

MD CONDOMINIUM RESALE CERTIFICATE

Rockland Run Condominium

Current Owner: Eric Caplan

Property Address: 7 Suntop Ct Unit: Unit 101

Baltimore, MD 21209-1369

Date Prepared: 06-30-2023

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.

The following items, which the selling unit owner must provide to the purchaser, are attached to this Certificate:

1. A copy of the declaration (other than plats);
2. A copy of the by-laws; and
3. A copy of the rules and regulations of the condominium
4. The following information should be conveyed by the selling unit owner to the purchaser.

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

The selling unit is subject to a common expense assessment as follows:

\$402.00

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:

The account has a \$402.00 credit available.

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. **yes**

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. **yes**

Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners:

None

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

The current operating budget of the Condominium is attached and is for fiscal year:

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Rockland Run Condominium

2023

Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund?

Yes

Judgments against the Condominium as of the date of this Certificate are:

None

Unsatisfied judgments as of the date of this certificate are listed here. 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

The insurance policies provided for the benefit of the Association can be obtained from:

See COI

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 Metropolis Condominium Management, 4307 Gallatin Street, Hyattsville, MD 20781. The terms of the policy prevail over the description given in this Certificate.

**See COI
Attached**

The Council of Unit Owners has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Condominium:

None

The recreational or other facilities which are to be used or maintained by the unit owners or the Council of Unit Owners are:

Swimming Pool

Are these facilities part of the common elements?

Yes

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.

Yes

MD CONDOMINIUM RESALE CERTIFICATE

Rockland Run Condominium

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

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

Name: Benjamin Colbert
Title: BENJAMIN COLBERT

Phone: 301-779-1800
Date: 06-30-2023

Benjamin Colbert

Signature

MD CONDOMINIUM RESALE CERTIFICATE

Rockland Run Condominium

Comments

Please collect a \$75 new account set up fee payable to Metropolis Management 4307 Gallatin Street Hyattsville MD 20781. This check should be separate from any other fees/dues. Please contact the manager community@mymetropolis.net to set up an owner account.

If Your account is delinquent and has been referred to legal counsel for collections. For information about your account, you will need to contact the attorney.

THIS DISCLOSURE IS INTENDED STRICTLY FOR THE USE OF REAL ESTATE AND LENDING PROFESSIONALS. THIS INFORMATION, WHILE DEEMED TO COME FROM RELIABLE SOURCES, IS NOT GUARANTEED. PROSPECTIVE BUYERS OF REAL ESTATE SHOULD SEEK APPROPRIATE AND COMPLETE DISCLOSURES FROM THE SELLER OF THE SUBJECT PROPERTY. THE RESPONSES HEREIN ARE MADE IN GOOD FAITH AND TO THE BEST OF MY ABILITY AS TO THEIR ACCURACY.

**Articles of Incorporation
Rockland Run Condominium**

Order REZ/CM 150
Adams, et al. Plaintiff v. Unit 101
Rockland Run Condominium
Litigation, et al. for relief
from violation

THE COUNCIL OF UNIT OWNERS
OF
ROCKLAND RUN CONDOMINIUM, INC.

ARTICLES OF INCORPORATION

THIS IS TO CERTIFY:

That I, Robert M. Gordon, whose post office address is c/o Shaw, Pittman, Potts & Trowbridge, 1800 M Street, N.W., Washington, D.C. 20036, being at least eighteen years of age, do hereby declare myself as incorporator with the intention of forming a corporation under and by virtue of the general laws of the State of Maryland, and for such purpose do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I. The name of the corporation (hereinafter called the "Corporation") shall be: THE COUNCIL OF UNIT OWNERS OF ROCKLAND RUN CONDOMINIUM, INC.

ARTICLE II. The period of existence and duration of the life of this Corporation shall be perpetual, subject to the right of the unit owners to terminate the condominium regime as provided in Section 11-123 of the Horizontal Property Act of the State of Maryland (the "Act").

ARTICLE III. The principal office for the transaction of business of this Corporation shall initially be located in the County of Montgomery, State of Maryland, at: 8401 Connecticut Avenue, Chevy Chase, Maryland 20815.

Order # PEZECUS50
Address: 7 Suntop Ct Unit 101
Order Date: 06-30-2023
Document not for resale
HomeWiseDocs

The following named corporation shall be designated as the statutory resident agent of this Corporation, and said resident agent is a corporation organized and existing under the laws of the State of Maryland:

Corporation Trust, Incorporated
First Maryland Building
25 South Charles Street
Baltimore, Maryland. 21201

ARTICLE IV. The general purposes for which this Corporation is formed, and the business or objects to be carried on and promoted by it, are as follows:

(a) to organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any member or other individual;

(b) to be the Council of Unit Owners (the "Council") of Rockland Run, A Condominium (the "Condominium"), a condominium regime established pursuant to a Declaration, Bylaws, and Plat recorded among the Land Records of Baltimore County, Maryland on January 26, 1982.

(c) to provide for the acquisition, construction, management, maintenance, and care of the common elements at Rockland Run Condominium and any other property belonging to the Corporation.

For the general purposes aforesaid, and limited to those purposes, this Corporation shall have the following powers:

(a) to construct, improve and maintain, operate and purchase, lease, and otherwise acquire, hold, own, sell,

Order PD/PA-2-FC
Office of the County Clerk
County of Baltimore
Baltimore, Maryland
21201

convey, assign or exchange, pledge, mortgage or encumber, all kinds of property, real, personal, tangible and intangible necessary or incidental to the furtherance of the business of this Corporation; and

(b) to borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, deed of trust, pledge, or other lien; and

(c) to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the purposes of the Corporation; and

(d) to exercise, perform, and to have, without limitation, all of the powers, functions and duties of the Council in accordance with the Declaration and Bylaws of the Condominium; and

(e) insofar as permitted by law, to do any other thing that in the judgment of the Board of Directors of the Council, will promote the purposes of the Condominium or the common benefit of the members of the Council and, in general, to exercise the powers set out in the Section 11-109 of the Act, or any successor thereto, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in this Charter, the Act, the Declaration and the Bylaws.

ARTICLE V. This Corporation shall be without capital stock, shall have no authority to issue capital stock, and will not be operated for profit. This Corporation does not contemplate the distribution of gains, profits or dividends to any of its members. The members of this Corporation shall not be personally liable for the debts, liabilities, or obligations of this Corporation, except as specifically provided for in the Act.

ARTICLE VI. Every person, group of persons, corporation, partnership, trust or other legal entity or any combination thereof, who is a record owner of a fee interest in any condominium unit in the Condominium shall be a member of this Corporation; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a member solely by reason of such interest.

The property, voting and other rights and privileges of membership, the liability of each member for assessments for common expenses, and the method of collection thereof, shall be as set forth in the Declaration and Bylaws of the Condominium and the Exhibits thereto.

ARTICLE VII. In the event any member sells, assigns or otherwise transfers of record the fee interest in any condominium unit in which he holds the interest required for

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membership, such member shall conclusively be deemed to have assigned the membership in this Corporation appurtenant to such condominium unit to the transferee of the condominium unit. The foregoing requirement shall not apply in the event a condominium unit is transferred as aforesaid solely as security for the performance of an obligation. Except as provided in this Article, membership shall not be transferable.

ARTICLE VIII. The number of Directors of this Corporation shall be an uneven number of not less than three (3) nor more than five (5), and the names and post office addresses of the Directors who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified are:

<u>Name</u>	<u>Address</u>
Ellen G. Murray	8401 Connecticut Avenue Chevy Chase, MD 20815
Michael F. Johnson	8401 Connecticut Avenue Chevy Chase, MD 20815
Douglas J. Long	8401 Connecticut Avenue Chevy Chase MD 20815

The qualifications, powers, duties and tenure of the office of Directors and the manner by which Directors are to be chosen shall be as prescribed and set forth in the Bylaws of the Condominium. Officers of this Corporation shall be elected and shall serve as provided for in said Bylaws.

ARTICLE IX. The Corporation shall indemnify every officer and Director of the Corporation against any and all expenses,

including attorneys' fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding, if approved by the then Board of Directors of the Corporation) to which he may be made a party by reason of being or having been an officer or Director of the Corporation whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Corporation, or former officer or former Director of the Corporation may be entitled.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Corporation and the Condominium. No contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any corporation, firm or association in

Order: R-21-01-010
Address: 2101-67, 41-110-101
Order: 100-100-100
Document: not for release
Date: 10/10/10

which one or more of the Directors of this Corporation are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorized or approves the contract or transaction, or because his or their votes are counted for such purposes, if any of the conditions specified in any of the following paragraphs exist:

(a) the fact of the common directorate or interest is disclosed or known to the Board of Directors and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote of a majority of disinterested directors, even if the disinterested directors constitute less than a quorum; or

(b) the fact of the common directorate or interest is disclosed or known to the members and they authorize, approve or ratify the contract or transaction in good faith by a majority of the votes cast by the members entitled to vote other than those votes appertaining to common or interested Directors.

(c) the contract or transaction is fair and commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or any committee thereof or of a meeting of the

members, as the case may be, at which the contract or transaction is authorized, approved or ratified.

ARTICLE X. Subject to the limitations set forth in the Declaration and the Bylaws of the Condominium, the Corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 6th day of April, 1982.

WITNESS:

Francis P. Hugel

Robert M. Gordon (SEAL)

STATE OF MARYLAND
COUNTY OF MONTGOMERY

)
) ss:
)

BE IT REMEMBERED, that on this 6th day of April, 1982, personally appeared before me, a Notary Public in and for the State and County aforesaid, Robert M. Gordon, a party to the foregoing Articles of Incorporation, known personally to me as such, and I having first made known to him the contents of said Articles of Incorporation, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, and he acknowledged the facts therein.

GIVEN under my hand the year and day first above written.

Patricia Williams
Notary Public

My Commission Expires:

April 30 1986

Budget

Rockland Run Condominium

Order: 1912101010
Address: 10000 Rockland Run Blvd
Order Date: 09/10/2019
Location: 10000 Rockland Run Blvd
City: Rockland, NJ

Budget
Rockland Run Condominium

Order: RFZFCH3FQ
Address: 7 Suntop Ct Unit 101
Order Date: 08-30-2023
Document not for resale
HomeWiseDocs

ROCKLAND RUN CONDO - Actuals through 07/31/2022				
	YTD Actual	Projected YE	2022 Budget	2023 Budget
Revenues				
304010.00 - Assessment Income (1)	\$463,436	\$794,461.71	\$795,590	\$859,237
304020.00 - Late Fee Income	\$5,892	\$10,100.57	\$10,000	\$10,000
304030.00 - Interest Income		\$0.00		\$123
304050.00 - Reimbursed Legal Costs	\$462	\$792.00	\$2,500	\$1,000
304060.00 - Miscellaneous Income	\$7	\$12.00	\$100	\$150
304095.00 - Insurance Claim Revenue	\$6,950	\$11,914.29		
Total Revenue	\$476,747	\$817,281	\$808,190	\$870,510
Expenses				
Grounds				
406110.00 - Landscaping Contract	\$15,454	\$26,492.57	\$34,000	\$33,000
406113.00 - Grounds OMR	\$1,820	\$3,120.00	\$2,000	\$2,000
406130.00 - Snow Removal	\$25,460	\$43,645.71	\$10,000	\$10,000
406140.00 - Tree Care	\$13,084	\$22,429.71	\$10,000	\$8,000
TOTAL Grounds	\$55,818	\$95,688	\$56,000	\$53,000
Pool				
406475.00 - Pool Repair & Maintenance	\$6,610	\$11,331.43	\$8,000	\$8,800
406483.00 - Pool Supplies & Equipment	\$551	\$944.57	\$1,000	\$1,200
406498.00 - Pool Management	\$20,016	\$22,000.00	\$26,000	\$26,000
406480.00 - Poolhouse Cleaning		\$0.00	\$1,200	\$1,000
TOTAL Pool	\$27,177	\$34,276	\$36,200	\$37,000
General & Administrative				
406010.00 - Audit		\$0.00	\$1,900	\$1,900
406040.00 - Property Management	\$30,090	\$51,582.86	\$51,582	\$53,021
406050.00 - Bank Charges	\$28	\$48.00	\$100	\$200
406060.00 - Insurance Premium	\$56,214	\$96,366.86	\$81,193	\$72,296
406063.00 - Insurance Deductible		\$0.00	\$10,000	\$10,000
406087.00 - Website		\$0.00	\$390	\$390
406070.00 - Postage & Copying	\$462	\$792.00	\$3,000	\$3,500
406080.00 - Legal Services	\$4,366	\$7,484.57	\$8,000	\$7,500
406099.00 - Administrative Expense	\$2,907	\$4,983.43	\$15,000	\$15,000
406490.00 - Bad Debts Expense		\$0.00	\$1,000	\$1,000
406098.00 - Taxes & Licenses II		\$0.00	\$1,500	\$1,500
TOTAL General & Administrative	\$94,067	\$161,258	\$173,665	\$166,307
Building Improvements				
406411.00 - Janitorial Contract	\$19,840	\$34,011.43	\$38,000	\$30,000
406435.00 - Sprinkler/Fire Alarm	\$7,023	\$12,039.43	\$10,000	\$11,000
406445.00 - Bldg Maint. & Repairs	\$97,585	\$167,288.57	\$175,000	\$188,503
406406.00 - Plumbing Repairs - Projects	\$31,470	\$53,948.57	\$55,000	\$77,000
406415.00 - Lock Repairs	\$658	\$1,128.00	\$100	\$100

Condo Income (2022-2023)
 Management Building (2022-2023)
 Condo Maintenance

406447.00 - Pest Control Contract	\$2,903	\$4,976.57	\$5,500	\$6,000
406460.00 - Fire Extinguisher		\$0.00	\$2,000	\$2,000
406429.00 - Building Supplies & Equip		\$0.00		\$4,000
407031.00 - Carpet Cleaning	\$5,055	\$5,005.00		\$2,500
406440.00 - Electrical Repairs - Projects		\$0.00	\$5,000	\$5,000
406443.00 - Electrical/Maint Supplies	\$671	\$1,150.29	\$1,000	\$1,000
TOTAL Building Improvements	\$165,205	\$279,548	\$291,600	\$327,103
Utility Expense				
406055.00 - Telephone	\$1,454	\$2,492.57	\$3,000	\$2,500
406120.00 - Trash Removal Contract	\$10,750	\$18,428.57	\$27,125	\$25,800
406123.00 - Bulk Trash Removal	\$2,866	\$4,913.14	\$1,000	\$2,500
406310.00 - Electric	\$69,526	\$78,000.00	\$78,000	\$56,000
406320.00 - Water & Sewer	\$5,383	\$6,000.00	\$6,000	\$6,000
406330.00 - Gas & Gas Delivery	\$36,162	\$55,000.00	\$55,000	\$45,000
406190.00 - HVAC Contract	\$250	\$428.57	\$500	\$300
TOTAL Utility Expense	\$126,141	\$165,263	\$170,625	\$138,100
Reserves				
407010.00 - Replacement Reserve	\$22,247	\$38,137.71	\$80,100	\$89,000
TOTAL Reserves	\$22,247	\$38,138	\$80,100	\$89,000
406444.00 - Gas Inspection		\$0.00		\$10,000
407033.00 - Roofing Expenses	\$45,985	\$78,831.43		\$50,000
Total	\$46,235	\$78,831	\$0	\$60,000
Total Expense	\$536,890	\$853,002	\$808,190	\$870,510
Net Income	-\$60,143	-\$35,721	\$0	\$0
1 Includes an 8% increase				

Order: RFZFCNSFO
Address: 7 Suntop Ct Unit 101
Order Date: 06-30-2023
Document not for resale
HomeWiseDocs

Bylaws

Rockland Run Condominium

Order: K12180140170
address: 7000 Kings Ct, Unit 1104
Crested Butte, CO 81002-2010
Document ref: 1011040170
-1000/1000/1000

Bylaws
Rockland Run Condominium

BYLAWS

ROCKLAND RUN, A CONDOMINIUM

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ROCKLAND RUN
 10000 Rockland Run
 Unit 100
 Rockland Run, MD 21080
 Telephone: 410-326-1111
 Fax: 410-326-1112

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BYLAWS

ROCKLAND RUN, A CONDOMINIUM

ARTICLE I

IDENTIFICATION OF THE CONDOMINIUM AND DEFINITIONS

1.1 Identification of the Condominium

A. The name of the Condominium is: ROCKLAND RUN, A CONDOMINIUM. The Condominium is located at 10 Longstream Court, Baltimore, Maryland.

B. The Condominium was submitted to the provisions of the Horizontal Property Act, Title XI, Sections 11-101 et seq. of the Real Property Article, Annotated Code of Maryland (1974 Repl. Vol., 1981 Cum. Supp.), as amended (the "Act") by a Declaration and Plat recorded simultaneously herewith. These Bylaws are adopted pursuant to the Act, and provide for the self-government of the Condominium by the Council of Unit Owners, which has been or is intended to be incorporated as a Maryland non-profit corporation known as "The Council of Unit Owners of Rockland Run, A Condominium, Inc."

1.2 Definitions

Each of the following terms, as used in these Bylaws, shall have the same meaning as the meaning ascribed to it in the Condominium Declaration: "Council" or "Council of Unit Owners"; "Board of Directors"; "Buildings"; "Bylaws"; "Common Elements"; "Common Expenses and Profits"; "Condominium"; "Condominium Instruments"; "Condominium Plat"; "Condominium Unit"; "Declarant"; "Declaration"; "First Mortgagee"; "Fractional Interest"; "Person"; "Identifying Number"; "Land"; "Limited Common Elements"; "Managing Agent"; "Parking Areas"; "Person"; "Record"; "Rules and Regulations"; "Unit"; and "Unit Owner."

ARTICLE II

ADMINISTRATION; APPLICABILITY

2.1 Administration

The administration and management of the Condominium and the actions of the Unit Owners and the Council of Unit Owners and its Board of Directors and officers shall be governed by these Bylaws. The Council shall be incorporated. The Council's mailing address is 10 Longstream Court, Baltimore, Maryland 21209.

2.2 Applicability

All present and future Unit Owners and their tenants, licensees, invitees, servants, agents, employees and any other person or persons who are permitted to use the Condominium shall be subject to these Bylaws and the other Condominium Instruments and to the Rules and Regulations of the Council. Acquisition, rental or occupancy of a Unit shall constitute the Unit Owner's, tenant's or occupant's acceptance and ratification of, and agreement to comply with, these Bylaws and other Condominium Instruments, and any Rules and Regulations now existing or hereafter adopted.

Only Date: 06/30/2020
 Condominium Instruments
 Conveyance

ARTICLE III

COUNCIL OF UNIT OWNERS

3.1 Qualification

All Unit Owners in the Condominium, acting as a group in accordance with the Act and the Condominium Instruments, shall constitute the members of the Council of Unit Owners ("Council"). Any Unit Owner, upon acquiring title to a Unit, shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time such Unit Owner's membership in the Council shall automatically cease. A person who holds any interest in a Unit solely as security for the performance of an obligation shall not be a member of the Council by virtue of such security interest.

3.2 Powers and Responsibilities

Pursuant to Section 11-109(b) of the Act, and except as otherwise expressly provided in these Bylaws or in the Declaration, the powers and responsibilities assigned by the Act to the Council are delegated to the Declarant pursuant to the Declaration until Units to which fifty-one percent (51%) of the votes in the Council appertain have been conveyed.

3.3 Place of Meetings

Meetings of the Council shall be held at such place as may be designated by the Board of Directors and stated in the notice of the meeting.

3.4 Annual Meeting

(a) The first annual meeting of the Council shall be held at a time and place to be designated by the Board of Directors: (i) within 90 days after Units to which fifty-one percent (51%) of the votes in the Council appertain have been conveyed, or (ii) on such earlier date as may be established by the Board of Directors. Thereafter, an annual meeting of the Council shall be held on a date to be established by the Board of Directors, but not later than 30 days prior to the end of the fiscal year. The annual meeting of the Council shall be held for the election of directors and the conduct of such other business as may be properly brought before the meeting.

