337	H	26,902.50	2.0776 %
9339	H	26,902.50	2.0776 %
9341	H	26,902.50	2.0776 %
9343	H	26,902.50	2.0776 %
9345	D	26,902.50	2.0776 %
9347	C	27,540.00	2.1268 %
9349	C	27,540.00	2.1268 %
9351	D	26,902.50	2.0776 %
9353	H	26,902.50	2.0776 %
9355	H	26,902.50	2.0776 %
9357	H	26,902.50	2.0776 %
9359	H	26,902.50	2.0776 %
9361	D	26,902.50	2.0776 %
9363	C	27,540.00	2.1268 %
9338	A	28,050.00	2.1662 %
9340	B	27,412.50	2.1170 %
9342	G	27,412.50	2.1170 %
9344	G	27,412.50	2.1170 %
9346	G	27,412.50	2.1170 %
9348	G	27,412.50	2.1170 %
9350	B	27,412.50	2.1170 %
9352	A	28,050.00	2.1662 %

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<u>UNIT NO.</u>	<u>UNIT TYPE</u>	<u>UNIT VALUE</u>	<u>UNIT PERCENTAGE INTEREST</u>
9370	A	\$ 28,050.00	2.1662 %
9372	B	27,412.50	2.1170 %
9374	G	27,412.50	2.1170 %
9376	G	27,412.50	2.1170 %
9378	G	27,412.50	2.1170 %
9380	G	27,412.50	2.1170 %
9382	B	27,412.50	2.1170 %
9384	A	28,050.00	2.1662 %
<hr/>			
48 Units		\$1,294,890.00	100 %

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Address: 9343 Pan Ridge Rd
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Encumbrances
Newport Run Condominium Association

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Insurance Dec Page
Newport Run Condominium Association

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ADDITIONAL REMARKS SCHEDULE

AGENCY Schoenfeld Insurance Associates, Inc.		NAMED INSURED Newport Run Townhouse Condo c/o Conway Management 1660 Robin Circle Forest Hill,, MD 21050	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Certificate of Liability Remarks

Additional Insurance:

Fidelity Bond (\$150,000 Limit) Policy# 30BDDHM1995 Eff. 10/1/22-10/1/23 Issued by The Hartford Insurance

Additional Coverage Notes:

The Master Policy for Newport Run Townhouse Condominium is written in accordance with the Maryland Condominium Act, Section 11-114, to include revisions implemented in October 2009, updated/posted in January 2011. Property Section/Replacement Cost of the Master Policy is written on an All Risk/SPECIAL Form basis, excluding ANY Betterments & Improvements installed by Unit owner's, other than the Developer. Homeowners are recommended to purchase a Homeowners Policy designed for Condominium Owners, commonly known as a HO6 Policy.

Fidelity Bond is included, as per the Maryland Condominium Act, Section 11-114, to include the Management Company as an Employee at Full Limit scheduled on the Fidelity Bond Policy.

48 Residential Units

Wind/Hail Coverage - Included (no separate deductible)

Equipment Breakdown Coverage - Included for Common Areas and Association Responsibility (please refer to Association By Laws)

Ordinance Coverage - Included

Order: VP9ZLS2GF
Address: 9343 Pan Ridge Rd

Litigation
Newport Run Condominium Association

Order: VP37L02GP
Address: 9348 Dan Ridge Rd
Order Date: 05-17-2020
Document not for resale
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Management Agreement
Newport Run Condominium Association

Order: VP871.6269F
Address: 4343 Pan Ridge Rd
Order Date: 05-17-2023
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Move In/Out Fee Assessment
Newport Run Condominium Association

Order: VF3715326P
Address: 8043 Pan Ridge Rd
Order Date: 05-17-2023
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Property Rental Restriction
Newport Run Condominium Association

Order: VP3ZLG2G8P
Address: 9343 Pan Ridge Rd
Order Date: 05-17-2023
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Recreational Facilities
Newport Run Condominium Association

Order: VP071326P
Address: 9343 Pan Ridge Rd
Order Date: 05-17-2023
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Reserve Studies
Newport Run Condominium Association

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Rules and Regulations
Newport Run Condominium Association

Order: VP3ZLS26P
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Newport Run Townhouse Condominium, Inc.

*RULES AND
REGULATIONS*

Order: VP3Z1G219P
Address: 8343 Pan Ridge Rd
Order Date: 05-17-2023
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Introduction

The following rules and regulations have been approved and adopted by the Board of directors of Newport Run Condominium.

These rules and regulations are to be adhered to by all Co-owners, residents and occupants or shall be enforced to the extent possible by the Board of Directors.

In almost all cases, they are meant to expand the freedoms of ownership of the Co-owners rather than restrict them.

In no way do these Rules and Regulations contravene or supersede the Master Deed and By-Laws of the Newport Run Condominium. Both of these documents take precedence and must be adhered to by the Co-owners.

It is the responsibility of the Co-owners who are renting to inform their tenants of the By-Laws and Rules and Regulations and ensure that the tenants abide by them.

The following are the RESPONSIBILITY of the CO-OWNER and MUST BE PROPERLY MAINTAINED.

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Newport Run Townhouse Condominium, Inc.
RULES & REGULATIONS

Effective Date: May 9, 2011

1. AESTHETICS

- 1.1 For Sale signs are allowed with Board approval.
- 1.2 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

2. ARCHITECTURAL CHANGES

- 2.1 No Unit Owner or resident shall make any structural addition, alteration, or improvement to his Unit or to any Common Element which he has the right to use, or any nonstructural alteration, addition, improvement, or decoration to or of any Common Element, including but not limited to decks. Unless or until plans and specifications are dated and in duplicate, showing the nature, kind, shape, height, color, materials, location and approximate cost of such addition, alteration, improvement, or decoration shall have been submitted to and approved in writing by the Board of Directors, which shall have the right to refuse for good cause to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons, provided, however, that if the Board of Directors fails to deny said request within sixty (60) days after receipt of a complete set of plans and specifications, such request shall be deemed approved. The Unit Owner shall reimburse the Council of Unit Owners for any costs incurred because of the investigation into the planned alterations.
- 2.2 All Unit Owners must inform the Board of Directors, in writing, of any and all interior structural alterations to be made to their Unit. Should the Board of Directors deem the planned changes to be detrimental, the Board of Directors reserves the right to refuse the proposed alterations for good cause. The Unit Owner shall reimburse the Council of Unit Owners for any costs incurred because of the investigation into the planned alterations.
- 2.3 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article,

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§ 11-111.

