

LINDEN-RIALTO CONDOMINIUM  
CONDOMINIUM DECLARATION

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LINDEN-RIALTO CONDOMINIUM

CONDOMINIUM DECLARATION

THIS DECLARATION, Made in Baltimore City, State of Maryland, this 12 day of JUNE, 1984, by LINDEN-RIALTO DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Maryland.

WHEREAS, by Deed dated the 3rd day of May, 1983, and recorded among the Land Records of Baltimore City, Maryland in Liber S.E.B. No. 46, folio 697, et seq., the Mayor and City Council of Baltimore, Maryland granted and conveyed unto Linden-Rialto Development Corp. (hereinafter called "Developer") all those certain parcels of land and the improvements thereon more particularly described in Exhibit A attached hereto and made a part hereof by reference; and

WHEREAS, the improvements upon the parcels of land include eleven (11) three-story buildings known as 2016, 2024, 2034, 2036, 2038, 2040, 2044, 2046, 2048, 2050 and 2052 Linden Avenue, with each building containing two (2) condominium units; and

WHEREAS, it is the intention of Developer to subject the parcels of land and the improvements thereon to a condominium regime (all of which parcels of land, improvements thereon and appurtenances thereto, either at this time or at any time hereafter, being hereinafter collectively referred to as the "Condominium"), and to that end, Developer has caused to be prepared by Evans, Hagan & Holdefer, Inc. a series of plats (hereinafter called the "Condominium Plats") consisting of 6 sheets, entitled "Linden-Rialto Condominium", dated JUNE 12, 1984.

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

ARTICLE I

Declaration of Condominium

Developer does hereby declare its intent and does subject to a condominium regime pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland (the "Act"), all those parcels of ground lying in Baltimore City, State of Maryland, more particularly described in Exhibit A attached hereto and made a part hereof which is encompassed within the area shown and designated on the Condominium Plats.

TOGETHER WITH the buildings and improvements thereon erected and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, however, subject to the following:

(i) Provisions of the Urban Renewal Plan for the "Reservoir Hill" Project, adopted by Ordinance No. 33, approved April 10, 1972, and amended from time to time thereafter.

(ii) Provisions of the Disposition Agreement dated January 12, 1983, by and between the Mayor and City Council of Baltimore, Department of Housing and Community Development and the Developer, and recorded among the Land Records of Baltimore City, Maryland in Liber S.E.B. No. 13, folio 545.

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(iii) Deed from the Mayor and City Council of Baltimore to Developer dated May 3, 1983 and recorded among the said Land Records in Liber S.E.B. No. 46, folio 697.

Said parcels of land and the improvements constructed thereon are shown on the Condominium Plats, which are incorporated herein by reference. The Condominium Plats are recorded or are intended to be recorded simultaneously herewith among the Condominium Plat Books of the Land Records of Baltimore City.

ARTICLE II

Name

The name of the Condominium shall be:

LINDEN-RIALTO CONDOMINIUM

ARTICLE III

Description of Condominium

The Condominium shall consist of the land described in Exhibit A attached hereto, the appurtenances thereto and the improvements erected thereon, as shown on the Condominium Plats. The improvements consist of twenty-two (22) condominium units located within the eleven (11) buildings.

The Condominium is divided in the manner and to the extent depicted on the Condominium Plats into Condominium units and common elements, which are further subdivided into Limited Common Elements and General Common Elements.

ARTICLE IV

Description of Units

Units will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto, and also an undivided percentage interest in the common elements of the Condominium as set forth in Article VI hereof.

The dimensions, area and locations of each unit are shown graphically and as noted on the Condominium Plats, provided, however, that the existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity to the Condominium Plats shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries, as described herein or shown on the Condominium Plats, and the existing physical boundaries of any such unit or common element.

Each Condominium unit shall have and be known by a number or letter, or combination thereof, corresponding to the number or letter, or combination thereof shown on the Condominium Plats and the individual floor plans for the building in which located.

The Condominium shall contain twenty-two (22) residential units. The location within the Condominium, and the dimensions, of each unit are shown on the Condominium Plats and are more particularly defined by the provisions of this Article IV.

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Except as may be otherwise provided herein, each unit shall consist of all of the following:

1. (a) A horizontal and vertical property space or area extending horizontally from the interior unfinished surface of the exterior masonry or frame walls, to the unit side or surface of the framing portion of the partition walls separating the unit from an adjoining unit, corridor, hall or other common element or common elements so that each unit includes any plaster, paint or wall covering on all of said walls, but excludes all doors and windows; and, extending vertically, from the top or surface of the subfloor of the unit to the upper surface of the ceilings of the unit.

(b) Any circuit breaker panel and any and all electrical installations and fixtures (including, by way of example, rather than of limitation, any and all outlets, switches, lampholders, rear security lights, or other electrical service terminals, wherever located) which exist for the exclusive use of such unit, and all wiring and conduit running from any such circuit breaker panel to any such installation or fixture.

(c) All of the equipment for the heating and air conditioning mechanisms located within the mechanical room of each building, including all mechanical equipment and appurtenances located outside such unit, which are designed, designated or installed to serve only that unit, and all of its controls and control wiring.

(d) All duct work running from such heating and air conditioning unit to its outlets into such unit, and any such outlets.

(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 another unit.

(f) All bathroom and kitchen plumbing fixtures and connections thereto for such unit, including, by way of example rather than of limitation, all sinks, faucets, commodes, bathtubs, 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 another unit.

(g) All improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of such unit as hereinabove set forth, as well as all improvements, fixtures and installations specifically designated by the provisions hereof as being part of such unit, but not located within such boundaries.

2. Each Condominium unit shall consist of the area shown shaded as Condominium Unit area in the Condominium Plats. Each unit shall include the exclusive right to all space and facilities located within the area described for such unit which are not designated as General Common Elements or Limited Common Elements herein.

Anything contained in the foregoing provisions of this Article IV to the contrary notwithstanding, as described hereinabove, no unit shall include (a) any loadbearing or structural wall, partition or column, or (b) any main, duct, stack, raceway, wire, conduit, line drain, pipe, meter or other similar thing or device which is used in providing any utility

or service to any portion of the Condominium other than, or in addition to, such unit.

If any of the improvements included within the common elements encroach upon any unit, or if any of the improvements included within a unit encroach upon another unit or the common elements, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any building or other improvement forming parts of the Condominium which occurs for any reason (including, by way of example rather than of limitation, the partial or total destruction thereof by fire or other casualty, or as a result of the condemnation or other taking thereof through the exercise or threatened exercise of a power of eminent domain) in accordance with the provisions of this Declaration, the By-Laws and applicable law, an easement for such encroachment and for the maintenance of the improvements so encroaching shall exist for so long as such improvements exist.

ARTICLE V

Description of Common Elements

The common elements include all of the Condominium, except the units. The common elements are divided into Limited Common Elements and General Common Elements.

Limited Common Elements. The Limited Common Elements of the Condominium shall consist of the following:

A. Those portions of the common elements, which, by the provisions of this Declaration or the Condominium Plats, are designated as such, and as being reserved under the provisions of the Declaration for the exclusive use of a unit owner or unit owners of one or more, but less than all, of the units.

B. The right to the use of each of the Limited Common Elements shall be, and is hereby, so reserved and restricted to the respective unit owner or unit owners in accordance with such designation.

C. With respect to each unit, each of the following shall constitute Limited Common Elements which are hereby reserved for the exclusive use by the unit owners thereof:

(1) Any and all sky lights, windows, shutters, lights, awnings, screens, doors, screen doors, and window boxes, which are set within or attached to any of the exterior surfaces of the unit.

D. With respect to the two (2) lower Condominium units located in the buildings known as 2044 and 2046 Linden Avenue, each of the following shall constitute Limited Common Elements which are hereby reserved for the use in common by the said two (2) lower unit owners:

(1) the shared side stoop, the side stairwells, the entire areaway between the two buildings, and the gate at the front of the two buildings. The exclusive right to use such stoop, stairwells, areaway, and gate shall be deemed an easement in common appurtenant to the two (2) units and shall run with the title to the two (2) units.

E. With respect to each of the two (2) units within each building, and except as otherwise provided in Paragraph D hereof, each of the following shall constitute Limited Common Elements which are hereby reserved for the use in common by the unit owners thereof:

(1) The fenced in rear yard area appurtenant to any building together with the fence surrounding it. The exclusive right to use such rear yard area and fence shall be deemed an easement in common appurtenant to the two units within each building and shall run with the title to the units.

(2) The mechanical room and any and all stairways, stairwells, vestibules, gates, fences, front stoops, and the paved walkways, if any, appurtenant to each building. The exclusive right to use such mechanical room, stairways, stairwells, vestibules, gates, fences, front stoops, and paved walkways shall be deemed an easement in common appurtenant to the two units within each building and shall run with the title to the units. The two unit owners having the right to use such mechanical rooms, stairways, stairwells, vestibules, gates, fences, front stoops, and paved walkways, shall be jointly liable for the maintenance, care, cleaning and repair of the same at their expense.

(3) All structural parts of the building, including the roof, structural floor slabs; outside walls of the building (not including glass) supporting columns throughout the building; hallways, chutes, and machinery and equipment for the operation of the building.

(4) The trash storage areas to the rear of each building and yard. The exclusive right to use the trash storage areas shall be deemed an easement in common appurtenant to the two (2) units within each building and shall run with the title to the two units.

E. Except as otherwise provided in the Declaration or By-laws, any expense of ordinary maintenance or repair relating to such Limited Common Elements shall be the responsibility of the owner of the unit to which the element is appurtenant or the unit owner sharing such elements, but all structural maintenance, repair or replacement thereof shall be treated and paid for as a part of the common expenses of the Council unless the same shall be caused by negligence or deliberate act of an individual unit owner or other persons residing in a unit with the unit owner's actual or implied consent or permission, in which case expenses of maintenance, repair or replacement relating to such Limited Common Elements referred to in this Part shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

General Common Elements. The General Common Elements of the Condominium shall consist of:

A. All the common elements not described above as a part of the Limited Common Elements, including, but not limited to the concrete block garage building of approximate dimensions of twelve (12) feet by twenty-three (23) feet located to the rear of the building known as 2050 Linden Avenue, of which garage building the Council may restrict or reserve the use of to any Management Agent employed by the Council.

Any expense of maintenance, repair or replacement relating to the General Common Elements and structural maintenance, repair or replacement of the General Common Elements, shall be treated and paid for as a part of the common expense of the Council unless the same shall be caused by the negligence or deliberate act of an individual unit owner or other persons residing in a unit with the unit owner's actual or implied consent or permission, in which case expenses of maintenance, repair or replacement relating to such General Common Elements referred to in this Part shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

#### ARTICLE VI

##### Interest Acquired

Each unit in the Condominium has all of the incidents of real property under applicable law and the owner of a unit shall have such estate therein as may be acquired in real property, including an estate in fee simple absolute and shall have the same estate as to an undivided percentage interest in the common elements in the Condominium equal to that set forth in Exhibit B attached hereto. Nothing in the provisions of this Declaration shall be deemed to confer upon (a) any unit owner, by virtue of his status as such, or (b) any other person having any other interest in such unit, by virtue of such interest, any interest in any other unit.