(b) Following the first annual meeting of the Condominium, the Council shall register with the Department of Assessments and Taxation of the State of Maryland. In such registration, the Council shall provide the Department with the names and mailing addresses of the Condominium's officers and directors. An updated list, including the names and addresses of the Condominium's resident agent and Managing Agent, shall be provided to the Department by April 15 of each year thereafter.

3.5 Special Meetings

A special meeting of the Council may be called at any time after the first annual meeting, in the interval between annual meetings by the President, or by resolution of the Board of

Directors, or upon a petition signed and presented to the President or the Secretary by Unit Owners of Units to which not less than twenty-five percent (25%) of the votes in the Council appertain. The notice of any special meeting shall state the time, place and purpose of such meeting and shall be delivered or mailed at least 15 days prior to the meeting. No business shall be transacted at a special meeting except as stated in the notice.

3.6 Notices

The Secretary shall send a notice of meeting of the Council to each Unit Owner at least 15 days in advance of an annual meeting or of any other meeting. The notice shall state the time, place and purposes of the meeting. The notice shall be sent by United States mail to all Unit Owners of record at the address of their respective Units or to such other addresses as any of them may have designated to the Secretary in writing, or shall be hand-delivered by the Secretary. Placing the notice in the Unit Owner's mailbox or mail slot at the Condominium constitutes hand-delivery of the notice, provided that the Secretary certifies in writing that such notice was delivered. The mailing or hand-delivery of a notice of meeting in the manner provided herein shall constitute service of notice.

3.7 Voting

Each Unit is allocated one vote in the Council. A Unit Owner is entitled to cast the vote allocated to his Unit, but a Unit Owner may not vote at meetings of the Council (i) unless he has furnished the Council with his name and current mailing address and/or (ii) if the Council has recorded a statement of condominium lien on his unit and the amount necessary to release the lien has not been paid at the time of the meeting. Since a Unit Owner may be more than one person, if only one of such persons is present at a meeting of the Council, that person shall be entitled to cast the vote allocated to that Unit. If more than one of such persons is present, however, the vote allocated to that Unit shall be cast only in accordance with the agreement of a majority of them (or, absent such agreement, such vote shall be divided equally among them), and such agreement shall be conclusively presumed if any one of them purports to cast the vote allocated to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Except where a greater number is required by the Act, the Declaration, or these Bylaws, and provided a quorum has been established pursuant to Paragraph 3.9 below, a majority of the Unit Owners present in person or by proxy at the beginning of such meeting is required to adopt decisions at any meeting of the Council. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Council to cast the votes to which each such Unit is entitled.

3.8 Proxies

The vote appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner on a form of proxy approved by the Board of Directors. Revocation of a proxy is not binding on the Council unless actual notice of the revocation is received by the officer presiding over the meeting. A proxy is not valid unless it is

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dated and signed by the Unit Owner or by a person having authority to execute deeds on behalf of the Unit Owner. A proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy. The proxy is effective only for a maximum of 180 days following its issuance, unless granted to a mortgagee or lessee. A Unit Owner may appoint any other Unit Owner, the Declarant, or the Managing Agent as his proxy.

3.9 Quorum

The presence in person or by proxy of Unit Owners entitled to cast more than 25% of the votes in the Council shall constitute a quorum for the conduct of business. A quorum shall be deemed to be present throughout a meeting of the Council until adjournment if persons entitled to cast more than 25% of the votes are present in person or by proxy at the beginning of such meeting. If a meeting cannot be organized because a quorum has not attended, those present may recess the meeting from time to time until a quorum is present, when any business may be transacted that may have been transacted at the meeting as originally called.

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3.10 Order of Business

The order of business at a meeting of the Council shall be as follows: (i) proof of notice of meeting; (ii) proof of quorum; (iii) reading of minutes of preceding meeting; (iv) election of inspectors of election; if applicable; (v) election of directors, if applicable; (vi) reports of officers and committees; (vii) unfinished business; and (viii) new business.

3.11 Conduct of Meeting

The President shall preside at meetings of the Council and the Secretary shall keep the minutes of meetings and shall count the votes. The then current Roberts Rules of Order shall govern the conduct of all meetings of the Council when not in conflict with the Act or the Condominium Instruments.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Powers and Duties

The Board of Directors is the executive and administrative entity designated to act for the Council in governing the Condominium. The affairs and business of the Council shall be governed by the Board of Directors. The Board of Directors may exercise all powers of the Council except such as are by statute, by the Declaration, or by these Bylaws conferred upon or reserved to the Council. In particular, but not by way of limitation, the Board of Directors shall have the power to:

A. Prepare and adopt an annual budget for the Condominium.

B. Make and collect assessments against the Unit Owners to defray the Common Expenses, establish the method to collect such assessments from the Unit Owners, and establish the period of the installment payments of the annual

assessment. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month.

C. Provide for the operation, care, upkeep, maintenance and security of the Common Elements and for services to the Condominium.

D. Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be property of the Council.

E. Make and amend Rules and Regulations respecting the use of the Condominium.

F. Establish bank accounts for the Council and borrow money as necessary in connection with the operation, management, maintenance, or repair of the condominium, except that the total aggregate indebtedness outstanding from time to time shall not exceed fifty thousand dollars (\$50,000.00) without the prior approval of the Council.

G. Contract for the repair, additions, and improvements to, or alterations of, the Condominium and for the restoration of the Condominium, in accordance with the other provisions of these Bylaws.

H. Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and institute, maintain and defend proceedings and actions brought on behalf of or against the Council.

I. Maintain insurance required by Section 36 of the Declaration.

J. Pay the cost of services rendered to the Condominium for which the Council, as distinct from individual Unit Owners, is liable.

K. Keep the books of the Council with detailed accounts of the receipts and expenditures affecting the Condominium, specifying all expenses incurred, including prepaid expenses. The books and supporting vouchers and records shall be maintained in the State of Maryland and shall be available at a place in Baltimore County designated by the Board of Directors, for examination by the Unit Owners, or by their duly authorized agents or accountants or attorneys, or by the mortgagee of any Unit Owner, during regular business hours at the time and in the manner set by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting principles, and shall be audited at least once a year by an outside auditor employed by the Board of Directors, who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

L. Purchase Units on behalf of the Council at foreclosure or other judicial sale.

M. Enforce obligations of Unit Owners, allocate Common Profits and Common Expenses, and take such other actions as may be necessary or proper for the sound management of the Condominium. The Board of Directors shall have the power to levy fines against Unit Owners for violations of the Rules and Regulations. No fine may be levied for more than five dollars for any one violation; but for each day that a violation continues, after notice, it may be considered a separate violation. Collection of fines may be enforced against a Unit Owner as if the fines were an assessment for Common Expenses owed by the Unit Owner. If a Unit Owner persists in violating the Rules and Regulations, the Board of Directors may require him to post bond, satisfactory to it, to secure future compliance with the Rules and Regulations.

N. Do such things and acts (not inconsistent with the Act and with the Condominium Instruments) which may be authorized by the Council.

4.2 Number of Directors and Initial Selection of Board

The number of directors which constitutes the initial Board of Directors is three. The initial Board of Directors shall be comprised of three persons appointed by the Declarant and shall serve until the election of directors at the first annual meeting of the Council. The members of the Board of Directors shall be Unit Owners who are residents of the Condominium, except that Declarant's appointees need not be Unit Owners or residents of the Condominium, and the Declarant shall have the right in its sole discretion to replace such directors and to designate their successors if vacancies occur for any reason. In addition, so long as the Declarant owns any Condominium Unit, the Declarant may nominate persons who are neither residents nor unit owners for election to the Board, and such persons, if elected in the manner provided for herein, may serve on the Board. From and after the first annual meeting of the Council, the number of directors which constitutes the entire Board of Directors shall be not less than three nor more than five members.

4.3 Election and Term of Office

The Board of Directors shall be elected at the annual meeting of the Council, to serve until the next annual meeting of the Council and until their successors have been elected and qualified. Notwithstanding anything contained in these Bylaws to the contrary, until the first annual meeting of the Council the Declarant shall have the right to select the entire Board of Directors and to fill any vacancy occurring from the death, resignation or removal of a director by the Declarant or the Council. At the first annual meeting, the term of office of the director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the director receiving the second greatest number of votes shall be two (2) years and the term of office of the other directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective director, his/her successor shall be elected to serve a term of three (3) years. In the alternative, the Unit Owners may by resolution, duly made and adopted at an annual meeting, resolve to fix the term of each director elected at any such meeting at two (2) years. Directors shall hold office until their successors have been elected and hold

their first regular meeting. There shall be no cumulative voting.

4.4 Annual Meeting

An annual organizational meeting of the Board of Directors shall be held within 10 days after the annual meeting of the Council. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the entire Board is present at the meeting.

4.5 Regular Meetings

Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the Board of Directors, but at least one meeting shall be held in each quarter of each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail or telephone, at least 72 hours prior to the time of the meetings.

4.6 Special Meetings

Special meetings of the Board of Directors may be called by the President on 72 hours' notice to each director. Such notice shall be given personally or by mail or telephone, and shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two directors.

4.7 Waiver of Notice

Notice of a meeting of the Board of Directors may be waived in writing by a director either before or after the meeting. Attendance at a meeting constitutes waiver of notice of that meeting.

4.8 Quorum

A majority of the entire Board of Directors shall constitute a quorum for a meeting of the Board of Directors. The votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting to a designated time and place. An adjourned meeting may be held as designated without further notice, and when a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

4.9 Vacancies

A vacancy on the Board of Directors caused by any reason, other than removal of a director by a vote of the Council, shall be filled by a vote of the majority of the remaining directors, even though they constitute less than a quorum; and each person so elected shall serve until the next annual meeting of the Council and until his successor is elected. A vacancy occurring on the Board of Directors by reason of an increase in the number of directors constituting the entire Board of Directors or by reason of the removal of a director by

a vote of the Council shall be filled by the Council at an annual meeting or at a special meeting called for that purpose.

4.10 Removal of Directors

A director may be removed with or without cause, and his successor elected then and there or thereafter, at a meeting of the Council at which a quorum is present, by a plurality of the votes cast. Any director whose removal has been proposed shall be given at least 10 days' notice of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting.

4.11 Compensation

A director shall not receive compensation from the Condominium for serving on the Board of Directors, but a director may be reimbursed for actual out-of-pocket expenses incurred by him in the proper performance of his duties.

4.12 Conduct of Meeting

The President shall preside at meetings of the Board of Directors and the Secretary shall keep the minutes of the proceedings.

4.13 Annual Report of the Board of Directors

The Board of Directors shall present at each annual meeting of the Council, and when called for by vote of the Council at any special meeting of the Council, a complete statement of the operational and financial condition of the Condominium.

4.14 Fidelity Bonds

The Board of Directors shall require that all directors, officers, trustees, volunteers, agents (including the Managing Agent), and employees of the Council handling or responsible for funds furnish adequate fidelity bonds or insurance. The fidelity bonds or insurance shall designate the Council as a named insured and, if obtainable, shall be written in an amount sufficient to provide protection up to 150 percent of the the Council's estimated annual operating expenses and reserves. The premiums on such fidelity bonds or insurance shall constitute a Common Expense.

4.15 Liability of the Board of Directors

The directors shall not be liable to the Council or to the Unit Owners for mistakes of judgment or for negligence not amounting to willful misconduct or bad faith. The Council shall indemnify and hold harmless each of the directors from and against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Council or the Unit Owners unless such contract was made in bad faith or contrary to the provisions of the Condominium Instruments. The directors shall not be personally liable for contracts made by them on behalf of the Council. The liability of any Unit Owner arising out of any contract made by the Board of Directors or arising out of the indemnification of the directors shall be limited to that proportion of the total liability

thereunder as the Fractional Interest of his Unit bears to the aggregate Fractional Interests of all the Units. The Council shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a director or officer of, or agent acting for, the Council against expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Council. The Council shall purchase appropriate insurance, if available, for the protection of its directors and officers from personal liability in the management of the Council's affairs. The provisions of this paragraph shall also apply to each officer of the Council.

4.16 Action Without Meeting

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

4.17 Common or Interested Directors

A. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Council and consistent with the purposes set forth in the Declaration.

B. No contract or other transaction between the Council and one or more of its directors, or between the Council and any corporation, firm, entity or association in which one or more of the directors are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, if any of the conditions specified in any of the following subparagraphs exist:

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

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

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

C. Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes,

approves or ratifies any contract or transaction and may vote to authorize any contract or transaction with like force and effect as if they were not common or interested directors or officers of such other corporation or were not so interested.

4.18 Board of Directors as Attorney-In-Fact

The Board of Directors is hereby irrevocably appointed as attorney-in-fact for the Unit Owners of all of the Units and for each of them, to manage, control and deal with the interests of such Unit Owners in the Common Elements of the Condominium so as to permit the Board of Directors to fulfill all of its powers, functions and duties under the provisions of the Act, the Declaration and these Bylaws, and to exercise all of its rights thereunder and to deal with the Building in case of destruction and the proceeds of any insurance indemnity as provided hereafter and in the Declaration. This power shall include, but shall not be limited to, the right to grant easements (subject to the approval of Baltimore County) and licenses from time to time affecting the Common Elements with respect to sewer lines, water lines, electrical cables, telephone cables, television cables, gas lines, storm drains, underground conduits, or such other purposes related to the provision of public utilities or as may be considered necessary or appropriate by the Board of Directors for the preservation of the health, safety, convenience or welfare of the Unit Owners of the Units. The foregoing shall be deemed to be a power coupled with an interest, and the acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Board of Directors as attorney-in-fact, as aforesaid.

This power shall be in addition to any authority to grant easements or licenses given to the Board of Directors in the Act, in the Declaration or in these Bylaws.

ARTICLE V

OFFICERS

5.1 Designation

The principal officers of the Council are a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint assistant secretaries and an assistant treasurer. With the exception of the President, no officer need be a member of the Board of Directors. Two or more offices may be held by the same person, except that the President shall not hold any other office. Officers must be Unit Owners and residents of the Condominium, except during the period when the Board of Directors consists only of the three directors appointed by Declarant.

5.2 Election of Officers

The officers of the Council shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board of Directors.

5.3 Removal of Officers

An officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors.

5.4 President

The President is the chief executive officer of the Council; he shall preside at meetings of the Council and the Board of Directors and shall be an ex-officio member of all committees; he shall have general and active management of the business of the Council, subject to the control of the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President must be a member of the Board of Directors.

5.5 Vice President

The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President and shall perform such other duties as the Board of Directors may prescribe.

5.6 Secretary

The Secretary shall attend all meetings of the Board of Directors and the Council, and shall count the votes and record the voting and the minutes of all proceedings in a book to be kept by him for the purpose. He shall give notice of meetings of the Council and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall compile and keep current at the principal office of the Condominium a complete record of the Unit Owners and their last known post office addresses. This record of Unit Owners shall be open to inspection by all Unit Owners at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute books of the proceedings of the Council and the Board of Directors. An Assistant Secretary shall perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary and shall perform such other duties as the Board of Directors may prescribe.

5.7 Treasurer

The Treasurer shall have custody of all funds and securities except those funds which are placed under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board of Directors. He shall disburse funds as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require, an account of all of his transactions as Treasurer and of the financial condition of the Council. The Assistant Treasurer shall perform the duties and exercise the powers of the Treasurer in the absence or disability of the Treasurer and shall perform such other duties as the Board of Directors may prescribe.

5.8 Compensation of Officers

No officer shall receive any compensation from the Council for acting as such, but each shall be reimbursed for reasonable and actual out-of-pocket expenses incurred by him in the performance of his duties.

5.9 Agreements, Contracts, Deeds, Checks

All agreements, contracts, deeds, leases, checks and other instruments of the Council for expenditures or obligations of over \$800 shall be executed by any two officers of the Council or by such other person or persons as may be designated by the Board of Directors. All instruments for expenditures or obligations of \$800 or less may be executed by any one officer of the Council or by such other person as may be designated by the Board of Directors.

ARTICLE VI.

OPERATION OF THE CONDOMINIUM

6.1 Determination of Common Expenses and Assessments Against Unit Owners

A. Fiscal Year. The fiscal year of the Condominium is the calendar year, provided, however, that the fiscal year may be changed by the Board of Directors at their discretion.

B. Annual Budget. On or before a date which is not less than 15 days prior to the end of each fiscal year, the Board of Directors shall adopt an annual budget for the Condominium for the succeeding fiscal year (hereinafter called the "Annual Budget"). The Annual Budget shall contain an estimate of the amount necessary to pay the Common Expenses for the applicable fiscal year in a reasonably itemized form and a statement of the amount of the Common Expenses payable by each Unit Owner. Common Expenses shall include the amounts necessary to create and maintain the reasonable reserves authorized by Section 32 of the Declaration. The Board of Directors shall send to each Unit Owner at least 10 days prior to the commencement of each fiscal year a copy of the Annual Budget for the fiscal year.

C. Assessment and Payment of Common Expenses. The total amount of the estimated funds required to pay the Common Expenses of the Condominium set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed against each Unit in proportion to the Fractional Interest of the Unit, and shall be a lien against such Unit as of the first day of the fiscal year to which such Annual Budget applies. A Unit Owner shall be personally liable, without right of set-off or deduction, for all lawful assessments, or installments thereof, levied against his Condominium Unit which become due while he is the owner of a Unit; and this liability of the Unit Owner is in addition to the lien for assessments in favor of the Council on the Condominium Unit created by the Act. On or before the first day of each fiscal year, and on the first day of each of the succeeding 11 months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth of the assessment for such

15 days adopt budget

10 days prior to 1/31

fiscal year. Within 90 days after the end of each fiscal year, the Board of Directors shall send to each Unit Owner an itemized accounting of the Common Expenses actually incurred for such fiscal year, together with an itemized statement of the amounts collected pursuant to the assessment adopted by the Board of Directors for such fiscal year, any delinquencies in payment of assessments, the amount of any surplus or deficit and the amount of the reserves. Common Profits in excess of Common Expenses (including reserves) as of the end of a fiscal year shall be credited to reserves as determined by the Board of Directors. The initial capital contribution by each Unit Owner, equal to two month's assessment and paid by the Unit Owner upon the purchase of his Unit from the Declarant, shall be deemed to be funds obtained by assessment under this Paragraph C.

D. Special Assessments. In addition to the assessments authorized above, the Board of Directors may levy a special assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any deficiencies occurring from time to time. The fund resulting from such special assessment shall be segregated on the books of the Condominium and expended solely for the purposes for which it was assessed. Any such special assessments shall be assessed in the manner set forth in Section 32 of the Declaration with respect to additional assessments payable to the reserve fund for capital improvements, replacements and major repairs. Notwithstanding the foregoing, the Board of Directors may not levy a special assessment for any purpose other than to defray the cost of unexpected repairs, without first receiving the approval of eighty percent (80%) of the Unit Owners. A special assessment may not be levied against fewer than all Units.

E. Initial Budget. When the first Board of Directors takes office, it shall determine the Annual Budget, as defined in this Section, for the period commencing upon the sale of the first Unit by the Declarant and ending on the last day of the fiscal year. Assessments shall be levied against the Unit Owners during such period in accordance with Paragraph C of this Section.

F. Effect of Failure to Prepare or Adopt Annual Budget. The failure or delay of the Board of Directors to adopt the Annual Budget for the fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided, whenever the same shall be determined, and in the absence of an Annual Budget or adjusted Annual Budget, each Unit Owner shall continue to pay a monthly assessment at the rate established for the preceding fiscal year until a monthly assessment is adopted under such new Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Unit Owner.

