

**LINDEN PROFESSIONAL CENTER****DECLARATION**

THIS DECLARATION is made this 30th day of December, 2002, by BRK, LLC, a Maryland limited liability company (hereinafter referred to as the "Developer").

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land in Baltimore County, Maryland, which is hereinafter described, together with the improvements thereon and the appurtenances thereto; and

WHEREAS, the Developer intends by this Declaration to subject such land, improvements and appurtenances to a condominium regime established pursuant to the law of Maryland, thereby creating a condominium;

NOW, THEREFORE, the Developer hereby declares the Developer's intent to subject, and hereby subjects, to a regime established under the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (1996 Replacement Volume, as amended), all of that parcel of land in the said County which is described in Exhibit A, such tract being more particularly shown on that certain plat (consisting of two sheets) entitled "Linden Professional Center Condominium", dated July 22, 2002, hereby designated as Exhibit B hereto, and intended to be recorded in the Land Records of the said County simultaneously with the recordation therein of this Declaration (which parcel is hereinafter referred to as the "Land"),

TOGETHER WITH all of the improvements on the Land (including, by way of example rather than of limitation, those buildings, the location and the dimensions of which are shown within such tract on the said plats), and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which Land, improvements and appurtenances are hereinafter referred to collectively as the "Condominium"),

SUBJECT TO the operation and effect of any and all instruments which have been recorded in the said Land Records before the recordation therein of this Declaration, and any and all other instruments and matters of record or in fact on the date hereof which, as a matter of law, have priority over the operation and effect of this Declaration,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions.

1.1. Unless elsewhere defined in this Declaration, the terms used herein have the following meanings:

1.1.1. "Architectural Committee" means the entity referred to in the provisions of Section 6, which is created pursuant to the Bylaws.

1.1.2. "Assessment" means an amount assessed by the Council against a Unit Owner with respect to a Unit pursuant to the provisions of Subsection 5.5.

1.1.3. "Board of Directors" means the board of directors of the Council.

1.1.4. "Building" means those Structures in which the Units are located.

1.1.5. "Bylaws" means those bylaws, the initial form of which is referred to in the provisions of Subsection 5.1, as from time to time amended.

1.1.6. "Code" means the Annotated Code of Maryland (in each instance of reference whichever edition contains the most recent codification of the statute to which reference is made), as from time to time amended.

1.1.7. "Common Elements" has the meaning given it by the provisions of Section 3.

1.1.8 "Common Expenses" means the aggregate of (a) any and all expenses incurred by the Council in the exercise of the rights and powers, and in the discharge of the duties, vested in, exercisable by or imposed upon the Council under the Condominium Act, this Declaration or the Bylaws, and (b) any and all amounts which the Council resolves to deposit in a reserve fund pursuant to the Bylaws.

1.1.9 "Common Profits" means, for the period in question, the amount, if any, by which the Council Receipts for such period exceed the Common Expenses for such period.

1.1.10 "Condominium Act" means the statute entitled "Maryland Condominium Act" and codified as Title 11 of the Real Property Article of the Code.

1.1.11 "Condominium Plat" means, collectively, the plat or plats designated as Exhibit B hereto, as aforesaid, together with any amendatory plat thereto which at any time hereafter has become effective pursuant to the provisions of the Condominium Act, this Declaration and the Bylaws.

1.1.12 "Condominium Regime" means the condominium regime to which, pursuant to the provisions of section 11-102 of the Condominium Act, all of the land, improvements thereon and appurtenances thereto, which from time to time collectively constitute the Condominium, are subjected by the recordation among the Land Records of this Declaration, the Bylaws and the Condominium Plat, as from time to time amended.

1.1.13 "Contract Purchaser" means any person who enters into a contract (other than a land installment contract, as that term is defined by the provisions of Title 10, section 10-101(b) of the Real Property Article of the Code, which has been recorded among the Land Records) which entitles such person to purchase a Unit from the Developer or any other Unit Owner, but who does not hold the legal title of record to such Unit.

1.1.14 "Contract Lien Act" means the statute entitled "Maryland Contract Lien Act" and codified as Title 14 of the Real Property Article of the Code.

1.1.15 "Council" and "Council of Unit Owners" mean the entity referred to in the provisions of Subsection 5.2.

1.1.16 "Council Receipts" means any and all monies beneficially received or derived by the Council in any manner whatsoever, including, by way of example rather than of limitation, any and all income received by the Council (a) from leasing or licensing the use of either (i) any of the Common Elements on behalf of the Unit Owners, or (ii) any real or personal property or other assets owned by the Council, (b) as interest accrued upon an unpaid Assessment or derived from any other source, (c) as a dividend, or (d) through the payment to the Council of any or all of an Assessment.

1.1.17 "Declaration" means this instrument, as from time to time amended.

1.1.18 "Developer" means (a) the person hereinabove named as such, (b) such person's successors, (c) each person to whom such named person or any other person who is the Developer expressly assigns its rights as the Developer hereunder in the manner set forth in the provisions of Subsection 9.2, and (d) each such assignee's heirs, personal representatives and successors; provided, that no Unit Owner, Mortgagee, Lessee or

Contract Purchaser shall, merely by virtue of its status as such, be deemed to be the Developer.

1.1.19 "General Common Elements" has the meaning given it by the provisions of Subsection 3.3.

1.1.20 "Land" has the meaning given it hereinabove.

1.1.21 "Land Records" means the Land Records of Baltimore County, Maryland.

1.1.22 "Lessee" means any lessee or sublessee of a Unit from the Developer or another Unit Owner or person.

1.1.23 "Limited Assessment" has the meaning given to it by the provisions of Subsection 5.5.

1.1.24 "Limited Common Elements" has the meaning given to it by the provisions of Subsection 3.3.

1.1.25 [Intentionally deleted].

1.1.26 "Membership" means, collectively, all of the Unit Owners in their capacities as members of the Council.

1.1.27 "Mortgage" means any mortgage or deed of trust encumbering any Unit, and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time to time in the locality of the Condominium (including, by way of example rather than of limitation, any such other form of security arrangement which arises under any deed of trust, sale-and-leaseback documents, lease-and-subleaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument or instrument evidencing any such other form of security arrangement has been recorded among the Land Records.

1.1.28 "Mortgagee" means the person secured by a Mortgage.

1.1.29 "Mortgagee in Possession" means any person who is either (a) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such person, or (b) the Unit Owner of a Unit as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either through a foreclosure proceeding under a Mortgage securing such person and covering such Unit, or in lieu of such foreclosure proceeding.

1.1.30 "Mortgagor" means the Unit Owner of a Unit, the title to which is encumbered by a Mortgage.

1.1.31 "percentage interest in the Common Expenses and Common Profits" means that fraction of the Common Expenses and Common Profits which is appurtenant to a Unit and which the Unit Owner thereof shall have, all under the provisions of section 11-107(b) of the Condominium Act and of Section 4.

1.1.32 "person" means any natural person, trustee, corporation, limited liability company, partnership or other legal entity.

1.1.33 "Structure" means anything which constitutes a "Structure" for purposes of the provisions of the zoning ordinance of Baltimore County; provided that, in addition, each of the following shall be deemed a "Structure" for purposes of the provisions of this Declaration:

(a) any thing or device, the placement of which on any Unit might affect its physical appearance (including, by way of example rather than of limitation, any building, shed, covered patio, fountain, pool, tree, shrubbery, paving, curbing, landscaping, tank, fence, television or radio antenna, wall, sign or signboard); and

(b) any excavation or fill, the volume of which exceeds ten (10) cubic yards; and

(c) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Unit or the flow of any water in any natural or artificial stream, wash or drainage channel on or across any Unit.

