

# Satyr Green Condominium Association, Inc

Important Information



**FirstService**  
RESIDENTIAL

PREPARED EXCLUSIVELY FOR:

2218E Lowells Glen Rd  
Parkville, MD 21234

# Satyr Green Condominium Association, Inc

Disclosure Documents

A graphic element consisting of three overlapping rectangular blocks in shades of gray, arranged in a stepped, L-shaped configuration.

**FirstService**  
RESIDENTIAL

PREPARED EXCLUSIVELY FOR:

**2218E Lowells Glen Rd  
Parkville, MD 21234**





FirstService Residential  
(732) 728-9690



# Memorandum

November 7, 2023

TO: shannon@ajbillig.com  
FR: Resale and Lender Processing Department  
RE: Important Information Regarding Transfer of Title to New Owners

Attached is the completed Certificate you recently requested from FirstService Residential. Please review it carefully.

**An updated resale certificate is required to be ordered two (2) days prior to Settlement. If an updated resale certificate is not requested, and there is a balance due on the seller's account, the settlement agent will be responsible for these fees.**

**1 update(s) may be obtained within 90 days of the original order date at no additional charge. If an update is requested after 90 days or additional updates are required, a processing fee will apply. No updates will be issued after 180 days of the original order date. To order an update please login to your account at <http://secure.welcomelink.com/resale/mg/ww> and access "My Orders" to request the update.**

**PLEASE NOTE:** Verbal updates will not be provided; please do not request them.

**IMPORTANT:** Our goal is to process closing paperwork as quickly and efficiently as possible. Following these instructions will allow this transfer to be a smooth process for both buyer and seller. The following items are **required** to be returned to the address noted below within two (2) business days of the closing:

**FirstService Residential Attn: AR Closing Team 21 Christopher Way Eatontown, NJ 07724**

1. The complete signed original Resale Certificate(3407/5407)
2. A copy of the HUD1, ALTA or Settlement Statement
3. The completed Remittance Page
4. Monies Due (Separate checks for each item- must be certified funds, Title Company or Attorney Check)
5. Completed Census Form (if included in the package)
6. Age Verification (if applicable to the Association)

**Be sure to submit separate checks for all monies due, as noted on the Resale Certificate. If separate checks are not received, the improper payment will be returned and separate checks will be requested. This will delay the transfer process.**

Please ensure that all parties attending settlement understand the importance of promptly completing and forwarding to us the items requested above. Timely completion of this process is necessary for: 1) accurate billing to the new owner; 2) accurate and timely mailing of important communications from the Association's Board of Directors to the new owners; and 3) establishment of the new owner's access to Association Facilities.

In addition, please note that issuance of this is contingent upon full payment of all processing fees associated with this transfer. If any payment submitted is not honored, the Certificate will be invalid.

As always, we appreciate the opportunity to serve you. If you have questions regarding your Resale & Lending Documents, please contact the Resale and Lender Processing Department at (732) 728-9690.

Thank you in advance for your cooperation!

FirstService Residential





FirstService Residential  
(732) 728-9690



# Resale Certificate

# WW-B20158

**Satyr Green Condominium Association, Inc**  
**This certificate has been prepared on November 7, 2023**  
**on behalf of Cheryl Wainwright, owner(s) of**  
**2218E Lowells Glen Rd, Parkville, MD 21234**  
**Purchaser is Auction Tbd**

The Maryland Condominium Act, **Section 11-135(a)**, refers to specific information and statements to be obtained from the council of unit owners and provided to the purchaser prior to the contract date of disposition. This Certificate for Condominium Resale is in response to those specific requirements.

This Certificate is valid for sixty days from the date of issuance.

Any unit owner, either as seller or purchaser, should review carefully this Certificate for Condominium Resale and all attached documents. Please consult with your real estate agent or attorney pertaining to any specific questions or concerns.

**SECTION 11-135.(a)** of the Maryland Condominium Act requires that the purchaser be furnished with a copy of the declaration (other than the plats), the bylaws and the rules or regulations of the condominium:

**See enclosed documents.**

**SECTION 11-135.(a)** of the Maryland Condominium Act also requires that the purchaser be furnished with a certificate containing the following information:

(i) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit other than any restraint created by the unit owner:

**THE CONDOMINIUM INSTRUMENTS DO NOT CREATE ANY RIGHTS OF FIRST REFUSAL OR OTHER RESTRAINTS PER SE ON FREE ALIENABILITY OF THE CONDOMINIUM UNITS. HOWEVER, THE COVENANTS, CONDITIONS AND RULES/REGULATIONS SET FORTH IN THE GOVERNING DOCUMENTS DO IMPOSE CERTAIN RESTRICTIONS THAT ARE BINDING ON ALL CONDOMINIUM OWNERS AND OCCUPANTS. THESE SHOULD BE REVIEWED AND UNDERSTOOD BY ALL SUCCESSORS IN TITLE TO CONDOMINIUM UNITS.**

(ii) A statement setting forth the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the council of unit owners that is due and payable from the selling unit owner:

**Fees payable to Satyr Green Condominium Association, Inc. Separate checks are required for each line item - must be certified funds.**

**Balance for account 2636-SGLOWE-218E-01 through 11/01/2023**

**At attorney, please contact Elmore & Throop & Rick Drury 2023 FOrward at 410-544-6644 410-337-8072 2023 forward for the balance amount and additional attorney fees.**

**The above amount due is at the time of preparation of this certificate. Additional fees may be assessed to the account between the above date and the date of settlement. You are required to obtain an update no later than 2 (two) days prior to settlement. If an updated resale certificate is not requested, and there is a balance due on the seller's account, the settlement agent may be responsible to the association, seller, or buyer for these fees as permitted by state law.**

*Please note: No refunds or credits will be issued by FirstService Residential. Any adjustment to the maintenance account must be made between the buyer and seller at closing.*



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## Resale Certificate (continued)

WW-B20158

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**\*\* ALL SELLERS WHO ARE CURRENTLY PARTICIPATING IN THE AUTOMATIC PAYMENT EITHER WITH CLICKPAY OR YOUR PERSONAL BANK FOR THE PAYMENT OF MAINTENANCE/ASSOCIATION FEES MUST LOG INTO THEIR ACCOUNT TO TERMINATE AUTOMATIC PAYMENTS FOLLOWING SETTLEMENT.\*\***

(iii) A statement of any other fees payable by the unit owners to the council of unit owners.

### Fees due from Buyer

***Fees payable to Satyr Green Condominium Association, Inc. Separate checks are required for each line item - must be certified funds.***

**Prepayment of 2 months Assessments:**

**\$640.00**

THE FOLLOWING ITEMS ARE REQUIRED TO BE RETURNED TO THE ADDRESS NOTED BELOW WITHIN TWO (2) BUSINESS DAYS OF THE CLOSING:

1. The complete signed original Resale Certificate(3407/5407)
2. A copy of the HUD1, ALTA or Settlement Statement
3. The completed Remittance Page
4. Monies Due (Separate checks for each item- must be certified funds, Title Company or Attorney Check)
5. Completed Census Form (if included in the package)
6. Age Verification (if applicable to the Association)

**FirstService Residential Attn: AR Closing Team 21 Christopher Way Eatontown, NJ 07724**

### Assessment Information

Assessment: **\$320.00 due Monthly on the 1st day of the payment period**

Late Charge: **\$15.00 and/or %10% will be attached to any assessment received 15 day(s) after due date**

Monthly assessments will accrue at the amount stated above, subject to change in any new budget adopted, and are due payable by the Selling Unit Owner until conveyance of the Selling Unit.

(iv) A statement of any capital expenditures approved by the council of unit owners planned at the time of the conveyance which are not reflected in the current operating budget disclosed under subparagraph (vi) of this item:

**Listed are the capital expenditures anticipated within the current fiscal year: N/A**

**Listed are the capital expenditures anticipated within the two next succeeding fiscal years: There are currently no proposed capital expenditures by the association for the two next succeeding fiscal years.**



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## Resale Certificate (continued)

WW-B20158

**Satyr Green Condominium Association, Inc**  
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- (v) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium.

**See enclosed Financial Statements.**

- (vi) The current operating budget of the condominium including the current reserve study report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund.

**The amount of the association's reserve fund as of the beginning of the current quarter is: N/A**

- (vii) A statement of any unsatisfied judgments or pending lawsuits to which the council of unit owners is a party, excluding assessment collection suits:

Unless indicated below, there are no pending suits or judgments other than delinquent account collection cases. Delinquent homeowners' accounts are in various stages of legal action, including but not limited to demand letters, liens, acceleration of assessments, lawsuits or foreclosure. The accounts receivable listing of the council of unit owners is reflective of the past due accounts as of a specific date, and are subject to change. Whether the accounts receivable listing is of a material impact on the association or the units owners is a subjective issue. Any unit owner or prospective purchaser may inquire with the Association or management agent for more details.

**There are no current legal judgments or suits pending with the association. The same should be verified through review of the title search documents, as to judgments and consultation with the Association's attorney as to any pending, concluded or imminent law suits.**

- (viii) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that copies of the policy are available for inspection, stating the location at which the copies are available, and a notice that the terms of the policy prevail over the description:

The council of unit owners maintains property and liability coverage for all common element property. Unit owners shall obtain individual coverage for their personal property and liability. Copies of the Association's policies are available for inspection as follows:

Insurance Company: **Farmers Insurance**  
Agent: **Tripp Godsey Agency LLC 540-777-1566**  
Phone: **(540) 777-1566**  
Fax: **(540) 777-1566**

**MEMBERS SHALL OBTAIN THEIR OWN INSURANCE COVERAGE ON THEIR UNITS.**

**The terms of the policies prevail over the above description.**

- (ix) The following is a statement as to whether the selling unit owner has knowledge that any alterations, improvements or violations to the unit or the limited common elements assigned thereto violate any provisions of the declaration, by-laws or rules and regulation:

**There are no known violations at the time of sale.**



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## Resale Certificate (continued)

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- (x) A statement as to whether the council of unit owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium:

**There are none known to the association.**

- (xi) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the council of unit owners, and a statement as to whether or not they are to be a part of the common elements:

Clubhouse(s): **N/A**  
Swimming Pool(s): **N/A**  
Tennis Court(s): **N/A**  
Playground(s): **N/A**  
Other Amenities: **N/A**

## Additional Information

**The Dues/Recurring Assessment listed above is for the current fiscal year. Fees are subject to change as new budgets are finalized and/or special assessments are approved.**

This disclosure packet was prepared by the Association on 11/07/2023.  
This Certificate is valid for sixty days from the date of issuance.

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## Return Form

Buyer(s) Name(s): \_\_\_\_\_  
Buyer Phone: \_\_\_\_\_  
Buyer Email Address: \_\_\_\_\_

Buyer, please provide the following information regarding insurance policy.

Insurance Agent: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Renew Date: \_\_\_\_\_

If your address is different from the purchase address above, please note below.

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Purchaser acknowledges receipt of the Resale Certificate and relevant Governing Documents, which include the Declarations/Mater Deed, Bylaws, Rules and Regulations, applicable to the unit property. If documents are lost or misplaced, please contact the community manager to see how they may be replaced. Purchaser should contact the community manager directly with regard to new or proposed resolutions, rule changes or governing document changes.

Purchaser understands and agrees that the Association will levy all assessments against the premises to be paid monthly/quarterly/semiannually/annually by the purchaser, commencing from the closing date, to cover all costs of ownership and common area property maintenance.

Purchaser acknowledges the need to undertake final verification with the Title Company and Association just prior to the closing and the prudence of seeking advice of independent legal counsel.

The Unit is/is not subject to an extended lease under section 11-137 of the real Property Article of the Annotated Code of Maryland or under local law, and if so, a copy of the lease must be provided. You will have the right to cancel this contract without penalty, at any time within 7 day of following delivery to you of all of this information. However, once the sale is closed, your right to cancel the contract is terminated.

Purchaser's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_

Seller's Future Address (required, in case of refund):

\_\_\_\_\_  
\_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_



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## Resale Certificate (continued)

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(ii) A statement setting forth the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the council of unit owners that is due and payable from the selling unit owner:

**Fees payable to Satyr Green Condominium Association, Inc. Separate checks are required for each line item - must be certified funds.**

**Balance for account 2636-SGLOWE-218E-01 through 11/01/2023**

**At attorney, please contact Elmore & Throop & Rick Drury 2023 FOrward at 410-544-6644 410-337-8072 2023 forward for the balance amount and additional attorney fees.**

**The above amount due is at the time of preparation of this certificate. Additional fees may be assessed to the account between the above date and the date of settlement. You are required to obtain an update no later than 2 (two) days prior to settlement. If an updated resale certificate is not requested, and there is a balance due on the seller's account, the settlement agent may be responsible to the association, seller, or buyer for these fees as permitted by state law.**

*Please note: No refunds or credits will be issued by FirstService Residential. Any adjustment to the maintenance account must be made between the buyer and seller at closing.*





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## Resale Certificate (continued)

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(iii) A statement of any other fees payable by the unit owners to the council of unit owners.

### Fees due from Buyer

***Fees payable to Satyr Green Condominium Association, Inc. Separate checks are required for each line item - must be certified funds.***

**Prepayment of 2 months Assessments:**

**\$640.00**

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### Assessment Information

Assessment: **\$320.00 due Monthly on the 1st day of the payment period**

Late Charge: **\$15.00 and/or %10% will be attached to any assessment received 15 day(s) after due date**

Monthly assessments will accrue at the amount stated above, subject to change in any new budget adopted, and are due payable by the Selling Unit Owner until conveyance of the Selling Unit.

(iv) A statement of any capital expenditures approved by the council of unit owners planned at the time of the conveyance which are not reflected in the current operating budget disclosed under subparagraph (vi) of this item:

**Listed are the capital expenditures anticipated within the current fiscal year: N/A**

**Listed are the capital expenditures anticipated within the two next succeeding fiscal years: There are currently no proposed capital expenditures by the association for the two next succeeding fiscal years.**



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## Resale Certificate (continued)

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- (v) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium.

**See enclosed Financial Statements.**

- (vi) The current operating budget of the condominium including the current reserve study report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund.

**The amount of the association's reserve fund as of the beginning of the current quarter is: N/A**

- (vii) A statement of any unsatisfied judgments or pending lawsuits to which the council of unit owners is a party, excluding assessment collection suits:

Unless indicated below, there are no pending suits or judgments other than delinquent account collection cases. Delinquent homeowners' accounts are in various stages of legal action, including but not limited to demand letters, liens, acceleration of assessments, lawsuits or foreclosure. The accounts receivable listing of the council of unit owners is reflective of the past due accounts as of a specific date, and are subject to change. Whether the accounts receivable listing is of a material impact on the association or the units owners is a subjective issue. Any unit owner or prospective purchaser may inquire with the Association or management agent for more details.

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Insurance Company: **Farmers Insurance**  
Agent: **Tripp Godsey Agency LLC 540-777-1566**  
Phone: **(540) 777-1566**  
Fax: **(540) 777-1566**

**MEMBERS SHALL OBTAIN THEIR OWN INSURANCE COVERAGE ON THEIR UNITS.**

**The terms of the policies prevail over the above description.**

- (ix) The following is a statement as to whether the selling unit owner has knowledge that any alterations, improvements or violations to the unit or the limited common elements assigned thereto violate any provisions of the declaration, by-laws or rules and regulation:

**There are no known violations at the time of sale.**



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## Resale Certificate (continued)

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Clubhouse(s): **N/A**  
Swimming Pool(s): **N/A**  
Tennis Court(s): **N/A**  
Playground(s): **N/A**  
Other Amenities: **N/A**

## Additional Information

**The Dues/Recurring Assessment listed above is for the current fiscal year. Fees are subject to change as new budgets are finalized and/or special assessments are approved.**

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## Return Form

Buyer(s) Name(s): \_\_\_\_\_  
Buyer Phone: \_\_\_\_\_  
Buyer Email Address: \_\_\_\_\_

Buyer, please provide the following information regarding insurance policy.

Insurance Agent: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Renew Date: \_\_\_\_\_

If your address is different from the purchase address above, please note below.

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Purchaser acknowledges receipt of the Resale Certificate and relevant Governing Documents, which include the Declarations/Mater Deed, Bylaws, Rules and Regulations, applicable to the unit property. If documents are lost or misplaced, please contact the community manager to see how they may be replaced. Purchaser should contact the community manager directly with regard to new or proposed resolutions, rule changes or governing document changes.

Purchaser understands and agrees that the Association will levy all assessments against the premises to be paid monthly/quarterly/semiannually/annually by the purchaser, commencing from the closing date, to cover all costs of ownership and common area property maintenance.

Purchaser acknowledges the need to undertake final verification with the Title Company and Association just prior to the closing and the prudence of seeking advice of independent legal counsel.

The Unit is/is not subject to an extended lease under section 11-137 of the real Property Article of the Annotated Code of Maryland or under local law, and if so, a copy of the lease must be provided. You will have the right to cancel this contract without penalty, at any time within 7 day of following delivery to you of all of this information. However, once the sale is closed, your right to cancel the contract is terminated.

Purchaser's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_

Seller's Future Address (required, in case of refund):

\_\_\_\_\_  
\_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_



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## Resale Certificate (continued)

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**2218E Lowells Glen Rd, Parkville, MD 21234**  
**Purchaser is Auction Tbd**

The following items are required to be returned to the address noted below within two (2) business days of the closing:

**FirstService Residential Attn: AR Closing Team 21 Christopher Way Eatontown, NJ 07724**

1. The complete signed original Resale Certificate(3407/5407)
2. A copy of the HUD1, ALTA or Settlement Statement
3. The completed Remittance Page
4. Monies Due (Separate checks for each item- must be certified funds, Title Company or Attorney Check)
5. Completed Census Form (if included in the package)
6. Age Verification (if applicable to the Association)

**Be sure to submit separate checks for all monies due, as noted on the Resale Certificate. If separate checks are not received, the improper payment will be returned and separate checks will be requested. This will delay the transfer process.**

# Satyr Green Condominium Association, Inc

Governing Documents

A graphic element consisting of three overlapping rectangular blocks in shades of gray, arranged in a stepped, L-shaped configuration.

**FirstService**  
RESIDENTIAL



**CC&Rs-Declaration**  
**Satyr Green Garden Condominium**



1021j:8  
MRS:cam,ejh  
05/05/87

1987513 PAGE 093

DECLARATION ESTABLISHING A HORIZONTAL PROPERTY REGIME  
TO BE KNOWN AS SATYR GREEN GARDEN CONDOMINIUM

THIS DECLARATION is made this 5th day of May, 1987, by SATYR GREEN CORPORATION, a Maryland corporation, hereinafter called "Developer".

WHEREAS, Developer holds the fee simple title to the land hereinafter described and desires to subject said land, together with the buildings and improvements erected thereon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, including the hereinafter described rights-of-ways, to a condominium regime, as provided for in the Condominium Act, and hereby to establish for the property, a condominium regime to be known as "SATYR GREEN GARDEN CONDOMINIUM".

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

ARTICLE I

DEFINITIONS

As used in this Declaration, and the Bylaws annexed hereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication, the following terms shall have the meanings herein ascribed thereto. The terms herein defined are:

(a) Condominium Act. Condominium Act means and refers to Title 11 of the Real Property Article of the Annotated Code of Maryland, as heretofore and hereafter amended.

(b) Land.

(1) (A) Land means and includes all that parcel of ground, located in the Ninth Election District of Baltimore County, in the State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a point located at the intersection of the South 63 degrees 52 minutes 44 seconds East 207.74 feet line of Lot 1 and the east side of a future 60 foot Right-of-Way of Satyr Hill Road as shown on the Plat of Lowell's Glen recorded among the Land Records of Baltimore County in Plat Book EHKJr. 55 folio 54, thence and for the line of Stage 1 parcel 1 the following fourteen courses and distances, viz: 1) with a line curving to the left and having a radius of 450 feet for a distance of 42.47 feet (the arc of which is subtended by a chord bearing North

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

ASSESSMENT & TAXATION

SIGNATURE

DATE

CLERK

DATE



6 degrees 6 minutes 55 seconds East 42.46 feet; 2) North 3 degrees 24 minutes 41 seconds East 289.54 feet; 3) South 55 degrees 30 minutes East 133.38 feet; 4) North 41 degrees 33 minutes 27 seconds East 122.33 feet; 5) North 48 degrees 26 minutes 33 seconds West 168.00 feet; 6) South 7 degrees 19 minutes 36 seconds West 134.93 feet; 7) North 55 degrees 30 minutes West 56.57 feet; 8) North 3 degrees 24 minutes 41 seconds East 10.27 feet; 9) With a line curving to the right and having a radius of 645 feet for a distance of 185.71 feet (the arc of which is subtended by a chord bearing North 11 degrees 39 minutes 35 seconds East 185.07 feet; 10) South 48 degrees 26 minutes 33 seconds East 802.02 feet; 11) South 19 degrees 40 minutes 40 seconds East 105.54 feet; 12) South 70 degrees 19 minutes 20 seconds West 92.61 feet; 13) South 54 degrees 38 minutes West 279.80 feet; 14) North 63 degrees 52 minutes 44 seconds West 175.00 feet to the place of beginning. Containing 3.45910 acres of land, more or less.

BEING the parcel shown and designated as "Parcel 1" on Sheet 1 of the hereafter described condominium plat. Said parcel is herein called "Parcel 1" and is a part of all that land shown and designated as Lot 3 on a Plat entitled "Plat of Lowell's Glen", which Plat is recorded among the Land Records of Baltimore County in Plat Book BHKJr. No. 55, folio 54.

(B) TOGETHER WITH the following rights and easements:

(1) The right, in common with the developer, to: (aa) maintain and use all water lines, mains, facilities and installations constructed, installed, maintained or operated in, under or through the 1st Utility Easement Area; (bb) take water from said lines, mains, facilities and installations for use on all land within the condominium, as hereby created and hereafter expanded, and in and for the dwellings, vegetation, walkways, parking areas and other improvements now or hereafter located thereon, upon payment for such water at the rate charged by the governmental agency or public utility supplying such water; and (cc) construct, install, maintain and operate other water lines, mains, facilities and installations in, under or through the 1st Utility Easement Area.

The above-mentioned 1st Utility Easement Area is described as follows:

BEGINNING for the same at a point located at the intersection of the North 63 degrees 52 minutes 44 seconds West 532.87 feet line of Lots 1 and 3 and the west side of a 60 foot right-of-way of Lowell Ridge Road as shown on the Plat of Lowell's Glen recorded among the Land Records of



Baltimore County in Plat Book EHKJr. No. 55, Folio 54, thence with a line curving to the left having a radius of 300 feet for a distance of 22.68 feet (the arc of which is subtended by a chord bearing North 28 degrees 25 minutes 16 seconds East 22.67 feet), thence North 26 degrees 15 minutes 20 seconds East 11.35 feet, thence North 63 degrees 44 minutes 40 seconds East 15.00 feet, thence North 26 degrees 15 minutes 20 seconds West 10.96 feet to the point of beginning, thence and for the lines of the 1st Utility Easement Area the following nine courses and distances, viz: (1) North 63 degrees 52 minutes 44 seconds West 117.37 feet, (2) North 22 degrees 22 minutes 16 seconds East 165.14 feet, (3) with a line curving to the left having a radius of 210 feet for a distance of 188.63 feet (the arc of which is subtended by a chord bearing North 3 degrees 21 minutes 43 seconds West 182.35 feet), (4) North 60 degrees 54 minutes 19 seconds East 12.73 feet, (5) with a line curving to the right and having a radius of 227.45 feet for a distance of 198.48 feet (the arc of which is subtended by a chord bearing South 2 degrees 37 minutes 40 seconds East 192.24 feet), (6) South 22 degrees 22 minutes 16 seconds West 145.75 feet, (7) South 20 degrees 45 minutes 14 seconds East 14.63 feet, (8) South 63 degrees 52 minutes 44 seconds East 98.00 feet, (9) South 26 degrees 15 minutes 20 seconds West 10.00 feet to the place of beginning. Containing 0.11589 acres of land more or less.

BEING the property identified as "1st Utility Easement Area" on Sheet 1 of the hereafter described condominium plat.

(2) The right, in common with the Developer, to: (aa) maintain and use all sanitary sewer lines, mains, facilities and installations constructed, installed, maintained or operated in, under or through the 1st General Easement Area; (bb) discharge into said lines, mains, facilities and installations, sewage from the condominium, as hereby created and hereafter expanded, and the condominium units and other improvements now or hereafter located therein; and (cc) construct, install, maintain and operate other sanitary sewer lines, mains, facilities and installations, in, under or through the 1st General Easement Area.

The above-mentioned 1st General Easement Area is described as follows:

BEGINNING for the same at a point located at the intersection of the North 63 degrees 52 minutes 44 seconds West 532.87 feet line of Lots 1 and 3 and the west side of a 60 foot right-of-way of Lowell Ridge Road as shown on the Plat of Lowell's Glen recorded among the Land Records of Baltimore County in Plat Book EHKJr. No. 55, Folio 54, thence and for the lines of the 1st General Easement Area



the following sixteen courses and distances, viz: (1) North 63 degrees 52 minutes 44 seconds West 188.59 feet, (2) North 22 degrees 22 minutes 16 seconds East 206.30 feet, (3) with a line curving to the left having a radius of 150 feet for a distance of 134.74 feet (the arc of which is subtended by a chord bearing North 3 degrees 21 minutes 43 seconds West 130.25 feet), (4) South 51 degrees 58 minutes 39 seconds West 64.59 feet, (5) North 48 degrees 26 minutes 33 seconds West 235.81 feet, (6) North 41 degrees 33 minutes 27 seconds East 132.00 feet, (7) South 48 degrees 26 minutes 33 seconds East 197.80 feet, (8) with a line curving to the right having a radius of 210 feet for a distance of 259.55 feet (the arc of which is subtended by a chord bearing South 13 degrees 2 minutes 8 seconds East 243.34 feet), (9) South 22 degrees 22 minutes 16 seconds West 29.26 feet, (10) South 63 degrees 33 minutes 55 seconds East 110.58 feet, (11) South 26 degrees 15 minutes 27 seconds West 10.00 feet, (12) North 63 degrees 33 minutes 55 seconds West 109.90 feet, (13) South 22 degrees 22 minutes 16 seconds West 125.85 feet, (14) South 63 degrees 52 minutes 44 seconds East 132.37 feet, (15) South 26 degrees 15 minutes 20 seconds West 22.35 feet, (16) with a line curving to the right having a radius of 300 feet for a distance of 22.68 feet (the arc of which is subtended by a chord bearing South 28 degrees 25 minutes 16 seconds West 22.67 feet) to the place of beginning. Containing 1.42346 acres of land more or less.

BEING the property identified as "1st General Easement Area" on Sheet 1 of the hereafter described condominium plat.

(3) The right, in common with the Developer, to: (aa) maintain and use all storm water drainage lines, mains, facilities and installations constructed, installed, maintained or operated in, under or through the hereinafter described 1st General Easement Area; (bb) discharge and drain into and through said lines, mains, facilities and installations, surface water flowing on, over or from all land within the condominium, as hereby created and hereafter expanded; (cc) construct, install, maintain and operate other storm water drainage lines, mains, facilities and installations in, under or through the 1st General Easement Area; and (dd) discharge and drain onto and across parcels 2 and 3 (each, as hereinafter defined) surface water flowing on, over and from all land within the condominium, as hereby created and hereafter expanded.

(4) The right, in common with the Developer, of forever using the hereinafter described 1st General Easement Area as a right-of-way and means of vehicular and pedestrian access between Parcels 1, 2 and 3, and all buildings and other improvements now or hereafter located thereon, on the one hand, and Lowell Ridge Road, on the other hand.



(C) For the better regulation of the mutual interests of the unit owners, as one of the parties, and the Developer, as the other party, in and to the rights and easements set forth above, the following shall apply:

(1) Each of the parties shall have the right and privilege of utilizing the 1st Utility Easement Areas and the 1st General Easement Area and of entering upon the same, whenever it may be necessary to make openings and excavations and to construct, install, maintain or operate utilities including sewers, drains, water pipes, telecommunication and electric systems, electric and gas lines, cable television lines and other municipal, public, publicly franchised and quasi-public utilities and services, and appurtenances therein or roadways, parking spaces and appurtenances thereon, provided, however, that in each case the ground shall be restored and left in good condition;

(2) No building or similar structure of any kind shall be constructed, installed, maintained or operated in, on or over any portion of the 1st Utility Easement Area or the 1st General Easement Area; except that roadways, sidewalks, fences, walls and other screening devices, light poles and standards, directional signs and sign posts, and curbs and other similar barriers may be constructed, installed, maintained and operated in, on and over the 1st Utility Easement Area and the 1st General Easement Area, so long as not impeding the free flow of vehicular traffic along the roadway within the 1st General Easement Area, which roadway shall be at least twenty-four feet (24') wide; and except that parking spaces may be constructed, installed, maintained and operated in, on and over the 1st Utility Easement Area to the extent the same lie within the 1st General Easement Area; provided that all such construction and installation by the council of unit owners shall be subject to the covenants, conditions and restrictions described in Subparagraph (d)(1) of Article I of this Declaration.

(3) So long as legal title (excluding legal title granted as security for a loan) to the ground located within the Satyr Green development area (as hereinafter defined) is vested in two or more separate owners, all unit owners in the condominium to be deemed a single owner, the cost of the maintenance (including, but not limited to, the inspection, cleaning, repair and replacement) of all roadways, parking areas, and appurtenant facilities and installations, and all water, sanitary sewer and storm water drainage lines, mains, facilities and installations, located in, on, or through each such easement area, and the cost of all water furnished by the governmental agency or public utility supplying such water to any of the ground located within such area, or any dwelling unit or improvement located or to be located thereon, shall be divided between or among the owners of all portions of said



ground, each portion being herein called a "tract", as follows:

(aa) The owner, from time to time, of each tract in the Satyr Green development area shall pay a proportionate share of the cost of the maintenance of the roadway, and appurtenant facilities and installations, such as light poles and standards, directional signs and sign posts, and curbs and sidewalks, located within the 1st General Easement Area, which share shall be determined on a pro rata basis, in accordance with the proportion that the number of dwelling units erected on its tract bears to the total number of dwelling units erected on all tracts in the Satyr Green development area.

(bb) The owner, from time to time, of each tract in the Satyr Green development area shall pay a proportionate share of the cost of all water taken from pipes used in common, which share shall be determined on a pro rata basis, in accordance with the proportion that the number of dwelling units erected on its tract, and connected to such pipes, bears to the total number of dwelling units erected with the Satyr Green development area which are connected to such pipes.

(cc) The owner, from time to time, of each tract in the Satyr Green development area shall pay a proportionate share of the cost of the maintenance of any water line, main, facility or installation located within the 1st Utility Easement Area, which share shall be determined on a pro rata basis in accordance with the proportion that the number of dwelling units erected on its tract, and served by such water line, main, facility or installation, bears to the total number of dwelling units erected within the Satyr Green development area which are served by such water line, main, facility or installation.

(dd) The owner, from time to time, of each tract in the Satyr Green development area shall pay a proportionate share of the cost of the maintenance of any sanitary sewer line, main, facility or installation located within the 1st General Easement Area, which share shall be determined on a pro rata basis, in accordance with the proportion that the number of dwelling units erected on its tract, and served by such sanitary sewer line, main, facility or installation, bears to the total number of dwelling units erected within the Satyr Green development area which are served by such sanitary sewer line, main, facility or installation.

(ee) The owner, from time to time, of each tract in the Satyr Green development area shall pay a proportionate share of the cost of the maintenance of all storm water drainage lines, mains, facilities and installations located within the 1st General Easement Area, which share shall



be determined on a pro rata basis, in accordance with the proportion that the total number of dwelling units erected on its tract bears to the total number of dwelling units erected on all tracts in the Satyr Green development area.

(ff) Notwithstanding the provisions of items (aa), (cc), (dd) and (ee) of this Subparagraph (3), if the owner of any tract dirties, damages or destroys any fully or partially constructed paving, utility or other improvement located within any such easement area, said owner shall, at its sole cost and expense, clean, repair and/or replace the dirtied, damaged or destroyed paving, utility or other improvement.

(gg) For the purposes of this Subparagraph (3), (i) a dwelling unit shall be deemed erected immediately after same is substantially complete and available for occupancy, without regard to the fact that the dwelling unit may not yet be occupied, and (ii) a dwelling unit may, but need not, consist of a condominium unit.

(hh) All expenses allocated to the unit owners (as unit owners) under this Subparagraph (3) shall be common expenses of the condominium.

(D) Except as otherwise expressly set forth in this Paragraph (b) of Article I of this Declaration, it is understood and agreed that the rights and easements hereinabove set forth shall inure to the benefit of the unit owners, or the Developer, as the case may be, their respective personal representatives, heirs, successors and assigns, forever, as appurtenances running with the units or ground involved, but not to the benefit of any tenant or licensee of either of said parties or to any other person, firm, corporation or legal entity, having no legal or equitable interest in the units or ground to which such rights and easements appertain, it being the intent hereof that any right or easement of any tenant, licensee or other person shall be dependent upon and derived solely from the rights and easements of the unit owners holding an interest in the condominium regime, or of the Developer, holding those rights and easements excluded and reserved from the condominium regime, as legal or equitable owners of the units or ground involved, to which each such right and easement shall be deemed appurtenant, same to run with said units or ground.

The term "land" also means and includes each parcel of ground, if any, hereafter subjected to this condominium regime as provided in Article VIII hereof.

(c) Building

(1) Building means and includes each of the three (3)



building structures, two of which contain twelve (12) condominium units and one of which contains eight (8) condominium units, that is constructed on Parcel 1 in accordance with the architectural and other drawings prepared by Donald B. Ratcliffe & Assoc., A.I.A. Architects, 10404 Stevenson Road, Stevenson, Maryland 21153, entitled "Satyr Green," dated July 22, 1986, as heretofore or hereafter amended by or on behalf of the Developer, and comprised of the following:

COVER SHEET;  
 ARCHITECTURAL DRAWINGS,  
 SHEET A-1 (Foundation Plan, One Bedroom and Den),  
 SHEET A-2 (First Floor Plan, One Bedroom and Den),  
 SHEET A-3 (Second Floor Plan, One Bedroom and Den),  
 SHEET A-4 (Typical Front Elevation, One Bedroom and Den),  
 SHEET A-5 (Foundation Plan, Two Bedroom),  
 SHEET A-6 (Ground Floor Plan, Two Bedroom),  
 SHEET A-7 (First Floor Plan, Two Bedroom),  
 SHEET A-8 (Second Floor Plan, Two Bedroom),  
 SHEET A-9 (Typical Front Elevation, Two Bedroom),  
 SHEET A-10 (Typical End Elevation, Two Bedroom),  
 SHEET A-11 (Side Elevation, Sections, One Bedroom and Den),  
 SHEET A-12 (Building Sections),  
 SHEET A-13 (Wall Sections),  
 SHEET A-14 (Wall Sections)

(ii) The aforesaid architectural and other drawings for the buildings are filed, forever to be maintained, at the principal office of the condominium. Diagrammatic floor plans of the buildings, showing the dimensions, floor area and location of each unit in each building, are contained on the condominium plat.

(iii) The term "building" also means and includes each building, if any, hereafter subjected to the condominium regime as provided in Article VIII hereof.

(iv) Except with respect to any structural addition, alteration or improvement made by the Developer in conjunction with Paragraph (a), (c) and/or (e) of Article IX hereof, no unit owner or other person or entity may make any structural addition, alteration or improvement in or to any building after such building is completed by the Developer (as evidenced by the issuance of a certificate of occupancy) and is incorporated into the condominium, unless effected pursuant to (A) a revised or supplemental drawing, which shall be described in an amendment of this Paragraph (c), and (B) if appropriate, an amendment to the condominium plat.



(d) Property, Condominium, or Condominium Project. Property, condominium, or condominium project means and includes the land and buildings, together with all improvements, fixtures, and structures erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, including all space in, upon, above or below the foregoing, all, however, subject to the following:

(i) Setbacks, easements, conditions and other matters shown on any of the plats mentioned in paragraph (b) of Article I of this Declaration or shown on the subdivision plat defined in paragraph (s) of Article I of this Declaration.

(ii) Rights of others in and to the use of Lowell Ridge Road and Satyr Green Road.

(iii) Rights of Baltimore County, Maryland acquired from Thomas F. Zink, Jr., et al., under a Deed and Agreement dated August 5, 1986, and recorded among said Land Records in Liber BHKJr. No. 7241, folio 684, et seq., to construct and maintain sewers, drains, water pipes and other municipal utilities and services in an easement area, as shown, shaded and indicated "Utility Easement Area" on Baltimore County Bureau of Land Acquisition Drawing Number RW 86-118-1, together with a temporary easement for construction purposes, containing approximately 550 square feet, as shown and indicated "Temporary Construction Area" on said drawing.

(iv) Rights of Baltimore County, Maryland, acquired from Thomas F. Zink, Jr., et al., under a Declaration and Easement dated July 31, 1986, and to be recorded among said Land Records declaring, reserving and granting easements for the installation and maintenance of utilities, drainage and storm water management facilities, including the right of Baltimore County under Section 2-150.8 of Title 1 of the Baltimore County Code to enter upon the property of persons who do not comply with a maintenance notification requiring repairs to any storm water management facility, to perform necessary maintenance and to assess any cost involved to the owner(s) of the facility.

(v) Rights of Baltimore County, Maryland, acquired from Satyr Green Corporation under a Deed and Agreement dated April 22, 1987, and to be recorded among said Land Records, to lay, construct and maintain sewers, drains, water pipes and other municipal utilities and services in an easement area as shown, shaded and indicated "Utility Easement" on Baltimore County Bureau of Land Acquisition Drawing Number RW86-094-1, together with the appurtenant rights and subject to the conditions set forth in such Deed and Agreement.

(e) Condominium Plat. Condominium plat means and includes the plat prepared by Kenneth J. Wells, Inc., Land Surveyors,



entitled "Satyr Green Garden Condominium," dated April 27, 1987, and recorded among the Land Records of Baltimore County in Condominium plat Book EHKir. No. 70, folio 1, et seq., and comprised of the following four (4) sheets: Sheet 1 (Site plan, Parcel No. 1, Satyr Green Garden Condominium); Sheet 2 (2219 Lowells Glen Road); Sheet 3 (2218 Lowells Glen Road); and Sheet 4 (2217 Lowells Glen Road).

(f) Unit or Condominium Unit.

(i) With respect to Stage 1 of the condominium, unit or condominium unit means and includes the three dimensional area lying, vertically, (A) between the top surface of the concrete slab under each ground floor of the building and the horizontal plane formed by the bottom edges of the wooden floor trusses of each ceiling of the building if the unit is a ground-floor unit, or (B) between the top surface of each wooden floor of the building and the horizontal plane formed by the bottom edges of the wooden horizontal roof truss chords, if the unit is a second-floor unit in a two-story building or a third-floor unit in a three-story building, or (C) between the top surface of each wooden floor of the building and the horizontal plane formed by bottom edges of the wooden floor trusses of each ceiling of the building if the unit is a second-floor unit of a three-story building; and horizontally, between the interior surface (unit side) of the concrete masonry exterior, partition or other walls enclosing the unit and separating or partitioning it from the exterior of the building in which it is located or from a common hallway, stairway or other common element or from some other unit; provided, however, that any dry wall panelling constituting a finished surface of any such unit shall be deemed part of the unit; saving and excepting from each unit, however, all bearing walls, columns and other facilities and installations located within the unit but designated common elements under the provisions of Paragraph (g) of this Article I. Each unit shall also include the air conditioning system condenser (located within the closet solely accessible from the patio or balcony appurtenant to the unit) which serves the unit, and all pipes, wires, line and ducts running between said condenser and the unit. Windows, doors and doorways furnishing access between the unit and the common elements are deemed parts of the exterior or partition walls.

(ii) The term "unit" or "condominium unit" also means and includes each portion of any subsequent stage that the



Developer may designate as a unit in the Declaration amendment adding such subsequent stage to the condominium.

(iii) The term "unit" or "condominium unit" includes (A) each unit designated by the Developer as a "double unit" pursuant to Paragraph (g) of Article VIII hereof, and (B) each "double unit" resulting from the consolidation of two units pursuant to Paragraph (f) of Article III hereof.

(g) Common Elements.

(i) Common elements mean and include all the property, except the units. Said common elements include particularly, but not by way of limitation, the following: (A) the land, and all yards, lawns, gardens, plantings, walkways, and parking and driveway areas thereon or appurtenant thereto; (B) all foundations, pilings, columns, girders, beams, planks, slabs, roofs, partitions, supports, and other structural elements or improvements of the buildings, including all exterior walls and partition walls, all bearing walls and columns located within a unit, and all windows, doors and doorways furnishing access between a unit and the common elements including the casings, seals, glass and screens of such windows and doors; (C) walkways, communication ways, stairs, stairways, and all entrances and exits to and from the buildings; (D) all central and appurtenant installations for utilities and services, including power, light, electricity, telephone, water, sewerage, ventilation, and plumbing, together with all pipes, lines, ducts, wires, cables, conduits, fixtures, facilities, equipment and installations used in connection with the foregoing, including those located within a condominium unit for the service of two or more units or for the service of a unit other than the one in which located; (E) an easement running between (a) the sheetrock drop ceiling of each ground floor unit and first floor unit and (b) the upper boundary of such unit, for mechanical, electrical and other utilities; (F) all tanks, pumps, generators, motors, fans, controls, devices, installations, machinery, equipment, apparatus, and facilities required or deemed advisable for use in operation of the condominium project or for the care and maintenance of the land or buildings; (G) all patios and balconies, and the closets solely accessible from such patios and balconies; and (H) all other parts of the property necessary or convenient to the maintenance, care, safety and operation of the condominium project or to the use of the property by the unit owners in common.

(ii) The term "general common elements" means and includes all the common elements, except the limited common elements.



(iii) The term "limited common elements" means and includes only those common elements, such as (A) the windows, door and doorways furnishing access between each unit and the common elements, (B) the patios and balconies adjacent to the units, and the wall lamps and electrical outlets appurtenant to said patios and balconies, (C) the closets solely accessible from said patios and balconies, and (D) the electrical wires and other electrical facilities which exist for the exclusive use of any unit and which are located between said unit and the outside meter that measures the flow of electricity to said unit, identified herein, or in the condominium plat, as reserved for the exclusive use of one or more, but less than all, of the unit owners.

(h) Developer. Developer means and includes only Satyr Green Corporation, its successors, and any assignee to whom the Developer specifically assigns in writing its rights under this Declaration.

(i) Unit Owner. Unit owner means any person, firm, corporation, trust or other legal entity, or any combination thereof, holding legal title to a condominium unit, and, without regard to the number or gender thereof, is referred to by the singular pronoun of the masculine gender. However, no mortgagee, as such, shall be deemed a unit owner. If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, holds the legal title to any one unit, whether in a real property tenancy, partnership relationship, or otherwise, all of same shall be deemed a single unit owner and a single member of the Association by virtue of ownership of such unit. If any single membership in the council of unit owners is comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the member as the several constituents may mutually determine, provided, however, that in the absence of such a determination, (i) each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the unit or units held by the member, and (ii) if only one votes, he, she or it may cast the entire vote of the member and such act shall bind all. In no event may such constituents cast, in the aggregate, more than the number of votes appurtenant to the units owned by the member.

(j) Council of Unit Owners. Council of unit owners means the incorporated or unincorporated legal entity that is comprised of all unit owners, and is charged with the government and administration of the affairs of the condominium.

(k) Percentage Interest Factor. Percentage interest factor means and refers to the proportionate interest of each unit owner in the common elements and in the common profits and



expenses, expressed as a fraction, the percentage interest in the common elements and the percentage interest in the common profits and expenses being identical. The particular percentage interest factor of each unit owner, referred to in this Declaration as "such unit owner's percentage interest factor", or "his percentage interest factor", equals the percentage interest factor of the unit owned by the unit owner, as specified in Article III hereof.

(l) Mortgage, Mortgagee and Eligible Mortgagee.

(i) Mortgage shall mean and include a mortgage, deed of trust and other conveyance in the nature of a mortgage.

(ii) Mortgagee shall mean and include the holder of any recorded mortgage, the beneficiary of any recorded deed of trust, or the grantee (including personal representatives, successors and assigns of such grantee) named in any recorded conveyance in the nature of a mortgage, encumbering one or more units.

(iii) Eligible mortgagee shall mean and include each mortgagee who (A) holds a first mortgage on a unit and (B) is eligible to receive the notices and information provided by Section 2(a) of Article XVII of the Bylaws.

(m) Common Expense or Common Expenses. Common expense or common expenses means and includes the expenses of the council of unit owners, including particularly, but not by way of limitation, the following: the cost and expense of administration, operation, care, maintenance, repair or replacement of the common elements; payment into a reserve or repair and replacement fund established for the foregoing; premiums on any policy of insurance, indemnity or bond required to be procured or maintained under the Declaration or Bylaws, or deemed necessary or advisable by the council of unit owners or board of directors; compensation for accountants, attorneys, engineers, financial experts, superintendents, managers, and such other employees and agents as may be deemed necessary or advisable for the operation of the condominium project; all other costs and expenses declared to be a common expense by any provision of the Condominium Act, or the Declaration or Bylaws, or by the council of unit owners or board of directors; and all sums properly assessed against the unit owners by the council of unit owners or board of directors.

(n) Manager. Manager means and includes the person, firm or corporation from time to time employed by the council of unit owners or the board of directors to administer or supervise the condominium project. If there be no person, firm or corporation employed by the council of unit owners or board of directors to administer or supervise the project, then the board of directors



shall be deemed the manager. However, if there be no board of directors elected by the unit owners, then the council of unit owners shall be deemed the manager. Manager is referred to in this Declaration, without regard to the number or sex thereof, or of those comprising same, by the singular pronoun of the neuter gender.

(o) Declaration and Bylaws. Declaration means and refers to this Declaration, as same may, from time to time, be amended; and Bylaws means and refers to the Bylaws annexed to this Declaration, as said Bylaws may, from time to time, be amended.

(p) Stage 1 Of The Condominium, Stage 1 Property, Stage 1. Stage 1 of the condominium, Stage 1 property or Stage 1 means and includes Parcel 1 and the buildings located thereon, together with all structures, fixtures and other improvements erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, including, without limitation, the rights, easements and rights of way set forth in Paragraph (b) of Article I of this Declaration.

(q) Satyr Green Development Area. Satyr Green development area means and includes the area consisting of Parcel 1, Parcel 2, and Parcel 3, all as shown on Sheet 1 of the condominium plat.

(r) Subsequent Stage. Subsequent stage means and includes each of two (2) potential stages of the condominium identified in Article VIII hereof as Stage 2 and Stage 3, respectively.

(s) Subdivision Plat. Subdivision plat means and includes the plat entitled "Plat of Lowell's Glen", recorded among the Land Records of Baltimore County in Plat Book EHKJr. No. 55, folio 54.

## ARTICLE II

### CREATION OF CONDOMINIUM REGIME

(a) The Developer subjects the Stage 1 property to the regime established by the Condominium Act and establishes a condominium regime therefor to be known as "Satyr Green Garden Condominium" to the end and intent that: in each unit owner shall vest the exclusive fee simple ownership of his unit and, as set forth in Article IV hereof, an undivided fee simple interest in the common elements, and each condominium unit, together with the undivided interest in the common elements appurtenant thereto, may be purchased, leased, optioned or otherwise acquired, held, developed, improved, mortgaged, sold, exchanged, rented, conveyed, devised, inherited, or in any



manner encumbered, dealt with, disposed of or transferred as fee simple real estate, all as fully, and to the same extent, as though each unit were entirely independent of all other units and of the building in which such unit is located and constituted a single, independent, fee simple, improved lot or parcel of ground.

(b) A condominium unit may be held or owned by more than one person, firm or corporation, as joint tenants, tenants in common, or in any other real property tenancy relationship recognized under the laws of the State of Maryland, including, in the case of husband and wife, tenants by the entirety.

### ARTICLE III

#### CONDOMINIUM UNITS

(a) The Stage 1 property is hereby subdivided into a total of thirty-two (32) condominium units. Each unit shall be designated by the combination unit number and street address specified therefor on the condominium plat, as follows:

Units A,B,C,D,E,F,G,H,I,J,K,L, 2217 Lowell's Glen Road  
Units A,B,C,D,E,F,G,H, 2218 Lowell's Glen Road  
Units A,B,C,D,E,F,G,H,I,J,K,L, 2219 Lowell's Glen Road

(b) The owner of each unit shall own an undivided percentage interest in the common elements and a percentage interest in the common profits and expenses of the council of unit owners. The percentage interest factor appurtenant to each of the units, identical for the percentage interest in the common elements and the percentage interest in the common profits and expenses, is a fraction, the numerator of which is one, and the denominator of which is the number of units then contained within the condominium, except that the percentage interest factor appurtenant to each "double unit" (as described in subparagraph (f)(3) of Article I of this Declaration), identical for the percentage interest in the common elements and the percentage in the common profits and expenses, is a fraction, the numerator of which is two, and the denominator of which is the number of units then contained within the condominium. For the purpose of determining the denominator of each fraction set forth in this Paragraph (b), each double unit contained within the condominium from time to time shall be counted as two units. The percentage interest factor currently appurtenant to each unit included within the condominium is one/thirty second.