G. Accounts. All amounts collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled in a single fund.

6.2 Payment of Common Expenses

All Unit Owners shall be obligated to pay the assessment for the Common Expenses adopted by the Board of Directors

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 Approved by the Board of Directors
 Date: 08/30/2011
 Declaration of the Board
 of Directors

pursuant to Section 6.1. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a transfer of title by him of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Board of Directors or the Managing Agent, setting forth the amount of the unpaid assessments against the selling Unit Owner and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if the First Mortgagee of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure or deed (or assignment) in lieu of foreclosure of a first mortgage, such purchaser, its successors and assigns shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Unit. Such unpaid share of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to the foreclosure sale, conveyance or assignment shall be collectible from all Unit Owners, including the purchaser, in proportion to the Fractional Interests allocated to their respective Units. No amendment to this Section shall affect the rights of any First Mortgagee recorded prior to recordation of such amendment unless the First Mortgagee joins in the execution of such amendment.

6.3 Collection of Assessments

The Board of Directors shall take prompt action to collect any assessments for common expenses due from any Unit Owner which remain unpaid for more than 15 days after the due date for the payment thereof.

Any assessment shall, until paid, together with interest, late charges, if any, and actual cost of collection, and reasonable attorneys' fees, constitute a lien on the unit on which it is assessed, if a statement of condominium lien is recorded within two (2) years after the date the assessment becomes due. The statement of condominium lien shall be figured and verified by an officer or agent of the Council as specified in Section 21 of the Declaration and then may be recorded.

6.4 Statement of Unpaid Assessments

A. Upon written request to the Board of Directors by a Unit Owner or purchaser of a Unit, the Board of Directors, or a duly designated agent thereof, or the Managing Agent, shall furnish a recordable statement setting forth the amount of unpaid assessments levied against such Unit. (See Section 11-110(g) of the Act.)

B. The Board of Directors may impose a reasonable fee not to exceed \$10 for each such statement requested and payment thereof shall be a prerequisite to the issuance of a statement.

6.5 Maintenance and Repair

A. By the Council. The Council, acting through the Board of Directors, shall be responsible for the maintenance, repair and replacement of the following, the cost of which shall be charged to all Unit Owners as a Common Expense, except for subsection 6.5A(5) hereof, which shall be charged as provided for in that subsection:

(1) The Common Elements, whether located inside or outside of the Units.

(2) All portions of the Units which contribute to the support of the Building, excluding, however, the surfaces of all walls, floors and ceilings of a Unit.

(3) Incidental damage caused to a Unit by work done by the Council.

(4) Maintenance (including painting) of exterior surfaces of Unit entry doors, but excluding replacement of said doors or door locks and hardware.

(5) The Limited Common Elements. As provided for in Article 6(b) of the Declaration, the maintenance, repair or replacement of the compressors, pipes, and conduits comprising the Limited Common Elements shall be the responsibility of the Council. The cost of maintaining, repairing or replacing a compressor shall be borne by the Unit served by such compressor. The cost of maintaining, repairing or replacing Limited Common Element pipes and conduits shall be a Common Expense.

This section 6.5A shall not relieve a Unit Owner of liability for damage to the Common Elements caused by the Unit Owner's negligence or intentional torts.

B. By the Unit Owner. Except for the portions of his Unit required to be maintained, repaired or replaced by the Council, each Unit Owner's responsibility shall include but not be limited to the maintenance, repair and replacement, at his own expense, of the following: any interior walls; interior surface of ceilings, walls and floor; door locks and hardware; entrance doors (except for periodic repainting and maintenance of the exterior surface thereof); windows; lighting fixtures, kitchen and bathroom fixtures, appliances and equipment; and water and sewage pipes, located within the boundaries of the Unit and serving only that Unit. Each Unit Owner shall keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. In addition, each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors, or the Managing Agent any defects or need for repairs for which the Board of Directors is responsible.

C. Manner Repair and Replacement. All repairs and replacements shall be of first class quality and as nearly as practicable similar to the character of the construction or installation that existed immediately prior to the occasion that necessitated the repairs or replacements. Repairs and replacements may be done with contemporary building materials and equipment, and must in every instance comply with all requirements of law.

D. Public Areas. Anything contained in these Bylaws to the contrary notwithstanding, the public areas of the Condominium and those areas exposed to public view (including portions of Units) shall be kept in good appearance by either the Council or the Unit Owners who are required to maintain the same, as the case may be, and shall be maintained in a first-class condition, in conformity with the dignity and character of the Condominium, and in a manner which does not adversely alter the value of the Condominium.

6.6 Additions, Alterations or Improvements by the Council

Whenever in the judgment of the Board of Directors any Common Elements shall require additions, alterations or improvements (other than normal repairs and replacements contemplated in the budget of the Council) costing in excess of \$5,000 during a period of 12 consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners in the Council, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than \$5,000 during any period of 12 consecutive months may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor, in such proportion as they jointly approve, if more than one Unit Owner, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.*

6.7 Structural Additions, Alterations or Improvements by Unit Owners

A Unit Owner may not, without prior written consent of the Board of Directors, (i) make any structural addition, alteration or improvement in or to his Unit; (ii) paint or alter the exterior of the Building, including the doors, windows and the exterior of the Unit's entrance doors; or (iii) install air-conditioning units or fans in windows. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of any such proposed addition, alteration, improvement, painting or installation within 45 days after such request, and its failure to do so within the stipulated time shall constitute a consent of the Board of Directors to the proposed addition, alteration or improvement. The Board of Directors may condition its consent upon such

-16-

* All such additions, alterations or improvements which require an amendment to the Condominium Declaration, Condominium Plat or these Bylaws shall be subject to approval by the appropriate officials of Baltimore County.

terms and conditions as it deems to be desirable or necessary to protect the Condominium and its use and enjoyment. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be made only after receiving the written consent of the Board of Directors (or after 45 days have passed without Board action) as aforesaid, and shall be made by the Unit Owner with a copy to the Board of Directors. The consent by the Board to any addition or improvement provided for herein, shall not be construed to give rise to any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim or injury to a person or damage to property arising therefrom. The provisions of this Section 6.7 shall not apply to Units owned by the Declarant or its designee until a deed for such Unit has been delivered to a purchaser thereof.

ARTICLE VII

AMENDMENT OF BYLAWS

7.1 Amendment of Bylaws

(a) At a meeting of the Council called for that purpose, these Bylaws may be amended by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes in the Council. A Unit Owner's proxy to amend the Bylaws is not valid more than 90 days after its date. Amendments may be proposed by the Board of Directors or by petition signed by Unit Owners representing at least 30% of the votes in the Council. No amendment shall be entitled to be recorded until it is accompanied by a certificate of the person specified in the Bylaws to count votes at the meeting of the Council that the amendment was approved by unit owners having at least seventy-five percent (75%) of the votes and shall be effective on recordation. This certificate shall be conclusive evidence of approval.

(b) - All amendments to these Bylaws shall be subject to the approval of the appropriate officials of Baltimore County.

ARTICLE VIII

RULES AND REGULATIONS

Pursuant to Article 33 of the Declaration, the Board of Directors is authorized to promulgate, amend, and enforce Rules and Regulations concerning the operation and use of the Condominium. The Rules and Regulations contained in this Article VIII may only be amended in accordance with Article VII hereof. In promulgating additional Rules and Regulations the Board may use such procedures as it deems fair and appropriate, including, but not limited to, the procedures set forth in Section 11-111 of the Real Property Article of the Code of Maryland or any successor thereto.

Together with the initial rules and regulations contained in Article 33 of the Declaration, the following restrictions constitute the initial Rules and Regulations of the Council:

- (1) No Unit Owner or other resident of the Condominium shall post any advertisements or posters of any kind in or on the Condominium except as authorized by the

0-17- REZONING
 Address: 11000 Old Mill Rd
 Gaithersburg, MD 20878
 Phone: (301) 281-1100
 Fax: (301) 281-1101

Board. This restriction shall not apply to advertisements, signs or posters utilized by the Declarant, or its agents, in selling the Units.

(2) No clothing, sheets, blankets, laundry of any kind or other articles shall be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Element. All refuse and trash shall be deposited in areas designated for such purposes and in the manner prescribed by Board of Directors or Managing Agent. The Board of Directors reserves the right to designate areas in which firewood may be stored, and to prohibit the storage of firewood on and in the Common Elements.

(3) The maintenance, keeping, breeding, boarding and/or raising of animals, of any kind, regardless of number shall be and hereby is prohibited within any Condominium Unit or upon any Common Elements, except that this shall not prohibit the keeping of orderly domestic pets such as dogs, cats and/or caged birds, provided that they are not kept or maintained for commercial purposes or for breeding. The Board of Directors may limit the number of pets that can be kept in any single Unit. Only Unit Owners who reside in their units shall be allowed to keep pets as aforementioned; tenants shall be prohibited from keeping pets within the Condominium. Pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless they are carried or leashed. Any Unit Owner who keeps or maintains any pet within his Unit shall be deemed to have indemnified and agreed to hold the Council, each of its members and the Declarant and Managing Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be innoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Board of Directors, after affording the right to a hearing to the Unit Owner affected, shall have the right to declare any pet a nuisance, and to order that the pet be removed.

(4) Unit Owners, residents and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other Unit Owners. All walking areas (except in kitchens and bathrooms) and 70% of all floor areas in each Unit must be covered by carpets or rugs.

(5) No Unit Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Board. No Unit Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae or other equipment, and all Unit Owners shall utilize only the master television antennae and telephone line wiring built into the buildings and designed to service each Unit.

(6) A Unit Owner shall not place or cause to be placed in the public hallways, walkways, alleyways or other Common Elements any bicycles, furniture, packages or objects of

carelessness, or the act, neglect or carelessness, of any member of his family or his employees, agents, licensees, tenants or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

C. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

D. No Waiver of Rights. The failure of the Council, the Board of Directors, or any Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Rules and Regulations shall not constitute a waiver of the right of the Council, the Board of Directors or any Unit Owner to enforce any right, provision, covenant or condition of the Condominium Instruments or the Rules and Regulations in the future. All rights, remedies and privileges granted to the Council, Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Condominium Instruments or the Rules and Regulations, or at law or in equity.

E. Late Charge; Interest. In the event of a default by any Unit Owner which continues for a period in excess of 15 days, such owner shall be obligated to pay a late charge consisting of fifteen dollars (\$15) or one-tenth (1/10) of the amount of the delinquent installment or assessment, whichever is greater, provided that the charge may only be imposed once for the same delinquent payment and may be imposed only if the delinquency has continued for at least 15 calendar days. Thereafter, the unpaid installment or assessment, including the late charge shall bear interest on the amounts due at the rate of eighteen percent (18%) per annum from the due date thereof.

F. Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Condominium Instruments, after due notice to the Unit Owner of said violation or breach shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) in the case of a violation or breach which constitutes a danger to the Condominium or any Unit or Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit 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 (ii) in

the case of any other violation or breach, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

9.2 Information to be Furnished in the Event of Resale by a Unit Owner

(A) In the event of a resale of a Unit by a Unit Owner other than the Declarant, the Unit Owner shall furnish to a purchaser before execution of any contract for sale of a Unit, or before conveyance, a copy of the Declaration (other than the plats), the Bylaws, the Rules or Regulations of the Condominium, and a Certificate containing:

(1) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit;

(2) A statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling Unit Owner;

(3) A statement of any other fees payable by Unit Owners;

(4) A statement of any capital expenditures proposed by the Council of Unit Owners planned at the time of the conveyance;

(5) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Council of Unit Owners for any specified projects;

(6) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Condominium;

(7) The current operating budget of the Condominium;

(8) A statement of any judgments against the Condominium and the status of any pending suits to which the Council of Unit Owners is a party;

(9) A statement describing any insurance coverage provided for the benefit of Unit Owners;

(10) A statement as to whether the Council of Unit Owners' Board has knowledge that any alteration or improvement to the Unit or to the limited common elements assigned thereto violates any provision of the Declaration, Bylaws, or Rules and Regulations;

(11) A statement as to whether the Council of Unit Owners' Board has knowledge of any violation of the health or building codes with respect to the Unit, the limited common elements assigned thereto, or any other portion of the Condominium; and

(12) A statement of the remaining term of any leasehold estate affecting the Condominium and the provisions governing any extension or renewal thereof.

(B) The Council of Unit Owners, within 20 days after a written request by a Unit Owner and receipt of the fee therefore, if any, shall furnish a Certificate containing the information necessary to enable the Unit Owner to comply with Subsection (A). A Unit Owner providing a certificate in accordance with Subsection A of this Article 9.2 is not liable to the purchaser for any erroneous information provided by the Association and included in the Certificate.

(C) A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the Certificate prepared by the Council of Unit Owners. A Unit Owner is not liable to a Purchaser for the failure or delay of the Council of Unit Owners to provide the Certificate in a timely manner, but the purchase contract is voidable by the Purchaser until the Certificate has been provided and for 5 days thereafter or until conveyance, whichever first occurs. Apart from the foregoing, a contract purchaser or purchaser of a Unit shall have no remedy against the Council as a result of any erroneous information contained in the Certificate.

(D) Upon any sale of a Unit, the purchaser or his agent shall provide to the Council of Unit Owners to the extent available, the name and forwarding address of the prior Unit Owner, the name and address of the purchaser, the name and address of any Mortgagee, the date of settlement, and the proportionate amounts of any outstanding Condominium fees or assessments assumed by each of the parties to the transaction.

ARTICLE X

MISCELLANEOUS

10.1 Compliance

These Bylaws are set forth in compliance with the requirements of the Act.

10.2 Conflict

These Bylaws are subordinate and subject to the Act, the Declaration and the Condominium Plats. In the event of any conflict between these Bylaws and the other Condominium Instruments, the provisions of the other Condominium Instruments shall control.

10.3 Severability

These Bylaws are adopted to comply with the laws and regulations of the State of Maryland. If any provision of these Bylaws or the application thereof in any circumstances is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby, and to this end the provisions of these Bylaws are declared to be severable.

10.4 Waiver

The failure of the Council or of the Board of Directors to enforce any provision of law or of the condominium instruments, on any occasion, shall not constitute an abrogation or waiver of the right to enforce said provision on any other occasion.

10.5 Captions

The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

10.6 Gender

Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

10.7 Limitation of Liability

Any obligation or liability made, entered into or incurred by or on behalf of B. F. Saul Real Estate Investment Trust binds only its Trust property, and no shareholder, trustee, officer, or agent assumes or shall be held to any liability therefor.

10.8 Approvals

All rights of approval granted herein to Baltimore County shall remain in effect only for so long as County approval of instruments affecting condominiums is required.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be adopted and executed on this 11th day of January, 1982.

WITNESS:

John A. Moffet

WITNESS:

John A. Moffet

B. F. SAUL REAL ESTATE
INVESTMENT TRUST

By: Philip D. Caraci
Philip D. Caraci, Administrative
Vice President

TRP PROPERTIES, INC.

By: Philip D. Caraci
Philip D. Caraci, Administrative
Vice President

Under Maryland Code
Baltimore County Code 100
Under Chapter 20, § 2004
COUNTY CLERK'S OFFICE
BALTIMORE, MARYLAND

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]

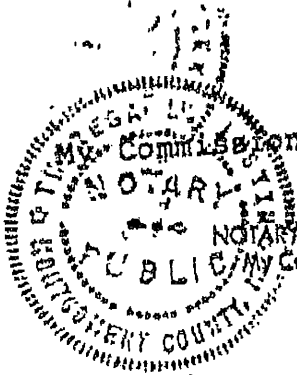
STATE OF MARYLAND
COUNTY OF MONTGOMERY

SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Care Administrative Vice President, of TRP Properties, Incorporated and acknowledged the foregoing Bylaws to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th day of January, 1982.

Theresa L. Austin
Notary Public



Commission expires:

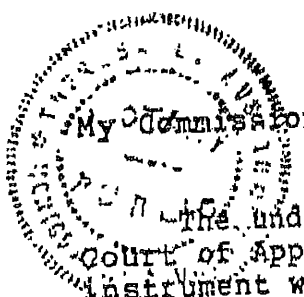
THERESA L. AUSTIN
NOTARY PUBLIC STATE OF MARYLAND
Commission Expires July 1, 1982

STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY) SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Carac Administrative Vice President, of B. F. Saul Real Estate Investment Trust and acknowledged the foregoing Bylaws to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th day of January, 1982.

Theresa E. Austin
Notary Public



My Commission expires: THERESA E. AUSTIN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

REVIEWED FOR MONTGOMERY COUNTY
REQUIREMENTS
Elmer H. Kahline, Jr.
ASSISTANT COUNTY SOLICITOR

292183CE ***161C 28-26-82
292183CE ***161C 28-26-82

Under RECORDED
Address: 7000...
rec'd for record JAN 26 1982 at J.P.
Per Elmer H. Kahline, Jr., Clerk

LEASE AGREEMENT

LEASE made this 31st day of August, 1972 by and between

TWIN RIDGE PROPERTIES, INC. (hereinafter called the "Landlord") and ~~XXXX SERVICE BAINBRIDGE, INC.~~ Bakst Service Bainbridge, Inc. (hereinafter called the "Tenant").

WITNESSETH:

1. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the laundry rooms located in the buildings constituting the apartment development known as Twin Ridge Apts. Section II containing 341 apartment units, located at

old Pimlico Road, Baltimore, Maryland. The laundry rooms hereby leased to the Tenant are located as shown on schedule "A" hereto attached and made a part hereof.

2. Tenant shall use said laundry rooms solely for the purpose of operating a self-service coin-operated laundry. Said operation of the laundry rooms shall be conducted by the Tenant in compliance with all applicable laws and regulations.

3. The term of this lease shall be for seven (7) years commencing on and six (6) months immediately and ending on seven years and six months after 90% occupancy is achieved.

4. Tenant agrees to pay rent for the demised premises (laundry rooms), the sum of Two and 75/100 (\$2.75) per occupied apartment per month, said rent to be paid on the 25th day of the following month, and shall be paid at such place as the Landlord shall from time to time designate in writing. If at any time or times during the term of this lease, when the number of apartment units occupied by Tenants in said apartment development should be less than XX, then the aforesaid monthly rent for that month shall be reduced at the rate of \$ XX per month, for each unoccupied apartment in said apartment development.

5. Landlord covenants and agrees that it will not lease any space in any building in the aforesaid development or grant a license to anyone for the operation of coin-operated washing machines or drying machines in any building or buildings in said apartment development, nor will the Landlord install any washing machines or drying machines in said apartment development, whether the same be coin-operated, operated for profit or otherwise; nor will the Landlord erect any structure on the premises of the said apartment development which will be used as a laundry during the term hereof or of any renewal or extension hereof.

6. Landlord covenants and agrees it will not permit or allow any other tenant in said apartment development to install, operate, maintain or use any washing or drying machines in any apartment unit or elsewhere in said apartment development for private use or otherwise.

7. The Landlord covenants and agrees to furnish and supply at its own cost and expense, all utilities, including, gas, electric, hot and cold water and sewer facilities, for the proper operation of the Tenant's washing machines and drying machines.

8. Landlord covenants and agrees that for the term of this lease and of any extension or renewal hereof the Tenant shall have exclusive possession of the laundry rooms hereby demised and shall have free access thereto at all times.

9. The Tenant shall have no right to assign this lease or to sublet the demised premises without the prior consent in writing of the Landlord, and the Landlord agrees not to withhold such consent unreasonably.

10. Landlord agrees that upon the sale or transfer of ownership of the apartment development of which the leased premises are a part, such sale or transfer of ownership will be subject to all of the terms and conditions of this lease.

11. Tenant shall, at its own cost and expense, install, maintain and operate such coin-operated washing machines and drying machines as it shall deem adequate and proper.

12. Tenant agrees to carry, from and after commencement of the term of this lease and until this lease is terminated, public liability insurance with bodily injury limits of not less than \$50,000.00 for injury to any one person and \$100,000.00 for injury to more than one person and agrees to furnish the Landlord written evidence of such insurance upon request.

13. It is further agreed that in the event that one or more of the laundry rooms shall be damaged by fire or other casualty which shall make the same unusable for its intended purpose, then the rent herein provided for shall abate to the extent and in proportion to the entire demised premises and the Landlord shall proceed to repair the same as speedily as practicable.

14. Tenant shall assume the risk of loss or damage to its laundry equipment unless such loss or damage is caused by the Landlord, its agents, contractors or employees.

