

# Linden Professional Center Condominium, Inc.

Articles of Incorporation



Tax ID# 20-1179386

THE COUNCIL OF UNIT OWNERS OF  
LINDEN PROFESSIONAL CENTER CONDOMINIUM, INC.

2003  
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ARTICLES OF INCORPORATION

THESE ARTICLES OF INCORPORATION, made this 30<sup>th</sup> day of December, 2002, by Richard L. Miller, a resident of the State of Maryland, having an office address at Monshower, Miller & Magrogan, LLP, 10440 Little Patuxent Parkway, 30 Corporate Center, Suite 500, Columbia, Maryland 21044.

WITNESSETH, THAT WHEREAS, pursuant to the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (1996 Replacement Volume, as amended) (hereinafter referred to as "the Act"), and by a Declaration dated December 30, 2002, and intended to be recorded among the Land Records of Baltimore County, Maryland (hereinafter referred to as "the Declaration"), BRK, LLC, a limited liability company organized and existing under the law of Maryland (the "Developer"), has subjected to a condominium regime all of that tract of land in the said County which is described therein, together with the improvements thereon and the appurtenances thereto, thereby creating a condominium with respect to the same known as "Linden Professional Center Condominium" (hereinafter referred to as "the Condominium"), all as is more particularly set forth in the provisions of the Declaration; and

WHEREAS, under the provisions of the Declaration, the Condominium's affairs are to be governed (1) in accordance with bylaws (hereinafter and in the Declaration referred to as "the Bylaws"), the initial form of which has been designated as an exhibit to the Declaration and recorded as such among the said Land Records, and (2) by an entity which is to constitute both a council of unit owners organized and existing under the provisions of the Act and a nonstock corporation organized and existing under the laws of Maryland; and

WHEREAS, by these Articles of Incorporation, the undersigned intends to incorporate such entity at the request of the Developer.

NOW, THEREFORE, THE UNDERSIGNED, being at least eighteen (18) years of age, hereby forms a nonstock corporation under the general laws of the State of Maryland, upon the terms and subject to the conditions which are hereinafter set forth:

Article 1. Name. The name of the corporation (hereinafter referred to as "the Council") is and shall be "THE COUNCIL OF UNIT OWNERS OF LINDEN PROFESSIONAL CENTER CONDOMINIUM, INC."

Article 2. Purposes and Powers.

2.1. The Council is formed for the following purposes and shall have the following powers:

2.1.1. to provide for the acquisition, construction, management, maintenance and care of the Council's property and of the property referred to as "the Common Elements" in the provisions of the Declaration;

2.1.2. to do and perform any and all acts and things which a council of unit owners organized and existing under the provisions of the Act (as from time to time amended) is or may be empowered to do, without limitation or restriction of any kind;

2.1.3. to do and perform any and all acts and things which a nonstock corporation organized and existing under the general laws of the State of Maryland is or may be empowered to do, without limitation or restriction of any kind (including, by way of example rather than of limitation, any and all acts and things which such a corporation is or may be empowered to do under the provisions of Title 2, Section 2-103, and Title 5, Subtitle 2, of the Corporations and Associations Article of the Annotated Code of Maryland (1999 Replacement Volume), as from time to time amended); and

2.1.4. to do and perform any and all acts and things which the Council is authorized or empowered to do by the provisions of the Declaration, the Bylaws or the Condominium Plat (as that term is defined by the provisions of the Declaration), as from time to time amended.

2.2. Anything contained in the foregoing provisions of this Article to the contrary notwithstanding, nothing in such provisions shall be deemed to empower the Council to take any action, or to permit the Council not to take any action, if and to the extent that its taking or failure to take such action is not permitted by the provisions of the Act, the Declaration, the Bylaws or the Condominium Plat.

Article 3. Principal Office and Resident Agent.

3.1. The post office address of the principal office of the Council in Maryland is c/o Alexander K. Karavasilis, BRK, LLC, 365 Main Street, Reisterstown, Maryland 21136.

CUST ID:0001036040  
WORK ORDER:0000686019  
DATE:01-09-2003 04:00 PM  
2 AMT. PAID:\$40.00

3.2. The name and post office address of the resident agent of the Council in Maryland are Alvin C. Monshower, Jr., Esq., Monshower, Miller & Magrogan, LLP, 10440 Little Patuxent Parkway, 30 Corporate Center, Suite 500, Columbia, Maryland 21044. Such resident agent is a citizen of the State of Maryland who actually resides therein.

Article 4. Lack of Authority To Issue Stock.

4.1. The Council is not authorized or empowered to issue capital stock of any type of class.

4.2. Nothing in the foregoing provisions of this Article shall be deemed in any manner to alter or impair any right or power which the Council may have from time to time to issue such bonds, notes and other evidence of secured or unsecured debt, in such amounts, for such consideration, upon such terms and subject to such conditions as the Council may determine.

Article 5. Membership. The Council's membership shall consist of and be limited to all of the Unit Owners, as that term is defined by the provisions of the Declaration.

Article 6. Directors.

6.1. The number of directors which the Council shall have shall be three (3), which number may be increased by an amendment of the Bylaws, but shall never be less than three (3).

6.2. The names of the directors who shall act until the first annual meeting of the membership of the Council, and until their successors are elected and qualified, are:

Garnet S. Bean  
Leslie H. Rock  
Alexander K. Karavasilis

6.3. The Council's board of directors shall exercise all of the Council's powers, except for those, if any, which are conferred upon or reserved to the members of the Council by law, or by the provisions of these Articles of Incorporation, the Declaration, the Bylaws or the Condominium Plat, as from time to time amended.

Article 7. Perpetual Existence. The Council's existence shall be perpetual.

Article 8. Voting rights.

8.1. The voting rights of each member of the Council are as set forth in the provisions of the Declaration and the Bylaws, as from time to time amended.

8.2. Except in those circumstances, if any, in which the giving of a proxy by a member of the Council is expressly permitted by the provisions of the Declaration or the Bylaws (in which circumstances such member shall be entitled to vote by such proxy), no member of the Council may vote by proxy.

Article 9. Amendment.

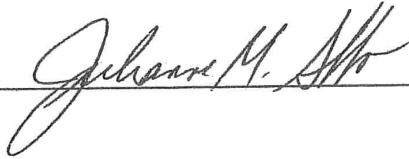
9.1. These Articles of Incorporation may be amended in and only in the same manner as that set forth in the provisions of Section 2-604 of the Corporations and Associations Article of the Annotated Code of Maryland (1999 Replacement Volume, as amended) for stock corporations, with each member of the Council having the same rights thereunder held by a stockholder of a stock corporation.


9.2. Without limiting the generality of the foregoing provisions of this Article, no amendment of these Articles of Incorporation shall be effective unless approved by the Council's membership by the affirmative vote or consent of Unit Owners holding two-thirds (2/3) of all of the votes entitled to be cast thereon.

Article 10. Dissolution of the Association. The Council may be voluntarily dissolved only in accordance with the provisions of the Act and Section 5-208 of the Corporations and Associations Article of the Annotated Code of Maryland (1999 Replacement Volume, as amended), except that such dissolution must have been approved by all of those persons whose consent is, under the provision of the Act, a condition to the termination of the said condominium regime for the Condominium.

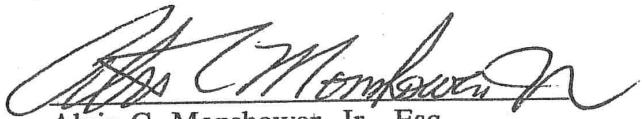
IN WITNESS WHEREOF, THE UNDERSIGNED hereby executes and enacts these Articles of Incorporation and acknowledges them to be his act, the day and year first above written.

WITNESS:

  
\_\_\_\_\_

  
Richard L. Miller, Esq. (SEAL)

The undersigned agrees to act and serve as Resident Agent for the Council.

  
Alvin C. Monshower, Jr., Esq.