(c) The number of votes at meetings of the council of unit owners appurtenant to each unit contained in the condominium from time to time shall be one (1) vote, except that the number



of votes appurtenant to each double unit shall be two (2) votes. Neither the percentage interest factor nor voting rights shall be separated from the unit to which they appertain. Accordingly, any instrument, matter, circumstance, action, occurrence, or proceeding in any manner affecting a condominium unit shall also affect, in like manner, the percentage interest factor and voting rights appurtenant to the unit.

(d) Except as otherwise required by the Condominium Act and except as otherwise provided by this Article III with respect to the consolidation of two units or the subdivision of a double unit, or by Article VIII of this Declaration with respect to the expansion of the condominium by the Developer, neither the percentage interest factor nor the voting rights appurtenant to any unit shall be changed without the written consent of all the unit owners and mortgagees. Any change in such percentage interests or voting rights shall be evidenced by an amendment to this Declaration recorded among the Land Records of Baltimore County, Maryland.

(e) Each condominium unit is a freehold estate. No condominium unit, other than a double unit, shall be subdivided into two or more units, nor shall any part of a unit be sold, leased, mortgaged, rented, conveyed, devised, or in any manner encumbered, disposed of or transferred; and, except with respect to the subdivision of a double unit into two units, each condominium unit shall forever contain the minimum area shown therefor on the aforesaid condominium plat. Further, the conveyance or other disposition of a condominium unit by any unit owner shall be deemed to include and convey the entire undivided interest of the unit owner in the common elements, general and limited, together with all rights and easements appertaining to his unit without specific or particular reference to such undivided interest in the common elements or the appurtenances to the condominium unit.

(f) The owner of any two (2) horizontally adjacent units which share a common hallway shall have the right to consolidate said units into a "double unit", and any owner of a double unit shall have the right to subdivide said double unit into two units, each of which resulting units shall have a floor area of not less than seven hundred (700) square feet; provided, however, that no unit owner, except the Developer, shall, for the purpose of effecting said consolidation or subdivision, make any structural addition, alteration or improvement to any such unit(s) or to the limited common elements appurtenant thereto, or any non-structural addition, alteration, improvement or decoration to any limited common element appurtenant to said unit(s) or to any general common element, unless and until plans and specifications, in duplicate, showing the nature, kind, shape, height, color, materials, location and approximate cost of such addition, alteration, improvement or decoration shall



have been submitted to and approved in writing by the board of directors, which shall have the right to refuse for good cause to approve any such plans or specifications it deems unsuitable or undesirable, whether based on aesthetic or other reasons. If the board of directors fails to deny a request within sixty (60) days after receipt of two complete sets of plans and specifications, such request shall be deemed approved. The board of directors may delegate its authority under this paragraph to an architectural committee appointed by the board of directors.

(g) If two units are consolidated or a double unit is subdivided, then prior to the commencement of any such addition, alteration, improvement or decoration, and in the case of any unit owner other than the Developer, after the plans and specifications therefor are approved or are deemed to be approved, as provided above, the unit owner and the council of unit owners shall amend the Declaration and condominium plat to reflect such consolidation or subdivision in accordance with the applicable provisions of the Condominium Act.

(h) Upon the subdivision of a double unit, the percentage interest factor appurtenant to each of the resulting units, identical for the percentage interest in the common elements and the percentage interest in the common profits and expenses, shall equal one-half (1/2) of the percentage interest factor appurtenant to the double unit immediately prior to such subdivision, and the number of votes at meetings of the council of unit owners appurtenant to each of the resulting units shall equal one vote.

#### ARTICLE IV

##### COMMON ELEMENTS AND COMMON EXPENSES

(a) The fee simple title to the common elements is vested in the unit owners, each unit owner having the proportionate undivided interest therein equal to his percentage interest factor. No percentage interest in the common elements shall be separated from the unit to which such percentage interest appertains. Further, the common elements shall remain undivided, and except as provided in Section 11-123 of the Act (or any successor section pertaining to termination of the condominium), no unit owner or group of unit owners, or anyone claiming by, through or under him or them, shall bring any action for the partition or division of the co-ownership of the common elements. Except as otherwise expressly provided in Article V hereof, each unit owner may use the common elements for the purposes for which intended, without, however, hindering or encroaching upon the right of the other unit owners likewise to use the same.



(b) The council of unit owners, board of directors and manager, if any, employed by said board or by the council of unit owners, for themselves, their agents, servants, employees and contractors, shall have the irrevocable right and a perpetual easement to enter any unit, or upon any limited common element appurtenant to any unit, for the purpose of performing any cleaning, maintenance, repair or replacement which the council of unit owners is obligated or entitled to perform, and any inspection related thereto, whether said cleaning, maintenance, repair, replacement or inspection pertains to said unit or limited common element, or to any other unit or common element accessible from the unit or limited common element so entered, whether or not the unit or common element that is the subject of such cleaning, maintenance, repair, replacement or inspection is also accessible from any other unit or common element. Except in cases involving manifest danger to public safety or property, the council of unit owners, board of directors or manager shall make a reasonable effort to give notice to the unit owner who owns the unit, or has the right to use the limited common element, that is to be entered for the purpose of such cleaning, maintenance, repair, replacement or inspection. If damage is inflicted upon any unit or common element as a result of such entry, the party making such entry shall be responsible for the prompt repair of such damage.

(c) Each unit owner, in proportion to his percentage interest factor, shall contribute toward payment of the common expenses and no unit owner shall be exempt from contributing toward said common expenses, either by waiver of the use or enjoyment of the common elements, or any thereof, or by the abandonment of his condominium unit. The contribution of each unit owner toward common expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the Bylaws, and each unit owner shall be liable for all common expenses levied and assessed against him or his unit, and each installment thereof, falling due while he is the owner of the unit.

(d) Any assessment of common expenses, until paid, together with interest thereon, late charges, actual costs of collection, and reasonable attorney's fees shall constitute a lien on the unit, on or against which levied and assessed, effective from and after the recordation of a statement of (condominium) lien in the manner and form prescribed by the Bylaws, or as otherwise required by law. Such lien shall have preference over any other assessment, lien, judgment, or charge of whatever nature except: (i) general and special assessments for real estate taxes on the condominium unit; and (ii) any mortgage covering the condominium unit, duly recorded prior to the recordation of said statement of (condominium) lien, or duly recorded on said unit after receipt from the board of directors or the manager employed thereby, or by the council of unit owners, of a written



statement acknowledging that payments on the lien for common expenses are current as of the date of recordation of the mortgage.

ARTICLE V

LIMITED COMMON ELEMENTS

(a) The following limited common elements shall be appurtenant to the units in Stage 1:

(i) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy the windows, doors and doorways furnishing access between his unit and the common elements, including the casings, seals, glass and screens of such windows and doors.

(ii) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy each patio or balcony adjacent to his unit, and the wall lamp and electrical outlet attached to the exterior surface of the exterior wall separating said patio or balcony from the interior of his unit, as shown on the aforesaid electrical drawings.

(iii) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy each closet solely accessible from a patio or balcony appurtenant to his unit.

(iv) The owner of each unit, to the exclusion of the owners of all other units, has the exclusive right to use and enjoy all electrical wires and other electrical facilities that exist for the exclusive use of his unit and are located between his unit and the outside meter that measures the flow of electricity to his unit.

(b) The limited common elements shall also include those common elements, if any, in a subsequent stage that the Developer may designate as limited common elements in any Declaration amendment or condominium plat amendment adding such subsequent stage to the condominium.

ARTICLE VI

CONDOMINIUM UNITS AND COMMON ELEMENTS

(a) The existing physical boundaries of each unit constructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of variations between existing physical boundaries of the unit



and physical boundaries described in the Declaration or those boundaries shown on the condominium plat. However, if any common element, or any part thereof, now or at any time hereafter, encroaches upon any unit, or any unit encroaches upon any common element, or any other unit, whether such encroachment is attributable to or results from construction, settlement, shifting of the building, any fully authorized reconstruction designed to remedy, repair or restore any damage or destruction from fire or other casualty, or from condemnation or eminent domain proceedings, or any other reason whatsoever beyond the control of the council of unit owners and any unit owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the council of unit owners or for the unit owner, their respective heirs, personal representatives, successors and assigns, to provide for the encroachment and nondisturbance of the common element, or the unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment wherever found. Additionally, and in all events, an easement for mutual support shall exist in the units and common elements.

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

## ARTICLE VII

### AUTHORITY FOR GRANT OF SPECIFIC EASEMENTS

The council of unit owners shall have the right, power and authority to grant any easement, right-of-way, license, lease or similar interest affecting the common elements of the condominium, to the extent permitted by the Bylaws and the Condominium Act, if the grant is approved by the affirmative vote of unit owners having at least sixty-six and two-thirds percent (66 2/3%) of the total number of votes appurtenant to all units, and with the express written consent of the mortgagees holding an interest in the units whose owners vote affirmatively, provided that if the grant affects any limited common element, such grant shall also require the express written consent of all unit owners having the right to use such limited common element, and of all mortgagees holding an interest in the units to which such limited common element is appurtenant. Any easement, right-of-way, license, lease or similar interest granted by the council of unit owners pursuant to this Article VII shall state that the grant was approved (a) by unit owners having at least sixty-six and two thirds percent



(66 2/3%) of the votes, and by the corresponding mortgagees, and (b) if appropriate, by all unit owners having the right to use any limited common element affected by the easement, and by the corresponding mortgagees.

ARTICLE VIII

AUTHORITY FOR EXPANSION OF THE CONDOMINIUM

(a) The Developer hereby expressly reserves, for a period of seven (7) years from and after the date upon which the condominium is created, the right to expand and add to the condominium by subjecting to the condominium regime the real property described as follows:

Stage 2 Of The Condominium

The Developer may add to the condominium the land and buildings shown generally as "Reserved for Expansion of Condominium as Stage 2" on Sheet 1 of the condominium plat, and herein called "Stage 2 of the condominium", "Stage 2 property" or "Stage 2", consisting of:

Land. The land to be included in Stage 2 of the condominium is all that parcel of ground, located in the Ninth Election District of Baltimore County, in the State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a point located at the intersection of the South 63 degrees 52 minutes 44 seconds East 207.74 feet line of Lot 1 and the east side of a future 60 foot Right-of-Way of Satyr Hill Road as shown on the Plat of Lowell's Glen recorded among the Land Records of Baltimore County in Plat Book EHKJr. 55 folio 54, South 63 degrees 52 minutes 44 seconds East 175.00 feet to the point of beginning, thence and for the line of Stage 2 Parcel 2 the following nine courses and distances, viz: 1) North 54 degrees 38 minutes East 279.80 feet; 2) North 70 degrees 19 minutes 20 seconds East 92.61 feet; 3) South 19 degrees 40 minutes 40 seconds East 119.58 feet; 4) South 70 degrees 19 minutes 20 seconds West 99.76 feet; 5) North 89 degrees 39 minutes 6 seconds West 87.61 feet; 6) with a line curving to the right and having a radius of 150 feet for a distance of 57.66 feet (the arc of which is subtended by a chord bearing South 11 degrees 21 minutes 35 seconds West 57.30 feet); 7) South 22 degrees 22 minutes 16 seconds West 206.30 feet; 8) North 63 degrees 52 minutes 44 seconds West 135.53 feet; 9) North 14 degrees 58 minutes 40 seconds East 144.73 feet to the place of beginning. Containing 1.27256 acres of land, more or less.



BEING the parcel shown and designated as "Reserved for Expansion of Condominium as Stage 2" on Sheet 1 of the condominium plat. Said parcel is herein called "Parcel 2" and is part of all that land shown and designated as Lot 3 on a Plat entitled "Plat of Lowell's Glen", which Plat is recorded among the Land Records of Baltimore County in Plat Book EHKJr, No. 55, folio 54.

Buildings. The buildings to be included in Stage 2 of the condominium shall consist of up to two (2) residential structures, containing a total of up to twenty (20) units, which structures shall be located on Parcel 2 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

### Stage 3 Of The Condominium

The Developer may add to the condominium the land and buildings shown generally as "Reserved for Expansion of Condominium as Stage 3" on Sheet 1 of the condominium plat, and herein called "Stage 3 of the condominium", "Stage 3 property" or "Stage 3", consisting of:

Land. The land to be included in Stage 3 of the condominium is all that parcel of ground, located in the Ninth Election District of Baltimore County, in the State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME at a point located at the intersection of the North 63 degrees 52 minutes 44 seconds West 532.87 feet line of Lots 1 and 3 and the west side of a 60 foot Right-of-Way of Lowell Ridge Road as shown on the Plat of Lowell's Glen recorded among the Land Records of Baltimore County in Plat Book EHKJr. 55 folio 54, thence and for the lines of Stage 3 Parcel 3 the following ten courses and distances, viz: 1) North 63 degrees 52 minutes 44 seconds West 188.59 feet; 2) North 22 degrees 22 minutes 16 seconds East 206.30 feet; 3) with a line curving to the left and having a radius of 150 feet for a distance of 57.86 feet (the arc of which is subtended by a chord bearing North 11 degrees 21 minutes 35 seconds East 57.30 feet); 4) South 89 degrees 39 minutes 6 seconds East 87.61 feet; 5) North 70 degrees 19 minutes 20 seconds East 99.75 feet; 6) South 19 degrees 40 minutes 40 seconds East 111.28 feet; 7) South 26 degrees 15 minutes 20 seconds West 73.70 feet; 8) with a line curving to the left and having a radius of 360 feet for a distance of 85.05 feet (the arc of which is subtended by a chord bearing South 33 degrees 1 minute 25 seconds West 84.85 feet); 9) South 26 degrees 15 minutes 20 seconds West 112.71 feet; 10) with a line curving to the right having a radius of 300 feet for a distance of 22.68 feet (the arc of which is subtended by a chord bearing South 28 degrees 25



minutes 16 seconds West 22.67 feet) to the place of beginning, Containing 1.49192 acres of land, more or less.

BEING the parcel shown and designated as "Reserved for Expansion of Condominium as Stage 3" on Sheet 1 of the condominium plat. Said parcel is herein called "Parcel 3" and is part of all that land shown and designated as Lot 3 on a Plat entitled "Plat of Lowell's Glen", which Plat is recorded among the Land Records of Baltimore County in Plat Book EHKJr. No. 55, folio 54.

Buildings. The buildings to be included in Stage 3 of the condominium shall consist of up to two (2) residential structures, containing a total of up to twenty-four (24) units, which structures shall be located on Parcel 3 approximately as shown on Sheet 1 of the condominium plat, except as otherwise provided in Paragraph (c) of this Article VIII.

(b) In addition to the above specified land and buildings, the property to be subjected to the condominium as part of each subsequent stage includes all structures, fixtures and other improvements erected upon or within the land and buildings contained within said stage, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining. Each subsequent stage may be added to the condominium subject to the rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements mentioned in Paragraphs (b) and (d) of Article I of this Declaration, and to such other rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements deemed necessary or advisable in the opinion of the Developer to facilitate the orderly development, or the construction, operation and maintenance, of the condominium or the remaining property of the Developer, whether or not located within any subsequent stage, or the convenience or services of the council of unit owners; and, in particular, but not in limitation of the foregoing, the Developer shall have the right to reserve, at or prior to the time each subsequent stage is added to the condominium, such easements and rights-of-way on, over, under and across such subsequent stage as are deemed appropriate by the Developer for (i) vehicular and pedestrian access between (A) the remaining property of the Developer, whether or not included within any subsequent stage, and (B) any public road or other property which borders upon the condominium, (ii) vehicular parking for the benefit of any remaining property of the Developer, whether or not included within any subsequent stage, and (iii) the construction, installation, maintenance (including, but not limited to, inspection, cleaning, repair and replacement), and operation of electric, gas, telephone, cable TV, water, sanitary sewer and storm water drainage lines, mains, facilities and installations deemed appropriate by the Developer to serve any remaining property of the Developer, whether or not included



within any subsequent stage. Each such right, right-of-way, covenant, condition, restriction, setback and easement shall run with and bind the common elements and each unit contained in the condominium, and all owners and occupants of such units, and their respective heirs, personal representatives, successors and assigns, forever, unless the recorded document establishing such right, right-of-way, covenant, condition, restriction, setback or easement specifically provides otherwise.

(c) Subject to the limitations of Paragraph (d) of this Article VIII:

(i) all buildings and other improvements included in each subsequent stage shall be constructed in accordance with such architectural and other drawings as the Developer, in its discretion, shall deem appropriate;

(ii) the location of the buildings and other improvements shown on Sheet 1 of the condominium plat as being located within each of the subsequent stages may be changed to the extent deemed necessary or advisable in the opinion of the Developer to enhance the appearance, or facilitate the construction, operation or maintenance, of the Property added to the condominium;

(iii) in addition to the land and buildings set forth in Paragraph (a) of this Article VIII, and the common elements which are shown as being located within such subsequent stage on the applicable sheet of the condominium Plat, each subsequent stage may contain common elements of the kind set forth in Paragraph (g) of Article I hereof, and such other common elements as the Developer may deem appropriate to enhance the appearance, or facilitate the operation and maintenance, of the condominium, or to otherwise benefit the unit owners;

(iv) the Developer is not required to add any subsequent stage to the condominium, and the subsequent stage or stages, if any, which are added to the condominium may be added in any sequence chosen by the Developer;

(v) each subsequent stage may contain any number of units up to, but not in excess of, the maximum number of units established therefor in Paragraph (a) of this Article VIII; and

(vi) any subsequent stage which is not added to the condominium may be developed in any manner and to any density deemed appropriate by the Developer, its successors and assigns, subject to all applicable laws.

(d) All improvements that are added by the Developer to the condominium as part of any subsequent stage shall be substantially complete prior to the addition of such subsequent



stage to the condominium, and shall be consistent with comparable improvements, if any, installed by the Developer in Stage 1 of the condominium in terms of quality of construction.

(e) Immediately upon the addition of any subsequent stage to the condominium, (i) the percentage interests in the common elements and common expenses of the owner of each unit contained within the condominium immediately prior to such expansion shall be reduced in accordance with the formula(s) set forth in Article III hereof, and (ii) percentage interests in the common elements and common expenses, as determined in accordance with the formula(s) set forth in Article III hereof, shall vest in the owner of each unit contained within the subsequent stage then being added to the condominium. The owner of each unit contained within any subsequent stage that is added to the condominium shall be a member of the council of unit owners, and shall have the voting rights set forth in Article III hereof. Immediately following any such expansion, the interest of each mortgagee shall attach, by operation of law, to the new percentage interest in the common elements appurtenant to the unit on which it is a lien.

(f) Subject to the foregoing, expansion of the condominium shall be effected by the Developer (without need for the approval of any unit owner or mortgagee) by recordation among the Land Records of Baltimore County of the following: (i) an amendment to the Declaration describing the property then being added to the condominium, the new percentage interests of the unit owners and the number of votes appurtenant to each unit in the condominium as expanded; and (ii) an amendment to the condominium plat which includes the same detail and information concerning the property then being added to the condominium as was required to be shown for the property originally subjected to this condominium regime. In such Declaration amendment, the Developer may (i) identify each building included within said subsequent stage and describe the architectural, mechanical and other drawings therefor, (ii) identify, and define the boundaries of, each unit included within said subsequent stage, (iii) designate each common element included within said subsequent stage as a general common element, or as a limited common element restricted to the use of one or more, but less than all, unit owners, (iv) allocate the responsibilities for the cleaning, maintenance, repair and replacement of each such common element and unit to the council of unit owners and/or the respective unit owners, and provide to the council of unit owners and the respective unit owners such easements and rights as are deemed necessary or advisable in the opinion of the Developer to facilitate the carrying out of such responsibilities, and (v) include such other provisions as are required or permitted by the Condominium Act, this Declaration and the Bylaws.



(g) In the amendments to the Declaration and condominium plat provided for in Paragraph (f) of this Article VIII, the Developer shall have the right to designate, as a "double unit", any unit which (i) consists of an entire floor of a building, except for such general and limited common elements as are located on such floor, and (ii) is located in the subsequent stage then being added to the condominium. The percentage interest factor and voting rights appurtenant to each such double unit shall be determined as provided in Article III hereof.

(h) Notwithstanding any other provision of this Declaration, no subsequent stage shall be added to the condominium without the prior written consent of the U. S. Veterans Administration ("VA"), if, at the time of such expansion, a VA guarantee is in effect with respect to any mortgage of any unit previously incorporated into the condominium, which consent shall not be withheld if (i) such subsequent stage is built substantially in accordance with the architectural, mechanical and other drawings described in Paragraph (c) of Article I of this Declaration, and (ii) the condominium project is then in compliance with all applicable VA statutes and regulations.

#### ARTICLE IX

##### DEVELOPMENT AND MARKETING OF THE CONDOMINIUM

(a) The Developer shall have the right to use any units it may own from time to time as sales offices and model units and for such other uses as the Developer shall deem appropriate for the development and marketing of any dwelling(s) now or hereafter located within Lot 3 as shown on the plat entitled "Plat of Lowell's Glen," which plat is recorded among the Land Records of Baltimore County in Plat Book EHKJr. No. 55, Folio 54, and the Developer shall have the right to make such structural and non-structural additions, alterations, improvements and decorations to such units, to the limited common elements that the Developer, as owner of such units, has the exclusive right to use, and to the masonry party wall located between any adjoining units owned by the Developer, as the Developer shall deem appropriate to facilitate the uses hereinabove set forth.

(b) The Developer and its employees, agents and guests shall have the right to park and store in the parking spaces appurtenant to the unit(s) which it owns such commercial and non-commercial vehicles as the Developer shall deem appropriate for the development and marketing of any dwelling(s) now or hereafter located within Lot 3 as shown on the plat entitled "Plat of Lowell's Glen," which plat is recorded among the Land Records of Baltimore County in Plat Book EHKJr. No. 55, Folio



54, provided, however, that the Developer shall not unreasonably interfere with the rights of the other unit owners, if any, having the right to use such spaces.

(c) The Developer shall have the right to erect upon, maintain and remove from the unit or units it owns, the limited common elements appurtenant to said unit(s), and all general common elements, such advertising and directional signs and other materials as the Developer shall deem appropriate for the development and marketing of any dwelling(s) now or hereafter located within Lot 3 as shown on the plat entitled "Plat of Lowell's Glen," which plat is recorded among the Land Records of Baltimore County in Plat Book EHKJr. No. 55, Folio 54.

(d) All rights of the Developer pursuant to Paragraphs (a), (b), and (c) of this Article IX shall terminate upon the expiration of eight (8) years after the creation of this condominium.

(e) The Developer shall have the right and an easement to enter upon any general or limited common element and any unit for the purpose of (i) completing the construction or installation of any unit or common element, and (ii) making repairs to any unit or common element to the extent that such repairs are required pursuant to any express or implied warranty provided by the Developer or by the operation of any federal, state or local law. Such right and easement shall exist, with respect to item (i) above, until the construction or installation of all units and common elements that the Developer desires, or is obligated, to construct or install has been completed, and, with respect to item (ii) above, so long as the Developer's obligations under any such warranty shall exist.

## ARTICLE X

### GENERAL PROVISIONS

The Condominium Regime established by this Declaration shall be subject to the following:

(a) The administration of the condominium shall be governed by the Bylaws, which shall not be amended without the affirmative vote of unit owners having at least sixty-six and two-thirds percent (66 2/3%) of the total number of votes appurtenant to all units, provided that any amendment to the Bylaws involving any "material change", as said term is defined below, shall also require the affirmative vote of a majority of the eligible mortgagees (as such term is defined in Article I of this Declaration), each such eligible mortgagee to have the number of votes appurtenant to the unit or units upon which it



holds a mortgage or mortgages. The term "material change" shall include a change to any of the following:

- (i) voting rights;
- (ii) assessments, assessment liens, or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement of common areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the general or limited common areas, or rights to their use;
- (vi) boundaries of any unit;
- (vii) convertibility of units into common areas or vice versa;
- (viii) expansion or contraction of the condominium project, or the addition, annexation or withdrawal of property to or from the condominium project;
- (ix) insurance or fidelity bonds;
- (x) leasing of units;
- (xi) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (xii) a decision by the council of unit owners to establish self management when professional management had been required previously by any eligible mortgagees;
- (xiii) restoration or repair of the condominium project (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration or Bylaws; and
- (xiv) any provisions that expressly benefit mortgage holders, insurers or guarantors. A "material change" shall also include any other change judged to be material by any eligible mortgagees; provided that if a proposed amendment of the Bylaws does not involve any change described in items (i) through (xiv) above, each eligible mortgagee who fails to submit to the council of unit owners a written response to the proposed amendment within thirty (30) days after the eligible mortgagee is given written notice of the proposed amendment shall be deemed to have judged all changes resulting from the proposed



remainder of that unit, and following the taking of all of a unit, the right to vote appurtenant to the unit shall terminate, except, in each case, that if the taking specifically includes part or all of the votes appurtenant to a unit, the taking authority shall have the portion of the votes so taken, and the owner of the unit taken shall retain the portion of the votes which is not so taken. If the votes appurtenant to a unit are terminated, said votes shall not be reallocated among the remaining units. Promptly after the taking is effected, the council of unit owners shall prepare, execute and record an amendment to this Declaration reflecting the new arrangement of percentage interests and votes as above provided.

Notwithstanding any other provision of this Declaration, if at least two-thirds (2/3) of the fair market value of the property is taken under the power of eminent domain, the condominium may be terminated by the agreement of unit owners having at least eighty percent (80%) of the total number of votes appurtenant to all units, provided that no such termination shall be effected after the expiration of one year from the effective date of the taking. Upon such termination, (i) the award made in connection with the taking shall be distributed among the unit owners in the manner provided in this Paragraph (e) for the allocation of taking awards, if such award has not already been so distributed, (ii) the percentage interests and votes appurtenant to the units taken in whole or in part shall be allocated in the manner provided in this Paragraph (e) for the allocation of percentage interests and votes appurtenant to units so taken, and (iii) the owner of each unit remaining a part of the property after the taking shall own, as a tenant in common, until the property not taken is sold, an undivided interest in said property determined, to the extent permitted by law, as follows: Based upon fair market values in effect immediately prior to the termination of the regime, such undivided interest shall equal a fraction, the numerator of which is the sum of the fair market value of the portion of his unit not taken, plus the fair market value of his right to use the limited common elements appurtenant to his unit which were not taken, plus his share, based upon his percentage interest in the common elements (adjusted as above provided, if appropriate, on account of the taking), of the fair market value of the general common elements not taken, and the denominator of which is the sum of the fair market values of all units, limited common elements and general common elements not taken, provided, however, that if any unit or any general or limited common element has been damaged or destroyed by fire or other casualty prior to said termination, an estimate of the fair market value of such unit or general common element, or of the right to use such limited common element, immediately prior to such damage or destruction shall be used, and further provided that if no such estimate can reasonably be made in the opinion of the appraiser(s) with respect to any such unit or limited common



element, then each unit owner's undivided interest in the property shall equal his percentage interest in the common elements immediately prior to said termination (adjusted as above provided, if appropriate, on account of the taking).

(f) Except as otherwise provided in Paragraphs (d) and (e) of this Article X, (i) the condominium shall not be terminated without the written consent of every unit owner, and (ii) no termination implemented pursuant to item (i) of this Paragraph (f) shall take effect until an appropriate written instrument executed by all unit owners is recorded among the Land Records of Baltimore County. No termination implemented pursuant to Paragraphs (d) or (e) of this Article X shall take effect until an appropriate written instrument executed by unit owners having at least eighty percent (80%) of the total number of votes appurtenant to all units is recorded among said Land Records.

(g) Upon any termination of the condominium regime, except for a termination implemented after a taking under the power of eminent domain as provided in Paragraph (e) of this Article X, each unit owner shall own, as a tenant in common, until the property is sold, an undivided interest in the property determined, to the extent permitted by law, as follows: Based upon fair market values in effect immediately prior to the termination of the regime, such undivided interest shall equal a fraction, the numerator of which is the sum of the fair market value of his unit, plus the fair market value of his right to use the limited common elements appurtenant to his unit, plus his share, based upon his percentage interest in the common elements, of the fair market value of the general common elements, and the denominator of which is the sum of the fair market values of all units, limited common elements and general common elements, provided, however, that if any unit or any general or limited common element has been damaged or destroyed by fire or other casualty prior to said termination, an estimate of the fair market value of such unit or general common element, or of the right to use such limited common element, immediately prior to such damage or destruction shall be used, and further provided that if no such estimate can reasonably be made in the opinion of the appraiser(s) with respect to any such unit or limited common element, then each unit owner's undivided interest in the property shall equal his percentage interest in the common elements immediately prior to said termination.

(h) Upon any termination of the condominium regime:

(i) The fair market value of the units and common elements shall be determined by an independent appraiser selected by the council of unit owners. The decision of the appraiser shall be distributed to each unit owner and shall become final unless unit owners having at least twenty-five percent (25%) of the total number of votes appurtenant to all



amendment to be immaterial, and to have cast an affirmative vote with respect to the proposed amendment.

(b) Except for those matters as to which the Condominium Act permits an amendment to this Declaration or the condominium plat by the council of unit owners without a vote of its members (including, but not limited to, the consolidation of two units or the subdivision of a double unit pursuant to Article III hereof), and except as otherwise provided in Article VIII hereof with respect to the expansion of the condominium by the Developer, (i) neither this Declaration nor the condominium plat shall be amended without the written consent of every unit owner and mortgagee, and (ii) no amendment adopted pursuant to item (i) of this Paragraph (b) shall take effect until an appropriate written instrument is recorded among the Land Records of Baltimore County, which instrument shall be executed by all unit owners and mortgagees.

(c) If the unit owners decide pursuant to Section 2 of Article XI of the Bylaws not to rebuild one or more units following a fire or other casualty, but the condominium regime is not terminated, then:

(i) the percentage interests (in the common elements and common expenses) appurtenant to each damaged or destroyed unit which is not rebuilt shall be divested from the unit and reallocated among the remaining units in proportion to the percentage interests appurtenant to said remaining units immediately prior to the damage or destruction;

(ii) the votes appurtenant to each damaged or destroyed unit which is not rebuilt shall be divested from said unit and shall not be reallocated among the remaining units; and

(iii) the council of unit owners promptly shall prepare, execute and record an amendment to the Declaration reflecting the new arrangement of percentage interests and votes as above provided.

(d) Notwithstanding any other provision of this Declaration, if the condominium is destroyed or damaged to the extent of at least two-thirds ( $2/3$ ) of its then replacement cost, the condominium may be terminated by the agreement of unit owners having at least eighty percent (80%) of the total number of votes appurtenant to all units, provided that no such termination shall be effected after the expiration of one year from the date such destruction or damage occurred. Upon such termination, the property shall be sold and the net proceeds of sale and the net proceeds of insurance shall be combined into one fund, which shall be distributed among all the unit owners in accordance with their respective undivided interests in the



property as tenants in common, as determined pursuant to Paragraph (g) of this Article X.

(e) The council of unit owners shall represent the unit owners in any condemnation proceeding (for the purposes of this declaration, a condemnation includes any sale in settlement of a pending or threatened condemnation) to the extent said condemnation pertains to all or any part of the general common elements, except that each unit owner shall be entitled to assert a separate claim for the consequential damages to his unit resulting from said condemnation. Any award made in connection with the condemnation of all or any part of the condominium, including the net proceeds of any sale in settlement of a condemnation proceeding, shall be allocated among the unit owners as follows: (i) each unit owner shall be entitled to the entire award for the taking of all or part of his unit and for the consequential damages to said unit resulting from said condemnation; (ii) any award for the taking of any limited common element shall be allocated among the unit owners having the right to use said limited common element in proportion to their respective percentage interests in the common elements; and (iii) any award for the taking of general common elements shall be allocated among all unit owners in proportion to their respective percentage interests in the common elements. All such awards shall be payable to the council of unit owners, which shall distribute the amount(s) allocated to each unit owner pursuant to the preceding sentence in accordance with the priority of interests in his unit, to the end and intent that all mortgages and other liens on such unit shall first be paid out of the award allocated to such unit owner, all in the order in which same appear. The council of unit owners shall not be obligated to replace property taken, but promptly shall undertake to restore the remaining property to a safe and habitable condition. The cost of such restoration shall be a common expense. Following the taking of all or part of any unit, the percentage interests (in the common elements and common expenses) appurtenant to said unit shall be reduced in the same proportion as the amount of floor area of said unit so taken bears to the floor area of said unit immediately prior to the taking, except that if the taking specifically includes part or all of the percentage interests appurtenant to said unit, the taking authority shall have the portion of said percentage interests which is so taken, and the owner of said unit shall retain the portion of said percentage interests which is not so taken. To the extent that the total percentage interests appurtenant to a unit are reduced as above provided, rather than being split between the taking authority and the unit owner, the severed percentage interests shall be reallocated among the remaining units in proportion to the percentage interests appurtenant to such units immediately prior to the taking. Following the taking of part of a unit, the votes appurtenant to that unit shall be appurtenant to the



units disapprove such decision by written notice to the council of unit owners within thirty (30) days after said distribution. If such decision is disapproved, the unit owners submitting such notices of disapproval shall, as a group, by majority vote, select a second independent appraiser within fourteen (14) days after the council of unit owners notifies all unit owners in writing of such disapproval, and the original appraiser and the second appraiser shall select a third appraiser within seven (7) days after the selection of the second appraiser. If the owners disapproving the decision of the original appraiser fail to select an appraiser within the time specified, or if the two appraisers fail to agree upon a third appraiser within the time specified, the one or two designated appraisers, as the case may be, shall request the then Chief Judge of the Circuit Court for Baltimore County to designate an appraiser or appraisers so that there will be three (3) appraisers. A decision of the majority of the appraisers as to all fair market values required to be determined pursuant to this Article X shall be final, conclusive and binding upon all parties. Each decision submitted by one or more appraisers to the council of unit owners shall be in writing, signed by the appraiser(s) making same, and shall briefly state the grounds of each determination of fair market value. The cost of the appraiser(s) shall be allocated among the unit owners in proportion to their respective percentage interests in the common elements of the condominium.

(ii) So long as the tenancy in common exists, each unit owner and his successors in interest shall have the exclusive right to occupy the portion of the property that formerly constituted his unit, and shall retain all rights which he had immediately prior to the termination of the condominium with respect to those portions of the property that formerly constituted limited common elements.

(iii) Each unit owner's share of any proceeds, including, without limitation, sales proceeds, insurance proceeds and taking awards, distributed to the unit owners upon or in connection with the termination of the condominium shall be distributed in accordance with the priority of interests in such unit, to the end and intent that all mortgages and other liens on such unit shall first be paid out of the proceeds payable to such unit owner, all in the order in which same appear.

(i) The failure of the council of unit owners, or any unit owner, to insist in any one or more instances upon the strict performance or enforcement of any term, condition or provision of this Declaration shall not be construed as a waiver or relinquishment for the future of such right, but the same shall remain in full force and effect unless expressly waived in writing.



(j) The terms, conditions, restrictions and provisions of this Declaration, and the Bylaws, shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Declaration or the Bylaws. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one violating or attempting to violate any of such terms, conditions, restrictions or provisions, provided, however, that, except as otherwise expressly provided herein, all rights reserved by and for the benefit of the Developer under this Declaration and the Bylaws shall be exercisable and enforceable only by the Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(k) Nothing contained in this Declaration or the Bylaws shall be deemed or construed by any unit owner, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the unit owners or any of them. Further, no provisions contained in this Declaration or the Bylaws shall be deemed to create any relationship between any unit owners other than the relationship expressly created under a condominium regime, nor to confer upon a unit owner any interest in any other unit owner's condominium unit, nor to create any responsibility whatsoever on a unit owner for any debt, liability or obligation of any other unit owner.

(l) If any term, condition, restriction or provision of this Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be held to be invalid or unenforceable, the validity and enforceability of the remainder of this Declaration, or the application of such term, condition, restriction or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, restriction and provision of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

(m) In the event of any conflict among the provisions of this Declaration, the condominium plat or the Bylaws, the provisions of each shall control in the succession hereinbefore



listed in this paragraph (m), commencing with this declaration.

WITNESS the hand of the developer on the day and year first above written.

ATTEST:

SATYR GREEN CORPORATION

Thomas R. Hearn Secretary

By: [Signature] President

STATE OF MARYLAND,

OF

, TO WIT:

I HEREBY CERTIFY, that on this 5<sup>th</sup> day of May, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas R. Hearn, Jr. President of Satyr Green Corporation, a Maryland body corporate, and he acknowledged the foregoing declaration to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Charles W. Nelson  
Notary Public

My Commission expires:

July 1, 1990

I hereby affirm under penalty of perjury that the notice requirements of Section 11-102.1 of the Condominium Act, if applicable, have been fulfilled.

Hilton R. Smith, Jr., Esq.  
NOTESON, MUELLER, MILMAN & REID  
ATTORNEYS AT LAW  
SUITE 400  
100 WEST MONROE AVENUE  
TOWSON, MARYLAND 21204-3001

SATYR GREEN CORPORATION

By: [Signature] President

[Signature]  
NOTARY PUBLIC  
JULY 1, 1990



**RULES FOR INSTALLATION OF ANTENNAE****SATYR GREEN GARDEN CONDOMINIUM**

EXPLANATORY STATEMENT: The original recorded covenants dated May 5, 1987 for SATYR GREEN GARDEN CONDOMINIUM, a Maryland condominium located entirely within Baltimore County, Maryland and formed and existing pursuant to title 11 Maryland Real Property Code Annotated, were recorded among the Land Records of Baltimore County, Maryland in Book 7513, pages 093 *et seq.* (Declaration and Bylaws of SATYR GREEN GARDEN CONDOMINIUM). Said covenants provide authority to the Board of Directors to adopt rules and regulations from time to time governing the use of the common elements and the conduct of residents upon said common elements. The Board of Directors of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM by the affirmative vote of a majority of Board members has duly adopted in accordance with any and all applicable federal, state and local laws and ordinances and in accordance with the requirement of the recorded covenants as amended from time to time, the following Rules for Installation of Antennae as hereinafter provided.

NOW THEREFORE as of the 11<sup>th</sup> day of November, 2002, as represented by its attorneys, Kathleen M. Elmore and Elmore & Associates, P.A., the said following Rules for Installation of Antennae adopted September 9, 2002, is effective and published to all owners, and intended to be recorded among the Land Records as follows:

Clerk: please return recorded document to:

Kathleen M. Elmore, Esquire  
Elmore & Associates, P.A.  
5 Riggs Avenue  
Severna Park, Maryland 21146  
410 544 6644



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**RULES FOR INSTALLATION OF ANTENNAE**  
**SATYR GREEN GARDEN CONDOMINIUM**

**I. Preamble**

These rules are adopted by the Board of Directors of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM, on the 9th day of September, 2002.

**Recitals**

WHEREAS, the Board of Directors of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM ("the Association") is responsible for governance and maintenance of the SATYR GREEN GARDEN CONDOMINIUM ("the Community"); and

WHEREAS, the Association exists pursuant to applicable state law and governing documents; and

WHEREAS, the Board of Directors of the Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Community, pursuant to state law (Section 11-111 of the Maryland Condominium Act<sup>1</sup>) (hereinafter "the Act") and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996 and as amended preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multichannel multipoint distribution service antennae ("antennae"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennae in the best interests of the Community and consistent with the FCC rules with regard to installation of antennae.

NOW THEREFORE, the Association after compliance with the provisions of Section 11-111 of the Act adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Antennae Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

**II. Definitions**

<sup>1</sup> Title 11, Maryland Real Prop. Code Ann.



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- A. Antenna - any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multichannel multipoint distribution service (MMDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- B. Mast - Structure to which an antenna is attached that raises the antenna height.
- C. Transmission-only antenna - any antenna used solely to transmit radio, television, cellular or other signals.
- D. Owner - any unit owner in the Association. For the purpose of this rule only, "owner" includes a tenant who has permission of the unit owner/landlord to install antennae.
- E. Telecommunications signal - signals received by DBS, television broadcast, and MMDS antennae.

### III. Installation Rules

- A. Antenna Size and Type
  - 1. DBS antennae that are one meter or less in diameter may be installed. Antennae larger than one meter are prohibited.
  - 2. MMDS antennae one meter or less in diameter may be installed. MMDS antennae larger than one meter are prohibited.
  - 3. Installation of transmission-only antennae are prohibited unless approved by the Board of Directors.
  - 4. All antennae not allowed by the FCC rules are prohibited.
- B. Location
  - 1. Antennae shall be installed solely on individually-owned or property under the exclusive control of the unit owner as designated on the recorded deed and plat.
  - 2. If acceptable quality signals may be received by placing antennae inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.
  - 3. Antennae shall not encroach upon General Common Elements or any other owner's property.
  - 4. Antennae shall be located in a place shielded from view from the street or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. This section does not permit installation on General Common Element property, even if an acceptable quality signal may not be received from an individually-owned unit or the Limited Common Element.



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## C. Installation

1. Antennae shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
2. All installations shall be completed so that they do not damage the Common Elements of the Association or the unit of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings or Common Elements.
3. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
  - a. Place (or replace), repair, maintain, and move or remove antennae;
  - b. Repair damages to the Common Element property, other units, and any other property damaged by antenna installation, maintenance or use;
  - c. Pay medical expenses incurred by persons injured by antenna maintenance, or use or as a result of installation of the antenna;
  - d. Reimburse owners, residents or the Association for damages caused by antenna installation, maintenance, or use.
4. Antennae must be secured so as not to jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near the antennae, including damage from wind velocity based upon a unique location.

## D. Maintenance

1. Owners shall not permit their antennae to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for antenna maintenance and repair.
3. Owners shall be responsible for repainting or replacement if the exterior surface of antennae deteriorates.
4. Owners agree to remove antennae and restore the area upon transfer of the property, unless the transferee expressly agrees in writing to maintain the antennae pursuant to community standards, such written agreement to be for the benefit of the Community and forwarded to the Board of Directors.

## E. Safety

1. Antennae shall be installed and secured in a manner that complies with all applicable county and state laws and regulations, and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. Unless the above-cited laws and regulations require a greater separation, antennae shall be placed a safe distance from power lines (above-ground or buried) and in no event shall antennae be placed where they may come into contact with electrical power lines. This purpose of the requirement is to prevent injury or damage resulting from contact with power lines.
3. All installations must comply with all applicable codes.



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4. In order to prevent electrical and fire damage, antennae shall be properly and effectively grounded.
5. Antennae are required to withstand winds of 75 mph, and shall be designed to withstand the pressure of snow and ice.

IV. Antenna Camouflaging

- A. Antennae or masts may not extend beyond a railing or patio (Limited Common Element), and no antennae may be attached to a railing.
- B. Antennae situated on the ground and visible from the street or from other units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennae to be screened by new landscaping, potted plants, or other screening of reasonable cost.
- C. Antennae, masts, and any visible wiring must be painted to match the color of the structure to which it is installed. *(Some manufacturers assert that painting may prevent the receipt of an acceptable quality signal. Association residents are advised to make sure that paint will not degrade the signal.)*
- D. Antennae may not obstruct a driver's view of an intersection or street.

V. Number of Antennae

No more than one antenna of each provider may be installed by an owner.

VI. Association Maintenance of Locations Upon Which Antennae are Installed

- A. If antennae are installed on property for which the Association has maintenance responsibility, owners retain responsibility for antenna maintenance and owners must bear the cost of any increased cost in maintenance to the area concerned. Owners must not install antennae in a manner that will result in increased maintenance costs for the Association or for other residents. If increased cost or damage occurs, owners are responsible for these costs. The Association may cause these areas to be maintained at that owner's expense.
- B. If maintenance by the Association requires antenna removal, the Association shall provide owners with not less than ten (10) days written notice mailed to the owner at the address listed in the Association's records. Owners shall be responsible for removing antennae before maintenance begins. If owners do not remove antennae by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to antennae.
- C. If emergency maintenance by the Association is required, the Association shall attempt to provide notice to the owner prior to such emergency service. If owners do not remove antennae by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to antennae.

VII. Notification Process

- A. Any owner desiring to install an antenna must complete a notification form as attached hereto as Exhibit A and submit it to the Board of Directors c/o the Association



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office. If the installation is routine (conforms to all of the above rules and restrictions), the installation may begin immediately.

B. If the installation is other than routine for any reason, owners and the Board must establish a mutually convenient time to meet to discuss installation methods.

VIII. Installation by Tenants

Tenants may install antennae in accordance with these rules with permission of the unit owner/landlord.

IX. Enforcement

A. If there rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time as provided in notice from the Association, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in the enforcement of this policy.

B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

X. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

Adopted pursuant to the provisions of Section 11-111 of the Act on 9/9, 2002,  
by the Board of Directors of SATYR GREEN GARDEN CONDOMINIUM

Janet P. Tallm  
President

WITNESS:

Mary A Kohler  
Secretary

Published to the Owners on November 11, 2002.



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**SATYR GREEN GARDEN CONDOMINIUM**

**EXHIBIT A**

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**Notice of Antenna Installation  
on Individually-Owned or Exclusive-Use Area**

Unit Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

If rented, tenant's name (*Attach copy of owner's written permission*): \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Type of Antenna: \_\_\_\_\_

Direct broadcast satellite \_\_\_\_\_ 18-inch \_\_\_\_\_ other \_\_\_\_\_ size \_\_\_\_\_

Television broadcast \_\_\_\_\_

Multichannel Multipoint distribution service \_\_\_\_\_ size \_\_\_\_\_

Company Which Performed Installation: \_\_\_\_\_

Identify Installation Location:    Patio ☐    Rear Deck ☐    Balcony ☐  
   Other ☐    Indicate "other": \_\_\_\_\_

Date Installation performed: \_\_\_\_\_

Please indicate the method of installation.

**Will the installation be in compliance with all association guidelines (which include manufacturers' guidelines and applicable building codes)?**    Yes ☐    No ☐

If no, please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for nonroutine installation. (A list of preferable days and times is attached.)

I/we hereby agree to comply with all of the Association's rules for installing, maintaining, and using antennae. I/we assume liability for any damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use and agree to remove antennae and restore the area upon transfer of the property, unless the transferee expressly agrees in writing to maintain the antennae pursuant to community standards, such written agreement to be for the benefit of the community and forwarded to the Board of Directors at time of settlement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



1588j:3  
MRS:ejh  
11/30/87

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FIRST AMENDMENT TO DECLARATION  
ESTABLISHING  
SATYR GREEN GARDEN CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION is made this 30 day  
of November, 1987, by SATYR GREEN CORPORATION, a Maryland  
corporation (the "Developer").

INTRODUCTORY STATEMENT

By Declaration dated May 5, 1987, and recorded among the Land  
Records of Baltimore County, Maryland, in Liber SM, No. 7513,  
Folio 93, et seq. (the "Original Declaration"), and by the  
Condominium Plat dated April 28, 1987, and recorded among the Land  
Records of Baltimore County in Condominium Plat Book SM No. 10,  
Folio 93, et seq. (the "Original Condominium Plat"), the Developer  
subjected the Stage 1 property (as described in the Original  
Declaration and shown on the Original Condominium Plat) to a  
condominium regime known as "Satyr Green Garden Condominium,"  
expressly reserving for and unto itself, its successors and any  
assignee to whom the Developer specifically assigns such rights in  
writing, the right to expand and add to the condominium by  
subjecting one or more "Subsequent Stages," as that term is  
defined in the Original Declaration, to the condominium regime,  
all as more fully set forth in Article VIII of the Original  
Declaration.

The Developer now desires to add Stage 2 (as more fully  
described in Article VIII of the Original Declaration and as more  
fully described in Article I of this First Amendment to  
Declaration) to the condominium.

In conjunction with this First Amendment to Declaration, the  
Developer has recorded among the Land Records of Baltimore County  
in Condominium Plat Book SM No. ~~33~~ 10 Folio ~~93~~ 114 et seq. an  
amendment to the Original Condominium Plat. Said plat amendment,  
prepared by Kenneth J. Wells, Inc., Land Surveyors,  
dated Nov. 30, 1987, and entitled "First Amendment to the  
Condominium Plat, Satyr Green Garden Condominium," is comprised of  
the following three (3) sheets: Sheet 1 (Stage 2, Parcel #2),  
Sheet 2 (Floor and Elevation Plan #2212 Lowell's Glen Road), and  
Sheet 3 (Floor and Elevation Plan #2215 Lowell's Glen Road). Said  
plat amendment is herein called the "First Amendment to  
Condominium Plat."

The term "Declaration," as defined in the Original  
Declaration, is hereby redefined to mean and include the Original  
Declaration as amended by this First Amendment to Declaration.  
The term "Condominium Plat," as defined in the Original  
Declaration, is hereby redefined to mean and include the Original  
Condominium Plat as amended by the First Amendment to Condominium  
Plat.

NOW, THEREFORE, THIS FIRST AMENDMENT TO DECLARATION  
WITNESSETH: That in the exercise of the right reserved unto  
itself under Article VIII of the Original Declaration, the  
Developer does hereby amend the Declaration as follows:

ARTICLE I

The Developer hereby subjects to the regime established by the  
Condominium Act, and thereby adds to Satyr Green Garden  
Condominium, the land, buildings, units, common elements and  
property which is situate within "Parcel No. 2, Stage 2, as shown  
on the First Amendment to Condominium Plat, all of which are  
hereby included within the terms "Stage 2 of the condominium,  
"Stage 2 property" and "Stage 2," as follows:

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

SIGNATURE Ray DATE 12/1/87

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County

Ray 12/1/87

WCL

Per [Signature]  
Quinlan, Esq.  
Date 12-1-87

RC/F 17.00  
DECLAR 17.00  
SH CLERK  
#30197 C001 R02 P09:02  
12/01/87



(a) Land.