15. Tenant shall use the demised laundry rooms for self-service coin-operated laundry purposes and for no other purpose. Tenant covenants that it will not use the demised premises for any unlawful or illegal purpose.

16. This lease shall at all times be subject and subordinate to the lien of any mortgage or deed of trust now or hereafter placed against the said apartment development or any of the buildings in which the demised premises are located. The Tenant agrees to execute such instrument or instruments as may be reasonably required to effectuate the same.

17. It is understood and agreed that any and all machinery, washing machines, drying machines, equipment and fixtures installed upon the demised premises by the Tenant shall be and at all times remain the property of the Tenant and that the Tenant shall remove the same promptly upon the expiration of this lease or at the expiration of any renewal or extension hereof.

18. Upon the termination of this lease, Tenant shall surrender and deliver possession of the demised premises in the same condition as when received, ordinary wear and tear and damage by fire or other casualty excepted. Tenant shall not be

Order Date: 06-30-2023
TwinRidgeDocs

20. The Tenant is hereby granted the right and option to extend the term hereof for an additional seven (7) years, to commence on the day immediately following the expiration of the original term hereof. Said renewal term shall be on the same terms and conditions as are applicable to the original term hereof. The Tenant may exercise this renewal option by giving written notice to the Landlord not less than thirty (30) days prior to the expiration of said original term.

21. This lease in all of its terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. TENANT shall have right of first refusal as to renewal of said lease and shall be entitled to same if he receives bona-fide offer of third party.
Witness our hands and seals on the day and year first above written

Witness: [Signature]

TOWN RIDGE PROPERTIES INC
[Signature]

By: _____ [Seal]

Attest: [Signature]
Secretary

~~BANKST SERVICE INCORPORATED~~
Bakst Service Bainbridge, Inc.
By: [Signature]
President

Corporate Seal

21. Landlord shall be responsible for gassing of the dryers.

23. Prepaid rent in the amount of \$10,000.00 based on \$2.75 per apartment will be paid to the owners in the following manner and will be credited against future rents as they are due until the entire \$10,000.00 rental advance has been utilized:

\$5,000.00 will be paid at the time this Lease Agreement is executed by both parties and the remaining \$5,000.00 will be paid at the time 50% of the equipment has been installed.

State of _____
County, ss:

_____, a Notary Public in and for _____ County, State of _____, do hereby certify that _____, who is personally well known to me as the person named as _____, in the foregoing agreement, bearing date of _____ day of _____, 19____ and hereto annexed personally appeared before me in said county and state, and by virtue of the authority vested in him by said agreement, acknowledged the same to be the act and deed of _____.

Given under my hand and seal this _____ day of _____, 19____

My commission expires:

Notary Public

State of Maryland
Montgomery County, ss:

I, Stella Berlin, a Notary Public in and for Montgomery County, State of Maryland, do hereby certify that Milton Bakst, who is personally well known to me as the person named as attorney-in-fact, in the foregoing agreement, bearing date of 31st day of August, 1972 and hereto annexed personally appeared before me in said county and state, and by virtue of the authority vested in him by said agreement, acknowledged the same to be the act and deed of ~~BANKST SERVICE INCORPORATED~~ Bakst Service Bainbridge, Inc.

Given under my hand and seal this 31st day of August, 1972

My commission expires: My Commission Expires July 1, 1974

Stella Berlin
Notary Public

CC&Rs
Rockland Run Condominium

Order: RZFC0166-0
Address: 7 Conlay Ct Unit 101
Cockeysville, MD 21220
Document not for resale
© 2006/07/07

ROCKLAND RUN, A CONDOMINIUM
CONDOMINIUM DECLARATION

THIS DECLARATION, made and entered into this 11th day of January 1982, by B.F. Saul Real Estate Investment Trust and VTRP Properties, Incorporated, joint owners as tenants-in-common of the property described below, and hereinafter and in the Exhibits hereto collectively called the "Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in Baltimore County, Maryland and more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Declarant is the owner of certain buildings and other improvements constructed upon the aforesaid premises, and it is the desire and intention of the Declarant to divide said property and the improvements thereon into condominium units and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant desires and intends by the recordation of the Condominium Plat, the Declaration and the Bylaws, to submit the property described on "EXHIBIT A" attached hereto, together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of the Horizontal Property Act, Title 11, Section 11-101, et seq., of the Real Property Article, Annotated Code of Maryland (1974 Repl. Vol., Cum. Supp. 1981) as amended (the "Act"), as a condominium, as follows:

1. Submission of Property.

The Declarant hereby submits the Land (as defined herein) located in Baltimore County, Maryland and more particularly described in EXHIBIT A to this Declaration, together with the buildings and improvements now or hereafter erected thereon, and owned by the Declarant in fee simple absolute, and all easements, rights and appurtenances belonging thereto and all other property, whether real, personal or mixed, intended for use in connection therewith (all of which are hereinafter together called the "Property"), to the provisions of the Act, in order to create a plan of condominium ownership of the Property. The land, buildings and improvements are shown on the Condominium Plats recorded simultaneously with this Declaration.

2. Name and Address of Condominium.

The name of the Condominium is Rockland Run, A Condominium (the "Condominium"). The Condominium includes two hundred forty one (241) units in twenty-eight (28) buildings, in eleven (11) separate structures, the addresses of which are as follows:

Address: 7 Dunlop Ct
Order Date: 06-30-2022
Document not for record
HomeWiseDocs

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per [Signature]
Authorized Signature

AGRICULTURE-TRANSFER TAX
NOT APPLICABLE

SIGNATURE [Signature] DATE 1-28-82

RECORDS & TAXATION

CLERK [Signature] DATE 1-28-82

<u>Unit Number</u>	<u>Address</u>
1-8	2 Long Stream Court
9-16	4 Long Stream Court
17-24	6 Long Stream Court
25-30	8 Long Stream Court
31-36	10 Long Stream Court
37-47	1 Windblown Court
48-55	3 Windblown Court
56-63	5 Windblown Court
64-71	7 Windblown Court
72-82	9 Windblown court
83-93	11 Windblown Court
113-123	1800 Snow Meadow Lane
124-131	1801 Snow Meadow Lane
132-139	1802 Snow Meadow Lane
140-150	1803 Snow Meadow Lane
151-158	1804 Snow Meadow Lane
159-169	1805 Snow Meadow Lane
170-177	1807 Snow Meadow Lane
	1809 Snow Meadow Lane
	1811 Snow Meadow Lane
234-241	1 Suntop Court
226-233	3 Suntop Court
218-225	5 Suntop Court
210-217	7 Suntop Court
202-209	9 Suntop Court
194-201	11 Suntop Court
186-193	13 Suntop Court
178-185	15 Suntop Court

All are in Baltimore County, Maryland.

3. Definitions.

The following terms used in this Declaration and in the other documents constituting the Condominium Instruments are intended to be consonant with the meanings ascribed to them by the Act and are defined as follows:

Board of Directors. The executive and administrative entity designated or elected as provided in the Condominium Instruments to act for the Council in governing the Condominium.

Buildings. The apartment buildings shown on the Condominium Plats containing all the Units. Two or more buildings connected by common party walls are also referred to as a structure.

Bylaws. The set of Bylaws recorded simultaneously with this Declaration, providing for the self-government of the Condominium by the Council in accordance with the Act, and such amendments thereto as may be recorded from time to time pursuant to the provisions of the Act.

Common Elements. All portions of the Property other than the Units, as more fully set forth in Section 6 of this Declaration.

LIBER 6364 PAGE 784
-2-
UNITED STATES DISTRICT COURT
BALTIMORE, MARYLAND
CLERK OF COURT
RECEIVED
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LIBER 305 144045

EXHIBIT B TO DECLARATION OF
ROCKLAND RUN, A CONDOMINIUM

UNIT #	ADDRESS	APT #	TYPE	VALUE	FRACTIONAL UNDEVELOPED INTEREST IN COMMON ELEMENTS
1	2 Long Stream Court	T-1	1BR-GAR	326	326/98779
2	2 Long Stream Court	T-2	1BR-GAR	326	326/98779
3	2 Long Stream Court	101	3BR-DEL	524	524/98779
4	2 Long Stream Court	102	2BR-1BA	419	419/98779
5	2 Long Stream Court	201	3BR-DEL	524	524/98779
6	2 Long Stream Court	202	2BR-1BA	419	419/98779
7	2 Long Stream Court	301	3BR-DEL	524	524/98779
8	2 Long Stream Court	302	2BR-1BA	419	419/98779
9	4 Long Stream Court	T-1	1BR-GAR	326	326/98779
10	4 Long Stream Court	T-2	1BR-GAR	326	326/98779
11	4 Long Stream Court	101	2BR-DEN	554	554/98779
12	4 Long Stream Court	102	2BR-2BA	424	424/98779
13	4 Long Stream Court	201	2BR-DEN	554	554/98779
14	4 Long Stream Court	202	2BR-2BA	424	424/98779
15	4 Long Stream Court	301	2BR-DEN	554	554/98779
16	4 Long Stream Court	302	2BR-2BA	424	424/98779
17	6 Long Stream Court	T-1	1BR-GAR	326	326/98779
18	6 Long Stream Court	T-2	1BR-GAR	326	326/98779
19	6 Long Stream Court	101	2BR-DEN	554	554/98779
20	6 Long Stream Court	102	2BR-2BA	424	424/98779
21	6 Long Stream Court	201	2BR-DEN	554	554/98779
22	6 Long Stream Court	202	2BR-2BA	424	424/98779
23	6 Long Stream Court	301	2BR-DEN	554	554/98779
24	6 Long Stream Court	302	2BR-2BA	424	424/98779
25	8 Long Stream Court	T-1	2BR-GAR	396	396/98779
26	8 Long Stream Court	T-2	2BR-GAR	396	396/98779
27	8 Long Stream Court	101	2BR-DEN	554	554/98779
28	8 Long Stream Court	102	2BR-2BA	424	424/98779
29	8 Long Stream Court	201	2BR-DEN	554	554/98779
30	8 Long Stream Court	202	2BR-2BA	424	424/98779
31	10 Long Stream Court	T-1	1BR-GAR	326	326/98779
32	10 Long Stream Court	T-2	2BR-GAR	396	396/98779
33	10 Long Stream Court	101	2BR-DEN	554	554/98779
34	10 Long Stream Court	102	2BR-2BA	424	424/98779
35	10 Long Stream Court	201	2BR-DEN	554	554/98779
36	10 Long Stream Court	202	2BR-2BA	424	424/98779
37	1 Windblown Court	T-1	1BR-GAR	326	326/98779
38	1 Windblown Court	T-2	1BR-GAR	326	326/98779
39	1 Windblown Court	101	2BR-1BA	419	419/98779
40	1 Windblown Court	102	1BR	305	305/98779
41	1 Windblown Court	103	1BR-NB	298	298/98779
42	1 Windblown Court	201	2BR-1BA	419	419/98779
43	1 Windblown Court	202	1BR	305	305/98779
44	1 Windblown Court	203	1BR-NB	298	298/98779

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 Order Date: 08-30-2007
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UNIT #	ADDRESS	APT #	TYPE	VALUE	FRACTIONAL UNDIVIDED INTEREST IN COMMON ELEMENTS
45	1 Windblown Court	301	2BR-1BA	419	419/98779
46	1 Windblown Court	302	1BR	305	305/98779
47	1 Windblown Court	303	1BR-NB	298	298/98779
48	3 Windblown Court	T-1	1BR-GAR	326	326/98779
49	3 Windblown Court	T-2	1BR-GAR	326	326/98779
50	3 Windblown Court	101	2BR-DEN	554	554/98779
51	3 Windblown Court	102	2BR-2BA	424	424/98779
52	3 Windblown Court	201	2BR-DEN	554	554/98779
53	3 Windblown Court	202	2BR-2BA	424	424/98779
54	3 Windblown Court	301	2BR-DEN	554	554/98779
55	3 Windblown Court	302	2BR-2BA	424	424/98779
56	5 Windblown Court	T-1	1BR-GAR	326	326/98779
57	5 Windblown Court	T-2	1BR-GAR	326	326/98779
58	5 Windblown Court	101	2BR-DEN	554	554/98779
59	5 Windblown Court	102	2BR-2BA	424	424/98779
60	5 Windblown Court	201	2BR-DEN	554	554/98779
61	5 Windblown Court	202	2BR-2BA	424	424/98779
62	5 Windblown Court	301	2BR-DEN	554	554/98779
63	5 Windblown Court	302	2BR-2BA	424	424/98779
64	7 Windblown Court	T-1	1BR-GAR	326	326/98779
65	7 Windblown Court	T-2	1BR-GAR	326	326/98779
66	7 Windblown Court	101	2BR-DEN	554	554/98779
67	7 Windblown Court	102	2BR-2BA	424	424/98779
68	7 Windblown Court	201	2BR-DEN	554	554/98779
69	7 Windblown Court	202	2BR-2BA	424	424/98779
70	7 Windblown Court	301	2BR-DEN	554	554/98779
71	7 Windblown Court	302	2BR-2BA	424	424/98779
72	9 Windblown Court	T-1	1BR-GAR	326	326/98779
73	9 Windblown Court	T-2	1BR-GAR	326	326/98779
74	9 Windblown Court	101	1BR-NB	298	298/98779
75	9 Windblown Court	102	1BR	305	305/98779
76	9 Windblown Court	103	2BR-1BA	419	419/98779
77	9 Windblown Court	201	1BR-NB	298	298/98779
78	9 Windblown Court	202	1BR	305	305/98779
79	9 Windblown Court	203	2BR-1BA	419	419/98779
80	9 Windblown Court	301	1BR-NB	298	298/98779
81	9 Windblown Court	302	1BR	305	305/98779
82	9 Windblown Court	303	2BR-1BA	419	419/98779
83	11 Windblown Court	T-1	1BR-GAR	326	326/98779
84	11 Windblown Court	T-2	1BR-GAR	326	326/98779
85	11 Windblown Court	101	1BR-NB	298	298/98779
86	11 Windblown Court	102	1BR	305	305/98779
87	11 Windblown Court	103	2BR-1BA	419	419/98779
88	11 Windblown Court	201	1BR-NB	298	298/98779
89	11 Windblown Court	202	1BR	305	305/98779
90	11 Windblown Court	203	2BR-1BA	419	419/98779
91	11 Windblown Court	301	1BR-NB	298	298/98779
92	11 Windblown Court	302	1BR	305	305/98779
93	11 Windblown Court	303	2BR-1BA	419	419/98779

Order REFUNDING
 Address: 2000 N. ...
 Order Date: 08/11/2007
 Order: 11/20/2007, Online

REF 385 12047

UNIT #	ADDRESS	APT #	TYPE	VALUE	FRACTIONAL UNDIVIDED INTEREST IN COMMON ELEMENTS
94	1804 Snow Meadow Lane	T-1	1BR-GAR	326	326/98779
95	1804 Snow Meadow Lane	T-2	1BR-GAR	326	326/98779
96	1804 Snow Meadow Lane	101	1BR-NB	298	298/98779
97	1804 Snow Meadow Lane	102	1BR	305	305/98779
98	1804 Snow Meadow Lane	103	2BR-1BA	419	419/98779
99	1804 Snow Meadow Lane	101	1BR-NB	298	298/98779
100	1804 Snow Meadow Lane	202	1BR	305	305/98779
101	1804 Snow Meadow Lane	203	2BR-1BA	419	419/98779
102	1804 Snow Meadow Lane	301	1BR-NB	298	298/98779
103	1804 Snow Meadow Lane	302	1BR	305	305/98779
104	1804 Snow Meadow Lane	303	2BR-1BA	419	419/98779
105	1802 Snow Meadow Lane	T-1	1BR-GAR	326	326/98779
106	1802 Snow Meadow Lane	T-2	1BR-GAR	326	326/98779
107	1802 Snow Meadow Lane	101	2BR-DEN	554	554/98779
108	1802 Snow Meadow Lane	102	2BR-2BA	424	424/98779
109	1802 Snow Meadow Lane	201	2BR-DEN	554	554/98779
110	1802 Snow Meadow Lane	202	2BR-2BA	424	424/98779
111	1802 Snow Meadow Lane	301	2BR-DEN	554	554/98779
112	1802 Snow Meadow Lane	302	2BR-2BA	424	424/98779
113	1800 Snow Meadow Lane	T-1	1BR-GAR	326	326/98779
114	1800 Snow Meadow Lane	T-2	1BR-GAR	326	326/98779
115	1800 Snow Meadow Lane	101	2BR-1BA	419	419/98779
116	1800 Snow Meadow Lane	102	1BR	305	305/98779
117	1800 Snow Meadow Lane	103	1BR-NB	298	298/98779
118	1800 Snow Meadow Lane	201	2BR-1BA	419	419/98779
119	1800 Snow Meadow Lane	202	1BR	305	305/98779
120	1800 Snow Meadow Lane	203	1BR-NB	298	298/98779
121	1800 Snow Meadow Lane	301	2BR-1BA	419	419/98779
122	1800 Snow Meadow Lane	302	1BR	305	305/98779
123	1800 Snow Meadow Lane	303	1BR-NB	298	298/98779
124	1801 Snow Meadow Lane	T-1	1BR-GAR	326	326/98779
125	1801 Snow Meadow Lane	T-2	1BR-GAR	326	326/98779
126	1801 Snow Meadow Lane	101	2BR-DEN	554	554/98779
127	1801 Snow Meadow Lane	102	2BR-2BA	424	424/98779
128	1801 Snow Meadow Lane	201	2BR-DEN	554	554/98779
129	1801 Snow Meadow Lane	202	2BR-2BA	424	424/98779
130	1801 Snow Meadow Lane	301	2BR-DEN	554	554/98779
131	1801 Snow Meadow Lane	302	2BR-2BA	424	424/98779
132	1803 Snow Meadow Lane	T-1	1BR-GAR	326	326/98779
133	1803 Snow Meadow Lane	T-2	1BR-GAR	326	326/98779
134	1803 Snow Meadow Lane	101	2BR-1BA	419	419/98779
135	1803 Snow Meadow Lane	102	3BR-DEL	524	524/98779
136	1803 Snow Meadow Lane	201	2BR-1BA	419	419/98779
137	1803 Snow Meadow Lane	202	3BR-DEL	524	524/98779
138	1803 Snow Meadow Lane	301	2BR-1BA	419	419/98779
139	1803 Snow Meadow Lane	302	3BR-DEL	524	524/98779
140	1805 Snow Meadow Lane	T-1	1BR-GAR	326	326/98779
141	1805 Snow Meadow Lane	T-2	1BR-GAR	326	326/98779
142	1805 Snow Meadow Lane	101	1BR-NB	298	298/98779