The percentage interest of each unit owner in the common expenses and common profits of the Condominium shall be that set forth in Exhibit B attached hereto. Water is furnished to the two (2) units in each building through one meter per building held by the unit owners in common, and the Council of Unit Owners shall pay, as a common expense, all charges for such water. However, the Council of Unit Owners shall bill each unit owner, as part of the unit owner's common expense assessment, for the units pro rata share of the water bill for the building in which such unit is located equal to an amount determined by multiplying the amount of the water bill for the building by a fraction, the numerator of which shall be the square footage of livable floor space within the unit and the denominator of which shall be the square footage of livable floor space within the two (2) units in the building, as set forth for each unit in Exhibit B hereto.

Nothing in this Declaration shall be deemed to require that either the undivided percentage interest in the Common Elements or the percentage interest in the common expenses and common profits of the Condominium of any unit owner be determined by reference to the value, for any purpose and irrespective of how determined, of any of the units or the Condominium, or both, to the extent that such reference is not otherwise required by applicable law.

These percentage interests shall have a permanent character, may not be separated from the respective units to which they are appurtenant and except as provided herein, and may not be changed without the written consent of all of the unit owners and their mortgagees.

ARTICLE VII

Administration

The administration of the Condominium shall be by the Council of Unit Owners (herein called the "Council"), an unincorporated association established by the By-Laws appended to this Declaration, and shall be in accordance with the laws of the State of Maryland and with the provisions of this Declaration, the By-Laws and any proper amendments thereof.

ARTICLE VIII

Votes

The number of votes at meetings of the Council appurtenant to each unit in the Condominium shall be that set forth in Exhibit B attached hereto.

ARTICLE IX

Compliance

Each owner shall comply with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Council or its representatives, as lawfully amended from time to time and uniformly enforced, and failure to comply with any such provision, decision or resolution, shall be grounds for an action by the Council for damages, foreclosure and/or injunctive relief, or any combination thereof, or any other action or relief available at law or in equity.

ARTICLE X

Lien for Assessments

Subject to the limitations of Articles XI and XV hereof, sums assessed by the Council to meet the budget adopted by the Council pursuant to the By-Laws to pay common expenses and any other sums properly assessed by the Council shall be a lien against the unit to which the assessment applied from the time when a statement of condominium lien with respect to such assessment is recorded among the Land Records pursuant to provisions of § 11-110 of the Act, and upon any default in the payment thereof which shall continue for thirty (30) days after written notice of such default to the owner of the unit, sent to the address of the owner of the unit shown on the Roster of Members maintained by the Council, in addition to all other remedies provided by law, the owner of the unit hereby declares his assent to the passage of a decree for the sale of the unit to which the lien applies and hereby authorizes the Council or its duly designated attorney-in-fact to sell such unit. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be made in the same manner and subject to the same requirements as the foreclosure of mortgages or deeds of trust on real property in this State containing a power of sale or an assent to a decree. Suit against the owner of the unit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The terms of any such foreclosure sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.



Upon such foreclosure, the condominium assessment lien shall have preference over any other assessment, lien, judgment or charge of whatsoever nature except:

- a. General and special assessments for real estate taxes on the Condominium unit; and
- b. The lien of any deed of trust, mortgage instrument or encumbrance duly recorded on the unit prior to the time a statement of condominium lien is recorded among the Land Records of Baltimore City.

Subject to such priority, upon any such sale of the property under this provision, the proceeds shall be applied as follows:

1. The repayment of all expenses incident to the sale, including a counsel fee of Seven Hundred Fifty Dollars (\$750.00) for conducting the proceedings if without contest, but if legal services shall be rendered to the Council or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of the court having equity jurisdiction in the State of Maryland; and
2. To the payment of all claims of the Council hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit; and
3. The balance, if any, to the owner of the unit, or to whomsoever may be entitled to the same.

In the event the assessment shall be paid after any advertisement of the unit, but before the sale thereof, the owner hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this provision, and a commission on the total amount of the assessment indebtedness equal to one-half the percentage allowed as commission to Trustees making sale under orders or decree of the court having jurisdiction in the State of Maryland; but said sale may be proceeded with unless, prior to the date appointed therefor, payment be made of said assessment, costs, expenses and commission.

The Council shall have the power to bid in the unit at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

#### ARTICLE XI

##### Rights of Mortgagees

Priority over Assessment. The interest in a unit held by a mortgagee thereof under his mortgage shall be:

- (a) Free of any claim or any lien for any assessment levied against such unit before such mortgage is recorded among the Land Records, unless prior to such recordation a statement of condominium lien (as that term is defined by the

provisions of § 11-110 of the Act) in respect of such assessment is recorded among the Land Records, other than any claim for a pro rata share of the amount represented by such assessment which results from any pro rata reallocation of such assessment among all of the units, including such units; and

(b) Free of any such claim or lien arising after such recordation of such mortgage and before such mortgagee is a mortgagee in possession of such unit.

Actions Conditioned on Mortgagee's Approval. Except as otherwise provided by the Act, the Declaration, or the By-Laws in case of condemnation or substantial loss to the units and/or common elements of the Condominium, and subject to the rights of the Developer set forth in Article XVI of this Declaration, unless eighty percent (80%) of all of the mortgagees of the units give their prior written approval thereof, neither the Council nor any unit owner shall by act or omission:

(a) Abandon or terminate the Condominium;

(b) Partition or subdivide, or seek to partition or subdivide, any such unit;

(c) Seek to abandon, partition, subdivide, encumber, sell or transfer any of the common elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements, or pursuant to other provisions of this Declaration, shall not be deemed prohibited by the foregoing provisions of this subsection;

(d) Change the pro rata interest or obligations of any individual condominium units for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and/or for determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the unit owners in the Condominium in undivided pro rata interests (common elements); or

(e) Use any proceeds derived from hazard insurance and paid to the Council on account of any damage to or destruction of any of the improvements within any unit or the common elements, other than for the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Act in the case of substantial loss to the units or the common elements;

(f) Add or amend any material provisions of the Declaration or By-Laws, which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the common elements; (4) insurance or fidelity bonds; (5) rights to use of the common elements; (6) responsibility for maintenance and repair of the several portions of the Condominium; (7) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (8) boundaries of any unit; (9) interests in the general or limited common elements; (10) convertibility of any units into common elements or of common elements into units; (11) leasing of units; (12) imposition of any right of first refusal; and (13) any provisions which are for the express benefit of mortgagees, or insurers, or guarantors of mortgages on units.

**Right to Inspect and Receive Audited Statement and Notice.** A mortgagee or any insurer or guarantor of a mortgage on a unit, shall, upon request to the Council, and provided that such mortgagee, insurer or guarantor has furnished the Council with the information which it is required by the By-Laws to furnish the Council, in the manner set forth therein, be entitled to:

(a) Inspect the Council's books and records during normal business hours;

(b) Require the preparation of and receive an annual audited financial statement of the Council within ninety (90) days after the end of the fiscal year of the Council, at the expense of such mortgagee, insurer or guarantor;

(c) Be given timely written notice of all meetings of the Council, and to designate a representative to attend all such meetings; and

(d) Be given timely written notice by the Council of:

(i) any proposed amendment of this Declaration, the By-Laws or the Condominium Plats which would effect a change in (1) the boundaries of any unit, (2) the undivided percentage interests in the common expenses and the common profits appurtenant to any unit, (3) the number of votes held by the unit owner of any unit, or (4) the purposes to which any unit or the common elements are restricted by the provisions of this Declaration, the By-laws or the Condominium Plat;

(ii) any proposed termination of the Condominium;

(iii) any condemnation or eminent domain proceeding affecting any or all of the Condominium;

(iv) the occurrence of any significant damage to or destruction of the common elements;

(v) any default by the unit owner of such mortgagee's unit in performing such unit owner's obligations under the provisions of this Declaration or the By-Laws which is not cured within sixty (60) days after the commencement of such default; and

(vi) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Council.

**Rights in event of damage or destruction.** If any or all of the unit is substantially damaged, destroyed or made the subject of any condemnation or eminent domain proceeding, or its acquisition is otherwise sought by any condemning authority, each unit owner and each mortgagee shall have such rights in connection therewith as are set forth in the provisions of the Act, this Declaration, and the By-Laws, including, by way of example rather than of limitation, those provisions governing the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective undivided percentage interests in the common expenses and the common elements, and votes appurtenant to the units, and any restoration or repair of the Condominium necessitated thereby.

Nothing in the provisions of this Declaration, the By-Laws or the Condominium Plat shall entitle the unit owner or any other party to priority over any mortgagee of such unit in the distribution with respect to such unit of the proceeds of (a) any insurance accruing as a result of any such damage or destruction, or (b) any award or settlement made as a result of any such condemnation, eminent domain proceeding or acquisition.

#### ARTICLE XII

##### Common Expenses

All expenses of maintenance of the common elements and for the operation of the Condominium shall be assessed to all units in proportion to the percentage interest in the common expenses for that unit as set forth in Exhibit B attached hereto. All such charges against any Condominium unit and all charges applicable to that unit for repairs (or other corrections) to a unit made pursuant to Section 7.6 of the By-Laws shall be levied and assessed, subject to the terms and conditions which are set forth in the Act, this Declaration, and the By-Laws, as a lien from the time when a statement of condominium lien with respect to such assessment is recorded among the Land Records pursuant to the provisions of § 11-110 of the Act, and shall become due and payable in installments, subject to acceleration on default, as the By-Laws shall provide.

#### ARTICLE XIII

##### Compliance with Condominium Regime/Lease of Unit

All present and future owners, tenants and occupants of units shall be subject to and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement between such owner, tenant or occupant and the Council that the provisions of this Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. A copy of the current By-Laws of the Condominium is filed herewith, marked Exhibit C and made a part hereof.

Notwithstanding anything herein contained to the contrary, in order (i) to protect the equity of the unit owners, (ii) to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as residential buildings of owner-occupied units and by preventing the Condominium from assuming the character of an apartment, renter-occupied complex, and (iii) to comply with the eligibility requirements for financing of federal and state agencies and lenders insofar as such criteria provide that the Condominium be owner-occupied, leasing or licensing of units shall be prohibited except that for so long as any unit shall be subject either to a mortgage from the Maryland Community Development Administration or a mortgage securing Urban Development Action Grant funds or Community Development Block Grant funds, then a

unit may be leased only upon the prior written approval of said mortgagee(s), the Commissioner of the Department of Housing and Community Development of Baltimore City and the Trustees of the Loan and Guarantee Program of Baltimore City. This restriction shall not apply to any mortgagee in possession of a unit. In no event, however, shall any leasing be allowed except pursuant to written agreement approved by the Board of Directors that affirmatively obligates the lessee of the unit to abide by the Declaration, By-Laws, and the Rules and Regulations of the council.

ARTICLE XIV

No Exemption From Liability

No owner of a Condominium unit may exempt himself from liability for his contribution toward the common expense by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

ARTICLE XV

Grantor/Grantee Liability

In a voluntary conveyance of a Condominium unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Council 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 grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any contract purchaser shall be entitled, on written request, to a statement in writing from the Council setting forth the amount of any unpaid assessments against the grantor due the Council and such purchaser shall not be liable for, nor shall the Condominium unit conveyed be subject to a lien for, any unpaid assessments made by the Council against the grantor or the unit in excess of the amount therein set forth.