3. AUTHORIZED UNIT ENTRY

- 3.1 The Board of Directors may authorize the Management Company or any duly authorized representatives or contractor to enter any Unit whenever such entry is reasonably necessary in order (a) to install, inspect, maintain, repair or replace any Common Elements to which access can reasonably be obtained only through such entry, or (b) to inspect, maintain, repair or replace any portion of such Unit if such inspection, maintenance, repair or replacement reasonably appears necessary for public safety or to prevent damage to the Unit or other Units or the Common Elements
- 3.2 Owner has a right to be present.
- 3.3 Except in emergency cases involving manifest danger to public safety or property (in which case entry may be affected immediately), the Board or its authorized designee, shall give at least twenty-four (24) hours notice to the Unit Owner and/or Tenant of any Unit to be entered for the purpose of inspection and/or repairs. Should any Unit Owner or Tenant, after being given notice, fail to allow access to his or her Unit for inspection and/or the performance of repairs, the Board, or its authorized designee, may affect such needed access at the expense of the Condominium. An entry by the Board or its designee, on behalf of the Condominium, for the purpose specified in this section shall not be considered a trespass.
- 3.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

4. BALCONIES, PORCHES, TERRACES AND YARDS

- 4.1 Decks, patios and yards shall be kept tidy and neat. Unit Owners and residents shall not allow debris to accumulate and must sweep or otherwise remove any debris.
- 4.2 No towels, laundry or any other items shall be hung over decks or patios.

- 4.3 Decks, patios and yards may not be used for storage, including but not limited to the storing of furniture, bicycles, motorized vehicles, baby carriages, or other inappropriate items, or for hanging or draping of rugs, towels, etc.
- 4.4 All furniture, landscaping and decorations placed on decks, patios or yards shall conform to such standards and specifications as the Board of Directors may reasonably determine, and shall in any event be of the type normally and customarily used for a residential balcony, porch, terrace or yard.
- 4.5 No deck, patio or yard shall be painted, resurfaced, paved, covered by any awning, or otherwise modified, unless approved pursuant to §2.1 of these Rules and Regulations.
- 4.6 Decorations are permitted only during legal holidays and as further provided in §7.4 of these Rules and Regulations.
- 4.7 No alterations to deck or patio are permitted, unless approved in accordance with §2.1 hereof.
- 4.8 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

5. BICYCLES AND OTHER RECREATIONAL GEAR

- 5.1 The Association is not responsible for loss, damage, destruction or theft of bicycles or recreation gear. Recreation gear includes, but is not limited to skate boards, roller skates and other wheeled recreation devices, as determined by the Board.
- 5.2 Bicycles and all other recreational gear specified in 5.1 are not allowed in the sidewalks at any time.
- 5.3 All bicycles in regular use should be kept inside the Unit when not in use. No bicycle(s) may be parked in the Parking Lot. No bicycle(s) or recreation gear may be kept in front of the building or in the Common Elements.

5.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

6. COMMON ELEMENTS

- 6.1 Smoking is permitted in all Common Elements; littering is forbidden.
- 6.2 The sidewalks, entrance passages and front of the buildings shall not be obstructed or used for any other purpose than ingress to and egress from the Units of the building. This includes loitering and any other activities that are deemed to be a nuisance by the Board.
- 6.3 No article of personal property, including, but not limited to, furniture and decorations, shall be placed or stored, either temporarily or permanently, in any Common Area, or any of the exterior landscaped areas (planting in any Common Area is strictly prohibited), except for holiday decorations as further provided in § 7.4 of these Rules and Regulations.
- 6.4 No Unit Owner or occupant shall build or maintain any matter or thing upon, in, over or under any Common Element without prior written consent of the Board of Directors unless otherwise permitted by these Rules and Regulations.
- 6.5 Except for candidate or political signs permitted by §11-111.2 of *Md. Code Ann.*, Real Property Article, no notice, sign, letter, advertisement, or any other written or printed communication shall be inscribed, exhibited or exposed on or at any window or other part of a Unit or the Common Elements without the prior written consent of the Board of Directors, pursuant to §1.3 hereof . For Rent signs are strictly forbidden.
- 6.6 Children shall be permitted to play on sidewalks or grassy areas or other Common Elements. NO ballgames, or other group activities deemed to be a nuisance (including loitering), shall be permitted on Pan Ridge Road.
- 6.7 No wires, cables, antennas, or satellite dishes of any kind shall be erected on the roof, exterior walls, or other Common Element of the building without the prior written consent

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of the Board of Directors. Any cables, wires or antennas erected in violation of this rule shall be subject to removal, at the owner's expense, by the Board of Directors, without notice to the owner or resident of the Unit. Satellite dishes are permitted only to the extent authorized by applicable FCC regulations, 47 CFR §1.4000, *et seq.* Such satellite dishes must not be attached to the walls, floors, ceiling or railing of any balcony, rather such satellite dishes must be supported by a tripod or 'flower pot' style base. No portion of a satellite dish may extend beyond the balcony, terrace or yard. Satellite dishes must be placed first on the rear of the Units unless they are unable to receive a signal at which time an alternate location on the front is permitted.

- 6.8 No portion of the Common Elements shall be in any manner defaced, littered, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited.
- 6.9 The Common Elements shall be used only for the purposes for which same was designed or installed and none of the Common Elements shall be loaded or taxed beyond the capacity for which it was designed.
- 6.10 Residents shall not in any way interfere with the lighting in the Common Elements.
- 6.11 Anyone found defacing or damaging, or littering Condominium property will be charged for the repair or replacement of any damaged areas and will be subject to further fines and sanctions by the Board of Directors.
- 6.12 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

7. COMPLAINTS, REQUESTS AND NOTICES TO COUNCIL/MANAGEMENT

- 7.1 Complaints by Unit Owners or residents regarding the service of the buildings, Common Elements or violations of the Master Deed, By-laws or Rules and Regulations shall be made in writing to the Management Company and forwarded to the Board of Directors. The Management Company shall respond immediately to emergencies and forward complaints to the Board for all other matters.

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- 7.2. Requests and/or Notices to the Council or Management shall be made in writing and delivered to the Property Manager, unless another form of notice is required by the Maryland Condominium Act, the Master Deed, By-Laws and/or Rules and Regulations.
- 7.3. Duty to Inspect and Notify Management. Each Unit Owner and Tenant must inspect his or her Unit for, and immediately notify the Condominium management of, any fire, water, wall, ceiling, floor, window, door, chimney, roof, water heater, or plumbing fixture damage or malfunction, pest infestation and the like.
- 7.4. At regular meetings of the Board of Directors, following the regular order of business, any co-owner may address the Board for a maximum of 10 minutes, with appropriate discussion to follow. Co-owners who are not Board members cannot be recognized during the regular order of business of the Board. This rule does not prohibit Co-Owners from attending the full meeting.
- 7.5. Co-owners must inspect their properties for required maintenance, and report problems immediately to the management company. All requests must be submitted in writing. Unless the Units are properly maintained, the Condominium will lose its market value and become an eyesore to the Community.
- 7.6. This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

8. CONTRACTORS

- 8.1. All contractors performing any work in the Condominium, including Units and Common Elements, must be currently licensed in the State of Maryland through the appropriate division of the Maryland State Department of Labor, Licensing, and Regulation.
- 8.2. Except in the case of an emergency, work that may be noisy and disturbing to other residents will be permitted only between the hours of 8:30a.m. and dusk.