**RETURN TO:**  
**Monshower, Miller & Magrogan, LLP**  
**10440 Little Patuxent Parkway, Suite 500**  
**Columbia, Maryland 21044-3561**

# Linden Professional Center Condominium, Inc.

Budget



Linden Prof 2023 Proposed budget

GL Account	2022 Budget	2022 YTD Actual (Jun)	Year end projections	2023 Proposed
Income (Count: 1)				
30 - Income (Count: 1)				
41000 - Association Fees	65157	32578.26	65154.52	65157
	\$65,157.00	\$32,578.26		\$65,157.00
	\$65,157.00	\$32,578.26		\$65,157.00
Expense (Count: 18)				
35 - Administrative (Count: 5)				
50500 - Accounting	600	0	0	600
Legal Fees				2000
51050 - Management Fee	9900	4950	9900	10048.5
51056 - Inspections/reserve study	1500	0		3000
51450 - Postage and Copies	250	68.07	136.14	150
53432 - Taxes	577	2000	2000	600
	\$12,827.00	\$7,018.07	12036.14	\$ 16,398.50
40 - Utilities (Count: 2)				
56300 - Trash Removal	2600	1020.01	2040.01	2200
56500 - Water and Sewer	900	817.27	1634.27	1700
	\$3,500.00	\$1,020.01	3674.28	\$ 3,900.00
45 - Grounds (Count: 9)				
60400 - Landscape Contract	10080	5646	11292	8009
60470 - Landscape Enhancement	10000	0	0	3000
60900 - Tree Care	1500	0	0	1500
62250 - Streetlight Repairs	500	0	0	500
62650 - Repairs and Maintenance	1700	1378.76	1378.76	2000
64981 - Gutter Cleaning	800	0		800
64987 - Electric	1250	135.57	271.14	350
64988 - Snow Removal	8000	6090	6090	9500
64999 - Insurance	7500	2075.8	4151.6	6500
	\$41,330.00	\$21,376.57	23183.5	\$ 32,159.00
50 - Buildings (Count: 1)				
67870 - Power Washing	1000	0	0	2158
	\$1,000.00	\$0.00		\$ 2,158.00
70 - Reserve Contributions (Count: 1)				
97000 - Reserve Contribution	6500	0	6500	10541.5
	\$6,500.00	\$0.00		10541.5
	\$65,157.00	\$29,414.65		\$ 65,157.00
	\$0.00	\$3,163.61		0



# Linden Professional Center Condominium, Inc.

Bylaws



0017510 075

LINDEN PROFESSIONAL CENTER

BYLAWS

IMP FD SLRE \$	5.00
RECORDING FEE	75.00
TOTAL	80.00
Res# BA02	Rcpt # 17406
SM ID	Blk # 1209
Feb 06, 2003	03:22 PM

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LINDEN PROFESSIONAL CENTER

BYLAWS

ARTICLE I. GENERAL PROVISIONS.

Section 1.1. Definitions.

1.1.1. Specifically Defined Terms.

(a) As used in the Bylaws,

(i) the following terms have the meanings given them by the provisions of Section 1 of the Declaration: "Architectural Committee", "Assessment", "Board of Directors", "Building", "Bylaws", "Code", "Common Elements", "Common Expenses", "Common Profits", "Condominium Act", "Condominium Plat", "Condominium Regime", "Contract Purchaser", "Contract Lien Act", "Council", "Council Receipts", "Council of Unit Owners", "Developer", "General Common Elements", "Land", "Land Records", "Lessee", "Limited Common Elements", "Loading Area", "Membership", "Mortgage", "Mortgagee", "Mortgagee in Possession", "Mortgagor", "Percentage Interest in the Common Expenses and Common Profits", "Person", "Rules and Regulations", "Structure", "Undivided Percentage Interest in the Common Elements", "Unit", "Unit Owner", "Use" and "Votes".

(ii) The following terms have the following meanings:

(1) "Annual Membership Meeting" means an annual meeting of the Membership, held pursuant to the provisions of subsection 2.3.2.

(2) "Assessment Lien" has the meaning given it by the provisions of Section 3.4.

(3) "Assessment Year" has the meaning given it by the provisions of subsection 3.2.2.

(4) "Assistant Secretary" means an assistant secretary of the Council.

(5) "Assistant Treasurer" means an assistant treasurer of the Council.



(6) "Board" means the Board of Directors.

(7) "Board Meeting" means a meeting of the Board of Directors, held pursuant to the provisions of subsection 2.4.8.

(8) "Condemnation" means both (A) a taking in condemnation or by the exercise of a power of eminent domain, and (B) a conveyance made to a governmental or quasi-governmental authority which possesses such power, in settlement of any pending or threatened exercise thereof.

(9) "Condominium" means all of that parcel of land described in Exhibit A to the Declaration and, as more particularly shown on Exhibit B to the Declaration, together with the improvements thereon and the appurtenances thereto.

(10) "Council Property" means any and all real or personal property or other assets beneficially owned by the Council at any time.

(11) "Declaration" means the instrument entitled "Declaration," which is recorded among the Land Records immediately prior to the recordation there among of the initial form of these Bylaws and by which the property constituting the Condominium was subjected to the Condominium Regime, as from time to time amended.

(12) "Director" means a member of the Board of Directors.

(13) "General Assessment" has the meaning given to it by the provisions of subsection 3.1.1.

(14) "Limited Assessment" has the meaning given it by the provisions of subsection 3.1.1.

(15) "Majority" means more than fifty percent(50%).

(16) "Manager" means a person whom the council employs, or with whom it contracts, to manage the Condominium or the Council's affairs pursuant to the provisions of subparagraph 2.4.11(e).

(17) "Membership Meeting" means an Annual Membership Meeting or a Special Membership Meeting.

(18) "Notice Address" has the meaning given it by the provisions of Section 7.2.

(19) "Notice of Lien" has the meaning given it by the provisions of subsection 3.3.1.

(20) "Officers" means, collectively, the President, the Vice President, the Secretary, the Treasurer, each Assistant Secretary, each Assistant Treasurer, and the holder of each other office which the Board of Directors creates pursuant to the provisions of subsection 2.4.11(t).

(21) "President" means the president of the Council.

(22) "Proxy" means the right given, pursuant to the provisions of subsection 2.3.6.(e), by a Unit Owner to any person to cast such Unit Owner's Votes on questions voted upon at a Membership Meeting.

(23) "Proxy Holder" means a person who holds a Proxy.

(24) "Secretary" means the secretary of the Council.

(25) "Special Assessment" has the meaning given it by the provisions of subsection 3.2.1.

(26) "Special Membership Meeting" means a special meeting of the Membership held pursuant to the provisions of subsection 2.3.3.

(27) "Treasurer" means the treasurer of the Council.

(28) "Utility Assessment" has the meaning given it by the provisions of subsection 3.1.1.(a).

(29) "Utility Service" has the meaning given it by the provisions of subsection 3.1.1.

(30) "Vice President" means the vice president of the Council.

(31) "Voting Representative" means a person referred to as such in the provisions of subsection 2.3.6.(b).

(b) Any other term to which meaning is specifically given by any provisions of the Bylaws shall, for purposes of the Declaration and these Bylaws, be deemed to have such meaning.

1.1.2. Construction of Terms. Any term to which meaning is specifically given by any provisions of the Declaration or these 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 meaning so given shall govern to the extent allowed by law.

Section 1.2. Applicability of Bylaws.

1.2.1. Scope of Coverage. These Bylaws shall be applicable to, and shall govern, (a) the Council's administration of the Condominium's affairs, acting through its Officers, the Board of Directors or the Membership; (b) the ownership, sale, lease, sublease, pledge, assignment or other transfer, by the Developer or any Unit Owner, Contract Purchaser, Mortgagee, Lessee or other person, of any legal or equitable freehold, leasehold, security or other interest in (i) any Unit, (ii) any undivided percentage interest in the Common Elements, (iii) any undivided percentage interest in the Common Expenses and Common Profits, or (iv) any right to vote, or other right of participation in the administration of the affairs of the Condominium or the Council; and (c) the occupancy or other use of any Unit or the Common Elements by the Developer, any Unit Owner, Contract Purchaser, Mortgagee, Lessee or other person, or any agent, employee, invitee, visitor or guest thereof.

1.2.2. Persons Bound. Any Unit Owner, Contract Purchaser, Mortgagee, Lessee or other person who (a) enters into or accepts the delivery of any instrument effecting the sale, conveyance, pledge, lease, sublease, assignment or other transfer of any interest referred to in the provisions of subsection 1.2.1.(b), or (b) occupies or otherwise uses any Unit or the Common Elements, or allows any of his/her/its agents, employees, invitees, visitors or guests or any other person to do so, shall conclusively be deemed thereby to have accepted and ratified the provisions of the Declaration, these Bylaws and the Rules and Regulations, all as from time to time amended, and to have agreed to comply with and be bound by the same.