1.1.35. "undivided percentage interest in the Common Elements" means that undivided interest in the Common Elements which is appurtenant to a Unit and is owned by the Unit Owner thereof, all under the provisions of section 11-107(a) of the Condominium Act and of Section 4.

1.1.36. "Unit" has the meaning given it by the provisions of Section 3.

1.1.37. "Unit Owner" means any person or combination of persons (including, by way of example rather than of limitation, the Developer) who (a) holds the legal title to a Unit under a deed or other instrument, or (b) is the purchaser of a Unit under a land installment contract (as that term is defined by the provisions of Title 10, section 10-101(b) of the Real Property Article of the Code), if and only if such deed, other instrument or land installment contract is recorded among the Land Records at the time in question; provided, that (i) no Lessee or Contract Purchaser shall, merely by virtue of such person's status as such, be deemed to be a Unit Owner; and (ii) no Mortgagee shall be deemed to be the Unit Owner of a Unit unless and until such Mortgagee acquires, of record, the Mortgagor's equity of redemption therein.

1.1.38. "Use" has the meaning of such term as used in the provisions of the zoning ordinance of Baltimore County; provided, that without limiting the generality of the foregoing provisions of this sentence, (a) any activity or purpose deemed by any governmental authority charged with enforcing such regulations to be a "use" for purposes of such regulations, and (b) any purpose for which any Structure or land is used or occupied, and (c) any activity, occupation, business or operation carried on in a Structure or on any land shall be deemed a "Use".

1.1.39. "Votes" mean the votes which, under the provisions of subsection 11-109(c) of the Condominium Act and of Section 5, the Unit Owners are entitled to cast in their capacities as such at meetings of the Membership.

1.2. Any other term to which meaning is specifically given by any provision of this Declaration shall, for purposes of this Declaration and the Bylaws, be deemed to have such meaning.

1.3 Construction of Terms. Any term which meaning is specifically given by any provision of this Declaration and/or the Bylaws, and which is used in the Condominium Act, shall, wherever possible, be construed in a manner which is consistent with any construction of such term as so used in the Condominium Act. Where such consistency of construction is not possible, the definitions set forth hereinabove shall govern to the extent allowed by law.

Section 2. Name. The Condominium shall be known as Linden Professional Center.



Section 3. Units and Common Elements.

3.1. The Condominium shall be comprised of (a) those portions of the Condominium referred to in the provisions of Subsection 3.2 (each of which is hereinafter referred to as a "Unit"), and (b) common elements (hereinafter referred to collectively as the "Common Elements").

3.2. Units.

3.2.1. The Condominium shall contain two (2) office buildings, identified as Buildings 1 and 2 on the Condominium Plat. Building 1, which is currently used as a real estate brokerage office, shall contain two Units. Building 2 shall contain eleven (11) Units.

3.2.2. The location within the Condominium, and the dimensions, of each Unit are shown on the Condominium Plat and are more particularly defined by the provisions of Paragraphs 3.2.4 and 3.2.5.

3.2.3. Each Unit shall have and be known by a letter corresponding to the letter shown with respect to it on the Condominium Plat.

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

(a) The airspace bounded by and contained within the bottom, top, front, rear and sides of the space (hereinafter referred to as "Warehouse Space") shown on the Condominium Plat as being included within such Unit, which bottom, top, front, rear and sides are, for purposes of this Declaration, more particularly defined as follows:

(i) The bottom of the Warehouse Space shall consist of the lower surface of the concrete, brick and/or masonry subfloor thereof.

(ii) The top of the Warehouse Space shall consist of the unexposed, uppermost surface of the ceiling sheetrock.

(iii) The front of the Warehouse Space shall consist of the exposed (painted) surface of the sheetrock walls as to Building 1 only, the unexposed surface of the sheetrock walls as to Building 2 only and, as to both Building 1 and 2, the

interior surface, in the closed position, or each window, storm window or screen, or the outermost door, storm door or screen door set within such wall.

(iv) The rear of the Warehouse Space shall consist of the exposed (painted) surface of the sheetrock walls as to Building 1 only, the unexposed surface of the sheetrock walls as to Building 2 only and, as to both Building 1 and 2, the interior surface, in the closed position, of each window, storm window or screen, or the outermost door, storm door or screen door set within such wall.

(v) The two (2) sides of the Warehouse Space shall, respectively, correspond to the two (2) side walls thereof in the following manner:

A. For any such side wall (or portion thereof), whether or not a party wall, the side of the Warehouse Space corresponding thereto shall extend up to the exposed (painted) surface of the sheetrock walls as to Building 1 only and the unexposed surface of the sheetrock walls as to Building 2 only.

B. For any such side wall (or portion thereof) which is not a party wall, the side of the Warehouse Space corresponding thereto (shall include the interior surface, in the closed position, of each window, storm window or screen, or the outermost door, storm door or screen door set within such wall.

(b) Each interior wall, portion of a party wall, door, window, column, girder, joist, beam, partition, wire, electrical device, duct, furnace, water heater, plumbing fixture, kitchen or other appliance, door knob, knocker, which is contained within the airspace defined in Subparagraph 3.2.4(a), or (ii) is appended or affixed to, the improvements lying within such airspace, and does not lie on the Land or within the airspace forming part of another Unit.

#### 3.2.4.1. The term Unit shall exclude:

(a) all land (including, by way of example rather than of limitation, any and all gravel or other fill material) underlying the bottom of the Warehouse Space as hereinabove defined, together with all applicable mineral rights, mining rights, underground utility and cable lines and associated easement rights. Developer hereby reserves and retains all air rights to the airspace lying above the Warehouse Space.



(b) Any heating, ventilating or air-conditioning device, concrete slab, loading dock, loading ramp, overhead door or other improvement (i) lying on the roof of the Warehouse Space or (ii) lying on or above the surface of the ground and/or affixed or otherwise connected to the Building.

3.2.5. Anything contained in the foregoing provisions of this Subsection 3.2 to the contrary notwithstanding, whenever there is located within the boundaries of a Unit, as described hereinabove, any main, duct, stack, raceway, wire, conduit, line drain, piper, meter or other similar thing or device used in providing any utility or service to any portion of the Condominium other than, or in addition to, such Unit, such Unit shall not include such thing or device.

3.2.6. Each Unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon (a) any Unit Owner, by virtue of its status as such, or (b) any other person having any other interest in such Unit, by virtue of such interest, any interest in any other Unit.

3.2.7. (a) As set forth in the provisions of section 11-107 of the Condominium Act, a Unit Owner is entitled to (i) grant by deed part of its Unit and incorporate it as part of another Unit, if a portion of the percentage interests of the Unit Owner is granted to the grantee and the grant is evidenced by an amendment to the Declaration specifically describing the part granted, the percentage interests reallocated and the new percentage interest of the Unit Owner and the grantee; and (ii) subdivide its Unit into two (2) or more Units, if the original percentage interests and Votes appurtenant to the original Unit are allocated to the resulting Units and the subdivision is evidenced by an amendment to the Declaration describing the resulting Units and the percentage interests and Votes allocated to each Unit.