- 8.3 Upon request by any agent of the Condominium, said Unit Owner must supply proof of the contractor's license and liability insurance as required by the appropriate Maryland licensing authority.
- 8.4 Construction debris or large amounts of bulk trash may not be placed on the common areas or limited Common Elements. Unit Owners must arrange for the removal of all construction debris. If a dumpster is required you must receive board permission
- 8.5 Co-owners are not permitted to contact any contractor doing work for the Condominium. Any comments on work done by contractors should be submitted, in writing, to the Board of Directors.
- 8.6 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

9. DISTURBANCES AND NOISES / CONSIDERATION OF FELLOW RESIDENTS

- 9.1 Residents and guests shall refrain from causing excessive noise that might disturb other residents.
- 9.2 No one shall make any undue noise in the Common Elements, including the parking lot and front of buildings, or play or operate any stereo, radio, television, or musical instrument in such a way as to interfere with the rights or reasonable comforts of other residents.
- 9.3 Between the hours of 10:30 p.m. and 8:00 a.m. there should be special emphasis to maintain a quiet environment.
- 9.4 Windows in individual Units shall be kept clean at all times.
- 9.5 No Loitering that creates a nuisance or inconvenience to other Co-owners is permitted in the parking lot or Common Elements.

- 9.6 Contact with any Board member pertaining to Condominium matters is restricted to 9:00 a.m. through 9:00 p.m., except in the case of an emergency (i.e.) a fire. Co-owners and Board members must remain civil when dealing with each other in the course of legitimate Condominium business. Abusive behavior is not acceptable and will not be tolerated.
- 9.7 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

10. ELECTRICAL DEVICES AND PLUMBING FIXTURES

- 10.1 All electrical devices and plumbing fixtures used within a Unit shall fully comply with all requirements and recommendations of the Board of Fire Underwriters and appropriate public authorities.
- 10.2 Unit Owners must maintain water heaters in accordance with Section 27 herein.
- 10.3 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

11. MOVING AND DELIVERIES

- 11.1 The hours during which moving is permitted are 8:30 a.m. and dusk. Partial moving, as well as moving by a roommate or other person, is subject to these Rules and Regulations.
- 11.2 Unit Owners or residents are liable for any damage including, but not limited to, the building, grounds, and landscaping caused by their moving or delivery.
- 11.3 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

12. EXTERMINATOR

- 12.1 Each Unit Owner and Tenant must inspect his or her Unit for, and immediately report to the Condominium management any pest infestation.
- 12.2 The Management may inspect any Unit for pest infestation pursuant to §3 of these Rules and Regulations.
- 12.3 Any Unit with an infestation problem not reported will be entered by the Management with an exterminator, after proper notification. The Unit Owner and/or resident will then be responsible for any damage sustained and/or any charges. Such damage and/or charges shall be assessed against the Unit Owner, shall become a continuing lien against the Unit and the personal obligation of the Unit Owner pursuant to the Condominium's Documents, and shall be collected in the same manner as an assessment.
- 12.4 No resident shall create any condition which may increase the risk of pest infestation.
- 12.5 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

13. FINES AND SANCTIONS

- 13.1 The Board of Directors, at its discretion, may, insofar as permitted by applicable statute, impose a sanction and/or assess a fine against a Unit Owner or a Tenant (pursuant to the provisions of any Lease or required Addendum to Lease), not to exceed \$500.00 for any single occurrence, for any violation of these Rules and Regulations or the Master Deed or By-Laws by a Unit Owner, his or her guest(s), invitee(s), licensee(s), Lessee(s), Renter(s), Tenant(s), or resident(s) of his or her Unit. The Board of Directors may assess against a Unit Owner or a Tenant (pursuant to the provisions of any Lease or required Addendum to Lease) the cost of any damages caused by Unit Owners, their guests, invitees, licensees, lessees, renters, or residents of his or her Unit to the Common Elements.

- 13.2 The Board of Directors, at its discretion, may revoke a Unit Owner's or Tenant's privilege to keep a pet if the Board should declare such a pet a nuisance. In determining whether a pet is a nuisance, the Board will consider, among other factors, the pet's behavior, noise, the pet owner's failure to clean up after the pet.
- 13.3 Any sanction or penalty shall be levied in accordance with all procedures required by applicable statute or ordinance. In the event that a fine is levied in connection with a continuing violation of the Rules and Regulations, the Board of Directors may, at its discretion, levy an additional fine, not to exceed \$500.00, for each fifteen (15) days the violation remains uncorrected.
- 13.4 In order to impose a fine or sanction the Board of Directors must comply with the following procedures:
1. The Board of Directors must issue a written cease and desist notice, specifying the alleged violation and the action required to abate the violation.
 - a. In the case of a continuing violation, the Board of Directors must also set a date by which the violation must be abated. This date may be no less than ten (10) days from the date of notice.
 - b. For other violations, the notice must state that any further violation of the same Rule may result in the imposition of a fine or sanction.
 2. If within a twelve (12) month period, the same Rule is subsequently violated, the Board must schedule a hearing on the alleged violation. The Board of Directors must deliver a second notice specifying the alleged violation, the time and place of a hearing (which may not be less than ten (10) days from the date of the notice), an invitation to present evidence and make a statement, and the proposed sanction.
 3. At the hearing, the alleged violator may present evidence and witnesses and may cross-examine Board of Director's witnesses. The hearing must be held in executive session. The minutes of the meeting must contain a statement of the result and sanction imposed, if any.

4. Notices required under this Rule shall be sent by first-class mail to the Unit Owner's current address as listed in the Condominium records. If the owner's address is not current with the Board/Management Company, hearings may be held in absentia.
5. The Board's decision under the Fines and Sanctions Rule is appealable to the Courts; or, within ten (10) days from the date of the notice of the alleged violation, the alleged violator(s) may elect, by giving written notice to the Board of Directors, to have the dispute resolved pursuant to the binding arbitration program offered by the Maryland Attorney General's Office.
- 13.5 Any Unit Owner who fails to comply with the Master Deed, By-Laws or a decision under the Fines and Sanctions Rule may be sued by the Council of Unit Owners or by any individual Unit Owner in a Court of law.
- 13.6 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

14. HVAC (HEATING, VENTILATING AND AIR CONDITIONING)

- 14.1 All HVAC contractors performing any work in the Condominium must be currently licensed in the State of Maryland through the appropriate division of the Maryland State Department of Labor, Licensing, and Regulation.
- 14.2 Unit Owners are responsible for the cost to repair any damage done to any other portion of the premises caused by any inspection, maintenance, repair or replacement of any such HVAC unit, unless such damage is a covered risk under the Condominium's master insurance policy. Any such cost shall be assessed against the Unit Owner, shall become a continuing lien against the Unit and shall constitute a personal obligation of the Unit Owner pursuant to the Condominium's Documents, and shall be collected in the same manner as an assessment.
- 14.3 Rear window air conditioners are authorized. Authorization for the temporary use of window air conditioners in the front may be given, at the sole discretion of the Board of Directors, in cases of HVAC failure while same is being repaired. If a resident of the

Condominium chooses to use a rear window air conditioner to supplement or in lieu of the central air conditioning system in the house, the window air conditioning unit may not be in the window prior to May 1 of each year and must be removed no later than October 1 of each year.

The Co-owner of any Unit using a window air conditioning unit is responsible for repairing any damage to the exterior of the Unit and the area surrounding the exterior of the Unit that is caused by water cascading off the window air conditioning unit.