ARTICLE II. THE COUNCIL OF UNIT OWNERS.

Section 2.1. Function.

Pursuant to the provisions of Section 5.2 of the Declaration, and in accordance with the provisions of section 11-109 of the Condominium Act, the affairs of the Condominium shall be governed and administered by the Council of Unit Owners, an entity incorporated as a nonstock corporation under the provisions of the Corporations and Associations Article of the Code.

Section 2.2. Powers and Duties.

2.2.1. General Powers. The Council shall have all of the rights and powers which are vested (a) in a council or unit owners by the provisions of the Condominium Act (to and only to the extent that the vesting of such powers is consistent with the provisions of the Declaration and these Bylaws); (b) in a nonstock corporation by the provisions of the Corporations and Association Article of the Code (to and only to the extent that the vesting of such powers is consistent with the provisions of the Condominium Act, the Declaration and these Bylaws); or (c) in the Council by the provisions of the Declaration or these Bylaws.

2.2.2. Specific Powers. Without limiting the generality of the foregoing provisions of this Section, the Council shall have all of the following powers:

- (a) to have perpetual existence, subject to any right to terminate the Condominium Regime held by the Unit Owners pursuant to the provisions of the Condominium Act;
- (b) to sue, be sued, complain and defend in any court of law or equity of Maryland or any other jurisdiction;
- (c) to transact its business, carry on its operations and exercise the rights and powers vested in it, as aforesaid, in any state, territory, district or possession of the United States, foreign country or other place;
- (d) to make contracts and guaranties, incur liabilities and borrow money;
- (e) to sell, mortgage, lease, pledge, exchange, convey, transfer or otherwise dispose of any or all Council Property;

(f) to issue bonds, notes and other obligations, and secure the same by mortgage, deed of trust or other security conveyance of any or all Council Property and Common Profits;

(g) to acquire by purchase or lease or in any other manner, and to take, receive, own, hold, use, employ, improve and otherwise deal in and with, any real or personal property, or any interest therein, wherever located;

(h) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, or deal in and with, in any other manner, shares or other interests in, or obligations of, any Maryland or foreign corporation, association, partnership or individual;

(i) to invest its funds and lend money in any manner which is appropriate to enable it to carry on the operations or fulfill the purposes set forth in the provisions of the Declaration or these Bylaws, and to take and hold real and personal property as security for the payment of funds so invested or loaned; and

(j) generally, to exercise any and all rights which are vested in it, and to do every other act not inconsistent with law which is appropriate to promote and attain the purposes set forth in the Condominium Act, the Declaration or these Bylaws.

2.2.3. General Duties. The Council shall have all of the duties which are imposed on (a) a council of unit owners by the provisions of the Condominium Act; (b) a nonstock corporation by the provisions of the Corporations and Associations Article of the Code; and (c) the Council by the provisions of the Declaration or these Bylaws.

2.2.4. Specific Duties. Without limiting the generality of the provisions of subsection 2.2.3., the Council shall (a) govern and administer the Condominium's affairs; (b) establish the methods of and the procedures for collecting from the Unit Owners their respective Assessments and for paying to the Unit Owners their respective shares of the Common Profits; (c) manage or arrange for the management of the Condominium and all Council Property; and (d) have such other duties as are specifically imposed upon the Board of Directors or any Officer by these Bylaws.

Section 2.3. The Membership.

2.3.1. Composition. The membership of the Council shall consist of and be limited to all of the Unit Owners.

2.3.2. Annual Membership Meetings.

(a) First Annual Membership Meeting. Provided that notice thereof is given in accordance with the provisions of these Bylaws, the first Annual Membership meeting shall be held on a date which is not later than forty-five (45) days after the date on which the Declaration is recorded among the Land Records, and is not a Sunday or a legal holiday, and at a place in Maryland, all as chosen by the Developer in the exercise of its absolute discretion. At the first Annual Membership Meeting, the Membership (i) shall elect the Directors in accordance with the provisions of Section 2.4.; and (ii) may transact any other business which properly comes before it.

(b) Subsequent Annual Membership Meetings.

(i) Provided that notice thereof is given in accordance with the provisions of these Bylaws, after such first Annual Membership Meeting an Annual Membership Meeting shall be held on the first Monday of May of each year after the year during which such first Annual Membership Meeting is held, as aforesaid, and at a place in Baltimore County, Maryland, all as chosen by the Board of Directors.

(ii) Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, a Membership Meeting for the purpose of electing all of the Directors shall be held (on a date which is not a Sunday or a legal holiday, and at a place in Maryland, all as chosen by the Developer in the exercise of its absolute discretion), within sixty (60) days after the first date on which the title has been conveyed by the Developer to the initial purchasers of Units, the Unit Owners of which hold, in the aggregate, at least fifty percent (50%) of the percentage interests in the Common Elements.

(c) Notice of Annual Membership Meetings. By not later than ten (10), but not earlier than forty-five (45), days before the date on which any Annual membership Meeting is to be held, the Secretary (or, in the case of the first Annual Membership Meeting, the Developer) shall give to each Unit Owner and each Proxy Holder a written notice to that effect, setting forth the date, time and place thereof.

2.3.3. Special Membership Meetings.

(a) Circumstances. Provided that notice thereof is given in accordance with the provisions of these Bylaws, a Special Membership Meeting may be held at any time after the first Annual Membership Meeting, upon a call by the President or the Board of Directors. Each Special Membership Meeting shall be held on a date which

is not a Sunday or a legal holiday, and at a place in Carroll County, Maryland; provided, that a Special Membership Meeting may be had at any other date, time or place chosen by the President or the Board of Directors in any emergency situation, if a failure to do so could unreasonably jeopardize any of the Condominium or any Council Property, or the health, safety, comfort or welfare of the occupants of any Unit, or could impose an unreasonable burden upon the Council.

(b) When a Special Membership Meeting Shall be Called.

(i) The President or the Board of Directors may at any time call a Special Membership Meeting upon his, her or its own initiative, and shall, in such event (subject to the operation and effect of the provisions of subsection 2.3.3.(a)), determine the date, time and place thereof in the exercise of his, her or its absolute discretion.

(ii) The President shall call a Special Membership Meeting upon the Council's receipt, at any time after the first Annual Membership Meeting, of a petition (1) requesting that such Special Membership Meeting be called, (2) stating each intended purpose thereof, and (3) signed by Unit Owners or Proxy Holders having at least twenty-five percent (25%) of the total number of Votes then outstanding. Whenever any such Special membership Meeting is requested by any such petition, the President shall set a date therefor which is not later than forty-five (45) days after the Council's receipt of such petition.

(c) Notice of Special Membership Meetings. By not less than ten (10), but not more than forty (40), days before the date on which a Special Membership Meeting is to be held, the Secretary shall give to each Unit Owner and each Proxy Holder a written notice to that effect, setting forth the intended purpose, date, time and place thereof; provided, that (if and to the extent permitted by the Condominium Act) where a Special Membership Meeting is to be held in any emergency situation pursuant to the provisions of subsection 2.3.3.(a), and compliance with the foregoing provisions of this subsection is not, for that reason reasonably possible, the Secretary shall give to each Unit Owner and each Proxy Holder such notice thereof as is reasonably possible under the circumstances.

2.3.4. Quorum.

*3.5 = 25%  
owners*

(a) The presence, on the date and at the time and place for which a Membership Meeting is called, of one or more Voting Representatives whose respective Votes constitute, in the aggregate, twenty-five percent (25%) of the total number of Votes

then outstanding shall be required for and shall constitute a quorum for any Membership Meeting.

(b) If a quorum does not exist at the date, time and place of a Membership Meeting, then (i) notwithstanding the absence of such quorum, such Membership Meeting may be adjourned (by and only by a motion to such effect made and seconded by Voting Participants and approved by a Majority of the Votes cast thereon), with such notice as is required by the provisions of Section 5-206 of the Corporations and Associations Article of the Code, to a date, time and place conforming to the criteria set forth in the provisions of Section 2.3 (provided that such date is not less than fifteen (15) or more than forty-five (45) days from the date for which such Membership Meeting is first called, as aforesaid), in which event, so long as a quorum exists at the date, time and place to which such Membership Meeting is so adjourned, any business may be transacted thereat which might have been transacted at the Membership Meeting as originally called, but no other business may be transacted thereat; but (ii) no Membership Meeting shall be otherwise be called or held other than pursuant to the provisions of subsection 2.3.2. and 2.3.3.