(i) The land that is included within Stage 2 and is hereby added to the condominium is "Stage 2," as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Reserved for Expansion of Condominium as Stage 2," on Sheet 1 of the Original Condominium Plat and as "Parcel No. 2, Stage 2" on Sheet 1 of the First Amendment to Condominium Plat."

(ii) The term "land," as defined in the Original Declaration, is hereby redefined to mean and include the parcel of ground originally included within said term, and the parcel of ground added to the condominium pursuant to Paragraph (a)(i) of this Article I.

(b) Building.

(i) The buildings that are included within Stage 2 and are hereby added to the condominium are two (2) building structures, one of which contains eight (8) condominium units (2212 Lowell's Glen Road), and one of which contains twelve (12) condominium units (2215 Lowell's Glen Road), which are constructed on Parcel 2 in accordance with architectural and other drawings prepared by Donald B. Ratcliffe, A.I.A. Architects, 10404 Stevenson Road, Stevenson, Maryland 21153, entitled "Satyr Green," dated July 22, 1986 (as itemized in Paragraph (c) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each building, are contained on the First Amendment to Condominium Plat.

(ii) The term "building," as defined in the Original Declaration, is hereby redefined to mean and include the structures originally included within the term, and the structures added to the condominium pursuant to Paragraph (b)(i) of this Article I.

(c) Units.

(i) The Stage 2 property is hereby subdivided into a total of twenty (20) condominium units, each of which consists of the three dimensional area described, and designated as a "unit," in Paragraph (f)(i) of Article I of the Original Declaration. Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefor on the First Amendment to Condominium Plat, as follows:

Units A, B, C, D, E, F, G and H - #2212 Lowell's Glen Road; and

Units A, B, C, D, E, F, G, H, I, J, K, L - #2215 Lowell's Glen Road.

(ii) The total number of units contained within the condominium is now fifty-two (52) units.

(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(i), (b)(i) and (c)(i) of this Article I which are not part of any unit shall be common elements, as such term is defined in Paragraph (g) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Article V of the Original Declaration.



(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(ii) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 2 and is hereby added to the condominium consists of (A) the land added to the condominium pursuant to Paragraph (a)(i) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property," "condominium" and "condominium project," as defined in the Original Declaration, are hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights originally included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements set forth in Paragraphs (b) and (d) of Article I of the Original Declaration.

ARTICLE II

Upon the recordation of this First Amendment to Declaration and the First Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1 and 2 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and expenses shall be one fifty-second (1/52); and (b) the number of votes at meetings of the council of unit owners appurtenant to each of the units in Stages 1 and 2 of the condominium shall be one (1) vote.

ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the Bylaws.

ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration, except to the extent hereby amended, and the Bylaws dated May 5, 1987, and recorded among the Land Records of Baltimore County in Liber SM No. 7513, Folio 128, et seq., are hereby ratified and confirmed, the same to remain in full force and effect, to the end and intent that Stages 1 and 2 of the condominium shall comprise and constitute one condominium regime, to be known as "Satyr Green Garden Condominium," as established by the Original Declaration and expanded by this First Amendment to Declaration.

(b) The terms, conditions, restrictions and provisions of this First Amendment to Declaration shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units,



except as otherwise expressly set forth in this First Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one violating or attempting to violate any of the terms, conditions, restrictions or provisions, provided, however, that, except as otherwise expressly provided herein, all rights reserved by and for the benefit of the Developer under this First Amendment to Declaration shall be exercisable and enforceable only by Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(c) If any term, condition, restriction or provision of this First Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this First Amendment to Declaration, or the application of such term, condition, restriction or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, restriction and provision of this First Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Developer has signed this First Amendment to Declaration on the day and year first above written.

ATTEST:

SATYR GREEN CORPORATION

Timothy R. Hearn  
Timothy R. Hearn, Secretary

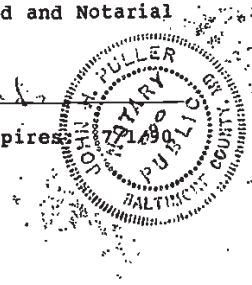
BY: Thomas F. Zink, Jr. (SEAL)  
Thomas F. Zink, Jr., President

STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) to wit:

I HEREBY CERTIFY that on this 30 day of November, 1987, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared THOMAS F. ZINK, JR., the President of Satyr Green Corporation, a body corporate of the State of Maryland, and he acknowledged the foregoing First Amendment to Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

John W. Piller  
Notary Public  
My Commission Expires 7/1/90



Return to: Milton R. Smith, Jr.  
ROYSTON, MUELLER, McLEAN & REID  
ATTORNEYS AT LAW  
SUITE 600  
100 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4575



1897j:2  
MRS:mlw  
06/27/88

- R7903 PAGE 243

SECOND AMENDMENT TO DECLARATION  
ESTABLISHING  
SATYR GREEN GARDEN CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION is made this 28<sup>th</sup> day of June, 1988, by SATYR GREEN CORPORATION, a Maryland corporation (the "Developer").

INTRODUCTORY STATEMENT

By Declaration dated May 5, 1987, and recorded among the Land Records of Baltimore County, Maryland, in Liber SM, No. 7513, Folio 93, et seq. (the "Original Declaration"), and by the Condominium Plat dated April 27, 1987, and recorded among the Land Records of Baltimore County in Condominium Plat Book SM No. 10, Folio 93, et seq. (the "Original Condominium Plat"), the Developer subjected the Stage 1 property (as described in the Original Declaration and shown on the Original Condominium Plat) to a condominium regime known as "Satyr Green Garden Condominium," expressly reserving for and unto itself, its successors and any assignee to whom the Developer specifically assigns such rights in writing, the right to expand and add to the condominium by subjecting one or more "Subsequent Stages," as that term is defined in the Original Declaration, to the condominium regime, all as more fully set forth in Article VIII of the Original Declaration.

By the First Amendment to Declaration dated November 30, 1987, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7736, Folio 740, et seq. (the "First Amendment to Declaration"), and by the First Amendment to Condominium Plat, dated November 20, 1987, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 10, Folio 147, et seq. (the "First Amendment to Condominium Plat"), the Developer added to the condominium the Stage 2 property.

The Developer now desires to add Stage 3 (as more fully described in Article VIII of the Original Declaration and as more fully described in Article I of this Second Amendment to Declaration) to the condominium.

In conjunction with this Second Amendment to Declaration, the Developer has recorded among the Land Records of Baltimore County in Condominium Plat Book SM No. 11, Folio 31, et seq. an amendment to the Original Condominium Plat. Said plat amendment, prepared by Kenneth J. Wells, Inc., Land Surveyors, dated May 29, 1988, and entitled "Second Amendment to the Condominium Plat, Satyr Green Garden Condominium," is comprised of the following three (3) sheets: Sheet 1 (Stage 3, Parcel #3), Sheet 2 (Floor and Elevation Plan #2211 Lowell's Glen Road), and Sheet 3 (Floor and Elevation Plan #2213 Lowell's Glen Road). Said plat amendment is herein called the "Second Amendment to Condominium Plat."

The term "Declaration," as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the Original Declaration as amended by this First Amendment to Declaration and this Second Amendment to Declaration. The term "Condominium Plat," as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the Original Condominium Plat as amended by the First Amendment to Condominium Plat and the Second Amendment to Condominium Plat.

NOW, THEREFORE, THIS SECOND AMENDMENT TO DECLARATION WITNESSETH: That in the exercise of the right reserved unto itself under Article VIII of the Original Declaration, the Developer does hereby amend the Declaration as follows:

TRANSFER TO THE  
BALTIMORE  
BY Charles H. H. H.  
ON 6 28 88



ARTICLE I

The Developer hereby subjects to the regime established by the Condominium Act, and thereby adds to Satyr Green Garden Condominium, the land, buildings, units, common elements and property shown on the Second Amendment to Condominium Plat, all of are hereby included within the terms "Stage 3 of the condominium," "Stage 3 property" and "Stage 3" as follows:

(a) Land.

(i) The land that is included within Stage 3 and is hereby added to the condominium is "Parcel 3", as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Reserved for Expansion of Condominium as Stage 3," on Sheet 1 of the Original Condominium Plat and as "Stage 3" on Sheet 1 of the Second Amendment to Condominium Plat.

(ii) The term "land", as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the parcels of ground heretofore included within said term, and the parcel of ground added to the condominium pursuant to Paragraph (a)(i) of this Article I.

(b) Building.

(i) The buildings that are included within Stage 3 and are hereby added to the condominium are two (2) three (3) story building structures, one of which contains twelve (12) condominium units (2211 Lowell's Glen Road), and one of which contains twelve (12) condominium units (2213 Lowell's Glen Road), which are constructed on Parcel 3 in accordance with architectural and other drawings prepared by Donald B. Ratcliffe, A.I.A. Architects, 10404 Stevenson Road, Stevenson, Maryland 21153, entitled "Satyr Green," dated July 22, 1986 (as itemized in Paragraph (c) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each building, are contained on the Second Amendment to Condominium Plat.

(ii) The term "building," as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the structures heretofore included within the term, and the structures added to the condominium pursuant to Paragraph (b)(i) of this Article I.

(c) Units.

(i) Each of the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I is hereby divided into twelve (12) units, each of which consists of the three dimensional area described, and designated as a "Unit", in Paragraph (f)(i) of Article I of the Original Declaration. Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefore on the Second Amendment to Condominium Plat, as follows:

Units A, B, C, D, E, F, G, H, I, J, K and L, #2211 Lowell's Glen Road; and

Units A, B, C, D, E, F, G, H, I, J, K and L, #2213 Lowell's Glen Road.

(ii) The total number of units contained within the condominium is now seventy-six (76) units.



(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(i), (b)(i) and (c)(i) of this Article I which are not part of any unit shall become common elements, as such term is defined in Paragraph (g) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Article V of the Original Declaration.

(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(ii) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 3 and is hereby added to the condominium consists of (A) the land added to the condominium pursuant to Paragraph (a)(i) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property," "condominium" and "condominium project," as defined in the Original Declaration and redefined in the First Amendment to Declaration, are each hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights heretofore included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements set forth in Paragraphs (b) and (d) of Article I of the Original Declaration, in (a) of Article I of the First Amendment to Declaration, and in Paragraph (a) of this Article I.

ARTICLE II

Upon the recordation of this Second Amendment to Declaration and the Second Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1, 2 and 3 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and expenses, shall be one seventy-sixth (1/76); and (b) the number of votes at meetings of the council of unit owners appurtenant to each of the units in Stages 1, 2 and 3 of the condominium shall be one (1) vote.

ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the Bylaws.

ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration and the First Amendment to Declaration, except to the extent hereby amended, and the Bylaws



dated May 5, 1987, and recorded among the Land Records of Baltimore County in Liber SM No. 7513, Folio 128, at 899.1, are hereby ratified and confirmed, the same to remain in full force and effect, to the end and intent that Stages 1, 2 and 3 of the condominium shall comprise and constitute one condominium regime, to be known as "Satyr Green Garden Condominium," as established by the Original Declaration and expanded by the First Amendment to Declaration and this Second Amendment to Declaration.

(b) The terms, conditions, restrictions and provisions of this Second Amendment to Declaration shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Second Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one violating or attempting to violate any of such terms, conditions, restrictions or provisions, provided, however, that, except as otherwise provided herein, all rights reserved by and for the benefit of the Developer under this Second Amendment to Declaration shall be exercisable and enforceable only by Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(c) If any term, condition, restriction or provision of this Second Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this Second Amendment to Declaration, or the application of such term, condition, restriction or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, restriction and provision of this Second Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Developer has signed this Second Amendment to Declaration on the day and year first above written.

ATTEST:

SATYR GREEN CORPORATION

Timothy R. Hearn  
Timothy R. Hearn, Secretary

BY: Thomas F. Zink, Jr. (SEAL)  
Thomas F. Zink, Jr., President

STATE OF MARYLAND

)  
) to wit:

C RC/F 17.00  
DECLAR 0  
SM CLERK 17.00

COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 27th day of June, 1988, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared THOMAS F. ZINK, JR., the President of Satyr Green Corporation, a body corporate of the State of Maryland, and he acknowledged the foregoing First Amendment to Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

John H. Pallen Jr.  
Notary Public  
My Commission Expires: 7/1/90





LIDER 7579 PAGE 063

RW 86-094-1  
Item No. 1  
J.O. 3-1-5458

THIS DEED and AGREEMENT, Made this 22 day of April, in the year 1987, between SATYR GREEN CORPORATION, a body corporate of the State of Maryland, party of the first part; and BARRY D. ROLLINS and RAYMOND A. BROOKHART, Trustees, parties of the second part; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, party of the third part.

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

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

Situate in the Ninth Election District of Baltimore County.

BEING an easement of irregular dimensions across the property of the party of the first part, said easement containing 80 sq. ft., more or less, as shown shaded and indicated "UTILITY EASEMENT" on Baltimore County Bureau of Land Acquisition Drawing No. RW 86-094-1, which is attached hereto and made a part hereof.

FOR TITLE: See a Deed dated September 30, 1986 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 7280, folio 233 from Thomas F. Zink, Jr. to Satyr Green Corporation.

FOR TITLE TO TRUSTEES: See a Deed of Trust dated September 30, 1986 recorded among the aforesaid Land Records in Liber E.H.K. Jr. No. 7280, folio 235 from Satyr Green Corporation, et al to Barry D. Rollins and Raymond A. Brookhart, Trustees.

-1-

TRANSFER TAX NOT REQUIRED

Director of Finance

BALTIMORE COUNTY, MARYLAND

Per [Signature] Sec. 11.05

Notarized Signature

CLERK  
DATE  
OFFICE OF THE CLERK OF THE BALTIMORE COUNTY BOARD OF ASSESSMENTS & TAXATION

SIGNATURE  
DATE  
AGRICULTURAL TRANSFER TAX NOT APPLICABLE



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

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

AS WITNESS the due execution hereof by the aforementioned parties of the first and second parts.

TEST:

SATYR GREEN CORPORATION

Patricia L. McKay

BY:

[Signature]

(SEAL)

President

[Signature]

Barry D. Rollins (SEAL)  
Barry D. Rollins - Trustee

[Signature]

Raymond A. Brookhart (SEAL)  
Raymond A. Brookhart - Trustee

STATE OF MARYLAND, BALTIMORE County, to wit:

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of April, 1987, in the year 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, aforesaid, personally appeared Thomas F. Zink, Jr., President, SATYR GREEN CORPORATION, party to the within Deed and Agreement, and he acknowledged the same to be the act, of said body corporate, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.



Patricia L. McKay  
Notary Public



LIBER 7579 PAGE 065

STATE OF MARYLAND, BALTIMORE *County*, to wit:

I HEREBY CERTIFY that on this *13th* day of *May*, in the year 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the *County* aforesaid, personally appeared BARRY D. ROLLINS, Trustee, party to the within Deed and Agreement, and he acknowledged the same to be his act as said Trustee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

*Julian Brooks*  
Notary Public

STATE OF MARYLAND, BALTIMORE *County*, to wit:

I HEREBY CERTIFY that on this *13th* day of *May*, in the year 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the *County* aforesaid, personally appeared RAYMOND A. BROOKHART, Trustee, party to the within Deed and Agreement, and he acknowledged the same to be his act as said Trustee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

*Julian Brooks*  
Notary Public

APPROVED as to legal form and sufficiency  
this *4th* day of *June*, 1987.

*John D. [Signature]*  
Assistant County Attorney

#70982 C001 R02 T08:06  
06/22/87

3/24/87  
D11

SYM:KLJ:dmk R(1)  
Index: 3/17/87

*Balt Co Ind Agg  
Don't Wait*

-3-



KEUFFEL &amp; ESSER COMPANY

SATYR HILL ROAD

EXISTING  
PAVINGS 11° 08' W - 236.57' LAST LINE  
OF E.H.K. 7073-541

UTILITY EASEMENT

S 10° 58' W  
79.37'  
1ST LINE  
OF E.H.K.  
7073-543S 56° 16' E - 574.26'  
1ST LINE OF E.H.K. 7073-541  
N 32° 16' W - 574.26'  
LAST LINE OF E.H.K. 7073-543SATYR GREEN CORPORATION  
E.H.K., JR. 7280-233  
UTILITY EASEMENT AREA = 80 SQ. FT. ±

BALTIMORE COUNTY		DEPARTMENT OF PUBLIC WORKS		BUREAU OF LAND ACQUISITION	
DISTRICT NO 9C4		POSITION SHEET NO 39, 40 NE 14 CONSTRUCTION PLAN NO.		FEDERAL PROJECT NO OR MARYLAND PROJECT NO.	
APPROVED	ROADS ENGINEER	AREA TO BE ACQUIRED	EXISTING COUNTY R/W	CONSULTING ENGINEER OR SURVEYOR	
DATE		REVERTIBLE SLOPE EASEMENT	AREA TO BE RELEASED	DATE	REG NO
		TEMPORARY CONSTRUCTION AREA	TEMPORARY SLOPE EASEMENT	SHEET OF	REVISION
APPROVED	CHIEF, BUREAU OF LAND ACQUISITION	ITEM NO	RECORDED	SCALE 1" = 50'	
DATE	8-22-86			B C JOB ORDER NO.	
				3-1-5458	
APPROVED	SUPERVISOR, DIV. OF MAPPING			RW 86-094-1	
DATE	8-20-86				



RW 86-094  
Item #1

BALTIMORE COUNTY, MARYLAND DEER 7579 PAGE 067  
Office of Finance - Revenue Division

REAL PROPERTY TRANSFER - CONSIDERATION AFFIDAVIT

Complete affidavit - original and 1 copy - for each instrument other than mortgage or deed of trust (with or without consideration). Sign and return both copies.

In compliance with Baltimore County Code Title 11, Article IX, Sections 11-69 through 11-85, as amended, it is certified that an instrument described below, representing a transfer of real property including, but not limited to, fee simple estate, leasehold estate, limited estate and legal or equitable interests in real property, is offered for record in Baltimore County. The subject property is identified as follows:

Property Account # <u>Easement</u>	Prior Deed Reference: Liber <u>7280</u> Folio <u>235</u>
Date of Instrument _____	Amount of Mortgage \$ _____
DOCUMENTS PRESENTED	Other (Cash, etc.) \$ _____
<input type="checkbox"/> Deed	Total Consideration \$ <u>NONE</u> *
<input type="checkbox"/> Deed of Trust	or
<input type="checkbox"/> Contract	Assessed Factor \$ _____ *
<input type="checkbox"/> Other	Exempt Status Claimed per Baltimore County Code <u>11-85(A)</u>
<input type="checkbox"/> Agreement	*Total Consideration is transfer tax base.
<input type="checkbox"/> Mortgage	
<input type="checkbox"/> Lease over 7 years	
<input type="checkbox"/> Right-of-way or Easement Agreement	

\*Is Subject Property Financed by Bonds Issued Under Article 41, Section 266, Annotated Code of Maryland Yes \_\_\_\_\_ No \_\_\_\_\_

PERSON OFFERING INSTRUMENT FOR RECORDING:

Name Shirley M. Murphy  
Title Co. or Firm Bureau of Land Acquisition  
Address C.O.B.  
Towson, Md 21204  
Phone: 494-3294

GRANTOR: Satyr Green Corporation

TRANSFERRED PROPERTY KNOWN AS:

Utility Easement containing 80 sq ft as shown on drawing No 86-094-1  
☐ WHOLE TRANSFER  
☐ PARTIAL TRANSFER - List Improvements on Partial Transfer

☐ Is Plat Available for Transfer Office?

GRANTEE Baltimore County, MD

Court House

GRANTEE MAILING ADDRESS \_\_\_\_\_

I HEREBY CERTIFY under the penalties of perjury that the information given above is true to the best of my personal knowledge and belief.

Signed Shirley M. Murphy per logs

Date 6/9/87

OFFICE OF FINANCE USE ONLY:.....

Agent \_\_\_\_\_ Amount \$ \_\_\_\_\_ Invoice # \_\_\_\_\_ Date \_\_\_\_\_

Tax Bill \_\_\_\_\_ C.B. Credit \_\_\_\_\_ Other Credit \_\_\_\_\_

Comments \_\_\_\_\_



7674 592

RW 86-118  
Item 3  
J.O. 3-1-5351

THIS DEED and AGREEMENT, Made this 2nd day of July, in the year 1987, between SATYR GREEN CORPORATION, a body corporate of the State of Maryland, party of the first part; and The First National Bank of Maryland, a National Banking Association duly organized and existing under the Laws of the United States of America, Mortgagee, party of the second part; and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, party of the third part.

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

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

Situate in the Ninth Election District of Baltimore County.

FIRST: BEING an easement 3 ft. wide, said easement containing 0.017 acre (758 sq. ft.), more or less, as shown shaded and indicated "DRAINAGE AND UTILITY EASEMENT PART I" on Baltimore County Bureau of Land Acquisition Drawing No. RW 86-118-2, which is attached hereto and made a part hereof.

LAND-USE TAX NOT REQUIRED  
Director of Finance  
BALTIMORE COUNTY, MARYLAND  
Per *[Signature]*  
Authorizing Signature  
Date 7-17-87 Sec 11-40-A

-1-

RECEIVED  
BALTIMORE COUNTY  
Date 7-20-87 Sec 11-40-A

SEAL, DEPARTMENT OF  
ASSESSMENTS & TAXATION  
J.R. 9-17-87  
CLERK  
DATE  
AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE  
SIGNATURE J.R. DATE 9-17-87



674 593

SECOND: BEING an easement 3 ft. wide, said easement containing 0.028 acre (1,218 sq. ft.), more or less, as shown shaded and indicated "DRAINAGE AND UTILITY EASEMENT PART II" on Baltimore County Bureau of Land Acquisition Drawing No. RW 86-118-2, which is attached hereto and made a part hereof.

FOR TITLE: See the following Deeds of Easement to Satyr Green Corporation, viz: (1) Dated November 21, 1986 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7381, folio 520 from Walter J. Stawinski, Jr. and Wife, and (2) Dated November 24, 1986 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7381, folio 517 from Thomas L. Nickolls, et al.

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

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



7674 00594

AS WITNESS the due execution hereof by the aforementioned parties of the first and second parts.

TEST:

SATYR GREEN CORPORATION

Christina W. Nelson

BY: [Signature] (SEAL)  
President

THE FIRST NATIONAL BANK OF  
MARYLAND

Elizabeth B. Challen

BY: Paul R. Bear (SEAL)  
Vice President

STATE OF MARYLAND, BALTIMORE County, to wit:

I HEREBY CERTIFY that on this 31<sup>st</sup> day of March, in the year 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas F. Gink, Jr., President of SATYR GREEN CORPORATION, party to the within Deed and Agreement, and he acknowledged the same to be the act of said body corporate, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Christina W. Nelson  
Notary Public

Baltimore  
Notary Public

-3-



767 6 595

STATE OF MARYLAND, BALTIMORE, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the \_\_\_\_\_ aforesaid, personally appeared JAMES J. WINN, JR., Trustee, party to the within Deed and Agreement, and he acknowledged the same to be his act as said Trustee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

STATE OF MARYLAND, BALTIMORE, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the \_\_\_\_\_ aforesaid, personally appeared CHARLES T. ALBERT, Trustee, party to the within Deed and Agreement, and he acknowledged the same to be his act as said Trustee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.

Notary Public

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 2nd day of July 1987, in the year 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for the \_\_\_\_\_ aforesaid, personally appeared \_\_\_\_\_ President, THE FIRST NATIONAL BANK OF MARYLAND, Mortgage, party to the within Deed and Agreement, and he acknowledged the same to be the act of said National Banking Association, as said Mortgagee, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my Hand and Notarial Seal.



*[Signature]*  
Notary Public  
July 11, 1990

APPROVED as to legal form and sufficiency

this 9th day of September, 1987.

*[Signature]*  
Assistant County Attorney

WITNESSETH COPIES 711102  
09/19/87

SMM:KLJ:dmk  
Index: 3/6/87

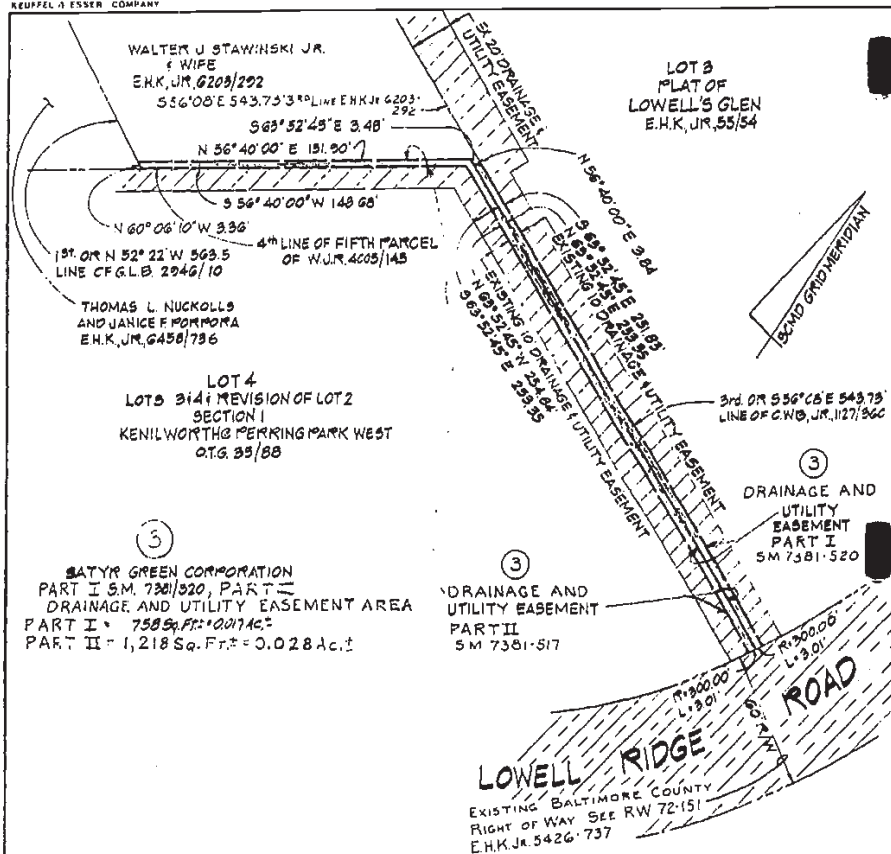
3/26/87

-4-



17674 596

KEUFFEL & ESSER COMPANY



BALTIMORE COUNTY		DEPARTMENT OF PUBLIC WORKS		BUREAU OF LAND ACQUISITION	
DISTRICT NO. 9C4		POSITION SHEET NO.		FEDERAL PROJECT NO. OR MARYLAND PROJECT NO.	
CONSTRUCTION PLAN NO.					
APPROVED	ROADS ENGINEER	AREA TO BE ACQUIRED	EXISTING COUNTY R.W.	CONSULTING ENGINEER OR SURVEYOR	
DATE		REVERTIBLE SLOPE EASEMENT	AREA TO BE RELEASED	DATE	REG. NO.
		TEMPORARY CONSTRUCTION AREA	TEMPORARY SLOPE EASEMENT	SHEET	OF
APPROVED	CHIEF BUREAU OF LAND ACQUISITION	TEMP. NO.	RECORDED	SCALE	1"=50'
DATE				B.C. JOB ORDER NO.	
				3-1-5351	
APPROVED	SUPERVISOR DIVISION OF PLANNING			RW	86-118-2
DATE					



RW 86-118  
Item #3

BALTIMORE COUNTY, MARYLAND. 17 674 PH: 597  
Office of Finance - Revenue Division

REAL PROPERTY TRANSFER - CONSIDERATION AFFIDAVIT

Complete affidavit - original and 1 copy - for each instrument other than mortgage or deed of trust (with or without consideration). Sign and return both copies.

In compliance with Baltimore County Code Title 11, Article IX, Sections 11-69 through 11-85, as amended, it is certified that an instrument described below, representing a transfer of real property including, but not limited to, fee simple estate, leasehold estate, limited estate and legal or equitable interests in real property, is offered for record in Baltimore County. The subject property is identified as follows:

Property  
Account # Easement

Date of Instrument \_\_\_\_\_

DOCUMENTS PRESENTED

- |  |   |
|--|---|
| <input type="checkbox"/> Deed          | <input type="checkbox"/> Agreement                          |
| <input type="checkbox"/> Deed of Trust | <input type="checkbox"/> Mortgage                           |
| <input type="checkbox"/> Contract      | <input type="checkbox"/> Lease over 7 years                 |
| <input type="checkbox"/> Other         | <input type="checkbox"/> Right-of-way or Easement Agreement |

Prior Deed Reference:  
Liber 738J Folio 520

Amount of Mortgage \$ \_\_\_\_\_

Other (Cash, etc.) \$ \_\_\_\_\_

Total Consideration \$ NONE \*

Assessed Factor \$ \_\_\_\_\_ \*

Exempt Status Claimed per Baltimore County Code 11-85(A)

\*Total Consideration is transfer tax base.

\*Is Subject Property Financed by Bonds Issued Under Article 41, Section 266, Annotated Code of Maryland Yes \_\_\_\_\_ No \_\_\_\_\_

PERSON OFFERING INSTRUMENT FOR RECORDING:

Name Walter J. Ballesteros

Title Co. or Firm Bureau of Land Acquisition

C.O.B.

Address Towson, Md 21204

Phone: 494-3294

GRANTOR: Satyr Green Corporation

TRANSFERRED PROPERTY KNOWN AS:  
0.017 ac. (758 sq. ft.)

for drainage & utility  
esmt.

☐ WHOLE TRANSFER

☐ PARTIAL TRANSFER - 1st Improve-  
ments on Partial Transfer

☐ Is Plat Available for Transfer  
Office?

GRANTEE Baltimore County, MD

Court House

I HEREBY CERTIFY under the penalties of perjury that the information given above is true to the best of my personal knowledge and belief.

Signed Walter J. Ballesteros

Date 7/15/87

GRANTEE MAILING ADDRESS \_\_\_\_\_

OFFICE OF FINANCE USE ONLY:

Agent \_\_\_\_\_ Amount \$ \_\_\_\_\_ Invoice # \_\_\_\_\_ Date \_\_\_\_\_

Tax Bill \_\_\_\_\_ C.B. Credit \_\_\_\_\_ Other Credit \_\_\_\_\_

Comments \_\_\_\_\_



**RULES FOR INSTALLATION OF ANTENNAE****SATYR GREEN GARDEN CONDOMINIUM**

EXPLANATORY STATEMENT: The original recorded covenants dated May 5, 1987 for SATYR GREEN GARDEN CONDOMINIUM, a Maryland condominium located entirely within Baltimore County, Maryland and formed and existing pursuant to title 11 Maryland Real Property Code Annotated, were recorded among the Land Records of Baltimore County, Maryland in Book 7513, pages 093 *et seq.* (Declaration and Bylaws of SATYR GREEN GARDEN CONDOMINIUM). Said covenants provide authority to the Board of Directors to adopt rules and regulations from time to time governing the use of the common elements and the conduct of residents upon said common elements. The Board of Directors of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM by the affirmative vote of a majority of Board members has duly adopted in accordance with any and all applicable federal, state and local laws and ordinances and in accordance with the requirement of the recorded covenants as amended from time to time, the following Rules for Installation of Antennae as hereinafter provided.

NOW THEREFORE as of the 11<sup>th</sup> day of November, 2002, as represented by its attorneys, Kathleen M. Elmore and Elmore & Associates, P.A., the said following Rules for Installation of Antennae adopted September 9, 2002, is effective and published to all owners, and intended to be recorded among the Land Records as follows:

Clerk: please return recorded document to:

Kathleen M. Elmore, Esquire  
Elmore & Associates, P.A.  
5 Riggs Avenue  
Severna Park, Maryland 21146  
410 544 6644



APR 15 2002

**RULES FOR INSTALLATION OF ANTENNAE****SATYR GREEN GARDEN CONDOMINIUM****I. Preamble**

These rules are adopted by the Board of Directors of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM, on the 9th day of September, 2002.

**Recitals**

WHEREAS, the Board of Directors of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM ("the Association") is responsible for governance and maintenance of the SATYR GREEN GARDEN CONDOMINIUM ("the Community"); and

WHEREAS, the Association exists pursuant to applicable state law and governing documents; and

WHEREAS, the Board of Directors of the Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Community, pursuant to state law (Section 11-111 of the Maryland Condominium Act<sup>1</sup>) (hereinafter "the Act") and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996 and as amended preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multichannel multipoint distribution service antennae ("antennae"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennae in the best interests of the Community and consistent with the FCC rules with regard to installation of antennae.

NOW THEREFORE, the Association after compliance with the provisions of Section 11-111 of the Act adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Antennae Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

**II. Definitions**


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<sup>1</sup> Title 11, Maryland Real Prop. Code Ann.



APR 15 2002

- A. Antenna - any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multichannel multipoint distribution service (MMDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- B. Mast - Structure to which an antenna is attached that raises the antenna height.
- C. Transmission-only antenna - any antenna used solely to transmit radio, television, cellular or other signals.
- D. Owner - any unit owner in the Association. For the purpose of this rule only, "owner" includes a tenant who has permission of the unit owner/landlord to install antennae.
- E. Telecommunications signal - signals received by DBS, television broadcast, and MMDS antennae.

### III. Installation Rules

- A. Antenna Size and Type
  1. DBS antennae that are one meter or less in diameter may be installed. Antennae larger than one meter are prohibited.
  2. MMDS antennae one meter or less in diameter may be installed. MMDS antennae larger than one meter are prohibited.
  3. Installation of transmission-only antennae are prohibited unless approved by the Board of Directors.
  4. **All antennae not allowed by the FCC rules are prohibited.**
- B. Location
  1. Antennae shall be installed solely on individually-owned or property under the exclusive control of the unit owner as designated on the recorded deed and plat.
  2. **If acceptable quality signals may be received by placing antennae inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.**
  3. **Antennae shall not encroach upon General Common Elements or any other owner's property.**
  4. Antennae shall be located in a place shielded from view from the street or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. This section does not permit installation on General Common Element property, even if an acceptable quality signal may not be received from an individually-owned unit or the Limited Common Element.



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## C. Installation

1. Antennae shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
2. All installations shall be completed so that they do not damage the Common Elements of the Association or the unit of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings or Common Elements.
3. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
  - a. Place (or replace), repair, maintain, and move or remove antennae;
  - b. Repair damages to the Common Element property, other units, and any other property damaged by antenna installation, maintenance or use;
  - c. Pay medical expenses incurred by persons injured by antenna maintenance, or use or as a result of installation of the antenna;
  - d. Reimburse owners, residents or the Association for damages caused by antenna installation, maintenance, or use.
4. Antennae must be secured so as not to jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near the antennae, including damage from wind velocity based upon a unique location.

## D. Maintenance

1. Owners shall not permit their antennae to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for antenna maintenance and repair.
3. Owners shall be responsible for repainting or replacement if the exterior surface of antennae deteriorates.
4. Owners agree to remove antennae and restore the area upon transfer of the property, unless the transferee expressly agrees in writing to maintain the antennae pursuant to community standards, such written agreement to be for the benefit of the Community and forwarded to the Board of Directors.

## E. Safety

1. Antennae shall be installed and secured in a manner that complies with all applicable county and state laws and regulations, and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. Unless the above-cited laws and regulations require a greater separation, antennae shall be placed a safe distance from power lines (above-ground or buried) and in no event shall antennae be placed where they may come into contact with electrical power lines. This purpose of the requirement is to prevent injury or damage resulting from contact with power lines.
3. All installations must comply with all applicable codes.



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4. In order to prevent electrical and fire damage, antennae shall be properly and effectively grounded.
5. Antennae are required to withstand winds of 75 mph, and shall be designed to withstand the pressure of snow and ice.

IV. Antenna Camouflaging

- A. Antennae or masts may not extend beyond a railing or patio (Limited Common Element), and no antennae may be attached to a railing.
- B. Antennae situated on the ground and visible from the street or from other units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennae to be screened by new landscaping, potted plants, or other screening of reasonable cost.
- C. Antennae, masts, and any visible wiring must be painted to match the color of the structure to which it is installed. *(Some manufacturers assert that painting may prevent the receipt of an acceptable quality signal. Association residents are advised to make sure that paint will not degrade the signal.)*
- D. Antennae may not obstruct a driver's view of an intersection or street.

V. Number of Antennae

No more than one antenna of each provider may be installed by an owner.

VI. Association Maintenance of Locations Upon Which Antennae are Installed

- A. If antennae are installed on property for which the Association has maintenance responsibility, owners retain responsibility for antenna maintenance and owners must bear the cost of any increased cost in maintenance to the area concerned. Owners must not install antennae in a manner that will result in increased maintenance costs for the Association or for other residents. If increased cost or damage occurs, owners are responsible for these costs. The Association may cause these areas to be maintained at that owner's expense.
- B. If maintenance by the Association requires antenna removal, the Association shall provide owners with not less than ten (10) days written notice mailed to the owner at the address listed in the Association's records. Owners shall be responsible for removing antennae before maintenance begins. If owners do not remove antennae by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to antennae.
- C. If emergency maintenance by the Association is required, the Association shall attempt to provide notice to the owner prior to such emergency service. If owners do not remove antennae by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to antennae.

VII. Notification Process

- A. Any owner desiring to install an antenna must complete a notification form as attached hereto as Exhibit A and submit it to the Board of Directors c/o the Association



0017458 241

APR 15 2002

office. If the installation is routine (conforms to all of the above rules and restrictions), the installation may begin immediately.

B. If the installation is other than routine for any reason, owners and the Board must establish a mutually convenient time to meet to discuss installation methods.

VIII. Installation by Tenants

Tenants may install antennae in accordance with these rules with permission of the unit owner/landlord.

IX. Enforcement

A. If there rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time as provided in notice from the Association, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in the enforcement of this policy.

B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

X. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

Adopted pursuant to the provisions of Section 11-111 of the Act on 9/9, 2002,  
by the Board of Directors of SATYR GREEN GARDEN CONDOMINIUM

Janet P. Hallm  
President

WITNESS:

Mary A Kohler  
Secretary

Published to the Owners on November 11, 2002.



0017458

**SATYR GREEN GARDEN CONDOMINIUM**

**EXHIBIT A**

APR 15 2002

0017458

242

**Notice of Antenna Installation  
on Individually-Owned or Exclusive-Use Area**

Unit Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

If rented, tenant's name (*Attach copy of owner's written permission*): \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Type of Antenna: \_\_\_\_\_

Direct broadcast satellite \_\_\_\_\_ 18-inch \_\_\_\_\_ other \_\_\_\_\_ size

Television broadcast \_\_\_\_\_

Multichannel Multipoint distribution service \_\_\_\_\_ size \_\_\_\_\_

Company Which Performed Installation: \_\_\_\_\_

Identify Installation Location:      Patio ☐      Rear Deck ☐ Balcony ☐  
Other ☐      Indicate "other": \_\_\_\_\_

Date Installation performed: \_\_\_\_\_

Please indicate the method of installation.

**Will the installation be in compliance with all association guidelines (which include manufacturers' guidelines and applicable building codes)?** Yes ☐ No ☐

If no, please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for nonroutine installation. (A list of preferable days and times is attached.)

I/we hereby agree to comply with all of the Association's rules for installing, maintaining, and using antennae. I/we assume liability for any damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use and agree to remove antennae and restore the area upon transfer of the property, unless the transferee expressly agrees in writing to maintain the antennae pursuant to community standards, such written agreement to be for the benefit of the community and forwarded to the Board of Directors at time of settlement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



30019456 243

**State of Maryland Land Instrument Intake Sheet**  
**Baltimore City & County: BALTIMORE**

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

IMP. FD SURE \$ 5.00  
 RECORDING FEE 28.00  
 TOTAL 33.00  
 Rec'd BAH BC  
 Jan 29, 2003  
 01:53 PM

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached. Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other <u>Amend</u> Deed of Trust <input type="checkbox"/> Lease <u>Dec</u> <input type="checkbox"/> Other <input type="checkbox"/> Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple Accounts <input type="checkbox"/> Not an Arms-Length Sale <input type="checkbox"/>			
2	Conveyance Type Check Box	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Length Sale [9]
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation State Transfer County Transfer			
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ Any New Mortgage \$ Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$		Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X ( ) % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recordation Tax Consideration \$ X ( ) per \$500 = \$ TOTAL DUE \$	
5	Fees	Amount of Fees Recording Charge \$ Surcharge \$ State Recordation Tax \$ State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$		Doc. 1 Doc. 2 Agent Tax Bill: C.B. Credit: Ag. Tax/Other:	
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District <u>DEC</u> Property Tax ID No. (1) <u>DEC</u> Grantor Liber/Folio <u>DEC</u> Map <u>DEC</u> Parcel No. <u>DEC</u> Var. LOG <input type="checkbox"/> (5) Subdivision Name <u>SATYR GREEN GARDEN CONDOMINIUM</u> Lot (3a) <u>DEC</u> Block (3b) <u>DEC</u> Sect/AR(3c) <u>DEC</u> Plat Ref. <u>DEC</u> SqFt/Acreage (4) <u>DEC</u> Location/Address of Property Being Conveyed (2) <u>SATYR GREEN GARDEN CONDOMINIUM</u> Other Property Identifiers (if applicable) <u>DEC</u> Water Meter Account No. <u>DEC</u> Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: <u>DEC</u> Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: <u>DEC</u> If Partial Conveyance, List Improvements Conveyed: <u>DEC</u>			
7	Transferred From	Doc. 1 - Grantor(s) Name(s) Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Grantor(s) Name(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)	
8	Transferred To	Doc. 1 - Grantee(s) Name(s) Doc. 1 - Grantee(s) Name(s)		Doc. 2 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s)	
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional) <u>SATYR GREEN GARDEN CONDOMINIUM</u>		Doc. 2 - Additional Names to be Indexed (Optional) <u>DEC</u>	
10	Contact/Mail Information	Instrument Submitted By or Contact Person Name: <u>KATHLEEN M. ELMORE</u> Firm: <u>ELMORE + ASSOCIATES, PA.</u> Address: <u>5 Ridge Avenue, Severna Park, MD 21146</u> Phone: <u>(410) 544-6644</u> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided <input type="checkbox"/>			
11	Assessment Information	(IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER) Yes <input type="checkbox"/> No <input type="checkbox"/> Will the property being conveyed be the grantee's principal residence? Yes <input type="checkbox"/> No <input type="checkbox"/> Does transfer include personal property? If yes, identify: <u>DEC</u> Yes <input type="checkbox"/> No <input type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).			

**Assessment Use Only - Do Not Write Below This Line**

Transfer Number: <u>13</u>	Date Received: <u>13</u>	Geo. <u>DEC</u>	Map <u>DEC</u>	Block <u>DEC</u>
Land <u>DEC</u>	Zoning <u>DEC</u>	Grid <u>DEC</u>	Parcel <u>DEC</u>	Assigned Property No. <u>DEC</u>
Buildings <u>DEC</u>	Use <u>DEC</u>	Town Cd. <u>DEC</u>	<b>TAX NOT REQUIRED</b> Director of Budget and Finance BALTIMORE COUNTY, MARYLAND	
REMARKS: <u>DEC</u>				
BALTIMORE COUNTY TRANSFER TAX Sec 33-139 Date: <u>1/29/03</u>				

Distribution: White - Clerk's Office  
 Canary - SDAT  
 Pink - Office of Finance  
 Goldenrod - Preparer  
 AOC-CC-300 (6/95)



# Satyr Green Condominium Association, Inc

Bylaws

A graphic element consisting of three overlapping rectangular blocks in shades of gray, arranged in a stepped, L-shaped configuration.

**FirstService**  
RESIDENTIAL







**Bylaws**  
**Satyr Green Garden Condominium**



10311:5  
MPS:kmb,pjh  
05/05/87

107513 PAGE 128

BYLAWS  
OF  
SATYR GREEN GARDEN CONDOMINIUM  
Dated: May 5, 1987

D RZF 165.0

SH CLERK 165.0

886660 0002 R02 T14  
05/01

ARTICLE I  
ADMINISTRATION

Section 1. Form of Administration. The condominium project, known as Satyr Green Garden Condominium, located on the west side of Lowell Ridge Road in Baltimore County, Maryland, has been subjected to the provisions of the Condominium Act of the State of Maryland, and a condominium regime has been established therefor, by the Declaration to which these Bylaws are attached. The affairs of the condominium shall be governed by the council of unit owners, an unincorporated legal entity comprised of all the unit owners, acting through its board of directors, elected or appointed for the purpose of carrying out the responsibilities of said council of unit owners, all in the manner and to the extent hereinafter provided, and subject to the right and power of the council of unit owners, or the board of directors, to employ a manager to administer and supervise the condominium project.

Section 2. Applicability of Bylaws. The terms, conditions, provisions and restrictions of these Bylaws are applicable to the condominium project and to the use, occupancy, benefit and enjoyment thereof, and shall inure to the benefit of the unit owners and be binding upon said unit owners, their tenants, guests and other invitees, the agents, servants and employees of such unit owners, tenants, guests and invitees, and any other person, firm or corporation using any facility of the property. The acceptance of any deed, lease, contract or other paper covering any interest in a condominium unit, or the use, occupancy, benefit or enjoyment of such unit, without further act, shall signify that the Bylaws of the condominium are approved and ratified and that the person accepting the deed, lease, contract or other paper, or using, occupying, or otherwise enjoying any unit shall comply with the terms, conditions, provisions and restrictions of the Bylaws.

Section 3. Mailing Address. The mailing address of the council of unit owners shall be Council of Unit Owners of Satyr Green Garden Condominium, c/o Wallace H. Campbell & Company, Inc., Attention: R. Bruce Campbell, C.P.M., 1701 Meridene Drive, Baltimore, Maryland 21239, or at such other address as the council of unit owners, board of directors or manager may from time to time designate by written notice to the unit owners and the mortgagees.

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ARTICLE II  
COUNCIL OF UNIT OWNERS

The rights and powers of the council of unit owners are as follows:

- (a) To have perpetual existence subject to the right of the unit owners to terminate the condominium regime, as provided in the Condominium Act or in the Declaration;
- (b) To adopt and amend reasonable rules and regulations;
- (c) To adopt and amend budgets for revenues, expenditures and reserves, and collect assessments for common expenses from unit owners;
- (d) To sue and be sued, and complain and defend, in any court;
- (e) To transact its business, carry on its operations and exercise the powers provided in the Condominium Act, in any state, territory, district or possession of the United States, and in any foreign country.
- (f) To make contracts and guarantees, incur liabilities, borrow money, and to sell, mortgage, lease, pledge, exchange, convey, transfer and otherwise dispose of any part of its property and assets;
- (g) To issue bonds, notes and other obligations, and secure the same by mortgage or deed of trust, on any part of its property, franchises and income;
- (h) To acquire by purchase or in any other manner, and to take, receive, own, hold, use, employ, improve and otherwise deal with any property, real or personal, or any interest therein wherever located;
- (i) To hire and terminate managing agents and other employees, agents and independent contractors;
- (j) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporations of this State, or foreign corporations, and of associations, partnerships and individuals;
- (k) To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes named in the Declaration or Bylaws, and to



take and to hold real and personal property as security for the payment of funds so invested or loaned;

(l) To regulate the use, maintenance, repair, replacement and modification of the common elements;

(m) To cause additional improvements to be made as a part of the general common elements;

(n) To grant easements, rights of way, licenses, leases and similar interests through or over the common elements in accordance with the Condominium Act and the Declaration;

(o) To impose charges for late payment of assessments and, subject to the provisions of Article XVI of these Bylaws, levy reasonable fines for violations of the Declaration, these Bylaws, and rules and regulations of the council of unit owners adopted pursuant to Article XV of these Bylaws;

(p) To impose reasonable charges for the preparation and recordation of rules, regulations, resolutions, resale certificates, or statements of unpaid assessments, and amendments to such documents, and for the preparation and recordation of amendments to the Declaration, Bylaws and condominium plat;

(q) To provide for the indemnification of and maintain liability insurance for officers, directors, and any managing agent or other employee charged with the operation or maintenance of the Condominium;

(r) To enforce the implied warranties made to the council of unit owners by the Developer under the Condominium Act;

(s) To enforce the provisions of the Condominium Act, the Declaration, these Bylaws, and the rules and regulations, if any, of the council of unit owners against any owner or occupant of a unit; and

(t) Generally to exercise the powers set forth in the Condominium Act and the Declaration or Bylaws, and to do every other matter, act or thing not inconsistent with law, which may be appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration or Bylaws, including the right to elect directors, officers and agents, and to define their rights, powers and duties, provided, however, that the council of unit owners shall not impose or receive any payment, fee or charge for the use, rental or operation of the common elements, other than assessments imposed against all unit owners pursuant to Sections 1 and 3 of Article IX hereof.



(u) Notwithstanding any contrary provision of the Declaration or Bylaws, developer may not bind the council of unit owners to any management contract, employment contract or lease unless the council of unit owners has the right of termination thereof which is exercisable without penalty at any time after developer has ceased to control the council of unit owners upon not more than thirty (30) days notice to the other party thereto.

### ARTICLE III UNIT OWNERS

Section 1. Annual Meetings. The annual meeting of unit owners shall be held at such place within the State of Maryland as may be designated by a majority of the unit owners, the board of directors or the manager of the condominium project, at 8:00 p.m., on the third Thursday of November of each year (or on such other date, or at such other time as may be fixed by such majority, board, or manager), for the election of directors and for the transaction of general business, provided that the first annual meeting of the council of unit owners shall be held within sixty (60) days after the date that fifty percent (50%) of the percentage interests in the common elements have been conveyed by the developer to the initial purchasers of the units. Such annual meetings shall be general meetings, i.e., open for the transaction of any business without special notice of such business, provided, however, that no new business shall be introduced or otherwise submitted at the meeting unless a written summary thereof is filed with the Secretary of the council of unit owners before commencement of the meeting.