- 14.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

15. INSURANCE

- 15.1 Each Unit Owner shall maintain a standard H06 (or better) Condominium Owners Policy on his or her Residential Unit. The liability coverage limits provided by said policy shall be not less than three hundred thousand dollars (\$300,000.00).
- 15.2 Each Tenant (lessee) shall maintain a standard (or better) Renter's Insurance Policy, which provides both property damage and liability coverage for Tenant during the term of the Lease. The liability coverage limits provided by said policy shall be not less than three hundred thousand dollars (\$300,000.00).
- 15.3 A copy of the Declarations of each such insurance policy shall be submitted to the Management Company by the Unit Owner and/or Tenant (if any), within thirty (30) days of having acquired title to the Unit or within thirty (30) days of the execution of any Lease.
- 15.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

16. LIABILITY

- 16.1 Each Unit Owner or Tenant shall be liable for any damages to the shrubs, lawns, or other Common Elements that they, their lessees, guests, residents, or pets of their Units) cause, and for any violations of these Rules and Regulations for which they, their guests,

or residents of their Units are responsible.

- 16.2 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

17. NEWSPAPERS

- 17.1 Newspaper deliveries to the Units are allowed. They must be retrieved within 24 hours. Newspapers not retrieved within 24 hours may be removed and disposed without permission.

- 17.2 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

18. NON-OWNER RESIDENTS, LEASES AND OCCUPANCY OF UNITS

- 18.1 All non-owner Residents and Tenants must be registered by the Unit Owner(s) of record with the Management Agent.
- 18.2 All non-owner Residents and Tenants must abide by all Rules and Regulations.
- 18.3 The occupancy of a Unit by a person other than a Unit Owner (or his or her immediate family), without the presence of the Unit Owner, shall be subject to a written Lease. Additionally, every Unit Owner who leases a Unit within the Condominium shall be required to execute an Addendum to Lease attached hereto as Exhibit A, and said Addendum to Lease shall serve as the standard lease form allowed by Article IX, Section 2 of the By-Laws. The Management Agent is required to keep a copy of a current lease at all times. All lessees must obtain a copy of these Rules and Regulations and the Master Deed and By-Laws from the Unit Owner or Management Agent.
- 18.4 For any Unit being leased or any lease renewal occurring after the effective date of these Rules and Regulations, the Addendum to Lease (as may be amended from time to time) attached hereto as Exhibit A, shall be used by all Unit Owners in conjunction with all leases for the rental of their Units). Said Addendum to Lease may be supplemented by

provisions in the Lease desired by the Unit Owner so long as said provisions do not contradict or conflict with the Addendum to Lease, the Master Deed, the By-Laws, these Rules and Regulations, Maryland or local law, or public policy.

- 18.5 Any Unit Owner who leases a Unit within the Condominium shall provide an Addendum to Lease to any real estate agent, Management Company or any other entity assisting in the rental or management of a Unit.
- 18.6 A copy of each Lease for a Unit, together with the Addendum to Lease, shall be fully executed by the Lessor(s) and Lessee(s) and shall be delivered to the Management Agent within thirty (30) days of the execution of the Lease.
- 18.7 All leases must be one year or more in duration.
- 18.8 Any lease for any Unit shall contain a provision to the effect that the rights of the tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Master Deed and By-Laws as lawfully amended from time to time, and to such Rules and Regulations relating to the use of the Common Elements as the Board of Directors may, from time to time, promulgate. Any Co-owners desiring to lease his Unit shall submit the proposed lease to the Board of Directors for its approval as to compliance with this provision.
- 18.9 Subject to all laws and ordinances, no more than six (6) persons (including children) shall occupy a three bedroom Unit, no more than four (4) persons (including children) shall occupy a two bedroom Unit and no more than two (2) persons (including children) shall occupy a one bedroom Unit.
- 18.10 No sublease of a Unit is permitted.
- 18.11 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

19. PARKING

- 19.1 Subject to the provisions contained within these Rules and Regulations, parking privileges are for the sole benefit of and are limited to residents.
- 19.2 Parking is limited to no more than three (3) vehicles per Residential Unit, so long as space is available. The 3rd vehicle must be kept in overflow parking
- 19.3 Guest parking is permitted only in the overflow areas, if available. Residents shall be given priority over guests. Guest parking may not be permitted or available on holidays, subject to the discretion of the Board of Directors.
- 19.4 Non-resident Unit Owners are permitted to park in the overflow parking only while present in his or her Unit or while attending Condominium Association meetings and events.
- 19.5 Any unauthorized vehicle, or vehicle in violation of these Parking Rules and Regulations, will be towed.
- 19.6 All vehicles must be parked in a designated parking space or the vehicle will be towed.
- 19.7 No trailers, boats, or boat trailers may be parked, nor may any personal property, other than registered motor vehicles, may be kept in the parking lot of the Condominium.
- 19.8 No major repairs or maintenance of any Owner/tenant vehicle may be performed in the parking lot.
- 19.9 All costs involved in towing a vehicle are the responsibility of the vehicle's owner.
- 19.10 Parallel parking along the side of Pan Ridge Road is strictly prohibited. Co-owners/tenants must park additional cars in the overflow parking area. Board approval is necessary for more than three four-wheeled vehicles per Unit. Visitors must park their vehicles in the overflow parking area OR the Co-owners/tenants must park in the overflow area to allow visitors to park in their spaces in front of their Units.

19.11 (Article IX, Section 1). The occupants(s) of each of the Newport Run Condominiums will be permitted to park no more than THREE four-wheeled motor vehicles on the premises at any time. Those Co-owners of occupants who have a legitimate bonafide reason for maintaining more than three vehicles on the premises may petition the Board for written exception to this By-Law.

19.12 Motor Vehicles

Operation of all gasoline powered motor vehicles on Newport Run Condominium property shall be restricted to only those macadam surfaces designed for said use.

19.13 Vehicles on Grass

No vehicle should be driven on the sodden grassy area of the Condominium for any reason. Violators will be responsible for repairing any damage to the Condominium common grounds.

19.14 Storage of Vehicles

No storage of any type of motorized vehicle inside a Unit is allowed.

19.15 Vehicle Registration

No vehicle without current registration and tags may be parked on the Condominium property.

20. PERSONAL PROPERTY

20.1 All personal property placed in any portion of the Common Elements shall be at the sole risk of the Owner.

20.2 The Association shall in no way be liable for loss, destruction, damage or theft of such personal property.

20.3 No item of personal property shall be placed or stored, temporarily or permanently, in any Common Area, except as otherwise provided in these Rules and Regulations.

20.4 No noxious or offensive trade or activity shall be carried on within the project or within

any Unit situated thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Co-owners.