ARTICLE XVI

Developer Rights

Except as otherwise required by the Act, Developer reserves the right to change the design and arrangement of units, at its expense, including the right to alter the boundaries between units, to incorporate a part or all of a unit as a part of another unit, to consolidate all or a part of two or more units, to divide a unit into two (2) or more units, and/or to designate all or part of a unit as general or limited common elements, as long as Developer owns the units so altered, and in so doing, Developer may remove all or part of any walls separating the units or portions of them if the removal does not violate any applicable statute or regulation. If Developer alters the boundaries of a unit, such alteration shall be reflected by an amendment to this Declaration. If more than one unit is concerned, Developer may reapportion, between the units, the percentage interests appurtenant to the units concerned, and this, too, shall be reflected by an amendment to this Declaration and the Condominium Plat of the unit or units affected.

Anything contained in this Declaration or the By-Laws to the contrary notwithstanding, alteration of a unit or units

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by the Developer as herein provided for need not be approved by the Council, unit owners or purchasers, lienors or mortgagees of units (except a mortgage lender on the entire Condominium or a mortgage lender who has a lien on the unit [or units] affected, whose approval in advance in writing shall be required), and an amendment to this Declaration and the Condominium Plat reflecting an authorized alteration of a unit or units by the Developer as herein permitted need be signed and acknowledged only by the Developer, and may be recorded by the Developer.

ARTICLE XVII

Easement

The Council and Management Agent, if any, and their agents or employees, shall have an irrevocable right and easement to enter units to make repairs to that unit, other units or common elements when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than that unit, and to restore any part of the Condominium. Such entry to a unit shall only be made after twenty-four (24) hours notice given to the owner or occupant of the unit, except in the event of an emergency in which entry may be made without prior notice.

In addition to any easement established by law, each unit shall have, appurtenant thereto, an easement in the common elements for the purposes of providing maintenance, support, repair or service for such unit and to and for the ducts, pipes, conduits, vents, plumbing, wiring and other utility services to the unit. This easement, whether included in said boundaries or otherwise, is a common element.

If any part of the common elements encroaches upon any unit, or if any unit or any part thereof encroaches upon a common element, whether such encroachment is attributable to design, construction, settlement or shifting of the Condominium, or any other reason whatsoever beyond the control of the Developer, the Council and/or any unit owner, a valid easement for such encroachment and/or the maintenance thereof, so long as it continues, shall and does hereby exist. Further, such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment where necessary.

ARTICLE XVIII

Amendments and Termination

Prior to the recordation among the Land Records of Baltimore City of the first deed of a unit to a buyer from the Developer, the Developer, without joinder of the Council or of any other person, may amend any of the provisions of this Declaration, the By-Laws annexed thereto, and/or the Condominium Plats by filing an amendment thereof among the Land Records aforesaid. Such amendment need be signed and acknowledged only by the Developer and need not be approved by the Council, unit owners or purchasers, lienors or mortgagees of units (except a mortgage lender on the entire Condominium or a mortgage lender who has a lien on the unit, or units, affected whose approval in advance in writing shall be required), whether or not elsewhere required for an amendment.

BALTIMORE CITY CIRCUIT COURT (Land Records) SEB 238, p. 0554, MSA\_CE164\_238. Date available 10/19/2004. Printed 08/03/2023.

Except as otherwise provided in this Declaration and the Act, this Declaration and the Condominium Plat may be amended (and the Condominium may be terminated) with and only with the prior, express written consent thereto of each unit owner and each mortgagee, acting in accordance with the provisions of the Act.

Any such amendment shall become effective upon and only upon the recordation of an appropriate amendatory instrument or plat among the Land Records.

Any agreement to terminate the Condominium must be evidenced by the execution, ratification and recordation of a termination agreement as then required by law.

#### ARTICLE XIX

##### Miscellaneous

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

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

3. Number and Gender. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and the use of any gender shall be applicable to all genders.

4. Benefit. This Condominium Declaration shall be binding upon and inure to the benefit of the Developer herein, its successors and assigns.

5. Developer's Successors and Assigns. As used herein, "Developer" shall mean not only Linden-Rialto Development Corp., but also its successors and assigns, if such successors or assigns should acquire more than one unit in the property hereby submitted to a condominium regime, and an express assignment by Linden-Rialto Development Corp., of its right as Developer.

#### ARTICLE XX

##### Easements, Etc. in Common Elements

Subject to the following provisions of this Article XX, the Council may grant from time to time exclusive or non-exclusive easements, rights of way, licenses and similar interests in or affecting all or any portion of the general common elements, or the use thereof, provided that any such grant must be approved by the affirmative vote of unit owners having seventy-five percent (75%) or more of the votes assigned to units by this Declaration, and with the express written consent of the mortgagees holding an interest in those units as to which unit owners vote affirmatively. Any such grant shall state that it was approved by unit owners having at least seventy-five percent (75%) of the votes assigned to units hereunder, and by the corresponding mortgagees. The rights of each unit owner in the

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general common elements and to the use thereof are subject to this Article XX.

ARTICLE XXI

Applicable Law

This Declaration shall be given effect and construed by application of the law of Maryland and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided that if any such action or proceeding arises under the constitution, or laws of the United States of America, or if there is a diversity of citizenship between the parties thereto so that it may be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

ARTICLE XXII

Liability of Unit Owners

The liability of each person who, together with one or more other persons, is a unit owner or a lessee for the adherence to the terms and the satisfaction of the conditions hereof and of the By-Laws shall be joint and several.

WITNESS the hand and seal of Developer, Linden-Rialto Development Corp., by its President, the day and year first above written.

ATTEST:

LINDEN-RIALTO DEVELOPMENT CORP.

William F. Oriano

By: Lola M. Smith (SEAL)  
Lola M. Smith, President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28 day of March 1984, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared LOLA M. SMITH, who made oath in due form of law that she is the President of Linden-Rialto Development Corp., a corporation, the Declarant of the foregoing Declaration, and that she is authorized to execute the said Declaration on behalf of the corporation, and that the said Declaration is the act of Linden-Rialto Development Corp. and that said Declaration was executed and is to be recorded solely for the purpose of establishing a condominium regime.

AS WITNESS my hand and Notarial Seal.

Stanley Adams  
Notary Public

My Commission expires: July 1, 1986

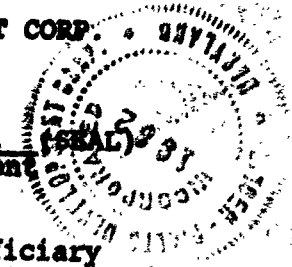
BALTIMORE CITY CIRCUIT COURT (Land Records) SEB 238, p. 0556, MSA\_CE164\_238. Date available 10/19/2004. Printed 08/03/2023.



I HEREBY AFFIRM under the penalty of perjury that the notice requirements of Section 11.102.1 of the Real Property Article, Annotated Code of Maryland, if applicable, have been fulfilled.

LINDEN-RIALTO DEVELOPMENT CORP.

By: *Lola M. Smith*  
Lola M. Smith, President



The undersigned, being the Trustees and Beneficiary under a Deed of Trust on the Condominium, dated May 3, 1983, and recorded in Liber S.E.B. No. 46, folio 703, join herein for the purpose of subjecting their interest in the Condominium to this Declaration and the Condominium Plat.

FIRST MARYLAND SAVINGS & LOAN, INC.  
Beneficiary

By: *[Signature]* (SEAL)  
Vice President

*[Signature]* (SEAL)  
Michael S. Hollins, Trustee

*[Signature]* (SEAL)  
Edward A. Dacy, Trustee

The undersigned being the mortgagee under a Mortgage on the Condominium, dated May 3, 1983, and recorded in Liber S.E.B. No. 46, folio 730, join herein for the purpose of subjecting their interest in the Condominium to this Declaration and the Condominium Plat.

LOAN AND GUARANTEE PROGRAM OF  
BALTIMORE CITY  
Mortgagee

By: *[Signature]*  
Charles L. Benton, Trustee

By: *[Signature]*  
Frank Baker, Jr., Trustee

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EXHIBIT A

LINDEN RIALTO CONDOMINIUM

3427

BEGINNING for the same on the southwest side of Linden Avenue at the distance of 294 feet northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue with the north side of North Avenue and running thence northwesterly bounding on the southwest side of Linden Avenue 16 feet thence southwesterly at right angles with Linden Avenue 140 feet to the northeast side of a 20 foot alley thence southeasterly binding on the northeast side of said alley 16 feet and thence northeasterly 140 feet to the place of beginning. The improvements thereon being known as 2016 Linden Avenue.

3427

BEGINNING on the southwest side of Linden Avenue at the distance of 357 feet 8 inches northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue and the north side of North Avenue and running thence northwesterly binding on the southwest side of Linden Avenue 15 feet 8 inches thence southwesterly at right angles to Linden Avenue 140 feet to the northeast side of a 20 foot alley, thence southeasterly binding on said alley 15 feet 8 inches and thence northeasterly 140 feet to the place of beginning. The improvements thereon being known as 2024 Linden Avenue.

3427

BEGINNING FOR THE SAME on the southwest side of Linden Avenue at the distance of 435 feet northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue and the north side of North Avenue, and running thence northwesterly and binding on the southwest side of Linden Avenue 140 feet to an alley about 20 feet wide, thence running southeasterly binding on the northeast side of said alley with the use thereof in common, 15 feet to meet a line drawn from the place of beginning southwesterly at right angles to Linden Avenue and thence reversing the line so drawn and binding thereon northcasterly 140 feet to the place of beginning. The improvements thereon being known as 2034 Linden Avenue.

3427

BEGINNING for the same on the southwest side of Linden Avenue at the distance of 450 feet northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue and the north side of North Avenue, and running thence northwesterly binding on the southeast side of Linden Avenue 15 feet; thence southwesterly at right angles to Linden Avenue 140 feet to an alley about 20 feet wide there situate; thence southeasterly binding on the northeast side of said alley, with the use thereof in common 15 feet to meet a line drawn from the place of beginning southwesterly at right angles to Linden Avenue and thence reversing said line so drawn and binding thereon northeasterly 140 feet to the place of beginning, known as 2036 Linden Avenue.

3427

BEGINNING for the same thereof on the southwest side of Linden Avenue at the distance of 465 feet northwesterly from the intersection of the southwest side of Linden Avenue with the north side of North Avenue and running thence northwesterly binding on the southwest side of Linden Avenue 140 feet to an alley about 20 feet wide thence running southeasterly binding on the northeast side of said alley with the use thereof in common with others 15 feet to intersect a line drawn from the place of beginning southwesterly at right angles to Linden Avenue and thence reversing the line so drawn and binding thereon northeasterly 140 feet to the place of beginning. Known as No. 2038 Linden Avenue.

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BEGINNING for the same on the southwest side of Linden Avenue at a distance of 480 feet northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue with the north side of North Avenue running thence northwesterly binding on the southwest side of Linden Avenue 15 feet thence southwesterly at right angles to Linden Avenue 140 feet to an alley about 20 feet wide thence running southeasterly binding on the northeast side of said alley with the use thereof in common 15 feet to meet a line drawn from the place of beginning southwesterly at right angles to Linden Avenue thence reversing the line so drawn and binding thereon northeasterly 140 feet to the place of beginning. Known as 2040 Linden Avenue.