Section 2. Special Meetings. Special meetings of the council of unit owners may be called at any time by a majority of the unit owners, the board of directors, or the manager, either by vote or in writing. Upon the written request of a majority of unit owners, specifying the purpose, delivered to the board of directors or manager, it shall be the duty of the board or manager forthwith to call a meeting of the council of unit owners. Notice thereof shall be given as provided in Section 3 of this Article III. No business other than that stated in the notice of the meeting shall be transacted at any special meeting of the council of unit owners, however called. Special meetings of the council of unit owners shall be held at such place within the State of Maryland as may be fixed by a majority of the unit owners, board of directors, or manager calling the same.

Section 3. Notice of Meetings. At least ten, but not more than thirty, days' written or printed notice of every annual meeting and every special meeting of the council of unit owners shall be given by a majority of the unit owners, the board of directors or the manager to each unit owner whose name appears as such upon the roster or books of the condominium project



thirty days prior to the day of the meeting. Such notices of annual or special meetings shall state the place, day and hour of such meetings, and, in the case of special meetings, shall also state the business proposed to be transacted thereat. Such notice shall be given to each unit owner either by delivering the same to him or by mailing it postage prepaid and addressed to him at his address as it appears upon the roster or books of the condominium project, as aforesaid. No notice of the time, place or purpose of any meeting of unit owners, whether prescribed by law, by the Declaration, or by these Bylaws, need be given to any unit owner who attends in person, or by proxy, or who, in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice.

Section 4. Quorum. Unless otherwise specifically provided in the Condominium Act, or in the Declaration, or these Bylaws, the presence in person or by proxy of a majority of the unit owners shall be necessary and sufficient at any meeting of the council of unit owners to constitute a quorum for the election of directors, for the adoption of decisions, or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been completed. In the absence of a quorum, the unit owners who shall be present in person or by proxy at any meeting (or adjournment) may, by vote of a majority of such unit owners, adjourn the meeting from time to time, but not for a period of over thirty days at any one time, by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 5. Proxies. Unit owners may vote either in person or by proxy, but no proxy shall be effective for more than 180 days following its issuance, unless granted to a lessee or mortgagee, in which case the proxy shall remain in force for such longer period as shall be designated therein. Every proxy shall be in writing, subscribed by the unit owner or by his duly authorized attorney, and shall be dated, but need not be sealed, witnessed or acknowledged; each proxy shall be presented at the meeting and be then deposited with the Secretary of the council of unit owners, the board, or the manager. All proxies shall be subject to the applicable requirements, if any, of the Condominium Act.

#### Section 6. Voting.

(a) Subject to paragraph (b) of this Section 6, at every meeting of the council of unit owners, every unit owner shall be entitled to cast the number of votes appurtenant to his unit, as determined under the provisions of the Declaration and registered in his name on the roster or books of the condominium



project on the date for the determination of voting rights at the meeting. Upon demand of twenty-five per cent (25%) of the unit owners present in person or by proxy, the votes for directors, or upon any question before a meeting, shall be by ballot; and except in cases in which it is by statute, by the Declaration, or by these Bylaws otherwise specifically provided, the vote of a majority of unit owners present and voting shall be necessary and sufficient to elect or pass any measure.

(b) Notwithstanding the foregoing, no unit owner shall be entitled to vote at any meeting of the council of unit owners after a statement of (condominium) lien has been recorded among the Land Records of Baltimore County, constituting a lien against his condominium unit, unless the amount necessary to release such lien has been paid at or before the time of the meeting.

Section 7. List of Unit Owners. The council of unit owners shall maintain a current roster of the names and addresses of each unit owner to whom notice of meetings of the council of unit owners and the board of directors shall be sent in accordance with the provisions of the Condominium Act and these Bylaws. Each unit owner shall furnish his name and current mailing address to the council of unit owners, and a unit owner may not vote at any meeting of the council of unit owners until he has furnished such information. Prior to each meeting of the council of unit owners, the Secretary thereof, the board of directors, or manager, shall prepare a full, true and complete list, in alphabetical order, of all unit owners entitled to vote at such meeting, indicating the number of votes to be cast by each, and shall be responsible for the production of such list at the meeting. The record date for determining the unit owners entitled to vote at any meeting of the council of unit owners shall be the date established in Section 3 of this Article III for determining the unit owners entitled to notice of such meetings.

Section 8. Order of Business. At all meetings of the council of unit owners, the order of business shall be, as far as applicable and practicable, as follows:

1. Organization and roll call.
2. Proof of notice of meeting or of waivers thereof. The Certificate of the Secretary of the council of unit owners, the board of directors, or the manager, or the affidavit of any other person who mailed the notice or caused the same to be mailed, shall be accepted as proof of service of notice by mail.
3. At any annual meeting, or at a meeting called for that purpose, reading of unapproved minutes of preceding meetings and action thereon.

4. Reports of the board of directors, officers, committees, and any manager employed by the council of unit owners or the board.

5. At an annual meeting, the election of directors and employment of a manager.

6. Unfinished business.

7. New business.

8. Adjournment.

Section 9 Informal Action. To the extent not inconsistent with the requirements of the Condominium Act regarding the manner of operation of the council of unit owners, any action required or permitted to be taken at any meeting of the council of unit owners may be taken without such meeting if a written consent to such action is signed by all unit owners (and by all mortgagees, if mortgagee consent is required for the taking of such action) and such written consent is filed with the minutes of the proceedings of the council of unit owners.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1. Number and Qualification. Subject to the right of the council of unit owners or the board of directors to employ a manager, as provided in Article VIII of these Bylaws, the affairs of the condominium project shall be managed by a board of directors (board) comprised of five (5) members (directors), each of whom shall be a unit owner, either in his own name, or as a joint tenant, tenant in common, tenant by the entirety, or co-partner, if his unit is held in a real property tenancy or partnership relationship, or shall be an officer or agent of a corporate unit owner. For each unit owned, there shall be no limit as to the number of tenants, co-partners, officers, or agents of the unit owner who may serve as directors at the same time. The number of directors fixed by these Bylaws may, by a vote of a majority of the unit owners present and voting, be increased to not exceeding seven (7), or decreased to not less than three (3).

Section 2. Powers. The board of directors shall have all rights and powers necessary to the administration of the affairs of the condominium project and may do and perform all matters, acts and things not expressly reserved to the council of unit owners. The powers of the board of directors shall include particularly, but not by way of limitation, the right to do the following:

(a) Supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the common elements; keep and maintain said elements in a clean, neat,



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

(b) Employ all personnel necessary or desirable for the maintenance, operation and management of the condominium project; and engage any attorneys to handle the legal affairs of said project, including collection of the common expenses due by any unit owner, and any accountant or accountants to handle and maintain the financial records of the property, including the preparation of any tax return or other form required to be filed with the Federal, State or local government.

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

(d) Impose reasonable charges for the preparation, copying and recordation of any documents related to the condominium project; and impose and collect charges and fines for the late payment of assessments and for violations of the Declaration, these Bylaws and the rules and regulations of the council of unit owners.

(e) Adopt reasonable rules and regulations, not inconsistent with the Declaration or Bylaws, for the care and preservation of the common elements, the comfort, health, safety and general welfare of the unit owners, and the efficient operation of the condominium project.

(f) Establish and maintain an accurate and efficient cash and accounting system, make collections and deposit of funds in such banks, trust companies, or other depositories as the board shall from time to time approve, verify and account for all receipts and expenditures involved in the operation of the condominium project, approve or disapprove all requisitions, bills, statements and vouchers, pay all costs and expenses

incurred in the operation and maintenance of the property, designate signatories to which bank or other accounts shall be subject, keep and preserve, at the principal office of the condominium project, rosters, books, accounts and records covering the operating of the property, and execute and file any statement, certificate, affidavit, return or other forms required to be filed with the Federal, State, or local government in connection with any income or unemployment, social security or employee benefit tax, or the withholding of any tax, or any information relative to the foregoing, and prepare and submit such account or accounts of the financial condition of the condominium project as may from time to time be required or advisable.

(g) Procure and maintain all policies of insurance required by these Bylaws, or by the council of unit owners, or otherwise deemed advisable; designate a trustee or trustees, or other person, firm or corporation as the nominal beneficiary of any policy, to hold proceeds payable thereunder for the use and benefit of the council of unit owners; negotiate and adjust any loss occurring under any policy of insurance; and make any repair, replacement or restoration of the property damaged or destroyed by fire or other casualty insured against.

(h) Prepare, with the assistance of an accountant, if deemed necessary, and file, all Federal, State and local income tax returns or other tax returns, declarations, and other forms required of the council of unit owners by law, and arrange for payment of any tax shown thereby to be due.

Notwithstanding the foregoing, the board of directors shall have no right or power to engage any personnel, or furnish any labor, material or service, designed solely for the personal comfort or convenience of the unit owners, i.e., parking, porter, door, maid or room services, or telephone switchboard or answering services.

Section 3. Election and Term of Office. The following persons shall serve as directors for a term commencing on the date of the creation of the condominium and ending at the first annual meeting of the council of unit owners: Thomas F. Zink, Jr., Timothy R. Hearn, John Puller, Herbert Shamblin and Jennifer Quigley. At the first annual meeting of the council of unit owners, five (5) directors shall be elected to succeed the directors named above. The term of office of two (2) such directors shall be fixed at three (3) years, the term of office of two (2) such directors shall be fixed at two (2) years, and the term of office of the remaining director shall be fixed at one (1) year. At any succeeding annual meeting of the council of unit owners, additional directors shall be elected if required under the provisions of



Section 1 of this Article IV. The term of any such additional director shall be fixed at two (2) years. At the expiration of the initial term (not including any term of office commencing on the date of the creation of the condominium) or other term of office of each director, his successor shall be elected at the annual meeting of the council of unit owners to serve for a term of two (2) years. Each director specifically named in this Section 3 or elected as provided in Section 3 or Section 4 of this Article IV (a) may, if reelected, succeed himself, and (b) shall hold office until his successor shall have been elected and qualified, or until he shall die or resign, or shall have been removed, or shall cease to qualify.

Section 4. Vacancies. If any director shall die or resign, or shall cease to qualify for directorship under Section 1 of Article IV of these Bylaws, or if the council of unit owners shall remove any director without appointing another in his place, a majority of the remaining directors, although such majority is less than a quorum, may elect a successor to hold office for the unexpired portion of the term of the director whose place shall become vacant and until his successor shall have been duly chosen and qualified. Vacancies in the board of directors created by an increase in the number of directors may be filled by the vote of a majority of the board as constituted prior to such increase, and directors so elected to fill such vacancies shall hold office until the next succeeding annual meeting of the council of unit owners and, thereafter, until their successors shall be elected and qualified.

Section 5. Removal. At any annual meeting of the council of unit owners, or at any special meeting of the unit owners called for that purpose, any director may, by a majority of the unit owners, be removed from office, with or without cause, and another may be appointed in the place of the person so removed to serve for the remainder of his term. Removal of any director under the provisions of this Section shall, ipso facto, terminate the right of such director to hold any executive office of the condominium project.

Section 6. Regular and Special Meetings. Within seven (7) days after the annual meeting of the council of unit owners, the board of directors shall meet at such time and place as shall be fixed by the unit owners at said annual meeting, in which case no notice to the directors shall be necessary, or if no time and place was fixed for such meeting at the annual meeting of the council of unit owners, the the board shall meet within seven days following the day of such annual meeting, at such time, date and place, within the State of Maryland, as may be fixed by a majority of the directors. In addition to the foregoing first meeting, regular meetings of the board of directors shall be held at such other time and place as may be fixed from time to time by a majority of the directors, but at least two (2) such

meetings shall be held within each fiscal year of the condominium project. Special meetings of the board of directors may be called by the President or by a majority of the directors either in person or by vote. Notice of the place, day and hour of every regular and special meeting shall be given to each director (a) in writing, either mailed to him, postage prepaid, not later than the third day before the day set for the meeting, or delivered to him personally not later than the second day before the date set for the meeting, or (b) by telegraph or telephone not later than the day before the date set for the meeting. No notice of the time or place of the meeting need be given to any member who in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice, or, in fact, attends the meeting. All regular and special meetings of the board of directors shall be held in compliance with all applicable requirements of the Condominium Act.

Section 7. Quorum. A majority of the board of directors shall be necessary and sufficient to constitute a quorum for the transaction of business at every meeting of the board, but if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period of over ten (10) days at any one time, without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which may have been transacted at the meeting as originally notified. Except as otherwise provided herein, all questions shall be decided by a majority of the board of directors present. On request of any director the yeas and nays shall be taken and entered on the minutes.

Section 8. Informal Action. To the extent not inconsistent with the requirements of the Condominium Act regarding the manner of operation of the board of directors, any action 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 is signed by all the directors and such written consent is filed with the minutes of the proceedings of the board of directors.

Section 9. Compensation. No director, as such, shall receive any compensation for his services, but, by resolution of the council of unit owners, a fixed sum, not in excess of Ten Dollars (\$10.00) per year, may be allowed for attendance at the regular and special meetings of the board of directors.

Section 10. Fidelity Bonds. The council of unit owners shall maintain blanket fidelity bonds for all officers, directors and employees of the council of unit owners and all other persons handling, or responsible for, funds of, or



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administered by, the council of unit owners. If a manager has the responsibility for handling or administering funds of the council of unit owners, the manager shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the council of unit owners. Such fidelity bonds shall name the council of unit owners as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the council of unit owners or the manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to one hundred and fifty percent (150%) of the sum of (a) the estimated annual operating expenses, and (b) all amounts then held in reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the manager, shall be paid by the council of unit owners as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the council of unit owners or insurance trustee, if any. So long as the Federal National Mortgage Association ("FNMA") shall hold a first mortgage on any unit, such bonds shall also provide that the FNMA Servicer, on behalf of FNMA, must receive such notice of cancellation or modification.

#### ARTICLE V NOMINATIONS OF DIRECTORS

Section 1. Nominating Committee. On or before September 1 of each year, the board of directors may appoint a nominating committee, comprised of five (5) members, and, if such committee is so appointed, the board shall promptly notify the Secretary of the council of unit owners, in writing, of the names of the committee members. This nominating committee shall, at least thirty (30) days prior to the annual meeting of the council of unit owners, nominate not less than such number of candidates for membership on the board as may be required to be filled through election at such annual meeting, and forthwith submit its nominations to the Secretary of the council of unit owners. The decision of a majority of the members of the nominating committee shall be reported as the decision of the nominating committee.

Section 2. Other Nominations. In addition to the nominations, if any, made by the nominating committee for membership on the board of directors, as aforesaid, nominations may be made by any unit owner at or prior to any annual meeting of the council of unit owners. Each nomination made prior to

the annual meeting shall be submitted in writing to the Secretary of the council of unit owners.

Section 3. Election Materials. All election materials, if any, distributed by the council of unit owners at or prior to any annual meeting at which directors are elected shall comply with the applicable requirements, if any, of the Condominium Act.

## ARTICLE VI OFFICERS

Section 1. Executive Officers. The executive officers of the council of unit owners, sometimes called "association", shall be a president, a vice president, a secretary and a treasurer, or, if there be less than four (4) members of the board of directors, then a secretary-treasurer, instead of a secretary and a treasurer, each of whom shall be a member of the board of directors, and such other officers as the board from time to time considers necessary for the proper conduct of the affairs of the association. The executive officers shall be elected every other year by the board of directors at its first meeting following the annual meeting of the council of unit owners. Each such officer shall hold office for a term of two (2) years, and thereafter, until his successor is elected and qualified, or until his death, disqualification, resignation or removal. The power and duties of the executive officers of the association shall be subject to the powers of any manager employed by the council of unit owners or the board of directors, to the extent set forth in the contract of employment of such manager.

Section 2. President. The President shall be the chief executive officer of the association. He shall, when present, preside at all meetings of the council of unit owners and board of directors; he shall have the power of general management and direction of the affairs of the association, subject to the control of the board of directors. He shall, in general, have the right to perform all acts incident to his office or which may be prescribed by the board. He shall also annually prepare or cause to be prepared a full and true statement of the affairs of the association, which shall be submitted at the annual meeting of the council of unit owners, and shall be filed within ten (10) days thereafter with the records of the association.

Section 3. Vice President. In the absence, inability or disqualification of the President, the Vice President shall have the right to perform all acts incident to the office of the President, and when so acting shall have all the powers of the President of the association.

Section 4. Secretary or Secretary-Treasurer. The Secretary or Secretary-Treasurer shall keep or cause to be kept the



minutes of the meetings of the council of unit owners and of the board of directors in books provided for the purpose and shall count and record votes at all such meetings; he shall see that all notices are duly given in accordance with the provisions of the Bylaws; he shall be the custodian of the records of the association; and, in general, he shall have the right to perform all acts ordinarily incident to the office of a secretary, and such other acts as, from time to time, may be assigned to him by the board of directors, or by the President.

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

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

Section 7. Subordinate Officers. The board of directors may elect such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and shall have such authority and perform such duties as the board may prescribe. The board of directors may, from time to time, authorize any officer to appoint subordinate officers and to prescribe the powers and duties thereof.

Section 8. Delegation of Duties. In the absence, inability or disqualification of any officer, other than the President, the duties of such officer shall be discharged by his assistant or associate officer, if any there be, or, no other arrangements having been made for the performance of such duties, the President may delegate the powers and duties of such officer to another officer or director or may appoint some other person to

act in the stead of such officer until his place shall be filled by the board of directors.

Section 9. Compensation. Each officer of the council of unit owners shall receive the sum of Five Dollars (~~45~~.00) per year as a salary or compensation for his services as such officer. Any manager, however, its agents, servants or employees, performing any duty of any officer of the condominium project shall be compensated for such performance or services at the common expense of the unit owners.

Section 10. Removal. The board of directors shall have power at any regular or special meeting to remove any officer, with or without cause, and such action shall be conclusive on the officer so removed. The board may authorize any officer to remove subordinate officers.

Section 11. Vacancies. The board of directors at any regular or special meeting shall have power to fill a vacancy occurring in any office for any unexpired portion of the term.

Section 12. Contracts, Agreements and Other Instruments. No deed, mortgage, bond, bill of sale, assignment, contract, agreement, or any other instrument or document, including any check, bill of exchange and promissory note, intended to bind the council of unit owners, shall be valid or binding unless signed by any two officers of the association, one of whom shall be the President or Vice President, or by the manager of the of the condominium project.

#### ARTICLE VII LIMITED LIABILITY AND INDEMNITY OF OFFICERS AND DIRECTORS

Section 1. No officer or director of the council of unit owners shall be liable to any unit owner for any mistake in judgment, negligence or otherwise, unless attributable to willful misconduct or had faith.

Section 2. The council of unit owners shall indemnify any individual who (a) is a present or former director or officer of the council of unit owners or (b) serves or has served another association, corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director or officer, or as a partner or trustee of such partnership or employee benefit plan, at the request of the council of unit owners, and who by reason of service in that capacity was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted under the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. The council of unit owners may, with the approval of its Board of Directors,



provide such indemnification for any employee or agent of the council of unit owners.

Section 3. The responsibility or liability of any unit owner to any third party for injuries arising in connection with the common elements or for liabilities incurred by the council of unit owners, or to any officer or director of the council of unit owners under any indemnity to the officers or directors, shall not exceed such proportion of the total liability as shall equal the percentage interest of such unit owner in the common elements (his percentage interest factor). Further, each agreement made by the officers of the council of unit owners or by the board of directors on behalf of the council of unit owners shall provide that such officers and the board are acting solely as agent for the council of unit owners and that the responsibility or liability of each unit owner upon said agreement shall not exceed such proportion of the total liability under the contract as shall equal the percentage interest of such unit owner in the common elements (his percentage interest factor).

#### ARTICLE VIII MANAGER

The council of unit owners or the board of directors, on behalf of the unit owners, may employ a manager to administer or supervise the condominium project, and delegate to such manager all rights, duties, and powers conferred upon the board under these Bylaws, so that the manager shall thereupon have all the rights, duties and powers of the board necessary to the administration of the affairs of the condominium project and to do and perform all matters, acts and things not expressly reserved to the council of unit owners, provided, however, that no assessment or levy of any common expense, and no adoption or amendment of any rule or regulation for the condominium project, shall take effect until approved by the board of directors, or if there be no board, by the council of unit owners, and, provided further, that any agreement for management of the condominium project shall be subject to the following: (i) no management contract shall exceed a term of three years; (ii) each such contract shall provide that same may be terminated for cause on not more than thirty days' written notice, (iii) each such contract shall be renewable only upon mutual consent of the board of directors (or if there be no board, by the council of unit owners) and (iv) each such contract to which the council of unit owners is a party entered into between the date the property subject to the condominium regime was granted to the developer and the date on which the units have been granted by the developer to unit owners having a majority of votes in the council of unit owners may be terminated by a majority vote of the council of unit owners without liability for the termination. Further, any and all duties of any officer of the council of unit owners, including the President, may be delegated to the manager. Upon the employment of a manager by the council of unit owners, or by the

board of directors, as aforesaid, then the rights, duties and powers conferred upon the board and upon the executive officers of the council of unit owners under these Bylaws shall be subject to the rights, duties and powers of the manager, to the extent set forth in its contract of employment. The fee or other compensation payable to the manager, including reimbursement of any cost or expenses advanced or incurred by the manager for or on account of the council of unit owners, or the condominium project, shall be deemed a common expense.

#### ARTICLE IX COMMON EXPENSES

Section 1. Assessments. The fiscal year of the council of unit owners shall consist of twelve (12) calendar months, commencing on January 1; except that the first fiscal year shall commence on the earlier of (a) a date to be determined by the board of directors, or (b) the sixtieth (60th) day following the first conveyance by the Developer of legal title to any unit in the condominium to any other person or entity, and shall end on December 31, 1987. Not later than thirty (30) days prior to the commencement of each fiscal year, beginning with the 1988 fiscal year, the board of directors shall estimate the total common expenses required for the operation and maintenance of the condominium during the ensuing year, including particularly, but not by way of limitation, all sums required to provide labor, materials, services, utilities and insurance for the operation, maintenance and care of the property and the conveniences deemed desirable to the use and enjoyment thereof, together with a reasonable amount deemed necessary by the board of directors as an operating reserve for contingencies and an adequate reserve for the painting, repair and replacement of the common elements, and within ten (10) days thereafter, shall notify each unit owner, in writing, of the aggregate estimated common expenses for the coming fiscal year and such unit owner's proportionate share thereof, based on his percentage interest factor. On or about the fifteenth (15th) day prior to the commencement of the fiscal year, the board shall finally determine and assess the common expenses, and formally levy against each unit owner his share thereof, in accordance with his percentage interest factor, by noting the assessment and levy on the books of the council of unit owners and submitting a written billing to the unit owner for the sum due by him. The failure or delay of the board of directors to prepare an estimate or determine the common expenses of any year, or notify any unit owner of the total common expenses of the council of unit owners, or of such unit owner's proportionate share of the common expenses, shall not in any manner constitute a waiver or release of the unit owner's obligation to pay his share of the common expenses whenever the same may be determined or assessed. Each common expense budget adopted by the board of directors is subject to the applicable requirements, if any, of the Condominium Act. In the absence of an annual determination of the common expenses or a formal assessment against the unit owners, each unit owner shall continue to pay the monthly installments due by him during



the last fiscal year in which an assessment or levy had been made, all subject to acceleration or modification by the board of directors.

Section 2. Working Capital and Reserve Funds.

(a) The board of directors shall establish and maintain a working capital fund, a reasonable operating reserve fund and a reasonable repair and replacement reserve fund. Such working capital and reserves shall be deposited in a special account, but may be invested in (i) obligations fully guaranteed as to principal by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation or the State of Maryland Deposit Insurance Fund Corporation, or any successor thereof, and/or (ii) money market funds distributed by New York Stock Exchange member firms.

(b) The working capital fund shall be used to provide the cash needed to pay the start-up costs incurred by the council of unit owners during the first four (4) full calendar months of operation of each stage of the condominium. The working capital fund shall be used as a supplement to, rather than as a substitute for, the annual assessment reflected in the annual budget. The working capital fee for each unit in each stage shall equal two monthly installments of the first annual assessment of common expenses levied against such unit. This working capital fee shall be charged only once with respect to each unit, and shall be in addition to, and not a prepayment of, the first two full monthly installments each unit owner is required to pay on account of the annual assessment. The working capital fee payable with respect to each unit shall become due on the date the Developer transfers legal title to such unit to any other person or entity, and shall be payable to the council of unit owners by the transferee, unless the Developer already shall have paid the fee for that unit to the council, in which event, the transferee shall reimburse the Developer for the fee. If any money remains in the working capital fund after the first four (4) full calendar months of operation of any particular stage of the condominium, the board of directors shall, at an open meeting held in accordance with the applicable requirements, if any, of the Condominium Act, determine how to use the unexpended balance of the working capital fees paid with respect to the units in such stage.

(c) The operating reserve fund shall be used to defray extraordinary expenditures not originally included in the annual determination of common expenses, provided, however, that such reserves may be used for such other purposes as are approved by a majority vote of the unit owners at any annual or special meeting of the council of unit owners.

(d) The repair and replacement reserve fund shall be used for the painting, repair and replacement of the common elements for which the council of unit owners is responsible, provided,

however, that such reserve may be used for such other purposes as are approved (i) by unit owners having at least sixty-six and two-thirds percent ( $66 \frac{2}{3}\%$ ) of the total number of votes appurtenant to all units, and (ii) by a majority vote of the eligible mortgagees (as such term is defined in Article I of the Declaration) provided that each such eligible mortgagee shall have the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages.

(e) All funds assessed for payment into, or otherwise credited to, the working capital fund, the operating reserve fund or the repair and replacement reserve fund shall be deemed contributions to the capital of the association made or to be made by the unit owners, and same shall be shown on the balance sheet and other financial records of the council of unit owners as "paid-in-surplus", or its equivalent, to the end and intent that none of the reserve funds received or retained by the association shall be considered as income for tax purposes.

Section 3. Additional Assessments. If the board of directors at any time determines that the common expenses assessed under the provisions of Section 1, or the reserve funds established and maintained under Section 2, of this Article IX, are inadequate, or that additional funds are otherwise required for the operation and maintenance of the condominium, it may, subject to the applicable requirements, if any, of the Condominium Act, assess such further sums, as common expenses, as it may deem necessary and levy the same against each unit owner in accordance with his percentage interest factor.

Section 4. Payment of Common Expenses. Each unit owner shall be obligated to pay to the board of directors, or its designee, the common expenses levied against him by the board of directors under the provisions of Section 1 or Section 3 of this Article IX, or otherwise, as follows:

(a) The annual assessment levied under the provisions of Section 1 of this Article IX shall be paid in twelve (12) equal successive monthly installments, each installment to be equal to one-twelfth ( $1/12$ ) of the annual assessment, commencing on the first day of the first month of the fiscal year for which levied, and continuing on the first day of each and every succeeding month thereafter until fully paid; provided, however, that (i) the first annual assessment shall be paid in such number of equal or unequal monthly installments as the board of directors shall determine, (ii) the first annual assessment shall not begin to accrue until the first day of the first fiscal year, and (iii) no annual assessment shall begin to accrue with respect to units in any subsequent stage until the date said subsequent stage is added to the condominium, and the first monthly installment payable with respect to each unit in said subsequent stage shall be prorated to said date; and further provided, however, that upon default in the payment of any installment of an annual assessment on its due date, the



entire unpaid principal balance thereof may, at the option of the board of directors, be accelerated, subject to the procedural requirements, if any, imposed by law, so that said entire assessment shall forthwith be due and payable.

(b) Any additional assessment levied under the provisions of Section 3 of this Article IX, or otherwise, shall be due and payable fifteen (15) days after the date of levy of such assessment and notice thereof to the unit owners, or at such other time or times as may be provided by the board of directors in making the assessment, and further provided that if such assessment is payable in installments, then upon default in the payment of any such installment on its due date, the entire unpaid principal balance thereof may, at the option of the board of directors, be accelerated, subject to the procedural requirements, if any, imposed by law, so that said entire assessment shall forthwith be due and payable.

#### Section 5. Other Charges and Fines.

(a) Any charge or fine imposed by the board of directors under subparagraph (d) of Section 2 of Article IV of these Bylaws shall be due and payable fifteen (15) days after the date of imposition and notice thereof to the unit owner or at such other time or times as may be provided by the board of directors in imposing the charge or fine, and such charge or fine shall be considered an assessment for the purposes of this Article IX and, to the extent permitted by law, shall be enforceable in accordance herewith.

(b) There shall be imposed on any delinquent assessment or installment, a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days.

#### Section 6. Assessment Lien.

(a) Any unpaid assessment levied against any unit owner under any of the provisions of this Article IX, together with interest thereon at the lesser of (i) eighteen percent (18%) per annum or (ii) the highest rate allowed by law, late charges, actual costs of collection, and reasonable attorney's fees, shall constitute a lien against the condominium unit of such unit owner, if a statement of condominium lien is recorded within two years after the date the assessment becomes due. Such lien shall be effective against the unit from and after the time a statement of condominium lien (setting forth the description of the unit, the name of the unit owner, and the amount and period for which due) is signed and verified by the

President or Vice President of the council of unit owners, or by the manager, as the agent of such association, and recorded among the Land Records of Baltimore County. Such statement of condominium lien shall be sufficient for the purposes hereof, if same is in substantially the following form:

STATEMENT OF CONDOMINIUM LIEN

THIS IS TO CERTIFY that ( insert name of unit owner, as same appears from Land Records of Baltimore County ), owner of the unit known as ( insert unit number and street address of the unit against which the lien is to be effected, as said unit number and street address are designated on the condominium plat ), in Satyr Green Garden Condominium, is indebted to the council of unit owners in the amount of ( insert amount of all unpaid assessments levied against owner of unit involved ) as of ( insert month, day and year as of which sum due ) for his proportionate share of common expenses of the council of unit owners for the period beginning on ( insert date ), and ending on ( insert date ), plus interest thereon at the rate of ( insert the applicable interest rate ), a late charge of ( insert amount of late charges ), costs of collection, and reasonable attorney's fees.

COUNCIL OF UNIT OWNERS OF SATYR  
GREEN GARDEN CONDOMINIUM

By \_\_\_\_\_  
Officer's Title (or Agent)  
Address  
Telephone Number

I hereby affirm under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Officer (or Agent)

(b) So long as the Maryland Contract Lien Act, as amended from time to time, or any successor statute providing a procedure for the creation of liens for condominium assessments, remains in effect, (i) the creation of such liens by the council of unit owners shall be governed by the Maryland Contract Lien



Act or such successor statute, and (ii) the provisions of Paragraph (a) of this Section 6 shall have no effect.

Section 7. Collection of Common Expenses and Other Charges.

(a) If there be any default in payment of the common expenses, other charges or fines, in the manner and at the time or times provided therefor in Sections 4 and 5 of this Article IX, and same shall continue for a period of fifteen days, the council of unit owners shall have the immediate right: (i) to institute suit for collection of the sum due, with interest thereon at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, accounting from the date of default; and (ii) to record a statement of (condominium) lien against the unit of the defaulting unit owner, and proceed forthwith, or at any time after recordation of the statement, to enforce the same through sale, foreclosure, or otherwise, all as permitted under the Condominium Act and the Maryland Contract Lien Act (or any successor statute), as applicable. By the acceptance of any title to, or ownership of, his condominium unit, the unit owner shall be deemed to have expressly: (i) authorized enforcement and foreclosure of the lien of the statement of (condominium) lien by the council of unit owners, in the same manner, and subject to the same requirements, as the foreclosure of mortgages on real property in this State, containing a power of sale or an assent to a decree, or both; (ii) assented to the passage of a decree for the sale of his condominium unit after the continuance of his default, following recordation of the statement of (condominium) lien; and (iii) covenanted, agreed and declared that, after the continuance of his default following recordation of the statement of (condominium) lien, the then President of the council of unit owners, acting as agent of the unit owners and the natural person authorized to exercise the power of sale on their behalf, shall have the absolute power, right and privilege to sell his condominium unit in accordance with the Public General Laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such Laws and Rules are from time to time amended and supplemented; provided, however, that no action may be brought to enforce the lien except after ten days' written notice to the defaulting unit owner, given by certified or registered mail, return receipt requested, at the address of the unit owner shown on the roster or books of the council of unit owners.

(b) Upon any sale hereunder of a condominium unit of a defaulting unit owner, the proceeds shall be applied as follows: first, to the payment of expenses incident to such sale, including a commission to the party making the sale; second, to the payment of the cost of any painting, papering, redecorating, floor finishing, repair or replacement which the board of directors deemed necessary or advisable to render the

unit marketable; third, to the payment of all claims of the board of directors or the council of unit owners against the defaulting unit owner, whether the same shall have matured or not; and fourth, the surplus, if any, to said defaulting unit owner, or to whomever may be entitled to the same. It is expressly understood that, at any such sale, the council of unit owners may be a purchaser of the condominium unit, free and clear of any right or equity of redemption of the defaulting unit owner, such right and equity being deemed expressly waived and released.

(c) The council of unit owners shall have the right both to institute suit for collection of the unpaid assessment and to enforce the lien of such assessment against the condominium unit of the defaulting unit owner, provided there be but one satisfaction of the claim. Further, the board of directors shall have the absolute right to suspend the voting rights of any defaulting unit owner at any meeting of the council of unit owners, following recordation of any statement of (condominium) lien against his unit, which suspension shall remain in full force and effect until the amount necessary to satisfy and release the lien has been paid.

Section 9. No Limitation of Remedies. The foregoing enumeration of the rights of the council of unit owners and board of directors is made in furtherance, and not in limitation of the rights and remedies conferred by law upon the council of unit owners, or the board of directors, to collect the common expenses or enforce any lien against the unit of a defaulting unit owner, and is not intended, by mention of any particular right or remedy, to limit or restrict the council of unit owners or the board, which shall have all powers and rights necessary or convenient for collection of the common expenses.

#### ARTICLE X BOOKS AND RECORDS

The board of directors shall keep the books of the council of unit owners, with detailed accounts in chronological order, noting all receipts and expenditures affecting the property and its administration, and specifying the maintenance and repair expenses of the common elements and any other expenses incurred. A separate account shall be maintained for each condominium unit, showing the amount of each assessment of common expenses against such unit, the date or dates same may be due, the amount paid thereon, and the unpaid balance thereof. Upon any sale or other transfer of a unit, the new unit owner or his agent shall provide to the council of unit owners, to the extent available, the name and forwarding address of the prior unit owner, the name and address of the new unit owner, the date of settlement, and the proportionate amounts of any outstanding condominium fees or assessments assumed by each of the parties



to the transaction, and all such information shall be recorded in the assessment account which is maintained for such Unit. The books, together with all bills, statements and vouchers accrediting the entries made thereupon, all other records kept by the board, and copies of the Declaration, condominium plat, Bylaws and rules and regulations, including all amendments thereto, shall be available for examination and copying by any unit owner and any holder, insurer or guarantor of a mortgage on any unit, and the duly authorized agents or attorneys of such unit owner, holder, insurer or guarantor, during normal business hours, and after reasonable notice. All books and records of the council of unit owners shall be kept in accordance with good accounting practices, on a consistent basis, and an outside audit shall be made at least once a year. The cost of such audit shall be a common expense. A written report summarizing all receipts and expenditures of the council of unit owners shall be rendered semi-annually by the board of directors to the unit owners. Promptly after the close of each fiscal year, an annual report of the receipts and expenditures of the council of unit owners, certified by an independent accountant, shall be rendered by the board of directors free of charge to each unit owner, and to any holder, insurer or guarantor of a mortgage on any unit within a reasonable time after receipt of a written request therefor from such holder, insurer or guarantor. In addition to keeping the foregoing financial books and records, the board of directors shall keep detailed records of its actions, minutes of its meetings and minutes of meetings of the council of unit owners.

#### ARTICLE XI INSURANCE

Section 1. Protective Policies. Except to the extent that the Condominium Act requires otherwise, the board of directors shall procure and maintain, in the name of the council of unit owners, or the name of the manager or other designee, as agent or trustee for the benefit of the unit owners and the council of unit owners, who shall be deemed the parties insured, policies of insurance in stock insurance companies which are (i) licensed to do business in the State of Maryland and (ii) are customarily acceptable to mortgage lenders in the Baltimore metropolitan area, to the extent reasonably obtainable, as follows:

(a) A blanket property policy covering (i) all common elements, except land, foundations, excavations and other items normally excluded from coverage, (ii) all structural components (including, but not limited to, walls, floors and ceilings) of the units, (iii) all appliances installed by the Developer as standard equipment in each unit, such as the standard disposal, dishwasher, range, range hood and water heater, and replacements of like kind and quality, (iv) cabinets, carpets and other floor coverings installed by the Developer as standard cabinets and

floor coverings in each unit, and replacements of like kind and quality, (v) interior paint and wall paper applied by the Developer as standard wall finishing, and replacements of like kind and quality, and (vi) all building service equipment and supplies and other personal property belonging to the council of unit owners. Such policy shall not cover (i) any increase in the replacement cost of a unit or limited common element resulting from the installation by the Developer of an improvement or fixture not common to comparable units or limited common elements within the condominium, and (ii) any improvement, fixture or personal property made or attached to, or brought within, a unit or limited common element by a unit owner, the insurance for these items being the responsibility of the respective unit owners. The blanket policy shall insure against those risks of direct physical loss commonly insured against, including, without limitation, fire, lightning, hail, explosion, riot, civil commotion, aircraft, vehicle, falling object, smoke, malicious mischief, vandalism, and collapse through weight of snow, ice, sleet or water and other perils normally covered by the standard extended coverage endorsement, and shall be in an amount equal to 100% of the current replacement cost of the insured property. If any insurable improvements within the condominium are located within an area in which the purchase of flood insurance is required as a condition for federal or federally related financial assistance, the board of directors shall also obtain blanket insurance against flood loss in an amount not less than the lesser of the maximum coverage available for the property under the National Flood Insurance Program, or 100% of the current replacement cost of all buildings and other insurable common elements located in the flood hazard area. So long as FNMA or the Federal Home Loan Mortgage Corporation (FHLMC) holds a mortgage on any unit in the condominium, each such blanket policy (i) shall include, to the extent required by such holder, an all-risk endorsement, an agreed amount endorsement, an inflation guard endorsement, a demolition cost endorsement, a contingent liability from operation of building laws endorsement, an increased cost of construction endorsement, a steam boiler and machinery coverage endorsement, and such other endorsements as such holder customarily requires, and (ii) shall comply with any other requirements (including, but not limited to, requirements as to deductible amounts) customarily imposed by such holder with respect to blanket property or flood insurance policies of condominium projects. In lieu of the foregoing insurance, the board of directors may procure and maintain such other insurance against loss, damage or destruction of the common elements and the condominium units as shall give substantially equal or greater protection to the unit owners and mortgagees, as their interests may appear.

(b) Such insurance as the board of directors may deem advisable with respect to the machinery, equipment and other



fixtures and appliances forming part of any unit or common element, including boiler insurance, if required, on the heating and air-conditioning fixtures and facilities serving any unit or other improvement of the condominium.

(c) Such insurance as will protect the council of unit owners, and each unit owner, from claims under workmen's compensation acts and other employee benefit acts.

(d) Such insurance as will protect the council of unit owners, the board of directors, officers of the association, the manager, and each unit owner, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to property, any or all of which may arise out of or result from ownership of any interest in the condominium or the management or operation of said condominium, or because of any injury or damage sustained on or attributable to the property, including the ownership, maintenance or use of parking areas, driveways, alleys and sidewalks, on or abutting the property. It is intended that the insurance described in this subparagraph be: Officers' and directors' liability insurance; and a comprehensive general liability policy endorsed to protect each unit owner and the council of unit owners against all liability arising out of or otherwise attributable to the property, including operation of the premises and parking areas thereon, products liability, liability attributable to work or other acts of an independent contractor, or let or sublet work, landlord-tenant liability, contractual and all written contract liability, and, if applicable, employer's liability and comprehensive automobile liability. Further, the insurance shall cover the liability of one or more unit owners as parties insured to one or more of the remaining unit owners, though also parties insured. Such public liability insurance shall be in the amount of at least \$1,000,000 for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(e) In all events, each policy of insurance procured under this Section 1 of Article XI shall contain (i) all provisions required by state law, (ii) a waiver of the insurer's subrogation rights against each unit owner, and (iii) a waiver of any defense maintainable by the insurer by reason of any coinsurance provision of any policy or by reason of any act or neglect of any unit owner, whether before or after the loss, damage or destruction may occur, and shall provide for the recognition of any insurance trust agreement to which the council of unit owners is a party. Certificates of insurance pertaining to each such policy shall be issued to the council of unit owners, and to each unit owner and mortgagee requesting the

same. No such policy of insurance shall be cancelled or substantially modified until at least thirty (30) days after notice thereof has been mailed to the council of unit owners and each unit owner, and to each mortgagee to whom a certificate of insurance has been issued. Further, each policy of insurance shall provide that any unit owner in his own right may procure other insurance, fire, casualty, liability or otherwise, and that such other insurance shall in no wise serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer.

(f) The exclusive authority to adjust losses under each policy of insurance procured under subparagraphs (a) and (b) of this Section 1 shall be vested in the council of unit owners (which may delegate such authority to the board of directors), and each such policy shall so provide. The insurance proceeds for such loss shall be payable to any insurance trustee designated for that purpose or otherwise to the council of unit owners, and not to any mortgagee. Each such policy shall contain a standard mortgagee clause, however, and the insurance trustee or the council of unit owners shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear.

(g) Each unit owner shall furnish such information and execute such application forms as may be required of him in order to procure and maintain any policies of insurance provided for by this Section 1 of Article XI. Additionally, each unit owner shall notify the board of any addition, alteration or improvement made in or to his unit, so that the board may procure other or additional insurance on account of same, if deemed necessary or advisable.

(h) The council of unit owners shall maintain and make available for inspection and copying by each unit owner and mortgagee, and the agents of each, and by the contract purchaser of each unit and anyone to whom such contract purchaser has applied for a loan secured by a mortgage on such unit, and the agents of each, all insurance policies maintained by the council of unit owners.

(i) Nothing provided in this Article XI shall prejudice the right of any unit owner to insure his condominium unit on his account and for his own benefit; or to insure himself against liability to others. If the unit owner, however, shall procure fire or other casualty insurance covering his condominium unit or his interest in the condominium, he shall file with the board of directors a duplicate of the insurance policy.

Section 2. Disbursement of Insurance Proceeds. The proceeds of any fire or casualty insurance policy procured under subparagraphs (a) or (b) of Section 1 of this Article XI shall



be applied or disbursed in the following manner, except to the extent that the Condominium Act requires otherwise:

(a) Any portion of the condominium damaged or destroyed shall, to the extent covered by said blanket policy, be repaired or replaced promptly by the council of unit owners substantially in accordance with the architectural, mechanical and other drawings described in Paragraph (c) of Article I of the Declaration, unless:

(i) The condominium regime is terminated;

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

(iii) Unit owners having at least eighty percent (80%) of the total number of votes appurtenant to all units, including the owner of each unit which will not be rebuilt and each unit owner having the right to use any limited common element which will not be rebuilt, vote not to rebuild.

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

(c) Unless the condominium regime is terminated, if any portion of the condominium which is damaged or destroyed is not repaired or replaced, the insurance proceeds attributable to the portion which is not rebuilt shall be disbursed as follows:

(i) The insurance proceeds attributable to the damaged or destroyed general common elements which are not rebuilt shall be used to restore the damaged or destroyed portion of the condominium which is not rebuilt to a condition compatible with the remainder of the condominium.

(ii) The insurance proceeds attributable to the damaged or destroyed units and limited common elements which are not rebuilt shall be distributed to the owners of those units and to the unit owners having the right to use those limited common elements; and

(iii) The remainder of the proceeds shall be distributed to all the unit owners in proportion to their respective percentage interests in the common elements.

Each unit owner's share of the insurance proceeds shall thereafter be distributed in accordance with the priority of interests in such unit, to the end and intent that all mortgages and other liens on such unit shall first be paid out of the proceeds payable to such unit owner, all in the order in which same appear.

h  
BYLAWS  
OF  
SATYR GREEN GARDEN CONDOMINIUM  
Dated: May 5, 1987

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ARTICLE I  
ADMINISTRATION

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Section 1. Form of Administration. The condominium project, known as Satyr Green Garden Condominium, located on the west side of Lowell Ridge Road in Baltimore County, Maryland, has been subjected to the provisions of the Condominium Act of the State of Maryland, and a condominium regime has been established therefor, by the Declaration to which these Bylaws are attached. The affairs of the condominium shall be governed by the council of unit owners, an unincorporated legal entity comprised of all the unit owners, acting through its board of directors, elected or appointed for the purpose of carrying out the responsibilities of said council of unit owners, all in the manner and to the extent hereinafter provided, and subject to the right and power of the council of unit owners, or the board of directors, to employ a manager to administer and supervise the condominium project.

Section 2. Applicability of Bylaws. The terms, conditions, provisions and restrictions of these Bylaws are applicable to the condominium project and to the use, occupancy, benefit and enjoyment thereof, and shall inure to the benefit of the unit owners and be binding upon said unit owners, their tenants, guests and other invitees, the agents, servants and employees of such unit owners, tenants, guests and invitees, and any other person, firm or corporation using any facility of the property. The acceptance of any deed, lease, contract or other paper covering any interest in a condominium unit, or the use, occupancy, benefit or enjoyment of such unit, without further act, shall signify that the Bylaws of the condominium are approved and ratified and that the person accepting the deed, lease, contract or other paper, or using, occupying, or otherwise enjoying any unit shall comply with the terms, conditions, provisions and restrictions of the Bylaws.

Section 3. Mailing Address. The mailing address of the council of unit owners shall be Council of Unit Owners of Satyr Green Garden Condominium, c/o Wallace H. Campbell & Company, Inc., Attention: R. Bruce Campbell, C.P.M., 1701 Meridene Drive, Baltimore, Maryland 21239, or at such other address as the council of unit owners, board of directors or manager may from time to time designate by written notice to the unit owners and the mortgagees.

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ARTICLE II  
COUNCIL OF UNIT OWNERS

The rights and powers of the council of unit owners are as follows:

- (a) To have perpetual existence subject to the right of the unit owners to terminate the condominium regime, as provided in the Condominium Act or in the Declaration;
- (b) To adopt and amend reasonable rules and regulations;
- (c) To adopt and amend budgets for revenues, expenditures and reserves, and collect assessments for common expenses from unit owners;
- (d) To sue and be sued, and complain and defend, in any court;
- (e) To transact its business, carry on its operations and exercise the powers provided in the Condominium Act, in any state, territory, district or possession of the United States, and in any foreign country.
- (f) To make contracts and guarantees, incur liabilities, borrow money, and to sell, mortgage, lease, pledge, exchange, convey, transfer and otherwise dispose of any part of its property and assets;
- (g) To issue bonds, notes and other obligations, and secure the same by mortgage or deed of trust, on any part of its property, franchises and income;
- (h) To acquire by purchase or in any other manner, and to take, receive, own, hold, use, employ, improve and otherwise deal with any property, real or personal, or any interest therein wherever located;
- (i) To hire and terminate managing agents and other employees, agents and independent contractors;
- (j) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporations of this State, or foreign corporations, and of associations, partnerships and individuals;
- (k) To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes named in the Declaration or Bylaws, and to

take and to hold real and personal property as security for the payment of funds so invested or loaned;

(l) To regulate the use, maintenance, repair, replacement and modification of the common elements;

(m) To cause additional improvements to be made as a part of the general common elements;

(n) To grant easements, rights of way, licenses, leases and similar interests through or over the common elements in accordance with the Condominium Act and the Declaration;

(o) To impose charges for late payment of assessments and, subject to the provisions of Article XVI of these Bylaws, levy reasonable fines for violations of the Declaration, these Bylaws, and rules and regulations of the council of unit owners adopted pursuant to Article XV of these Bylaws;

(p) To impose reasonable charges for the preparation and recordation of rules, regulations, resolutions, resale certificates, or statements of unpaid assessments, and amendments to such documents, and for the preparation and recordation of amendments to the Declaration, Bylaws and condominium plat;

(q) To provide for the indemnification of and maintain liability insurance for officers, directors, and any managing agent or other employee charged with the operation or maintenance of the Condominium;

(r) To enforce the implied warranties made to the council of unit owners by the Developer under the Condominium Act;

(s) To enforce the provisions of the Condominium Act, the Declaration, these Bylaws, and the rules and regulations, if any, of the council of unit owners against any owner or occupant of a unit; and

(t) Generally to exercise the powers set forth in the Condominium Act and the Declaration or Bylaws, and to do every other matter, act or thing not inconsistent with law, which may be appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration or Bylaws, including the right to elect directors, officers and agents, and to define their rights, powers and duties, provided, however, that the council of unit owners shall not impose or receive any payment, fee or charge for the use, rental or operation of the common elements, other than assessments imposed against all unit owners pursuant to Sections 1 and 3 of Article IX hereof.



(u) Notwithstanding any contrary provision of the Declaration or Bylaws, developer may not bind the council of unit owners to any management contract, employment contract or lease unless the council of unit owners has the right of termination thereof which is exercisable without penalty at any time after developer has ceased to control the council of unit owners upon not more than thirty (30) days notice to the other party thereto.