(b) By the provisions of subparagraph 2.4.11(v) of the Bylaws, the Board of Directors has been designated to be "the authorized designee" of the Council, for purposes of the provisions of section 11-107 of the Condominium Act. The Board of Directors shall not unreasonably withhold or delay executing or delivering any such amendment, or giving any consent or taking any other action called for in the provisions of such section; provided, that if, in connection with any such action, the Developer or any such Unit Owner proposes to alter or remove any structural partitions containing Common Elements, then such action shall, in addition, require (i) the delivery to the Board of Directors of copies of architectural plans for such action (which plans shall show that the structural integrity of the Building will not be impaired, that no mechanical systems of the Building will be impaired, and that no support of any portion of the Condominium will be

lessened), and (ii) the prior approval of such action by the Board of Directors, which approval (A) shall not unreasonably be withheld, and (B) shall be indicated on the amendment to the Declaration filed to effectuate such action.

### 3.3. Common Elements.

3.3.1. The Common Elements (a) shall consist of all of the Condominium other than the Units, and (b) shall be comprised of the Limited Common Elements and the General Common Elements.

3.3.2. (a) The Limited Common Elements shall consist of those of the Common Elements which, by the provisions of this Declaration or the Condominium Plat, are (by shading or otherwise) designated as such and as being reserved hereunder for the exclusive use of the Unit Owners of one or more, but less than all, of the Units.

(b) The right to the use of the Limited Common Elements shall be, and is hereby, so reserved and restricted to such respective Unit Owner or Unit Owners in accordance with such designation.

(c) Nothing in the provisions of this Paragraph 3.3.2. shall be deemed to limit the operation and effect of any designation on the Condominium Plat or elsewhere in this Declaration of other Common Elements as being Limited Common Elements.

3.3.3. The General Common Elements shall consist of all of the Common Elements other than the Limited Common Elements.

3.3.4. The Common Elements shall be owned by all of the Unit Owners as tenants-in-common, each of which shall have that undivided percentage interest therein which is set forth in the provisions of Section 4.

3.4. Existing Physical Boundaries of Units or Common Elements. The existing physical boundaries of any Unit (as defined by the provisions of Subsection 3.2) or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries therefor as shown on the Condominium Plat shall conclusively be presumed to be the boundaries of such Unit or Common Element, regardless of whether there (a) has occurred any shifting, settlement or lateral movement of the Building or other portion of the Condominium within or upon which such Unit or Common Element is located, or (b) is any minor variation between the

boundaries therefor as shown on the Condominium Plat and such existing physical boundaries.

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

Section 4. Percentage Interests.

4.1. Each Unit Owner's undivided percentage interest in the Common Elements shall equal a fraction, the numerator of which is the square footage of the Unit Owner's Unit, the denominator of which is the total square footage of the Units then subject to the Condominium Regime.

4.2. Each Unit Owner's percentage interest in the Common Expenses and Common Profits shall equal a fraction, the numerator of which is the square footage of the Unit Owner's Unit, the denominator of which is the total square footage of the Units then subject to the Condominium Regime.

4.3. The percentage interests created by the foregoing provisions of this Section (a) may not be separated from the respective Units to which they are appurtenant; (b) shall have a permanent character; and (c) shall not be changed unless and until (i) each Unit Owner and each Mortgagee has consented thereto in writing (except where such change is made pursuant to the provisions of section 11-107(d) of the Condominium Act), and (ii) this Declaration has been amended to effect such change through the recordation of an appropriate amendatory instrument among the Land Records.

4.4. Any instrument, matter, circumstance, action, occurrence or proceeding which in any manner affects a Unit shall also affect, in a like manner, the undivided percentage interest in the Common Elements and the percentage interest in the Common Expenses and Common Profits which are appurtenant to such Unit.

4.5. Each Unit Owner's undivided percentage interest in the Common Elements and in the Common Expenses and Common Profits as of the date of recordation of this Declaration is as shown on Schedule 1 annexed hereto.

Section 5. Bylaws; Council of Unit Owners; Votes; Council Property; Assessments.

5.1. Bylaws. The Condominium's affairs shall be governed in accordance with the Bylaws, the initial form of which has been labeled (and is hereby designated) as Exhibit C, is to be recorded among the Land Records with the recordation therein of this Declaration, and may be amended from time to time in accordance with the provisions thereof, the Condominium Act and this Declaration.

5.2. Council of Unit Owners.

5.2.1. The Condominium's affairs shall be governed by The Council of Unit Owners of Linden Professional Center, Inc., an entity which is both a Council of Unit Owners organized and existing under the provisions of the Condominium Act and a nonstock corporation organized and existing (or to be organized and exist) under the law of Maryland.

5.2.2. The Council's Membership shall be comprised of and limited to all of the Unit Owners.

5.2.3. The Council shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by the provisions of this Declaration, the Bylaws, its articles of incorporation or applicable law.

5.2.4. Anything contained in the provisions of this Declaration or the Bylaws to the contrary notwithstanding, the dispute settlement mechanism provided by the provisions of section 11-113 of the Condominium Act shall not be applicable to complaints or demands formally arising after the date hereof.

5.3. Votes.

5.3.1. Subject to the operation and effect of the Bylaws or applicable law, the Unit Owner of each respective Unit shall be entitled to cast at meetings of the Membership one (1) Vote in its affairs; provided, that

(a) if any Unit is subdivided into two (2) or more Units pursuant to the provisions of section 11-107 of the Condominium Act, the respective Unit Owners of the resulting Units shall thereafter be entitled to cast at meetings of the Membership a fraction of the Vote or Votes held by the Unit Owner of the subdivided Unit before such subdivision, equalling those respective percentages of the ground floor area of such subdivided Unit contained within such respective Units resulting from such subdivision; and

(b) if any Unit or portion thereof is incorporated into any other Unit pursuant to the provisions of section 11-107 of the Condominium Act, (i) the Vote held by the Unit Owner of such other Unit into which the first such Unit or portion thereof was incorporated shall be increased by a fraction of the Vote or Votes held by the Unit Owner of the first such Unit before such incorporation, the numerator of which is the ground floor area of all or so much of the first such Unit as is so incorporated into such other Unit, and the denominator of which is the entire ground floor area of the first such Unit immediately before such incorporation, and (ii) if any of the first such Unit is not thereby incorporated into such other Unit, the Vote held by the Unit Owner of such portion of the first such Unit remaining after such incorporation shall be decreased to a fraction of the Vote or Votes held by such Unit Owner before such incorporation, the numerator of which is the ground floor area of all or so much of such remainder of the first such Unit, and the denominator of which is the entire ground floor area of the first such Unit immediately before such incorporation.

5.3.2. The Votes which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from its Unit. Nothing in the foregoing provisions of this paragraph shall be deemed (i) to prohibit any Unit Owner from giving a proxy to cast such votes to any person in accordance with the provisions of this Declaration and the Bylaws, or (ii) alter or impair the operation and effect of any provision of this Declaration, the Bylaws or applicable law pursuant to which either (a) a Unit Owner's right to cast such Votes may be suspended, or (b) its exercise of such right may be conditioned upon its having furnished to the Council any information which he is required to furnish under any such provision.

5.4. Council Property. Except for its ownership of a percentage interest in the Common Expenses and Common Profits pursuant to the provisions of this Declaration, no Unit Owner shall, by virtue of its status as such or as a member of the Council, have either (a) any right, title or interest in or to any of the Council's property or other assets, or (b) any right to possess, use or enjoy any such property or other assets, other than as is expressly conferred upon it by the provisions of this Declaration, the Bylaws, applicable law, or by the Council.