3427

BEGINNING for the same on the southwest side of Linden Avenue at the distance of 510 feet northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue with the north side of North Avenue and running thence northwesterly binding on the southwest side of Linden Avenue 19 feet 4 inches thence southwesterly at right angles to Linden Avenue 140 feet to an alley about 20 feet wide thence running southeasterly binding on the northeast side of said alley with the use thereof in common 19 feet 4 inches to meet a line drawn from the place of beginning southwesterly at right angles to Linden Avenue and thence reversing the line so drawn and binding thereon northeasterly 140 feet to the place of beginning. The improvements thereon being known as 2044 Linden Avenue.

3427

BEGINNING for the same on the southwest side of Linden Avenue at the distance of 529 feet 4 inches northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue with the north side of North Avenue; and running thence northwesterly bounding on the southwest side of Linden Avenue 19 feet 4 inches; thence southwesterly at right angles to Linden Avenue 140 feet to an alley about 20 feet wide thence running southeasterly bounding on the northeast side of said alley with the use thereof in common 19 feet 4 inches to meet a line drawn from the place of beginning southwesterly at right angles to Linden Avenue; and thence reversing the line so drawn and bounding thereon northeasterly 140 feet to the place of beginning. The improvements thereon being known as 2046 Linden Avenue.

3427

BEGINNING for the same on the southwest side of Linden Avenue at the distance of 548 feet 8 inches northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue with the north side of North Avenue and running thence northwesterly bounding on the southwest side of Linden Avenue 15 feet thence southwesterly at right angles to Linden Avenue 140 feet to an alley about 20 feet wide thence running southeasterly bounding on the northeast side of said alley with the use thereof in common 15 feet to meet a line drawn from the place of beginning southwesterly at right angles to Linden Avenue and thence reversing the line so drawn and bounding thereon northeasterly 140 feet to the place of beginning. The improvements thereon being known as 2048 Linden Avenue.

3427

BEGINNING for the same on the southwest side of Linden Avenue at the distance of 563 feet 8 inches northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue and the north side of North Avenue; and running thence northwesterly on the southwest side of Linden Avenue 15 feet; thence southwesterly at right angles to Linden Avenue 140 feet to an alley 20 feet wide; thence southeasterly on the northeast side of said alley with the use thereof in common 15

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feet to meet a line drawn southwesterly from the place of beginning at right angles to Linden Avenue; and thence reversing said line and binding thereon 140 feet to the place of beginning; known as 2050 Linden Avenue.

3427  
BEGINNING for the same on the southwest side of Linden Avenue at the distance of 578 feet 8 inches northwesterly from the corner formed by the intersection of the southwest side of Linden Avenue with the north side of North Avenue and running thence northwesterly bounding on the southwest side of Linden Avenue 15 feet thence southwesterly at right angles to Linden Avenue 140 feet to an alley about 20 feet wide thence running southeasterly bounding on the northeast side of said alley with the use thereof in common 15 feet to meet a line drawn from the place of beginning southwesterly at right angles to Linden Avenue and thence reversing the line so drawn and bounding thereon northeasterly 140 feet to the place of beginning. The improvements thereon being known as 2052 Linden Avenue.

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**EXHIBIT B**

<u>Type of Unit</u>	<u>Percentage Interest in Common Elements and Common Expenses (other than water costs) and Profits</u>	<u>Votes</u>
Each unit	4.5455%	1
<b>Total - 22 units</b>	<b>100%</b>	<b>22</b>

Water Costs

<u>Building No.</u>	<u>Unit No.</u>	<u>Sq. Footage</u>	<u>Percentage Share of Building Water Costs</u>
2016 Linden Ave.	A (upper unit)	912 sq. ft.	37.81%
	B (lower unit)	1,500 sq. ft.	62.19%
2024 Linden Ave.	A (upper unit)	900 sq. ft.	36.73%
	B (lower unit)	1,550 sq. ft.	63.27%
2034 Linden Ave.	A (upper unit)	900 sq. ft.	34.92%
	B (lower unit)	1,677 sq. ft.	65.08%
2036 Linden Ave.	A (upper unit)	900 sq. ft.	34.92%
	B (lower unit)	1,677 sq. ft.	65.08%
2038 Linden Ave.	A (upper unit)	900 sq. ft.	34.92%
	B (lower unit)	1,677 sq. ft.	65.08%
2040 Linden Ave.	A (upper unit)	900 sq. ft.	34.92%
	B (lower unit)	1,677 sq. ft.	65.08%
2044 Linden Ave.	A (upper unit)	994 sq. ft.	33.22%
	B (lower unit)	1,998 sq. ft.	66.78%
2046 Linden Ave.	A (upper unit)	994 sq. ft.	33.22%
	B (lower unit)	1,998 sq. ft.	66.78%
2048 Linden Ave.	A (upper unit)	883 sq. ft.	33.32%
	B (lower unit)	1,767 sq. ft.	66.68%
2050 Linden Ave.	A (upper unit)	883 sq. ft.	33.32%
	B (lower unit)	1,767 sq. ft.	66.68%
2052 Linden Ave.	A (upper unit)	883 sq. ft.	33.32%
	B (lower unit)	1,767 sq. ft.	66.68%

RECORDED FOR RECORD JUN 14 1984  
& INDEXED IN THE LAND RECORDS OF  
BALTIMORE COUNTY, MARYLAND  
SARAH E. FARNS, CLERK

BALTIMORE CITY CIRCUIT COURT (Land Records) SEB 238, p. 0561, MSA\_CE164\_238. Date available 10/19/2004. Printed 08/03/2023.

LINDEN-RIALTO CONDOMINIUM

BY-LAWS

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BY-LAWS  
OF  
LINDEN-RIALTO CONDOMINIUM

ARTICLE I

General Provisions

1.1 - The Condominium

The property located in the City of Baltimore, State of Maryland, on Linden Avenue, as more particularly described in a Condominium Regime Declaration hereinafter referred to as the "Declaration") dated of even date and recorded or intended to be recorded among the Land Records of Baltimore City immediately prior hereto, and the improvements thereon, is hereby subjected to a condominium regime to be governed by the Declaration, these By-Laws and the Condominium Plats recorded among the Land Records of Baltimore City aforesaid. The name of the condominium regime (hereinafter called the "Condominium") is Linden-Rialto Condominium.

1.2 - Council of Unit Owners

The Council of Unit Owners of the Condominium (hereinafter referred to as the "Council") shall be an unincorporated entity to provide for the administration of the Condominium. The Council shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the provisions of the Declaration, By-Laws, and the applicable laws of the State of Maryland.

1.3 - Membership

Each unit owner in the Condominium is, and by accepting title to a unit in the Condominium, agrees that he shall automatically become a member of the Council upon his acquisition of title to the unit, and the voting rights of such member shall be as specified in Article II hereof. The membership of any such unit owner shall terminate automatically upon the said unit owner being divested of title to such unit, regardless of the means by which such ownership may be divested, but the obligations incurred by such owner while a member shall continue and the rights of the Council to enforce such obligations shall also continue, as herein provided. No person holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by virtue thereof, to membership in the Council or to any of the rights or privileges of such membership unless otherwise specifically provided by the Declaration, these By-Laws or the applicable laws of the State of Maryland. No lessee of a unit shall be considered an owner for purposes of voting unless the lease provides otherwise.

1.4 - Application of By-Laws

The provisions of these By-Laws shall be applicable to present and future owners, tenants and future tenants and their employees, and any other person that might use the facilities of the Condominium in any manner, and such persons shall be subject to the provisions of the Declaration, these By-Laws and the applicable laws of the State of Maryland. Present and future owners leasing their unit shall attach so as to become a part of any lease agreement a copy of the By-Laws and House Rules of the Council. The mere acquisition of title or rental of any unit in the Condominium or the act of occupancy of any unit will signify that these By-Laws and the provisions thereof are accepted, ratified and will be complied with by the person or persons acquiring title or renting the unit in the Condominium.

ARTICLE II

Council of Unit Owners

2.1 - Constitution

The Council hereby constituted shall be comprised of every person, firm or corporation which owns, severally or with others, any unit within the Condominium.

2.2 - Voting

The Council shall have the total votes set forth in the Declaration. Voting shall be on a unit basis and the number of votes that a unit is entitled to cast shall be as provided for in the Declaration. If the Secretary of the Council is present at the meeting, he shall count the votes, and if he is not present, the President (or other presiding officer) shall designate some member present to count the votes at the meeting.

2.3 - Majority of Owners

As used in these By-Laws, the term "a majority vote of owners" shall mean more than fifty percent (50%) of the total of votes appurtenant to units in the Condominium represented and voting at the meeting and constituting a quorum. Except as otherwise provided by law, a majority vote of owners is required to adopt decisions by the Council.

2.4 - Quorum

At any meeting of owners, the presence in person or by proxy of owners entitled to cast no less than fifty percent (50%) of the total votes appurtenant to units in the Condominium shall constitute a quorum.

2.5 - Proxies

Votes may be cast in person or by proxy. Proxies shall be in writing and must be filed with the Secretary (or if he is not present, such other person as the President shall designate) before the appointed time of the meeting. A proxy shall be effective only for a maximum period of one hundred eighty (180) days following its issuance, unless granted to a mortgagee or lessee of a unit.

ARTICLE III

Administration

3.1 - Administration

The Council shall have the responsibility of administering the Condominium, adopting an annual budget, establishing and collecting monthly assessments and arranging for the management of the Condominium pursuant to an agreement containing provisions relating to duties, obligations, removal and compensation of the managing agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority vote of owners. Except as to those matters which the law specifically requires shall be performed by the vote of owners of the units, the administration of the foregoing responsibilities shall be performed by the Board of Directors.

3.2 - Place of Meeting

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

### 3.3 - Annual Meetings

An annual meeting of the Council shall be held during each fiscal year of the Council on such date as shall be designated by the Board of Directors. The initial meeting of the Council shall be held within six (6) months of the creation of the Condominium, or within sixty (60) days from the date that fifty (50) percent of the percentage interests in the common elements of the Condominium have been conveyed by the Developer to the initial purchasers of units, whichever occurs first.

If the date of the annual meeting shall fall on a legal holiday, such annual meeting shall be held on the next succeeding business day which is not a legal holiday.

At such meeting, there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 4.5 of these By-Laws. The owners may also transact such other business of the Council as may properly come before them.

### 3.4 - Special Meetings

It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board of Directors or upon a petition signed by the owners holding more than one-third (1/3) of the votes appurtenant to all units in the Condominium, and having been presented to the Secretary. The notice of any special meeting shall state the time and place of meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

### 3.5 - Notice of Meetings

It shall be the duty of the Secretary to deliver a notice of each annual or special meeting stating the purpose thereof, and the time and place where it is to be held, to each owner of record and proxy holder of record, at least ten (10), but no more than ninety (90) days, prior to such meeting. The mailing of a notice to each member to the address shown on the roster of the Council shall be considered notice served.

### 3.6 - Adjourned Meetings

If any meeting of the Council cannot be organized because a quorum has not attended, either in person or in proxy, the persons who are present, either in person or in proxy, may adjourn the meeting. Another meeting of the Council may be called for the same purpose if (a) the notice of the meeting stated that the procedure authorized herein might be invoked, and (b) by majority vote, the votes represented in person or by proxy call for the additional meeting. Fifteen days notice of the time, place and purpose of the additional meeting shall be given by mail. At the additional meeting, the votes represented in person or by proxy constitute a quorum and a majority thereof may approve or authorize the proposed action at the additional meeting and may take any other action which could have been taken at the original meeting if a sufficient number of votes had been represented at such meeting.