### ARTICLE III UNIT OWNERS

Section 1. Annual Meetings. The annual meeting of unit owners shall be held at such place within the State of Maryland as may be designated by a majority of the unit owners, the board of directors or the manager of the condominium project, at 8:00 p.m., on the third Thursday of November of each year (or on such other date, or at such other time as may be fixed by such majority, board, or manager), for the election of directors and for the transaction of general business, provided that the first annual meeting of the council of unit owners shall be held within sixty (60) days after the date that fifty percent (50%) of the percentage interests in the common elements have been conveyed by the Developer to the initial purchasers of the units. Such annual meetings shall be general meetings, i.e., open for the transaction of any business without special notice of such business, provided, however, that no new business shall be introduced or otherwise submitted at the meeting unless a written summary thereof is filed with the Secretary of the council of unit owners before commencement of the meeting.

Section 2. Special Meetings. Special meetings of the council of unit owners may be called at any time by a majority of the unit owners, the board of directors, or the manager, either by vote or in writing. Upon the written request of a majority of unit owners, specifying the purpose, delivered to the board of directors or manager, it shall be the duty of the board or manager forthwith to call a meeting of the council of unit owners. Notice thereof shall be given as provided in Section 3 of this Article III. No business other than that stated in the notice of the meeting shall be transacted at any special meeting of the council of unit owners, however called. Special meetings of the council of unit owners shall be held at such place within the State of Maryland as may be fixed by a majority of the unit owners, board of directors, or manager calling the same.

Section 3. Notice of Meetings. At least ten, but not more than thirty, days' written or printed notice of every annual meeting and every special meeting of the council of unit owners shall be given by a majority of the unit owners, the board of directors or the manager to each unit owner whose name appears as such upon the roster or books of the condominium project

thirty days prior to the day of the meeting. Such notices of annual or special meetings shall state the place, day and hour of such meetings, and, in the case of special meetings, shall also state the business proposed to be transacted thereat. Such notice shall be given to each unit owner either by delivering the same to him or by mailing it postage prepaid and addressed to him at his address as it appears upon the roster or books of the condominium project, as aforesaid. No notice of the time, place or purpose of any meeting of unit owners, whether prescribed by law, by the Declaration, or by these Bylaws, need be given to any unit owner who attends in person, or by proxy, or who, in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice.

**Section 4. Quorum.** Unless otherwise specifically provided in the Condominium Act, or in the Declaration, or these Bylaws, the presence in person or by proxy of a majority of the unit owners shall be necessary and sufficient at any meeting of the council of unit owners to constitute a quorum for the election of directors, for the adoption of decisions, or for the transaction of other business, and any such meeting may be adjourned from time to time until the transaction of business has been completed. In the absence of a quorum, the unit owners who shall be present in person or by proxy at any meeting (or adjournment) may, by vote of a majority of such unit owners, adjourn the meeting from time to time, but not for a period of over thirty days at any one time, by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

**Section 5. Proxies.** Unit owners may vote either in person or by proxy, but no proxy shall be effective for more than 180 days following its issuance, unless granted to a lessee or mortgagee, in which case the proxy shall remain in force for such longer period as shall be designated therein. Every proxy shall be in writing, subscribed by the unit owner or by his duly authorized attorney, and shall be dated, but need not be sealed, witnessed or acknowledged; each proxy shall be presented at the meeting and be then deposited with the Secretary of the council of unit owners, the board, or the manager. All proxies shall be subject to the applicable requirements, if any, of the Condominium Act.

**Section 6. Voting.**

(a) Subject to paragraph (b) of this Section 6, at every meeting of the council of unit owners, every unit owner shall be entitled to cast the number of votes appurtenant to his unit, as determined under the provisions of the Declaration and registered in his name on the roster or books of the condominium



project on the date for the determination of voting rights at the meeting. Upon demand of twenty-five per cent (25%) of the unit owners present in person or by proxy, the votes for directors, or upon any question before a meeting, shall be by ballot; and except in cases in which it is by statute, by the Declaration, or by these Bylaws otherwise specifically provided, the vote of a majority of unit owners present and voting shall be necessary and sufficient to elect or pass any measure.

(b) Notwithstanding the foregoing, no unit owner shall be entitled to vote at any meeting of the council of unit owners after a statement of (condominium) lien has been recorded among the Land Records of Baltimore County, constituting a lien against his condominium unit, unless the amount necessary to release such lien has been paid at or before the time of the meeting.

Section 7. List of Unit Owners. The council of unit owners shall maintain a current roster of the names and addresses of each unit owner to whom notice of meetings of the council of unit owners and the board of directors shall be sent in accordance with the provisions of the Condominium Act and these Bylaws. Each unit owner shall furnish his name and current mailing address to the council of unit owners, and a unit owner may not vote at any meeting of the council of unit owners until he has furnished such information. Prior to each meeting of the council of unit owners, the Secretary thereof, the board of directors, or manager, shall prepare a full, true and complete list, in alphabetical order, of all unit owners entitled to vote at such meeting, indicating the number of votes to be cast by each, and shall be responsible for the production of such list at the meeting. The record date for determining the unit owners entitled to vote at any meeting of the council of unit owners shall be the date established in Section 3 of this Article III for determining the unit owners entitled to notice of such meetings.

Section 8. Order of Business. At all meetings of the council of unit owners, the order of business shall be, as far as applicable and practicable, as follows:

1. Organization and roll call.
2. Proof of notice of meeting or of waivers thereof. The Certificate of the Secretary of the council of unit owners, the board of directors, or the manager, or the affidavit of any other person who mailed the notice or caused the same to be mailed, shall be accepted as proof of service of notice by mail.
3. At any annual meeting, or at a meeting called for that purpose, reading of unapproved minutes of preceding meetings and action thereon.

4. Reports of the board of directors, officers, committees, and any manager employed by the council of unit owners or the board.

5. At an annual meeting, the election of directors and employment of a manager.

6. Unfinished business.

7. New business.

8. Adjournment.

Section 9 Informal Action. To the extent not inconsistent with the requirements of the Condominium Act regarding the manner of operation of the council of unit owners, any action required or permitted to be taken at any meeting of the council of unit owners may be taken without such meeting if a written consent to such action is signed by all unit owners (and by all mortgagees, if mortgagee consent is required for the taking of such action) and such written consent is filed with the minutes of the proceedings of the council of unit owners.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1. Number and Qualification. Subject to the right of the council of unit owners or the board of directors to employ a manager, as provided in Article VIII of these Bylaws, the affairs of the condominium project shall be managed by a board of directors (board) comprised of five (5) members (directors), each of whom shall be a unit owner, either in his own name, or as a joint tenant, tenant in common, tenant by the entirety, or co-partner, if his unit is held in a real property tenancy or partnership relationship, or shall be an officer or agent of a corporate unit owner. For each unit owned, there shall be no limit as to the number of tenants, co-partners, officers, or agents of the unit owner who may serve as directors at the same time. The number of directors fixed by these Bylaws may, by a vote of a majority of the unit owners present and voting, be increased to not exceeding seven (7), or decreased to not less than three (3).

Section 2. Powers. The board of directors shall have all rights and powers necessary to the administration of the affairs of the condominium project and may do and perform all matters, acts and things not expressly reserved to the council of unit owners. The powers of the board of directors shall include particularly, but not by way of limitation, the right to do the following:

(a) Supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the common elements; keep and maintain said elements in a clean, neat,



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

(b) Employ all personnel necessary or desirable for the maintenance, operation and management of the condominium project; and engage any attorneys to handle the legal affairs of said project, including collection of the common expenses due by any unit owner, and any accountant or accountants to handle and maintain the financial records of the property, including the preparation of any tax return or other form required to be filed with the Federal, State or local government.

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

(d) Impose reasonable charges for the preparation, copying and recordation of any documents related to the condominium project; and impose and collect charges and fines for the late payment of assessments and for violations of the Declaration, these Bylaws and the rules and regulations of the council of unit owners.

(e) Adopt reasonable rules and regulations, not inconsistent with the declaration or Bylaws, for the care and preservation of the common elements, the comfort, health, safety and general welfare of the unit owners, and the efficient operation of the condominium project.

(f) Establish and maintain an accurate and efficient cash and accounting system, make collections and deposit of funds in such banks, trust companies, or other depositories as the board shall from time to time approve, verify and account for all receipts and expenditures involved in the operation of the condominium project, approve or disapprove all requisitions, bills, statements and vouchers, pay all costs and expenses

incurred in the operation and maintenance of the property, designate signatories to which bank or other accounts shall be subject, keep and preserve, at the principal office of the condominium project, rosters, books, accounts and records covering the operating of the property, and execute and file any statement, certificate, affidavit, return or other forms required to be filed with the Federal, State, or local government in connection with any income or unemployment, social security or employee benefit tax, or the withholding of any tax, or any information relative to the foregoing, and prepare and submit such account or accounts of the financial condition of the condominium project as may from time to time be required or advisable.

(g) Procure and maintain all policies of insurance required by these Bylaws, or by the council of unit owners, or otherwise deemed advisable; designate a trustee or trustees, or other person, firm or corporation as the nominal beneficiary of any policy, to hold proceeds payable thereunder for the use and benefit of the council of unit owners; negotiate and adjust any loss occurring under any policy of insurance; and make any repair, replacement or restoration of the property damaged or destroyed by fire or other casualty insured against.

(h) Prepare, with the assistance of an accountant, if deemed necessary, and file, all Federal, State and local income tax returns or other tax returns, declarations, and other forms required of the council of unit owners by law, and arrange for payment of any tax shown thereby to be due.

Notwithstanding the foregoing, the board of directors shall have no right or power to engage any personnel, or furnish any labor, material or service, designed solely for the personal comfort or convenience of the unit owners, i.e., parking, porter, door, maid or room services, or telephone switchboard or answering services.

Section 3. Election and Term of Office. The following persons shall serve as directors for a term commencing on the date of the creation of the condominium and ending at the first annual meeting of the council of unit owners: Thomas F. Zink, Jr., Timothy R. Hearn, John Puller, Herbert Shamblin and Jennifer Quigley. At the first annual meeting of the council of unit owners, five (5) directors shall be elected to succeed the directors named above. The term of office of two (2) such directors shall be fixed at three (3) years, the term of office of two (2) such directors shall be fixed at two (2) years, and the term of office of the remaining director shall be fixed at one (1) year. At any succeeding annual meeting of the council of unit owners, additional directors shall be elected if required under the provisions of



Section 1 of this Article IV. The term of any such additional director shall be fixed at two (2) years. At the expiration of the initial term (not including any term of office commencing on the date of the creation of the condominium) or other term of office of each director, his successor shall be elected at the annual meeting of the council of unit owners to serve for a term of two (2) years. Each director specifically named in this Section 3 or elected as provided in Section 3 or Section 4 of this Article IV (a) may, if reelected, succeed himself, and (b) shall hold office until his successor shall have been elected and qualified, or until he shall die or resign, or shall have been removed, or shall cease to qualify.

Section 4. Vacancies. If any director shall die or resign, or shall cease to qualify for directorship under Section 1 of Article IV of these Bylaws, or if the council of unit owners shall remove any director without appointing another in his place, a majority of the remaining directors, although such majority is less than a quorum, may elect a successor to hold office for the unexpired portion of the term of the director whose place shall become vacant and until his successor shall have been duly chosen and qualified. Vacancies in the board of directors created by an increase in the number of directors may be filled by the vote of a majority of the board as constituted prior to such increase, and directors so elected to fill such vacancies shall hold office until the next succeeding annual meeting of the council of unit owners and, thereafter, until their successors shall be elected and qualified.

Section 5. Removal. At any annual meeting of the council of unit owners, or at any special meeting of the unit owners called for that purpose, any director may, by a majority of the unit owners, be removed from office, with or without cause, and another may be appointed in the place of the person so removed to serve for the remainder of his term. Removal of any director under the provisions of this Section shall, ipso facto, terminate the right of such director to hold any executive office of the condominium project.

Section 6. Regular and Special Meetings. Within seven (7) days after the annual meeting of the council of unit owners, the board of directors shall meet at such time and place as shall be fixed by the unit owners at said annual meeting, in which case no notice to the directors shall be necessary, or if no time and place was fixed for such meeting at the annual meeting of the council of unit owners, the the board shall meet within seven days following the day of such annual meeting, at such time, date and place, within the State of Maryland, as may be fixed by a majority of the directors. In addition to the foregoing first meeting, regular meetings of the board of directors shall be held at such other time and place as may be fixed from time to time by a majority of the directors, but at least two (2) such

meetings shall be held within each fiscal year of the condominium project. Special meetings of the board of directors may be called by the President or by a majority of the directors either in person or by vote. Notice of the place, day and hour of every regular and special meeting shall be given to each director (a) in writing, either mailed to him, postage prepaid, not later than the third day before the day set for the meeting, or delivered to him personally not later than the second day before the date set for the meeting, or (b) by telegraph or telephone not later than the day before the date set for the meeting. No notice of the time or place of the meeting need be given to any member who in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice, or, in fact, attends the meeting. All regular and special meetings of the board of directors shall be held in compliance with all applicable requirements of the Condominium Act.

Section 7. Quorum. A majority of the board of directors shall be necessary and sufficient to constitute a quorum for the transaction of business at every meeting of the board, but if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period of over ten (10) days at any one time, without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which may have been transacted at the meeting as originally notified. Except as otherwise provided herein, all questions shall be decided by a majority of the board of directors present. On request of any director the yeas and nays shall be taken and entered on the minutes.

Section 8. Informal Action. To the extent not inconsistent with the requirements of the Condominium Act regarding the manner of operation of the board of directors, any action 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 is signed by all the directors and such written consent is filed with the minutes of the proceedings of the board of directors.

Section 9. Compensation. No director, as such, shall receive any compensation for his services, but, by resolution of the council of unit owners, a fixed sum, not in excess of Ten Dollars (\$10.00) per year, may be allowed for attendance at the regular and special meetings of the board of directors.

Section 10. Fidelity Bonds. The council of unit owners shall maintain blanket fidelity bonds for all officers, directors and employees of the council of unit owners and all other persons handling, or responsible for, funds of, or



administered by, the council of unit owners. If a manager has the responsibility for handling or administering funds of the council of unit owners, the manager shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the council of unit owners. Such fidelity bonds shall name the council of unit owners as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the council of unit owners or the manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to one hundred and fifty percent (150%) of the sum of (a) the estimated annual operating expenses, and (b) all amounts then held in reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the manager, shall be paid by the council of unit owners as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the council of unit owners or insurance trustee, if any. So long as the Federal National Mortgage Association ("FNMA") shall hold a first mortgage on any unit, such bonds shall also provide that the FNMA Servicer, on behalf of FNMA, must receive such notice of cancellation or modification.

#### ARTICLE V NOMINATIONS OF DIRECTORS

Section 1. Nominating Committee. On or before September 1 of each year, the board of directors may appoint a nominating committee, comprised of five (5) members, and, if such committee is so appointed, the board shall promptly notify the Secretary of the council of unit owners, in writing, of the names of the committee members. This nominating committee shall, at least thirty (30) days prior to the annual meeting of the council of unit owners, nominate not less than such number of candidates for membership on the board as may be required to be filled through election at such annual meeting, and forthwith submit its nominations to the Secretary of the council of unit owners. The decision of a majority of the members of the nominating committee shall be reported as the decision of the nominating committee.

Section 2. Other Nominations. In addition to the nominations, if any, made by the nominating committee for membership on the board of directors, as aforesaid, nominations may be made by any unit owner at or prior to any annual meeting of the council of unit owners. Each nomination made prior to

the annual meeting shall be submitted in writing to the Secretary of the council of unit owners.

Section 3. Election Materials. All election materials, if any, distributed by the council of unit owners at or prior to any annual meeting at which directors are elected shall comply with the applicable requirements, if any, of the Condominium Act.

## ARTICLE VI OFFICERS

Section 1. Executive Officers. The executive officers of the council of unit owners, sometimes called "association", shall be a president, a vice president, a secretary and a treasurer, or, if there be less than four (4) members of the board of directors, then a secretary-treasurer, instead of a secretary and a treasurer, each of whom shall be a member of the board of directors, and such other officers as the board from time to time considers necessary for the proper conduct of the affairs of the association. The executive officers shall be elected every other year by the board of directors at its first meeting following the annual meeting of the council of unit owners. Each such officer shall hold office for a term of two (2) years, and thereafter, until his successor is elected and qualified, or until his death, disqualification, resignation or removal. The power and duties of the executive officers of the association shall be subject to the powers of any manager employed by the council of unit owners or the board of directors, to the extent set forth in the contract of employment of such manager.

Section 2. President. The President shall be the chief executive officer of the association. He shall, when present, preside at all meetings of the council of unit owners and board of directors; he shall have the power of general management and direction of the affairs of the association, subject to the control of the board of directors. He shall, in general, have the right to perform all acts incident to his office or which may be prescribed by the board. He shall also annually prepare or cause to be prepared a full and true statement of the affairs of the association, which shall be submitted at the annual meeting of the council of unit owners, and shall be filed within ten (10) days thereafter with the records of the association.

Section 3. Vice President. In the absence, inability or disqualification of the President, the Vice President shall have the right to perform all acts incident to the office of the President, and when so acting shall have all the powers of the President of the association.

Section 4. Secretary or Secretary-Treasurer. The Secretary or Secretary-Treasurer shall keep or cause to be kept the



minutes of the meetings of the council of unit owners and of the board of directors in books provided for the purpose and shall count and record votes at all such meetings; he shall see that all notices are duly given in accordance with the provisions of the Bylaws; he shall be the custodian of the records of the association; and, in general, he shall have the right to perform all acts ordinarily incident to the office of a secretary, and such other acts as, from time to time, may be assigned to him by the board of directors, or by the President.

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

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

Section 7. Subordinate Officers. The board of directors may elect such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and shall have such authority and perform such duties as the board may prescribe. The board of directors may, from time to time, authorize any officer to appoint subordinate officers and to prescribe the powers and duties thereof.

Section 8. Delegation of Duties. In the absence, inability or disqualification of any officer, other than the President, the duties of such officer shall be discharged by his assistant or associate officer, if any there be, or, no other arrangements having been made for the performance of such duties, the President may delegate the powers and duties of such officer to another officer or director or may appoint some other person to

act in the stead of such officer until his place shall be filled by the board of directors.

Section 9. Compensation. Each officer of the council of unit owners shall receive the sum of Five Dollars (~~45.00~~) per year as a salary or compensation for his services as such officer. Any manager, however, its agents, servants or employees, performing any duty of any officer of the condominium project shall be compensated for such performance or services at the common expense of the unit owners.

Section 10. Removal. The board of directors shall have power at any regular or special meeting to remove any officer, with or without cause, and such action shall be conclusive on the officer so removed. The board may authorize any officer to remove subordinate officers.

Section 11. Vacancies. The board of directors at any regular or special meeting shall have power to fill a vacancy occurring in any office for any unexpired portion of the term.

Section 12. Contracts, Agreements and Other Instruments. No deed, mortgage, bond, bill of sale, assignment, contract, agreement, or any other instrument or document, including any check, bill of exchange and promissory note, intended to bind the council of unit owners, shall be valid or binding unless signed by any two officers of the association, one of whom shall be the President or Vice President, or by the manager of the of the condominium project.

#### ARTICLE VII LIMITED LIABILITY AND INDEMNITY OF OFFICERS AND DIRECTORS

Section 1. No officer or director of the council of unit owners shall be liable to any unit owner for any mistake in judgment, negligence or otherwise, unless attributable to willful misconduct or bad faith.

Section 2. The council of unit owners shall indemnify any individual who (a) is a present or former director or officer of the council of unit owners or (b) serves or has served another association, corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director or officer, or as a partner or trustee of such partnership or employee benefit plan, at the request of the council of unit owners, and who by reason of service in that capacity was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted under the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. The council of unit owners may, with the approval of its Board of Directors,



provide such indemnification for any employee or agent of the council of unit owners.

Section 3. The responsibility or liability of any unit owner to any third party for injuries arising in connection with the common elements or for liabilities incurred by the council of unit owners, or to any officer or director of the council of unit owners under any indemnity to the officers or directors, shall not exceed such proportion of the total liability as shall equal the percentage interest of such unit owner in the common elements (his percentage interest factor). Further, each agreement made by the officers of the council of unit owners or by the board of directors on behalf of the council of unit owners shall provide that such officers and the board are acting solely as agent for the council of unit owners and that the responsibility or liability of each unit owner upon said agreement shall not exceed such proportion of the total liability under the contract as shall equal the percentage interest of such unit owner in the common elements (his percentage interest factor).

#### ARTICLE VIII MANAGER

The council of unit owners or the board of directors, on behalf of the unit owners, may employ a manager to administer or supervise the condominium project, and delegate to such manager all rights, duties, and powers conferred upon the board under these Bylaws, so that the manager shall thereupon have all the rights, duties and powers of the board necessary to the administration of the affairs of the condominium project and to do and perform all matters, acts and things not expressly reserved to the council of unit owners, provided, however, that no assessment or levy of any common expense, and no adoption or amendment of any rule or regulation for the condominium project, shall take effect until approved by the board of directors, or if there be no board, by the council of unit owners, and, provided further, that any agreement for management of the condominium project shall be subject to the following: (i) no management contract shall exceed a term of three years; (ii) each such contract shall provide that same may be terminated for cause on not more than thirty days' written notice, (iii) each such contract shall be renewable only upon mutual consent of the board of directors (or if there be no board, by the council of unit owners) and (iv) each such contract to which the council of unit owners is a party entered into between the date the property subject to the condominium regime was granted to the developer and the date on which the units have been granted by the developer to unit owners having a majority of votes in the council of unit owners may be terminated by a majority vote of the council of unit owners without liability for the termination. Further, any and all duties of any officer of the council of unit owners, including the President, may be delegated to the manager. Upon the employment of a manager by the council of unit owners, or by the

board of directors, as aforesaid, then the rights, duties and powers conferred upon the board and upon the executive officers of the council of unit owners under these Bylaws shall be subject to the rights, duties and powers of the manager, to the extent set forth in its contract of employment. The fee or other compensation payable to the manager, including reimbursement of any cost or expenses advanced or incurred by the manager for or on account of the council of unit owners, or the condominium project, shall be deemed a common expense.

#### ARTICLE IX COMMON EXPENSES

Section 1. Assessments. The fiscal year of the council of unit owners shall consist of twelve (12) calendar months, commencing on January 1; except that the first fiscal year shall commence on the earlier of (a) a date to be determined by the board of directors, or (b) the sixtieth (60th) day following the first conveyance by the Developer of legal title to any unit in the condominium to any other person or entity, and shall end on December 31, 1987. Not later than thirty (30) days prior to the commencement of each fiscal year, beginning with the 1988 fiscal year, the board of directors shall estimate the total common expenses required for the operation and maintenance of the condominium during the ensuing year, including particularly, but not by way of limitation, all sums required to provide labor, materials, services, utilities and insurance for the operation, maintenance and care of the property and the conveniences deemed desirable to the use and enjoyment thereof, together with a reasonable amount deemed necessary by the board of directors as an operating reserve for contingencies and an adequate reserve for the painting, repair and replacement of the common elements, and within ten (10) days thereafter, shall notify each unit owner, in writing, of the aggregate estimated common expenses for the coming fiscal year and such unit owner's proportionate share thereof, based on his percentage interest factor. On or about the fifteenth (15th) day prior to the commencement of the fiscal year, the board shall finally determine and assess the common expenses, and formally levy against each unit owner his share thereof, in accordance with his percentage interest factor, by noting the assessment and levy on the books of the council of unit owners and submitting a written billing to the unit owner for the sum due by him. The failure or delay of the board of directors to prepare an estimate or determine the common expenses of any year, or notify any unit owner of the total common expenses of the council of unit owners, or of such unit owner's proportionate share of the common expenses, shall not in any manner constitute a waiver or release of the unit owner's obligation to pay his share of the common expenses whenever the same may be determined or assessed. Each common expense budget adopted by the board of directors is subject to the applicable requirements, if any, of the Condominium Act. In the absence of an annual determination of the common expenses or a formal assessment against the unit owners, each unit owner shall continue to pay the monthly installments due by him during



the last fiscal year in which an assessment or levy had been made, all subject to acceleration or modification by the board of directors.

Section 2. Working Capital and Reserve Funds.

(a) The board of directors shall establish and maintain a working capital fund, a reasonable operating reserve fund and a reasonable repair and replacement reserve fund. Such working capital and reserves shall be deposited in a special account, but may be invested in (i) obligations fully guaranteed as to principal by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation or the State of Maryland Deposit Insurance Fund Corporation, or any successor thereof, and/or (ii) money market funds distributed by New York Stock Exchange member firms.

(b) The working capital fund shall be used to provide the cash needed to pay the start-up costs incurred by the council of unit owners during the first four (4) full calendar months of operation of each stage of the condominium. The working capital fund shall be used as a supplement to, rather than as a substitute for, the annual assessment reflected in the annual budget. The working capital fee for each unit in each stage shall equal two monthly installments of the first annual assessment of common expenses levied against such unit. This working capital fee shall be charged only once with respect to each unit, and shall be in addition to, and not a prepayment of, the first two full monthly installments each unit owner is required to pay on account of the annual assessment. The working capital fee payable with respect to each unit shall become due on the date the Developer transfers legal title to such unit to any other person or entity, and shall be payable to the council of unit owners by the transferee, unless the Developer already shall have paid the fee for that unit to the council, in which event, the transferee shall reimburse the Developer for the fee. If any money remains in the working capital fund after the first four (4) full calendar months of operation of any particular stage of the condominium, the board of directors shall, at an open meeting held in accordance with the applicable requirements, if any, of the Condominium Act, determine how to use the unexpended balance of the working capital fees paid with respect to the units in such stage.

(c) The operating reserve fund shall be used to defray extraordinary expenditures not originally included in the annual determination of common expenses, provided, however, that such reserves may be used for such other purposes as are approved by a majority vote of the unit owners at any annual or special meeting of the council of unit owners.

(d) The repair and replacement reserve fund shall be used for the painting, repair and replacement of the common elements for which the council of unit owners is responsible, provided,

however, that such reserve may be used for such other purposes as are approved (i) by unit owners having at least sixty-six and two-thirds percent (66 2/3%) of the total number of votes appurtenant to all units, and (ii) by a majority vote of the eligible mortgagees (as such term is defined in Article I of the Declaration) provided that each such eligible mortgagee shall have the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages.

(e) All funds assessed for payment into, or otherwise credited to, the working capital fund, the operating reserve fund or the repair and replacement reserve fund shall be deemed contributions to the capital of the association made or to be made by the unit owners, and same shall be shown on the balance sheet and other financial records of the council of unit owners as "paid-in-surplus", or its equivalent, to the end and intent that none of the reserve funds received or retained by the association shall be considered as income for tax purposes.

Section 3. Additional Assessments. If the board of directors at any time determines that the common expenses assessed under the provisions of Section 1, or the reserve funds established and maintained under Section 2, of this Article IX, are inadequate, or that additional funds are otherwise required for the operation and maintenance of the condominium, it may, subject to the applicable requirements, if any, of the Condominium Act, assess such further sums, as common expenses, as it may deem necessary and levy the same against each unit owner in accordance with his percentage interest factor.

Section 4. Payment of Common Expenses. Each unit owner shall be obligated to pay to the board of directors, or its designee, the common expenses levied against him by the board of directors under the provisions of Section 1 or Section 3 of this Article IX, or otherwise, as follows:

(a) The annual assessment levied under the provisions of Section 1 of this Article IX shall be paid in twelve (12) equal successive monthly installments, each installment to be equal to one-twelfth (1/12) of the annual assessment, commencing on the first day of the first month of the fiscal year for which levied, and continuing on the first day of each and every succeeding month thereafter until fully paid; provided, however, that (i) the first annual assessment shall be paid in such number of equal or unequal monthly installments as the board of directors shall determine, (ii) the first annual assessment shall not begin to accrue until the first day of the first fiscal year, and (iii) no annual assessment shall begin to accrue with respect to units in any subsequent stage until the date said subsequent stage is added to the condominium, and the first monthly installment payable with respect to each unit in said subsequent stage shall be prorated to said date; and further provided, however, that upon default in the payment of any installment of an annual assessment on its due date, the



entire unpaid principal balance thereof may, at the option of the board of directors, be accelerated, subject to the procedural requirements, if any, imposed by law, so that said entire assessment shall forthwith be due and payable.

(b) Any additional assessment levied under the provisions of Section 3 of this Article IX, or otherwise, shall be due and payable fifteen (15) days after the date of levy of such assessment and notice thereof to the unit owners, or at such other time or times as may be provided by the board of directors in making the assessment, and further provided that if such assessment is payable in installments, then upon default in the payment of any such installment on its due date, the entire unpaid principal balance thereof may, at the option of the board of directors, be accelerated, subject to the procedural requirements, if any, imposed by law, so that said entire assessment shall forthwith be due and payable.

#### Section 5. Other Charges and Fines.

(a) Any charge or fine imposed by the board of directors under subparagraph (d) of Section 2 of Article IV of these Bylaws shall be due and payable fifteen (15) days after the date of imposition and notice thereof to the unit owner or at such other time or times as may be provided by the board of directors in imposing the charge or fine, and such charge or fine shall be considered an assessment for the purposes of this Article IX and, to the extent permitted by law, shall be enforceable in accordance herewith.

(b) There shall be imposed on any delinquent assessment or installment, a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days.

#### Section 6. Assessment Lien.

(a) Any unpaid assessment levied against any unit owner under any of the provisions of this Article IX, together with interest thereon at the lesser of (i) eighteen percent (18%) per annum or (ii) the highest rate allowed by law, late charges, actual costs of collection, and reasonable attorney's fees, shall constitute a lien against the condominium unit of such unit owner, if a statement of condominium lien is recorded within two years after the date the assessment becomes due. Such lien shall be effective against the unit from and after the time a statement of condominium lien (setting forth the description of the unit, the name of the unit owner, and the amount and period for which due) is signed and verified by the

President or Vice President of the council of unit owners, or by the manager, as the agent of such association, and recorded among the Land Records of Baltimore County. Such statement of condominium lien shall be sufficient for the purposes hereof, if same is in substantially the following form:

STATEMENT OF CONDOMINIUM LIEN

THIS IS TO CERTIFY that ( insert name of unit owner, as same appears from Land Records of Baltimore County ), owner of the unit known as ( insert unit number and street address of the unit against which the lien is to be effected, as said unit number and street address are designated on the condominium plat ), in Satyr Green Garden Condominium, is indebted to the council of unit owners in the amount of ( insert amount of all unpaid assessments levied against owner of unit involved ) as of ( insert month, day and year as of which sum due ) for his proportionate share of common expenses of the council of unit owners for the period beginning on ( insert date ), and ending on ( insert date ), plus interest thereon at the rate of ( insert the applicable interest rate ), a late charge of ( insert amount of late charges ), costs of collection, and reasonable attorney's fees.

COUNCIL OF UNIT OWNERS OF SATYR  
GREEN GARDEN CONDOMINIUM

By \_\_\_\_\_  
Officer's Title (or Agent)  
Address  
Telephone Number

I hereby affirm under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Officer (or Agent)

(b) So long as the Maryland Contract Lien Act, as amended from time to time, or any successor statute providing a procedure for the creation of liens for condominium assessments, remains in effect, (i) the creation of such liens by the council of unit owners shall be governed by the Maryland Contract Lien



Act or such successor statute, and (ii) the provisions of Paragraph (a) of this Section 6 shall have no effect.

Section 7. Collection of Common Expenses and Other Charges.

(a) If there be any default in payment of the common expenses, other charges or fines, in the manner and at the time or times provided therefor in Sections 4 and 5 of this Article IX, and same shall continue for a period of fifteen days, the council of unit owners shall have the immediate right: (i) to institute suit for collection of the sum due, with interest thereon at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, accounting from the date of default; and (ii) to record a statement of (condominium) lien against the unit of the defaulting unit owner, and proceed forthwith, or at any time after recordation of the statement, to enforce the same through sale, foreclosure, or otherwise, all as permitted under the Condominium Act and the Maryland Contract Lien Act (or any successor statute), as applicable. By the acceptance of any title to, or ownership of, his condominium unit, the unit owner shall be deemed to have expressly: (i) authorized enforcement and foreclosure of the lien of the statement of (condominium) lien by the council of unit owners, in the same manner, and subject to the same requirements, as the foreclosure of mortgages on real property in this State, containing a power of sale or an assent to a decree, or both; (ii) assented to the passage of a decree for the sale of his condominium unit after the continuance of his default, following recordation of the statement of (condominium) lien; and (iii) covenanted, agreed and declared that, after the continuance of his default following recordation of the statement of (condominium) lien, the then President of the council of unit owners, acting as agent of the unit owners and the natural person authorized to exercise the power of sale on their behalf, shall have the absolute power, right and privilege to sell his condominium unit in accordance with the Public General Laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such Laws and Rules are from time to time amended and supplemented; provided, however, that no action may be brought to enforce the lien except after ten days' written notice to the defaulting unit owner, given by certified or registered mail, return receipt requested, at the address of the unit owner shown on the roster or books of the council of unit owners.

(b) Upon any sale hereunder of a condominium unit of a defaulting unit owner, the proceeds shall be applied as follows: first, to the payment of expenses incident to such sale, including a commission to the party making the sale; second, to the payment of the cost of any painting, papering, redecorating, floor finishing, repair or replacement which the board of directors deemed necessary or advisable to render the

unit marketable; third, to the payment of all claims of the board of directors or the council of unit owners against the defaulting unit owner, whether the same shall have matured or not; and fourth, the surplus, if any, to said defaulting unit owner, or to whomever may be entitled to the same. It is expressly understood that, at any such sale, the council of unit owners may be a purchaser of the condominium unit, free and clear of any right or equity of redemption of the defaulting unit owner, such right and equity being deemed expressly waived and released.

(c) The council of unit owners shall have the right both to institute suit for collection of the unpaid assessment and to enforce the lien of such assessment against the condominium unit of the defaulting unit owner, provided there be but one satisfaction of the claim. Further, the board of directors shall have the absolute right to suspend the voting rights of any defaulting unit owner at any meeting of the council of unit owners, following recordation of any statement of (condominium) lien against his unit, which suspension shall remain in full force and effect until the amount necessary to satisfy and release the lien has been paid.

Section 8. No Limitation of Remedies. The foregoing enumeration of the rights of the council of unit owners and board of directors is made in furtherance, and not in limitation of the rights and remedies conferred by law upon the council of unit owners, or the board of directors, to collect the common expenses or enforce any lien against the unit of a defaulting unit owner, and is not intended, by mention of any particular right or remedy, to limit or restrict the council of unit owners or the board, which shall have all powers and rights necessary or convenient for collection of the common expenses.

#### ARTICLE X BOOKS AND RECORDS

The board of directors shall keep the books of the council of unit owners, with detailed accounts in chronological order, noting all receipts and expenditures affecting the property and its administration, and specifying the maintenance and repair expenses of the common elements and any other expenses incurred. A separate account shall be maintained for each condominium unit, showing the amount of each assessment of common expenses against such unit, the date or dates same may be due, the amount paid thereon, and the unpaid balance thereof. Upon any sale or other transfer of a unit, the new unit owner or his agent shall provide to the council of unit owners, to the extent available, the name and forwarding address of the prior unit owner, the name and address of the new unit owner, the date of settlement, and the proportionate amounts of any outstanding condominium fees or assessments assumed by each of the parties



to the transaction, and all such information shall be recorded in the assessment account which is maintained for such unit. The books, together with all bills, statements and vouchers accrediting the entries made thereupon, all other records kept by the board, and copies of the Declaration, condominium plat, Bylaws and rules and regulations, including all amendments thereto, shall be available for examination and copying by any unit owner and any holder, insurer or guarantor of a mortgage on any unit, and the duly authorized agents or attorneys of such unit owner, holder, insurer or guarantor, during normal business hours, and after reasonable notice. All books and records of the council of unit owners shall be kept in accordance with good accounting practices, on a consistent basis, and an outside audit shall be made at least once a year. The cost of such audit shall be a common expense. A written report summarizing all receipts and expenditures of the council of unit owners shall be rendered semi-annually by the board of directors to the unit owners. Promptly after the close of each fiscal year, an annual report of the receipts and expenditures of the council of unit owners, certified by an independent accountant, shall be rendered by the board of directors free of charge to each unit owner, and to any holder, insurer or guarantor of a mortgage on any unit within a reasonable time after receipt of a written request therefor from such holder, insurer or guarantor. In addition to keeping the foregoing financial books and records, the board of directors shall keep detailed records of its actions, minutes of its meetings and minutes of meetings of the council of unit owners.

#### ARTICLE XI INSURANCE

Section 1. Protective Policies. Except to the extent that the Condominium Act requires otherwise, the board of directors shall procure and maintain, in the name of the council of unit owners, or the name of the manager or other designee, as agent or trustee for the benefit of the unit owners and the council of unit owners, who shall be deemed the parties insured, policies of insurance in stock insurance companies which are (i) licensed to do business in the State of Maryland and (ii) are customarily acceptable to mortgage lenders in the Baltimore metropolitan area, to the extent reasonably obtainable, as follows:

(a) A blanket property policy covering (i) all common elements, except land, foundations, excavations and other items normally excluded from coverage, (ii) all structural components (including, but not limited to, walls, floors and ceilings) of the units, (iii) all appliances installed by the Developer as standard equipment in each unit, such as the standard disposal, dishwasher, range, range hood and water heater, and replacements of like kind and quality, (iv) cabinets, carpets and other floor coverings installed by the Developer as standard cabinets and

floor coverings in each unit, and replacements of like kind and quality, (v) interior paint and wall paper applied by the Developer as standard wall finishing, and replacements of like kind and quality, and (vi) all building service equipment and supplies and other personal property belonging to the council of unit owners. Such policy shall not cover (i) any increase in the replacement cost of a unit or limited common element resulting from the installation by the Developer of an improvement or fixture not common to comparable units or limited common elements within the condominium, and (ii) any improvement, fixture or personal property made or attached to, or brought within, a unit or limited common element by a unit owner, the insurance for these items being the responsibility of the respective unit owners. The blanket policy shall insure against those risks of direct physical loss commonly insured against, including, without limitation, fire, lightning, hail, explosion, riot, civil commotion, aircraft, vehicle, falling object, smoke, malicious mischief, vandalism, and collapse through weight of snow, ice, sleet or water and other perils normally covered by the standard extended coverage endorsement, and shall be in an amount equal to 100% of the current replacement cost of the insured property. If any insurable improvements within the condominium are located within an area in which the purchase of flood insurance is required as a condition for federal or federally related financial assistance, the board of directors shall also obtain blanket insurance against flood loss in an amount not less than the lesser of the maximum coverage available for the property under the National Flood Insurance Program, or 100% of the current replacement cost of all buildings and other insurable common elements located in the flood hazard area. So long as FNMA or the Federal Home Loan Mortgage Corporation (FHLMC) holds a mortgage on any unit in the condominium, each such blanket policy (i) shall include, to the extent required by such holder, an all-risk endorsement, an agreed amount endorsement, an inflation guard endorsement, a demolition cost endorsement, a contingent liability from operation of building laws endorsement, an increased cost of construction endorsement, a steam boiler and machinery coverage endorsement, and such other endorsements as such holder customarily requires, and (ii) shall comply with any other requirements (including, but not limited to, requirements as to deductible amounts) customarily imposed by such holder with respect to blanket property or flood insurance policies of condominium projects. In lieu of the foregoing insurance, the board of directors may procure and maintain such other insurance against loss, damage or destruction of the common elements and the condominium units as shall give substantially equal or greater protection to the unit owners and mortgagees, as their interests may appear.

(b) Such insurance as the board of directors may deem advisable with respect to the machinery, equipment and other



fixtures and appliances forming part of any unit or common element, including boiler insurance, if required, on the heating and air-conditioning fixtures and facilities serving any unit or other improvement of the condominium.

(c) Such insurance as will protect the council of unit owners, and each unit owner, from claims under workmen's compensation acts and other employee benefit acts.

(d) Such insurance as will protect the council of unit owners, the board of directors, officers of the association, the manager, and each unit owner, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to property, any or all of which may arise out of or result from ownership of any interest in the condominium or the management or operation of said condominium, or because of any injury or damage sustained on or attributable to the property, including the ownership, maintenance or use of parking areas, driveways, alleys and sidewalks, on or abutting the property. It is intended that the insurance described in this subparagraph be: Officers' and directors' liability insurance; and a comprehensive general liability policy endorsed to protect each unit owner and the council of unit owners against all liability arising out of or otherwise attributable to the property, including operation of the premises and parking areas thereon, products liability, liability attributable to work or other acts of an independent contractor, or let or sublet work, landlord-tenant liability, contractual and all written contract liability, and, if applicable, employer's liability and comprehensive automobile liability. Further, the insurance shall cover the liability of one or more unit owners as parties insured to one or more of the remaining unit owners, though also parties insured. Such public liability insurance shall be in the amount of at least \$1,000,000 for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(e) In all events, each policy of insurance procured under this Section 1 of Article XI shall contain (i) all provisions required by state law, (ii) a waiver of the insurer's subrogation rights against each unit owner, and (iii) a waiver of any defense maintainable by the insurer by reason of any coinsurance provision of any policy or by reason of any act or neglect of any unit owner, whether before or after the loss, damage or destruction may occur, and shall provide for the recognition of any insurance trust agreement to which the council of unit owners is a party. Certificates of insurance pertaining to each such policy shall be issued to the council of unit owners, and to each unit owner and mortgagee requesting the

same. No such policy of insurance shall be cancelled or substantially modified until at least thirty (30) days after notice thereof has been mailed to the council of unit owners and each unit owner, and to each mortgagee to whom a certificate of insurance has been issued. Further, each policy of insurance shall provide that any unit owner in his own right may procure other insurance, fire, casualty, liability or otherwise, and that such other insurance shall in no wise serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer.

(f) The exclusive authority to adjust losses under each policy of insurance procured under subparagraphs (a) and (b) of this Section 1 shall be vested in the council of unit owners (which may delegate such authority to the board of directors), and each such policy shall so provide. The insurance proceeds for such loss shall be payable to any insurance trustee designated for that purpose or otherwise to the council of unit owners, and not to any mortgagee. Each such policy shall contain a standard mortgagee clause, however, and the insurance trustee or the council of unit owners shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear.

(g) Each unit owner shall furnish such information and execute such application forms as may be required of him in order to procure and maintain any policies of insurance provided for by this Section 1 of Article XI. Additionally, each unit owner shall notify the board of any addition, alteration or improvement made in or to his unit, so that the board may procure other or additional insurance on account of same, if deemed necessary or advisable.

(h) The council of unit owners shall maintain and make available for inspection and copying by each unit owner and mortgagee, and the agents of each, and by the contract purchaser of each unit and anyone to whom such contract purchaser has applied for a loan secured by a mortgage on such unit, and the agents of each, all insurance policies maintained by the council of unit owners.

(i) Nothing provided in this Article XI shall prejudice the right of any unit owner to insure his condominium unit on his account and for his own benefit; or to insure himself against liability to others. If the unit owner, however, shall procure fire or other casualty insurance covering his condominium unit or his interest in the condominium, he shall file with the board of directors a duplicate of the insurance policy.

Section 2. Disbursement of Insurance Proceeds. The proceeds of any fire or casualty insurance policy procured under subparagraphs (a) or (b) of Section 1 of this Article XI shall



be applied or disbursed in the following manner, except to the extent that the Condominium Act requires otherwise:

(a) Any portion of the condominium damaged or destroyed shall, to the extent covered by said blanket policy, be repaired or replaced promptly by the council of unit owners substantially in accordance with the architectural, mechanical and other drawings described in Paragraph (c) of Article I of the Declaration, unless:

(i) The condominium regime is terminated;

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

(iii) Unit owners having at least eighty percent (80%) of the total number of votes appurtenant to all units, including the owner of each unit which will not be rebuilt and each unit owner having the right to use any limited common element which will not be rebuilt, vote not to rebuild.

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

(c) Unless the condominium regime is terminated, if any portion of the condominium which is damaged or destroyed is not repaired or replaced, the insurance proceeds attributable to the portion which is not rebuilt shall be disbursed as follows:

(i) The insurance proceeds attributable to the damaged or destroyed general common elements which are not rebuilt shall be used to restore the damaged or destroyed portion of the condominium which is not rebuilt to a condition compatible with the remainder of the condominium.

(ii) The insurance proceeds attributable to the damaged or destroyed units and limited common elements which are not rebuilt shall be distributed to the owners of those units and to the unit owners having the right to use those limited common elements; and

(iii) The remainder of the proceeds shall be distributed to all the unit owners in proportion to their respective percentage interests in the common elements.

Each unit owner's share of the insurance proceeds shall thereafter be distributed in accordance with the priority of interests in such unit, to the end and intent that all mortgages and other liens on such unit shall first be paid out of the proceeds payable to such unit owner, all in the order in which same appear.

(d) If the condominium regime is terminated following a fire or other casualty, the property shall be sold and the net proceeds of sale and the net proceeds of insurance shall be combined into one fund, which shall be divided among the unit owners in the manner provided in Article X of the Declaration.

ARTICLE XII  
MAINTENANCE OF THE PROPERTY

Section 1. Except to the extent otherwise provided in this Section 1 and in Sections 2 and 3 of this Article XII, or in any amendment to the Declaration providing for the cleaning, maintenance, repair and/or replacement of the common elements added to the condominium as part of a subsequent stage, the council of unit owners shall be responsible for the cleaning, maintenance, repair and replacement of the common elements, and the cost thereof shall be assessed against the owners of all units as a common expense. The cleaning of a common element includes, among other things, keeping the same free and clear of litter, debris, sand, snow, ice and any accumulation of water. The board of directors may make any addition, alteration or improvement in or to the common elements, provided that fifteen (15) days notice of intent to make the same is furnished to each unit owner, and provided further that no such addition, alteration or improvement costing more than Fifteen Thousand Dollars (\$15,000.00) shall be made until such action has been approved by a majority vote of the unit owners. The cost of any such addition, alteration or improvement shall constitute a common expense.

Section 2. Except as provided in Section 4 of this Article XII, the owner of each unit shall be responsible, at his own expense, for the cleaning, maintenance, repair and replacement of (a) the windows, doors and doorways furnishing access between his unit and the common elements, including the casings, seals, glass and screens of such windows and doors, and (b) the exterior wall lamp and electrical outlet designed to serve each patio or balcony adjacent to his unit; and he shall also be responsible, at his own expense, for the cleaning of (y) each patio or balcony adjacent to his unit, and (z) each closet solely accessible from a patio or balcony appurtenant to his unit. The council of unit owners shall be responsible for the maintenance, repair and replacement of said patios, balconies and closets. If any unit owner defaults in the performance of any of his obligations under this Section 2, then the board of directors may, but is in no manner required to, remedy such default, in which event the unit owner responsible therefor shall pay the cost thereof to the board promptly upon demand.

Section 3. Except as provided in Section 4 of this Article XII, each unit owner shall be responsible, at his own expense, for the cleaning, maintenance, repair and replacement of his



unit. Additionally, to prevent freezing of any water in any pipe, plumbing fixture or other facility in the condominium, each unit owner, at his own expense, shall maintain the temperature inside his unit at not less than 40° dry bulb throughout each calendar year. Further, each unit owner shall be responsible for all damage caused to the common elements or to any other unit by reason of (a) his failure to properly perform any of his obligations under Sections 2 and 3 of this Article XII, or (b) any negligence on the part of, or willful act by, such unit owner or his tenants or the family, guests, agents or employees of either.

Section 4. In the event that any damage to, or destruction of, a unit or common element is covered by the blanket property insurance policy held by the council of unit owners, the council of unit owners shall be responsible for the repair and replacement of the damaged or destroyed property pursuant to Section 2 of Article XI hereof.

Section 5. (a) Except as otherwise provided in Paragraph (f) of Article III, or in Article IX, of the Declaration, or in subsection (b) of this Section 5, no unit owner, except the Developer, shall make (i) any structural addition, alteration or improvement to his unit or to any limited common element which he has the right to use, or (ii) any non-structural additional, alteration, improvement or decoration to or of any limited common element which he has the right to use, including, without limitation, the addition of any awning or screen to any window, patio or balcony, unless and until plans and specifications, in duplicate, showing the nature, kind, shape, height, color, materials, location and approximate cost of such addition, alteration, improvement or decoration shall have been submitted to and approved in writing by the board of directors, which shall have the right to refuse for good cause to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons, provided, however, that if the board of directors fails to deny said request within sixty (60) days after receipt of two complete sets of plans and specifications, such request shall be deemed approved. The board of directors may delegate its authority under this subsection (a) to an architectural committee appointed by the board of directors. Furthermore, no such structural addition, alteration or improvement shall be made unless effected pursuant to (i) a revised or supplemental drawing which shall be described in an amendment to Paragraph (c) of Article I of the Declaration, and (ii) if appropriate, an amendment to the condominium plat, all in the same manner and to the same extent as required for the making of any other structural addition, alteration or improvement in or to the building.

(b) The board of directors may adopt reasonable rules and regulations pursuant to Article XV hereof establishing general standards for the making of one or more types of non-structural additions, alterations, improvements or decorations to or of the limited common elements and such rules and regulations may provide that to the extent any particular addition, alteration, improvement or decoration is made in compliance with such general standards, such addition, alteration, improvement or decoration may be made without the submission of plans and specifications therefor to the board of directors and without written approval by the board of directors of said plans and specifications.