5.5. Assessments. The Council may obtain funds to pay the Common Expenses from time to time by levying Assessments against the Unit Owners and their respective Units, all in the manner, upon the terms, for the purposes and subject to the conditions set forth in the provisions of the Condominium Act, this Declaration and the Bylaws. All Assessments shall be levied against the Unit Owners and their respective Units in proportion to their respective percentage interests in the Common Expenses and Common Profits, except that, if and to the extent permitted by the Condominium Act and the Bylaws as amended from time to time, the Council shall be entitled to:

5.5.1. Levy Assessments pursuant to the provisions of section 11-110 of the Condominium Act, to reimburse the Council for any expenses incurred by the Council in maintaining all or any portion or portions of the Limited Common Elements (each of which is hereinafter referred to as a "Limited Assessment"); and

5.5.2. Levy such Assessments either in proportion to the respective percentage interests in the Common Expenses and Common Profits held by such Units, or in any other manner permitted by such respective provisions of the Condominium Act and the Bylaws, as amended from time to time.

## Section 6. Use of Units and Common Elements.

### 6.1. Council's Grant of Rights in Common Elements.

6.1.1. The Council may execute, enseal, acknowledge, deliver and record on behalf of and in the name of the Condominium, the Council and/or such Unit Owner, purchaser, heir, personal representative, successor, assign or other transferee, any and all documents, the execution, ensealing, acknowledgment, delivery or recordation of which in the name of and on behalf of the same are deemed appropriate by the Council in order to take any of the following actions (and each Unit Owner, purchaser, heir, assignee or other transferee of or to the legal or beneficial title to, or any other interest in, any Unit shall be conclusively presumed, by its acceptance thereof, irrevocably to have appointed the Council to be its attorney-in-fact, with full and irrevocable power and authority, which shall be deemed to be coupled with an interest, in the name and on behalf of the Condominium, the Council and/or such Unit Owner, purchaser, heir, assignee or other transferee, to take any of such actions):

(a) Without obtaining any consent thereto or joinder thereon by any Unit Owner, except as set forth in this Subparagraph 6.1.1(a), the Council may grant, convey or dedicate to any one or more public or quasi-public governmental authorities or



utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds or pumping stations, water lines, mains, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Council considers appropriate for the provision of any utility or utility service to the Condominium, provided that (1) such grant, conveyance or dedication has been approved in writing by each, if any, of those Unit Owners for whom such conveyance would have the effect of impairing such Unit Owner's ability to use and enjoy any parking area, access way or utility line or facility located within the Common Elements, and (2) the Council's taking of such action is in accordance with the provisions of the Condominium Act.

(b) Except as is otherwise permitted by the foregoing provisions of this Subsection, the Council may grant to any person any easement, leasehold interest in excess of one (1) year or other right of use or enjoyment in any of the Common Elements, with and only with the express, written approval of all of the following: (i) all, if any, of those Unit Owners for whom such conveyance would have the effect of impairing such Unit Owner's ability to use and enjoy any parking area, access way or utility line or facility located within the Common Elements, (ii) the Unit Owner of any Unit to which the exclusive or non-exclusive right to use any Limited Common Elements has been assigned by the provisions of Paragraph 3.3.2., if any or all of such Limited Common Elements are the subject of such grant, (iii) Unit Owners holding in the aggregate at least sixty-six and two-thirds percent (66 2/3%) of the number of Votes held by all of the Unit Owners (including those referred to in clauses (i) and (ii) of this Subparagraph), and (iv) each Mortgagee of any Unit, the Unit Owner of which approves such grant under the foregoing provisions of this Subparagraph.

6.1.2. Any instrument executed by the Council pursuant to the foregoing provisions of this Section (using such power of attorney or otherwise) shall contain (a) a certification that such instrument or the transaction contemplated thereby has been approved by those Unit Owners whose approval is necessary under the foregoing provisions of this paragraph for such instrument or transaction to be approved, and by each Mortgagee of a Unit, the Unit Owner of which approves such instrument, if such instrument or transaction requires such approval, and (b) such other provisions as are required by the provisions of section 11-125 of the Condominium Act. Any action taken by the Council pursuant to the said power of attorney shall comply with the procedures and requirements of section 11-125 of the Condominium Act.

## 6.2. Easements Benefitting Units.

6.2.1. (a) Each Unit shall have the benefit of an easement for the lateral and vertical support of the improvements included within such Unit, which easement shall burden the Common Elements and each other Unit.

(b) Without limiting the generality of the foregoing provisions of this subsection, each wall or column, a portion of the thickness of which is included within a Unit and the balance of the thickness of which is included within a contiguous Unit, and which, therefore, is a party wall or column, shall be used and enjoyed as such by the Unit Owners thereto jointly with each other, and each such Unit shall have the benefit of and be burdened with an easement for the support and maintenance of such party wall or column in accordance with the following provisions of this Subparagraph 6.2.1.(b):

(i) Subject to the operation and effect of the following provisions of this Subparagraph 6.2.1.(b), the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(ii) If any such party wall or column is damaged or destroyed by the act or omission of one (but not both) such Unit Owners, any Lessee or other occupant of such Unit Owner's Unit, or any agent, employee, invitee, visitor or guest of such Unit Owner, Lessee or other occupant, such Unit Owner shall promptly repair it at its expense.

(iii) If any such party wall or column is damaged or destroyed in any other manner or otherwise requires maintenance, such Unit Owners shall repair it at their joint expense.

(iv) If any surface of any such party wall or column at any time becomes exposed to the elements, the Unit Owner of the Unit on which such surface stands shall promptly and at its expense take such action as is reasonably necessary to protect such surface against the elements.

6.2.2. Certain Common Elements. Each Unit shall have the benefit of a non-exclusive easement for the use of:

(a) Each main, duct, stack, raceway, wire, conduit, line, drain, pipe, meter or other device located within the Common Elements or another Unit and used in providing any utility or service to the first such Unit; and

(b) each street, sidewalk or other portion of the Common Elements which from time to time is part of either (i) the General Common Elements or (ii) those of the Limited Common Elements, the right to the exclusive use of which is reserved to the Unit Owner of such Unit (either alone or together with the Unit Owner of any one or more other Units).

6.2.3. Each Unit shall have the benefit of a non-exclusive license for the use of the remainder of the General Common Elements, provided that no person may use any of the Common Elements other than in accordance with applicable law and the provisions of this Declaration, the Bylaws and the Rules and Regulations.

6.2.4. The conveyance of the title to any Unit having the benefit or the burden of an easement created by any of the provisions of this Declaration shall constitute a conveyance of such benefit or burden, without the necessity of any reference thereto in any instrument by which such conveyance of title is made. No such benefit or burden may be conveyed other than with a conveyance of the title to such Unit.

6.3. Development Easements. The Developer shall have, and hereby reserves, perpetual, non-exclusive easements in, over and through the Common Elements:

6.3.1. for pedestrian and vehicular ingress and egress to and from each public roadway which at any time abuts the Condominium, from and to each Unit and the Common Elements, for access by (a) the Developer, (b) any contractor, subcontractor, real estate agent or broker used by the Developer, and (c) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing, sale or leasing of any Unit, or any other real property; and

6.3.2. for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities of the types listed in the provisions of clause (i) of Subparagraph 6.1.2(a), to and from their respective points of connection with those respective public utility lines and facilities to which the same are to be connected, from and to each Unit, for the benefit of (a) the Developer and its heirs, personal representatives, successors and assigns as owner of any Unit or other portion thereof, (b) each person in

possession of any or all of such Unit or other portion, and (c) their respective agents, employees, officers and invitees.