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UNIT #	ADDRESS	APT #	TYPE	VALUE	FRACTIONAL UNDIVIDED INTEREST IN COMMON ELEMENTS
143	1805 Snow Meadow Lane	102	1BR	305	305/98779
144	1805 Snow Meadow Lane	103	2BR-1BA	419	419/98779
145	1805 Snow Meadow Lane	201	1BR-NB	298	298/98779
146	1805 Snow Meadow Lane	202	1BR	298	305/98779
147	1805 Snow Meadow Lane	203	2BR-1BA	419	419/98779
148	1805 Snow Meadow Lane	301	1BR-NB	298	298/98779
149	1805 Snow Meadow Lane	302	1BR	305	305/98779
150	1805 Snow Meadow Lane	303	2BR-1BA	419	419/98779
151	1807 Snow Meadow Lane	T-1	1BR-GAR	326	326/98779
152	1807 Snow Meadow Lane	T-2	1BR-GAR	326	326/98779
153	1807 Snow Meadow Lane	101	2BR-DEN	554	554/98779
154	1807 Snow Meadow Lane	102	3BR-2BA	536	536/98779
155	1807 Snow Meadow Lane	201	2BR-DEN	554	554/98779
156	1807 Snow Meadow Lane	202	3BR-2BA	536	554/98779
157	1807 Snow Meadow Lane	301	2BR-DEN	554	554/98779
158	1807 Snow Meadow Lane	302	3BR-2BA	536	536/98779
159	1809 Snow Meadow Lane	T-1	1BR-GAR	326	326/98779
160	1809 Snow Meadow Lane	T-2	1BR-GAR	326	326/98779
161	1809 Snow Meadow Lane	101	1BR-NB	298	298/98779
162	1809 Snow Meadow Lane	102	1BR	305	305/98779
163	1809 Snow Meadow Lane	103	2BR-1BA	419	419/98779
164	1809 Snow Meadow Lane	201	1BR-NB	298	298/98779
165	1809 Snow Meadow Lane	202	1BR	305	305/98779
166	1809 Snow Meadow Lane	203	2BR-1BA	419	419/98779
167	1809 Snow Meadow Lane	301	1BR-NB	298	298/98779
168	1809 Snow Meadow Lane	302	1BR	305	305/98779
169	1809 Snow Meadow Lane	303	2BR-1BA	419	419/98779
170	1811 Snow Meadow Lane	T-1	1BR-GAR	326	326/98779
171	1811 Snow Meadow Lane	T-2	1BR-GAR	326	326/98779
172	1811 Snow Meadow Lane	101	2BR-DEN	554	554/98779
173	1811 Snow Meadow Lane	102	3BR-2BA	536	536/98779
174	1811 Snow Meadow Lane	201	2BR-DEN	554	554/98779
175	1811 Snow Meadow Lane	202	3BR-2BA	536	536/98779
176	1811 Snow Meadow Lane	301	2BR-DEN	554	554/98779
177	1811 Snow Meadow Lane	302	3BR-2BA	536	536/98779
178	15 Suntop Court	T-1	1BR-GAR	326	326/98779
179	15 Suntop Court	T-2	1BR-GAR	326	326/98779
180	15 Suntop Court	101	2BR-DEN	554	554/98779
181	15 Suntop Court	102	3BR-2BA	424	424/98779
182	15 Suntop Court	201	2BR-DEN	554	554/98779
183	15 Suntop Court	202	3BR-2BA	424	424/98779
184	15 Suntop Court	301	2BR-DEN	554	554/98779
185	15 Suntop Court	302	2BR-2BA	424	424/98779
186	13 Suntop Court	T-1	1BR-GAR	326	326/98779
187	13 Suntop Court	T-2	1BR-GAR	326	326/98779
188	13 Suntop Court	101	2BR-1BA	419	419/98779
189	13 Suntop Court	102	3BR-DBL	524	524/98779
190	13 Suntop Court	201	2BR-1BA	419	419/98779
191	13 Suntop Court	202	3BR-DBL	524	524/98779
192	13 Suntop Court	301	2BR-1BA	419	419/98779
193	13 Suntop Court	302	3BR-DBL	524	524/98779

LIBER 885 1:30 49

FRACTIONAL
UNDIVIDED
INTEREST
IN COMMON
ELEMENTS

UNIT #	ADDRESS	APT #	TYPE	VALUE	
194	11 Suntop Court	T-1	1BR-GAR	326	326/98779
195	11 Suntop Court	T-2	1BR-GAR	326	326/98779
196	11 Suntop Court	101	2BR-DEN	554	554/98779
197	11 Suntop Court	102	2BR-2BA	424	424/98779
198	11 Suntop Court	201	2BR-DEN	554	554/98779
199	11 Suntop Court	202	2BR-2BA	424	424/98779
200	11 Suntop Court	301	2BR-DEN	554	554/98779
201	11 Suntop Court	302	2BR-2BA	424	424/98779
202	9 Suntop Court	T-1	1BR-GAR	326	326/98779
203	9 Suntop Court	T-2	1BR-GAR	326	326/98779
204	9 Suntop Court	101	2BR-DEN	554	554/98779
205	9 Suntop Court	102	2BR-2BA	424	424/98779
206	9 Suntop Court	201	2BR-DEN	554	554/98779
207	9 Suntop Court	202	2BR-2BA	424	424/98779
208	9 Suntop Court	301	2BR-DEN	554	554/98779
209	9 Suntop Court	302	2BR-2BA	424	424/98779
210	7 Suntop Court	T-1	1BR-GAR	326	326/98779
211	7 Suntop Court	T-2	1BR-GAR	326	326/98779
212	7 Suntop Court	101	2BR-DEN	554	554/98779
213	7 Suntop Court	102	2BR-2BA	424	424/98779
214	7 Suntop Court	201	2BR-DEN	554	554/98779
215	7 Suntop Court	202	2BR-2BA	424	424/98779
216	7 Suntop Court	301	2BR-DEN	554	554/98779
217	7 Suntop Court	302	2BR-2BA	424	424/98779
218	5 Suntop Court	T-1	1BR-GAR	326	326/98779
219	5 Suntop Court	T-2	1BR-GAR	326	326/98779
220	5 Suntop Court	101	2BR-2BA	424	424/98779
221	5 Suntop Court	102	2BR-DEN	554	554/98779
222	5 Suntop Court	201	2BR-2BA	424	424/98779
223	5 Suntop Court	202	2BR-DEN	554	554/98779
224	5 Suntop Court	301	2BR-2BA	424	424/98779
225	5 Suntop Court	302	2BR-DEN	554	554/98779
226	3 Suntop Court	T-1	2BR-GAR	396	396/98779
227	3 Suntop Court	T-2	2BR-GAR	396	396/98779
228	3 Suntop Court	101	1BR-NB	298	298/98779
229	3 Suntop Court	102	1BR	305	305/98779
230	3 Suntop Court	103	2BR-1BA	419	419/98779
231	3 Suntop Court	201	1BR-NB	298	298/98779
232	3 Suntop Court	202	1BR	305	305/98779
233	3 Suntop Court	203	2BR-1BA	419	419/98779
234	1 Suntop Court	T-1	2BR-GAR	396	396/98779
235	1 Suntop Court	T-2	2BR-GAR	396	396/98779
236	1 Suntop Court	101	2BR-1BA	419	419/98779
237	1 Suntop Court	102	1BR	305	305/98779
238	1 Suntop Court	103	1BR-NB	298	298/98779
239	1 Suntop Court	201	2BR-1BA	419	419/98779
240	1 Suntop Court	202	1BR	305	305/98779
241	1 Suntop Court	203	1BR-NB	298	298/98779

DECLAR
44.00
N RCFE
44.00

Rec'd for record APR 12 1982 at 11:13 AM
For Elmer H. Eahlino, Jr., Clerk
Mail to James C. Oliver
Receipt # 44100

Order: RFZFCMSFQ
Address: 7 Suntop Ct Unit 101
Order Date: 06-30-2023
Baltimore County, MD
HomeWiseDocs

LEBFG 885 12050

ROCKLAND RUN, A CONDOMINIUM

FIRST AMENDMENT TO CONDOMINIUM BYLAWS

THIS AMENDMENT, made and entered into this 5th day of April, 1982, by and between the B.F. Saul Real Estate Investment Trust and TRP Properties, Incorporated, joint owners as tenants-in-common of Rockland Run, A Condominium, and hereinafter collectively referred to as the "declarant",

W I T N E S S E T H

WHEREAS, the Declarant pursuant to a Condominium Declaration (the "Declaration") dated January 11, 1982 caused to be created a condominium regime, known as Rockland Run, A Condominium (the "Condominium") by the recordation of said Declaration on January 26, 1982 in Liber No. 6364, Pages 783 through 808, the Condominium Bylaws (the "Bylaws") in Liber No. 6364, Pages 809 through 833, and the Condominium Plat in Liber EHK, Jr., Book 7, Pages 92-121, among the Land Records of Baltimore County, Maryland; and

WHEREAS, the Declarant is the sole owner of all individual condominium units; and

WHEREAS, as long as there is no unit owner other than the Declarant, the Declarant has the unilateral right to amend the Bylaws; and

WHEREAS, the Declarant is about to commence sales of units in the Condominium and, in anticipation thereof, desires to make certain technical corrections to the Bylaws as hereinafter set forth.

NOW THEREFORE, the Bylaws are amended as follows:

1. Article 1.2 of the Bylaws is hereby amended to read

as follows:

Actual Transfer Tax
NOT APPLICABLE

SIGNATURE [Signature] DATE 4/1/82

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION

[Signature] [Signature]
CLERK DATE

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per [Signature]

Authorized Signature
Date 4/1/82 Sec. 11-85
[Signature]

1.2 Definitions

Each of the following terms, as used in these Bylaws, shall have the same meaning as the meaning ascribed to it in the Condominium Declaration: "Council" or "Council of Unit Owners"; "Board of Directors"; "Buildings"; "Bylaws"; "Common Elements"; "Common Expenses and Profits"; "Condominium"; "Condominium Instruments"; "Condominium Plat"; "Condominium Unit"; "Declarant"; "Declaration"; "First Mortgage"; "Fractional Interest"; "General Common Elements"; "Identifying Number"; "Land"; "Limited Common Elements"; "Managing Agent"; "Parking Areas"; "Person"; "Record"; "Rules and Regulations"; "Unit"; and "Unit Owner."

2. Article 4.2 of the Bylaws is hereby amended to read as follows:

4.2 Number of Directors and Initial Selection of Board

The number of directors which constitutes the initial Board of Directors is three. The initial Board of Directors shall be comprised of three persons appointed by the Declarant and shall serve until the election of directors at the first annual meeting of the Council. The members of the Board of Directors shall be Unit Owners who are residents of the Condominium, except that Declarant's appointees need not be Unit Owners or residents of the Condominium, and the Declarant shall have the right in its sole discretion to replace such directors and to designate their successors if vacancies occur for any reason. In addition, so long as the Declarant owns any Condominium Unit, the Declarant may nominate persons who are neither residents nor unit owners for election to the Board, and such persons, if elected in the manner provided for herein, may serve on the Board. From and after the first annual meeting of the Council, the number of directors which constitutes the entire Board of Directors shall be an uneven number of not less than three nor more than five members.

3. Article 4.3 of the Bylaws is hereby amended to read as follows:

4.3 Election and Term of Office

The Board of Directors shall be elected at the annual meeting of the Council, to serve for the term fixed herein and until their successors have been elected and qualified. Notwithstanding anything contained in these Bylaws to the contrary, until the first annual meeting of the

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Council the Declarant shall have the right to select the entire Board of Directors and to fill any vacancy occurring from the death, resignation or removal of a director by the Declarant or the Council. At the first annual meeting, the term of office of the director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the director receiving the second greatest number of votes shall be two (2) years and the term of office of the other directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. In the alternative, the Unit Owners may by resolution duly made and adopted at an annual meeting, resolve to fix the term of each director elected at any such meeting at two (2) years. Directors shall hold office until their successors have been elected and hold their first regular meeting. There shall be no cumulative voting.

4. Article 4.10 of the Bylaws is hereby amended to read as follows:

4.10 Removal of Directors

At any regular or special meeting duly called, a director may be removed with or without cause by the affirmative majority vote of all Unit Owners entitled to vote, and his successor elected then and there or thereafter, at a meeting of the Council at which a quorum is present, by a plurality of the votes cast. Any director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof, and opportunity to be heard at the meeting.

5. Article 4.12 of the Bylaws is hereby amended to read as follows:

4.12 Conduct of Meeting

The President shall preside at meetings of the Board of Directors and the Secretary shall keep the minutes of the proceedings. The then current Roberts Rules of Order shall govern the conduct of all meetings of the Board of Directors when not in conflict with the Act or the Condominium Instruments.

6. Article 4.17 of the Bylaws is hereby amended to read as follows:

4.17 Common or Interested Directors

A. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Council and consistent with the purposes set forth in the Declaration.

B. No contract or other transaction between the Council and one or more of its directors, or between the Council and any corporation, firm, entity or association in which one or more of the directors are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, if any of the conditions specified in any of the following subparagraphs exist:

(1) The fact of the common directorate or interest is disclosed or known to the Board of Directors; or a majority thereof and noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote of a majority of disinterested directors, even if the disinterested directors constitute less than a quorum; or

(2) The fact of the common directorate or interest is disclosed or known to the Unit Owners, or a majority thereof, and they authorize, approve or ratify the contract or transaction in good faith by a majority of the votes cast by Unit Owners entitled to vote other than the votes appertaining to the common or interested directors or officers; or

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

C. Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof or at a meeting of the Unit Owners, as the case may be, at which the contract or transaction is authorized, approved or ratified.

7. Article 5.3 of the Bylaws is hereby amended to read as follows:

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5.3 Removal of Officers

An officer may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the entire Board of Directors and his successor may be elected at any regular or special meeting of the Board of Directors.

8. Article 6.5 of the Bylaws of the Condominium is hereby amended by deleting Paragraph 6.5A(5) and inserting instead the following:

(5) The Limited Common Elements. As provided for in Article 6(B) of the Declaration, the maintenance, repair or replacement of the compressors, pipes and conduits comprising the Limited Common Elements shall be the responsibility of the Council. The cost of maintaining, repairing or replacing a compressor, including the pipes and conduits running between the compressor itself and the Unit which it serves, shall be borne by the Unit Owner of the Unit served by such compressor.

9: Article 6.6 of the Bylaws is hereby amended to read as follows:

6.6 Additions, Alterations or Improvements by the Council

Whenever in the judgment of the Board of Directors any Common Elements shall require additions, alterations or improvements (other than normal repairs and replacements contemplated in the budget of the Council) costing in excess of \$10,000 during a period of 12 consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners in the Council, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing less than \$10,000 during any period of 12 consecutive months may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding this foregoing, if, in the opinion of not less than 80% of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor, in such proportion as they jointly approve, if more than

one Unit Owner, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

10. Article 6.7 of the Bylaws is hereby amended to read as follows:

6.7 Structural Additions, Alterations or Improvements by Unit Owners

A Unit Owner may not, without prior written consent of the Board of Directors, (i) make any structural addition, alteration or improvement in or to his Unit; (ii) paint or alter the exterior of the Buildings, including the doors, windows and the exterior of the Unit's entrance doors; or (iii) install air-conditioning units or fans in windows. The Board of Directors shall be obligated to answer any written request by a Unit Owner for approval of any such proposed addition, alteration, improvement, painting or installation within 45 days after such request, and its failure to do so within the stipulated time shall constitute a consent of the Board of Directors to the proposed addition, alteration or improvement. The Board of Directors may condition its consent upon such terms and conditions as it deems to be desirable or necessary to protect the Condominium and its use and enjoyment. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be made only after receiving the written consent of the Board of Directors (or after 45 days have passed without Board action) as aforesaid, and shall be made by the Unit Owner with a copy to the Board of Directors. The consent by the Board to any addition or improvement provided for herein, shall not be construed to give rise to any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim or injury to a person or damage to property arising therefrom. The provisions of this section 6.7 shall not apply to (i) Units owned by the Declarant or its designee prior to delivery of a deed for such Unit to a purchaser thereof or (ii) work done on a Unit by the Declarant or its designee at the request of the purchaser thereof subsequent to delivery of the deed for such Unit to the purchaser.

11. Article 7.1 of the Bylaws is hereby amended to read as follows:

7.1 Amendment of Bylaws

(a) The Declarant reserves the right to amend these Bylaws so long as there is no Unit Owner other than the Declarant. No such amendment shall become effective until it is executed by the Declarant and recorded.

(b) At such time as there is any Unit Owner other than the Declarant, then at a meeting of the Council called for that purpose, these Bylaws may be amended by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes in the Council. A Unit Owner's proxy to amend the Bylaws is not valid more than ninety (90) days after its date. Amendments may be proposed by the Board of Directors or by petition signed by Unit Owners representing at least thirty percent (30%) of the votes in the Council. No amendment shall be entitled to be recorded until it is accompanied by a certificate of the person specified in the Bylaws to count votes at the meeting of the Council that the amendment was approved by unit owners having at least seventy-five percent (75%) of the votes. This certificate shall be conclusive evidence of approval. Such amendment shall be effective on recordation.

(c) All amendments to these Bylaws shall be subject to the approval of the appropriate officials of Baltimore County.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Condominium Bylaws to be adopted and executed on this 1st day of April, 1982.

WITNESS:

[Handwritten signature]

H.F. SAUL REAL ESTATE INVESTMENT TRUST

By: *[Handwritten signature]*
Philip D. Caraci, Administrative Vice President

WITNESS:

[Handwritten signature]

TRP PROPERTIES, INCORPORATED

By: *[Handwritten signature]*
Philip D. Caraci, Administrative Vice President

APR 28 1982

RECORDS FOR BALTIMORE COUNTY


[Handwritten signature]
ASSISTANT COUNTY SOLICITOR

LIBER 385 MA:057

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V.P. of TRP Properties, Incorporated and acknowledged the foregoing First Amendment to Condominium Bylaws to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11 day of July, 1982.


My Commission expires:
TERESA GUERREMAN
NOTARY PUBLIC, STATE OF MARYLAND
My Commission Expires July 1, 1982

[Signature]
Notary Public

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V.P. of B.F. Saul Real Estate Investment Trust and acknowledged the foregoing First Amendment to Condominium Bylaws to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11 day of July, 1982.


My Commission expires:
TERESA GUERREMAN
NOTARY PUBLIC, STATE OF MARYLAND
My Commission Expires July 1, 1982

[Signature]
Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V.P., of TRP Properties, Incorporated and acknowledged the foregoing First Amendment to Condominium Bylaws to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of April, 1982.


Notary Public

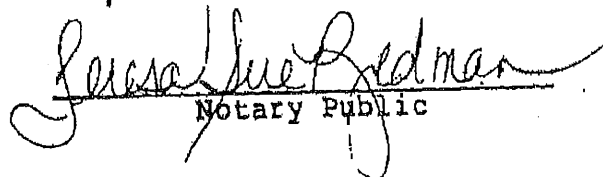
My Commission expires:

TERESA SUE REDMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V.P., of B.F. Saul Real Estate Investment Trust and acknowledged the foregoing First Amendment to Condominium Bylaws to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of April, 1982.


Notary Public

My Commission expires:

TERESA SUE REDMAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

LIBR 305 MAR 058

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

Rec'd for record APR 13 1982 at 11:42
Per Elmer H. Kahline, Jr., Clerk
Mail to James C. Oliver
Receipt No. 29100

Order: RFZFGHSFO
Address: 1170/2007, Unit 101
Order Date: 06-30-2023
Document not for resale
HomeWiseDocs

ROCKLAND RUN, A CONDOMINIUM

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

THIS AMENDMENT, made and entered into this 5th day of April, 1982, by the R.F. Saul Real Estate Investment Trust and TRP Properties, Incorporated, joint owners as tenants-in-common of the Rockland Run, A Condominium, and hereinafter and in the Exhibits hereto collectively called the "Declarant",

W I T N E S S E S:

WHEREAS, the Declarant pursuant to that certain Condominium Declaration (the "Declaration") dated January 11, 1982 caused to be created a condominium regime, known as Rockland Run, A Condominium (the "Condominium") by the recordation of said Declaration on January 26, 1982 in Liber No. 6364, Pages 783 through 808, the Condominium Bylaws in Liber No. 6364, Pages 809 through 838, and the Condominium Plat in Liber EHK, Jr., Book 7, Pages 92-121, among the Land Records of Baltimore County, Maryland; and

WHEREAS, the Declarant is the sole owner of all individual condominium units; and

WHEREAS, so long as there is no unit owner other than the Declarant, the Declarant has the unilateral right to amend the Declaration; and

WHEREAS, the Declarant is about to commence sales of units in the Condominium and, in anticipation thereof, desires to make certain minor changes necessary to bring the Declaration into conformance with the requirements of the Federal Home Loan Mortgage Corporation and to make certain other technical and typographical corrections, as hereinafter set forth.

TRANSFER TAX APPLICABLE

SIGNATURE Don DATE 4/1/82

STATE DEPARTMENT OF ASSIGNMENTS & TAXATION

SIGNATURE Robert DATE 4/1/82
CLERK

TRANSFER TAX NOT REQUIRED

Director of Finance
BALTIMORE COUNTY, MARYLAND

Per [Signature]
Authorized Signature
Date 4-1-82 Sec. 11-85 Amend

LOG 385 11037

NOW THEREFORE, the Declaration is amended as follows:

1. Section 2 of the Declaration of the Condominium is hereby amended by deleting the word "eleven" in the third line and inserting instead the word "twelve" and by deleting the number "11" in the fourth line and inserting instead the number "12".