(c) For the purposes of Paragraph (f) of Article III of the Declaration, and of this Section 5, a structural addition, alteration or improvement to a unit shall include, without limitation, (i) any addition, alteration or improvement involving any portion of the unit located above the unexposed surface of the sheetrock drop ceiling, and (ii) with respect to any wall enclosing the unit and separating or partitioning same from the exterior of the building in which located or from a common hallway, stairway or other common element or from some other unit, any addition, alteration or improvement involving any portion of the unit located behind the unexposed surface of the sheetrock forming the innermost portion (unit side) of said wall.

Section 6. Water is furnished to all condominium units and the common elements through one or more meters held by the unit owners in common, and the board of directors shall promptly pay, as a common expense, all charges for such water. Electricity is furnished to the general common elements through a separate meter or meters designed for the property held in common, and the board of directors shall pay, as a common expense, the cost of all electricity furnished through said meter or meters. However, electricity is furnished to the condominium units (and to certain limited common elements appurtenant to each unit) through separate meters, and each unit owner shall promptly pay for all electricity furnished through said separate meters to his unit and to the limited common elements appurtenant thereto.

#### ARTICLE XIII PARKING

All parking spaces located within the condominium shall be for the use of all unit owners, in common. The use of all parking spaces shall be subject to reasonable rules and regulations adopted by the board for maintenance and operation of the parking spaces. All provisions of this Article XIII shall be subject to the rights of the Developer set forth in Articles I, VIII and IX of the Declaration.



ARTICLE XIV  
RULES AND REGULATIONS

For the purpose of creating and maintaining a uniform scheme of development and operation of the condominium project for the benefit of each unit owner, his respective personal representatives, heirs, successors and assigns, the common elements and each condominium unit shall be held subject to the following rules and regulations:

Section 1. The common elements and each condominium unit located on the property shall be used, occupied and maintained for residential purposes only, except as provided in Article IX of the Declaration.

Section 2. No advertisement, poster, sign or other informational material may be displayed upon any general or limited common element, except as authorized by the council of unit owners or as permitted by Article IX of the Declaration.

Section 3. No car, motorcycle, motor scooter, motorbike, moped or other motor vehicle or bicycle shall be parked or stored on or in any general or limited common element, except for the parking spaces and/or storage areas provided for such purpose. Except as otherwise provided in Article IX of the Declaration, no camper, boat, trailer, commercial vehicle or inoperative vehicle of any kind shall be parked or stored on any parking area or other general or limited common element. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway. No motor vehicle shall be washed, rinsed, waxed or repaired on the property.

Section 4. No noxious trade or activity shall be carried on upon the property, nor shall anything be done upon the property which may be or become (a) a violation of any health, fire, police, or other governmental law, rule or regulation, including, without limitation, the National Flood Insurance Act of 1968 and any regulations adopted thereunder, or (b) a nuisance or annoyance to the unit owners or neighborhood. Any violation of any law, order, rule, regulation or requirement of any governmental authority or agency shall be remedied by and at the sole cost and expense of the unit owner or unit owners whose unit or units are the subject of such violation.

Section 5. No noise, disturbing to the unit owners, shall at any time be made upon the property, and nothing shall be done or permitted to be done in or about the common elements, or any

unit, that interferes with, obstructs or violates the rights, reasonable comforts or convenience of the unit owners.

Section 6. Nothing shall be kept in any condominium unit or limited common element which may in any way increase the rate of fire insurance on the property beyond the rate established therefor when and as used for the purposes permitted under the Declaration and Bylaws; and further, nothing shall be done or permitted to be done that will conflict with any fire law, rule or regulation; specifically, but not by way of limitation, no gasoline or other highly inflammable material or substance shall be kept in any condominium unit or limited common element.

Section 7. No animals of any kind shall be raised, bred or kept upon the property, except that each unit owner may raise, breed or keep not more than two (2) household pets, including dogs, cats and birds, and an unlimited number of fish, provided that no such household pet or fish shall weigh more than twenty (20) pounds, no such household pet or fish shall be raised, bred or kept for commercial purposes, and no such household pet or fish shall be retained after notice from the board of directors to remove it from the property for a reasonable cause, stated in the notice. All unit owners raising, breeding or keeping household pets and/or fish shall comply with all state and local regulations pertaining to the raising, breeding and keeping of such household pets and fish.

Section 8. The common halls, stairways, walkways and parking areas shall be used for ingress and egress only, and children shall not be permitted to play therein or thereon, nor shall same be used in any manner for picnicking or cooking, or for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the common halls, or on the stairways, walkways or parking areas. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play or similar purposes. No grill or other cooking apparatus shall be operated on any patio or balcony.

Section 9. No portion of the common elements shall be in any manner defaced, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited, except to the ordinary electric outlets furnished within condominium units and limited common elements, and except additional electric outlets which may be installed with the consent of the board of directors. Further, the common elements shall be used only for the purposes for which same were installed and none of said common elements shall be loaded or taxed beyond the capacity for which designed.



Section 10. No vermin, insects, or other pests shall be allowed to remain in any condominium unit or limited common element, nor shall any such unit or limited common element be permitted to remain in an unclean or unsanitary condition. In order to assure compliance with this subparagraph, the board of directors, its agents, servants, employees and contractors may enter any unit or limited common element at any reasonable hour of the day, after reasonable notice, for the purpose of inspecting such unit or limited common element (and any general common element accessible from said unit or limited common element) for the presence of any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

Section 11. No bottles, trash or garbage shall be discarded or temporarily or permanently stored upon any common element, except in the disposal facilities provided for such purpose.

Section 12. Neither clothing, curtains, rugs, towels, or other articles shall be shaken from or on the windows, doors, patios, balconies, or general common elements, nor shall anything be placed on or hung from outside window, door, patio or balcony sills, ledges, or railings, or thrown from windows, doors, patios, balconies or the general common elements.

Section 13. All leases shall be in writing and shall be made expressly subject to the Declaration, Condominium Plat, Bylaws and all rules and regulations of the council of unit owners, each as may be amended from time to time theretofore or thereafter. The owner of any leased unit shall promptly deliver a copy of the lease, and all amendments which may be made from time to time thereto, to the board of directors. No unit may be leased for a term of less than thirty (30) days.

#### ARTICLE XV

#### ADOPTION OF RULES AND REGULATIONS BY THE BOARD OF DIRECTORS

Section 1. Subject to the provisions of this Article XV and to the applicable requirements, if any, of the Condominium Act, the council of unit owners, acting through the board of directors to the extent permitted by the Condominium Act, may adopt reasonable rules and regulations for the care and preservation of the common elements, the comfort, health, safety and general welfare of the unit owners, and the efficient operation of the condominium project, including, without limitation, rules and regulations applicable to deliveries by or to the unit owners, the moving of furniture or furnishings into or out of condominium units, and the maintenance and operation of the parking spaces. All rules and regulations adopted pursuant hereto shall supplement the rules and regulations set forth in the Bylaws, but in the event of any conflict between

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the two, the rules and regulations set forth in the Bylaws shall take precedence over the rules and regulations adopted pursuant hereto.

Section 2. At least fifteen (15) days prior to any regular or special meeting of the board of directors at which it is contemplated that a proposed rule or regulation will be voted upon, written notice of such meeting shall be given to each unit owner. Such notice shall include (a) the date, time, location and subject of the meeting, (b) a copy of the proposed rule or regulation, (c) notice that unit owners are permitted to submit written comments on the proposed rule or regulation to the Secretary of the council of unit owners (who shall deliver all such written comments to the board of directors at or prior to the meeting of the board of directors at which the proposed rule or regulation is to be voted upon), and (d) notice of the proposed effective date of the proposed rule or regulation.

Section 3. A quorum of directors shall be present at such meeting, which shall be open to all unit owners and tenants. After all unit owners and tenants attending such meeting have had the opportunity to comment on the proposed rule or regulation and any modification thereof which is proposed at such meeting, the board of directors may by the vote of majority of the directors present and voting, adopt the proposed rule or regulation or any such proposed modification thereof. On the request of any director, the yeas and nays shall be taken and entered on the minutes.

Section 4. Any rule or regulation adopted by the board of directors pursuant to the procedure set forth in this Article XV may be modified or repealed by the board of directors pursuant to the same procedure.

Section 5. Any rule or regulation adopted, modified or repealed by the board of directors pursuant to this Article XV shall state that said rule or regulation was adopted, modified or repealed, as applicable, under the provisions of Section 11-111 (or any successor section) of the Condominium Act.

Section 6. The board of directors shall determine the effective date of the adoption, modification or repeal of any such rule or regulation (which effective date may differ from the proposed effective date set forth in the notice given to the unit owners pursuant to Section 2 above), provided that no such adoption, modification or repeal shall become effective until at least five (5) days after written notice of such adoption, modification or repeal, including a copy of such rule or regulation and disclosure of such effective date, has been mailed or personally delivered to each unit owner or placed at a location (on the general common elements) previously designated



by the board of directors (by written notice to the unit owners) for the communication of such rules and regulations.

Section 7. Any rule or regulation adopted, modified or repealed by the board of directors pursuant to this Article XV shall be subject to any right of disapproval specifically provided to the council of unit owners by the Condominium Act with respect to rules or regulations adopted, modified or repealed by a board of directors.

# ARTICLE XVI DISPUTE RESOLUTION

Section 1. If there be any dispute, concerning rules and regulations or any other matter related to the condominium, between the council of unit owners, the board of directors or manager of the condominium, on the one part, and any unit owner, on the other part, same shall be submitted to arbitration. Either party shall have the right to notify the other party that it is invoking the arbitration provisions of these Bylaws, as herein provided. The party initiating the arbitration shall set forth in its written notice the desire to invoke the arbitration provisions of this Article, and shall specify the name and address of the arbitrator selected to represent the party initiating the arbitration and the matter to be arbitrated. Within seven (7) days after receipt of such notice, the other party to the dispute shall specify by written notice to the party invoking arbitration, the name and address of the arbitrator to represent it. Within five (5) days after the designation of the second arbitrator, the two so designated shall name the third arbitrator by their joint agreement. If the party requested to name its arbitrator fails to do so within the time limited, or if the two arbitrators fail to agree with five (5) days after appointment of a second arbitrator, as to a third arbitrator, then the one or two designated arbitrators, as the case may be, shall then request the then Chief Judge of the Circuit Court for Baltimore County to designate an arbitrator or arbitrators so that there will be three (3) arbitrators. Such arbitration shall be conducted in accordance with all applicable arbitration laws of the State of Maryland, except that in the event of any conflict between said laws and the provisions of this Article XVI, the provisions of this Article XVI shall be controlling, unless otherwise required by law. A decision of the majority of the arbitrators shall be final, conclusive and binding upon both parties. The controlling decision shall be in writing, signed by the arbitrators making same, shall briefly state the grounds therefor, and shall fix and allocate the cost of the proceedings between the parties.

Section 2. If either party shall fail to comply with the decision of the arbitrators, the other party may seek enforcement by appropriate judicial proceedings, either an

action at law for damages, or a suit in equity to enjoin a breach or violation, or enforce performance, of any restriction, rule, regulation or other obligation.

Section 3. All of the rules and regulations set forth in Article XIV of these Bylaws or adopted by the board of directors pursuant to Article XV of these Bylaws shall be held and construed to run with and bind the common elements and each condominium unit located on the property and all owners and occupants of such units, their respective heirs, personal representatives, successors and assigns, forever, all except as otherwise expressly set forth in said rules and regulations. Said rules and regulations shall inure to the benefit of and be enforceable by the Developer, council of unit owners, board of directors or manager in accordance with the procedure set forth in Sections 1 and 2 of this Article XVI against anyone violating or attempting to violate any of said rules and regulations, provided, however, that if the person who commits or attempts such a violation is neither an owner nor an occupant of a unit, the Developer, council of unit owners, board of directors or manager may enforce such rule or regulation in accordance with the procedure set forth in Section 2 of this Article XVI without resort to the procedure set forth in Section 1 of this Article XVI. Furthermore, and in any event, the board of directors, for itself, its agents, servants, employees and contractors, after notice to a unit owner of any breach or violation of any rule or regulation within his unit or within or upon any limited common element which he has the right to use, and the failure of the unit owner responsible for said breach or violation to correct the same within a reasonable time thereafter, shall have the right to enter said condominium unit or limited common element and, at the expense of the defaulting unit owner, summarily abate or remove the breach or violation occurring in said unit or limited common element, provided, however, that appropriate judicial proceedings shall be instituted before any item of construction can be altered or demolished.

Section 4. The procedure set forth in this Article XVI shall be used in lieu of any dispute settlement mechanism now or hereafter set forth in the Condominium Act.

#### ARTICLE XVII MORTGAGES

Section 1. Notice to Board of Directors. Each unit owner who conveys his unit by way of any mortgage shall give written notice thereof to the board of directors, setting forth the name and address of his mortgagee and submitting a conformed copy of his mortgage and the note secured thereby, if any. The board of directors shall maintain all such mortgage information in a book or other record designated "Mortgage Book". The board of directors shall also include in the Mortgage Book the name and



address of any holder, insurer or guarantor of a mortgage who furnishes to the council of unit owners a written notice stating the name and address of such holder, insurer or guarantor and the unit number or address of the mortgaged unit.

Section 2. Notice and Information to Mortgagees.

(a) The board of directors shall furnish to each mortgage holder, insurer and guarantor of record in its "Mortgage Book" timely written notice of: (i) any condemnation loss or casualty loss which affects a material portion of the condominium or which affects the unit securing the mortgage of such holder, insurer or guarantor; (ii) any delinquency in the payment of assessments or charges owed by the owner of the unit securing the mortgage of such holder, insurer or guarantor, where such delinquency has continued for a period of 60 days; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the council of unit owners; (iv) any proposed action which would require the consent of a specified percentage (such as a majority, 66-2/3% or 100%) of the eligible mortgagees or of all mortgagees; and (v) the giving of any default or violation notice by the council of unit owners to the owner of the unit securing the mortgage of such holder, insurer or guarantor.

(b) Upon the specific written request of the holder, insurer or guarantor of any mortgage, the board of directors shall promptly furnish to said holder, insurer or guarantor any information to which the owner of the mortgaged unit may be entitled, including, without limitation, information as to the status of (i) any assessment, (ii) the performance of any obligation imposed under the Declaration or these Bylaws, and (iii) any default or violation of any kind or nature which may exist or be outstanding on the part of the owner of the mortgaged unit.

ARTICLE XVIII  
RESIDENT AGENT

Section 1. The name and post office address of the Resident Agent in this State for the condominium is R. Bruce Campbell, C.P.M., c/o Wallace H. Campbell & Company, Inc., 1701 Meridene Drive, Baltimore, Maryland 21239. Said resident agent is a citizen of the State of Maryland and actually resides therein.

Section 2. The name and address of the Resident Agent of the condominium shall be filed with the Department of Assessments and Taxation of the State of Maryland. Said agent or address may be changed from time to time by the council of unit owners, or the board of directors, in the same manner and

to the same extent as names and addresses of resident agents may be changed by Corporations of this State.

Section 3. Following the first annual meeting of the condominium, the council of unit owners shall register with the Department of Assessments and Taxation of the State of Maryland. The council of unit owners shall provide the Department with the names and addresses of the condominium's officers and directors. An updated list, including the name and address of the resident agent and manager, if any, shall be provided to the Department of Assessments and Taxation on the following April 15 and on each April 15 thereafter.

#### ARTICLE XIX GENERAL PROVISIONS

Section 1. Notice. All notices required or permitted to be given under the Declaration or these Bylaws shall be deemed to be properly served if sent by registered or certified mail: to the Board of Directors of Satyr Green Garden Condominium, c/o c/o Wallace H. Campbell & Company, Inc., Attention: R. Bruce Campbell, C.P.M., 1701 Meridene Drive, Baltimore, Maryland 21239, or such other address as may hereafter be designated as the mailing address of the council of unit owners; to each unit owner, at his unit or at such other address as may be specified therefor on the roster or books of the condominium; and to the mortgagee of any unit owner at the address thereof furnished to the board of directors and recorded in its "Mortgage Book", but any unit owner or mortgagee may, at any time, by written notice to the board of directors, stipulate a different address.

Section 2. Waiver. The failure of the council of unit owners, or any unit owner, or the board of directors, or the manager, in any one or more instances, to enforce or otherwise insist upon the strict performance of any restriction, condition, obligation or provision of these Bylaws, or the failure of any such party to exercise any right, shall not be construed as a waiver or relinquishment for the future, whether in the same or in any other instance or occasion, of the benefit of such restriction, condition, obligation, provision or right, but the same shall remain in full force and effect.

Section 3. Captions. Captions are inserted in these Bylaws as a matter of convenience and to facilitate reference to the provisions hereof. Said captions are not intended to define, describe or limit the scope of these Bylaws, or any term, condition, or provision hereof, and shall have no effect whatsoever in resolving any construction or interpretation of the Bylaws.

Section 4. Amendment of Bylaws. These Bylaws may be amended at any annual meeting of the council of unit owners, the



notice of which meeting need not mention the proposed amendment, or at any special meeting thereof, the notice of which shall set forth the terms of the proposed amendment, by the affirmative vote of the unit owners having sixty-six and two-thirds percent (66-2/3%) or more of the total number of votes appurtenant to all units, provided that all "eligible mortgagees" (as such term is defined in Article I of the Declaration) shall be given written notice of such amendment prior to the recordation thereof, and further provided that any amendment to the Bylaws involving a "material change" (as such term is defined in Paragraph (a) of Article X of the Declaration) shall also require the affirmative vote of a majority of the eligible mortgagees, each such eligible mortgagee to have the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages. Each particular required in the Bylaws by the Condominium Act shall be set forth in the Bylaws as so amended. No amendment to the Bylaws shall take effect unless evidenced by an appropriate written instrument or instruments, which shall be (a) signed by the President or Vice President of the council of unit owners, (b) accompanied by a certificate of the Secretary of said council of unit owners, stating (i) that such amendment to the Bylaws was approved by unit owners having at least sixty-six and two-thirds percent (66-2/3%) of the total number of votes appurtenant to all units, (ii) that all eligible mortgagees were properly notified of such amendment, and (iii) that, if required pursuant to Paragraph (a) of Article X of the Declaration, such amendment was approved by a majority of the eligible mortgagees, each such eligible mortgagee having the number of votes appurtenant to the unit or units upon which it holds a mortgage or mortgages, and (c) recorded among the Land Records of Baltimore County. The certificate of the Secretary as to the approval of said amendment by the unit owners, as to the giving of notice of said amendment to the eligible mortgagees, and as to the approval, if any, of said amendment by the eligible mortgagees, shall be conclusive evidence of all such approvals and notifications.

Section 5. Invalidity. If any term, condition, restriction or provision of these Bylaws or the application thereof to any person or circumstance shall, at any time or to any extent, be held to be invalid or unenforceable, the validity and enforceability of the remainder of these Bylaws, or the application of such term, condition, restriction or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, restriction and provision of these Bylaws shall be valid and be enforced to the fullest extent permitted by law. These Bylaws are designed to comply with and properly supplement the Condominium Act and the Declaration establishing the condominium regime and, if there be any conflict between the Bylaws and any term, condition or provision of the Condominium Act, or between these Bylaws and the Declaration, the provision of the

Act or Declaration, as the case may be, shall prevail and control.

WITNESS the hand of the Developer on the day and year first above written.

ATTEST:

SATYR GREEN CORPORATION

Timothy R. H. [Signature]  
Secretary

By: [Signature] (SEAL)  
Thomas F. Zink, Jr.,  
President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of May, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas F. Zink, Jr., President of Satyr Green Corporation, a Maryland body corporate, and he acknowledged the establishment of the foregoing Bylaws to be the act and deed of said corporation.

AS WITNESS my hand and notarial seal.

Milton B. Smith, Jr., Esq.  
ROBERTSON, MULLER, McLENNAN & REID  
ATTORNEYS AT LAW  
SUITE 400  
101 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4571

Charlotte W. Nelson  
Notary Public  
My Commission Expires: 7/1/90



[Signature] 7/5/87



provided that no such household pet shall be raised or kept for commercial purposes, no such pet shall weigh more than 40 pounds, no such pet shall create a public nuisance by excessive barking and/or injuring persons or other animals, no such pet shall be allowed outside of the unit unless leashed or under positive control of a responsible person, no such pet shall be neglected or be maintained in unsanitary conditions, and no household pet shall be retained after notice from the board of directors to remove it from the property for reasonable cause which shall be stated in the notice. Pet owners are responsible for property damage caused by their pets unless that damage is a result of a person trespassing or provoking the pet. In addition, owners of household pets must remove excrement deposited by their animals on public byways, recreational areas, or private property. All unit owners raising or keeping household pets shall comply with all state and local regulations pertaining to the raising and/or keeping of such household pets.

NOW, THEREFORE, Article XIV, Section 8 of said By-Laws is hereby amended to read as follows:

Section 8. The common halls, stairways, walkways and parking areas shall be used for ingress and egress only, and children shall not be permitted to play therein or thereon, nor shall same be used in any manner for picnicking or cooking, or for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the common halls, or on the stairways, walkways or parking areas. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play or similar purposes. No open flame grill or other cooking apparatus shall be operated on any balcony or patio.

NOW, THEREFORE, Article XIV, Section 12 of said By-Laws is hereby amended to read as follows:

Section 12. Neither clothing, curtains, rugs, towels, or other articles shall be shaken from or on the windows, doors, patios, balconies, or general common elements, nor shall anything be thrown from windows, doors, patios, balconies or the general common elements. No decorations shall be placed on or hung to balconies, patios, hallways or

any general common elements without written approval by the Board of Directors, which shall have the right to approve or to refuse for good cause any such plans or specifications which it deems unsuitable or undesirable. Free standing or affixed flower pots and containers shall be white or grey in color.

Except as amended herein, all other terms, covenants and conditions of the said By-Laws shall remain in full force and effect.

Witness the hands and seals of the parties hereto the day and year first above written.

ATTEST

SATYR GREEN GARDEN CONDOMINIUM

*Sam M. Spittel*

By: *Frances Perry*  
Mrs. Frances Perry, PRESIDENT

I Hereby Certify that the foregoing First Amendment to By-Laws was approved by the affirmative vote by a 66-2/3% of all members present in person or by proxy at the Special Meeting held on the 23rd day of May, 1989, and that I counted said votes.

ATTEST

*Alan M. Topping*

*Sue Grabner*  
Ms. Sue Grabner, SECRETARY

Mail to:

Wallace H. Campbell & Co. Inc.  
1701 Meridene Dr.  
Baltimore, MD 21239  
Attn: S. Spittel



1571013

## SECOND AMENDMENT OF THE BY-LAWS OF SATYR GREEN GARDEN CONDOMINIUM

EXPLANATORY STATEMENT: The original Bylaws of SATYR GREEN GARDEN CONDOMINIUM, were recorded among the Land Records of Baltimore County, Maryland in Liber 7513, folios 128 *et seq.* Said Bylaws were further amended by a First Amendment dated October 10, 1989, recorded among said Land Records in Liber 8293, folios 262 *et seq.* The Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM by the affirmative vote of unit owners having sixty six and two thirds percent (66 2/3%) or more of the votes of said Council of Unit Owners entitled to be cast and by the affirmative vote of unit owners owning sixty six and two thirds percent (66 2/3%) or more of the percentage interests of the common element ownership of said condominium and as provided in Article XIX, Section 4 of said Bylaws, now hereby further amends its said Bylaws as hereinafter provided.

NOW THEREFORE as of the 10th day of November, 2002,  
the said Bylaws of SATYR GREEN GARDEN CONDOMINIUM are amended as follows:

1. Article XI, Section 2 of the above-described Bylaws of SATYR GREEN GARDEN CONDOMINIUM is hereby amended by adding a new item (e) to Section 2 to read as follows:

**Article XI, Section 2. (e) Property Insurance Deductible.**

Notwithstanding any other provision contained herein, the Owner of a Unit where the cause of damage or destruction originated is responsible for the Council of Unit Owners' property insurance deductible not exceeding One Thousand Dollars (\$1,000) or the maximum amount permitted from time to time in the Act, whichever is greater. Such deductible shall be assessed to the unit where the cause of the damage or destruction originated and the Unit Owner of that unit is responsible. The deductible may be collected in the same manner as annual assessments and may be enforced by the imposition of a lien on the unit in accordance with the provisions of the Maryland Contract Lien Act. Where more than one unit, or any combination of units and common elements may be the source of the cause for the damage or destruction subject to one deductible amount, the deductible amount shall be apportioned between or among the responsible unit owners and Council of Unit Owners in direct proportion to the cost of repair or replacement attributable to each as covered by the Condominium's property policy insurance and as further determined by the Board of Directors in its sole discretion. A Unit Owner and/or the Board of Directors retains any and all rights pursuant to the law or other provisions of these Bylaws to obtain damages against a Unit Owner, occupant or other person whose negligent or intentional act caused or contributed to the damage or destruction.

The foregoing amendment shall take effect immediately.

ATTEST:

Mary A. Kohler  
Secretary

Janet P. Fallon, Pres  
President

MAY 08 2002

## CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 10th day of NOVEMBER, 2003 I was the Secretary of SATYR GREEN GARDEN CONDOMINIUM and that, by virtue of said office, I was one of the persons specified by the Bylaws or by the Board of Directors of said Condominium to verify votes at all meetings of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM. I further certify that the foregoing Amendment of the Bylaws of SATYR GREEN GARDEN CONDOMINIUM was on that date approved by the affirmative vote of unit owners of said condominium having sixty six and two thirds percent (66 2/3%) or more of the votes of said Council of Unit Owners (and at least sixty six and two thirds percent (66 2/3%) of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said Condominium and for which all "eligible mortgagees" were properly notified. Said amendment to become effective upon recordation among the Land Records.

AS WITNESS my hand and seal.

ATTEST:

Janet P. Fallon  
President

Mary A. Kohler (SEAL)  
Secretary

STATE OF MARYLAND, Baltimore COUNTY:

I HEREBY CERTIFY that on this 10th day of November, 2003, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared JANET P. Fallon & Mary A. Kohler, who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval, and the Secretary of the Condominium, and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing Amendment of the Bylaws of SATYR GREEN GARDEN CONDOMINIUM as the act and deed of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM and that said person has the authority to act on the Condominium's behalf.

AS WITNESS my signature and notarial seal.

[Signature]  
Notary Public

My Commission Expires June 1, 2006

THIS IS TO CERTIFY that the foregoing document was prepared by or under the supervision of an attorney admitted to practice before the Courts of Appeal of Maryland.

Kathleen M. Elmore, Esquire

RETURN TO: Elmore & Associates, P.A., 5 Riggs Avenue, Severna Park, Maryland 21146.  
[410 544-6644]

10340.001

MAY 08 2002



SATYR GREEN GARDEN CONDOMINIUM

FIRST AMENDMENT TO BY-LAWS

THIS FIRST AMENDMENT TO BY-LAWS (hereinafter referred to as this "Amendment"), made this 10 day of Oct., 1989, by Satyr Green Garden Condominium (hereinafter referred to as the "Condominium").

WITNESSETH:

WHEREAS, Article XIX, Section 4 of the condominium's By-Laws provides that said By-Laws may be amended at a regular or special meeting by the votes of a 66-2/3% or more of all members whether present in person or by proxy.

WHEREAS, at the condominium's Special Meeting held on the 23rd day of May, 1989, a majority of the condominium's members voted to amend said By-Laws as follows:

NOW, THEREFORE, Article XIV, Section 3 of said By-Laws is hereby amended to read as follows:

Section 3. No car, motorcycle, motor scooter, motorbike, moped or other motor vehicle or bicycle shall be parked or stored on or in any general or limited common element, except for the parking spaces and/or storage areas provided for such purpose. Except as otherwise provided in Article IX of the Declaration, no camper, boat, trailer, commercial vehicle or inoperative vehicle of any kind shall be parked or stored on any parking area or other general or limited common element. For the purposes hereof, an automobile shall be deemed inoperative unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway. No motor vehicle shall be washed, rinsed, repaired on the property.

B RC F 13.00  
AMEND 0  
SM CLERK 13.00  
#44470 C004 R01 T08:  
10/11/

NOW, THEREFORE, Article XIV, Section 7 of said By-Laws is hereby amended to read as follows:

Section 7. No animals of any kind shall be raised, bred, or kept upon the property, except that each unit owner may raise or keep not more than two (2) household pets, including dogs, cats, birds, and an unlimited number of fish,

TRANSFER TAX NOT REQUIRED  
Director of Finance  
BALTIMORE COUNTY MARYLAND  
Per Rammi Zil  
Authorized Signature

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

SIGNATURE AT DATE 10/11/

11-11-89

LIBER B 293 PAGE 262

SATYR GREEN GARDEN CONDOMINIUM  
FIRST AMENDMENT TO BY-LAWS

THIS FIRST AMENDMENT TO BY-LAWS (hereinafter referred to as this "Amendment"), made this 10 day of Oct, 1989, by Satyr Green Garden Condominium (hereinafter referred to as the "Condominium").

WITNESSETH:

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NOW, THEREFORE, Article XIV, Section 7 of said By-Laws is hereby amended to read as follows:

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TRANSFER TAX NOT REQUIRED  
Director of Finance  
BALTIMORE COUNTY MARYLAND  
Per [Signature]  
Authorized Signature  
Date 10-10-89 Sec. 11-85 BY-LAWS

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County

[Signature] 10-10-89  
By Date

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

SIGNATURE [Signature] DATE 10/11/89

AMEND B RC F 13.00  
SM CLERK 13.00  
#44470 C004 ROI T08:4-  
10/11/89



provided that no such household pet shall be raised or kept for commercial purposes, no such pet shall weigh more than 40 pounds, no such pet shall create a public nuisance by excessive barking and/or injuring persons or other animals, no such pet shall be allowed outside of the unit unless leashed or under positive control of a responsible person, no such pet shall be neglected or be maintained in unsanitary conditions, and no household pet shall be retained after notice from the board of directors to remove it from the property for reasonable cause which shall be stated in the notice. Pet owners are responsible for property damage caused by their pets unless that damage is a result of a person trespassing or provoking the pet. In addition, owners of household pets must remove excrement deposited by their animals on public byways, recreational areas, or private property. All unit owners raising or keeping household pets shall comply with all state and local regulations pertaining to the raising and/or keeping of such household pets.

NOW, THEREFORE, Article XIV, Section 8 of said By-Laws is hereby amended to read as follows:

Section 8. The common halls, stairways, walkways and parking areas shall be used for ingress and egress only, and children shall not be permitted to play therein or thereon, nor shall same be used in any manner for picnicking or cooking, or for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the common halls, or on the stairways, walkways or parking areas. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play or similar purposes. No open flame grill or other cooking apparatus shall be operated on any balcony or patio.

NOW, THEREFORE, Article XIV, Section 12 of said By-Laws is hereby amended to read as follows:

Section 12. Neither clothing, curtains, rugs, towels, or other articles shall be shaken from or on the windows, doors, patios, balconies, or general common elements, nor shall anything be thrown from windows, doors, patios, balconies or the general common elements. No decorations shall be placed on or hung to balconies, patios, hallways or

LIBER 8293 PAGE 264

any general common elements without written approval by the Board of Directors, which shall have the right to approve or to refuse for good cause any such plans or specifications which it deems unsuitable or undesirable. Free standing or affixed flower pots and containers shall be white or grey in color.

Except as amended herein, all other terms, covenants and conditions of the said By-Laws shall remain in full force and effect.

Witness the hands and seals of the parties hereto the day and year first above written.

ATTEST

SATYR GREEN GARDEN CONDOMINIUM

*Shirley M. Brief*

By: *Frances Perry*  
Mrs. Frances Perry, PRESIDENT

I Hereby Certify that the foregoing First Amendment to By-Laws was approved by the affirmative vote by a 66-2/3% of all members present in person or by proxy at the Special Meeting held on the 23rd day of May, 1989, and that I counted said votes.

ATTEST

*Ellen M. Topping*

*Sue Grakner*  
Ms. Sue Grakner, SECRETARY

Mail to:

Wallace H. Campbell & Co. Inc.  
1701 Meridene Dr.  
Baltimore, MD 21239  
Attn: S. Spittel



# Satyr Green Condominium Association, Inc

Rules and Regulations



**FirstService**  
RESIDENTIAL





**Rules and Regulations**  
**Satyr Green Garden Condominium**

(b) The board of directors may adopt reasonable rules and regulations pursuant to Article XV hereof establishing general standards for the making of one or more types of non-structural additions, alterations, improvements or decorations to or of the limited common elements and such rules and regulations may provide that to the extent any particular addition, alteration, improvement or decoration is made in compliance with such general standards, such addition, alteration, improvement or decoration may be made without the submission of plans and specifications therefor to the board of directors and without written approval by the board of directors of said plans and specifications.

(c) For the purposes of Paragraph (f) of Article III of the Declaration, and of this Section 5, a structural addition, alteration or improvement to a unit shall include, without limitation, (i) any addition, alteration or improvement involving any portion of the unit located above the unexposed surface of the sheetrock drop ceiling, and (ii) with respect to any wall enclosing the unit and separating or partitioning same from the exterior of the building in which located or from a common hallway, stairway or other common element or from some other unit, any addition, alteration or improvement involving any portion of the unit located behind the unexposed surface of the sheetrock forming the innermost portion (unit side) of said wall.

Section 6. Water is furnished to all condominium units and the common elements through one or more meters held by the unit owners in common, and the board of directors shall promptly pay, as a common expense, all charges for such water. Electricity is furnished to the general common elements through a separate meter or meters designed for the property held in common, and the board of directors shall pay, as a common expense, the cost of all electricity furnished through said meter or meters. However, electricity is furnished to the condominium units (and to certain limited common elements appurtenant to each unit) through separate meters, and each unit owner shall promptly pay for all electricity furnished through said separate meters to his unit and to the limited common elements appurtenant thereto.

#### ARTICLE XIII PARKING

All parking spaces located within the condominium shall be for the use of all unit owners, in common. The use of all parking spaces shall be subject to reasonable rules and regulations adopted by the board for maintenance and operation of the parking spaces. All provisions of this Article XIII shall be subject to the rights of the Developer set forth in Articles I, VIII and IX of the Declaration.



ARTICLE XIV  
RULES AND REGULATIONS

For the purpose of creating and maintaining a uniform scheme of development and operation of the condominium project for the benefit of each unit owner, his respective personal representatives, heirs, successors and assigns, the common elements and each condominium unit shall be held subject to the following rules and regulations:

Section 1. The common elements and each condominium unit located on the property shall be used, occupied and maintained for residential purposes only, except as provided in Article IX of the Declaration.

Section 2. No advertisement, poster, sign or other informational material may be displayed upon any general or limited common element, except as authorized by the council of unit owners or as permitted by Article IX of the Declaration.

Section 3. No car, motorcycle, motor scooter, motorbike, moped or other motor vehicle or bicycle shall be parked or stored on or in any general or limited common element, except for the parking spaces and/or storage areas provided for such purpose. Except as otherwise provided in Article IX of the Declaration, no camper, boat, trailer, commercial vehicle or inoperative vehicle of any kind shall be parked or stored on any parking area or other general or limited common element. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway. No motor vehicle shall be washed, rinsed, waxed or repaired on the property.

Section 4. No noxious trade or activity shall be carried on upon the property, nor shall anything be done upon the property which may be or become (a) a violation of any health, fire, police, or other governmental law, rule or regulation, including, without limitation, the National Flood Insurance Act of 1968 and any regulations adopted thereunder, or (b) a nuisance or annoyance to the unit owners or neighborhood. Any violation of any law, order, rule, regulation or requirement of any governmental authority or agency shall be remedied by and at the sole cost and expense of the unit owner or unit owners whose unit or units are the subject of such violation.

Section 5. No noise, disturbing to the unit owners, shall at any time be made upon the property, and nothing shall be done or permitted to be done in or about the common elements, or any

unit, that interferes with, obstructs or violates the rights, reasonable comforts or convenience of the unit owners.

Section 6. Nothing shall be kept in any condominium unit or limited common element which may in any way increase the rate of fire insurance on the property beyond the rate established therefor when and as used for the purposes permitted under the Declaration and Bylaws; and further, nothing shall be done or permitted to be done that will conflict with any fire law, rule or regulation; specifically, but not by way of limitation, no gasoline or other highly inflammable material or substance shall be kept in any condominium unit or limited common element.

Section 7. No animals of any kind shall be raised, bred or kept upon the property, except that each unit owner may raise, breed or keep not more than two (2) household pets, including dogs, cats and birds, and an unlimited number of fish, provided that no such household pet or fish shall weigh more than twenty (20) pounds, no such household pet or fish shall be raised, bred or kept for commercial purposes, and no such household pet or fish shall be retained after notice from the board of directors to remove it from the property for a reasonable cause, stated in the notice. All unit owners raising, breeding or keeping household pets and/or fish shall comply with all state and local regulations pertaining to the raising, breeding and keeping of such household pets and fish.

Section 8. The common halls, stairways, walkways and parking areas shall be used for ingress and egress only, and children shall not be permitted to play therein or thereon, nor shall same be used in any manner for picnicking or cooking, or for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the common halls, or on the stairways, walkways or parking areas. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play or similar purposes. No grill or other cooking apparatus shall be operated on any patio or balcony.

Section 9. No portion of the common elements shall be in any manner defaced, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited, except to the ordinary electric outlets furnished within condominium units and limited common elements, and except additional electric outlets which may be installed with the consent of the board of directors. Further, the common elements shall be used only for the purposes for which same were installed and none of said common elements shall be loaded or taxed beyond the capacity for which designed.



Section 10. No vermin, insects, or other pests shall be allowed to remain in any condominium unit or limited common element, nor shall any such unit or limited common element be permitted to remain in an unclean or unsanitary condition. In order to assure compliance with this subparagraph, the board of directors, its agents, servants, employees and contractors may enter any unit or limited common element at any reasonable hour of the day, after reasonable notice, for the purpose of inspecting such unit or limited common element (and any general common element accessible from said unit or limited common element) for the presence of any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

Section 11. No bottles, trash or garbage shall be discarded or temporarily or permanently stored upon any common element, except in the disposal facilities provided for such purpose.

Section 12. Neither clothing, curtains, rugs, towels, or other articles shall be shaken from or on the windows, doors, patios, balconies, or general common elements, nor shall anything be placed on or hung from outside window, door, patio or balcony sills, ledges, or railings, or thrown from windows, doors, patios, balconies or the general common elements.

Section 13. All leases shall be in writing and shall be made expressly subject to the Declaration, Condominium Plat, Bylaws and all rules and regulations of the council of unit owners, each as may be amended from time to time theretofore or thereafter. The owner of any leased unit shall promptly deliver a copy of the lease, and all amendments which may be made from time to time thereto, to the board of directors. No unit may be leased for a term of less than thirty (30) days.

#### ARTICLE XV ADOPTION OF RULES AND REGULATIONS BY THE BOARD OF DIRECTORS

Section 1. Subject to the provisions of this Article XV and to the applicable requirements, if any, of the Condominium Act, the council of unit owners, acting through the board of directors to the extent permitted by the Condominium Act, may adopt reasonable rules and regulations for the care and preservation of the common elements, the comfort, health, safety and general welfare of the unit owners, and the efficient operation of the condominium project, including, without limitation, rules and regulations applicable to deliveries by or to the unit owners, the moving of furniture or furnishings into or out of condominium units, and the maintenance and operation of the parking spaces. All rules and regulations adopted pursuant hereto shall supplement the rules and regulations set forth in the Bylaws, but in the event of any conflict between

**Misc. Addendums, recorded Documents**  
**Satyr Green Garden Condominium**



**RULES FOR INSTALLATION OF ANTENNAE****SATYR GREEN GARDEN CONDOMINIUM**

EXPLANATORY STATEMENT: The original recorded covenants dated May 5, 1987 for SATYR GREEN GARDEN CONDOMINIUM, a Maryland condominium located entirely within Baltimore County, Maryland and formed and existing pursuant to title 11 Maryland Real Property Code Annotated, were recorded among the Land Records of Baltimore County, Maryland in Book 7513, pages 093 *et seq.* (Declaration and Bylaws of SATYR GREEN GARDEN CONDOMINIUM). Said covenants provide authority to the Board of Directors to adopt rules and regulations from time to time governing the use of the common elements and the conduct of residents upon said common elements. The Board of Directors of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM by the affirmative vote of a majority of Board members has duly adopted in accordance with any and all applicable federal, state and local laws and ordinances and in accordance with the requirement of the recorded covenants as amended from time to time, the following Rules for Installation of Antennae as hereinafter provided.

NOW THEREFORE as of the 11<sup>th</sup> day of November, 2002, as represented by its attorneys, Kathleen M. Elmore and Elmore & Associates, P.A., the said following Rules for Installation of Antennae adopted September 9, 2002, is effective and published to all owners, and intended to be recorded among the Land Records as follows:

Clerk: please return recorded document to:

Kathleen M. Elmore, Esquire  
Elmore & Associates, P.A.  
5 Riggs Avenue  
Severna Park, Maryland 21146  
410 544 6644

APR 15 2002

# **RULES FOR INSTALLATION OF ANTENNAE** **SATYR GREEN GARDEN CONDOMINIUM**

## **I. Preamble**

These rules are adopted by the Board of Directors of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM, on the 9th day of September, 2002.

## **Recitals**

WHEREAS, the Board of Directors of the Council of Unit Owners of SATYR GREEN GARDEN CONDOMINIUM ("the Association") is responsible for governance and maintenance of the SATYR GREEN GARDEN CONDOMINIUM ("the Community"); and

WHEREAS, the Association exists pursuant to applicable state law and governing documents; and

WHEREAS, the Board of Directors of the Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Community, pursuant to state law (Section 11-111 of the Maryland Condominium Act<sup>1</sup>) (hereinafter "the Act") and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996 and as amended preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multichannel multipoint distribution service antennae ("antennae"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennae in the best interests of the Community and consistent with the FCC rules with regard to installation of antennae.

NOW THEREFORE, the Association after compliance with the provisions of Section 11-111 of the Act adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Antennae Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

## **II. Definitions**

<sup>1</sup> Title 11, Maryland Real Prop. Code Ann.



APR 15 2002

- A. Antenna - any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multichannel multipoint distribution service (MMDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- B. Mast - Structure to which an antenna is attached that raises the antenna height.
- C. Transmission-only antenna - any antenna used solely to transmit radio, television, cellular or other signals.
- D. Owner - any unit owner in the Association. For the purpose of this rule only, "owner" includes a tenant who has permission of the unit owner/landlord to install antennae.
- E. Telecommunications signal - signals received by DBS, television broadcast, and MMDS antennae.

### III. Installation Rules

- A. Antenna Size and Type
  - 1. DBS antennae that are one meter or less in diameter may be installed. Antennae larger than one meter are prohibited.
  - 2. MMDS antennae one meter or less in diameter may be installed. MMDS antennae larger than one meter are prohibited.
  - 3. Installation of transmission-only antennae are prohibited unless approved by the Board of Directors.
  - 4. All antennae not allowed by the FCC rules are prohibited.
- B. Location
  - 1. Antennae shall be installed solely on individually-owned or property under the exclusive control of the unit owner as designated on the recorded deed and plat.
  - 2. If acceptable quality signals may be received by placing antennae inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.
  - 3. Antennae shall not encroach upon General Common Elements or any other owner's property.
  - 4. Antennae shall be located in a place shielded from view from the street or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. This section does not permit installation on General Common Element property, even if an acceptable quality signal may not be received from an individually-owned unit or the Limited Common Element.

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## C. Installation

1. Antennae shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
2. All installations shall be completed so that they do not damage the Common Elements of the Association or the unit of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings or Common Elements.
3. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
  - a. Place (or replace), repair, maintain, and move or remove antennae;
  - b. Repair damages to the Common Element property, other units, and any other property damaged by antenna installation, maintenance or use;
  - c. Pay medical expenses incurred by persons injured by antenna maintenance, or use or as a result of installation of the antenna;
  - d. Reimburse owners, residents or the Association for damages caused by antenna installation, maintenance, or use.
4. Antennae must be secured so as not to jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near the antennae, including damage from wind velocity based upon a unique location.

## D. Maintenance

1. Owners shall not permit their antennae to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for antenna maintenance and repair.
3. Owners shall be responsible for repainting or replacement if the exterior surface of antennae deteriorates.
4. Owners agree to remove antennae and restore the area upon transfer of the property, unless the transferee expressly agrees in writing to maintain the antennae pursuant to community standards, such written agreement to be for the benefit of the Community and forwarded to the Board of Directors.

## E. Safety

1. Antennae shall be installed and secured in a manner that complies with all applicable county and state laws and regulations, and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. Unless the above-cited laws and regulations require a greater separation, antennae shall be placed a safe distance from power lines (above-ground or buried) and in no event shall antennae be placed where they may come into contact with electrical power lines. This purpose of the requirement is to prevent injury or damage resulting from contact with power lines.
3. All installations must comply with all applicable codes.



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4. In order to prevent electrical and fire damage, antennae shall be properly and effectively grounded.
5. Antennae are required to withstand winds of 75 mph, and shall be designed to withstand the pressure of snow and ice.

IV. Antenna Camouflaging

- A. Antennae or masts may not extend beyond a railing or patio (Limited Common Element), and no antennae may be attached to a railing.
- B. Antennae situated on the ground and visible from the street or from other units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennae to be screened by new landscaping, potted plants, or other screening of reasonable cost.
- C. Antennae, masts, and any visible wiring must be painted to match the color of the structure to which it is installed. *(Some manufacturers assert that painting may prevent the receipt of an acceptable quality signal. Association residents are advised to make sure that paint will not degrade the signal.)*
- D. Antennae may not obstruct a driver's view of an intersection or street.

V. Number of Antennae

No more than one antenna of each provider may be installed by an owner.

VI. Association Maintenance of Locations Upon Which Antennae are Installed

- A. If antennae are installed on property for which the Association has maintenance responsibility, owners retain responsibility for antenna maintenance and owners must bear the cost of any increased cost in maintenance to the area concerned. Owners must not install antennae in a manner that will result in increased maintenance costs for the Association or for other residents. If increased cost or damage occurs, owners are responsible for these costs. The Association may cause these areas to be maintained at that owner's expense.
- B. If maintenance by the Association requires antenna removal, the Association shall provide owners with not less than ten (10) days written notice mailed to the owner at the address listed in the Association's records. Owners shall be responsible for removing antennae before maintenance begins. If owners do not remove antennae by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to antennae.
- C. If emergency maintenance by the Association is required, the Association shall attempt to provide notice to the owner prior to such emergency service. If owners do not remove antennae by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to antennae.

VII. Notification Process

- A. Any owner desiring to install an antenna must complete a notification form as attached hereto as Exhibit A and submit it to the Board of Directors c/o the Association

APR 15 2002

office. If the installation is routine (conforms to all of the above rules and restrictions), the installation may begin immediately.

B. If the installation is other than routine for any reason, owners and the Board must establish a mutually convenient time to meet to discuss installation methods.

VIII. Installation by Tenants

Tenants may install antennae in accordance with these rules with permission of the unit owner/landlord.

IX. Enforcement

A. If there rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time as provided in notice from the Association, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in the enforcement of this policy.

B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

X. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

Adopted pursuant to the provisions of Section 11-111 of the Act on 9/9, 2002,  
by the Board of Directors of SATYR GREEN GARDEN CONDOMINIUM

Janet P. Tallm  
President

WITNESS:

Mary A Kohler  
Secretary

Published to the Owners on November 11, 2002.



0017458 242

**SATYR GREEN GARDEN CONDOMINIUM**

**EXHIBIT A**

APR 15 2002

**Notice of Antenna Installation  
on Individually-Owned or Exclusive-Use Area**

Unit Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

If rented, tenant's name (*Attach copy of owner's written permission*): \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Type of Antenna: \_\_\_\_\_

Direct broadcast satellite \_\_\_\_\_ 18-inch \_\_\_\_\_ other \_\_\_\_\_ size

Television broadcast \_\_\_\_\_

Multichannel Multipoint distribution service \_\_\_\_\_ size \_\_\_\_\_

Company Which Performed Installation: \_\_\_\_\_

Identify Installation Location:    Patio ☐    Rear Deck ☐    Balcony ☐  
   Other ☐    Indicate "other": \_\_\_\_\_

Date Installation performed: \_\_\_\_\_

Please indicate the method of installation.

**Will the installation be in compliance with all association guidelines (which include manufacturers' guidelines and applicable building codes)?**    Yes ☐    No ☐

If no, please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for nonroutine installation. (A list of preferable days and times is attached.)

I/we hereby agree to comply with all of the Association's rules for installing, maintaining, and using antennae. I/we assume liability for any damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use and agree to remove antennae and restore the area upon transfer of the property, unless the transferee expressly agrees in writing to maintain the antennae pursuant to community standards, such written agreement to be for the benefit of the community and forwarded to the Board of Directors at time of settlement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

1588j:3  
MRS:ejh  
11/30/87

7736 PAGE 40

FIRST AMENDMENT TO DECLARATION  
ESTABLISHING  
SATYR GREEN GARDEN CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION is made this 30 day  
of November, 1987, by SATYR GREEN CORPORATION, a Maryland  
corporation (the "Developer").