(c) Once the secretary of a Membership Meeting determines that a quorum exists therefor, the existence of such quorum shall not be affected by the subsequent withdrawal from the Membership Meeting of any Voting Participant.

#### 2.3.5. Conduct of Membership Meetings.

(a) The President shall, if present, act as the chairman of each Membership Meeting. In his absence, it shall be chaired (1) by the Vice-President, if present, or (2) if not, by any other person present who is elected chairman thereof by a plurality of the Votes. The chairman of each Membership Meeting shall preside over its conduct.

(b) The Secretary shall, if present, act as the secretary of each Membership Meeting. In his absence, (i) any Assistant Secretary shall, if present, act as the secretary thereof, and (ii) in the absence of any Assistant Secretary, any other person present who is appointed secretary thereof by its chairman shall act as such. The secretary of each membership Meeting shall (i) take the minutes thereof (and, if such person is not the Secretary, promptly after such Membership Meeting, deliver such minutes to the Secretary); (ii) record therein the questions voted upon thereat and the results of such voting; (iii) be the judge of the eligibility (under the provisions of subsection 2.3.6.) of any person to cast any Votes thereat; (iv) make the official count of the Votes cast on each such question; and (v) perform any other duty which under these Bylaws is to be performed by the secretary of such membership Meeting as part of its order of business.



(c) The most recent edition of Robert's Rules of Order shall govern the conduct of all Membership Meetings, subject to the provisions of the Declaration, these Bylaws and applicable law.

(d) The order of business to be considered at any Membership Meeting shall be:

(i) if necessary, the election of its chairman pursuant to the foregoing provisions of this subsection;

(ii) if necessary, the appointment of its secretary pursuant to the foregoing provisions of this subsection;

(iii) the call by the secretary of such Membership Meeting of the roll of all Unit Owners and Proxy Holders whose names are listed on the roster maintained pursuant to the provisions of Section 7.1., and such secretary's determination from such roll call of whether a quorum exists therefor;

(iv) the presentation of the Secretary's written certification that each Unit Owner and Proxy Holder has been given notice of such Membership Meeting in accordance with these Bylaws;

(v) the reading by the secretary of such Membership Meeting of the minutes of the most recent Membership Meeting, any modification or correction thereof, and approval thereof as so modified or corrected by a Majority of the Votes cast thereon; and then

(vi) if and only if such Membership Meeting is an Annual Membership Meeting,

(1) the presentation of the Treasurer's written report as to the Council Receipts and Common Expenses, and the Council's assets and liabilities, for the Council's immediately preceding fiscal year, and as to the respective nature and amounts (as estimated by the Treasurer) of the Council Receipts and Common Expenses for the Council's current and next succeeding fiscal years, all in accordance with the provisions of Article III;

(2) the presentation of any report to be given by any other Officer, the Board of Directors or any committee created pursuant to these Bylaws;

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such Membership Meeting;

(3) the holding of any directorial election to be held at

(4) any unfinished business;

(5) any new business; and

(6) adjournment; or

Membership Meeting,

(vii) if and only if such Membership Meeting is a Special

Meeting is called; and

(1) the business for which such Special Membership

(2) adjournment.

#### 2.3.6. Voting at Membership Meetings.

(a) Any question to be voted upon at a Membership Meeting may be voted upon by and only by those persons present who are Voting Representatives for such Membership Meeting, notwithstanding the presence of any other person. Each such Voting Representative shall be entitled to cast upon such question the number of Votes held under the provisions of the Declaration by the Unit Owner for which he is a Voting Representative.

(b) For any Membership Meeting, the Voting Representatives shall consist of and only of all of the following persons:

(i) As to each Unit Owner for whom no Proxy is then in effect permitting his Votes to be cast at such Membership Meeting only by the Unit Owner, (1) if such Unit Owner consists of one natural person, such person shall be the Voting Representative for himself; (2) if such Unit Owner consists of more than one natural person (but such Unit Owner has not designated a Voting Representative in accordance with the provisions of Section 7.1), any such person who is present thereat shall be the Voting Representative for such Unit Owner; provided, that, if more than one such person is present thereat, in counting the Votes cast on any question voted upon at such Membership Meeting the Secretary thereof may treat any such person who is casting such Unit Owner's Votes on such question as the Voting Representative for such Unit Owner, unless before the conclusion of such voting any other such person makes known

to such secretary that he objects to the first such person's being treated as the Voting Representative, as aforesaid, in which event such secretary shall announce the same to the Membership Meeting and disallow such Unit Owner's Votes on such question (but such disallowance shall not affect the existence of a quorum at such membership Meeting); and (3) otherwise, any person who, before such voting, is designated a Voting Representative for such Unit Owner (but only if such designation then remains in effect).

(ii) As to each Unit Owner for whom a Proxy is then in effect permitting such Unit Owner's Votes to be cast at such Membership Meeting only by the Proxy Holder thereof, (1) if such Proxy Holder consists of one natural person, such person shall be the Voting Representative for himself; and (2) otherwise, any person who, before such voting, is designated a Voting Representative by such Proxy Holder in accordance with the provisions of Section 7.1. shall be the Voting Representative for such Proxy Holder (but only if such designation then remains in effect).

(c) Anything contained in the provisions of subsection 2.3.5.(b) to the contrary notwithstanding, the Secretary need not recognize any person as a Voting Representative at a Membership Meeting unless, prior thereto, the Unit Owner or Proxy Holder for which such person is to be a Voting Representative has furnished to the Secretary the information as to such Unit Owner or Proxy Holder referred to in the provisions of Section 7.1.

(d) Except as is otherwise set forth in any provision of the Declaration, the Bylaws or applicable law, each question voted upon at any Membership Meeting shall be decided by a Majority of the Votes cast thereon, and whenever these Bylaws condition the effectiveness of any action upon the approval or authorization thereof by the Membership, such condition shall be satisfied by the affirmative vote of a Majority of the Votes cast thereon, unless another standard of approval is therein expressly set forth with respect to such condition.

(e) A Unit Owner may give any person a Proxy entitling such person to cast such Unit Owner's Votes on questions voted upon at any one or more Membership Meetings, but such Proxy shall not be effective for more than one hundred eighty (180) days after it is given and may be revoked at any time by the Unit Owner executing such Proxy. Anything contained in the provisions of these Bylaws to the contrary notwithstanding:

(i) No person other than a Manager may hold or exercise more than one Proxy for any single membership Meeting; provided that a Mortgagee shall be entitled to hold Proxies from any or all Unit Owners of Units encumbered by Mortgages held by such Mortgagee.

(ii) A Proxy Holder may not vote in an election for members of the Board of Directors or Officers unless such Proxy Holder is expressly appointed to vote for particular candidates designated by the Unit Owner granting such Proxy.

2.3.7. Informal Action. Whenever the Membership is required or permitted by the provisions of the Declaration, the Council's articles of incorporation or these Bylaws to give or withhold its approval or consent or to take any other action, or whenever the taking of any action by the Council, or its effectiveness, is conditioned by any such provisions upon the Membership's having approved it, consented thereto or taken any other action, such approval or consent may be given or withheld, and such action may be taken, by the Membership without a Membership Meeting having been held for such purpose, provided that that number of Voting Representatives whose Votes would have been sufficient to cause such approval or consent to be given or withheld or such action to be taken, at a Membership Meeting duly called for such purpose at which all Voting Representatives were present and voting on such questions, have consented thereto in writing.

Section 2.4. The Board of Directors.

2.4.1. Composition: Qualifications of Directors.

(a) The Board of Directors shall consist of three (3) Directors.

(b) Each Director shall be (i) a natural person; (ii) at least twenty-one (21) years old; and (iii) either (1) alone or with one or more other persons a Unit Owner, or (2) an officer, director, employee or agent of a corporation, partnership, trust or other legal entity which either alone or with one or more other persons is a Unit Owner (provided that the Secretary is given such proof of such natural person's status as officer, director, employee or agent of such entity as the Secretary may reasonably require).

2.4.2. Initial Directors. Notwithstanding anything to the contrary elsewhere contained herein, the following persons shall be the initial Directors: Alexander K. Karavasilis, Leslie H. Rock, Garnet Bean.