#### 6.4. Maintenance of Common Elements.

6.4.1. The Council shall (a) regularly and timely remove all snow and ice from all parking areas, access areas and sidewalks within the Common Elements, and (b) subject to the foregoing, regularly keep and maintain in good order and repair all of the Common Elements.

6.4.2. Without limiting the generality of the foregoing provisions of this Paragraph, the Council shall (unless such maintenance duty is assumed by any governmental authority having jurisdiction thereover) (a) keep all grass within the General Common Elements regularly mowed, and (b) maintain any storm water retention or sedimentation pond within the Common Elements, keeping it clean and free of debris.

6.4.3. (a) The Council, acting through the Board of Directors, its officers, or any manager of the Condominium, and their duly authorized representatives, may enter any Unit whenever such entry is reasonably necessary in order (i) to install, inspect, maintain, repair or replace any of the Common Elements to which access can reasonably be obtained only through such entry, or (ii) to maintain, repair or replace any portion of such Unit if such maintenance, repair or replacement are necessary to prevent injury or damage to any other Unit or to the Common Elements.

(b) Such right of entry shall be exercised only (i) during the hours of from 8:00 a.m. to 8:00 p.m., (ii) after the Board of Directors, any such officer or such manager, as the case may be, has given to the Unit Owner of such Unit at least five (5) days' written notice of the intention to exercise such right, and (iii) while such Unit Owner or its authorized representative is present; provided, that anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, in any emergency situation in which the satisfaction of all of such conditions would not be possible without unreasonably jeopardizing any or all of the Condominium or the health, safety, comfort or welfare of the occupants of any of the Units, such conditions need be satisfied only to the extent that such satisfaction is reasonably possible without so jeopardizing the Condominium or such occupants.

6.5. Control of Common Elements. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Council may:

6.5.1. borrow money to improve the Common Elements in accordance with the provisions of this Declaration.

6.5.2. adopt reasonable Rules and Regulations governing the use of the Common Elements by Unit Owners, their Lessees, and their respective agents, employees, officers and invitees, or any other person in accordance with the procedures and requirements set forth in the provisions of section 11-111 of the Condominium Act, which Rules and Regulations shall contain a certification that they have been adopted in accordance with the provisions of section 11-111 of the Condominium Act.

6.6. Management of Condominium. The Council may enter into an agreement with any person for such person to provide management services to the Council or the Unit Owners for the Condominium.

6.7. Prohibited Uses of Units and Common Elements.

6.7.1. (a) No Unit shall be (i) devoted to any Use other than those permitted by applicable zoning and other laws and regulations, and further provided that nothing in the provisions of this Declaration shall be deemed in any way to prohibit or restrict the Developer and its agents, employees, officers, contractors and invitees from using the improvements within each Unit of which the Developer is then the Unit Owner (1) as offices or model spaces in connection with its development, construction, replacement, repair, maintenance, marketing, sale or leasing of any Unit, or (2) in any other manner, unless any other person would, were he the Unit Owner thereof, be prohibited or restricted in the same manner; or (ii) used in any manner not permitted by applicable zoning and other laws and regulations, or (iii) used as a temporary or permanent residence by any person whatsoever.

(b) (i) Except for such signs as may be posted by the Developer or the Council for promotional or marketing purposes, traffic control or the like, no signs, lights, lettering or advertising of any character whatsoever, whether temporary or permanent, shall be erected, posted, inscribed, installed or displayed upon, in, from or about any Unit or the Common Elements without the prior written consent of the Architectural Committee and under such conditions as it may establish.

(ii) The Architectural Committee is hereby authorized to adopt and promulgate Rules and Regulations regarding the size, color, location and content of all signs to be erected, posted or displayed upon, in, from or about any Unit or the Common Elements, Without limiting the generality of the foregoing provisions of this



clause, the Architectural Committee may authorize any Unit Owner to place a sign at any location on the exterior walls of its Unit. In such event, the Architectural Committee may thereafter require that such sign be relocated on such wall to ensure harmony with any other Unit Owner's sign, and any approval of any sign granted by the Architectural Committee shall be deemed to incorporate a reservation to the Architectural Committee of the right to redesignate the location thereof at the cost of such Unit Owner. The Unit Owner who erects (or the occupant of whose Unit erects) such sign shall at such Unit Owner's expense keep all such signs in good order, repair and appearance. Any Unit Owner erecting any such sign shall defend, indemnify and hold harmless the Council against and from any and all liability, claim of liability or expense incurred by the Council as a result of or arising out of the installation, maintenance and use of such sign, including but not limited to the cost incurred by the Council in repairing any damage or waste caused thereby to the Common Elements or any other Unit Owner's Unit.

(iii) Nothing in the provisions of this Declaration shall be deemed in any way to prohibit or restrict the maintenance by or on behalf of the Developer, within the Common Elements or any Unit of which it is then the Unit Owner, of one or more signs advertising the Condominium or the sale or lease of Units.

(c) No noxious or offensive activity shall be carried on within any Unit, no odor shall be permitted to emanate therefrom, and nothing shall be done thereon in any other manner, so as to render any Unit or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to the Council or any Unit Owner or other person in possession of any Unit.

(d) No livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept within any Unit, either temporarily or permanently, as a pet or otherwise.

(e) Water closets and other plumbing apparatus, if any, within the Condominium shall be used only for the purposes for which they are designed and shall not be used for the disposal of sweepings, trash, rubbish, chemicals, reagents, paint or similar materials.

6.7.2. Subject to the rights reserved to the Developer by the provisions of Paragraph 6.7.1., unless the Council has approved the same in the manner set forth in the Bylaws:



(a) No Unit Owner shall have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building. The Council shall be entitled at any time to cause any exterior walls, doors and windows to be painted or coated in a uniform fashion or in accordance with a color or coating scheme approved by the Architectural Committee, and the expense incurred by the Council in doing so shall be part of the Common Expenses.

(b) No bell, whistle, horn, bell, siren or other similar device shall be installed upon the exterior of any Unit except in connection with any security system maintained by the Unit Owner thereof, or within the Common Elements.

(c) No radio aerial or antenna, or other aerial or antenna for reception or transmission, shall be maintained upon the exterior of any Unit or within the Common Elements.

(d) No Unit Owner or other person shall store any personal property upon the General Common Elements.

(e) No person shall do anything within the Common Elements which will cause an increase in any premium paid by the Council for liability or other insurance with respect to the Common Elements, or the cancellation of any such insurance.

(f) No person shall create any obstruction of any of the Common Elements, except for those, if any, Limited Common Elements, the exclusive right to use which has been, by the provisions of Paragraph 3.3.2., either reserved to such Unit Owner alone or (if such other Unit Owners have consented thereto in writing) in common with other Unit Owners.

(g) No person shall construct, reconstruct, alter or maintain any Structure on or otherwise damage the Common Elements.

(h) No person shall store, repair or perform any maintenance (other than maintenance of an emergency nature which cannot reasonably be performed elsewhere) upon any automobile, truck or other automotive vehicle within any of the Common Elements.

(i) No trash or other debris (including but not limited to new or used building materials) shall be placed by any person anywhere within the Common Elements; provided, that if trash or other refuse from such Unit is disposed of by being

collected and carried away on a regular and recurring basis, such trash and refuse may be deposited with care in containers containing the same which the Unit Owner thereof may place in the open at a location adjacent to and to the rear of such Unit which affords access thereto to the person making such collection (but further provided, that (i) such containers shall be screened at all times in a manner approved by the Architectural Committee so that they are not visible from elsewhere within the Condominium, and, (ii) the Council may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers).