INTRODUCTORY STATEMENT

By Declaration dated May 5, 1987, and recorded among the Land  
Records of Baltimore County, Maryland, in Liber SM, No. 7513,  
Folio 93, et seq. (the "Original Declaration"), and by the  
Condominium Plat dated April 28, 1987, and recorded among the Land  
Records of Baltimore County in Condominium Plat Book SM No. 10,  
Folio 93, et seq. (the "Original Condominium Plat"), the Developer  
subjected the Stage 1 property (as described in the Original  
Declaration and shown on the Original Condominium Plat) to a  
condominium regime known as "Satyr Green Garden Condominium,"  
expressly reserving for and unto itself, its successors and any  
assignee to whom the Developer specifically assigns such rights in  
writing, the right to expand and add to the condominium by  
subjecting one or more "Subsequent Stages," as that term is  
defined in the Original Declaration, to the condominium regime,  
all as more fully set forth in Article VIII of the Original  
Declaration.

The Developer now desires to add Stage 2 (as more fully  
described in Article VIII of the Original Declaration and as more  
fully described in Article I of this First Amendment to  
Declaration) to the condominium.

In conjunction with this First Amendment to Declaration, the  
Developer has recorded among the Land Records of Baltimore County  
in Condominium Plat Book SM No. 3310 Folio 34 et seq. an  
amendment to the Original Condominium Plat. Said plat amendment,  
prepared by Kenneth J. Wells, Inc., Land Surveyors,  
dated Nov. 30, 1987, and entitled "First Amendment to the  
Condominium Plat, Satyr Green Garden Condominium," is comprised of  
the following three (3) sheets: Sheet 1 (Stage 2, Parcel #2),  
Sheet 2 (Floor and Elevation Plan #2212 Lowell's Glen Road), and  
Sheet 3 (Floor and Elevation Plan #2215 Lowell's Glen Road). Said  
plat amendment is herein called the "First Amendment to  
Condominium Plat."

The term "Declaration," as defined in the Original  
Declaration, is hereby redefined to mean and include the Original  
Declaration as amended by this First Amendment to Declaration.  
The term "Condominium Plat," as defined in the Original  
Declaration, is hereby redefined to mean and include the Original  
Condominium Plat as amended by the First Amendment to Condominium  
Plat.

NOW, THEREFORE, THIS FIRST AMENDMENT TO DECLARATION  
WITNESSETH: That in the exercise of the right reserved unto  
itself under Article VIII of the Original Declaration, the  
Developer does hereby amend the Declaration as follows:

ARTICLE I

The Developer hereby subjects to the regime established by the  
Condominium Act, and thereby adds to Satyr Green Garden  
Condominium, the land, buildings, units, common elements and  
property which is situate within "Parcel No. 2, Stage 2, as shown  
on the First Amendment to Condominium Plat, all of which are  
hereby included within the terms "Stage 2 of the condominium,  
"Stage 2 property" and "Stage 2," as follows:

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE  
SIGNATURE Ray DATE 12/1/87

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Baltimore County

Ray 12/1/87

RECEIVED  
BALTIMORE COUNTY  
For Ray  
Audience Signature  
Date 12-1-87 5:00 PM



(a) Land.

(i) The land that is included within Stage 2 and is hereby added to the condominium is "Stage 2," as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Reserved for Expansion of Condominium as Stage 2," on Sheet 1 of the Original Condominium Plat and as "Parcel No. 2, Stage 2" on Sheet 1 of the First Amendment to Condominium Plat."

(ii) The term "land," as defined in the Original Declaration, is hereby redefined to mean and include the parcel of ground originally included within said term, and the parcel of ground added to the condominium pursuant to Paragraph (a)(i) of this Article I.

(b) Building.

(i) The buildings that are included within Stage 2 and are hereby added to the condominium are two (2) building structures, one of which contains eight (8) condominium units (2212 Lowell's Glen Road), and one of which contains twelve (12) condominium units (2215 Lowell's Glen Road), which are constructed on Parcel 2 in accordance with architectural and other drawings prepared by Donald B. Ratcliffe, A.I.A. Architects, 10404 Stevenson Road, Stevenson, Maryland 21153, entitled "Satyr Green," dated July 22, 1986 (as itemized in Paragraph (c) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each building, are contained on the First Amendment to Condominium Plat.

(ii) The term "building," as defined in the Original Declaration, is hereby redefined to mean and include the structures originally included within the term, and the structures added to the condominium pursuant to Paragraph (b)(i) of this Article I.

(c) Units.

(i) The Stage 2 property is hereby subdivided into a total of twenty (20) condominium units, each of which consists of the three dimensional area described, and designated as a "unit," in Paragraph (f)(i) of Article I of the Original Declaration. Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefor on the First Amendment to Condominium Plat, as follows:

Units A, B, C, D, E, F, G and H - #2212 Lowell's Glen Road; and

Units A, B, C, D, E, F, G, H, I, J, K, L - #2215 Lowell's Glen Road.

(ii) The total number of units contained within the condominium is now fifty-two (52) units.

(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(i), (b)(i) and (c)(i) of this Article I which are not part of any unit shall be common elements, as such term is defined in Paragraph (g) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Article V of the Original Declaration.

(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(ii) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 2 and is hereby added to the condominium consists of (A) the land added to the condominium pursuant to Paragraph (a)(i) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property," "condominium" and "condominium project," as defined in the Original Declaration, are hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights originally included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements set forth in Paragraphs (b) and (d) of Article I of the Original Declaration.

ARTICLE II

Upon the recordation of this First Amendment to Declaration and the First Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1 and 2 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and expenses shall be one fifty-second (1/52); and (b) the number of votes at meetings of the council of unit owners appurtenant to each of the units in Stages 1 and 2 of the condominium shall be one (1) vote.

ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the Bylaws.

ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration, except to the extent hereby amended, and the Bylaws dated May 5, 1987, and recorded among the Land Records of Baltimore County in Liber SM No. 7513, Folio 128, et seq., are hereby ratified and confirmed, the same to remain in full force and effect, to the end and intent that Stages 1 and 2 of the condominium shall comprise and constitute one condominium regime, to be known as "Satyr Green Garden Condominium," as established by the Original Declaration and expanded by this First Amendment to Declaration.

(b) The terms, conditions, restrictions and provisions of this First Amendment to Declaration shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units,



except as otherwise expressly set forth in this First Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one violating or attempting to violate any of the terms, conditions, restrictions or provisions, provided, however, that, except as otherwise expressly provided herein, all rights reserved by and for the benefit of the Developer under this First Amendment to Declaration shall be exercisable and enforceable only by Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(c) If any term, condition, restriction or provision of this First Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this First Amendment to Declaration, or the application of such term, condition, restriction or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, restriction and provision of this First Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Developer has signed this First Amendment to Declaration on the day and year first above written.

ATTEST:

SATYR GREEN CORPORATION

Timothy R. Hearn  
Timothy R. Hearn, Secretary

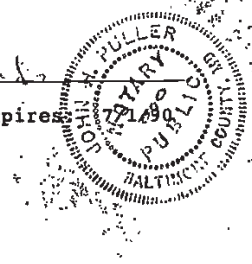
BY: Thomas F. Zink, Jr. (SEAL)  
Thomas F. Zink, Jr., President

STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) to wit:

I HEREBY CERTIFY that on this 30 day of November, 1987, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared THOMAS F. ZINK, JR., the President of Satyr Green Corporation, a body corporate of the State of Maryland, and he acknowledged the foregoing First Amendment to Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

John W. Puller  
Notary Public  
My Commission Expires 7/1/90



Return to: Milton R. Smith, Jr.  
ROYSTON, MUELLER, McLEAN & REID  
ATTORNEYS AT LAW  
SUITE 600  
102 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4575

1897j:2  
MRS:mlw  
06/27/88

- 87903 PAGE 243

SECOND AMENDMENT TO DECLARATION  
ESTABLISHING  
SATYR GREEN GARDEN CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION is made this 28<sup>th</sup> day of June, 1988, by SATYR GREEN CORPORATION, a Maryland corporation (the "Developer").

INTRODUCTORY STATEMENT

By Declaration dated May 5, 1987, and recorded among the Land Records of Baltimore County, Maryland, in Liber SM, No. 7513, Folio 93, et seq. (the "Original Declaration"), and by the Condominium Plat dated April 27, 1987, and recorded among the Land Records of Baltimore County in Condominium Plat Book SM No. 10, Folio 93, et seq. (the "Original Condominium Plat"), the Developer subjected the Stage 1 property (as described in the Original Declaration and shown on the Original Condominium Plat) to a condominium regime known as "Satyr Green Garden Condominium," expressly reserving for and unto itself, its successors and any assignee to whom the Developer specifically assigns such rights in writing, the right to expand and add to the condominium by subjecting one or more "Subsequent Stages," as that term is defined in the Original Declaration, to the condominium regime, all as more fully set forth in Article VIII of the Original Declaration.

By the First Amendment to Declaration dated November 30, 1987, and recorded among the Land Records of Baltimore County, Maryland, in Liber S.M. No. 7736, Folio 740, et seq. (the "First Amendment to Declaration"), and by the First Amendment to Condominium Plat, dated November 20, 1987, and recorded among the Land Records of Baltimore County, Maryland, in Condominium Plat Book S.M. No. 10, Folio 147, et seq. (the "First Amendment to Condominium Plat"), the Developer added to the condominium the Stage 2 property.

The Developer now desires to add Stage 3 (as more fully described in Article VIII of the Original Declaration and as more fully described in Article I of this Second Amendment to Declaration) to the condominium.

In conjunction with this Second Amendment to Declaration, the Developer has recorded among the Land Records of Baltimore County in Condominium Plat Book SM No. 11, Folio 31, et seq. an amendment to the Original Condominium Plat. Said plat amendment, prepared by Kenneth J. Wells, Inc., Land Surveyors, dated May 29, 1988, and entitled "Second Amendment to the Condominium Plat, Satyr Green Garden Condominium," is comprised of the following three (3) sheets: Sheet 1 (Stage 3, Parcel #3), Sheet 2 (Floor and Elevation Plan #2211 Lowell's Glen Road), and Sheet 3 (Floor and Elevation Plan #2213 Lowell's Glen Road). Said plat amendment is herein called the "Second Amendment to Condominium Plat."

The term "Declaration," as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the Original Declaration as amended by this First Amendment to Declaration and this Second Amendment to Declaration. The term "Condominium Plat," as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the Original Condominium Plat as amended by the First Amendment to Condominium Plat and the Second Amendment to Condominium Plat.

NOW, THEREFORE, THIS SECOND AMENDMENT TO DECLARATION WITNESSETH: That in the exercise of the right reserved unto itself under Article VIII of the Original Declaration, the Developer does hereby amend the Declaration as follows:

TRANSFER TO THE COUNTY OF BALTIMORE  
BALTIMORE  
By Charles A. Williams  
CLK. 6 28 88



ARTICLE I

The Developer hereby subjects to the regime established by the Condominium Act, and thereby adds to Satyr Green Garden Condominium, the land, buildings, units, common elements and property shown on the Second Amendment to Condominium Plat, all of are hereby included within the terms "Stage 3 of the condominium," "Stage 3 property" and "Stage 3" as follows:

(a) Land.

(i) The land that is included within Stage 3 and is hereby added to the condominium is "Parcel 3", as defined in Paragraph (a) of Article VIII of the Original Declaration, which land is shown and identified as "Reserved for Expansion of Condominium as Stage 3," on Sheet 1 of the Original Condominium Plat and as "Stage 3" on Sheet 1 of the Second Amendment to Condominium Plat.

(ii) The term "land", as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the parcels of ground heretofore included within said term, and the parcel of ground added to the condominium pursuant to Paragraph (a)(i) of this Article I.

(b) Building.

(i) The buildings that are included within Stage 3 and are hereby added to the condominium are two (2) three (3) story building structures, one of which contains twelve (12) condominium units (2211 Lowell's Glen Road), and one of which contains twelve (12) condominium units (2213 Lowell's Glen Road), which are constructed on Parcel 3 in accordance with architectural and other drawings prepared by Donald B. Ratcliffe, A.I.A. Architects, 10404 Stevenson Road, Stevenson, Maryland 21153, entitled "Satyr Green," dated July 22, 1986 (as itemized in Paragraph (c) of Article I of the Original Declaration), as heretofore and hereafter amended by or on behalf of the Developer. Diagrammatic floor plans of said buildings, showing the dimensions, floor area and location of each building, are contained on the Second Amendment to Condominium Plat.

(ii) The term "building," as defined in the Original Declaration and redefined in the First Amendment to Declaration, is hereby redefined to mean and include the structures heretofore included within the term, and the structures added to the condominium pursuant to Paragraph (b)(i) of this Article I.

(c) Units.

(i) Each of the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I is hereby divided into twelve (12) units, each of which consists of the three dimensional area described, and designated as a "Unit", in Paragraph (f)(i) of Article I of the Original Declaration. Each of the units added pursuant hereto is shown, identified by the combination unit number and street address specified therefore on the Second Amendment to Condominium Plat, as follows:

Units A, B, C, D, E, F, G, H, I, J, K and L, #2211 Lowell's Glen Road; and

Units A, B, C, D, E, F, G, H, I, J, K and L, #2213 Lowell's Glen Road.

(ii) The total number of units contained within the condominium is now seventy-six (76) units.

(d) Common Elements.

(i) Those portions of the property added to the condominium pursuant to Paragraphs (a)(i), (b)(i) and (c)(i) of this Article I which are not part of any unit shall become common elements, as such term is defined in Paragraph (g) of Article I of the Original Declaration.

(ii) Such common elements shall be limited common elements to the extent provided in Article V of the Original Declaration.

(iii) Those common elements added to the condominium pursuant to this Article I which are not designated as limited common elements pursuant to Paragraph (d)(ii) above shall be general common elements.

(e) Property.

(i) The property that is included within Stage 3 and is hereby added to the condominium consists of (A) the land added to the condominium pursuant to Paragraph (a)(i) of this Article I, (B) the buildings added to the condominium pursuant to Paragraph (b)(i) of this Article I, (C) all improvements, fixtures and structures erected on or in the land and buildings specified in items (A) and (B) above, and (D) all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ii) The terms "property," "condominium" and "condominium project," as defined in the Original Declaration and redefined in the First Amendment to Declaration, are each hereby redefined to mean and include all land, buildings, improvements, fixtures, structures and appurtenant rights heretofore included within each such term, and all land, buildings, improvements, fixtures, structures and appurtenant rights added to the condominium pursuant to this Article I.

(iii) All property now included within the condominium, including, without limitation, all property added to the condominium pursuant to this Article I, is subject to the rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements set forth in Paragraphs (b) and (d) of Article I of the Original Declaration, in (a) of Article I of the First Amendment to Declaration, and in Paragraph (a) of this Article I.

ARTICLE II

Upon the recordation of this Second Amendment to Declaration and the Second Amendment to Condominium Plat, (a) the percentage interest factors appurtenant to each of the units in Stages 1, 2 and 3 of the condominium, identical for the percentage interest in the common elements and the percentage interest in the common profits and expenses, shall be one seventy-sixth (1/76); and (b) the number of votes at meetings of the council of unit owners appurtenant to each of the units in Stages 1, 2 and 3 of the condominium shall be one (1) vote.

ARTICLE III

The respective rights and responsibilities of each unit owner and the council of unit owners with respect to the cleaning, maintenance, repair and replacement of the units and common elements added to the condominium pursuant hereto shall be as set forth in the Bylaws.

ARTICLE IV

(a) The terms, conditions, restrictions and provisions of the Original Declaration and the First Amendment to Declaration, except to the extent hereby amended, and the Bylaws



dated May 5, 1987, and recorded among the Land Records of Baltimore County in Liber SM No. 7513, Folio 128, at 899.1, are hereby ratified and confirmed, the same to remain in full force and effect, to the end and intent that Stages 1, 2 and 3 of the condominium shall comprise and constitute one condominium regime, to be known as "Satyr Green Garden Condominium," as established by the Original Declaration and expanded by the First Amendment to Declaration and this Second Amendment to Declaration.

(b) The terms, conditions, restrictions and provisions of this Second Amendment to Declaration shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units, except as otherwise expressly set forth in this Second Amendment to Declaration. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one violating or attempting to violate any of such terms, conditions, restrictions or provisions, provided, however, that, except as otherwise provided herein, all rights reserved by and for the benefit of the Developer under this Second Amendment to Declaration shall be exercisable and enforceable only by Developer, its successors, and any assignee to whom the Developer specifically assigns such rights in writing.

(c) If any term, condition, restriction or provision of this Second Amendment to Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the validity and enforceability of the remainder of this Second Amendment to Declaration, or the application of such term, condition, restriction or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, restriction and provision of this Second Amendment to Declaration shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Developer has signed this Second Amendment to Declaration on the day and year first above written.

ATTEST:

SATYR GREEN CORPORATION

Timothy R. Hearn  
Timothy R. Hearn, Secretary

BY: Thomas F. Zink, Jr. (SEAL)  
Thomas F. Zink, Jr., President

STATE OF MARYLAND

) to wit:

C RC/F 17.00  
DECLAR 0  
SM CLERK 17.00

COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 27th day of June, 1988, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared THOMAS F. ZINK, JR., the President of Satyr Green Corporation, a body corporate of the State of Maryland, and he acknowledged the foregoing First Amendment to Declaration to be the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

John H. Pallen Jr.  
Notary Public  
My Commission Expires: 7/1/90







# Satyr Green Condominium Association, Inc

Most recent Balance Sheet  
and  
Income and Expense Statement

A graphic element consisting of several overlapping geometric shapes in shades of gray, forming a stylized, angular shape that resembles a stylized 'F' or a modern architectural element.

**FirstService**  
RESIDENTIAL





## Financial Statement Summary Analysis



Association: SATYR GREEN GARDEN CONDOMINIUM ASSN.  
 Period ending: January 31, 2023  
 Accountant: Neecee Lopez

Total Operating Cash	\$303,452
Total Deferred Maintenance Cash	\$0
Total Reserve Cash	\$307,246
Total Cash	\$610,698

Total Accounts Receivable	\$21,112
Less: Allowance for Doubtful Accounts	\$5,421
Net Accounts Receivable	\$15,691

Accounts Receivable - Over 90 Days	\$16,398
------------------------------------	----------

Total Accounts Payable	\$8,402
------------------------	---------

Total Accrued Expense	\$6,116
-----------------------	---------

### Reserve Fund Analysis

Total Reserve Cash	\$307,246
Total Other Reserve Assets/Liabilities (Net)	\$0
Total Reserve Fund Balance	\$336,746
Difference	(\$29,500)

Should Equal Zero. If Positive, Reserves Owes Operating Cash  
 If (negative), Operating owes Reserves Cash

### Insurance:

Policy type:	Expiration
Package	4/1/2023

	ACTUAL	CURRENT MONTH BUDGET	VARIANCE Favorable (Unfavorable)	ACTUAL	YEAR TO DATE BUDGET	VARIANCE Favorable (Unfavorable)
Total Income (Loss)	\$6,394	\$417	\$5,977	\$6,394	\$417	\$5,977

### Operating Budget Variances Current Month - In Excess of \$2,500

General Ledger #	Account Description	Variance	Explanation
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
		\$0	

02/28/2023  
9:28 AM

2636 SATYR GREEN GARDEN COA  
BALANCE SHEET  
01/31/2023

Page: 1

C/O FirstService Residential  
400 Campus Dr  
Collegeville PA 19426

ACCOUNT #		ENDING BALANCE	TOTAL
	ASSETS		
	CURRENT ASSETS		
	CASH		
11910 2636E1	CASH OPERATING ENTRPSE #2146 INS PR	10,989	
11910 2636F1	CASH OPERATING FVC #3438 INS PROC	35,200	
11930	CASH OPERATING - ALLIANCE ASSOCIATION BA	257,263	
13014 2636A1	ALLIANCE BANK RES AAB RES MM #4442	4,574	
13020 2636M1	CASH RESERVE METROPOLITAN #2556	69,378	
13023 2636S1	WEBSTR BANK RES MNY MKT #2605	233,294	
	TOTAL CASH		610,698
	RECEIVABLES		
21000	ACCOUNTS RECEIVABLE	21,112	
22300	ALLOWANCE FOR DOUBTFUL ACCOUNTS	(5,421)	
	TOTAL RECEIVABLES		15,691
	PREPAID EXPENSES		
26100	PREPAID INSURANCE	2,035	
	TOTAL PREPAIDS		2,035
	TOTAL CURRENT ASSETS		628,424
	TOTAL ASSETS		628,424
	LIABILITIES & FUND BALANCE		
	CURRENT LIABILITIES		
42100	ACCOUNTS PAYABLE	(951)	
21005	PREPAID ASSESSMENTS	9,354	
	TOTAL ACCOUNTS PAYABLE		8,402
	ACCRUED EXPENSES		
43100	ACCRUED EXPENSES	6,658	
	TOTAL ACCRUED EXPENSES		6,658
	OTHER LIABILITIES		
44110 263601	INSURANCE CLAIM(S) - DOL 07/17/21	212,129	
	TOTAL OTHER LIABILITIES		212,129
	FUND BALANCE		
	OPERATING FUND		
51001	PRIOR OPERATING FUND BALANCE	72,593	
56010	PRIOR YEAR ADJUSTMENTS	(14,497)	
	CURRENT YEAR PROFIT / (LOSS)	6,394	
	TOTAL OPERATING FUND		64,490
	RESERVE FUND		
57600 R&R	RESERVE FUND BALANCE RESERVE/REPLACEMENT	331,275	
57620 INTERS	RSV-CURR YR CONTRIB RESERVE INTEREST	897	
57620 RC	RSV-CURR YR CONTRIB RESERVE CONTRIB	4,574	
	TOTAL RESERVE FUND		336,746
	TOTAL LIABILITIES & FUND BALANCE		628,424



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2636 SATYR GREEN GARDEN COA  
BALANCE SHEET  
01/31/2023

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C/O FirstService Residential  
400 Campus Dr  
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ACCOUNT #	ENDING BALANCE	TOTAL

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2636 SATYR GREEN GARDEN COA  
PROFIT & LOSS VARIANCE  
01/31/2023

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C/O FirstService Residential  
400 Campus Dr  
Collegeville PA 19426

ACCT #	DESCRIPTION	CURRENT MO. ACTUAL	CURRENT MO. BUDGET	MONTH DIFFERENCE	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE DIFFERENCE	ANNUAL BUDGET
	OPERATING INCOME							
60200	ASSOCIATION FEES	22,800	22,800	0	22,800	22,800	0	273,600
64000	LATE FEE INCOME	435	167	268	435	167	268	2,000
64075	CCS COLLECTIONS	140	0	140	140	0	140	0
68000	INTEREST INCOME	116	0	116	116	0	116	0
		-----	-----	-----	-----	-----	-----	-----
	GROSS OPERATING INCOME	23,491	22,967	524	23,491	22,967	524	275,600
	BAD DEBT							
70500	BAD DEBTS	417	417	0	417	417	0	5,000
		-----	-----	-----	-----	-----	-----	-----
	TOTAL BAD DEBT	417	417	0	417	417	0	5,000
	OPERATING EXPENSES							
	BUILDING MAINTENANCE							
71153	DRYER VENT CLEANING	0	625	625	0	625	625	7,500
		-----	-----	-----	-----	-----	-----	-----
	TOTAL BUILDING MAINTENANCE	0	625	625	0	625	625	7,500
	GENERAL MAINTENANCE & REPAIR							
72000	EXTERMINATING	375	250	(125)	375	250	(125)	3,000
72348	MAINTENANCE SUPPLIES	267	125	(142)	267	125	(142)	1,500
72381	GENERAL MAINTENANCE & REPA	0	2,917	2,917	0	2,917	2,917	35,000
72400	CLEANING JANITORIAL	1,600	1,680	80	1,600	1,680	80	20,160
		-----	-----	-----	-----	-----	-----	-----
	TOTAL GENERAL MAINTENANCE	2,242	4,972	2,730	2,242	4,972	2,730	59,660
	GROUPS MAINTENANCE							
74150	GROUPS MAINTENANCE	1,667	1,586	(81)	1,667	1,586	(81)	19,036
74226	TREE MAINTENANCE	0	417	417	0	417	417	5,000
74301	SNOW REMOVAL	1,598	1,667	70	1,598	1,667	70	20,000
74445	GUTTER CLEANING	0	0	0	0	0	0	5,000
		-----	-----	-----	-----	-----	-----	-----
	TOTAL GROUPS MAINTENANCE	3,264	3,670	406	3,264	3,670	406	49,036
	UTILITIES							
76200	ELECTRIC	317	458	141	317	458	141	5,500
76245	STREET LIGHTING	479	517	38	479	517	38	6,200
76455	FIRE EXTINGUISHER	0	83	83	0	83	83	1,000
76525	WATER & SEWER	542	542	0	542	542	0	6,500
76540	TELEPHONE	38	125	87	38	125	87	1,500
		-----	-----	-----	-----	-----	-----	-----
	TOTAL UTILITIES	1,376	1,725	349	1,376	1,725	349	20,700
	TAXES & INSURANCE							
77115	CORPORATE INCOME TAX	0	25	25	0	25	25	300
77516	INSURANCE	2,552	3,306	754	2,552	3,306	754	39,672
		-----	-----	-----	-----	-----	-----	-----
	TOTAL TAXES & INSURANCE	2,552	3,331	779	2,552	3,331	779	39,972
	ADMINISTRATIVE & OTHER EXPENSES							
78101	OFFICE EXPENSE	298	183	(115)	298	183	(115)	2,200
78400	BANK FEES	20	17	(3)	20	17	(3)	200
79700	MISCELLANEOUS EXPENSE	0	8	8	0	8	8	100
79800	CONTINGENCY	0	8	8	0	8	8	100
		-----	-----	-----	-----	-----	-----	-----
	TOTAL ADMINISTRATIVE & OTH	318	216	(102)	318	216	(102)	2,600
	PROFESSIONAL SERVICES							
81100	MANAGEMENT FEES	2,146	2,229	83	2,146	2,229	83	26,750
81200	LEGAL GENERAL	0	583	583	0	583	583	7,000
81400	ACCOUNTING/AUDIT	208	208	0	208	208	0	2,500
		-----	-----	-----	-----	-----	-----	-----
	TOTAL PROFESSIONAL SERVICE	2,354	3,020	666	2,354	3,020	666	36,250
	TOTAL OPERATING EXPENSES	12,524	17,976	5,452	12,524	17,976	5,452	220,718

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2636 SATYR GREEN GARDEN COA  
PROFIT & LOSS VARIANCE  
01/31/2023

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C/O FirstService Residential  
400 Campus Dr  
Collegeville PA 19426

ACCT #	DESCRIPTION	CURRENT MO. ACTUAL	CURRENT MO. BUDGET	MONTH DIFFERENCE	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE DIFFERENCE	ANNUAL BUDGET
	NET OPERATING INCOME	10,968	4,991	5,977	10,968	4,991	5,977	54,882
88001	RESERVE EXPENSE RESERVES RESERVE FUNDING	<u>4,574</u>	<u>4,574</u>	<u>1</u>	<u>4,574</u>	<u>4,574</u>	<u>1</u>	<u>54,882</u>
	TOTAL RESERVE EXPENSE	<u>4,574</u>	<u>4,574</u>	<u>1</u>	<u>4,574</u>	<u>4,574</u>	<u>1</u>	<u>54,882</u>
		-----	-----	-----	-----	-----	-----	-----
	NET INCOME / (LOSS)	<u>6,394</u>	<u>417</u>	<u>5,977</u>	<u>6,394</u>	<u>417</u>	<u>5,977</u>	<u>0</u>



ACCT NUMBER	ACCOUNT DESCRIPTION	January Actual	February Budget	March Budget	April Budget	May Budget	June Budget	July Budget	August Budget	September Budget	October Budget	November Budget	December Budget	TOTAL PROJECTED
	OPERATING INCOME													
60200	ASSOCIATION FEES	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	22,800	273,600
64000	LATE FEE INCOME	435	167	167	167	167	167	167	167	167	167	167	163	2,268
64075	CCS COLLECTIONS	140	0	0	0	0	0	0	0	0	0	0	0	140
68000	INTEREST INCOME	116	0	0	0	0	0	0	0	0	0	0	0	116
	GROSS OPERATING INCOME	23,491	22,967	22,967	22,967	22,967	22,967	22,967	22,967	22,967	22,967	22,967	22,963	276,124
	BAD DEBT													
70500	BAD DEBTS	417	417	417	417	417	417	417	417	417	417	417	413	5,000
	TOTAL BAD DEBT	417	417	417	417	417	417	417	417	417	417	417	413	5,000
	OPERATING EXPENSES													
	BUILDING MAINTENANCE													
71153	DRYER VENT CLEANING	0	625	625	625	625	625	625	625	625	625	625	625	6,875
	TOTAL BUILDING MAINTENANCE	0	625	625	625	625	625	625	625	625	625	625	625	6,875
	GENERAL MAINTENANCE & REPAIR													
72000	EXTERMINATING	375	250	250	250	250	250	250	250	250	250	250	250	3,125
72348	MAINTENANCE SUPPLIES	267	125	125	125	125	125	125	125	125	125	125	125	1,642
72381	GENERAL MAINTENANCE & R	0	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,913	32,083
72400	CLEANING JANITORIAL	1,600	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	1,680	20,080
	TOTAL GENERAL MAINTENANCE	2,242	4,972	4,972	4,972	4,972	4,972	4,972	4,972	4,972	4,972	4,972	4,968	56,930
	GROUNDS MAINTENANCE													
74150	GROUNDS MAINTENANCE	1,667	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,586	1,590	19,117
74226	TREE MAINTENANCE	0	417	417	417	417	417	417	417	417	417	417	413	4,583
74301	SNOW REMOVAL	1,598	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,663	19,931
74445	GUTTER CLEANING	0	0	0	0	5,000	0	0	0	0	0	0	0	5,000
	TOTAL GROUNDS MAINTENANCE	3,264	3,670	3,670	3,670	8,670	3,670	3,670	3,670	3,670	3,670	3,670	3,666	48,630
	UTILITIES													
76200	ELECTRIC	317	458	458	458	458	458	458	458	458	458	458	462	5,359
76245	STREET LIGHTING	479	517	517	517	517	517	517	517	517	517	517	513	6,162
76455	FIRE EXTINGUISHER	0	83	83	83	83	83	83	83	83	83	83	87	917
76525	WATER & SEWER	542	542	542	542	542	542	542	542	542	542	542	538	6,500
76540	TELEPHONE	38	125	125	125	125	125	125	125	125	125	125	125	1,413
	TOTAL UTILITIES	1,376	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	1,725	20,351
	TAXES & INSURANCE													
77115	CORPORATE INCOME TAX	0	25	25										

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C/O FirstService Residential  
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SATYR GREEN GARDEN COA  
13 MONTH TREND REPORT  
01/31/2023

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DESCRIPTION	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023
77516 INSURANCE	2,308	2,308	2,308	2,552	2,552	2,552	2,552	2,552	2,552	2,552	2,552	2,552	2,552
TOTAL TAXES & INSURANCE	2,308	2,308	2,308	2,552	2,552	2,552	2,552	2,552	2,552	2,552	2,552	2,552	2,552
78101 OFFICE EXPENSE	104	275	395	103	98	74	506	73	15	470	38	625	298
78400 BANK FEES	0	0	0	0	35	0	0	0	0	0	0	20	20
TOTAL ADMINISTRATIVE &	104	275	395	103	133	74	506	73	15	470	38	645	318
PROFESSIONAL SERVICES													
81100 MANAGEMENT FEES	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,146
81200 LEGAL GENERAL	1,566	575	1,925	845	1,461	143	888	105	1,090	951	1,111	(951)	0
81400 ACCOUNTING/AUDIT	0	395	0	0	0	0	0	0	0	0	0	2,000	208
TOTAL PROFESSIONAL SERV	3,649	3,053	4,008	2,928	3,544	2,227	2,971	2,188	3,174	3,035	3,195	3,132	2,354
TOTAL OPERATING EXPENSE	23,696	18,322	12,730	10,398	12,187	13,871	13,716	14,452	11,606	46,379	8,788	16,766	12,524
NET OPERATING INCOME	(956)	3,539	8,456	10,953	9,935	7,462	7,588	6,894	9,947	(24,986)	12,979	5,141	10,968
RESERVE EXPENSE													
88001 RESERVES RESERVE FUNDIN	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	4,574
TOTAL RESERVE EXPENSE	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	3,342	4,574
NET INCOME / (LOSS)	(4,298)	197	5,115	7,611	6,593	4,120	4,246	3,553	6,605	(28,327)	9,637	1,799	6,394





# Get more bank for your buck.

*Treasury* and *investment* solutions that help our clients navigate the complex association banking landscape.

## MONEY MARKET ACCOUNTS

FirstService Financial Program Rates Effective February 9, 2023

Money Market Accounts	Total Assets	Balances < \$100k	Balances > \$100k	FDIC Cert. #
Alliance Association Bank	\$70B	0.10%	0.50%	57512
American Deposit Management Co.*	\$3B	2.65%	2.65%	Various
Bank OZK	\$27B	0.10%	0.10%	110
Capital One Bank	\$444B	0.75%	1.80%	33954
First Citizens(CIT Bank)	\$110B	0.70%	0.70%	11063
CIBC	\$838B	4.00%	4.00%	33306
Community Advantage (Wintrust)**	\$52B	2.25%	2.25%	33935
Enterprise Bank & Trust	\$13B	4.08%	4.08%	27237
First Century Bank	\$1B	3.25%	3.25%	26647
First Virginia Community Bank	\$2B	2.55%	2.55%	58696
Metropolitan Commercial Bank**	\$6B	3.00%	3.00%	34699
Webster Bank	\$65B	4.00%	4.00%	30337
Signature Bank (NY)	\$120B	2.20%	2.20%	57053
US Bank**	\$600B	0.75%	3.40%	6548

\*American Deposit Management ("ADM") is a non-bank institutions that manage the Deposit In Place and Federally-Insured Cash Account ("FICA") Programs. \*\*Indicates banks who have enhanced deposit insurance solutions.

\*Rates are not guaranteed and are subject to change based on market conditions\*

## Creating value one step at a time.

FirstService Financial is an affiliate of your management company and receives a fee from the financial institutions listed above for their assistance with the development, placement, servicing and maintenance of their products. The interest rates noted above are net of the fee paid by the financial institution to FirstService Financial.



# Get more bank for your buck.

*Treasury* and *investment* solutions that help our clients navigate the complex association banking landscape.

## CERTIFICATES OF DEPOSIT

CD Rates	Specials	1 yr	1.5 yr	2 yr	3 yr	5 yr
Average rates from FDIC as of Feb 9, 2023	(Jumbo Rates)	2.03%	N/A	1.96%	1.91%	1.96%
Alliance Association Bank	7 months: 3.00%	2.75%	N/A	3.25%	2.75%	2.75%
Firsttrust Bank	12 months: 0.25%	0.25%	N/A	N/A	0.30%	0.35%
First Virginia Community Bank	11 months: 4.50%	N/A	N/A	N/A	N/A	N/A
CIT Bank (CAB)	9 months: 3.25%	4.00%	4.00%	3.75%	2.75%	N/A
CDARS (through Alliance Bank)**	>\$100K = 4.25% for 12m	4.25%	N/A	N/A	N/A	N/A

\*Rates are not guaranteed and are subject to change based on market conditions\*

\*\*CDARS is a fixed rate sweep product that allows once client to put up to \$50 million per tax ID in CDs. Please contact us directly for more details

## Creating value one step at a time.

FirstService Financial is an affiliate of your management company and receives a fee from the financial institutions listed above for their assistance with the development, placement, servicing and maintenance of their products. The interest rates noted above are net of the fee paid by the financial institution to FirstService Financial.

# Satyr Green Condominium Association, Inc

Operating Budget

A graphic element consisting of three overlapping rectangular blocks in shades of gray, arranged in a stepped, descending fashion from left to right.

**FirstService**  
RESIDENTIAL





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2636 SATYR GREEN GARDEN COA  
BUDGET WORKSHEET WITH PRIOR AUDITS  
06/30/2022

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C/O FirstService Residential  
400 Campus Dr

ACCOUNT	DESCRIPTION	APPROVED 2023 BUDGET
<b>OPERATING INCOME</b>		
60200	ASSOCIATION FEES	273,600
64000	LATE FEE INCOME	2,000
64050	LATE INTEREST	0
64075	CCS COLLECTIONS	0
64100	LEGAL INCOME	0
64300	NSF CHARGES	0
65100	MAINTENANCE & REPAIR I	0
68000	INTEREST INCOME	0
<b>GROSS OPERATING INCOME</b>		<b>275,600</b>
<b>BAD DEBT</b>		
70500	BAD DEBTS	5,000
<b>TOTAL BAD DEBT</b>		<b>5,000</b>
<b>OPERATING EXPENSES</b>		
<b>BUILDING MAINTENANCE</b>		
71159	FIREPLACE	7,500
<b>TOTAL BUILDING MAINTENANCE</b>		<b>7,500</b>
<b>GENERAL MAINTENANCE &amp; REPAIR</b>		
72000	EXTERMINATING	3,000
72348	MAINTENANCE SUPPLIES	1,500
72381	GENERAL MAINTENANCE &	35,000
72400	CLEANING JANITORIAL	20,160
<b>TOTAL GENERAL MAINTENANCE &amp; REPAIR</b>		<b>59,660</b>
<b>GROUNDS MAINTENANCE</b>		
74150	GROUNDS MAINTENANCE	19,036
74226	TREE MAINTENANCE	5,000
74301	SNOW REMOVAL	20,000
74445	GUTTER CLEANING	5,000
<b>TOTAL GROUNDS MAINTENANCE</b>		<b>49,036</b>
<b>UTILITIES</b>		
76200	ELECTRIC	5,500
76245	STREET LIGHTING	6,200
76455	FIRE EXTINGUISHER	1,000
76525	WATER & SEWER	6,500
76540	TELEPHONE	1,500
<b>TOTAL UTILITIES</b>		<b>20,700</b>
<b>TAXES &amp; INSURANCE</b>		
77115	CORPORATE INCOME TAX	300
77516	INSURANCE	39,672
<b>TOTAL TAXES &amp; INSURANCE</b>		<b>39,972</b>
<b>ADMINISTRATIVE &amp; OTHER EXPENSES</b>		
78101	OFFICE EXPENSE	2,200
78400	BANK FEES	200
79700	MISCELLANEOUS EXPENSE	100

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2636 SATYR GREEN GARDEN COA  
BUDGET WORKSHEET WITH PRIOR AUDITS  
06/30/2022

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C/O FirstService Residential  
400 Campus Dr

ACCOUNT	DESCRIPTION	APPROVED 2023 BUDGET
79745	SOCIAL ACTIVITY EXPENS	0
79800	CONTINGENCY	100
<b>TOTAL ADMINISTRATIVE &amp; OTHER EXPENSES</b>		<b>2,600</b>
<b>PROFESSIONAL SERVICES</b>		
81100	MANAGEMENT FEES	26,750
81200	LEGAL GENERAL	7,000
81400	ACCOUNTING/AUDIT	2,500
<b>TOTAL PROFESSIONAL SERVICES</b>		<b>36,250</b>
<b>TOTAL OPERATING EXPENSE</b>		<b>220,718</b>
<b>NET OPERATING INCOME</b>		<b>54,882</b>
<b>RESERVE EXPENSE</b>		
88001 R	RESERVES RESERVE FUNDING	54,882
<b>TOTAL RESERVE EXPENSE</b>		<b>54,882</b>
<b>NET INCOME / (LOSS)</b>		<b>0</b>



# Satyr Green Condominium Association, Inc

Reserve Study or Summary

A graphic element consisting of three overlapping rectangular blocks in shades of gray, arranged in a stepped, L-shaped configuration.

**FirstService**  
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## **CAPITAL RESERVE STUDY**

October 2021

Submitted to:

**Satyr Green Condominium**  
**c/o First Service Residential**  
**28 Allegheny Ave, Suite 515**  
**Towson, Maryland 21204**



Submitted by:

**Architectural Support Group, LLC. T/A ASG**  
3423 Olney-Laytonsville Road, Suite 7B, Olney, MD 20832  
443-733-1200 x101 (o) 443-733-1219 (f)  
[www.asgidd.com](http://www.asgidd.com)



ASG Job Code: SAT3101





October 10, 2021

Board of Directors  
Satyr Green Condominium  
c/o First Service Residential  
28 Allegheny Avenue, Suite 515  
Towson, Maryland 21204

ASG Job Code: **SAT3101**

RE: Capital Reserve Study

Dear Board Members:

We are pleased to present this CAI Level II Reserve Study for Satyr Green Condominium. Our findings are summarized in the Executive Summary on pages 4-6. Our report is based on our observations and analysis of information supplied to us by your representatives. If no changes are required, please consider this the final product per our agreement. However, if minor changes are required, please contact us and we will be happy to make the requested revisions and reissue the report.

We would like to thank you for this opportunity to be of service. If you have any questions regarding our findings and recommendations, please do not hesitate to contact us. We recommend this study be updated every three years as a minimum.

As a full service architectural consulting firm, ASG is uniquely positioned to assist your organization in the future as assets are replaced or repaired. Having a professional on your team can help a project go more smoothly and efficiently. ASG has assisted many organizations with bidding and negotiation of contracts, managing the re-construction project and providing an independent review of the contractor's work and pay applications. We would be pleased to continue to assist your Association in the future.

Sincerely,  
Architectural Support Group, LLC



Michael Daly, AIA, NCIDQ, LEED AP BD +C, RS  
Managing Principal



Tiffany Smith  
Associate



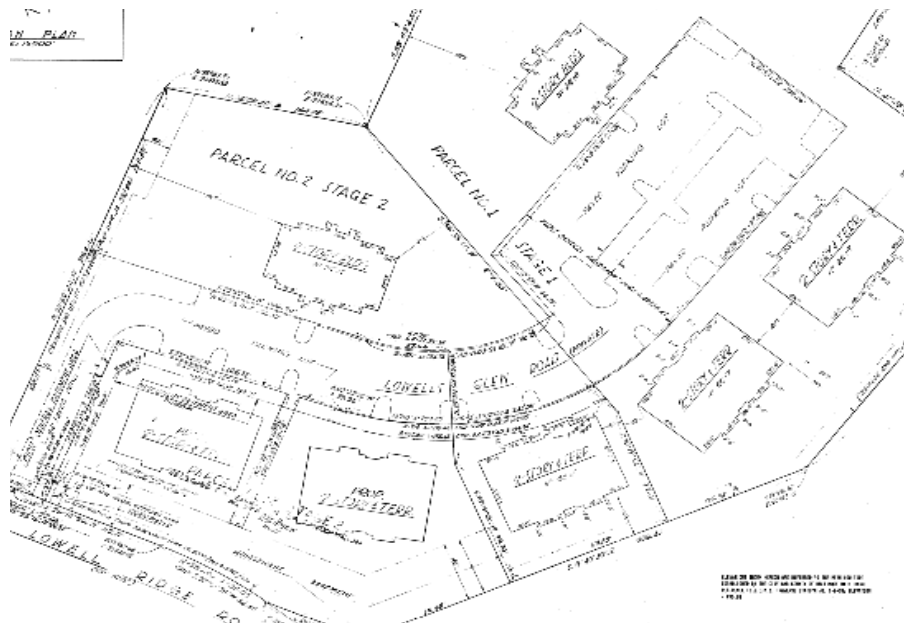
## Satyr Green Condominium

Lowells Glen Road • Parkville • MD • 21234

Reserve Study October 2021

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### Satyr Green Condominium



## Satyr Green Condominium

Lowells Glen Road • Parkville • MD • 21234

## II. Exective Summary

Reserve Study October 2021

We at Architectural Support Group, LLC. ("ASG") are pleased to present this Level II Capital Reserve Study for **Satyr Green Condominium**. This study is comprised of a Physical and Financial Analysis in accordance with the "National Reserve Study Standards" adopted by the Community Association Institute (CAI). We are proud to be able to claim that as a member of CAI's Reserve Specialist Committee, we assisted in the formation of the only published standard of its kind. The standard Best Practices Guide is attached to the end of this report for your reference. This study shows changes to the cost and remaining useful lives of the reserve items as well as changes that have occurred due to asset replacement.

### I.A. General Property Description

Satyr Green consists of two different sized buildings. There are five "3 story" buildings and two "2 story" buildings. The Community was constructed in approximately 1990. Each home is finished with cedar siding and a brick veneer interior.

The physical assets were viewed by ASG on September 10, 2021. The costs and estimated useful lives of the line items in the reserve schedules have been estimated to reflect the age of the assets.

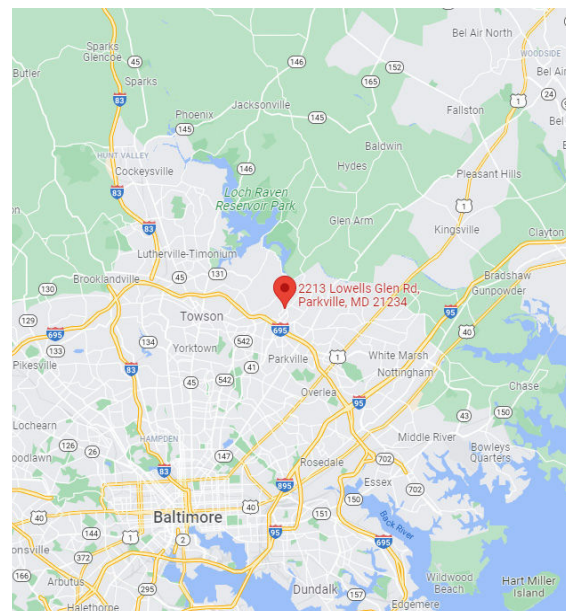
The Association's Property Manager, Atash Nengel, submitted the expense and balance sheet to ASG for use in this update. The Capital Reserve balance was listed at \$162,391 with a projected annual contribution to the Reserves of \$56,335 in 2021. Per the CAI National Standards, this report is a **Level II Study**, which is intended as an inventory listing of the common assets with estimated replacement costs and estimated remaining material life.

This report is not intended to be an in-depth condition assessment of every component found at Satyr Green, but rather an assessment based on our visual review. Please refer to the Assumptions and Methodology on page 7. No warranties are expressed or implied as to the estimated remaining life assigned to each asset.

### SITE MAP



### VICINITY MAP





Lowells Glen Road • Parkville • MD • 21234

Reserve Study October 2021

**II.A. Physical Analysis**

As can be seen in the included schedules, the major expenses in the near to not too distant future involve roof replacement, exterior siding repairs, and interior updates. The following is a brief summary of findings regarding the listed component items. Not all items observed are included in the following summary. During our site visit we observed the following general conditions of each asset category:

Overall site components at Satyr Green Condominium were observed to be in good condition with normal aging.

**Asphalt:**

The asphalt appeared to be in good condition and repairs have been made since our last site visit. We have provided a general budget to perform sealcoating as well as crack-fill and restriping every five years. (See section IV. A. Photos 1-4)

Please note that we paid close attention to the timing of the recommended asphalt repairs. We excluded funding for repairs and restriping if the asphalt was scheduled for a full mill and overlay. Specifically, sealcoating was not performed within five years prior to or after a full replacement, and patch repairs were not performed for at least five years after the scheduled mill & overlay.

**Concrete:**

The concrete sidewalks, curbs, and gutters were in good condition with normal signs of aging. We noted a few small repairs throughout the property as shown in the photo section of this report. We have also provided a general budget to repair sections of the concrete on a five year schedule as shown on page 12 of this report. (See section IV. A. Photos 1, 3-4)

**General Site Items:**

The main sign for the community was in good condition and appeared to have been replaced since our last site visit. We have provided both a replacement budget as well as a maintenance budget in our report. (See section IV. A. Photo 5)

There were a total of seven mailboxes which varied in age. Five of the seven have recently been replaced. We have provided a budget to replace the remaining two mailboxes

with styles similar to the ones recently installed, which include a parcel box. (See section IV. A. Photo 6)

The split rail fence located in the rear of 2215 was in fair condition with normal signs of aging. The adjacent bushes had grown through the fence and should be cut back to help preserve the life of the fence. A medium sized branch also covers the rear walkway at shoulder height which should be removed to allow safe egress to and from the building. (See section IV. A. Photo 7)

The retaining wall, located in the rear of building 2212, is in fair condition with normal signs of aging. The top boards of the wall have deteriorated and should be replaced to help extend its useful life. We have provided a general budget to make the repair however unforeseen variables may increase the price of the repair or adjust the useful life. (See section IV. A. Photo 18)

**Building Exterior:**

The two story buildings have cedar siding and the three story buildings have both cedar siding and a brick facade on the lower levels. The siding appeared to have had several repairs since our last site visit. We have provided a budget for the replacement of damaged siding each year, as well as a regular painting schedule, as shown on page 13. (See section IV. A. Photos 1-3 & 9-12)

On building 2218 we observed two areas in need of repair. One area was on the northern side of the building, near a disconnect switch. The second area was on the southern side on the utility room doors. We also observed nails protruding through on the inside of most utility room doors. We recommend that these nails are bent to prevent any possible injury. (See section IV. A. Photos 9-12)

The brick facade on the lower levels of the "3 story" buildings were good overall condition. We did note some retaining wall cap stones in the rear of the buildings had come loose and should be repaired.

We also observed several exterior vents which were filled with what appeared to be dryer lint. We recommend

Physical analysis continued on next page.

having these vents cleaned annually to prevent a possible ventilation hazard. It is our understanding that this maintenance is the Unit Owners responsibility and as such all cost associated with this recommendation have been excluded from this report. (See section IV. A. Photo 13)

The roofs are mostly original and schedule to be replaced. In 2021 building 2213 and 2215 had new roofs installed. In 2022, building 2212 and 2218 are scheduled to be replaced. In 2023 we have scheduled building 2211 and 2217, and in 2024 we have scheduled building 2219.