### 3.7 - Order of Business

The order of business at all meetings of the Council shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

3.8 - Fiscal Year

The Council's first fiscal year shall begin on the date of the recording of the Declaration among the Land Records of Baltimore City and shall end on the 30th day of June next succeeding such date. Each of the Council's subsequent fiscal years shall begin on the first day of July of such calendar year during which the previous fiscal year ended and shall end on the 30th day of June of the calendar year next succeeding the year such fiscal year shall have begun, as aforesaid.

3.9 - Roster of Members

For purpose of notice by the Council, the address of a unit owner shall be care of his or their unit in the Condominium. If any unit owner shall desire to change his or their mailing address, than the unit owner may change the designated address by written notice to the Council. The Council shall maintain from the information provided by the unit owners a current roster of the names and addresses of the owners of each unit.

3.10 - Open Meetings

Except as provided in the Act, any meeting of the Council shall be open.

ARTICLE IV

Board of Directors

4.1 - Number and Qualification

(a) The affairs of the Council shall be governed by a Board of Directors composed of three (3) Initial Directors as provided in Section 4.5 of this Article, and, thereafter, as provided therein, of five (5) persons, all of whom must be owners of units in the Condominium, except that the members of the Board of Directors designated as the Initial Directors need not be owners of units in the Condominium.

(b) The Board of Directors may be increased or decreased from time to time by a majority vote of owners, but shall never be less than three (3) nor more than seven (7).

4.2 - Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Council, including, but not limited to, the power to make assessments against unit owners, to provide funds for the payment of current common expenses and for the creation of reserves for the payment of future common expenses for the Condominium as set forth in the budget adopted pursuant to Article VI hereof.

4.3 - Other Duties

In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board of Directors shall be responsible for the following:

- (a) Adoption of a budget for the Condominium pursuant to Article VI hereof and in accordance with the Act;
- (b) Care, upkeep and surveillance of the Condominium and the common elements;
- (c) Collection of monthly assessments from the owners;

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium and the common elements.

4.4 - Management Agent

The Board of Directors may employ for the Council a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Subparagraphs (b), (c), and (d) of Section 4.3 of this Article.

4.5 - Initial Directors/Election and Term of Office

The Initial Directors shall be Lola M. Smith, David H. Fishman, and William F. Ariano, Jr. and such Initial Directors shall serve until the first annual meeting of the Council, or until their successors are chosen and have qualified. Thereafter, at the first annual meeting, or at an earlier special meeting after the adoption of these By-Laws, the Council shall elect two (2) directors for terms of three (3) years, two (2) directors for terms of two (2) years, and one director for a term of one (1) year, each to serve until his successor has been chosen and qualifies. Thereafter, the term of office of each director shall be three (3) years, or until such time as his successor has been elected and qualifies. If any of the elections result in a tie vote, a second vote between the nominees so tied shall be taken. If a tie vote still results, the director or directors shall be chosen by the drawing of lots among the nominees so tied.

4.6 - Vacancies

Vacancies in the Board of Directors caused by any reason other than the removal of a director shall be filled by vote of the majority of the remaining directors, even though they constitute less than a quorum and each person so elected shall serve for the remainder of the term he was selected to fill.

4.7 - Removal of Directors

At any regular or special meeting of the Council duly called, any one or more of the directors (except any director selected and designated by Developer) may be removed with or without cause by a majority vote of owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

4.8 - Organization Meeting

The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

4.9 - Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given in writing to each director, personally or by mail or telegraph, at least three (3) days prior to the day named for such meeting.

4.10 - Special Meetings

Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given in writing, personally or by mail or telegraph, which notice shall state the time, place (as hereinabove

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provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors.

#### 4.11 - Waiver of Notice

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

#### 4.12 - Notice to Unit Owners/Open Meetings.

Notice of the schedule of meetings of the Board of Directors shall be sent to the unit owners at least annually. Except as provided in the Act, a meeting of the Board of Directors shall be open.

#### 4.13 - Board of Directors' Quorum

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

#### 4.14 - Informal Action

To the extent not inconsistent with the requirements of the Act, any matter, act or thing required or permitted to be taken at any meeting of the Board of Directors may be taken without such meeting if a written consent to such action, matter or thing is signed by all the directors and such written consent is filed with the minutes of the proceedings of the Board of Directors.

#### 4.15 - Fidelity Bonds

Each director, officer and employee of the Council, any manager of the Condominium, and each director, partner, officer or employee of such manager, whose duties as such require him to handle or be responsible for funds of the Council or in its possession or control through any trust or other arrangement, shall before commencing such duties furnish the Council with a fidelity bond assuring the faithful performance of his said activities, in the form, amount and with a corporate surety which are reasonable and appropriate under the circumstances and which are satisfactory to the Board of Directors. The premium for any such bond shall be paid by the Council as a common expense.

#### 4.16 - Compensation

No compensation shall be paid to any director or officer for services rendered as such director or such officer unless such remuneration is fixed by a majority vote of unit owners.

#### 4.17 - Indemnification of Officers and Directors

The Council may provide any indemnification required or permitted by the laws of Maryland and shall indemnify directors, officers, agents and employees as follows:

(a) The Council shall indemnify any director or officer of the Council who was or is a party or is threatened to be made a party to any threat-

ened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Council) by reason of the fact that he is or was such director or officer or an employee or agent of the Council, or is or was serving at the request of the Council as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprises, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Council, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Council, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Council shall indemnify any director or officer of the Council who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Council to procure a judgment in its favor by reason of the fact that he is or was such a director or officer or an employee or agent of the Council, or is or was serving at the request of the Council as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprises, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit 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, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Council unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director or officer of the Council has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Subparagraph (a) or (b) of this Section 4.17 or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Subparagraph (d) of this Section 4.17.

(d) Any indemnification under Subparagraph (a) or (b) of this Section 4 17 (unless ordered by a court) shall be made by the Council only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Subparagraph (a) or (b) of this Section 4.17. Such determination shall be made (i) by the Board of Directors of the Council by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested directors so directs, by independent legal counsel (who may be regular counsel for the Council) in a written opinion; and any determination so made shall be conclusive.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Council in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Council as authorized in this Section 4.17.

(f) Agents and employees of the Council who are not directors or officers of the Council may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Council.

(g) Any indemnification pursuant to this Section 4.17 shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

#### 4.18 - Other Interests

No contract or other transaction between the Council and any corporation or other entity or person and no act of the Council or Board of Directors shall in any way be affected or invalidated by the fact that any member of the Council or Board of Directors is pecuniarily or otherwise interested in, or is a director or officer of such other corporation or entity; any director individually, or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction with the Council provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof; and any director of the Council who is also a director or officer of any such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Council or the Board of Directors thereof which shall authorize any such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or entity, or not so interested.

### ARTICLE V

#### Officers

##### 5.1 - Designation

The executive officers of the Council shall be a President who shall be a director, a Vice President who shall be a director, a Treasurer, a Secretary and such other officers as the Board of Directors in their judgment may deem necessary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed with or without cause by vote of the directors at any meeting. Any person, except the President, may hold two or more offices.

##### 5.2 - President

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

##### 5.3 - Vice President

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

##### 5.4 - Secretary

The Secretary shall keep the Minute Book of the Council in which shall be kept the minutes of all meetings of the Board of Directors and the Council



recording resolutions adopted by them, and shall count and record votes at all such meetings. The Secretary shall also have charge of all such other books and papers of the Council as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of Secretary.

5.5 - Treasurer

The Treasurer shall have responsibility for Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council, and he shall keep such books and records in accordance with good accounting practices applied on a consistent basis. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Directors. If a Managing Agent is engaged by the Board of Directors, then the Treasurer may delegate to the Managing Agent the responsibility for maintaining the fiscal books of account, provided monthly statements are submitted to him by such Managing Agent.

ARTICLE VI

Budget and Special Assessments

6.1 - Budget

The Board of Directors shall cause to be prepared and submitted to the unit owners an annual proposed budget at least thirty (30) days prior to its adoption. The Board of Directors shall adopt, in accordance with the Act, at an open regular or special meeting the budget for each fiscal year to meet current common expenses and for the creation of reserves for the payment of future common expenses for the Condominium. Such annual budget shall contain estimates of the income of the Condominium and the cost of performing the functions of the Council, including, but not limited to, the following items:

- (a) Administration of the Condominium;
- (b) Common Elements:
  - (1) Maintenance, repair, upkeep and replacement of common elements;
  - (2) Liability and casualty insurance policies;
  - (3) Utility services;
  - (4) Managing agent fees;
  - (5) General expenses.
- (c) Contingency Fund:
  - (1) To provide a fund for emergencies and unforeseen contingencies.
- (d) Reserve Fund for Capital Improvements:
  - (1) To provide a fund for necessary improvements and replacements of capital facilities of the Condominium in the common elements.

(e) Other Expenses:

- (1) To provide for such other services and expenses as the Board of Directors may deem necessary or proper.

In addition to the above, the Council shall establish a Working Capital Fund for the initial months of the Condominium operation equal to at least a two months' estimated monthly assessment for common expenses of the Condominium unit. Each unit's share of the Working Capital Fund is to be collected and transferred to the Council at the time of closing of the sale of the unit and maintained in a segregated account for the use and benefit of the Council. The purpose of the fund is to insure that the Board of Directors will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services as it deems necessary or desirable by the Board, all for other than normal operating expenses. Amounts paid to the fund are not to be considered as advance payment of regular assessments nor are they refundable.

6.2 - Notice of Budget

Copies of the budget adopted by the Board of Directors shall be furnished to each owner of a unit at least fifteen (15) days after its adoption by the Board of Directors.

6.3 - Special Assessments

In addition to the above, the Board of Directors may at any time, or from time to time during the year, recommend one or more special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the common elements, including fixtures and personal property related thereto, and/or to make up a deficit in the Operating Budget of the Council, and/or to meet any other emergency or unforeseen expenses of the Council. Notice of recommendation of such special assessment by the Board of Directors shall be given to each owner of a unit at least fifteen (15) days before a special meeting of the Council called for the purpose of considering the special assessment, and such special assessment shall be submitted for adoption by the Council at such special meeting, subject to the applicable requirements, if any, of the Act. The special assessment recommended by the Board shall be deemed adopted by the Council only upon resolution of the Council approved by at least two-thirds (2/3) of the votes present and entitled to be cast at the special meeting called for the purpose of considering the special assessment.

ARTICLE VII

Obligation of Owners

7.1 - Assessments

Each owner is obligated to pay the annual assessment to meet the budget and any special assessment adopted by the Council applicable to his unit and by accepting title to a unit as owner, the owner does thereby (jointly and severally if more than one person) covenant and agree to pay to the Council all assessments and installments thereof, including any special assessment, coming due while he is the owner of the unit. The amount of the assessment of each owner shall be in proportion to the percentage interest in the common expenses of the Condominium appurtenant to his unit as set forth in Exhibit B of the Condominium Regime Declaration. For purposes of this provision, the Developer shall be deemed the owner of each unit which it has not sold.