6.7.3. All parking spaces located within the Common Elements and shown on the Condominium Plat may be used by the Unit Owners, any Lessee or other person in possession of any Unit, and their respective agents, employees, officers and invitees, for and only for the parking of automobiles, trucks and other automotive vehicles bearing current registration tags and in operable condition, by persons while engaged in business within the Condominium, and subject to, such Rules and Regulations as may be adopted from time to time by the Council.

6.8. Repair of Structures. Each Unit Owner shall at all times keep its Unit and each Structure within such Unit in good condition and repair and adequately painted or otherwise finished.

## Section 7. Rights of Mortgagees.

### 7.1. General.

7.1.1. Regardless of whether a Mortgagee in Possession of a Unit is the Unit Owner thereof, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the Bylaws and applicable law which would otherwise be held by such Unit Owner, and (b) the Council and any other Unit Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such mortgagee in Possession as if it were the Unit Owner thereof.

7.1.2. Any Mortgagee in Possession of a Unit shall (subject to the operation and effect of the provisions of this Declaration, the Bylaws or applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided, that nothing in the foregoing provisions of this paragraph shall be deemed in any way to relieve any Unit Owner of any such obligation, or of any liability to such

Mortgagee in Possession on account of any failure by such Unit Owner to satisfy any of the same.

7.2. Rights of First Refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Council, to and only to the extent that it arises under the provisions of the Condominium Act, this Declaration or the Bylaws, it being the Developer's intention that nothing in the foregoing provisions of this subsection be deemed in any way to alter or impair the operation and effect of any right of first refusal or similar restriction which at any time is given by a Unit Owner or any other person to the Council or any other person but which does not arise under the provisions of the Condominium Act, this Declaration or the Bylaws.

7.3. Priority Over Assessment. The interest in a Unit held by a Mortgagee thereof under its Mortgage shall be:

7.3.1. Free of any claim or lien for any Assessment levied against such Unit before such Mortgage is recorded among the Land Records (unless before such recordation a statement of lien (as that term is defined by the provisions of section 14-204 of the Contract Lien Act, and sufficient for the purposes thereof) covering such Assessment is recorded among the Land Records), other than any claim for a pro rata share of the amount represented by such Assessment which results from any pro rata reallocation of such Assessment among all of the Units, including such Unit; and

7.3.2. free of any such claim or lien arising after such Mortgage is recorded, and before such Mortgagee is a Mortgagee in Possession of such Unit.

7.4. Actions Conditioned on Mortgagee's Approval. Unless each first Mortgagee of each Unit which would be affected thereby has given its written approval thereof, neither the Council nor any Unit Owner shall by act or omission:

7.4.1. partition or subdivide, or seek to partition or subdivide, any such Unit;

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

7.4.3. use any proceeds derived from hazard insurance and paid to the Council on account of any damage to or destruction of any of the improvements within any Unit or the Common Elements, for other than the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Condominium Act in the case of substantial loss to the Units or the Common Elements.

7.5. Inspection: Statement and Notice. A Mortgagee shall, upon request to the Council, and provided that it has furnished the Council with the information which it is required by the Bylaws so to furnish the Council, in the manner set forth therein, be entitled to:

7.5.1. inspect the Council's books and records during normal business hours;

7.5.2. require the Council to prepare, at such Mortgagee's expense, and furnish to such Mortgagee, an annual audited financial statement of the Council within one hundred twenty (120) days after the end of any fiscal year of the Council;

7.5.3. be given by the Council timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings; and

7.5.4. be given by the Council written notice of any of the following, at least ten (10) days before the Council takes any action to give effect thereto:

(a) Any proposed amendment of this Declaration, the Bylaws or the Condominium Plat which would change 9i) the boundaries of any Unit, (ii) the undivided percentage interest in the Common Elements or the percentage interest in the Common Expenses and Common Profits which is appurtenant to any Unit, (iii) the number of Votes held by the Unit Owner of any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted by the provisions of this Declaration, the Bylaws or the Condominium Plat;

(b) any proposed termination of the Condominium Regime;

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

(d) the occurrence of any significant damage to or destruction of the Common Elements;

(e) any default by the Unit Owner of such Mortgagee's Unit in the performance of such Unit Owner's obligations under the provisions of this Declaration or the Bylaws which is not cured within sixty (60) days after such default commences; and

(f) any lapse, cancellation or material modification of any insurance policy held by the Council, or of any surety or other bond under which the Council is a beneficiary.

#### 7.6. Rights in Event of Damage or Destruction.

7.6.1. If any or all of a Unit is damaged substantially, destroyed or made the subject of any condemnation or eminent domain proceeding, or the acquisition thereof is otherwise sought by any condemning authority, each Unit Owner and each Mortgagee shall have such rights in connection therewith as are set forth in the provisions of the Condominium Act, this Declaration and the Bylaws (including, by way of example rather than of limitation, those of such provisions which govern the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective undivided percentage interests in the Common Elements, percentage interests in the Common Expenses and Common Profits and the Votes which are appurtenant to the Units, and any restoration or repair of the Condominium necessitated thereby).

7.6.2. Nothing in the provisions of this Declaration, the Bylaws, the Condominium Plat or the Council's articles of incorporation shall entitle a Unit Owner or any other party to priority over any Mortgagee of such Unit in the distribution with respect to such Unit of the proceeds of (a) any insurance which accrue as a result of any such damage or destruction, or (b) any award or settlement made as a result of any such condemnation, eminent domain proceeding or acquisition.

7.7. Right to Lease Unit. Any first Mortgagee in Possession of a Unit shall be entitled to lease any or all of it for any purpose consistent with applicable law and the provisions of this Declaration, including but not limited to the standards set forth in the provisions of Section 6.

Section 8. [ Intentionally Deleted. ]

Section 9. General.

9.1. Effectiveness. This Declaration shall become effective on and only on its having been executed and acknowledged by the Developer and recorded among the Land Records.



9.2. Assignment.

9.2.1. The Developer shall be entitled at any time to assign to any person any or all of its right, title and interest hereunder (including, by way of example rather than of limitation, the Developer's rights (ad any proxy) under, or held pursuant to, the provisions of Sections 5 and 6) by an instrument which makes specific reference to this Subsection, and is executed by the Developer and such assignee and recorded among the Land Records. On making such assignment, such assignee shall succeed to all of the Developer's right, title and interest as such hereunder.

9.2.2. The Developer may from time to time hereafter permit any right which it holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

9.3. Amendment and Termination.

9.3.1. Except as is otherwise provided in this Declaration, this Declaration and the Condominium Plat may be amended (and the Condominium Regime may be terminated) with and only with the affirmative vote of Unit Owners having at least sixty-six and two-thirds percent (66 2/3 %) of the total number of Votes then held by all of the Unit Owners.

9.3.2. Anything contained in any of the provisions of this Declaration to the contrary notwithstanding:

(a) For purposes of the provisions of Paragraph 9.3.1., an amendment of the Bylaws in accordance with the provisions thereof shall not be deemed an amendment of this Declaration.

(b) The Bylaws may be amended by and only by both (i) the affirmative Vote of Unit Owners having at least sixty-six and two-thirds percent (66 2/3 %) of the total number of Votes then held by all of the Unit Owners, and (ii) the recordation among the Land Records of an instrument setting forth such amendment and containing or accompanied by a certificate of the person specified in the Bylaws to count Votes at the Membership Meeting at which such amendment was adopted, stating that the amendment was approved by Unit Owners having at least the required percentage of such Votes.