2.4.3. Terms of Directorships.

(a) The persons named in the provisions of subsection 2.4.2. shall serve as Directors until the first Annual Membership Meeting, at which time their terms as Directors shall expire.

(b) (i) At the first Annual Membership Meeting, a successor (who may be the same person) shall be elected to each Director whose term then expires. One such successor shall be elected to serve for a term of three (3) years, one such successor shall be elected to serve for two (2) years, and one such successor shall be elected to serve for one (1) year.

(ii) Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, if the first Annual Membership Meeting is held before the first date on which the title has been conveyed by the Developer to the initial purchasers of Units, the Unit Owners of which hold in the aggregate at least fifty percent (50%) of the percentage interests in the Common Elements, then at the Membership Meeting held pursuant to the provisions of subsection 2.3.2.(b)(ii), each Director's term shall expire, and a successor (who may be the same person) shall be elected to each Director. One such successor shall be elected to serve for a term expiring at the third (3rd) Annual Membership Meeting held after his election, one such successor shall be elected to serve for a term expiring at the second (2nd) Annual Membership Meeting after his election, and one such successor shall be elected to serve for a term expiring at the first (1st) Annual Membership Meeting after his election.

(iii) At each Annual Membership Meeting after the later of the first Annual Membership Meeting or any Membership Meeting held pursuant to the provisions of subsection 2.4.3.(b)(ii), a successor shall be elected to each Director whose term then expires, to serve for a term of three (3) years.

#### 2.4.4. Nomination of Directors.

(a) At least thirty (30) days before each Annual Membership Meeting, the President shall appoint a nominating committee of three Voting Representatives, at least one of whom shall be a Director whose term of office does not expire as of such Annual membership Meeting. Such nominating committee, after considering the qualifications of prospective nominees, shall select one or more nominees for each directorship to be filled at such Annual Membership Meeting, and shall present its nominations to the Secretary by not later than fifteen (15) days before such Annual Membership Meeting.

(b) Any Unit Owner or Unit Owners may nominate a candidate for each directorship to be filled at any Annual Membership Meeting by presenting such nomination to the Secretary in a writing signed by each such Unit Owner, by not later than fifteen (15) days before such Annual Membership Meeting.

(c) By not later than ten (10) days before such Annual membership Meeting, each Unit Owner and Proxy Holder shall be furnished a written list of all such nominees for directorships and a ballot for the directorial election, on which the names of each candidate shall be either typed or printed. Where there is more than one (1) candidate, their names shall be arranged alphabetically.

#### 2.4.5. Election of Directors.

(a) At each Annual membership Meeting, there shall be held a separate election to fill the directorship of each Director whose term of office expires as of such Annual Membership Meeting, and any other directorship which is then vacant.

(b) Those persons who have been declared nominees for such positions in accordance with the foregoing provisions of this Section, and who receive the greatest number of Votes cast in such election, shall be declared elected. Cumulative voting shall not be permitted.

(c) Each Voting Representative for a Unit Owner or for a Proxy appointed to vote for nominees designated by a Unit Owner may cast his Votes in such election either (i) while in attendance at such Membership Meeting, or (ii) prior thereto by depositing his completed ballot with the Secretary, who shall open it at such Membership Meeting (in which event such Voting Representative need not attend such Membership Meeting for his Votes to be counted).

2.4.6. Filling Vacancies in Directorships. If any directorship becomes vacant by reason of a Director's death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors shall, at a Board Meeting duly called for such purpose, elect his successor, who shall serve for the remainder of his term; provided, that if such position remains unfilled at the next Annual Membership Meeting, such successor shall be elected thereat by the Membership, for the remainder of such term.

2.4.7. Removal of Directors. Any Director may be removed from his position as such, with or without cause, by the affirmative vote of Voting Representatives having a Majority of the outstanding Votes, at any Annual membership Meeting, or at any Special membership Meeting duly called for such purpose.

#### 2.4.8. Board Meeting.

(a) A Board Meeting shall be held immediately upon adjournment

of each Annual membership Meeting and at the same place where such Annual Membership Meeting was held, provided that a quorum of Directors is present. If such quorum is not present, a Board Meeting shall be held as soon thereafter as is practicable, provided that notice thereof is given to each Director by not later than five (5) days prior thereto.

(b) Thereafter, a Board Meeting shall be held at least once in each calendar quarter on the first Thursday thereof, or on any other day which the Board of Directors selects, and at such time and place as it from time to time selects.

(c) Once the date, time and place of the regular Board Meetings are selected, a notice setting forth the schedule of such regular Board Meetings shall be sent to all persons whose names are listed on the roster maintained pursuant to the provisions of Section 7.1. (not less than once annually), such regular Board Meetings may thereafter be held without notice of such date, time and place (which may not be changed unless notice of such change is given to the Directors in the same manner as for a special Board Meeting).

(d) A special Board Meeting may be called by the President on not less than two (2) days' notice given in writing, in person or by telephone or wire to each Director, and must be called on the demand of two or more Directors.

(e) Notice of a regular or special Board Meeting need not be given to any Director who submits a waiver of such notice either before or after such Board Meeting. A Director's attendance at a Board Meeting shall be deemed a waiver by him of his right to be given notice thereof.

2.4.9. Quorum. At each Board Meeting, the presence in person of a Majority of the Directors shall constitute a quorum for the transaction of business, except as is otherwise expressly provided in these Bylaws or by applicable law. Each Director shall be entitled to cast one (1) vote upon each question which comes before the Board of Directors, and the decision of a Majority of the Directors present at a Board Meeting at which a quorum is present shall be the decision of the Board of Directors. If at any Board Meeting a quorum is not present, a Majority of the Directors who are present may adjourn the Board Meeting from time to time and, at any such adjourned Board Meeting at which a quorum is present, any business that might have been transacted at the Board Meeting as originally called may be transacted without further notice to any Director.

2.4.10. Unit Owners at Board Meetings.

(a) Each Unit Owner shall be entitled to attend any Board Meeting, but no Unit Owner shall have any right to vote upon any question coming before such Board Meeting, or (except as set forth in subsection 2.4.10.(b)) to be given notice of any Board Meeting or to participate in the Director's deliberations thereat.

(b) Each Unit Owner and Proxy Holder shall have the right to be heard on the question of the approval and adoption of the Council's budget at the Board Meeting at which such actions are to be taken. By not less than seven (7) but not more than forty-five (45) days before the date on which such Board Meeting is to be held, the Secretary shall give to each Unit Owner and each Proxy Holder a written notice to such effect, setting forth therein the intended purposes thereof, and the date, time and place thereof.

2.4.11. Powers and Duties of Board of Directors. All of the Council's business and affairs shall be managed, and all of its rights, powers and duties shall be exercised and performed on its behalf, by the Board of Directors and the Officers in accordance with the provisions of this Section and of Section 2.5.; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to alter or impair the operation and effect of any provision of the Condominium Act, the Corporations and Associations Article of the Code, other applicable law, the Declaration or these Bylaws pursuant to which the council's right to take any action is conditioned upon the Membership's having authorized or approved such action. Without limiting the generality of the foregoing provisions of this subsection, the Board of Directors shall have the right and power to cause the Council to take each of the following actions:

(a) Management of Common Elements. To operate, manage, maintain, renew, replace, repair and protect the Common Elements and all Council Property, and to establish and maintain such reserves therefor as the Board from time to time deems appropriate.