**7.2 - Personal Liability of Unit Owners for Assessments.**

**(a) When liable.**

(1) Each unit owner shall be personally liable for the payment of each assessment (or each installment thereof; if payable in installments) which becomes due with respect to a unit either (i) while he is the unit owner thereof, or (ii) prior to his having become the unit owner thereof if either (i) a statement of condominium lien with respect to such assessment is recorded among the Land Records prior to his having become a unit owner thereof, pursuant to the provisions of § 11-110 of the Act, or (ii) he became a unit owner thereof other than by a "grant of a unit for value", as that term is used in the said provisions, and except as otherwise provided in Article XI of the Declaration.

(2) A unit owner may not avoid such liability by (i) waiving any right to the use of the common elements or otherwise which he holds under the provisions of the Act, the Declaration, these By-laws or otherwise, (ii) abandoning or otherwise terminating his use of such unit, or (iii) conveying the title to such unit after the same becomes due.

(3) Nothing in the foregoing provisions of this Section shall be deemed in any way to alter or impair any right which any unit owner may have against any prior unit owner of his unit for the recovery of any amount which such unit owner may pay on account of such liability.

(b) When not liable. A unit owner shall not be personally liable for the payment of any assessment or installment thereof which becomes due with respect to a unit, other than as set forth in the foregoing provisions of this section.

**7.3. Assessment Lien; priority thereof.**

**(a) Statement of Condominium Lien.**

(1) At any time after an assessment is levied against a unit and before it is paid in full to the Council, the Council may execute and record among the Land Records, in accordance with the provisions of § 11-110 of the Act, a statement of condominium lien with respect to such assessment (or any installment thereof, if payable in installments and if the Council elects to make such statement of condominium lien applicable to such installment rather than to such assessment in full).

(2) The form of any such statement of condominium lien shall be determined by the Council in the exercise of its sole discretion, provided that, upon its having been executed and recorded among the Land Records, it constitutes a "statement of condominium lien" for purposes of the provisions of § 11-110 of the Act.

(b) Effectiveness of assessment lien. Each assessment (or each installment thereof, if payable in installments) levied against a unit shall constitute a lien (hereinafter referred to as an "assessment lien") upon the title to such unit, from the time when a statement of condominium lien with respect to such assessment or installments is recorded among the Land Records pursuant to the provisions of § 11-110 of the Act and the provisions of Section 7.2(a) hereof until such assessment or installment is paid, provided that such statement of condominium lien is recorded among the Land Records prior to both (a) the second (2nd) anniversary of the date upon which such assessment or installment first becomes due, and (b) the recordation among the Land Records of a deed or other instrument which effects a "grant of a unit of value" (as that term is used in the provisions of Section 11-110(d) of the Act) of such unit by the person who was the unit owner of such unit at the time when such assessment or installment first became due.

(c) Priority of Assessment Lien. As assessment lien shall be subordinate to the lien of any mortgage covering the unit against which such assessment is levied, if and only if such mortgage is recorded among the Land Records prior to the recordation of the statement of condominium lien creating such assessment lien.

7.4 - Surplus Receipts

Any surplus of receipts over expenses of the Council for any fiscal year shall be either applied to reduce the assessments necessary to meet the budget adopted by the Council for the next fiscal year, or refunded by the Council to each owner in proportion to such owner's respective individual percentage interest in the common expenses as set forth in the Declaration, and may be prorated among the unit owners (and former unit owners), including the Developer, based on the portion of the previous fiscal year that each such owner (or former owner), including the Developer, shall have held record title to the unit, as determined by resolution of the Board of Directors.

7.5 - Lien for Assessment and Reserve Fund

(a) The assessment upon each unit owner shall be paid to the Managing Agent employed by the Board of Directors, if there should be one, or else to the Treasurer, or as may otherwise be provided by the Board of Directors; provided, however, that in the event the budget adopted by the Council shall include an item for a reserve fund for capital improvements and/or replacement of capital facilities in the common elements of the Condominium, a proportionate amount of each assessment payment received by the Council applicable to the reserve fund item in the budget shall be received and held by the Council in trust, and shall be held by it separate and apart from other Council funds. Such trust funds shall be retained by the Council and used only for capital improvements and/or replacement of capital facilities in the common elements of the Condominium upon (i) for any expenditure in an amount equal to or less than \$5,000, the majority vote of the Board of Directors and (ii) for any expenditure exceeding \$5,000, the approval of a majority vote of owners.

(b) The amount of the annual assessment and any special assessment adopted by the Council shall be deemed and assessed as a lien upon the unit to which the assessment applies from the time when a statement of condominium lien with respect to such assessment or installment is recorded among the Land Records pursuant to provisions of § 11-110 of the Act. The annual assessment shall be payable in equal monthly installments. Any special assessment adopted by the Council shall be payable as determined by the Council when it adopts the special assessment. Each monthly installment of the annual assessment shall be due on the first day of the month for which it is payable, and such payment shall be deemed to be in default if not paid by the tenth day of the month for which it is payable. After default in the payment of any one or more monthly installments of the assessment, the balance in full of such assessment, at the option of the Board of Directors, may be declared due and payable and in the event said assessment is not paid within thirty (30) days after written notice of the acceleration to the unit owner is given by United States first class mail, postage prepaid, to the address of the unit owner shown on the books of the Council, then and in that event the Council shall be entitled to force payment of said lien by foreclosure or otherwise according to the laws of the State of Maryland and as provided for in the Declaration.

(c) If the payment of any assessment or installment thereof shall be in default for in excess of fifteen (15) days, the Council may impose interest at the rate of fifteen percent (15%) per annum on the unpaid assessment from the due date thereof as an additional assessment on the unit, plus a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater, provided a charge may not be imposed more than once for the same delinquent payment. In addition, the unit owner shall be liable for all costs of collecting any such assessment or any installment thereof, including reasonable attorney's fees and

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court costs, if any, and all such costs and charges shall be deemed an additional assessment against the unit.

(d) In the event the Council shall record a statement of condominium lien against a unit as allowed by law, the statement shall be signed and verified by any of the President, any Vice President, the Secretary or Treasurer of the Council. If the Council has recorded a Statement of Condominium Lien as herein provided, and the amount necessary to release the Lien has not been paid at the time of any meeting of the Council, the owner of the unit against which the Lien has been filed, shall be prohibited from voting at that meeting.

#### 7.6 - Maintenance and Repair

(a) Every owner must perform promptly all maintenance and repair work within his own unit and the limited common element reserved for the use of that unit if the omission of such work would be detrimental to the Condominium or to any other unit, and he shall be liable to the Council for damages incurred by reason of his failure to so perform such work. If any such maintenance and repair work is not commenced, and thereafter diligently pursued to completion, by the owner, immediately in the event of an emergency, or within ten (10) days after written demand therefor from the Council, then the Council may enter the unit and perform the work at the expense of the unit owner, which expense shall be added to, and become due and payable with the unit owner's next current monthly assessment payment due the Council.

(b) All repairs, maintenance, painting and upkeep of installations of the unit, such as pipes, ducts, wires, conduits, electrical panels and other utility services serving only that unit, interior doors and windows and all other accessories belonging to the unit shall be the owner's expense.

(c) An owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through negligence or willful misconduct of such owner.

(d) The Council shall be responsible for the maintenance, repair and replacement of (i) the roofs of the buildings; and (ii) the trash storage areas. In addition, the Council shall be responsible for providing for the routine maintenance of and the mowing of the lawns of the rear yards. All such costs shall be assessed against the unit owners as a common expense.

(e) Structural repairs, whether within a unit or in the common elements, shall be the responsibility of the Council as a common expense, unless the same shall be caused by the negligence or deliberate act of the individual unit owner or other persons residing in the unit with the unit owner's actual or implied consent or permission, in which case such expenses of repairs relating to such common elements shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

#### 7.7 - Use of Condominium Units - Restriction on Changes

(a) An owner shall not make structural modifications or alterations to the interior or exterior of his unit, or installations located therein, nor make any changes to the exterior portion of the unit (whether by enclosing, affixing, painting or other treatment of any door, window, trim or otherwise) without having first notified the Council in writing and having first obtained, in advance, any required mortgagee approval and the written approval of the Council, acting by and through its Board of Directors. The approval of the Council shall not be unreasonably withheld. The Council shall have the obligation to approve or disapprove such proposal within sixty (60) days and failure to do so within the stipulated time shall be construed to mean that there is no objection to the proposed modification or alteration and that consent is granted.

(b) Any unit shall not be subdivided into more than one (1) unit.

(c) Any unit shall not be used as a church, synagogue, mosque, or a place of public religious worship or organized religious congregation.

(d) An owner of a unit shall not petition or join in any petition for any rezoning (whether a variance, special exception, reclassification or otherwise) of a unit in the Condominium without previously notifying the Council in writing through the Management Agent, if any, or through the President of the Council, if no Management Agent is employed, and obtaining in advance any required mortgagee approval and the written approval of the Council, acting by and through its Board of Directors. The Council shall have the obligation to approve or disapprove such proposal within sixty (60) days and failure to do so within the stipulated time shall be construed to mean that there is no objection to the proposed petition and that consent is granted.

#### 7.8 - Right of Entry

Every owner does hereby grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors or the Council in case of any actual or apparent emergency originating in or threatening his unit, whether the owner is present at the time or not, and at other times upon reasonable notice to enter the unit to make such structural or other repairs as the Council may reasonably deem necessary for the safety and benefit of the Condominium.

#### 7.9 - Use of Common Elements

(a) Each unit owner shall have the right to reasonably enjoy the limited common elements pertaining to his unit to the exclusion of all others, other than unit owners who jointly share certain limited common elements, but subject to the provisions of the Declaration, all restrictions of record, the reasonable rules and regulations adopted by the Council, these By-Laws and the laws of the State of Maryland.

(b) Each unit owner shall have the right to reasonably enjoy the general common elements of the Condominium in accordance with the ordinary and useful purposes for which they are intended and in common with all other unit owners, but subject to the provisions of the Declaration, these By-laws, all restrictions of record, and the laws of the State of Maryland. The Council may, by a majority vote of the Board of Directors, adopt rules and regulations further limiting the use and enjoyment of the general common elements.

#### 7.10 - Utilities

Electricity and gas are furnished to the Condominium units through separate meters and each unit owner shall promptly pay for all electricity and gas furnished to his unit. Water is furnished to the two (2) units in each building through one meter per building held by the unit owners in common, and the Council shall pay, as a common expense, all charges for such water. However, the Council shall bill each unit owner, as part of the unit owner's assessment, for the unit's pro rata share of the water bill for the building in which such unit is located in an amount determined by multiplying the amount of the water bill for the building by a fraction, the numerator of which shall be the square footage of livable floor space within the unit and the denominator of which shall be the square footage of livable floor space within the two (2) units in the building, as set forth in Exhibit B to the Declaration.

### ARTICLE VIII

#### Amendment of By-Laws

Except as otherwise provided herein, or by the Act or Declaration, these By-Laws may be amended by the Council at any duly constituted meeting,

provided notice thereof shall specify the amendment to be voted on, and provided the same is approved by at least sixty-seven percent (67%) of the total votes appurtenant to all units in the Condominium.

ARTICLE IX

Mortgages

An owner who mortgages his unit shall notify the Council (through the Management Agent, if any, or the President of the Council in the event there is no Management Agent) of the name and address of his mortgagee; and the Council shall maintain such information in a book entitled "Mortgagees of Units". "Mortgagees" as used herein shall be construed to include any lender whose indebtedness is secured by a Deed of Trust or Mortgage recorded among the Land Records of Baltimore City, Maryland.