(c) The Developer may, without obtaining the consent thereto of any Unit Owner or Mortgagee, amend this Declaration, the Bylaws or the Condominium



Plat if and only if such amendment is (in the Developer's reasonable opinion) necessary to correct typographical, mathematical or similar errors therein, including such errors with respect to the boundaries of square footage of any Unit, the calculation of the undivided percentage interest in the Common Elements, Common Expenses and Common Profits of any Unit, or the number of Votes of any Unit, and the designation of any of the General Common Elements as Limited Common Elements.

(d) An amendment to this Declaration may not modify in any way any rights expressly reserved in this Declaration for the benefit of the Developer or any provisions contained herein which are required by any governmental authority or which are intended for the benefit of any public utility, without the prior, express, written consent of the Developer, such authority or such utility.

(e) Nothing in the foregoing provisions of this subsection shall be construed in derogation of any requirement in this Declaration or the Bylaws that all or a specified number of Mortgagees approved specified actions of the Council.

(f) Nothing in the foregoing provisions of this subsection shall be deemed in any way to require the consent of each Unit Owner and each Mortgagee to any amendment of this Declaration made pursuant to the provisions of section 11-107(d) of the Condominium Act, so long as such amendment is made in accordance with such provisions and the provisions of Paragraph 3.2.7.

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

9.4. Waiver. The Developer shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by the Developer in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

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

is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

9.6. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

9.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the Bylaws, the Condominium Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

9.8. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any section, subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such section, subsection, paragraph or subparagraph of this Declaration.

9.9. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration or the Bylaws shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Unit, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder therein of the Unit Owner of such Unit.

9.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a party hereof.

9.11. General Plan of Development.

9.11.1. The provisions of this Declaration, the Bylaws and the Condominium Plat shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and, as such, to be covenants running with, binding upon, benefitting and burdening the respective title, to each Unit and the Common Elements;

provided, that the same shall not be deemed covenants running with, binding upon, benefitting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to) any land not contained within the Condominium.

9.11.2. If any Unit Owner or other person fails to comply with any of the provisions of this Declaration, the Bylaws or the condominium Plat, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief or both, (a) in any or all of the Council and each Unit Owner (including the Developer if it is a Unit Owner), and their respective heirs, personal representatives, successors and assigns, and (b) in the Developer (even if the Developer is not a Unit Owner) if such failure affects any right or power granted or reserved to the Developer by or pursuant to the provisions of this Declaration, the Bylaws or the Condominium Plat.

9.11.3. Both the Developer, by delivering to any person a deed conveying to him the title to a Unit, and such person, by accepting such delivery, shall be deemed thereby to have agreed with each other, the Council and each other Unit Owner, to be bound by the provisions of this Declaration, the Bylaws and the Condominium Plat.

9.11.4. Any lease of licensing agreement entered into by a Unit Owner or another person and covering any or all of a Unit, or by the Council and covering any of the Common Elements, shall be in writing and shall expressly provide that (a) the terms of the lease or license thereby created are in all respects subject to the operation and effect of the provisions of this Declaration, the Bylaws and the Condominium Plat, and (b) any failure by the Lessee or licensee thereunder to comply with such provisions shall be a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so.

9.11.5. Each person who, together with any other person, is a Unit Owner or a Lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

## 9.12. Notices.

9.12.1. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to any person shall be in writing and shall be deemed to have been provided (a) forty-eight (48) hours after having been deposited as first-class mail in the United States mail, postage prepaid, and addressed (i) if the addressee is the Developer, to 365 Main Street, Reisterstown, Maryland 21136 or to such other address as the Developer may designate from time to time by notice to the

Council, with a copy to the Developer's attorney, Richard L. Miller, Monshower, Miller & Magrogan, LLP, 10440 Little Patuxent Pkwy. Suite 500, Columbia, Md 21044, (ii) if the addressee is the Council or the Architectural Committee, to the address of the Council's resident agent, or to such other address as the Council may designate from time to time by notice to the Unit Owners, (iii) if the addressee is a Unit Owner (other than the Developer) or a Mortgagee who (in accordance with the provisions of the Bylaws) has notified the Council of its status as such and furnished the Council with its address, to such person's said address (herein referred to as such person's "Notice Address"), and (iv) if the addressee either (1) has not so notified the Council and furnished it with its address, as aforesaid, or (2) is any other person, to such address in the United States of America as is used by the United States Postal Service for the delivery of mail to such person or its Unit, or (b) on actual hand or other personal delivery to such person.

9.12.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless a Unit Owner or a Mortgagee has notified the Council of its status as such and furnished the Council with its address in accordance with the provisions of the Bylaws, such person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice, demand, consent, approval, request or other communication or document by the council, (b) to participate in the consideration of or cast any Vote on any question voted upon by the Membership, or (c) otherwise to be recognized as such by the Council or any Unit Owner.

9.13. The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Developer or any other person any reversionary right with respect to any Unit or the Common Elements. Any such reversionary right is hereby expressly waived.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and ensealed on its behalf by its duly authorized representative, the day and year first above written.

WITNESS:

BRK, LLC

Richard C. McElroy

By: [Signature]  
Managing Member (SEAL)

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Reviewed for compliance with  
Baltimore County Code § 26-214(B)  
Susan Dubin  
Asst.-Co. Atty

STATE OF MARYLAND,

Baltimore

CITY, COUNTY, to wit:

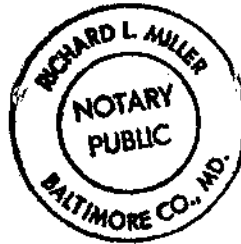
I HEREBY CERTIFY that on this 30th day of December, 2002, before me, the subscriber, a Notary Public in and for the City/County of Baltimore, personally appeared Alexander Karavasilis known to me or satisfactorily proven to be the managing member of **BRK, LLC**, a **Maryland limited liability company** and the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained in his capacity as managing member, and in my presence signed and sealed the same instrument.

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

Richard L. Miller (SEAL)

Notary Public

My Commission Expires: 11/1/2006







**CONSENT AND AGREEMENT OF  
TRUSTEES AND BENEFICIARY**

Bernard Dackman and Gordon B. Heyman, Trustees, and Key Bank and Trust, a banking corporation organized and existing under the laws of the State of Maryland, who are, respectively, the trustees and the beneficiary under a Deed of Trust dated October 29, 2001, and recorded among the Land Records of Baltimore County, Maryland, in Liber 15771 at folio 590; and said Key Bank and Trust as the holder of two Mortgages: a Purchase Money Mortgage dated March 20, 1998 and recorded among the Land Records of Baltimore County, Maryland, in Liber 12776 at folio 276; and a Second Mortgage dated March 20, 1998, and recorded among the Land Records of Baltimore County, Maryland, in Liber 12776 at folio 289, hereby (a) join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the said Deed of Trust, Purchase Money Mortgage and Second Mortgage, in and to the real property described in Exhibit A to such Declaration, to a Condominium Regime pursuant to the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (1996 Replacement Volume, as amended); and (b) agree that, by such recordation, their interest is subject to the Unit Owners' respective undivided percentage interest in the Common Elements of such Condominium which is attendant to each such Unit, all as set forth in the provisions of such Declaration. Nothing in the foregoing provisions of this Consent and Agreement shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.


IN WITNESS WHEREOF, each of the said trustees, beneficiary and holder have executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representative as of the date(s) indicated beneath their respective signatures.