- 20.5 There shall be no obstruction of any Common Elements, nor shall anything be stored in the Common Elements without the prior written consent of the Board except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his/her own Unit.
- 20.6 Nothing shall be done or maintained in any Unit or upon any Common Elements, which will increase the rate of insurance on any Unit or Common Elements, or result in the cancellations thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Unit or upon Common Elements, which would be in violation of any law. No waste shall be committed upon any Common Elements.
- 20.7 No structural alterations, construction, addition, or removal of any Unit or Common Elements shall be commenced or conducted except upon the written consent of the Board. The load bearing walls or partitions located immediately above the steel beams passing through each Unit shall not be removed.
- 20.8 No animals, rabbits, livestock, four or poultry of any kind shall be raised, bred, or kept in any Unit or on the Common Elements. Co-owners may request approval for cats or dogs pursuant to Section 21 hereof. These animals are subject to the Rule and Regulations of the Condominium.
- 20.9 No part of the Common Elements shall be used for commercial purposes that shall include any office of a doctor, dentist, lawyer, or other professional.
- 20.10 No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted within any condominium Unit or upon Common Elements. Trash and garbage containers shall not be permitted to remain within public view, including decks, patios, rear or front of Units.
- 20.11 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

21. PETS

- 21.1 Two (2) or fewer dogs, and two (2) or fewer cats each may be kept within a Unit.
- 21.2 Such animal(s) shall not be kept, bred or maintained therein for any commercial purpose.
- 21.3 Owners shall exercise proper care and control of their animals, including keeping any animal in clean and sanitary conditions and controlling excessive barking, to prevent any pet from becoming a nuisance.
- 21.4 All pets shall be carried, or controlled by a leash, or otherwise at all times while on the Condominium property, including entering and leaving the building.
- 21.5 Any Unit Owner or resident who keeps or maintains a pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Council, each of the other Unit Owners and management free and harmless from any loss, claim or liability of any kind arising by reason of keeping or maintaining such a pet within the Condominium.
- 21.6 All pets shall be licensed (if required by law) and inoculated as required by law.
- 21.7 The pet owner will be held responsible for all costs resulting from damage by his or her pet(s) to Common Elements.
- 21.8 A Unit Owner's or resident's privilege to keep a pet can be revoked by the Board of Director's if the Board should declare such a pet a nuisance. In determining whether a pet is a nuisance, the Board will consider, among other factors, the pet's behavior, noise, the pet owner's failure to clean up after the pet.
- 21.9 All animals (dogs and cats) are to be walked, for curbing purposes, by the woods on the woods on either side of Building #4 9338-9352. All animals (dogs and cats) must be under the direct supervision of their owner while outside. **Any animal must be kept on a leash while outside.**

Reminder: The By-Laws require Co-owners/tenants to get approval from the Board of

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Address: 9343 Man Ridge Rd
Order Date: 05-17-2020
Document Not For Circulation
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- Directors for all animals (dogs and cats). Other dangerous and predatory animals such as snakes, spiders and venom bearing creatures are prohibited.
- 21.10 In addition to the foregoing pet rules of the Condominium, Unit Owners and residents should be aware of a Baltimore County ordinance, which holds animal owners responsible for the removal of excrement deposited by their animals on Common Elements outside the Condominium, including public walks, recreation areas and private property. This ordinance requires thorough removal of excrement to prevent odors, bacterial growth and rodents.
- 21.11 Residents must comply with any laws and/or ordinances regarding pets.
- 21.12 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

22. PROHIBITED ACTIVITIES

- 22.1 All residents shall refrain from any act or use of the Unit or Common Elements, which could reasonably cause danger, embarrassment, discomfort, annoyance, or nuisance to other residents.
- 22.2 Each Unit Owner or Resident shall maintain his/her Unit to be in compliance with all Health, Zoning, Building, Fire, Related Codes, and all other Codes of Baltimore County.
- 22.3 Charcoal or propane grills must be kept outside at the rear of the Unit. Charcoal or propane grills may not be stored or used in front or to the side of any Unit. No hibachi, grill, or other similar devices used for cooking, heating or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10ft of any building. No hibachi, grill or other similar devices used for cooking shall be stored on a balcony. All fixed charcoal and wood burning grill or similar devices are prohibited.
- 22.4 No Unit Owner or resident shall allow his or her Unit, to become so full and cluttered with belongings as to cause a fire hazard or unsanitary condition. Hoarding is strictly prohibited.
- 22.5 All residents shall refrain from any act or use of the Unit or Common Elements, which could result in the cancellation of any Condominium insurance.
- 22.6 No Unit shall be used for storage of any dangerous substance that would increase risk or

Board of Directors shall be sent.

23.2 Each Unit Owner shall furnish the Council of Unit Owners with his or her name and current mailing address, phone number and email address in writing by delivering same to the Management Agent within ten (10) days of settlement, or as soon as possible.

23.3 Each Unit Owner is required to provide the Condominium with his or her current mailing address, telephone number, and email address and must notify the Condominium in writing to the Condominium's Managing Company of any change in the Unit Owner's address within ten (10) days. The Unit Owner shall be available to address emergency situations that require immediate attention that may arise in his or her Unit, or designate an individual/company to do so. If the Unit Owner shall so designate an individual/company to be contacted in the event of emergency situations that require immediate attention, the Unit Owner shall file a current Power of Attorney, Management Contract, or other suitable evidence of compliance with this requirement, along with the name, address and telephone number of the designated individual/company, by delivering such to the Condominium's management agent within ten (10) days of the execution of any Lease of his or her Unit.

23.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

24. SALES OF UNITS

24.1 In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of an up to date roster of Unit Owners, each Unit Owner is asked to give the Management Company of the condominium (or his/her designee) timely notice of the Unit Owner's intent to list the Unit for sale, as well as the name, address, and telephone number of the real estate agency and the real estate agent handling the sale/transfer, if any.

24.2 The Unit Owner also must provide the current Master Deed, By-Laws and Rules and Regulations to the selling agent or buyer.

24.3 Upon sale of a Unit, the buyer must furnish the Council of Unit Owners with his or her name and current mailing address in writing by delivering same to the Management Agent within ten (10) days of settlement, or as soon as possible.

24.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

25. TRASH

25.1 Under no circumstances, or for any period of time whatsoever, may any trash or other debris be placed or left in any Common Area.

25.2 Construction debris or large amounts of bulk trash may not be placed in the bulk trash area. Unit Owners must arrange for the removal of all construction debris.

25.3 Trash, recycling, and yard waste should be put out early on the day it is to be collected or after dark the preceding night.

25.4 Under no circumstances may trash be stored outside in bags in any location of the Condominium grounds. Residents are permitted to store trash in an appropriate container with a securely fitting lid at the rear of their home. Storage of trash containers is permitted on the patio or on the area between the patio and the air conditioning condenser if the trash container is kept immediately adjacent to the building. Residents of Buildings 1 and 2 (9301-9331) are permitted to store their trash container(s) at the base of their basement stairs if the trash containers are not visible from the street. Under no circumstances may a trash container be stored in the front of any building, at the side of any building or on any deck. Residents who elect to use trash containers must retrieve their trash containers no later than the evening on which the trash pickup occurred.

25.5 Bulk Trash – The County must be called in order to arrange for the pickup of bulk trash. Do not place bulk trash outside until the night before the designated pickup day.