ARTICLE X

Compliance

These By-Laws are set forth to comply with the requirements of the laws of the State of Maryland. In case any of these By-Laws conflict with the provisions of said laws, the provisions of the laws will apply.

ARTICLE XI

Principal Address and Resident Agent

The principal office of the Council and its mailing address shall be c/o Housing Assistance Corporation, 704 Tower Suites Building, 118 North Howard Street, Baltimore, Maryland 21201. The Resident Agent for the Condominium is Lola M. Smith. The Resident Agent named herein shall serve until a successor is designated as provided by § 11-119 of the Act.

ARTICLE XII

Insurance

12.1 - Authority to Purchase

All insurance policies upon the Condominium (except as hereinafter allowed) including each unit, shall be purchased by the Council acting through the Board of Directors or the Managing Agent for the benefit of the respective owners and the mortgagees as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgage endorsements to the holders of any blanket mortgage on the Condominium or any individual unit mortgages and the Council shall use its best efforts to have such policies provide that the insurer waives its right of subrogation as to any claims against the unit owners, the Council, the Managing Agent, the Board of Directors and/or their respective agents, servants, employees, licensees and/or invitees. The Council shall obtain such insurance for the property against loss or damage by fire and such other hazards under such terms and for such amounts as shall be deemed necessary by the Board of Directors or requested from time to time by a majority vote of owners, but in all events, which shall comply with the insurance requirements of the Act. The policies of such insurance shall name as insureds thereunder the Council (both for itself and as trustee for the unit owners), each unit owner and each mortgagee of any unit, as their interests may appear. Premiums for such fire and other hazard insurance shall be common expenses.

12.2 - Coverage

The Condominium buildings shall be insured in an amount not less than one hundred percent (100%) of the maximum insurable replacement cost thereof (exclusive of excavations and foundations) as determined annually by the insurance company thereof or the amount of the Agreed Amount Endorsement accepted by the insurance company thereof; provided, that at the option of the Board of Directors such policy or policies may contain a "deductible" provision in an amount which is determined by the Board of Directors, but shall not exceed \$10,000.00. Such coverage shall afford protection against:

- (a) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement;
- (b) Such other risks as may be determined by the Board of Directors.

12.3 - Public Liabilities Insurance

Public liability and property damage insurance shall be obtained on the common elements in the Condominium in such amounts and in such forms as shall be required by the Board of Directors which, however, in no event shall be less than One Million Dollars (\$1,000,000.00) with respect to any individual and One Million Dollars (\$1,000,000.00) with respect to any one accident or occurrence and One Hundred Thousand Dollars (\$100,000.00) with respect to any claim for property damage.

12.4 - Workmen's Compensation

Workmen's compensation or employer's liability insurance shall be obtained as necessary to meet the requirements of law.

12.5 - Scope of Insurance

All liability insurance shall contain cross liability endorsements to cover liabilities of the Council as a group, the Board of Directors, the Managing Agent and their agents, servants and employees, and each individual unit owner.

12.6 - Premiums

Premiums upon insurance policies purchased by the Council shall be paid by the Council and charged as a common expense.

12.7 - Council as Agent

The Council is hereby irrevocably appointed agent for each unit owner, mortgagee of a unit, and for each owner of any other interest in the Condominium to adjust all claims arising under insurance policies purchased by the Council and to execute and deliver releases upon the payment of claims.

12.8 - Excess Insurance Coverage.

Unit owners may purchase at their own expense excess insurance coverage respecting their own individual unit for public liability and personal property damage. A copy of each such policy shall be filed with the Council by such unit owner within ten (10) days after his purchase thereof. If a loss is sustained and the amount of the proceeds which would otherwise be payable under any policy of insurance then held by the Council pursuant to the provisions of Article XII is reduced because of proration of, or right of contribution from, any insurance against the same risk which is held by any unit owner under the provisions of this section, such unit owners shall assign to the Council any proceeds of his insurance which are payable on account of such loss, to the extent of the amount of such reduction, and the amount so assigned shall be distributed by the Council in the same manner as that prescribed by these By-Laws for the distribution of the proceeds which are payable under the said policy held by the Council, as aforesaid.

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12.9 - Proceeds of insurance

(a) Receipt and distribution of proceeds by Council. The Council or any insurance trustee shall receive any proceeds which are payable under any policy of insurance of which it is entitled to the proceeds, and shall hold and distribute the same in trust for the purposes set forth in these By-Laws, for the benefit of the unit owners, their respective insured mortgagees, the Council and any other insured thereunder.

(b) Adjustment of Losses. Each unit owner shall be deemed to have delegated to the Council his right to adjust with the insurer all losses which are payable under policies purchased by the Council.

(c) Repair or Reconstruction following a Casualty.

(i) Except as may be otherwise provided by the Act, the Declaration or these By-Laws, if any of the improvements which are to be insured by the Council pursuant to the provisions of section 12.2. are damaged or destroyed, they shall be fully and promptly repaired and restored by the Council using any proceeds of insurance which are payable on account of the same and are held by the Council or any insurance trustee, and each unit owner shall be liable for the payment of any deductible provided for in any such policy or policies in effect, except to the extent that such deductible is declared a Common Expense by the Council.

(ii) Subject to the operation and effect of the provisions of Section 12.8., if as a result of any such damage or destruction any unit owner is paid any proceeds under any policy of insurance held by such unit owner pursuant to the provision of Section 12.8., he may apply such proceeds in payment of the share of any such excess for which he is liable, and/or of any assessment levied against his unit as a result of any such declaration by the Council.

(iii) The Council shall be responsible for restoring such improvements to (and only to) substantially the same conditions as they were in immediately prior to the occurrence of any damage to, or the destruction of, the same. If, as a result of such repair or reconstruction, any change is made in the location of the improvements within any unit or the common elements, the Council shall record among the Land Records an amendment to the Condominium Plat which relocates the boundaries of such unit or the common elements so as to conform to the location of such improvements as so changed, and shall hold a power of attorney from each unit owner and mortgagee for such purpose.

(d) Estimate of Cost of Repair. Immediately after the occurrence of any damage to, or the destruction of, any or all of the Condominium which the Council is required by these By-Laws to repair, the Board of Directors shall obtain a reliable and detailed estimate of the cost thereof (including, by way of example rather than of limitation, the cost of any professional service or bond which the Board of Directors desires to obtain in connection with such repair).

(e) Construction Fund. Any proceeds of insurance received by the Council as a result of any damage to, or the destruction of, the Condominium, and any other sums received by the Council from any unit owner as a result thereof, shall constitute a construction fund which shall be disbursed by the Council or by any insurance trustee, as the case may be, in payment of the costs of the reconstruction and repair thereof, in the following manner:

(i) If the amount of the estimated cost of reconstruction and repair of the damaged or destroyed portion of the Condominium is less than fifty thousand dollars (\$50,000.00), such construction fund shall be disbursed by the Council in payment of such cost upon authorization by the Board of Directors; provided that at the written request of any mortgagee which is a beneficiary of any such fund, such fund shall be disbursed in the manner set forth in subsection 12.9(e)(2) hereof.

(ii) If the amount of the estimated cost of reconstruction and repair of the damaged or destroyed portion of the Condominium is not less than fifty thousand dollars (\$50,000.00), such construction fund shall be disbursed in payment of such cost upon the approval of such disbursement by an architect licensed to practice in Maryland and employed by the Council to supervise such reconstruction and repair, from time to time as such reconstruction and repair progress. Such architect shall be required to furnish to the Council a certificate giving a brief description of the services and materials supplied by each contractor, subcontractor, materialman, architect or other person who has rendered services or furnished materials in connection with such reconstruction and repair, and stating (A) that the sum requested by each such person in payment therefor is justly due and owing, and does not exceed the value of the services and materials furnished; (B) that there is, to the best of such architect's knowledge, information and belief, no other outstanding debt incurred for such services and materials as so described; and (C) that the cost, as reasonably estimated by such architect, for so much of such repair and reconstruction as remains to be done after the date of such certificate does not exceed the amount which will remain in such construction fund after the payment therefrom of the sum so requested.

(iii) If any amount remains in such construction fund after the reconstruction or repair of such casualty damage has been fully completed and all the costs thereof have been paid, such portion shall be distributed to the unit owners and their insured mortgagees, as their respective interests may appear.

12.10 - Substantial or Total Destruction.

(a) Repair or Termination. Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Council unless:

(i) the Condominium is terminated;

(ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(iii) 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) Common Expense. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.

(c) Distribution of Proceeds. If the entire Condominium is not repaired or replaced:

(i) 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 owner of those units and the owners of the units to which those limited common elements were assigned, including any unpaid amount for which liens exist, in their order of priority; and

(iii) the remainder of the proceeds shall be distributed to all the unit owners in proportion to their common element percentage interest.

12.11 - Adjustment of Percentage Interest and Amendment of Declaration.

If the unit owners vote not to rebuild any unit, that unit's entire common element percentage interest, votes in the Council and common expense liability are automatically reallocated pursuant to subsection 13.3(a) hereof and the

Council shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

ARTICLE XIII

Condemnation

13.1 - Condemnation Proceedings.

(a) Council's Right to Prosecute and Defend. The Council shall be entitled to prosecute and defend all proceedings with respect to the condemnation of any or all of the common elements or any Council property; provided, that the Council shall not settle or compromise any claim made in any such proceeding without the approval of unit owners having a majority of outstanding votes.

(b) Notice to Unit Owners. The Council shall notify each unit owner of any such proceeding, and each unit owner shall be entitled to participate therein on his behalf.

13.2 - Repair and Reconstruction. Subject to the operations and effect of the provisions of Section 13.3. hereof, in the event of a condemnation of part of the Condominium, the Council shall arrange for and supervise the prompt repair and restoration of the remainder of the Condominium in the same manner as that which is set forth in the provisions of Article XII in the case of damage by fire or other casualty, and the provisions of Article XII shall apply to the repair and restoration of the Condominium in the same manner as if the Condominium had been so damaged. The award made for the condemnation shall be payable to the Council and shall be held and disbursed in the same manner as the proceeds of insurance received by the Council are required by the provisions of Article XII to be held and disbursed by the Council upon the occurrence of any such casualty.

13.3 - Effect of Condemnation on Percentage Interests.

(a) Adjustment of Percentage Interests. If there is a condemnation of any or all of the Condominium, and if, as a result of such condemnation, any or all of any unit so taken is no longer subject to the operation and effect of the Declaration, the Condominium Plat and these By-Laws, then the respective undivided percentage interests in the common elements and percentage interests in the common expenses and common profits of all units or portions thereof which were not so taken shall be adjusted as of the date of such condemnation.

(i) If such condemnation is of all of one or more units, the undivided percentage interests of such Units shall be reallocated among all of the other units, in that proportion which immediately prior to such condemnation, the respective percentage interest of each of the other units bears to the aggregate of the respective percentage interest of all of the other units.

(ii) If such condemnation is part, but not all, of one or more units, the undivided percentage interests shall be adjusted in proportion as the amount of floor area of the unit taken bears to the floor area of the unit prior to the taking.