(b) Preparation of Budget. To prepare and adopt a budget of the estimated Common Expenses, Council Receipts, Common Profits and Assessments for the Council's next succeeding fiscal year, in accordance with the provisions of Article III, including, where the Board deems it appropriate, budget items for the addition to or the use of any reserve funds maintained by the Council;

(c) Assessments. To levy Assessments in accordance with the provisions of Article III;



(d) Expenditures. To authorize the use and expenditure of any or all Council Receipts (except for so much thereof as the Council resolves to deposit in a reserve fund for such purposes) for the operation, management, maintenance, renewal, replacement, repair and protection of Directors and by the Membership at a Membership Meeting, and further provided that unless such expenditures shall be necessary to correct conditions which could reasonably jeopardize any of the Condominium or the Council Property, or the health or safety of the occupants of any Unit, the Council may not make an expenditure which would require it to levy against the units for the current Assessment Year Annual Assessments which, in the aggregate, would exceed one hundred fifteen percent (115 %) of the aggregate amount of Annual Assessments set forth in the budget for such Assessment Year, unless such expenditure has been approved by the Board of Directors by an amendment to such budget adopted at a Membership Meeting called in accordance with the provisions of Section 2.3.;

(e) Selection of Manager. To employ or contract with one or more persons to manage the Condominium and/or the Council's affairs (each of which persons shall be subject to the control of the Board of Directors at all times); to fix the Manager's compensation (which shall be paid by the Council as part of the Common Expenses); and to determine the nature and extent of the Manager's powers and duties, subject to any limitation thereon set forth in the provisions of the Condominium Act, the Declaration or these Bylaws;

(f) Fidelity Bonds. To require the Manager and all Officers and employees of the Council who handle, or are responsible for, funds of the Council or funds in its possession or under its control, to furnish to the Council fidelity bonds, in form and amount, and with a corporate surety, which are satisfactory to the Board of Directors (the premiums on which may be paid by the Council as part of the Common Expenses);

(g) Taxes; Liens; Water and Sewer Rents. To pay all taxes and assessments levied or liens imposed against any of the Condominium or an Council Property; provided, that (i) any such tax or assessment levied separately against a particular Unit or otherwise chargeable under applicable law directly and separately to a particular Unit Owner shall be paid by such Unit Owner; (ii) any tax or assessment levied against each Unit in accordance with the provisions of section 8-207 of the Tax-Property Article of the Code may be paid by the Council as part of the Common Expenses; and (iii) any charge for water, gas, sewer service, electricity or any other utility services provided to the Common Elements or otherwise properly assessed, levied and charged to the Council or against the Condominium as a whole shall be paid by the Council as part of the Common Expenses;

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(h) Employees, Services and Materials. To employ and dismiss such clerks, workmen, janitors, watchmen and other personnel, and purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Directors are from time to time necessary for the proper operation and maintenance of the Common Elements and any Council Property;

(i) Collection of Delinquent Assessments. To collect by suit or otherwise any unpaid and delinquent Assessment, any interest accrued thereon and any expenses which the Council incurs in connection therewith (including, by way of example rather than of limitation, any filing fees, court costs or attorneys' fees);

(j) Professional Assistance. To employ or retain legal counsel, engineers and accountants and to determine the amount and terms of their compensation, whenever their professional assistance is deemed necessary by the Board of Directors for any purpose related to the Council's exercise of its rights and powers or performance of its duties;

(k) Operating Accounts. To cause such operating, escrow and other accounts to be established and maintained as the Board of Directors deems appropriate from time to time and as are consistent with good accounting practices;

(l) Audits and Books of Account. To (i) cause a complete audit of the Council's books and accounts to be made by a competent certified public accountant at the end of each fiscal year of the Council, and at any other time when the Board of Directors deems it necessary; (ii) prepare at the end of each fiscal year of the Council, and furnish to each Unit Owner, a report of the Council's business and affairs, showing its transactions and reflecting fully and accurately its financial condition; (iii) keep detailed books of account, in chronological order, of the Council Receipts and the Common Expenses, specifying therein the amount of the Common Expenses and the Common Profits and the portions thereof which are attributable to each Unit; and (iv) make available for examination and copying all books and records kept by the Council, including all insurance policies maintained by the Council, to any Unit Owner or Mortgagee and their respective duly authorized agents and attorneys, during normal business hours after reasonable notice to the Council.

(m) Rules and Regulations. To (i) constitute, for purposes of the provisions of section 11-111(a) of the Condominium Act (and the Board is hereby designated to be) "the body delegated in the bylaws of a condominium to carry out the responsibilities of the council of unit owners", (ii) make, promulgate and amend from time to time in accordance with the procedures and requirements of section 11-111 of the

Condominium Acts such reasonable Rules and Regulations relative to the operation, use and occupancy of the units, the Common Elements and other portions of the Condominium (including the assignment to each Unit of the exclusive right to the use of certain parking spaces on a uniform, reasonable and equitable basis), all as the Board of Directors deems appropriate, and such Rules and Regulations shall contain a certification that they have been adopted in accordance with the procedures and requirements of section 11-111 of the Condominium Act; (iii) enforce compliance with the Rules and Regulations by injunction or such other legal action or means as the Board of Directors deems appropriate; and (iv) provide a copy of such Rules and Regulations, as from time to time amended, to each Unit Owner promptly upon the adoption thereof;

(n) Insurance. To (i) procure and maintain insurance in accordance with the provisions of Section 4.3., and (ii) collect the proceeds of all such insurance, and apply them towards the cost of repair, restoration or replacement of any or all of the Condominium in accordance with the provisions of the Condominium Act, the Declaration and these Bylaws.

(o) Condemnation Proceedings. To exercise and perform on the Council's behalf its rights and duties as to the prosecution and defense of condemnation proceedings pursuant to the provisions of Article V;

(p) Lease or License of Common Elements. To lease or license the use of any of the Common Elements in a manner consistent with the rights of the Unit Owners under the Condominium Act, the Declaration or these Bylaws;

(q) Designation of Title Holder. To (i) designate a nominee to acquire title to any Unit purchased by the Council; (ii) designate, and enter into a trust agreement with, two or more Directors to act as trustees for the Council in holding title to such Unit; and/or (iii) authorize the President or any other Officer to execute, attest, enseal and acknowledge on the Council's behalf any and all mortgages, leases or other instruments, where necessary to accomplish any such purpose;

(r) Council Property. To cause the Council to acquire, by purchase or otherwise, and to own, use, improve, mortgage, sell, dispose of and otherwise deal with, any Council Property, wherever located, provided, that the Board of Directors shall obtain the approval by the Membership of any such action where such approval is required by the provisions of subsection 2.4.11(d);

(s) Additions and Improvements. Subject to the operation and effect of the provisions of the Declaration, to make such alterations, additions and

improvements to the Common Elements and any Council Property as it deems appropriate, and to require, before undertaking any such work, the consent, in writing, of each Unit Owner and first Mortgagee whose rights may, in the opinion of the Board of Directors, be prejudiced by such alteration, addition or improvement; provided, that the Board of Directors shall obtain the approval by the Membership of any alteration, addition or improvement where such approval is required by the provision of subsection 214(d)(i) and further provided, that when, in the opinion of the Board of Directors, any such alteration, addition or improvement is being made exclusively or substantially for the benefit of one or more, but less than all, Unit Owners, the cost thereof shall be charged to such Unit Owner(s) in such proportion as the Board of Directors determines to be fair and equitable, provided that each such Unit Owner has requested in writing that the same be made, and that before taking such action each such Unit Owner has consented, expressly and in writing, to be so assessed; and further provided, that in every other case the cost of any such alteration, addition or improvement shall be paid by the Council as part of the Common Expenses;

(t) Offices. To create one or more offices of assistant secretary, assistant treasurer or otherwise, in addition to the offices of the President, the Vice President, the Secretary and the Treasurer;

(u) Repair of Commons Systems. To cause the Council to repair any and all sanitary sewer, storm drain, drain, water, gas, electrical, telephone or other lines and facilities located within any Unit but serving another Unit exclusively and to charge the Unit Owner of the Unit served thereby for the reasonable cost thereof;

(v) Consents and Joinder. For purposes of the provisions of sections 11-107(d) and 11-115 of the Condominium Act, (i) to constitute (and the Board is hereby designated to be) "the authorized designee" of the Council, and (ii) (except where expressly prohibited from doing so by the provisions of the Declaration) to execute on the Council's behalf any amendment of the Declaration, to authorize any Unit Owner to remove all or part of any walls separating the Units or portions of them, and to grant any other consent or take any other action of a type referred to in the provisions of sections 11-107 and 11-115 of the Condominium Act, upon the terms and subject to the conditions set forth herein, and without the necessity of obtaining any consent thereto or joinder therein by the Membership, any one or more Unit Owners or any other person.