25.6 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

26. VACANT UNITS

- 26.1 At such times as a Unit shall become vacant and available for rent or sale, the Board of Directors may inspect said Unit pursuant to §3 hereof to insure that basic sanitary, safety and security conditions have been observed. The Board or Management Agent shall provide reasonable notice of not less than forty-eight (48) hours prior to conducting the inspection of the Unit.
- 26.2 Water supplies to washer and icemaker must be turned off if Unit is vacant for more than two (2) weeks.
- 26.3 To prevent freezing of any water in any pipe, plumbing fixture or other facility in the Condominium, each Residential and Commercial Unit Owner, at his or her own expense, shall maintain the temperature inside his or her Unit at not less than fifty-five (55) degrees Fahrenheit from October 13 to April 30 each year, pursuant to §11. E. of the Second Amended and Restated Declaration. (Note: this requirement applies to all Units, except Parking Units, whether such Unit is occupied or vacant.)
- 26.4 Electrical Service may not be disconnected at any time.
- 26.5 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

27. WATER HEATERS

- 27.1 Each Unit Owner shall maintain the water heater located in his/her Unit in good condition.
- 27.2 Water heaters (tank less water heaters excluded) must be replaced accordance with the manufacturer's recommendations or sooner.
- 27.3 Except to the extent that any damage is covered under the provisions of the insurance policies maintained by the Condominium, all costs to repair any damage to the Common Elements or any Unit due to failure of the Unit Owner to maintain his/her water heater in good condition, shall become a continuing lien against the Unit and the personal

obligation of the Unit Owner pursuant to the Condominium's Documents, and shall be collected in the same manner as an assessment.

- 27.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, § 11-111.

28. MISCELLANEOUS

Mailbox

Replacement mailboxes may not be the rural type delivery boxes. They must be attached to the exterior of the building and should not exceed 18" x 12" x 7".

Lighting

Replacement outdoor light fixtures should be reasonable in size and have a black, brass or antique finish. Motion lights may be installed in the front or rear of property.

Storm Doors

Replacement doors must have a baked white enamel finish. Any color other than white must be approved by the Board of Directors in writing, prior to the installation.

Front Doors

Front doors may be painted dark green, black, white, charcoal gray, berry (red) or reddish brown. All trim must be white. No other colors are permitted.

Individual Unit owners are authorized, at their own expense, to replace the existing steel front door with a similar or wooden door. The Board of Directors, on a case-by-case basis, must approve each individual door. Owners must submit the request in writing along with a rendering of or photograph of the proposed door. The co-owner will then assume the responsibility for the maintenance of the door.

Windows

Individual Unit owners are authorized, at their own expense to replace their existing windows and patio doors. The replacement windows must have a baked white finish. The replacement doors must have a brushed aluminum or natural wood frame. If the wood frame is to be painted, then it may only be dark green, black, white, charcoal gray,

berry (red) or reddish brown. No other colors are permitted.

Privacy Barriers

Co-owners shall be permitted to place a privacy barrier at either end of the rear of their Unit to the following specifications:

1. Barriers may be no taller than 6' high and no longer than the length of the porch; board on board design; pressure treated wood only; and have at least one 4" x 4" post (per 4 feet of length) anchored in the ground a minimum so 24". Stains and paint of any kind or color are prohibited.
2. In those areas where it is not possible to go down 24" because of bedrock, the post must be anchored in at least 6' in cement surrounding each post at least 4" from the outside surface of the pole and securely attached to the masonry wall of the building.
3. Under no circumstances are privacy barriers to be anchored to **vinyl siding** of a building.
4. Any co-owner who allows the privacy barrier to fall into a state of disrepair without prompt correction of that condition to the satisfaction of the Board of Directors shall have it removed and the ground at the co-owner's expense.
5. Any damage caused to the common elements of the Newport Run Condominium as defined in the Master Deed and By-Laws of same shall be the full responsibility of the co-owner of the privacy barrier.

Patios

Co-owners without decks may be permitted to enhance the existing concrete patio according to the following specifications/approval and maintenance procedures. The Board of Directors must grant exception to the patio specifications. The Board of Directors must grant approval for the modified patio before construction begins.

1. The modified patio shall be constructed of only pressure treated wood and/or a composite material having natural color, flagstone, brick, decorative patio blocks, or

poured concrete. Stains and paint of any kind or color are prohibited.

2. The maximum size of the patio will be 12' in depth (measured from the foundation wall at the rear of the Unit) x 18' in width.

3. The modified patio must be at ground level. If necessary, steps may be constructed from the base of the sliding door to the patio. The steps must be made of pressure treated wood having natural color, flagstone, brick, decorative patio blocks of concrete. Stains and paint of any kind or color are prohibited.

4. The surface of the modified patio must be flat; however, it must have the appropriate slope to channel water away from the rear of the Unit (1/4 inch of drop for each 3 feet of length). It is the co-owner's responsibility to flush with appropriate material in order to make the modified patio level.

5. Under no circumstances shall the modified patio be attached to the exterior of the building.

6. The existing concrete patio cannot be removed unless the Board of Directors grants prior approval in writing. It is preferred that the modified patio be constructed over the existing concrete patio pad if possible and practical.

7. It shall be acceptable to utilize the modified patio structure as an alternative air conditioner/heating unit pad. However, the air conditioning/heating unit pad must be replaced by the Co-owner upon discontinuance of the modified patio.

8. The patio structure shall allow free access to drainage and utility facilities.

9. Any damage caused to the Common Elements of the Newport Run Condominium as defined in the Master Deed and By-Laws of same shall be the full responsibility of the Co-owner of the patio.

10. Maintenance of the modified patio shall be the strict responsibility of the co-owner of that Unit. Any Co-owner or future co-owner who allows the modified patio to fall

into a state of disrepair without prompt correction of the condition to the satisfaction of the Board of Directors shall have it removed and the common grounds restored to their original condition at the co-owner's expense. If the original patio pad was removed, it will be the Co-owner's responsibility to install a 5' x 7' concrete pad with concrete step.

The Board of Directors reserves the right to inspect the completed modified patio to determine if it meets all the above specifications. The Board will request that the Co-owner of a non-compliant modified patio make the alterations necessary to achieve compliance with 60 days from the inspection date. Failure to comply within 60 days shall result in the removal of the modified patio and the common grounds being restored to their original condition by the Board, at the Co-owner's expense.

Newport Run Condominium will not assume responsibility for the modified patio structure.

Planting Areas

Front of Unit: The area between the Unit and the sidewalk is available to the co-owner of that Unit for planting flowers and shrubs, providing it does not affect the foundation of any Unit or extend over any walkway. Co-owners must keep this area free of debris, weeds and trim their shrubs. If any Co-owner of future Co-owner, who allows this area to fall into a state of disarray without prompt correction, the Board of Directors shall have it restored to its original condition at the co-owner's expense.

Back of Unit: The area between the 5' x 7' patio and air conditioner pad extending from the Unit to a line extending from the end of the patio is available for unrestricted plating, providing it does not affect the foundation of any Unit. Co-owners must keep this area free of debris, weeds, and trim their shrubs. If any co-owner of future co-owner who allows this area to fall into a state of disarray without prompt correction, the Board of Directors shall have it restored to its original condition, at the Co-owner's expense.

Landscaping

Co-owners/tenants wishing to add shrubs, trees, plants, landscaping, etc. to beautify the Common Elements surrounding their Unit may do so, providing it does not interfere with

the ability of the lawn mowing service to cut the grass with their 48" mowers. Co-owners must keep this area free of debris, weeds, trees and shrubs trimmed. Any co-owner or future co-owner who allows this area to fall into a state of disarray without prompt correction of the condition to the satisfaction of the Board of Directors shall have it restored to their original condition at the Co-owner's expense.