The gutters were in good condition overall. We noted the buildings that were closest to trees had plants growing in the gutters. We recommend a semi-annual cleaning of the gutters as part of regular maintenance. (See section IV. A. Photo 20)

#### Building Interior:

The interior of the buildings were in good condition with normal signs of aging. The carpeting was in good condition despite stains being visible in some areas. The walls were covered in a brick facade, and the ceilings were drywall. Some areas near the stairwell were also drywall. There were several areas of the drywall that were damaged and should be repaired, however that is considered normal wear and tear; as such all costs have been excluded from this report. (See section IV. A. Photo 14)

#### Entry System:

The entry system is original but appeared to be in good working order. We asked an entry system installer, Custom Electronic Services, for a general budget to replace the devices currently in place, manufactured by Select Engineered Systems, Inc., as shown on page 14 of this report. (See section IV. A. Photo 16)

Please note that they provided three budget options for the property:

- 1.) DoorKing 1802-EPD (a basic panel with no remote programming = \$1,950 per building
- 2.) DoorKing 1834 - remote programming, keypad entry only. = \$3,500 per building
- 3.) DoorKing 1935 - remote programming, keypad and card reader = \$5,400 per building. Cards = \$4.25 each/  
Fobs = \$7.50 each

#### Special Note:

Building 2213 was struck by lightning in 2021, which resulted in a fire. The cost of the repairs are not included in this report as it is our understanding that the Condominium's insurance company is handling these repairs. The age of several interior components, such as carpet, drywall, and light fixtures, will vary from the rest of the community based on the repair scope observed during our site visit.

II.B. FINANCIAL ANALYSIS

Per the Component Method, your community's Capital Replacement reserve account is funded to **26%** of the "Fully Funded" level. Based on this we recommend that the Community perform a special assessment to collect a portion of the funds needed for the erosion repairs to the stormwater pond. The Component Method, as further defined in this report, is a straight line analysis of each component without consideration for interest earned on your fund or current inflation rates. For purposes of this report we use reported construction inflation versus consumer price inflation as this is more true to the replacement costs.

The Cash Flow Method, which gives a more global picture and INCLUDES interest earned and inflation, shows that with no changes to the current annual contributions, the capital reserve account is calculated to become underfunded in **2031**. This is primarily due to the amounts paid to repair, replace or maintain scheduled components being greater than the funds that the Association is collecting to fund its Capital Reserve Fund.

If the recommended replacements were carried out as scheduled, an increase in funds will be needed in order to offset the anticipated replacement expenses calculated to happen from 2021 - 2042.

Lenders such as Fannie Mae and Freddie Mac have specific guidelines regarding reserve accounts. One requirement is that the association has a minimum annual budgeted replacement reserve allocation (contributions) of 10% of the total annual operating income (see section V. № 13 & 14 for references).

Any community falling short of this 10% budgeted reserve requirement can use a reserve study showing adequate funding as an alternative. The Cash Flow analysis and 40 year account balance graph in Section III.C.2.a. details two (2) potential funding plans to ease the amount of influx of funds needed to keep reserve accounts at a healthy level. It is recommended to maintain the accounts up to at least a 70% "fully funded" status as favorable lender reviews should result.

## RECOMMENDATIONS:

Based on using both the Component Method and the Cash Flow Method to calculate and analyze the funds needed to replace the Association's assets, we recommend the following courses of action:

1. Based on the funding strategies explored (see section III.2.a, Optional Funding Plans), **Option B** appears to be the best suited for the association at this time to stay competitive with other communities and to maintain a sustainable path to the future.

It is important that the association strive to maintain a healthy Reserve Fund that can foresee the major expenses in the future without special assessments and significant percentage increases to annual contributions. With the recommended funding methods noted in Section III.C.2. your association will have the necessary funds to replace components for the duration of this 40 year study.

These recommendations are based on the account balance earning an annual 2.5% interest compounded quarterly and applying a 3.5% inflation rate annually. Though this funding plan should be sufficient for the next 40 years, a reserve study update should be completed every 3 years to adjust the remaining life of the reserve assets, to adjust for any changes in the inflation and interest rate, and to list any unforeseen or sooner than normal asset replacements that may occur as the community ages.

2. Invest in a system to store paper and electronic documents such as site drawings, contracts, proposals and warranties for repairs to and replacement of assets of the community. These important documents will be needed in the future for contractor bidding, detailed locations and quantities of assets such as asphalt, roofing, sidewalks, etc. Since these paper prints will, in time, deteriorate, we recommend that the most important documents be scanned so that an electronic copy can be archived and copies made for use. We do not recommend relying on any Management company to be the only holder of the documents for your community. Storing them in a cloud based system might be the easiest for all to use.



3. Create an approved “Plan of attack” to begin scheduled replacement items on a “proactive” approach rather than on a “reactive” approach. This should be updated annually. This Strategic Replacement plan will then become the basis for all future repairs and maintenance.

4. Have this study updated on paper annually with a minimum physical inspection conducted every three years to review the aging of the components and to adjust pricing and estimated remain life expectancies.

### III.A. Assumptions

This report assumes that all of the assets listed herein are the responsibility of Satyr Green to replace when they reach the end of their useful life. Based on our review of the documentation available, the following additional assumptions have been made as to items that are not included in this report. The Client should review these assumptions for their accuracy as further research to determine their inclusion is currently beyond the scope of ASG’s contracted service.

1. The recommendations for asset replacements will be carried out.
2. Normal Maintenance & Servicing of components will be completed

### III.B. Methodology

A Capital Reserve Study is a report giving an “estimate” of the amount of money which must be put aside to replace the major items (or building components) that will wear out before the entire community or project wears out. Per the Community Associations Institute’s (CAI) standards this study is presented with both the “Component Method” of Analysis, and a Cash Flow analysis. The “Component Method” is a straight line analysis of each individual listed asset (component) that compares the current replacement cost against the remaining life of that component.

Calculations are made to assign an available current reserve funds to that individual component. This step must first be completed to establish the list of components

and when they are anticipated to be replaced. The “Cash Flow Method” of analysis takes the estimated remaining life of all components and reviews the funds required from year to year (ASG studies a 40 year time frame). As the estimated annual expenses occur along with the annual contributions, a running total balance can be analyzed to see if the total pool of money will be enough to fund all needed future replacements. It is common that the Component summary will show more money is needed to bring the account to a “fully funded” status whereas the “Cash Flow Study” might show that the pool of money is adequate to handle the future expenses. The Cash Flow method gives the long term view and as such tends to be a better picture of the total reserve fund. Care must be taken however to not “borrow” cash from the funding of long term replacement items.

The “Cash Flow” analysis includes interest earned and inflation on projected expenses.

The commonly accepted guidelines as established by “CAI”, the National Association of Certified Public Accountants, and the judgment and architectural experience of Architectural Support Group, LLC. have been used as a basis for the reserve schedules included in this report. The schedule, when implemented in conjunction with a well planned preventative maintenance program, should provide adequate funds for the replacement of the facility’s assets as they reach the end of their useful lives. In order to assure that this schedule remains current, a re-assessment of the existing condition and replacement costs for each item is necessary a minimum of every three (3) years. Annual “paper” updating of the schedule, reduction of the useful lives, and adjustment of the replacement costs (if needed), may be executed without the need for a reexamination. The schedule must also be adjusted as common elements are added or modified. This is especially important if the organization will be adding future assets such as nature trails, asphalt pathways, etc. on site. It is very important to note that this reserve schedule must be reviewed relative to the overall operating budget for this association with your tax advisor. The client’s review should assure that no overlap exists. An example of this would be the inclusion of an item in the reserve schedule which also

has a maintenance contract to replace the item as it wears out. Based on our review, it appears no such overlap exists. As a final note, ASG has no other involvement with this entity that might present a conflict of interest.

### **III.C. Definition of Schedule Categories**

#### **Estimated Remaining Life**

ASG conducted site visits to develop an approximation of the remaining life of each asset depending on its current condition. Many items are not visible, hence it must be assumed that it was installed under some type of professional overview. The estimated remaining life is the estimated useful life minus the asset's length of time in service. Adjustments in the negative direction are made when the asset is aging prematurely, construction defects are found or assumed to exist. Adjustments in the positive direction may be made if timely repairs and/or maintenance have been made. This is usually a subjective analysis by the field technician, and is not intended to be a full condition assessment of the physical properties of the assets.

#### **Condition Code**

During the visual condition examination, items observed were given the following general descriptions to help the reader understand the assets condition. The following codes and explanations relate to each noted asset.

**UC - Unsafe conditions** exist, which should be addressed immediately.

**RN - Repairs needed** now to minimize further asset degradation.

**FA - Further analysis** should be performed beyond this scope due to limited sampling or limited visual symptoms available during the site visit.

**NATT - None at this time** other than creation of reserves for replacement.

**IA - Immediate action** is needed to correct deficiencies.

**MR - Major repairs** or upgrade needed.

#### **Notes:**

The categorized schedules typically will include a listing of specific notes for certain line items. These notes are given to advise the client of the need for special attention, immediate action, or needs for further study. The lack of a note typically indicates that the component is aging normally and will require replacement in a normal time frame provided proper maintenance.

### **3. The "Cash Flow Method" Of Funding**

Included in this report is a cash flow analysis per the requirements of the CAI National Reserve Study Standards. As this study includes all of the association's assets no matter how long it will take to require replacement, the analysis projects income and expenses over a 40 year period.

This analysis is for cash income and expenses and includes interest and inflation adjustments. The attached spreadsheet in chapter III. Section E. shows the income and expenses and account balance (principal) over 20 years and charts the account balances over 40 years. Annual updates and adjustments for age and items replaced should be made. As such, the "Current Year Reserve Funding Required" includes all assets even beyond the 20 year period.

If your association is currently not adequately funding the reserve accounts, we have included some alternate funding plans for you and your Accountant's consideration. Using both the component and cash flow methods will provide you with a clear picture of the financial needs of your facility as it ages over time.

### **III.C. Definition of Component Schedule Categories**

#### **1. The “Component Method Summary”**

(See Section III.C.1. Page 11)

##### Replacement Reserve Major Asset Categories

The major reserve categories are organized on the following schedules by major asset subgroups. If the community has been constructed in multiple phases over the course of many years, a delineation by phase (2 year increments minimum) is also included.

-The following are summaries from the schedules in Section III.C.1a

##### Replacement Cost Present Dollars

This is the estimated cost of replacing the listed line items in present day dollars. These numbers are taken from the individual spread sheets of each major physical asset category. They are based on general cost estimates of the quantified assets.

##### Current Reserves Required

The amount that should be in the reserve fund in present dollars based on the replacement cost and the amount expended (aged) to date. This number is strictly a guide to judge current reserves funding.

##### Current Reserve Funds Available

This number is provided by the client, and indicates dollars available to the organization in reserve designated account(s). The total is given by the client, the amounts per asset category are taken from the individual spread sheets.

##### Balance Requiring Funding

Difference between current reserve funds available and current reserves required.

##### Calculated Monthly Contribution

Yearly reserve funding required divided by twelve.

##### Calculated Annual Contributions

The recommended total annual contribution to the reserves for the upcoming period in order to provide for adequate funding.

Divide this number by the number of units to get the per unit annual assessment for replacement reserves. A comparison of the current annual reserve contribution budget is made to the total recommended annual reserve contribution. It is very common that organizations having their first reserve study are finding that they are underfunded to replace the long term items.

#### **2. The “Schedule Of Reserve Components By Category” (See Section III.C.1.a. Pages 12 - 14)**

##### Asset Description

Individual line item assets are grouped in both phases of original construction, where applicable, and by subgroup headings. Assets can be listed more than once due to certain quantities of the asset needing replacement sooner than other quantities.

##### Quantities

The quantities which are used as a basis for this report were developed by Architectural Support Group, LLC. through a site review and a drawings obtained from management. Basic assumptions for underground unknowns were conducted when necessary.

##### Unit Cost

The construction and replacement costs used in this report are based primarily on the various publications written by the R.S. Means Company, or by actual known costs from manufacturers or contractors. These are listed in the Bibliography. These prices are then adjusted for inflation using a weighted factor.

##### Typical Useful Life

The useful life values, which are used as part of this report, are established by industry standards and the field experience of ASG. In order to ensure that all items attain their anticipated useful lives, it is important that a well-planned inspection and maintenance program be established.



COMPONENT METHOD SUMMARY**						
LISTED BY MAJOR ASSET CATEGORIES						
REPLACEMENT RESERVE MAJOR ASSET CATEGORIES	REPLACEMENT COST - PRESENT DOLLARS	CURRENT RESERVES REQUIRED	CURRENT RESERVE FUNDS AVAILABLE	BALANCE FOR FULL FUNDING	CALCULATED MONTHLY CONTR.	CALCULATED ANNUAL CONTR.
SITE ITEMS	\$468,597	\$147,910	\$38,328	\$109,582	\$3,247	\$38,966
BUILDING EXTERIOR	\$647,616	\$407,493	\$105,594	\$301,899	\$12,555	\$150,661
BUILDING INTERIOR	\$134,601	\$71,270	\$18,468	\$52,802	\$3,247	\$38,966
TOTAL	\$1,250,814	\$626,674	\$162,391*	\$464,283	\$19,049	\$228,593

Number of Units	Contr. per 2021 budget	Current contr \$/unit/month	Current contr \$/unit/year	Full Funding \$/unit/mon.	Full Funding \$/unit/year
76	\$56,335	\$61.77	\$741.25	\$250.65	\$3,007.81

PERCENT FUNDED	26%
-------------------	-----

\*The total starting balance of existing Reserve accounts given to ASG by management as of December 31, 2021.

\*\* See definitions Section III.C. (page 10)

### III.C.1. COMPONENT METHOD SUMMARY

The following charts are the Summary of Replacement Reserve Schedules developed to establish the required funding to replace the major components of the buildings contained in this report, when those items reach the end of their useful life. This Summary Schedule is a compilation of the separate category sheets which follow and shows the COMPONENT METHOD funding analysis.

These funding recommendations will bring the organization's reserves up to "fully funded" under the Component Method of analysis. For further funding recommendations see the Cash Flow Method Summary on page 15.

Refer to page 16 for a CASH FLOW ANALYSIS GRAPH of Satyr Green Condominium.

### COMPONENT METHOD CONCLUSION:

Currently, under the "Component Method" of calculating the needed reserves, Satyr Green is projected to be at 26% of the "fully funded" level at the end of the 2021 year. The Total Replacement Cost in present day dollars is \$1,250,814.

To be *Fully Funded* is to have a reserve balance which will replace each component item at the time replacement is required without taking funds from other future replacement items (\$626,674 is required as of this report).

Based on the Component Method of calculating the needed reserves, which is based primarily on the expenditures of the "Current Reserve Funds Available", the 2021 Reserve Contribution that would be required is \$228,593 annually to prevent accounts from becoming underfunded. To maintain proper cash flow over time the "Cash Flow Method" of funding on the following pages should be reviewed.

# Satyr Green Condominium

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III. Reserve Study Continued

Reserve Study October 2021

## III.C.1.a Component Schedules

SATYR GREEN CONDOMINIUM													
SCHEDULE OF RESERVE COMPONENTS BY CATEGORY													
Asset Description	Qty	Unit	Unit Cost-Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replacement Cost-Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/ Notes
SITE COMPONENTS													
ASPHALT & CONCRETE													
Asphalt - Mill & Overlay	43,243	S.F.	\$4	25	24	\$172,970	\$6,919	\$971	\$597	\$7,167	NATT	1-4	3" Mill & Overlay
Asphalt - Sealcoat & Restripe	43,243	S.F.	\$0.30	5	2	\$12,973	\$7,784	\$1,093	\$495	\$5,940	RN	1-4	Estimated Budget
Asphalt - Repairs (5%)	2,162	S.F.	\$4	5	7	\$8,649	(\$3,459)	(\$486)	\$109	\$1,305	NATT	1-4	Estimated Budget
Concrete Sidewalks	10,726	S.F.	\$10	35	15	\$107,262	\$61,293	\$8,606	\$548	\$6,577	NATT	3-4	Estimated Budget
Concrete Curb & Gutter	2,564	L.F.	\$12	35	24	\$30,763	\$9,668	\$1,358	\$102	\$1,225	NATT	3-4	Estimated Budget
Concrete Repairs	536	S.F.	\$10	5	1	\$5,363	\$4,290	\$602	\$397	\$4,761	RN	3-4	5% Repair Budget
GENERAL SITE ITEMS													
Main Community Sign	1	L.S.	\$7,000	20	18	\$7,000	\$700	\$98	\$32	\$383	NATT	5	Estimated Budget
Mailbox 2218- 8 Unit	1	Ea.	\$3,040	25	2	\$3,040	\$2,797	\$393	\$110	\$1,324	RN	6	Replace with 8 + Parcel
Mailbox-2219-12 + Parcel	1	Ea.	\$3,100	25	20	\$3,100	\$620	\$87	\$13	\$151	NATT		
Mailbox-2217-12 Unit	1	Ea.	\$3,100	25	2	\$3,100	\$2,852	\$400	\$112	\$1,350	RN	6	Replace with 12 + Parcel
Mailbox-2215-12 Unit +Parcel	1	Ea.	\$3,100	25	20	\$3,100	\$620	\$87	\$13	\$151	NATT		
Mailbox-2213-12 Unit +Parcel	1	Ea.	\$3,100	25	20	\$3,100	\$620	\$87	\$13	\$151	NATT		
Mailbox-2211-12 Unit +Parcel	1	Ea.	\$3,100	25	20	\$3,100	\$620	\$87	\$13	\$151	NATT		
Mailbox-2212-12 Unit +Parcel	1	Ea.	\$3,100	25	20	\$3,100	\$620	\$87	\$13	\$151	NATT		
Wooden Retaining Wall*	460	S.F.	\$40	30	9	\$18,400	\$12,880	\$1,808	\$154	\$1,844	NATT	17-18	Replace with Segmental Block
Retaining Wall Repairs*	1	L.S.	\$2,600	30	1	\$2,600	\$2,513	\$353	\$187	\$2,247	RN	17-18	Replace Sections
Metal Railing*	70	L.F.	\$18	30	8	\$1,260	\$924	\$130	\$12	\$141	NATT		
Split Rail Fencing	1	L.S.	\$1,917	25	3	\$1,917	\$1,687	\$237	\$47	\$560	RN	7	~30 L.F.
Signage	1	L.S.	\$750	20	10	\$750	\$375	\$53	\$6	\$70	NATT		General Budget
Pet Waste Stations	2	Ea.	\$850	15	8	\$1,700	\$793	\$111	\$17	\$199	NATT	19	
UNDERGROUND SITE ITEMS													
Storm Water Piping*	600	L.F.	\$23	60	31	\$13,800	\$6,670	\$937	\$35	\$415	NATT		Pipe Relining
Sanitary Sewer Piping*	1,175	L.F.	\$23	60	31	\$27,025	\$13,062	\$1,834	\$68	\$813	NATT		Pipe Relining
Water Piping*	1,175	L.F.	\$23	60	31	\$27,025	\$13,062	\$1,834	\$68	\$813	NATT		
Electric Lines*	50	L.F.	\$150	10	10	\$7,500	\$0	\$0	\$63	\$750	NATT		Estimated Repair Budget
*Estimated Based on Limited Documentation													
TOTALS						\$468,597	\$147,910	\$20,768	\$3,220	\$38,635			

Components continued on next page.

# Satyr Green Condominium

Lowells Glen Road • Parkville • MD • 21234

III. Reserve Study Continued

Reserve Study October 2021

## III.C.1.a Component Schedules

SATYR GREEN CONDOMINIUMS													
SCHEDULE OF RESERVE COMPONENTS BY CATEGORY													
Asset Description	Qty	Unit	Unit Cost-Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost - Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/ Notes
<b>BUILDING EXTERIOR GENERAL</b>													
Brick Repointing	886	L.S.	\$10	10	8	\$8,461	\$1,692	\$439	\$84	\$1,003	NATT	8, 14	10% Repairs
Cedar Siding - Phase 1	484	S.F.	\$11.70	2	1	\$5,657	\$2,828	\$733	\$410	\$4,924	RN	1, 3, 8	1% Total S.F. Repair Budget
Cedar Siding - Phase 2	484	S.F.	\$11.70	2	2	\$5,657	\$0	\$0	\$236	\$2,828	RN	1, 3, 8	1% Total S.F. Repair Budget
Exterior Paint - Phase 1	24,175	S.F.	\$1.20	10	1	\$29,010	\$26,109	\$6,766	\$1,854	\$22,244	RN	1, 3, 8	50% Total Siding
Exterior Paint - Phase 2	24,175	S.F.	\$1.20	10	2	\$29,010	\$23,208	\$6,014	\$958	\$11,498	RN	1, 3, 8	50% Total Siding
<b>3 STORY BUILDING EXTERIOR</b>													
Asphalt Roofing Shingles*	1	L.S.	\$29,500	25	2	\$29,500	\$27,140	\$7,033	\$936	\$11,234	RN	3	Bldg 2211
Asphalt Roofing Shingles*	1	L.S.	\$29,500	25	25	\$29,500	\$0	\$0	\$98	\$1,180	NATT		Bldg 2213
Asphalt Roofing Shingles*	1	L.S.	\$29,500	25	25	\$29,500	\$0	\$0	\$98	\$1,180	NATT		Bldg 2215
Asphalt Roofing Shingles*	1	L.S.	\$29,500	25	2	\$29,500	\$27,140	\$7,033	\$936	\$11,234	RN	1, 8	Bldg 2217
Asphalt Roofing Shingles*	1	L.S.	\$29,500	25	3	\$29,500	\$25,960	\$6,727	\$633	\$7,591	RN		Bldg 2219
Exterior Trim	1,000	L.F.	\$6.25	20	10	\$6,250	\$3,125	\$810	\$45	\$544	NATT	1, 3, 8	
Gutters	570	L.F.	\$9.50	25	3	\$5,415	\$4,765	\$1,235	\$116	\$1,393	RN	1, 3, 8	
Downspouts	1,000	L.F.	\$9.50	25	3	\$9,500	\$8,360	\$2,166	\$204	\$2,445	RN	1, 3, 8	
Common Area Windows	30	Ea.	\$1,250	35	8	\$37,500	\$28,929	\$7,496	\$313	\$3,750	NATT		
Storefront with Door	350	S.F.	\$75	35	8	\$26,250	\$20,250	\$5,427	\$219	\$2,625	NATT		
Utility Shed	10	L.S.	\$1,645	25	6	\$16,450	\$12,502	\$3,240	\$183	\$2,202	NATT		General Repairs
Cedar Balconies	3,330	S.F.	\$8.75	35	10	\$29,138	\$20,813	\$5,393	\$198	\$2,374	NATT		
Wood Decking	40	Ea.	\$3,200	25	14	\$128,000	\$56,320	\$14,594	\$675	\$8,100	NATT		
Concrete Patio	2,250	S.F.	\$12	80	45	\$27,000	\$11,813	\$3,061	\$44	\$532	NATT		
<b>2 STORY BUILDING EXTERIOR</b>													
Asphalt Roofing Shingles	1	L.S.	\$29,500	25	1	\$29,500	\$28,320	\$7,339	\$1,847	\$22,161	RN		2212
Asphalt Roofing Shingles	1	L.S.	\$29,500	25	1	\$29,500	\$28,320	\$7,339	\$1,847	\$22,161	RN	10	2218
Exterior Trim	320	L.F.	\$6.25	20	10	\$2,000	\$1,000	\$259	\$15	\$174	NATT	10	
Gutters	350	L.F.	\$9.50	25	3	\$3,325	\$2,926	\$758	\$71	\$856	RN	20	
Downspouts	350	L.F.	\$9.50	25	3	\$3,325	\$2,926	\$758	\$71	\$856	RN		
Common Area Windows	12	Ea.	\$1,250	35	8	\$15,000	\$11,571	\$2,999	\$125	\$1,500	NATT		
Storefront with Door	140	Ea.	\$75	35	8	\$10,500	\$8,100	\$2,099	\$88	\$1,050	NATT		
Utility Shed	4	L.S.	\$1,645	25	6	\$6,580	\$5,001	\$1,296	\$73	\$881	NATT	11, 12	General Repairs
Cedar Balconies	865	S.F.	\$8.75	35	10	\$7,569	\$5,406	\$1,401	\$51	\$617	NATT		
Wood Decking	8	Ea.	\$2,700	25	14	\$21,600	\$9,504	\$2,463	\$114	\$1,367	NATT		
Concrete Patio	660	S.F.	\$12	80	45	\$7,920	\$3,465	\$898	\$13	\$156	NATT		
<b>*Estimated Based on Limited Documentation</b>													
<b>SUBTOTAL</b>						<b>\$647,616</b>	<b>\$407,493</b>	<b>\$105,594</b>	<b>\$12,555</b>	<b>\$150,661</b>			



# Satyr Green Condominium

Lowells Glen Road • Parkville • MD • 21234

III. Reserve Study Continued

Reserve Study October 2021

## III.C.1.a Component Schedules

SATYR GREEN CONDOMINIUMS													
SCHEDULE OF RESERVE COMPONENTS BY CATEGORY													
Asset Description	Qty	Unit	Unit Cost-Balt., Md.	Typ. Useful Life	Est. Remain. Life	Replace Cost - Present Dollars	Current Reserve Funds Required	Current Reserve Funds Available	Monthly Reserve Funding Required	Annual Reserve Funding Required	Condition Code	Photo Ref.	Locations/ Notes
SITE COMPONENTS													
3 STORY BUILDING INTERIOR													
Carpeting	666	S.Y.	\$59.50	10	8	\$39,627	\$7,925	\$2,054	\$391	\$4,697	NATT		
Entry System*	5	Ea.	\$1,950	20	1	\$9,750	\$9,263	\$2,400	\$612	\$7,350	RN	16	
Wood Railing	420	L.F.	\$24.50	25	16	\$10,290	\$3,704	\$960	\$49	\$583	NATT		
Metal Railing	240	L.F.	\$18	35	6	\$4,320	\$3,579	\$928	\$47	\$565	NATT		
Light Fixtures	5	L.S.	\$2,765	30	4	\$13,825	\$11,982	\$3,105	\$223	\$2,680	RN		General Budget
Light Timers	5	Ea.	\$185	15	12	\$925	\$185	\$48	\$6	\$73	NATT		
Smoke Detectors	15	Ea.	\$225	10	10	\$3,375	\$0	\$0	\$28	\$338	NATT		
Fire - Pull Stations*	1	L.S.	\$23,250	25	8	\$23,250	\$15,810	\$4,097	\$200	\$2,394	NATT		
Fire - Bells*	1	L.S.	\$2,250	25	8	\$2,250	\$1,530	\$396	\$19	\$232	NATT		
2 STORY BUILDING INTERIOR													
Carpeting	54	S.Y.	\$59.50	10	8	\$3,213	\$643	\$0	\$33	\$402	NATT	14	
Entry System*	2	Ea.	\$1,950	20	1	\$3,900	\$3,705	\$0	\$325	\$3,900	RN		
Wood Railing	112	L.F.	\$24.50	25	16	\$2,744	\$988	\$0	\$14	\$172	NATT		
Metal Railing	24	L.F.	\$18	35	6	\$432	\$358	\$0	\$6	\$72	NATT		
Light Fixtures	2	L.S.	\$2,765	30	4	\$5,530	\$4,793	\$0	\$115	\$1,383	RN	15	General Budget
Light Timers	2	Ea.	\$185	15	12	\$370	\$74	\$0	\$3	\$31	NATT		
Smoke Detectors	4	Ea.	\$225	10	10	\$900	\$0	\$0	\$8	\$90	NATT		
Fire - Pull Stations*	1	L.S.	\$9,300	25	8	\$9,300	\$6,324	\$0	\$97	\$1,163	NATT		
Fire - Bells*	1	L.S.	\$600	25	8	\$600	\$408	\$0	\$6	\$75	NATT		
*Estimated Based on Limited Documentation													
TOTALS						\$134,601	\$71,270	\$18,468	\$2,183	\$26,197			



**III.2. THE CASH FLOW METHOD SUMMARY**

A review of the “Cash Flow” method (see page 9) reveals that the reserve account will not have sufficient funds available in 2029 for future replacements if maintained at current levels. In order to maintain a positive cash position in the Capital Reserve Fund through the next 40 years, the existing reserve contribution would need to be increased annually to prevent the Reserve account from becoming underfunded due to expected replacements.

Using the Cash flow spreadsheet we found two ways that the reserve account could be brought into a positive funding situation.

**Option A (see page 16)**

Our Cash Flow projection shows an annual contribution of \$58,307 is scheduled for 2022. The annual contribution shall increase by 3.50% each subsequent year. In 2022 a Special Assessment of \$50,000 is required to increase funds enough to cover the cost of the projects scheduled for 2022 to 2037.

Option A is based on a minimum threshold target of \$40,000.

**Option B (see page 16)**

An alternative method of maintaining Reserve Funds at positive levels would be to increase the annual reserve contribution to \$58,870 in 2022, with a subsequent annual increase of 4.50%. In 2036 annual funding reduces to \$100,000 with a subsequent annual increase of 3.00%.

Option B is based on a minimum threshold target of \$52,000.

Under Options A & B your Capital Reserve fund will have the necessary funds to repair/replace future scheduled components for the duration of this 40 study without becoming underfunded.

ASG recommends the association's accountant may be able to suggest additional strategies to reach desired funding levels.

Our cash flow does take into account interest on the reserve account, which we calculated at 2.5% based on average returns, and we used an inflation rate of 3.5% compounded annually. While earned interest in the next few years may be close to zero, 2.5% has been established as a report average.

Construction costs can fluctuate tremendously at a higher percentage rate than the average consumer rates of inflation. We recommend for that reason alone, that the organization update their reserve study at least every three years as it would reflect current situations with the facility's assets, reserve accounts, interest and inflation costs and not projected.

In general, as a community ages, more expensive assets will require repair and/or replacement potentially depleting the reserve account. We highly recommend placing assets that require regular maintenance (such as concrete, asphalt rejuvenation and brick repointing) on inspection schedules to make sure assets are properly maintained before areas can become severely deteriorated requiring either earlier than anticipated replacement or more costly repairs.

It is our opinion, based on this analysis, that your Association will need to increase the annual contribution at a minimum of 4.50% annually to prevent under funding over the next 40 years. It is important to prevent the need of special assessments to cover scheduled replacements and repairs. Based on its current component schedule this strategy should be sufficient to maintain positive reserve funding levels at Satyr Green Condominium for the duration of this 40 year study.

III. C.2.B. CASH FLOW METHOD OF RESERVE FUNDING

		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		
Year	Rate	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062			
Budgeted Capital Reserve Balance																																														
Actual Cash Balance Contribution Inclusion																																														
Actual Cash Contribution to Reserve																																														
Net red balance before expenses																																														
With liability amortization interest rate = 2.50%																																														
Actual expenses - with annual interest rate = 2.50%																																														
Percent funded based on 2021 Current Reserves Required																																														

OPTIONAL FUNDING PLANS

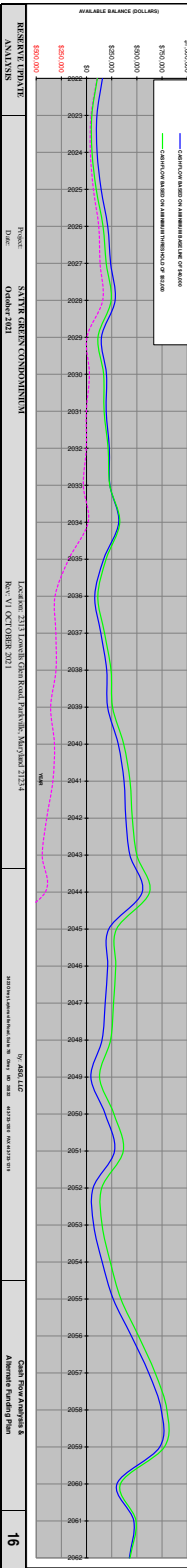
		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		
Year	Rate	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062			
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Option A

		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		
Year	Rate	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062			
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Percent funded based on 2021 Current Reserves Required																																														

Option B

		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		
Year	Rate	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062			
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Percent funded based on 2021 Current Reserves Required																																														





## Site Components



Photo 1: Building 2218 and general asphalt conditions.



Photo 2: Asphalt conditions near building 2211 & 2212.



Photo 3: Sidewalk and asphalt conditions near buildings 2211 and 2212.

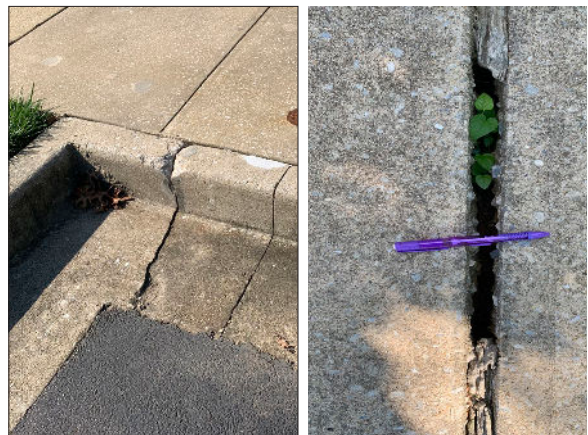


Photo 4: Example of curb and sidewalk repairs as noted in our report near building 2218 and 2215.

## Site Components



Photo 5: The main community sign, located at the entrance to the community.



Photo 6: Mailboxes for building 2217 and 2218.



Photo 7: Split rail fence at the rear of building 2215. Note the branches above the corner are protruding over the walkway and should be removed as soon as possible.



Photo 8: Typical example of the exterior of a three story building.



## Site Components



Photo 9: Example of siding repairs needed on building 2218.



Photo 10: Typical example of common area doors and windows, as well as exterior conditions of building 2218.



Photo 11: Utility room located on the northern side of building 2218. Note the nails on the inside of the utility room doors.



Photo 12: Utility room located on the southern side of building 2218. The damaged area highlighted is on the lower left corner of the doors.



## Site Components



Photo 13: Example of an exterior vent which should be cleaned as part of regular annual maintenance.

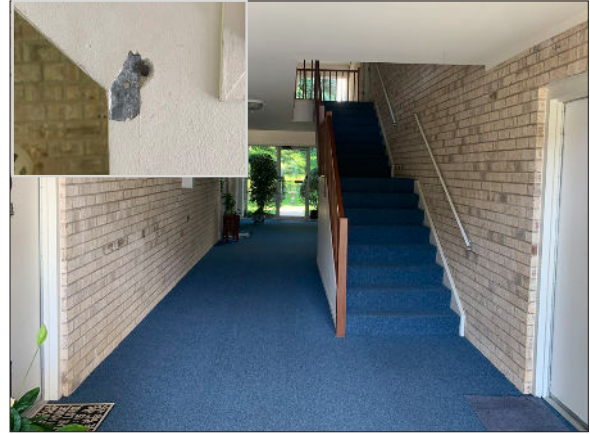


Photo 14: Typical building interior. Note the example of damaged drywall by the stairwell.

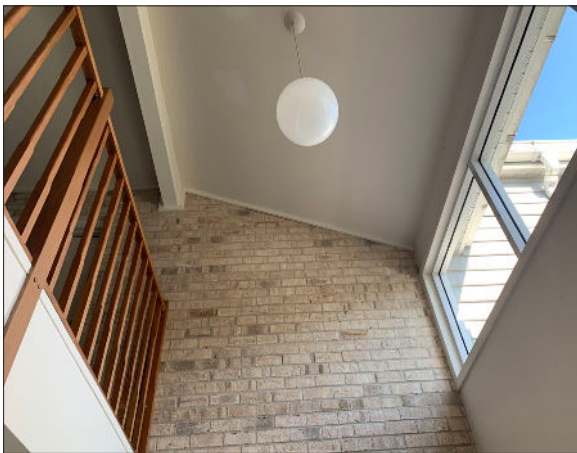


Photo 15: Typical interior railing, lighting, and windows.



Photo 16: Example of the entry system in each building.

## Site Components



Photo 17: General conditions on the retaining wall in the rear of building 2212.



Photo 18: General conditions on the retaining wall in the rear of building 2212.



Photo 19: One of two pet waste stations on the property, near building 2212.



Photo 20: The gutters on building 2212.

## 5-Year Prioritized Replacement List by Remaining Life

Asset Location/Description	Quantity	Unit	Unit Cost	Est. Remain. Life	Current Re-place. Cost	Notes
Concrete Repairs	536	S.F.	\$10	1	\$5,363	5% Repair Budget
Retaining Wall Repairs*	1	L.S.	\$2,600	1	\$2,600	Replace Sections
Cedar Siding - Phase 1	484	S.F.	\$11.70	1	\$5,657	1% Total S.F. Repair Budget
Exterior Paint - Phase 1	24,175	S.F.	\$1.20	1	\$29,010	50% Total Siding
Asphalt Roofing Shingles	1	L.S.	\$29,500	1	\$29,500	2212
Asphalt Roofing Shingles	1	L.S.	\$29,500	1	\$29,500	2218
Entry System*	5	Ea.	\$3,480	1	\$17,400	3 - Story
Entry System*	2	Ea.	\$3,480	1	\$6,960	2 - Story
<b>ESTIMATED REPLACEMENT COST 2022 (Year 1)</b>					<b>\$125,990</b>	
Asphalt - Sealcoat & Restripe	43,243	S.F.	\$0.30	2	\$5,363	5% Repair Budget
Mailbox - 2218 - 8 Unit	1	Ea.	\$3,040	2	\$3,040	Replace with 8 + Parcel
Mailbox - 2217 - 12 Unit	1	Ea.	\$3,100	2	\$3,100	Replace with 12 + Parcel
Cedar Siding - Phase 2	484	S.F.	\$11.70	2	\$5,657	1% Total S.F. Repair Budget
Exterior Paint - Phase 2	24,175	S.F.	\$1.20	2	\$29,010	50% Total Siding
Asphalt Roofing Shingles*	1	L.S.	\$29,500	2	\$29,500	Bldg 2211
Asphalt Roofing Shingles*	1	L.S.	\$29,500	2	\$29,500	Bldg 2217
<b>ESTIMATED REPLACEMENT COST 2023 (Year 2)</b>					<b>\$105,170</b>	
Gutters	570	L.F.	\$9.50	3	\$5,415	3 - Story
Downspouts	1,000	L.F.	\$9.50	3	\$9,500	3 - Story
Gutters	350	L.F.	\$9.50	3	\$3,325	2 - Story
Downspouts	350	L.F.	\$9.50	3	\$3,325	2 - Story
<b>ESTIMATED REPLACEMENT COST 2024 (Year 3)</b>					<b>\$21,565</b>	
Light Fixtures	5	L.S.	\$2,765	4	\$13,825	3 - Story
Light Fixtures	2	L.S.	\$2,765	4	\$5,530	2 - Story
<b>ESTIMATED REPLACEMENT COST 2025 (Year 4)</b>					<b>\$19,355</b>	
NO PROJECTS PLANNED						
<b>ESTIMATED REPLACEMENT COST 2026 (Year 5)</b>					<b>\$0</b>	



**Maintenance Recommended Schedule**

Items By Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Asphalt												
Cedar Siding												
Concrete												
Doors - Common Area												
Fire System												
Gutters/Downspouts												
Interior Aesthetics												
Retaining Walls												
Roofing												



Minimum recommended inspection/ maintenance interval\*



ARCHITECTURAL SUPPORT GROUP, LLC 3423 Olney-Laytonsville Rd, Suite 7B Olney, MD 20832 443-733-1200 x10 [www.asgidd.com](http://www.asgidd.com)

Email from Custom Electronic Services  
Date: 10/14/2021

A DoorKing 1802-EPD (a basic panel, with NO remote programming) is going to be about \$1,950 per building.

An 1834 (as at MDG Corporate) will be about \$3,500 per building.

An 1835 (with card-reader functions) will be about \$5,400 per building. Cards are \$4.25 each, and fobs are \$7.50 each.

If you need a written estimate, let us know. An actual proposal would likely require a site-visit to make sure of various things like the sheet-metal hood's dimensions (we plan to leave it in place, and want to make sure the DoorKing panels would fit in them).

Please let your Board know that all the upheaval in the economy right now may result in uncomfortably large price-increases "down the road" -- inflation, supply-chain difficulties, etc., are making it really weird right now.

Contact Information:  
<http://www.custom-electronic.com/>

Bill Shapiro – [bill.shapiro@custom-electronic.com](mailto:bill.shapiro@custom-electronic.com)

Hale Adams – [hadams@custom-electronic.com](mailto:hadams@custom-electronic.com)

p. 410-363-4949

*Architecture, Forensics, Reserve Study, + Construction Consultants*

- 1) Architectural Support Group, LLC  
Olney, Maryland  
Field Notes, 2021
- 2) National Reserve Study Standards for the Community Associations Institute 2003
- 3) Building Construction Cost Data  
By R.S. Means Company, Inc., 2020
- 4) ENR Architect's Square Foot Costbook, 2010
- 5) Condominium Budget Guidelines  
By Richard Wyndhamsmith, ASA, ACCI, SCV  
Condominium Research Corporation, 1983
- 6) Total Asphalt-Achieving new levels in pavement performance, 2011
- 7) Time Saver Standards for Site Planning  
By Joseph DeChiara and Lee E. Koppelman McGraw Hill, 1984
- 8) Mean Facilities Maintenance Standards  
Roger W. Liska, PE, AIC  
R.S. Means Company, Inc., 1988
- 9) National Construction Estimator  
Edited by Martin D. Kiley and William M. Moselle  
41st Edition Craftsman Book Company, 1993
- 10) Asphalt Pavement Maintenance and Repair  
Property Management Association of Metropolitan Washington, 1985
- 11) Life Cycle Cost Analysis  
By the American Institute of Architects, 1977
- 12) Reserve to Preserve  
By Community Associations Institute Research Foundation, 1984
- 13.) Project Standards Requirements  
By Fannie Mae, 2017.  
<https://www.fanniemae.com/content/faq/project-review-faqs.pdf>
- 14.) Condominium Project Review and General Condominium Project Eligibility Requirements  
By Freddie Mac, 2017  
<http://www.freddiemac.com/learn/pdfs/uw/condo.pdf>



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YOUR REFERENCE.**

# Satyr Green Condominium Association, Inc

Insurance Documents

A graphic element consisting of three overlapping rectangular blocks in shades of gray, arranged in a stepped, L-shaped pattern.

**FirstService**  
RESIDENTIAL







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2022

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

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

<b>PRODUCER</b> Tripp Godsey Agency LLC 13105 BT Washington Highway B2 Hardy VA 24101	<b>CONTACT NAME:</b> Elizabeth <b>PHONE (A/C, No, Ext):</b> 540-777-1566 <b>E-MAIL ADDRESS:</b> elizabeth.egodsey@farmersagency.com <b>FAX (A/C, No):</b> 540-777-1029														
<b>INSURED</b> Satyr Green Gardens Condominium C/O FirstService Residential 21 Christopher Way Eatontown, NJ 07724-3325	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Mid-Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER B: Pennsylvania Manufacturers' Association Insurance</td><td>12262</td></tr><tr><td>INSURER C: Nova Casualty Company</td><td>42552</td></tr><tr><td>INSURER D: Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER E: Security National Insurance Company</td><td>19879</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Mid-Century Insurance Company	21687	INSURER B: Pennsylvania Manufacturers' Association Insurance	12262	INSURER C: Nova Casualty Company	42552	INSURER D: Greenwich Insurance Company	22322	INSURER E: Security National Insurance Company	19879	INSURER F:	
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INSURER F:															

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	607194680	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ Included						
	GENERAL AGGREGATE \$ 2,000,000						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			607194680	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PPP7478788	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	202201-13-14-80-6Y	04/01/2022	04/01/2023	WC STATUTORY LIMITS OTH-ER \$ 500,000
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
C	Crime ( Employee Theft)			WIB-CI- 10003136-01	04/01/2022	04/01/2023	\$450,000 Deductible \$250

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

(E) EPLI, Directors & Officers Policy SML179846601 \$1,000,000 04/01/2022 - 04/01/2023: (D) EIL Policy EIL050106150-01 \$500,000 04/01/2022-04/01/2023: 2211 Lowells Glen Road Baltimore, MD 21234-2347: 7 Buildings 76 Units:  
(A) Building Coverage \$11,083,101 GRC, Wind, Auto Increase 8%, Unit Owners Included per CC&R's, Outdoor Property \$50,000 both with \$10,000 Deductible, Building Ordinance or Law, Equipment Breakdown, Sewer or Drain, Association Fees \$225,000, Certified Acts of Terrorism:

FirstService Residential is listed as an additional insured.

<b>CERTIFICATE HOLDER</b> FirstService Residential 21 Christopher Way Eatontown, NJ 07724	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Tripp Godsey
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ACORD 25 (2010/05)

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PLEASE NOTE This package contains the most recent documents on file with the Resale and Lender Processing Department on the date requested, and may not include all relevant legal and financial information available for this Association. No representation is made by FirstService Residential, WelcomeLink, or their affiliates with respect to the accuracy and completeness of this information. Before taking any action in reliance upon the information contained herein, please consult qualified legal counsel and/or the legal instruments of the Association as recorded and filed with the appropriate governmental authority or jurisdiction.







FirstService Residential  
(732) 728-9690



Dear Homeowner,

On behalf of FirstService Residential, I would like to welcome you to your new home and community! FirstService is the nation's leading property management firm specializing in the management of community associations like yours.

We have been engaged by your Board to oversee the daily operations of Satyr Green Condominium Association, Inc and assist them in maintaining the character, quality, value and financial integrity of your association. With many years of experience in planning, community development and operations management the **FirstService Residential Difference** is our full-service innovative approach to managing your community.

We strive for excellence; best serving our clients by recognizing the individuality of each community and working to build a mutually beneficial long-term relationship.

Enclosed in this package is detailed information regarding your community, which includes:

- Management Team Information
- Contact Information
- Hours of Operation
- Customer Care Center
- 24-hr Emergency Service
- Connect - Community Website
- Payment Information
- Census Form
- Association Governing Documents

Please review the enclosed documents carefully and feel free to reach out to your Community Manager with any questions you may have. For more information regarding FirstService Residential, please visit our website at <http://www.fsresidential.com>

Once again, welcome to your new home!

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Mendillo", with a long, sweeping horizontal line extending to the right.

Michael A. Mendillo  
President  
FirstService Residential | East

# Satyr Green Condominium Association, Inc

Welcome Information



**FirstService**  
RESIDENTIAL





### *Enhancing Service Through Convenient Access and Communication*

At FirstService Residential, our highest priority is to provide friendly and responsive service to each of our residents and homeowner association Board members at every opportunity. One of the many ways we deliver world-class service is through our **Customer Care Center** – a service-focused resource providing answers and information to your homeowners and residents.

### **Here's how it works**

When you call, our highly trained, service-focused customer care specialists spring into action, utilizing FSRConnect™, our proprietary community management software program, to access a comprehensive database of information specific to your community. Our goal is to answer your questions, provide information and resolve issues and inquiries – and that's exactly what we do. We are very proud that our **Customer Care Center** continues to earn very high scores from satisfied residents after the first call, which far exceeds the industry average for initial customer satisfaction.

## **Customer Care Center Phone Number**

**800.870.0010**

**Give us a call...we are here for you!**



**FirstService**  
RESIDENTIAL







21 Christopher Way, Eatontown, NJ 07724  
Tel: 732-728-9690, Fax: 732-728-2290  
www.fsresidential.com

## FSRConnect<sup>1</sup>™ Census Form

### Section A - Association Information:

Today's Date:

Community Name:

Community Address

(Street, City, State, Zip):

### Section B - Resident Information:

Owner Name:

E-mail:

Unit Address

(Unit, Street, City, State, Zip):

Billing Address (Unit, Street, City, State, Zip):

(Fill in only if it is different from community address)

Home Phone #:

Work Phone #:

Cell Phone #:

### Section C - Occupant Information (List all occupants and indicate if child):

<u>Name</u>	<u>Home Phone #</u>	<u>Work Phone #</u>	<u>Cell Phone #</u>	<u>E-mail:</u>

### Section D - Vehicle Information (if you do not own a car, please indicate "no car"):

<u>Make &amp; Model</u>	<u>Color</u>	<u>License #</u>	<u>State</u>	<u>Parking Spot</u> (If applicable)



21 Christopher Way, Eatontown, NJ 07724  
Tel: 732-728-9690, Fax: 732-728-2290  
www.fsresidential.com

### Section E - Tenant Information (if applicable):

Lease Begin Date:		Lease End Date:		
<input type="text"/>	<input type="text"/>			
<u>Tenant Name</u>	<u>Tenant Home #</u>	<u>Tenant Work #</u>	<u>Tenant Cell #</u>	<u>Tenant E-mail:</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Section F - Signature:

Submitted By:	<input type="text"/>	Date:	<input type="text"/>
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## **Settlement Remittance Page**

**REMITTANCE ADDRESS:**

FirstService Residential  
Attn: Settlements Team  
21 Christopher Way  
Eatontown, NJ 07724

**Instructions:** Please complete the below information and return to the above remittance address along with all applicable closing documents and payments within two (2) days after the settlement.

Note: The remittance page is required to be completed by the settlement agent and returned with the signed resale certificate in its entirety, closing fees and one of the following: HUD1, ALTA OR Settlement Statement

Settlement Date:	
Complete Unit Address	
Seller's Name(s)	
Buyer's Name(s)	
Buyer's Phone Number	
Buyer's Email Address	
Buyers Billing Address (if different from unit)	

Settlement Agent's Name	
Settlement Agent's Phone	
Settlement Agent's Email	