**[SIGNATURES APPEAR ON NEXT PAGE]**

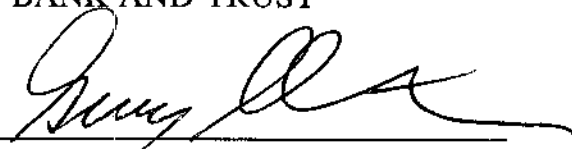
WITNESS:

  
Bernard Dackman, Trustee (SEAL)Date: 3/14/02, 2002  
Gordon B. Heyman, Trustee (SEAL)Date: 3/18, 2002

ATTEST:



KEY BANK AND TRUST

By:   
(SEAL)

Date: \_\_\_\_\_, 2002

STATE OF Maryland,BALTIMORE CITY, COUNTY, to wit:

I HEREBY CERTIFY that on this 12<sup>th</sup> day of March, 2002, before me, the subscriber, a Notary Public in and for the City/County of BALTIMORE, personally appeared **BERNARD DACKMAN**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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



Notary Public

My Commission Expires: 9/1/05STATE OF Maryland,BALTIMORE CITY, COUNTY, to wit:

I HEREBY CERTIFY that on this 18<sup>th</sup> day of March, 2002, before me, the subscriber, a Notary Public in and for the City/County of BALTIMORE, personally appeared **GORDON B. HEYMAN**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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



Notary Public


My Commission Expires: 9/1/05

STATE OF MARYLAND,

Baltimore CITY, COUNTY, to wit:

I HEREBY CERTIFY that on this 11<sup>th</sup> day of March, 2002, before me, the subscriber, a Notary Public in and for the City/County of Baltimore, personally appeared George G. Wacker known to me or satisfactorily proven to be the SENIOR VICE PRESIDENT of **KEY BANK AND TRUST**, and the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained in his capacity as SENIOR VICE PRESIDENT, and in my presence signed and sealed the same instrument.


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

  
Notary Public Kathy W. Snyder (SEAL)

My Commission Expires: 12-01-02

#### ATTORNEY CERTIFICATION

THIS IS TO CERTIFY that this instrument was prepared by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

  
Richard L. Miller, Esq.

**CLERK:** Upon its recordation, please return this instrument to:

Attn: Richard L. Miller, Esq.  
Monshower, Miller & Magrogan, LLP  
10440 Little Patuxent Parkway  
30 Corporate Center, Suite 500  
Columbia, Maryland 21044-3561.

SCHEDULE 1

<u>Unit No.</u>	<u>Sq. Ft.</u>	<u>Percentage Interest In Common Elements And In Common Expenses And Common Profits</u>
1A	1,846	12.07%
1B	1,749	11.44%
2A	1,084	7.09%
2B	799	5.23%
2C	1,670	10.92%
2D	890	5.82%
2E	957	6.26%
2F	957	6.26%
2G	1,240	8.11%
2H	714	4.67%
2I	839	5.48%
2J	1,420	9.29%
2K	1,123	7.35%
<u>TOTALS</u>	15,288 sq. ft.	100%



**DECLARATION****EXHIBIT A****Description of the Land**

ALL OF THAT LAND in Baltimore County, Maryland, BEING KNOWN AND DESIGNATED as Lot No. 2, as shown on a plat entitled, "Plat of The Ensor Property and the Resubdivision of Parcel A, Lot 1 and Lot 2 of the Amended Plat, Part of Plat No. One, Chartley, Plat Book GLB 23, folio 120" which plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book No. 51, folio 28; containing 1.56705 acres of land, more or less. The improvements thereon being known as No. 365 Main Street.

**DECLARATION****EXHIBIT B****Condominium Plat**

See Plat dated July 22, 2002 prepared by Spellman, Larson & Associates, Inc. entitled "Linden Professional Center Condominium," containing 2 sheets, which Plat is being recorded simultaneously herewith among the Plat Records of Baltimore County, SM 25-107 and 25-108.

0017510 073

**DECLARATION**

**EXHIBIT C**

**Initial Form of Bylaws**

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)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.	
	Deed	Mortgage	<input checked="" type="checkbox"/> Other Declaration
	Deed of Trust	Lease	<input checked="" type="checkbox"/> By Laws
2	Conveyance Type Check Box	Improved Sale	Unimproved Sale
	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]
3	Tax Exemptions (if Applicable)	Recordation	State Transfer
	Cite or Explain Authority	County Transfer	
4	Consideration and Tax Calculations	Finance Office Use Only	
	Purchase Price/Consideration	Transfer and Recordation Tax Consideration	
	Any New Mortgage	Transfer Tax Consideration	
	Balance of Existing Mortgage	X ( ) % = \$	
	Other:	Less Exemption Amount - \$	
	Other:	Total Transfer Tax = \$	
	Full Cash Value	Recordation Tax Consideration \$	
		X ( ) per \$500 = \$	
		TOTAL DUE \$	
5	Fees	Doc. 1	Doc. 2
	Recording Charge	\$ 80.00	\$ 80.00
	Surcharge	\$	\$
	State Recordation Tax	\$	\$
	State Transfer Tax	\$	\$
	County Transfer Tax	\$	\$
	Other	\$	\$
	Other	\$	\$
6	Description of Property	District	Property Tax ID No. (1)
	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).	09	19-00-011970
		Subdivision Name	Lot (3a)
		Linden Prof. Center Condo	Block (3b)
		365 main St. Reisterstown MD 21136	Sect/AR(3c)
		Other Property Identifiers (if applicable)	Plat Ref.
			SqFt/Acreage (4)
		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/>	Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Description/Amt. of SqFt/Acreage Transferred:
		If Partial Conveyance, List Improvements Conveyed:	
7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		BRK, LLC	BRK, LLC
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)
8	Transferred To	Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
		BRK, LLC	
		New Owner's (Grantee) Mailing Address	
		365 main St. Reisterstown MD 21136	
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)
10	Contact/Mail Information	Instrument Submitted By or Contact Person	
		Name: Eileen Weiss	
		Firm: Lakeside Title Company	
		Address: 10840 Little Patuxent Pkwy # 405	
		Columbia MD 21044 Phone: 410 992 1670	
		Return to Contact Person <input type="checkbox"/>	
		Hold for Pickup <input type="checkbox"/>	
		Return Address Provided <input type="checkbox"/>	
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information	
		Yes <input checked="" type="checkbox"/> No Will the property being conveyed be the grantee's principal residence?	
		Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify:	
		Yes <input type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).	
		Assessment Use Only - Do Not Write Below This Line	
		Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification <input type="checkbox"/>	
		Transfer Number: Date Received: Deed Reference: Assigned Property No:	
		Year: 19 19 Geo. Map: Sub: Block:	
		Land: Zoning: Grid: Plat: Section: Occ. Cd:	
		Buildings: Use: Parcel: Ex. St. Ex. Cd.	
		Total: Town Cd. Ex. St. Ex. Cd.	
		REMARKS: Per: [Signature] Sec 33-139	
		Per: [Signature] T.P. ART 12-108	
		Date: 2/5/03	
		Distribution: White - Clerk's Office	
		Canary - SDAT	
		Pink - Office of Finance	
		Goldenrod - Preparer	
		AOC-CC-300 (6/95)	

Space Reserved for County Verification

IMP FD SURE \$ 5.00  
RECORDING FEE 75.00  
TOTAL 80.00  
Rpt # 17405  
Rpt # 1207  
03:18 PM