2. Section 3 of the Declaration of the Condominium is hereby amended by adding a new provision between the definition of "Fractional Interest" and the definition of "Identifying Number" which reads as follows:

General Common Elements. All common elements other than the Limited Common Elements.

3. Section 3 of the Declaration is hereby amended by deleting the definition of "Limited Common Elements" and inserting instead the following:

Limited Common Elements. Those common elements identified on the Flat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners. The Limited Common Elements, as more particularly described in Article 6.B of this Declaration, consist of compressors for heating and cooling which are located outside of twenty-five Units, as identified on the Flat.

4. Paragraph C of Section 5 of the Declaration of the Condominium is hereby amended to read as follows:

c. Balcony and Patio Space. In addition, Units having balconies or patios (as shown on the Plans) also include the patio or balcony space outside the Unit defined by the perimeter boundaries of the slab (whether wood or concrete) constituting the balcony or the patio, each such surface to extend vertically from the slab of such area to an elevation equal to the upper elevation of the Unit as described in paragraph A above.

-2-

Order: RFZFCMSFO
Book EHK Jr. 6385, p. 0037, Printed 11/20/2007, Online
Order Date: 06-30-2023
Document not for
HomeWiseDocs

5. Paragraph D of Section 5 of the Declaration of the Condominium is hereby amended by adding a new subparagraph (g) which reads as follows:

g. The heating and cooling equipment serving the Unit and located within the boundaries of the Unit.

6. Paragraph E of Section 5 of the Declaration of the Condominium is hereby amended to read as follows:

E. Items Excluded From Units. By way of example, and not limitation, the following items are not a part of the Unit: any pipes (except water and sewage pipes within the boundaries of a Unit and serving only that Unit), wires, conduits, ventilation or other ducts (other than ducts connecting range hoods or bath fans to common exhaust ducts), which are utilized for or serve more than one Unit, bearing walls and structural portions of the buildings running through a Unit and all other property and fixtures of any kind which are not removable without jeopardizing the soundness, safety or usefulness of other portions of the Condominium. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portions of the Common Elements shall be deemed a part of the Common Elements.

7. Section 6 of the Declaration of the Condominium is hereby amended to read as follows:

6. Common Elements.

A. The Common Elements consist of all portions of the Property other than the Units, and include the General Common Elements and the Limited Common Elements. The General Common Elements are identified on the Plats and include, without limitation, (i) the land; (ii) the several buildings, including the foundation, roofs, slabs (including patio and balcony slabs and balcony enclosures), perimeter structural walls, structural interior walls and floors; (iii) pipes, other than water and sewer pipes within the boundaries of a Unit and serving only that Unit; (iv) water mains, wires, conduits and air ducts

and lateral serving stacks, which are utilized for or serve more than one unit or any portion of the common elements; (v) public utility lines and meters not owned by utility suppliers, and other service installations regardless of location; (vi) the recreation facilities, including tennis courts, swimming pool and bathhouse; (vii) the mechanical equipment buildings and all equipment contained therein; (viii) all roadways, pathways, sidewalks and all means of pedestrian and vehicular ingress and egress to and from the land; (ix) all trees, shrubbery, lawns and gardens; (x) any and all other items or things of common use or necessary to the existence, upkeep, use and safety of the several buildings and other Condominium property; (xi) all parking areas; (xii) hallways, entryways, stairwells, doorsteps, laundry areas, storage areas and trash rooms; (xiii) the hot water heaters serving each Building; (xiv) any shutters, awnings, windowboxes, doorsteps, stoops, and similar appurtenances that are outside the Unit's horizontal and perimetrical boundaries; and (xv) any master television antennas and related wiring.

B. The Limited Common Elements consist of those common elements identified on the Plat as reserved for the exclusive use of one Unit, although located outside that Unit. The Limited Common Elements are limited to the compressors for heating and cooling that, because of the configuration of twenty-five (25) of the Units, are not located within those Units but are located on the balconies of adjoining Units. Although located outside the Units, the Limited Common Elements are reserved for and limited to the exclusive use of the Units which they serve. For purposes of description, the term "compressors" encompasses the air compressors themselves and any pipes or conduits running between the compressors and the Units which they serve. The maintenance and repair of the Limited Common Elements shall be the responsibility of the Council; provided, however, that the cost of maintenance and repair of the compressor and the pipes and conduits running between the compressor and the Unit which they serve shall be charged to the Unit served by the compressor.

8. Section 11 of the Declaration of the Condominium is hereby amended to read as follows:

11. Easement to Facilitate Sales and Conversion.

A. The Declarant and the Declarant's authorized agents, representatives and employees shall have a transferable easement to use any ten (10) Units owned by the Declarant as sales offices, administrative offices and model Units in

the Condominium and shall have the right to relocate from time to time such sales offices, administrative offices and model Units to any other ten (10) Units. In addition, the Declarant shall have an easement for access to and use of the Common Elements to facilitate sales, to post signs on the Common Elements in connection with its sales programs and to utilize parking for prospective purchasers and sales personnel.

B. Declarant shall also have a transferable easement over and on the Common Elements and a right of access at all reasonable times to Units (i) for the purpose of making improvements on the Property and renovations to the Common Elements and to Units, for the purpose of constructing additional amenities thereon, and for the purpose of doing all things reasonably necessary and proper in connection therewith and with the Declarant's conversion of the Property to a condominium regime and sales of Units therein; (ii) upon receipt of any required governmental approvals or permits, for the storage of construction equipment, supplies and vehicles convenient or incidental to the Condominium conversion and renovation program; and (iii) for the purpose of performing all warranty obligations of the Declarant hereunder, which easement shall include a right, upon reasonable notice to any affected Unit Owner, of access to particular Units as necessary or appropriate in connection with improvements being made to other Units or the Common Elements or the performance of Declarant's warranty obligations. The easements described in Paragraphs A and B herof, with the exception of the easement for warranty work, shall terminate upon Declarant's ceasing to be a Unit Owner.

9. Section 17 of the Declaration of the Condominium is hereby amended to read as follows:

17. Consent of First Mortgagees.

A. Notwithstanding any other provision of this Declaration, the Bylaws or the Rules and Regulations, except to the extent a greater percentage is required by the Condominium Act or the Declaration, unless at least two-thirds (66.6% of all the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, the Council of Unit Owners shall not be entitled to: (a) change the pro rata interest or obligations of any Unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements; (b) partition or subdivide any Unit; (c) by act or omission, terminate the Condominium

13. Exhibit B of the Declaration is amended to read in full as set forth in the schedule attached hereto and marked Exhibit B.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Condominium Declaration to be adopted and executed on this 11 day of April, 1982.

WITNESS:

B.F. SAUD REAL ESTATE INVESTMENT TRUST

John A. Maffett Jr.

By: Philip D. Caraci, Administrative Vice President

WITNESS:

TRP PROPERTIES, INCORPORATED

John A. Maffett Jr.

By: Philip D. Caraci, Administrative Vice President

STATE OF MARYLAND
COUNTY OF MONTGOMERY

SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V.P., of TRP Properties, Incorporated and acknowledged the foregoing First Amendment to Condominium Declaration to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11 day of April, 1982.

John A. Maffett Jr.
Notary Public

NOTARY PUBLIC
My Commission expires:
TEDESQUIE HEDMAN
NOTARY PUBLIC, STATE OF MARYLAND
My Commission Expires July 1, 1982

RECORDS FOR BALTIMORE COUNTY
REGISTRATION
Assistant County Clerk
4/8/82

LIBERG 385 PAGE 043

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Admin. V. P., of B.F. Saul Real Estate Investment Trust and acknowledged the foregoing First Amendment to Condominium Declaration to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 4th day of April, 1982.

[Signature]
Notary Public

NOTARY PUBLIC
My Commission expires:
July 1, 1984
D. D. L. KOSIOWSKI
NOTARY PUBLIC
MONTGOMERY COUNTY, MARYLAND

The undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

Order: RFZFCH3FQ
Address: 3000
Order Date: 06-30-2023
Document: 06-30-2023
HomeWiseDocs

LIBER 6305 FA 004

EXHIBIT A TO DECLARATION OF
ROCKLAND RUN, A CONDOMINIUM

Metes and Bounds Description
Rockland Run Condominium

Being the same parcel of land as shown on the Section 3 "Twin Ridge Apartments" subdivision Plat recorded among the Plat Books of Baltimore County in Plat Book C.T.G. 15 Folio 100.

BEGINNING FOR THE SAME at a point located on the West side of the Jones Falls Expressway said point being the Southeasternmost corner of the Lands shown on the Section 3 "Twin Ridge Apartments" subdivision Plat recorded among the Plat Books of Baltimore County in Plat Book C.T.G. 15 Folio 100; thence leaving said West side of the Jones Falls Expressway and running along the Southernmost lines of the aforementioned plat the following two (2) courses and distances (1) South 85°23'15" West 430.39 feet; thence (2) running due West 401.25 feet to the East side of Old Willow Road, 30 feet wide; thence along the East side of Old Willow Road the following three (3) courses and distances (1) North 00°20'00" West 37.69 feet; thence (2) by a curve to the left having a radius of 330.00 feet for a distance of 129.11 feet subtended by a chord bearing North 11°32'30" West 128.29 feet; thence (3) North 22°45'00" West 113.89 feet to intersect the South side of Twin Willow Road, 30 feet wide; thence along the South side of Twin Willow Road the following three (3) courses and distances (1) South 67°15'00" West 37.30 feet; thence (2) by a curve to the left having a radius of 300.00 feet for a distance of 161.26 feet subtended by a chord bearing South 51°51'05" West 159.33 feet; thence (3) South 36°27'00" West 36.98 feet; thence leaving the South side of Twin Willow Road and running along the division line between the aforementioned Section 3 "Twin Ridge Apartments" and Section 4 "Twin Ridge Apartments" recorded among the Plat Books in Baltimore County in the following EHK. Jr., 39-28, EHK. Jr., 39-90, EHK. Jr., 39-41, EHK. Jr., 41-7, EHK. Jr., 43-30, EHK. Jr., 41-8 and EHK. Jr., 43-31, the following six (6) courses and distances (1) North 22°45'00" West 243.23 feet; thence (2) North 67°15'00" East 222.88 feet; thence (3) North 22°45'00" West 141.00 feet; thence (4) North 71°36'44" East 317.49 feet; thence (5) South 18°15'10" East 53.00 feet; thence (6) North 71°44'30" East 492.00 feet to intersect the West side of the aforementioned Jones Falls Expressway as shown on the SMA Plats Nos. 25006, 25007, 25009, 25010, 25011; thence along said West side of the Jones Falls Expressway the following eight (8) courses and distances (1) South 34°58'35" East 93.00 feet; thence (2) by a curve to the right having a radius of 4939.24 feet for a distance of 48.54 feet subtended by a chord bearing South 20°17'30" East 48.54 feet; thence (3) South 40°58'20" East 99.99 feet; thence (4) South 45°55'40" East 54.47 feet; thence (5) by a curve to the right having a radius of 4939.24 feet for a distance of 170.94 feet subtended by a chord bearing South 17°20'30" East 170.94 feet; thence (6) South 16°21'15" East 173.90 feet; thence (7) South 00°24'32" East 72.80 feet; thence (8) South 16°21'15" East 76.62 feet to the point of beginning.

Containing in all 603,118.10 square feet or 13.8916 acres more or less.

Common Expenses and Profits. The expenses and profits of the Council of Unit Owners.

Condominium. The Property and any incidents thereto or interest therein which is more particularly described in Section 1 of this Declaration and which is being submitted to the provisions of the Act by the recording of this Declaration and the other Condominium Instruments.

Condominium Instruments. This Declaration, the Bylaws, the Condominium Plats, any and all exhibits, schedules or certificates thereto, and all amendments thereto which are recorded pursuant to the provisions of the Act.

Condominium Plat. One or more plats, and any amendments thereof, made and recorded in accordance with Section 11-105 of the Act, showing the location of the buildings, the parking areas, recreation areas, other common facilities of the Condominium, and showing the location of all units in the Buildings.

Condominium Unit. A Unit, together with the Fractional Undivided Interest in the Common Elements appertaining to that Unit.

Council or Council of Unit Owners. The entity comprised of all Unit Owners which has been established as a Maryland non-profit corporation, to govern the affairs of the condominium, and is known as "The Council of Unit Owners of Rockland Run, A Condominium, Inc".

Declarant/Developer. B.F. Saul Real Estate Investment Trust, and TRP Properties, Incorporated, joint owners of the property as tenants-in-common.

Declaration. This instrument and such amendments thereof as may be recorded from time to time.

First Mortgages. The institutional holder of any first mortgage or the beneficiary under any first deed of trust encumbering a Unit. The term "mortgage" is deemed to include the term "deed of trust". The word "institutional" shall refer to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any federal or state chartered bank, savings and loan association or savings bank; any corporation of or affiliated with the United States Government or any state government, or any agency thereof; or any assignee of loans made by such lender, or any combination of the foregoing entities; any real estate investment trust, insurance company, Massachusetts business trust, the trustees of any pension or profit sharing plan; any mortgage insurance company or mortgage banking company; or any institution similar to the foregoing, whether governmental or non-governmental.

Fractional Interest. The undivided interest (stated as a fraction) of each Unit in the Condominium as set forth in EXHIBIT B to this Declaration.

Identifying Number. One or more letters or numbers, or both, that identifies only one Unit.

Land. The real property described in EXHIBIT A to this Declaration, and all easements, rights, and appurtenances thereto.

Limited Common Elements. Those common elements identified on the Plat as reserved for the exclusive use of one, but less than all, of the Unit Owners. The Limited Common Elements, as more particularly described in Article 6.B. of this Declaration, consist of compressors for heating and cooling which are located outside of twenty-five Units, as identified on the Plat.

Managing Agent. The professional person or entity appointed by the Board of Directors pursuant to Article 31 of this Declaration.

Parking Areas. A portion of the Common Elements located outside the buildings which provides parking for Unit Owners, their guests and invitees.

Person. A natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination of any of the foregoing.

Record (or any form of the verb "to record"). The admission to record of an instrument or document in accordance with the Act.

Rules and Regulations. The rules and regulations adopted from time to time by the Board of Directors that are deemed necessary by said Board of Directors for the enjoyment of the Condominium, provided they are not in conflict with the Act or the Condominium Instruments. The initial rules and regulations are contained in the Article 33.B. of this Declaration and Article VIII of the Bylaws.

Structure. See the definition of Building.

Unit. A portion of the Condominium for residential use as more particularly described in Section 5 of this Declaration, designed and intended for individual ownership and consisting of any one of those portions of the Condominium for residential use which is separately identified by an Identifying Number and separately shown on the Condominium Plats.

Unit Owner. One or more persons who own a Condominium Unit in fee simple, including, in a proper case, the Council.

4. Existing Units.

The Condominium consists of two hundred forty one (241) units within twenty-eight (28) buildings. The general description and number of each Unit, including its perimeters, location and such other data as may be necessary or appropriate for its identification, are set forth on the Condominium Plats, which by this reference are made a part hereof.

5. Description of Units.

Each Unit consists of the volumes or cubicles of space which are enclosed by the lower, upper and lateral or perimetrical boundaries described as follows:

A. Upper and Lower Boundaries. The lower boundary of a Unit is a horizontal plane, the elevation of which coincides with the top surface of the concrete slab floor or the underside surface of the composition board and plywood-subflooring of the Unit, extended to intersect the lateral or perimetrical boundaries thereof, and the upper boundary is a horizontal plane, the elevation of which coincides with the underside of the ceiling joists of the Unit, extended to intersect the lateral or perimetrical boundaries thereof.

B. Lateral or Perimetrical Boundaries. The lateral or perimetrical boundaries of a Unit are vertical planes which coincide with the unexposed or stud side of the interior drywall surfaces of the Unit's perimeter walls, including the inside surfaces of all windows, doors and vents, extended to intersect the upper and lower boundaries of the Unit and to intersect the other lateral or perimetrical boundaries thereof.

C. Balcony and Patio Space. In addition, Units having balconies or patios (as shown on the Plats) also include the patio or balcony space outside the Unit defined by the perimeter boundaries of the concrete slab constituting the balcony or patio, each such space to extend vertically from the concrete slab of such area to an elevation equal to the upper elevation of the Unit as described in paragraph A above.

D. By way of example, and not limitation, the following items are included within the Unit:

a. All non-structural interior partition walls located within the boundaries of the Unit excepting such part as may comprise part of the Common Elements.

b. The decorated surfaces of all boundary walls, ceilings and floors, consisting of, among other things and as appropriate, wallpaper, paint, interior brick surface, lath, wallboard, plaster, carpeting, floor and wall tiles and other floor and wall coverings and all other finishing materials.

c. All windows and doors to Units, and screen doors and window screens.

d. Any and all electrical installations and fixtures within the boundaries of the Unit, any and all outlets, switches, lampholders or other electrical service terminals, wherever located, which exist for the exclusive use of such Unit, and all wiring and conduit running from any circuit breaker panel to any such installation or fixture.

e. All range hood or bath fans for such Unit, and all duct work connecting the same to any common exhaust duct serving such Unit as well as other Units.

f. All bathroom and kitchen plumbing fixtures and connections thereto for such Unit, such as sinks, faucets, commodes, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such Unit as well as other Units.

E. Items Excluded From Units. A Unit shall be deemed not to include: any pipes (except water and sewage pipes within the boundaries of a Unit and serving only that Unit), wires, conduits, and other public utility lines, ventilation or other ducts (other than ducts connecting range hoods or bath fans to common exhaust ducts), bearing walls and structural portions of the buildings running through a Unit which are utilized for or serve more than one Unit, and all other property and fixtures of any kind which are not removable without jeopardizing the soundness, safety or usefulness of other portions of the Condominium. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portions of the Common Elements shall be deemed a part of the Common Elements.

6. Common Elements.

A. The Common Elements consist of all portions of the Property other than the Units, and include the General Common Elements and the Limited Common Elements. The General Common Elements are identified on the Plats and include, without limitation, (i) the land; (ii) the several buildings, including the foundations, roofs, slabs (including patio slabs), perimeter structural walls, structural interior walls and floors, pipes, water mains, wires, conduits, air ducts, lateral serving stacks, public utility lines and meters not owned by utility suppliers, and other service installations

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 State: NY
 Zip: 10001

regardless of location; (iii) the Recreation Facilities, including tennis courts, swimming pool and bathhouse; (iv) the mechanical equipment buildings and all equipment contained therein; (v) all roadways, pathways, sidewalks and all means of pedestrian and vehicular ingress and egress to and from the land; (vi) all trees, shrubbery, lawns and gardens; (vii) any and all other items or things of common use or necessary to the existence, upkeep, use and safety of the several buildings and other Condominium property; (viii) all fences and balcony railings; (ix) all parking areas; (x) hallways, entryways, stairwells, doorsteps, laundry areas, storage areas and trash rooms; (xi) the heating and cooling equipment serving the Unit and located within the boundaries of a Unit, and the hot water heaters serving each Building; (xii) any shutters, awnings, windowboxes, doorsteps, stoops, and similar appurtenances that are outside the Unit's horizontal and perimetrical boundaries; and (xiii) any master television antennas and related wiring.

B. The Limited Common Elements consist of those common elements identified on the Plat as reserved for the exclusive use of one Unit, although located outside that Unit. The Limited Common Elements are limited to the compressors for heating and cooling that, because of the configuration of twenty-five (25) of the Units, are not located within those Units but are located on the balconies of adjoining Units. Although located outside the Units, the Limited Common Elements are reserved for and limited to the exclusive use of the Units which they serve. For purposes of description, the term "compressors" encompasses the air compressors themselves and any pipes or conduits running between the compressors and the Units which they serve. The maintenance and repair of the Limited Common Elements shall be the responsibility of the Council; provided, however, that the cost of maintenance and repair of the compressors may be charged to the Unit served by the compressor, while the cost of maintaining and repairing the pipes and conduits shall be a Common Expense.