(b) Amendment of the Declaration. Promptly after any condemnation as a result of which any adjustment of the respective undivided percentage interests in the common elements or percentage interests in the common expenses and common profits is made pursuant to the foregoing provisions of this section, an amendment of the Declaration setting forth such adjustment shall be executed and acknowledged by each unit owner and mortgagee, and recorded among the Land Records by the Council. The Council shall hold a power of attorney from each unit owner and mortgagee for such purpose.

(c) Votes. Following the taking of a 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 appurtenant to that unit shall terminate.

ARTICLE XIV

Termination of Regime

If the buildings or other elements within the Condominium shall be more than two-thirds (2/3) destroyed by fire or other casualty, the unit owners by an affirmative vote of eighty percent (80%) of them, may waive and terminate the regime, by Deed of Termination, and divide their respective interests as all of the owners shall agree, or failing a unanimous division agreement, in proportion to their respective undivided percentage interest in the common elements, after first paying off, out of the respective shares of the unit owners, all liens on the unit of each unit owner. Similarly, even absent such disaster, all of the unit owners may effect such a termination by unanimous vote with the consent of all persons with recorded encumbrances, including judgment lienors.

ARTICLE XV

Applicable Law

These By-Laws shall be given effect construed by application of the laws of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it may be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

ARTICLE XVI

Ratification

A person by his purchase of a unit in the Condominium and making settlement therefor does thereby ratify all actions taken by the Council and the Board of Directors prior to the date of purchase and settlement.

ARTICLE XVII

House Rules

In order to assure the peaceful and orderly use and enjoyment of the Condominium, the Council may from time to time, adopt, modify and revoke in whole or in part, by action of the Board of Directors, such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on or in the Condominium, as it may deem necessary. The initial House Rules are attached hereto and made a part hereof.

Such House Rules, as adopted from time to time, and every amendment, modification or revocation thereof, shall be binding upon all members of the Council and occupants of the buildings.

The procedures provided for in Section 11-111 of the Act for rules and regulations shall not apply to the Condominium.

ARTICLE XVIII

Rights of Developer

Anything in the Declaration or these By-Laws to the contrary notwithstanding, so long as the Developer shall retain any unit in the Condominium unsold, the Developer shall have the right to use any such unit as a model Condominium unit and/or sales office, in such manner and at such times as Developer may deem appropriate.

ARTICLE XIX

Contracts for Management of Condominium and Termination

The Board of Directors, on behalf of the Council, may enter into an agreement with any person for such person to provide management services for the Council or the unit owners with respect to the Condominium, so long as such agreement: (a) expressly provides that such agreement may be terminated by a majority vote of the Council and upon thirty (30) days written notice of said termination; (b) is for a term not longer than one (1) year, and (c) if a provision is made therein for renewal of such agreement from time to time by agreement of the parties thereto, provides that no such renewal provisions and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Council to such agreement for longer than one (1) year from the date of such renewal or combination of such renewals, (and, to the extent that any such agreement does not expressly so provide, it shall be deemed to do so).

Anything contained in the foregoing provisions hereof to the contrary notwithstanding, the Board of Directors, on behalf of the Council, shall not effectuate any decision by it both (a) to terminate such management agreement and (b) thereafter to assume or undertake the management of the Condominium without utilizing or employing professional management services with respect to the same, without obtaining each first mortgagee's prior written approval thereof.

ARTICLE XX

Roster of Unit Owners, Mortgagees, Insurers, Guarantors and Proxy Holders

20.1 - Duty to Furnish Information. Immediately upon a person's having become the unit owner or a mortgagee of a unit, or the insurer or guarantor of a first mortgage of a unit, or the proxy holder of a unit owner's votes, such unit owner, mortgagee or proxy holder shall, in writing, both notify the Council of its status as such and supply the following information to the Secretary:

- (a) the full and correct name of such unit owner, mortgagee, insurer, guarantor or proxy holder;
- (b) the number of the unit of which such person is a unit owner, mortgagee, insurer, guarantor or for the unit owner of which such person is a proxy holder;
- (c) if such unit owner, mortgagee, insurer, guarantor or proxy holder consists of more than one person, the full and correct name of each such person;
- (d) if such unit owner, mortgagee, insurer, guarantor or proxy holder or any such person of which it consists, is not a natural person, (i) the type of legal entity of which it consists, and (ii) the state or other jurisdiction under which it is organized and exists;
- (e) an address for each such unit owner, mortgagee, insurer, guarantor or proxy holder;

(f) upon request by the Secretary, such evidence of such unit owner's, mortgagee's, insurer's, guarantor's or proxy holder's status as such as the Secretary may reasonably demand.

**20.2 - Failure to Furnish Information.** Unless a unit owner, mortgagee, insurer, guarantor or proxy holder has notified the Council of its status as such and supplied the Secretary with the information which is required to be supplied by the foregoing provisions of this Section, such person shall have no right under the provisions of the Act, the Declaration or these By-Laws to be given any notice, demand, consent, approval, request or other communication or document by the Council or any Director or Officer.

**20.3 - Maintenance of and Reliance on Roster.** The Secretary shall maintain on a current basis a roster showing, with respect to each unit, any and all information pertaining to the unit owner thereof, any mortgagee thereof, any insurer or guarantor of a mortgage of a unit, and any proxy holder with respect thereto, which is supplied to the Secretary pursuant to the foregoing provisions of this Article. Unless the Council has received express, written notice to the contrary, the Council, its Directors, Officers, employees and agents, and each Unit Owner shall be entitled to rely upon the accuracy of such roster as reflecting the existence, current identity, composition, legal standing, and notice address of the unit owner, any mortgagee, insurer, guarantor or proxy holder of a unit, all in making any determination for purposes of the provisions of the Act, the Declaration or these By-Laws as to whom any notice, demand, consent, approval, requests or other communication or document is to be given or delivered by the Council or any Director or Officer thereof, or by whom or on whose behalf any vote may be cast at any meeting of, or in connection with any other action to be taken by the Council, Board of Directors or Officers.

ARTICLE XXI

Severability

Should any part, term or provision of these By-Laws be by the courts decided to be illegal or in conflict with any applicable law, the validity of the remaining portion of provisions shall not be affected thereby but shall be valid and enforceable as the context permits.

WITNESS the hand and seal of the Developer, Linden-Rialto Development Corp., a corporation, this 28 day of MARCH, 1984.

ATTEST: LINDEN-RIALTO DEVELOPMENT CORP.

William F. Oriano Jr. By: Lola M. Smith (SEAL)  
Lola M. Smith, President

STATE OF MARYLAND )  
                                  )  
CITY OF BALTIMORE )

I HEREBY CERTIFY that on this 28 day of march, 1984, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared Lola M. Smith who made oath in due form of law that she is the President

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of Linden-Rialto Development Corp., a corporation, and that she is authorized to execute these By-Laws on behalf of said corporation, and that said By-Laws were executed and are to be recorded solely for the purpose of establishing and administering the condominium regime as set forth in the Declaration.

AS WITNESS my hand and Notarial Seal.

A circular notary seal is located to the right of the signature. The text within the seal is partially obscured but appears to include the words "NOTARY PUBLIC" and "BALTIMORE, MARYLAND".  
Stanley Aboltz  
Notary Public

My Commission Expires: July 1, 1986

LINDEN-RJALTO CONDOMINIUM

HOUSE RULES

The following rules are for the protection, benefit and well-being of all residents of Linden-Rialto Condominium and their guests and are adopted to promote a safe, sanitary and pleasant environment in the Condominium and in the use of its facilities.

General Rules

Residents Will Not:

1. Keep any pets in or about their condominium unit without the written permission of the Council.
2. Leave any personal belongings on the common elements of the Condominium.
3. Obstruct or use for any purpose other than ingress and egress the stoops, walkways and stairways of the Condominium.
4. Display any advertisement, sign or notice outside of their condominium unit or in or about the common elements of the Condominium.
5. Install any wire or antenna for radio, television or other appliance in or on the exterior of any building or any part of the common elements of the Condominium.
6. Store any materials of any kind or description that are combustible or which would increase the fire risk in their condominium unit or in any part of the common elements of the Condominium.
7. Litter or obstruct the common elements of the Condominium.
8. Do anything that would violate any law or governmental regulation with respect to the Condominium.
9. Throw or allow to be thrown anything out of the windows or doors of a condominium unit.
10. Place anything on the outer edge of the sills of the windows of condominium units.
11. Place garbage and rubbish for disposal only as the Council directs.

Pets

12. Pets, when permitted by the Council, must be kept under the control of the unit residents.
13. Pets are not permitted to roam at large.
14. Residents are responsible for personal and property damage caused by their pet.
15. Pets may not be kept in a unit if it is a nuisance because of excessive barking or car chasing.

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# Short Release

136 *W*

OF MORTGAGE OR DEED OF TRUST FROM URBAN REALTY CO., INC.

TO FIRST PROGRESSIVE S & L ASSN.

MORTGAGOR(S)

AS RECORDED IN

5.00

LIBER CWM NO. 4264

FOLIO 105

5.00

5.00

SHORT RELEASE RECEIVED FOR RECORD

JUN 14 1984

M. & RECORDED IN

06/14/84

THE LAND RECORDS OF BALTIMORE CITY. SAUNDRA E. BANKS, CLERK

MAIL TO:

*Bass + Denick*  
*Boyd*

*AMK*

CC-3 (1-83)

FOR VALUE RECEIVED, FIRST PROGRESSIVE SAVINGS AND LOAN ASSOCIATION, hereby releases the within Mortgage and debt secured thereby this 14<sup>th</sup> day of June, 1984

WITNESS:

FIRST PROGRESSIVE SAVINGS AND LOAN ASSOCIATION

By: *[Signature]*  
Paul R. Freeman,  
Executive Vice President

Recorded JUN 14 1984

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THIS RELEASE OF MORTGAGE, Made this *24<sup>th</sup>* day of *April*,  
in the year one thousand nine hundred and eighty-four, by ROBERT LARKIN  
of Baltimore City in the State of Maryland,

WHEREAS, the said ROBERT LARKIN is the holder of a mortgage from  
KENNETH ZIEGELHEAFER to ROBERT LARKIN dated July 20, 1983, and recorded among  
the Land Records of Baltimore City, in Liber 0122, Folio 613,

AND WHEREAS, the KENNETH ZIEGELHEAFER having fully paid and satisfied  
the said mortgage, is entitled to have the property thereby affected released  
from the operation and effect thereof.

WHEREFORE NOW THIS RELEASE WITNESSETH, <sup>*26 S MADEIRA ST*</sup> That for and in consideration of  
the premises and the sum of one dollar, the said ROBERT LARKIN does hereby  
release the said mortgage and grant the property thereby affected unto the  
said KENNETH ZIEGELHEAFER to be held by the same manner as if the said  
mortgage had never been made.

WITNESS the hand and seal of the said releasor

TEST:

*Robert W Saekin* (SEAL)  
ROBERT LARKIN

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, in  
the year one thousand nine hundred and eighty-four, before me, the subscriber,  
of the State of Maryland in and for Baltimore City, aforesaid, personally  
appeared ROBERT LARKIN, and acknowledged the foregoing Release of Mortgage  
to be his act.

WITNESS my hand and Notarial Seal.

*John S. Same*  
NOTARY PUBLIC

My Commission Expires: *7-1-86*

REC'D FOR RECORD JUN 14 1984  
BALTIMORE CITY RECORDS  
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