#### 2.4.12. Limitation of Directors' Liability.

(a) No Director in his capacity as such shall, except in the event of his/her own individual willful misconduct or gross negligence in the performance of

his/her duties, be liable (i) for any failure by the Council to obtain or pay for any service which is to be obtained hereunder or for any injury or damage to persons or property caused by the elements or any Unit Owner or other person, or resulting from the leakage or flow of electricity, gas, water, rain or dust from the outside of the Building, from any Unit, or from any pipe, drain, conduit, appliance, equipment or other place; (ii) to any Unit Owner or other person under any agreement, deed, lease, mortgage, other instrument or transaction entered into by him on behalf of the Council or the Unit Owners in the performance of his duties; (iii) in tort or otherwise, directly or indirectly, to any Unit Owner or any person by virtue of his good faith act or failure to act; or (iv) arising out of the use, misuse or condition of the Common Elements, or in any other way as a result or by virtue of his performance of his duties.

(b) Each Director, in his capacity as such, and his heirs and personal representatives shall be indemnified by the Council against all liability and expense (including, by way of example rather than of limitation, that of reasonable attorneys' fees) imposed upon or incurred by him in connection with any proceeding in which he is involved by reason of his being or having been a director, or in connection with any settlement thereof, and (with respect to such expense) whether or not he is a Director at the time such expense is incurred, except for any such liability imposed or expense incurred in connection with any such proceeding in which he is adjudged guilty of gross negligence or willful misconduct in the performance of his duties; provided, that the foregoing provisions of this subsection shall not apply to any such liability or expense assumed or incurred as the result of a settlement of such proceeding unless the Board of Directors (with such Director abstaining), acting upon the advice of its legal counsel, approves such settlement and reimbursement as being in the Council's best interests. Any amount paid by the Council pursuant to the foregoing provisions of this subsection shall be part of the Common Expenses. Nothing in the foregoing provisions of this subsection shall be deemed to alter or impair any right to indemnification to which such Director is entitled under applicable law, by authorization of the Membership or the Board of Directors or otherwise.

(c) Every agreement, deed, lease, mortgage or other instrument executed on the Council's behalf by any Director shall provide that he shall have no personal liability thereunder by virtue of such execution, and that any claim by any other party thereto arising hereunder shall be asserted against, and any liability thereunder shall be borne by, the Council. Any damages or expenses awarded against or incurred by the Council and arising out of such liability shall be paid by the Council as part of the Common Expenses.

2.4.13. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Council and the Condominium. No contract or other transaction between the Council and one or more of the Directors, or between the Council and any corporation or other entity (including the Developer) in which one or more Directors are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such Director is present at the meeting of the Board or any committee thereof which authorizes or approves such contract or transaction, or because his vote as a Director is counted for such purpose, provided that either (i) the fact of the common directorate or interest is disclosed to the Board, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or (ii) the fact of the common directorate or interest is disclosed or known to a majority of the disinterested Members, and they approve or ratify the contract or transaction in good faith by a vote sufficient for such purpose; or (iii) the contract or transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed. Subject to the foregoing, common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves or ratifies any such contract or transaction, and may vote thereafter to authorize any such contract or transaction with like force and effect as if he were not a common or interested Director.

2.4.14. Compensation of Directors. Each Director shall serve as such without compensation.

Section 2.5. Officers.

2.5.1. Designation: Qualifications of Officers.

(a) The Officers shall consist of the President, the Vice President, the Secretary, the Treasurer and (if the Board of Directors creates any office of assistant secretary or assistant treasurer, or any other office), each such Assistant Secretary, Assistant Treasurer or other Officer.

(b) Each Officer shall be (i) natural person; (ii) at least twenty-one (21) years old; and (iii) either (1) owner, or (2) an officer, director, employee or agent of a corporation, partnership, trust or other legal entity (other than a natural person) which, either alone or in combination with one or more other persons, is a Unit Owner, provided that the Secretary is given such proof of such natural person's status as officer, director, employee or agent of such entity as the Secretary reasonably requires.

(c) The President and the Secretary shall be selected from among the Directors. Any other Officer may but need not be a Director.

(d) One person may simultaneously be both the Secretary and the Treasurer, but no person may simultaneously hold any other two or more offices.

2.5.2 Election of Officers. The initial Officers shall be elected by the initial Director, and shall serve until the first Board Meeting following the first Annual Membership Meeting. Thereafter, the Officers shall be elected annually by the Board of Directors at the first Board Meeting following the Annual Membership meeting, and shall hold office until their successors are elected and qualify.

2.5.3 Powers and Duties of the President. The President shall (a) be the Chief executive officer of the Council and the chairman of the Board of Directors, and (b) have the general powers and duties which are usually vested in the office of president of a corporation organized and existing under the law of Maryland (including, by way of example rather than of limitation, the power to appoint such committees from among the Unit Owners as he from time to time deems appropriate, to assist in the conduct of the Council's affairs), and (c) have charge of the administration of the Condominium.

2.5.4 Powers and Duties of the Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President is absent or unable to act.

2.5.5. Powers and Duties of the Secretary. The Secretary shall (a) act as secretary of each Board Meeting and each Membership Meeting at which he/she is present, (b) record all Votes cast on question coming before each such meeting and the minutes thereof, setting forth each resolution adopted thereat, in a minute book to be kept for that purpose, (c) have charge of such minute book and of such records and papers of the Council as the Board of Directors directs, (d) have the general powers and duties which are usually vested in the office of secretary of a corporation organized and existing under the law of Maryland ( including, by way of example rather than of limitation, the duty to send notices of Membership Meetings and Board Meetings in accordance with the Bylaws) as well as such other duties as are prescribed by the Bylaws or by the Board of Directors or the President, and (e) keep at the Council's office the roster referred to in the provisions of Section 7.1, as well as copies of the Declaration, the Condominium Plat, the Bylaws and the Rules and Regulations, all as from time to time amended (all of which shall be available at such office for inspection by the Unit Owners and each Mortgagee during the Council's regular business hours).

2.5.6. Powers and Duties of the Treasurer. The Treasurer shall (a) have charge and custody of, and be responsible for, the Council's funds and securities; (b) deposit all of its monies, checks and other valuable effects in the name and to the credit of the Council in such depositories as are from time to time designated for such purpose by the Board of Directors; (c) disburse the Council's funds as from time to time ordered by the Board of Directors or the President, making proper vouchers for such disbursements; (d) keep full, complete and accurate accounts and records of the Council's financial transactions (which accounts and records shall (i) include, by way of example rather than of limitation, chronological listings of all Council Receipts, all Common Expenses, the amount of each Assessment levied against each Unit, and the amounts thereof paid and unpaid; (ii) specify and itemize the Common Expenses relating to the Common Elements and any other Common Expenses; (iii) be kept at the Council's office; and (iv) be available there for inspection by each Unit Owner prospective Unit Owner or Mortgagee during the Council's regular business hours; (e) submit to the board of directors and the Membership such reports thereof as the Declaration, the Bylaws, applicable law or the Board of Directors from time to time require; and (f) have the general powers and duties which are usually vested in the office of treasurer of a corporation organized and existing under the law of Maryland. The Treasurer shall be present at each Annual Membership Meeting after the first Annual Membership Meeting a statement (prepared and certified by an independent certified public accountant) of the Common Expenses and the Common Profits, the allocation thereof to each Unit Owner, and any changes expected therein for the Council's next succeeding fiscal year. Such statement shall be delivered to each Unit Owner by not less than five (5) days before such Annual Membership Meeting.

2.5.7. Compensation of Officers. The Officers shall serve as such without compensation therefor unless such compensation is expressly authorized by the Membership. Any such compensation shall be paid by the Council as part of the Common Expenses. Each Officer shall be reimbursed by the Council for all expenses reasonably incurred by him in discharging his duties.

2.5.8. Resignation and Removal of Officers. Any Officer may resign his office at any time by giving written notice there of to the Board of Directors. Unless such resignation indicates an earlier date therefor, it shall become effective at the next succeeding Board Meeting. Any officer may be removed from office at any time by resolution of the Board of Directors. Any Director who is removed from his position as such is then an Officer shall be deemed thereby have been removed from such office.

2.5.9. Filling Vacancies in Offices. If any office becomes vacant because of an Officer's death, resignation, retirement, disqualification, removal from office or



other wise, the Directors shall elect his successor as a Board Meeting duly called for such purpose.

2.5.10. Execution of Instruments No agreement, contract, check, deed, lease, mortgage or other instrument shall be binding upon the Council unless signed by two Officers, except to the extent that the power to bind the Council is otherwise delegated to the Manager or any other person by the Board of Directors.