7. Ownership and Use of the Common Elements.

A. Each Unit is allocated the Fractional Interest in the Common Elements assigned to that Unit in Section 8 of this Declaration as set forth in EXHIBIT B hereto. The Fractional Interest shall not be separated from the Unit and shall be deemed to be conveyed or encumbered with the Unit even though such Fractional Interest is not expressly mentioned or described in the document of conveyance or encumbrance.

B. The use of the Common Elements shall be limited to the Unit Owners in residence, to their tenants in residence, to their guests, invitees and licensees; to the Declarant and its agents, employees and invitees pursuant to the terms of this Declaration; and shall be governed by the Condominium Instruments and the Rules and Regulations.

8. Assignment and Allocation of Fractional Interest to Each Unit, Votes.

A. Each Condominium Unit is identified in EXHIBIT B to this Declaration by a separate Identifying Number. Each Condominium Unit is assigned and allocated the Fractional Undivided Interest in the Common Elements set forth opposite the Identifying Number of that Condominium Unit in EXHIBIT B to

this Declaration. Units of substantially the same size, irrespective of their location, are assigned the same Fractional Interest. The Fractional Interest of a Unit shall not be deemed to reflect or control the sales price or fair market value of any Unit, and no opinion, appraisal or fair market transaction shall affect voting rights in the Council, liability for Common Expenses, or rights to Common Profits.

B. Each Unit is allocated one vote in the Council.

9. Easements for Encroachments.

To the extent that any Unit, or any item of equipment belonging to a Unit, or Common Element encroaches on any other Unit or Common Element, whether intentionally or by reason of any deviation from the Condominium Plats in the construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment and for the maintenance of the same shall exist so long as the Condominium shall stand; provided, however, that such easement shall not relieve a Unit Owner of liability in cases of willful and intentional misconduct by him or his agents or employees.

10. Easement of Support.

Each Unit and the Common Elements shall have an easement of support from every other Unit and the Common Elements.

11. Easement to Facilitate Sales and Conversion.

The Declarant and the Declarant's authorized agents, representatives and employees shall have a transferable easement to use any ten (10) Units owned by the Declarant as sales offices, management offices and model Units in the Condominium, shall have the right to relocate from time to time such sales offices, management offices and model Units to any other ten (10) Units; and shall have an easement for access to and use of the Common Elements to facilitate sales and to post signs on the Common Elements in connection with its sales programs. Declarant shall also have a transferable easement over and on the Common Elements and a right of access at all reasonable times to Units for the purpose of making improvements on the Property and renovations to the Common Elements and to Units, for the purpose of constructing additional amenities thereon, and for the purpose of doing all things reasonably necessary and proper in connection therewith and with Declarant's conversion of the Property to a condominium regime. The easements shall terminate upon Declarant's ceasing to be a Unit Owner.

12. Common Elements Located Inside Units.

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his/her Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, mechanical equipment and Common Elements serving each such other Unit and located wholly or partially in such Unit. The Board of Directors and its designees and the Declarant, so long as it is

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a Unit Owner, shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements (including the Limited Common Elements) contained therein or elsewhere in the building, provided that such right of access shall be exercised in such a manner as will not unreasonably interfere with the use of the Units. Such entry shall be permitted on reasonable notice, except that no notice shall be required for an emergency involving manifest danger to public safety or property.

13. Use of Units and Compliance with Condominium Instruments.

A Unit shall be used only as a private residence and for no other purpose. All present and future Unit Owners, tenants, occupants and users of Units and any person who uses any part of the Condominium in any manner, are subject to, and shall comply with, the provisions of the Condominium Instruments and the Rules and Regulations. The acquisition, rental, occupancy or use of a Unit or the use of any part of the Condominium by any person shall constitute such person's agreement to be subject to and bound by the provisions of the Condominium Instruments and the Rules and Regulations, and such provisions shall be deemed to be enforceable equitable servitudes and 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 in full in each and every deed of conveyance or lease thereof. Failure to comply with any of such provisions shall be grounds for legal and equitable relief, maintainable by the Board of Directors on behalf of the Council or, in a proper case, by an aggrieved Unit Owner. In any such action at law or in equity which is successfully brought by or on behalf of the Council, the Council shall be entitled to recover all reasonable costs and expenses of any such action, including reasonable attorneys' fees.

14. Alterations.

A Unit Owner may make any improvements or alterations within such person's Unit that do not impair the structural integrity of any structure or otherwise lessen the support of any portion of the Condominium or lessen the integrity of any mechanical system in the Condominium; but no Unit Owner shall do anything which would change the exterior appearance of a Unit, of a Building, or of any of the Common Elements, including the appearance of the exterior side of doors, balconies, railings, patio fences, or of any other portion of the Condominium without the express written consent of the Board of Directors.

15. Amendments.

A. The Declarant reserves the right to amend the Condominium Instruments so long as there is no Unit Owner other than the Declarant.

B. At such time as there is a Unit Owner other than the Declarant, this Declaration may be amended only by the written consent of every Unit Owner and of every holder of any recorded mortgage and every beneficiary of any recorded deed of trust encumbering one or more units. An amendment shall only become effective when it is recorded.

C. All amendments to this Declaration shall be subject to the approval of the appropriate officials of Baltimore County.

16. No Revocation or Partition.

The Common Elements shall remain undivided and no Unit Owner, or any other person, shall bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the condominium regime is terminated by agreement of the Unit Owners pursuant to Article 27 of this Declaration.

17. Consent of First Mortgagees.

Notwithstanding any other provision of this Declaration, the Bylaws or the Rules and Regulations, unless at least two-thirds (66.6%) of all the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written approval, the Council of Unit Owners shall not be entitled to: (a) change the pro rata interest or obligations of any Unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements; (b) partition or subdivide any Unit; (c) by act or omission, terminate the regime, or seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or (d) use hazard insurance proceeds for losses to any condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements. Nothing in this Article 17 shall affect any right Baltimore County may have to approve the actions set forth in this Article 17.

18. Priority of First Mortgagees.

No provision of this Declaration, the Bylaws, or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of First Mortgagees of the Units pursuant to their first mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units or the Common Elements or any portions thereof.

19. Control of Condominium by Declarant.

To the extent allowed by law, the Declarant reserves the right to appoint and remove all officers of the Council and to exercise all the powers and responsibilities otherwise assigned by the Condominium Instruments and the Act to the Council, its Board of Directors and officers. Such authorization shall expire after Units to which a majority of the votes in the Council appertain have been conveyed.

20. Changes by Declarant.

Nothing contained in this Declaration shall be deemed to impose upon the Declarant or its successors or assigns any

obligation of any nature to build, construct or provide any additions to the Condominium hereby created except as herein specifically set forth.

21. Liability for Assessments; Liens.

A. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while he is the owner of a Unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the Unit for which the assessments are made. Notwithstanding the foregoing, any First Mortgagee who obtains title to a Unit pursuant to the remedies provided in the deed of trust or foreclosure of the deed of trust will not be liable for such Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by the First Mortgagee.

B. The total annual contribution of each Unit Owner for the Common Expenses levied pursuant to the Bylaws together with interest, late charges, actual costs of collection, and reasonable attorneys' fees, is hereby declared to be a lien against the Unit of such Unit Owner if a statement of lien is recorded within two years after such assessment becomes due. The Board of Directors, or Managing Agent, may file or record such notice of lien, or such other or further document as may be required by the then laws of the State of Maryland to confirm the establishment of such lien.

C. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the payment of any single installment, which continues for fifteen (15) days after written notice of such default has been sent to the Unit Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full together with interest thereon at eighteen percent (18%) per annum and the cost of collection thereof, including reasonable attorneys' fees, by the service of notice to such effect upon the defaulting Unit Owner by the Board of Directors or Managing Agent. The Board of Directors may post a list of Unit Owners who are delinquent in the payment of any assessment or other fees which may be due the Council, including any installment thereof which becomes delinquent, in any prominent location within the Condominium. The Unit Owner who is delinquent shall be prohibited from voting at any meeting of the Council of Unit Owners until the amount necessary to satisfy indebtedness and release the lien has been paid.

D. The lien for assessments may be foreclosed in the manner provided by the laws of the State of Maryland by suit brought in the name of the Board of Directors, acting on behalf of the Council. During the pendency of such suit the Unit Owner shall be required to pay any additional assessments as they come due, or if judgment has been entered, a reasonable

rental for the Unit for any period prior to sale pursuant to any such judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceedings shall have the right to the appointment of a receiver, if available under the then laws of the State of Maryland.

E. The lien for assessments shall be prior to all other liens and encumbrances except: (i) liens and encumbrances recorded prior to the recordation of the Declaration; (ii) liens of any mortgagee holding a mortgage on a Unit and recorded prior to the recordation of a statement of condominium lien pursuant to § 11-110 of the Act, and (iii) liens for real estate taxes and municipal assessments or charges against the Unit.

22. Captions.

The captions herein are used solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof.

23. Gender and Number.

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

24. Exhibits.

EXHIBITS A and B attached hereto, and the Plats, are an integral part of this Declaration.

25. Invalidity and Severability.

It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision is invalid or void under any applicable Federal, state or local law or ordinance, the remainder shall be unaffected thereby.

26. Relocation of Unit Boundaries; Subdivision of Units.

A. No Unit Owner may grant by deed part of a unit and incorporate it as part of another unit.

B. If the Unit Owner of two or more adjacent Units desires to consolidate them, the Board of Directors of the Council shall authorize the Unit Owner to remove all or part of any walls separating the Units if the removal does not violate any applicable statute or regulation, provided, however, that the holders of any mortgage on the affected Units consent to such removal, and provided further that an amendment to the Declaration and Plats reflecting such removal be filed among the land records of Baltimore County.

C. No Unit shall be partitioned or subdivided into two or more Units.

27. Termination of Condominium.

A. If there is no Unit Owner other than the Declarant, the Declarant may unilaterally terminate the Condominium, and any such termination shall become effective upon the recordation of an instrument of termination executed by the Declarant.

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B. If there is any Unit Owner other than the Declarant, then the Condominium shall be terminated only by the agreement of Unit Owners to which one hundred percent (100%) of the votes in the Council are allocated.

C. In the event of a termination other than by condemnation or eminent domain, the termination procedures set forth in Section 11-123 of the Real Property Article of the Code of Maryland, or any successor thereto, shall govern the procedure for effecting the termination and the distribution of any assets of the Condominium.

D. Termination of the Condominium shall be subject to the approval of the appropriate officials of Baltimore County.

28. Existing Easements.

The land is subject to the easements, encroachments and rights-of-way as heretofore recorded among the land records of Baltimore County.

29. Future Easements.

The Council shall have, subject to approval by the appropriate officials of Baltimore County, an irrevocable right and authority to grant specific easements, rights-of-way, licenses, and similar interests affecting the Common Elements provided that such easements, rights-of-way, licenses, and similar interests are for public utilities and for other public purposes consistent with the intended use of the Common Elements by the Condominium.

30. Limitation of Liability.

Any obligation or liability made, entered into or incurred by or on behalf of B. F. Saul Real Estate Investment Trust binds only its Trust property, and no shareholder, trustee, officer, or agent assumes or shall be held to any liability therefor.

31. Managing Agent.

The Board of Directors shall employ in the name of the Council a professional Managing Agent, at a compensation fixed by the Board of Directors, to perform such duties as the Board of Directors may authorize, including, but not limited to, the duties listed in Section 4.1 of the Bylaws other than the powers and duties set forth in paragraphs E, H, and L of Section 4.1 of the Bylaws. The Board of Directors shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function delegated. Any agreement between the Board of Directors and the Managing Agent shall be in writing and shall provide that it may be terminated, with cause, on thirty (30) days' written notice, and without cause and without payment of a termination fee on ninety (90) days' notice, provided, however that any agreement entered into prior to the conveyance by Declarant of Units having a majority of the votes in the Council shall be subject to termination by majority vote of the Council upon thirty (30) days' notice, without penalty. The term of any such agreement shall not exceed one year. The Declarant, or an affiliate of the

Declarant, may be employed as Managing Agent. After the initial Managing Agent has been named, the Board of Directors shall not employ any new Managing Agent without thirty (30) days' written notice to the First Mortgagees. The Council may not terminate professional management and assume self-management without first obtaining the prior written consent of seventy-five percent (75%) of the First Mortgagees (based on one vote for each mortgage owned).

32. Reserve Fund For Capital Improvements, Replacements and Major Repairs.

The Board of Directors shall establish and maintain a reasonable fund for capital improvements, replacement and major repairs by providing for a reserve fund in the Annual Budget, segregating such reserve fund on the books of the Condominium, and allocating and paying monthly to such reserve fund one-twelfth of the total amount budgeted for such reserve fund for the current fiscal year. The portion of the Unit Owners' assessments paid into such reserve fund shall be conclusively deemed to be contributions to the capital of the Condominium by the Unit Owners. Such reserve fund may be expended for the purposes of capital improvements, replacements and major repairs. If for any reason, including nonpayment of any Unit Owner's assessment, such reserve fund is inadequate to defray the cost of a required capital improvement, replacement or major repair, the Board of Directors may at any time levy an additional assessment against the Unit Owners in proportion to the respective Fractional Interests of their Units, payable into such reserve fund in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall give notice of any such further assessment on the Unit Owners by a statement in writing giving the amount and reasons therefor, and such additional assessments shall become due and payable, unless otherwise specified in the notice, with the next monthly assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of additional assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessment.

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

33. Restrictions on Use of Units and Condominium.

A. The Board of Directors is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Condominium; provided, that such Rules and Regulations are not contrary to or inconsistent with the Act, this Declaration, or the Bylaws. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time the same become effective. The Rules and Regulations set forth in this Declaration may be amended only in the manner required by Article 15 of this Declaration. Certain other Rules and Regulations, which are set forth in Article VIII of the Bylaws, may only be amended in the manner set forth in Article VII of the Bylaws.

B. The use of the Condominium is subject to the following restrictions, which shall constitute the initial Rules and Regulations of the Council:

(1) All Units shall be used only for private residential purposes, except for such temporary uses as may be permitted from time to time by the Board of Directors and for uses reserved to the Declarant pursuant to the Declaration. This provision shall not be construed to prevent the Declarant from using any Unit for model sales office or display purposes nor to prohibit the leasing of Units owned by the Declarant, subject to the provisions of the Condominium Instruments. The Declarant, in adopting the Condominium Instruments, specifically reserves an easement and express right and power to so utilize these Units. No activity shall be conducted or maintained in any Unit or upon any of the Common Elements which is not in conformity with applicable zoning regulations.

(2) No furniture, furnishings or equipment having unusual weight-loads shall be permitted in any Unit without the prior written consent of the Board of Directors, which consent the Board of Directors may withhold in its sole discretion. Items specifically requiring prior approval shall include waterbeds and weight-lifting equipment.

(3) No nuisances shall be allowed in the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.

(4) No Unit or Common Elements of the Condominium may be used for any unlawful purpose.

(5) No Unit Owner, resident or lessee shall direct or engage any employee of the Condominium on any private business of such Unit Owner, resident or lessee while such employee is on duty, nor shall he direct, supervise or in any manner attempt to assert control over any such employee or over any contractor acting under a contract or agreement with the Council.

(6) No activity shall be done or maintained in any Unit or upon any Common Elements which will increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors.

(7) In the use of the Units and the Common Elements of the Condominium, Unit Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules and Regulations adopted by the Board of Directors.

(8) A Unit Owner may lease his Unit for a term of not less than one year provided that (i) any lease agreement shall be in writing in a form approved by the Board of Directors, shall provide that its terms are subject in all respects to the Condominium Instruments and that the failure by the lessee to comply with the Condominium Instruments shall be a default under the lease; (ii) a fully conformed copy of said lease or renewal thereof shall be delivered to the Board of

Directors within seven (7) days after execution; and (iii) the Board of Directors has the power to terminate such lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder, in the event of a default by the tenant in the performance of such lease. No Unit may be leased for transient or hotel purposes, and no Unit Owner may lease less than the entire Unit. For the purposes of these Bylaws, any agreement for the leasing or rental of the Unit shall be deemed a "lease." The restrictions of this paragraph shall not apply to the Declarant or any First Mortgagee who comes into possession of a Unit pursuant to a foreclosure sale, judicial sale or transfer or conveyance in lieu of foreclosure.

34. Right of Access.

Each Unit Owner grants a right of access to his Unit to the Board of Directors, the Managing Agent, to the Declarant so long as the Declarant is a Unit Owner, and to any other person authorized by the Board of Directors for the purpose of making inspections and for the purpose of correcting any condition in his Unit which affects 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, or for the purpose of maintaining, repairing, or replacing the Limited Common Elements, or to correct any condition which violates the provisions of any mortgage covering another Unit, and for the purpose of performing all acts and doing all things reasonably necessary and proper in connection with the Declarant's conversion of the property to a condominium regime, provided that reasonable notice of such entry shall be given to the Unit Owner. In case of an emergency involving manifest danger to public property and safety, such right of entry shall be immediate whether the Unit Owner is present at the time or not. The right of access granted herein shall not extend to other Unit Owners (unless such Unit Owners have been authorized by the Board as aforesaid), except in the case of an emergency involving manifest danger to public property and safety. For the purpose of emergencies, each Unit Owner shall be required to provide the Board of Directors with a key to all locks to his Unit, and, if a Unit Owner fails to provide such key(s), emergency entry may be accomplished by forcing the door to said Unit without liability and at the Unit owner's expense.

35. Limitation of Liability.

The Council shall not be liable for any failure of water supply or other services to be obtained by the Council or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council shall not be liable to the owner of any Condominium Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Condominium Unit, or from any action taken by the Council to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority or for the

dispossession of the Unit Owner by reason of fire or other casualty, except to the extent covered by insurance.

36. Insurance, Destruction, Restoration, Condemnation and Distribution.

A. Authority. The Board of Directors shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors, but in no event less than the amount required by Section B hereof. The insurance premiums paid by the Board shall be charged as items of Common Expense. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgagee endorsements to all First Mortgagees of the Units, if requested. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss to be payable to the Board of Directors as Insurance Trustee for the benefit of each Unit Owner and his mortgagee according to his Fractional Interest.

B. Coverage. The Condominium shall be insured, to the extent available, against casualty in a minimum amount equal to the maximum insurable replacement value thereof (i.e., 100% of replacement costs based upon the value of replacing the Building and all improvements of the Condominium utilizing contemporary building materials and technology, exclusive of excavations and foundations) as determined annually by the Board of Directors with assistance of the insurance company affording such coverage. The policy shall cover all the improvements of the Condominium except those made by a Unit Owner at his expense and shall contain a "condominium replacement cost" endorsement. Such coverage shall afford protection against:

1. loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard extended coverage endorsement; and

2. such other risks as shall customarily be covered with respect to projects similar in construction, location and use as the directors in their sound discretion may deem advisable.

Such coverage shall insure the Buildings (including all of the Units and the bathroom, laundry and kitchen equipment, fixtures and cabinets, and electrical fixtures, together with all air conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), and other Condominium property including all personal property owned by the Council included in the Common Elements. If there is a steam boiler in operation, the Condominium shall have boiler explosion insurance in the amount of \$250,000 per accident per location. The Condominium also shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required by the Board, which, however, in no event shall be less than \$1,000,000 with respect to any one occurrence. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Council as a group, the Board and each individual Unit Owner and a severability of interest endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of

the negligent acts of the Council or other unit owners. The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Council. Workmen's Compensation insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Board of Directors may obtain such additional insurance coverage as it may deem advisable and appropriate or as may be requested from time to time by a majority of the Unit Owners.

C. Limitations. Insurance obtained pursuant to the requirements of this Section 36 shall be subject to the following provisions:

1. Each policy shall be written with a company or companies which are licensed to do business in the State of Maryland and which falls into a category of Class VI or better in the current edition of Best's Key Rating Guide.

2. No insurance coverage obtained and maintained pursuant to the requirements of this Section 36 shall be brought into contribution with insurance purchased individually by any of the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Board of Directors pursuant to the requirements of this Section shall exclude such policies from consideration.