Woodpiles

Woodpiles must be kept neatly stacked by the owner of the woodpile and must be at least 12" from the foundation. The woodpile must not interfere with regular grounds maintenance. Woodpiles must be at the rear of the Unit unless written the Board of Directors grants approval.

Picnic Tables

Picnic tables may be placed behind or to the side of a Unit. The co-owner assumes full responsibility for all grounds maintenance within 12" of the table and the area under the table and benches.

Children's Recreational Units

Permanent fixed children's recreational Unit(s) is prohibited.

Proxies

(Article IX, Section 5). This section shall limit the issuing of a proxy only to another co-owner. Leaseholders are explicitly restricted from holding proxy.

Voting Rights

Voting Rights for all purposes on condominium matters shall be conferred upon the co-owner whether the co-owner resides in the Unit or leases such Unit. All Co-owners leasing their Units shall, in writing, make sure the Board aware of an address to which correspondence can be mailed to them. Voting rights are strictly prohibited from being assigned to the lessee in any matter.

Aerials/Antennas

In accordance with FCC regulations, the By-Law prohibiting outside antennas are modified as follows: Mini satellite dishes may be placed on the roof of the Co-owner's Unit provided:

Order: VP32LS2GP
Address: 9943 Pen Ridge Rd
Order Date: 05-17-2023
Document: Not For Release
LaneWiseDocc

1. The Co-owner provides written notice to the Board that the dish will be installed, prior to the installation.
2. The notice shall contain a written statement by the Co-owner accepting all responsibility and maintenance for, and resulting from, the dish including any damages caused by it, or as a consequence of damage caused to it. This notice must be filed prior to the actual installation.
3. The mini satellite dish must be placed on the rear of the Co-owner's roof, and must be out of sight from the street.

Exhibit A

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is to that certain lease dated _____ ("Lease") for those premises known as Unit with an address of _____, Baltimore, Maryland _____ (the "Unit") in Newport Run Condominium (the "Condominium"), Baltimore County, Maryland, and is made this ___ day of _____, 20____, by and between _____; owner(s) of the Unit (hereinafter called "Landlord") and (the "Tenant"), who comprise all of the Tenants leasing the above-referenced Unit in the Condominium.

WITNESSETH that the Landlord and the Tenant covenant and agree as follows:

The premises which are the subject of the Lease are located within Newport Run Condominium Community. The Condominium is an Intended Third Party Beneficiary hereof.

The Lease is subject to and must be consistent with the provisions of the Condominium's Documents (Master Deed and By-Laws) together with any and all exhibits, schedules, or certificates thereto, and the Rules and Regulations of the Condominium, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Condominium's Documents, Rules and Regulations, or this Addendum, the provisions of the Condominium's Documents, Rules and Regulations, or this Addendum shall prevail, in that order.

The Lease grants Tenant a leasehold estate interest in the Unit. Landlord retains all membership rights in the Condominium including without limitation, the right to vote. The right of Tenant to use and occupy the premises shall be subject and subordinate in all respect to Landlord's right to do the same, pursuant to the provisions of the Master Deed and By-Laws, and such Rules and Regulations, subject to the provisions of Paragraph 6(b)(iii), hereof.

Tenant acknowledges receipt of a copy of the Master Deed, the By-Laws, and the Rules and Regulations of the Condominium. Tenant agrees to abide by and comply with all provisions of the Master Deed, By-Laws, and Rules and Regulations. Tenant further acknowledges that Tenant's failure to abide by and comply with all provisions of the Master Deed, By-Laws, and/or the Rules and Regulations shall constitute a material breach of the Lease. Tenant shall control the conduct of his family, guests, agents, licensees and invitees to assure compliance with the foregoing and shall indemnify and hold the Condominium harmless from any direct or indirect damages for any such person's failure to so comply.

Tenant agrees to inspect the Unit for, and to immediately notify the Condominium management

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Address: 9943 Pan Ridge Rd
Order Date: 05-17-2023
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and the Landlord of, any fire, water, wall, ceiling, floor, window, door, skylight, chimney, roof, water heater, or plumbing fixture damage or malfunction, and the like.

6. Condition of Premises; Repairs; Use of Premises.

a. The premises are hereby acknowledged to be in a condition permitting habitation with reasonable safety and Tenant accepts said premises in such condition. Tenant agrees to keep the premises in a good, safe and clean condition; to make no alterations, additions, or changes in the said premises or the fixtures thereof (nor to permit such to occur) without the written consent of the Landlord and the Board; to commit no waste thereon; to obey all laws, ordinances, and the Master Deed, By-Laws, and Rules and Regulations affecting the premises; anything that will increase the cost of the Condominium's or the Landlord's policy or policies of insurance, including without limitation, flood, fire, liability and/or hazard loss insurance coverage; and to surrender the premises at the termination hereof in like condition as when taken, reasonable wear and tear excepted.

b. In addition to the foregoing, Tenant specifically agrees that the use of the premises shall conform to the following:

i. Right of Access. The Board or its authorized designee, on behalf of the Condominium, shall have an irrevocable right and an easement to enter Unit to inspect the same and/or make repairs when such inspection or repairs reasonably appear necessary for public safety or to prevent damage to other Units or the Common Elements, or to enforce the provisions of the Master Deed, By-Laws, and Rules and Regulations of the Condominium. Except in cases involving manifest danger to public safety or property (in which case entry may be effected immediately), the Board or its authorized designee, shall give at least twenty-four (24) hours notice to the Unit Owner and/or Tenant of any Unit to be entered for the purpose of inspection and/or repairs. Should any Unit Owner or Tenant, after being given notice, fail to allow access to his or her Unit for inspection and/or the performance of repairs, the Board, or its authorized designee, may affect such needed access at the Tenant's or Owner's expense. An entry by the Board or its authorized designee, on behalf of the Condominium, for the purpose specified in this section shall not be considered a trespass. Any cost of effecting access and any maintenance, repair or replacement made by the Board or its authorized designee to a Unit shall be assessed against the Owner of the Unit, shall become a continuing lien against the Unit and the personal obligation of the Owner pursuant to the Condominium's Documents, and shall be collected in the same manner as an assessment.

ii. Assignment and Subleasing. Tenant agrees and covenants not to assign, sublet, or transfer

said premises. Any such assignment, subletting or transfer of said premises shall be null and void and shall constitute a material breach of the lease.