3. Each policy shall provide that it may not be cancelled or substantially modified or reduced without at least thirty (30) days' prior written notice to all insureds named thereon, including all named First Mortgagees.

4. Each policy of casualty insurance shall provide that, notwithstanding any provisions thereof which gives the carrier the right to elect to restore, or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors.

5. Each policy shall contain a waiver of subrogation by the insurer as to any and all claims against the Unit Owners, the Council, the Board of Directors, the Managing Agent, and their respective agents, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured.

6. Each policy shall contain provisions (i) that its coverage shall not be prejudiced by any act or neglect of any occupants or Unit Owners of the Condominium or their agents when such act or neglect is not within the control of the insured, or the Unit Owners collectively; and (ii) that it shall not be prejudiced by failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control.

7. The scope, amount, and kinds of coverage shall at all times meet the minimum standards of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association. In addition, any insurance requirements not set forth in this Declaration but required by the laws of the State of Maryland shall be complied with.

D. Notice of Insurance Coverage. The Board of Directors shall promptly furnish to each Unit Owner written notice of the procurement, subsequent changes, or termination of each insurance policy obtained on behalf of the Council.

E. Individual Policies. Each Unit Owner or any mortgagee may obtain at his own expense additional insurance, including a "condominium unit owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Unit Owner. Such insurance shall contain the same waiver of subrogation provision as that required by Section C.5. above. It is recommended that each Unit Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Council, a "Condominium Unit Owner's Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. No Unit Owner shall maintain insurance coverage which will tend to decrease the amount which the Council may realize under any insurance policy which it may have in force at any particular time; the Board of Directors may require that each Unit Owner shall file with the Managing Agent a copy of each individual policy of insurance purchased by the Unit Owner within thirty (30) days after its purchase; the Board of Directors may also require that each Unit Owner shall notify the Board of Directors of all improvements made by him to his Unit having a value in excess of \$1,000.

F. Insurance Trustee. The Board of Directors shall serve as the Insurance Trustee. All insurance policies purchased by the Council shall be for the benefit of the Council, each Unit Owner and his First Mortgagee, as their respective interests may appear, and shall provide that proceeds payable pursuant to the policies shall be paid directly to the Board of Directors as Insurance Trustee. All policies shall provide that adjustment of loss shall be made by the Board of Directors.

G. Covenants for Benefit of Mortgagees. Proceeds of insurance policies received by the Insurance Trustee as a result of damage to the Condominium by casualty shall be distributed to or for the benefit of the Unit Owner entitled thereto, after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

1. Proceeds are to be paid first to repair or restore damage or destruction, as elsewhere provided herein. After defraying the cost of the repair or restoration, all remaining proceeds shall be payable jointly to the Unit Owners and First Mortgagees, if any, entitled thereto. This covenant is for the benefit of any First Mortgagee and may be enforced by such mortgagee.

2. If the entire Condominium is not repaired or replaced:

(1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

(ii) The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the owners and First Mortgagees (as their interests may appear) of those Units and the owners and First Mortgagees (as their interests may appear) of the Units to which those Limited Common Elements were assigned; and

(iii) The remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their Common Element Interest.

3. If the Unit Owners vote not to rebuild any unit, that unit's entire Common Element interest, votes in the Council of Unit Owners, and common expense liability are automatically reallocated upon the vote as if the Unit had been condemned, and the Council promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subparagraph, the provisions of Article 27 of this Declaration shall govern the distribution of insurance proceeds if the Condominium is terminated.

H. Reconstruction. (a) If any part of the Condominium shall be damaged or destroyed, it shall be repaired or replaced promptly by the Council of Unit Owners unless:

- (1) the Condominium is terminated;
- (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (3) eighty percent (80%) of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild.

(b) If any part of the Condominium shall be destroyed or damaged and such destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof shall, at least, be to the extent of the replacement value of the property destroyed or damaged, and as nearly as practicable to the character of the Building or improvement existing immediately prior to such casualty. Any reconstruction or repair shall be done in accordance with the outstanding building code requirements of the State of Maryland and Baltimore County and may be done with contemporary building materials, and achieved by utilizing updated construction systems and technology.

(c) If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is borne by the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty and shall be entitled to apply, with the assistance of the Board of Directors, for the applicable insurance proceeds. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Board of Directors.

(d) The proceeds of insurance collected on account of casualty and funds received by the Board of Directors from collections of assessments against Unit Owners on account of

such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the amount of the estimated cost of reconstruction and repair is \$10,000 or less (as estimated by the Board of Directors), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided.

(2) If the estimated cost of reconstruction and repair of the building or other improvement is more than \$10,000, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the State of Maryland and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services rendered and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, and stating that

(i) the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished;

(ii) there is no other outstanding indebtedness known to the said architect for the services and materials described and releases of liens have been obtained; and

(iii) the cost, as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

I. Condemnation. An award, settlement or other compensation arising from the taking of, injury to, or destruction of part or all of the Condominium by condemnation or the exercise of the power of eminent domain shall be awarded as follows:

1. Each Unit Owner shall be entitled to the entire award made for the taking of all or part of his respective Unit and for consequential damages to his Unit.

2. Any award for the taking of Limited Common Elements shall be allocated to the Unit Owner or owners to which the use of such Limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements.

3. Any award for the taking of General Common Elements shall be allocated to all Unit Owners in proportion to the respective Fractional Interests in the Common Elements assigned in Exhibit B to the Declaration.

4. All award sums are to be paid jointly to the Unit Owners and First Mortgagees, if any, entitled thereto. This covenant is for the benefit of any First Mortgagee and may be enforced by such mortgagee.

5. Following the taking of any part of the Common Elements, the Council shall not be obligated to replace such improvements taken but promptly shall undertake to restore the remaining improvements to a safe, habitable, and useable condition. Any costs of such restoration shall be a common expense.

6. Following the taking of all or part of any Unit, the Fractional Interests appurtenant to the Unit shall be adjusted in proportion to the amount of floor area of the Unit to the floor area of the Unit prior to the taking. The Council of Unit Owners shall promptly prepare and record an amendment to the Declaration (i) reflecting the new Fractional Interests appurtenant to the Unit and (ii) proportionately adjusting the Fractional Undivided Interests of all other Units by reducing the denominator of the fractions reflected in Exhibit B by an amount equal to the reduction in the Fractional Interest of the Unit affected by the condemnation, and thereupon recalculating all Fractional Interests in accordance with the new denominator. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit. Following the taking of all of a Unit, the right to vote formerly appurtenant to the Unit shall terminate.

J. Assessments if Insurance or Condemnation Proceeds are Inadequate. Immediately after a casualty or condemnation causing damage to property for which the Board of Directors has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed estimates of the cost to restore the damaged property. Such costs may include professional fees and premiums for such bonds as the Board desires. If the proceeds of insurance or of the condemnation are not sufficient to defray such estimated costs, a special assessment shall be made against all the Units in proportion to the Fractional Interests of the Units, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for payment of the costs thereof are insufficient, assessments shall be made against all of the Units in proportion to their Fractional Interests in sufficient amounts to provide funds for the payment of such costs.

K. Disbursements. Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds, or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certified statement of the Council or the Board of Directors.

D. Notification. The Board of Directors shall timely notify in writing: (a) the First Mortgagee of the Unit whenever damage to the Unit covered by the mortgage exceeds

\$1,000; and (b) all First Mortgagees whenever damage to the Common Elements exceeds \$10,000. If any Unit or portion thereof or the Common Elements, or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagees of all such Units and Common Elements shall be given timely written notice of any such proceeding or proposed acquisition.

M. Premiums and Deductibles. Premiums and deductibles upon all insurance policies purchased by the Board of Directors shall be deemed to be a Common Expense.

37. Mortgages.

A. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board through the Managing Agent of the name and address of his mortgagee; the Board shall maintain such information in a book entitled "Mortgagees of Units."

B. Notice of Unpaid Assessments. The Board, whenever so requested in writing by a mortgagee, shall promptly report any then unpaid assessments due from, or any other default by, the owner of the mortgaged Unit.

C. Notice of Default. The Board shall give written notice to a Unit Owner of any default by the Unit Owner in the performance of any obligations under the Act or Condominium Instruments, and, if such default is not cured within 60 days, shall promptly send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

D. Examination of Books. Each Unit Owner and each First Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month. Each First Mortgagee, upon request to the Board of Directors, will be entitled to receive an annual audited financial statement of the Condominium within ninety days following the end of any fiscal year of the Condominium.

E. Notice of Meetings. Upon request, each First Mortgagee of a Unit shall receive notice, in writing, of all meetings of the Council and of all proposed amendments of the Bylaws, and shall be permitted to designate a representative to attend all such meetings.

F. Manner of Notice. Unless specified otherwise in other sections of these Bylaws, whenever any notice is required to be given under the provisions of the Act or of the Condominium Instruments to any mortgagee, director or Unit Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, or hand delivery. Such notice may be accomplished by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, director or Unit Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

G. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Act or the Condominium Instruments, a waiver thereof, in writing, signed

Order: RFZFCHSFG
 Act 23-
 Address: 7 Suntop Ct Unit 101
 Order Date: 06-30-2023
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by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

38. Notice of Loss to or Taking of Common Elements.

The Board of Directors shall give written notice to Federal Home Loan Mortgage Corporation, the Veterans Administration, and the Federal National Mortgage Council (c/o the appropriate Servicer) of any loss to or taking of the Common Elements of the Condominium, if such loss or taking exceeds Ten Thousand (\$10,000) Dollars, or, with respect to a Unit covered by a mortgage which has been purchased, in whole or in part, where the loss or taking exceeds One Thousand (\$1,000) Dollars.

39. All rights of approval granted herein to Baltimore County shall remain in effect only for so long as County approval of instruments affecting condominiums is required.

IN WITNESS WHEREOF, B.F. Saul Real Estate Investment Trust and TRP Properties, Incorporated have caused this Declaration to be signed this 11th day of January, 1982.

B.F. SAUL REAL ESTATE INVESTMENT TRUST

Witness:

John A. Moffet Jr.

By: *Philip D. Caraci*
Philip D. Caraci, Administrative Vice President

WITNESS:

John A. Moffet Jr.

TRP PROPERTIES, INCORPORATED
By: *Philip D. Caraci*
Philip D. Caraci, Administrative Vice President

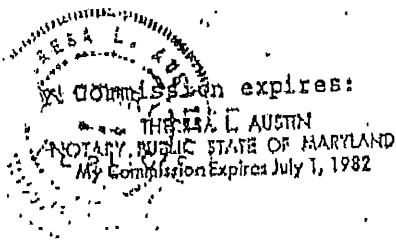
STATE OF MARYLAND
COUNTY OF MONTGOMERY

SS:

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Caraci, Administrative Vice President, of B.F. Saul Real Estate Investment Trust and acknowledged the foregoing Declaration to be the act and deed of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 11th day of January, 1982.

Theresa S. Austin
Notary Public

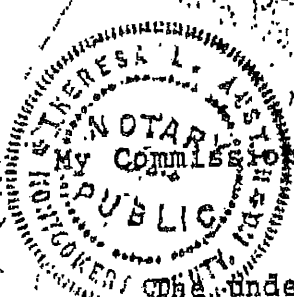


STATE OF MARYLAND)
) SS:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared Philip D. Carac Administrative Vice President of TRP Properties, Incorporated and acknowledged the foregoing Declaration to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th day of January, 1982.

Theresa A. Austin
Notary Public



expires:

THERESA L. AUSTIN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

James C. [Signature]

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

[Signature]
ASSISTANT COUNTY SOLICITOR

THE UNDERSIGNED HEREBY AFFIRM under the penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Articles, if applicable, have been fulfilled.

B.F. SAUL REAL ESTATE INVESTMENT TRUST

By: Philip D. Caraci
Philip D. Caraci, Administrative
Vice President

TRP PROPERTIES, INCORPORATED

By: Philip D. Caraci
Philip D. Caraci, Administrative
Vice President

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
ASSISTANT COUNTY SOLICITOR

DATE: 07/17/2008
ADDRESS: 10000 WOODBURN AVE
BALTIMORE, MD 21286
PHONE: (410) 326-1000
FAX: (410) 326-1001

**Insurance Dec Page
Rockland Run Condominium**

Order: 2152F02B3F0
Address: 7 Dunlop Ct Apt 501
Order Date: 08/30/2023
Document not for resale.
Chad, MWB-Docs

NOTEPAD

INSURED'S NAME Rockland Run Condominium c/o

ROCKL-1
OP ID: ND

PAGE 2
Date 02/20/2023

Blanket Building Limit \$47,801,250
Deductible \$10,000
Condo master policy includes "walls-in" coverage but does not include additions or alterations made by the unit owner. Replacement cost coverage applies. Coinsurance N/A. Wind 1% Deductible. Separation of insureds included.
4% Inflation Guard

Ordinance or Law A - Included
Ordinance or Law B & C Combined - \$50,000

Employee Dishonesty and Forgery or Alteration included in the package policy. \$10,000 limit. 2/4/23 to 2/4/24. Managing agent included in coverage.

Directors & Officers Liability \$1,000,000 each claim, \$1,000,000 aggregate. 2/4/23 to 2/4/24.

241 Units.

Location Schedule:

- 2 Long Stream Ct, Baltimore, MD 21209
- 4 Long Stream Ct, Baltimore, MD 21209
- 6 Long Stream Ct, Baltimore, MD 21209
- 8 Long Stream Ct, Baltimore, MD 21209
- 10 Long Stream Ct, Baltimore, MD 21209
- 1 Wind Blown Ct., Baltimore, MD 21209
- 3 Wind Blown Ct., Baltimore, MD 21209
- 5 Wind Blown Ct., Baltimore, MD 21209
- 7 Wind Blown Ct., Baltimore, MD 21209
- 9 Wind Blown Ct., Baltimore, MD 21209
- 11 Wind Blown Ct., Baltimore, MD 21209

- 1800 Snow Meadow Lane, Baltimore, MD 21209
- 1802 Snow Meadow Lane, Baltimore, MD 21209
- 1804 Snow Meadow Lane, Baltimore, MD 21209
- 1801 Snow Meadow Lane, Baltimore, MD 21209
- 1803 Snow Meadow Lane, Baltimore, MD 21209
- 1805 Snow Meadow Lane, Baltimore, MD 21209
- 1807 Snow Meadow Lane, Baltimore, MD 21209
- 1809 Snow Meadow Lane, Baltimore, MD 21209
- 1811 Snow Meadow Lane, Baltimore, MD 21209
- 1 Sun Top Lane, Baltimore, MD 21209
- 3 Sun Top Lane, Baltimore, MD 21209
- 5 Sun Top Lane, Baltimore, MD 21209
- 7 Sun Top Lane, Baltimore, MD 21209
- 9 Sun Top Lane, Baltimore, MD 21209
- 11 Sun Top Lane, Baltimore, MD 21209
- 13 Sun Top Lane, Baltimore, MD 21209
- 15 Sun Top Lane, Baltimore, MD 21209

Order # 242711216
Address / Company / Unit #
Cable Data 01 20 2023
Insurance and Security
Insurance Dept

Rules and Regulations

Rockland Run Condominium

Order: RFZTCHE5G
Address: / Condo # 3 Unit 101
Order Date: 08-20-2022
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ASBESTOS NOTIFICATION

NOTIFICATION TO UNIT OWNERS, CONTRACTORS AND OCCUPANTS REGARDING THE PRESENCE OF ASBESTOS CONTAINING CONSTRUCTION MATERIAL AT

THE ROCKLAND RUN CONDOMINIUM

This notification is being furnished to inform you about the recent discovery of asbestos containing materials (ACM) within the Rockland Run Condominium. The discovery was made in December 2012 within the common area hallways and within some units at 1 Windblown Court. Owners of units within Rockland Run Condominium are entitled to review the report on testing for asbestos that was performed by the Condominium's licensed contractor. Unit owners may contact the community manager to review the report.

Only the presence of asbestos materials does not create a health risk to residents according to the United States Environmental Protection Agency (EPA). Only when asbestos materials are disturbed or dislodged causing the asbestos fibers to be released are there significant health risks involved. Some activities of concern are sanding, scraping, pounding and any other remodeling activity that may release dust into the air and cause asbestos particles to be released.

The Maryland Department of the Environment recognizes asbestos as a "naturally occurring mineral found in certain rock formations that is mined from open pit mines". Because of its high tensile strength and thermal insulation properties, asbestos was commonly used in building products such as acoustic insulation, thermal insulation, fireproofing, and other materials. The ACM are sometimes present in many buildings that were built before 1981. Rockland Run Condominium was constructed prior to 1981. Unfortunately, when the ACM are disturbed, such as during a renovation or demolition, the short, thin asbestos fibers can be released into the air, where they can be inhaled into the lungs. The prolonged inhalation of asbestos fibers can cause serious illnesses including malignant lung cancer, mesothelioma, and asbestosis.

Federal law requires that certain precautions be taken to minimize the chances of damaging or disturbing materials that contain asbestos. The EPA does not require asbestos material to be removed. This notice is being provided to help you avoid any unintentional contact with the ACM, to assure that appropriate precautionary measures are taken before distributing any ACM, and to assist in making appropriate disclosures to unit owners, contractors and others.

Since there is no safe level of asbestos exposure, the State of Maryland and the United States Government regulate how people work with asbestos including the removal, repair or encapsulation of asbestos, the approval of asbestos training providers, the regulation of people accredited to perform asbestos work, and asbestos in school buildings. These regulations are

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Address: / Suntop Ct Unit 101
Order Date: 08-30-2023
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designed to create a minimum disturbance of asbestos-containing materials, so that fewer asbestos fibers become airborne. Fortunately, all licensed asbestos workers are highly trained professionals who are aware of the best ways to keep themselves, others, and the environment safe during asbestos abatement.

We have engaged qualified asbestos consultants to survey the building at 1 Windblown Court for asbestos and, to the extent necessary, to abate asbestos in certain portions of the building in accordance with all applicable federal, state and local laws, ordinances, and regulations. During any period when work is being done in areas containing ACM, the areas will be closed to all but those workers involved in the project. Please observe posted signs and comply with all instruction regarding access to the area.

With respect to any asbestos not being abated in the common area hallways or within units among the many buildings in the Rockland Run Condominium, we have no reason to believe that such asbestos is currently in a condition to release asbestos fibers, which would pose a significant health hazard to the building's occupants; this should remain so if such asbestos materials are properly handled and remain undisturbed. You should take into consideration that our knowledge as to the absence of health risks is based solely upon general information and the information provided to us by our qualified asbestos consultants and that we have no special knowledge concerning potential health risks resulting from exposure to asbestos in the any one of the buildings within the Rockland Run Condominium. We therefore encourage you to contact local or state public agencies if you wish to obtain a better understanding of the potential impacts resulting from exposure to asbestos.

Because any alteration or other work at your property could disturb ACM and possibly release asbestos fibers into the air, or asbestos dust onto surfaces, we request that you notify the Condominium prior to beginning such projects. This includes major alterations as well as minor improvement, renovation, remodeling, etc. work including but not limited to telecommunications or computer lines upgrade, sanding or finishing floors, removing flooring, removing ceilings, removing walls, or other work which disturbs ACM. In many cases, such activities will not affect ACM, but we request that you notify the Condominium in advance. The Condominium has a right to inspect an individual unit and make any necessary repairs in accordance with Section 11-125 of the Maryland Condominium Act for public safety or to prevent damage to other portions of the condominium. An individual or contractor who is not qualified to handle ACM should not attempt any such work.

In connection with the foregoing, the Condominium requires that any unit owner, contractor, or other party must obtain prior written approval from the Board of Directors before performing any alterations on any unit or common area property which that might disturb ACM or involve exposure to asbestos fibers or dust as described above.

Thank you for your attention to this matter and for your anticipated cooperation in dealing with asbestos materials at the Rockland Run Condominium.

Order: 2015-01-14-00
Approved by: [Signature]
Order: 2015-01-14-00
Approved by: [Signature]
Order: 2015-01-14-00