111. **Use of Common Elements.** The Landlord hereby transfers and assigns to the Tenant for the term of the Lease any and all rights and privileges that the Landlord has to use the Common Elements of the Condominium (as defined and governed by the Rules and Regulations of the Condominium). Landlord and Tenant acknowledge that the Condominium reserves the right to withhold from Tenant access to Common Element amenities) in the event that Tenant or Landlord is found not to have complied with any of the provisions of the Master Deed, By-Laws, or Rules and Regulations of the Condominium.

iv. **Remedies of the Condominium.** Landlord and Tenant acknowledge and agree that the Condominium is the Third Party Beneficiary of the Lease and this Addendum to Lease and that the Board shall, after thirty (30) days written notice to Landlord, have the power and authority to terminate the Lease as if it were the Landlord, or to bring legal proceedings to evict the Tenant in the name of the Landlord, in the event of a default by the Tenant in the performance of any provisions of the Lease or of this Addendum to Lease or the Master Deed, By-Laws, and Rules and Regulations of the Condominium. Landlord hereby appoints the Condominium and its agents as his or her attorney-in-fact to take all actions it deems appropriate on his or her behalf. All costs and attorney's fees incurred by the Condominium to evict the Tenant will be assessed against the Unit and the Unit Owner thereof.

v. **Private Garnishment Right.** Landlord and Tenant acknowledge and agree that it is the responsibility of the Landlord to pay all Condominium assessments and charges levied against the Unit herein leased, or Unit Owner thereof, in accordance with the Condominium Documents or the Rules and Regulations. In the event of non-payment of Condominium assessments or other charges by Landlord, the Condominium, or its authorized agent, is hereby authorized by Landlord to collect all delinquent assessments and other charges directly from Tenant and Tenant is hereby granted by Landlord the right to deduct such amounts paid to the Condominium from the rental due Landlord. In no event shall Tenant be required to pay the Condominium more than the amount of rent due to Landlord by Tenant in a given month, but Tenant is hereby required to pay all of the rent due to Landlord to the Condominium each month until the total amount due to the Condominium is paid.

vi. **Binding Effect.** It is mutually understood and agreed that all the covenants and agreements contained in this Addendum to Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Landlord, Tenant and the Condominium. Further, the parties agree that all the covenants and agreements contained in this Addendum to

Lease shall be deemed to be part of the Lease itself and incorporated entirely within the Lease as if included therein originally. Further, the parties agree that, in case of conflict between the Lease and this Addendum to Lease, the Addendum to Lease shall prevail. Further, the parties agree that the singular shall include the plural and the male gender shall include the female, or both male and female, whenever the context shall so require. In the event that two or more persons or entities are listed above as Tenants, the liability of such persons or entities shall be joint and several.

vii. **Severability.** Should any clause, sentence, or paragraph of this Addendum to Lease violate any law, ordinance, or constitution hereto, the clause, sentence, or paragraph shall be null and void. However, in the event of such an invalid clause, sentence, or paragraph, the remainder of the clauses, sentences, or paragraphs of this Addendum to Lease shall continue in full force and effect, as if such invalid clause, sentence, or paragraph had not originally have been included herein. The captions at the beginning of each paragraph of this Addendum to Lease are for reference purposes only and are not intended to define, limit, affect, or supplement any provisions of this Agreement.

ix. **Default.** It is understood and agreed that this Addendum to Lease is and shall be subject in all respects to the Master Deed, By-Laws, and Rules and Regulations of the Condominium. And that failure by Tenant to conform with the foregoing shall constitute a default under this Addendum to Lease which may be cured by Landlord in the manner set forth in the Lease and which further may be cured by the Condominium in the manner set forth in Paragraph 6(b) (v) hereof.

7. Tenant acknowledges that Tenant is required to obtain and maintain a renter's insurance policy which provides that both property damage and liability coverage for Tenant during the entire term of the Lease. The liability coverage limits provided by said policy shall be not less than three hundred thousand dollars (\$300,000.00). Tenant shall provide Landlord with a certificate of insurance or copy of the declarations sheet evidencing compliance with this section. Failure by a Tenant to obtain and maintain such renter's insurance will be deemed a material breach of the Lease. Landlord acknowledges and states for the benefit of the Condominium that Landlord is responsible for ensuring that the Tenant obtains and maintains the proper renter's insurance policy referenced above. In the event that Tenant fails to obtain and maintain a renter's insurance policy, the Landlord acknowledges that he or she is personally liable for any damage which is not covered by the Condominium's master casualty insurance policy or Landlord's insurance policy. In addition, Landlord acknowledges and states for the benefit of the Condominium that in the event of an insured loss to a Unit or Common Element under the Condominium's master casualty insurance policy, if the loss originates in the Unit, then the deductible amount of five thousand

dollars (\$5,000.00) or such greater amount as may be permitted from time to time by the Maryland Condominium Act shall be paid by Landlord without regard to negligence of the Landlord or his or her Tenant, guest or invitee. The cost of said deductible shall constitute a lien upon the Unit and collected in the same manner as an assessment. Landlord and Tenant acknowledge and agree that in the event of an insured loss under the Condominium's master insurance policy caused by the negligence or willful misconduct of Tenant, the insurance carrier has the ability and the right to subrogate any and all claims against the Tenant.

Landlord and Tenant state for the benefit of the Condominium that there shall be no other Tenants or occupants of the premises except as named in the Lease and this Addendum to Lease. Landlord and Tenant acknowledge that the number of persons in the proposed Tenant household shall not be greater than is permitted by either, the Condominium's Documents and Rules and Regulations, the Lease, or the local occupancy requirements, or the lesser thereof.

Landlord acknowledges that Landlord is required to provide the Condominium with the Landlord's current mailing address and telephone number, and must notify the Condominium in writing to the Condominium's managing agent of any change in the Landlord's address within ten (10) days. Landlord shall be available to address emergency situations that require immediate attention that may arise in the Unit, or designate an individual/company to do so. If Landlord has designated an individual/company to be contacted in the event of emergency situations that require immediate attention, Landlord shall file a current Power of Attorney, Management Contract, or other suitable evidence of compliance with this requirement, along with the name, address and telephone number of the designated individual/company, by delivering a such to the Condominium's management agent within thirty (30) days of the execution of the Lease.

Landlord and Tenant agree that Landlord shall provide a copy of the Lease, Addendum to Lease, and Tenant's Certificate of Insurance or declarations sheet to the condominium by delivering a copy of each to the Condominium's managing agent within thirty (30) days of the execution of the Lease.

The Lease and this Addendum to Lease shall be governed and construed in accordance with the laws of the State of Maryland.

LANDLORD AND TENANT HEREBY ACKNOWLEDGE THAT THEY WERE ADVISED AND AFFORDED AN OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL PRIOR TO EXECUTING THIS ADDENDUM TO LEASE. THIS ADDENDUM TO LEASE IS NOT INTENDED TO RESTRICT LANDLORD AND TENANT FROM INCORPORATING INTO THE LEASE ANY PROVISIONS TO WHICH THEY MAY AGREE SO LONG AS SUCH PROVISIONS DO NOT CONFLICT WITH PROVISIONS WHICH ARE INCLUDED IN THIS ADDENDUM TO LEASE

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PROTECTING THE RIGHTS OF THE CONDOMINIUM, OR THE CONDOMINIUM'S MASTER DEED, THE BY-LAWS, RULES AND REGULATIONS, MARYLAND OR LOCAL LAW, AND ARE NOT CONTRARY TO PUBLIC POLICY.

IN WITNESS WHEREOF, and as for the date and year first hereinabove written, if the parties hereto have set their respective hands and seals to separate counterparts of this Addendum to Lease, all of which shall constitute an original.

IN WITNESS WHEREOF, and as for the date and year first hereinabove written, the parties hereto have set their respective hands and seals hereto.

_____ (SEAL) Witness Landlord
Address

_____ (SEAL) Witness Tenant
Address

Service Contract(s)
Newport Run Condominium Association

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Special Assessments
Newport Run Condominium Association

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Structural Deficiencies/Health
Newport Run Condominium Association

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