2.5.11. Limitation of Officers' Liability. The limitations of liability and the exceptions thereto set forth in subsections 2.4.12 with respect to Directors shall be equally applicable to Officers.

#### Section 2.6. Resident Agent.

2.6.1. Identity and Authority. The name and post office address of the resident agent of the Condominium and the Council in Maryland are Alvin C. Monshower, Jr., Esq., 10440 Little Patuxent Parkway, Columbia, Maryland 21044. Such resident agent (a) is authorized to accept on behalf of the Council service of process in any action relating to two or more Units, the Common Elements, the Council, the Unit Owners as a class, or the Membership, and (b) shall serve until his successor is designated by the Board of Directors through the filing with the State Department of Assessments and Taxation of Maryland of a certified copy of the resolutions of the Board of Directors which designates such successor in accordance with the provisions of the Corporations and Associations Article of the Code.

2.6.2. Registration. Following the first Annual Membership Meeting, the Board of Directors shall register the Council with the State Department of Assessments and Taxation of Maryland and shall update the information provided to such Department on April 15 of the following year and each year thereafter, all in accordance with the provisions of section 11-119(d) of the Condominium Act.

#### Section 2.7. Fiscal Year.

2.7.1. First Fiscal Year. The Council's first fiscal year shall begin on the date of the recordation of the Declaration among the Land Records and the date of the filing of the Council's articles of incorporation with the State Department of Assessments and Taxation of Maryland, and shall end on the thirty-first (31<sup>st</sup>) day of December next succeeding such date.

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2.7.2. Subsequent Fiscal Years. Each of the council's subsequent fiscal years shall begin on the first (1<sup>st</sup>) day of January of each succeeding calendar year after the calendar year referred to in the provisions of subsection 2.7.1, and shall end on the thirty-first (31<sup>st</sup>) day of December of the calendar year during which such fiscal year begins, as aforesaid.

Section 2.8. Principal Office.

The Council's principal office shall be located at, and its mailing address shall be, c/o Leslie H. Rock, 365 Main Street, Reisterstown, Maryland 21136, or such other place as is permitted by law and designated for such purpose from time to time by the Board of Directors.

ARTICLE III. ASSESSMENTS.

Section 3.1 Procedure for Levying Assessments.

Any determination by the Council to Levy Assessments pursuant to the provisions of the Condominium Act and the Declaration, and/or of the respective amounts thereof, shall (subject to the operation and effect of such provisions) be made in the following manner:

3.1.1. Classes of Assessments.

(a) The Assessments shall consist of general Assessments (each of which is hereinafter referred to as a "General Assessment"), special Assessments (each of which is hereinafter referred to as a "Special Assessment"), and Assessments for the maintenance of those Limited Common Elements for which Limited Assessments are to be levied under the provisions of subsection 5.5 of the Declaration (each of which is hereinafter referred to as a "Limited Assessment").

(b) (i) The proceeds of the General Assessments may be used by the Council to defray any Common Expenses (except that the Council shall be entitled to use the proceeds of General Assessments to defray any Common Expenses for which Special Assessments or Limited Assessments have been levied, if and only if to the extent that any Unit Owner has failed to pay such Special Assessment or Limited Assessment when payment of such expenses is due from the Council, in which event the proceeds of such delinquent Assessment, when paid to the Council, shall be added to the Councils general fund to replace the proceeds of the General Assessments so spent).

(ii) The proceeds of any Special Assessments shall be used to defray any Common Expenses incurred by the Council either in the construction, reconstruction, repair or replacement of any of the Common Elements or any Council Property, or any other Common Expense of an extraordinary nature amount.

(iii) The Council may, in its sole discretion, periodically levy a Limited Assessment covering all of the expenses incurred by the Council from time to time in maintaining the Limited Common Elements referred to in the provisions of subsection 3.3.2(c) of the Declaration against the Unit Owner(s) to which the right to the use of such Limited Common Elements is reserved and restricted by the provisions of the Declaration. The proceeds of such Limited Assessments shall be (1) deposited by the Council in a bank account utilized solely for the deposit of the proceeds of Limited Assessments, and (2) disbursed from such account from time to time by the Council in payment of such expenses.

3.1.2. Period of Assessments. Each Assessment other than a Limited Assessment shall be levied for one of those periods (each of which is hereinafter referred to as an "Assessment Year") which are co-extensive with the Council's fiscal years. No more than one General Assessment shall be levied against a Unit for any Assessment Year.

3.1.3. Allocation of Assessments Among Units. Except as is otherwise provided in this Section 3.1., (a) the respective amounts of any General Assessments of Special Assessments levied for an Assessment Year shall be computed in accordance with the respective percentage interests in the Common Expenses and Common Profits of the Units, and (b) no Assessment of one class may be levied for an Assessment Year against one Unit unless an Assessment of such class is at the same time levied for such Assessment Year against each Unit.

3.1.4. Adoption by Board of Directors; Notice of Assessment; When Assessments Due and Payable.

(a) By no later than the sixtieth (60<sup>th</sup>) day before each Assessment Year commences, the Board of Directors shall adopt a budget for the Council for such Assessment Year, which shall set forth for such Assessment Year (1) the aggregate amount of the General Assessments to be levied, and (ii) the respective amount of the General Assessment to be levied against each Unit. At least thirty (30) days before adoption of the proposed budget to each Unit Owner at its Notice Address. By no later than the forty-fifth (45<sup>th</sup>) day before such commencement, the Council shall provide a copy of such budget to each Unit Owner at its Notice Address.

(b) If the Council so permits, any Assessment may be paid to the Council monthly or other installments in accordance with a schedule determined by the Council.

(c) Such General Assessments (or the initial installment thereof, if payable in installments) shall be due on the first (1<sup>st</sup>) day of such Assessment Year without the necessity of further action by the Council (and any subsequent installments there of shall be due on the respective dates set forth in such schedule).

(d) Any Special Assessment (or the initial installment thereof, if payable in installments) shall be due on the later of (i) the fifteenth (15<sup>th</sup>) day after the date on which it is levied, or (ii) any later date specified therefor by the Council (and any subsequent installments thereof shall be due on the respective due dates set forth in such schedule).

(e) Any Limited Assessment (or the initial installment thereof, if payable in installments) shall be due on the later of (i) the fifteenth (15<sup>th</sup>) day after the date on which it is levied, or (ii) any later date specified therefor by the Council (and any subsequent installments there of shall be due on the respective due dates set forth in such schedule).

Section 3.2. Personal Liability of Unit Owners.

3.2.1. When Liable.

(a) Each Unit Owner shall be personally liable for payment of each Assessment (or each installment thereof, if payable in installments) becoming due with respect to a Unit either (i) while he is its Unit Owner, or (ii) before he becomes its Unit Owner if a statement of lien for such Assessment is recorded among the Land Records before he becomes its Unit Owner, pursuant to the provisions of section 11-110 of the Condominium Act and section 14-204 of the Contract Lien Act.

(b) A Unit Owner may not avoid such liability by (i) waiving and right to the use of the Common Elements or other wise which he/she holds under the provisions of the Condominium Act, the Declaration, these Bylaws or otherwise, (ii) abandoning or otherwise terminating his/her use of such Unit, or (iii) conveying the title to such Unit after such Assessment becomes due.

(c) Nothing in the foregoing provisions of this Section shall be deemed in any way to alter or impair any right which any Unit Owner may have against

any prior Unit Owner of his/her Unit to recover any amount which such Unit Owner may pay on account of such liability.

3.2.2. When Not Liable. A Unit Owner shall not be personally liable for payment of any Assessment or installment thereof which becomes due with respect to a Unit, other than as set forth in the foregoing provisions of this section.

Section 3.3. Assessment Lien; Priority.

3.3.1. Notice of Intent to Create a Lien. At any given time within two (2) years after an Assessment is levied against a Unit and before it is paid in full to the Council, the Council may give notice to the Unit Owner thereof (by certified mail, return receipt requested) of the Council's intent to create a lien against such Unit (hereinafter referred to as a "Notice of Lien"). The form of the Notice of Lien shall be determined by the Council in the exercise of its sole discretion, provided that the Notice of Lien complies with the requirements of section 14-203 of the Contract of Lien Act.

3.3.2. Statement of Lien. The Council may execute and record among Land Records, in accordance with the provisions of section 11-110 of the Condominium Act and the provisions of section 14-204 of the Contract Lien Act, a statement of lien for such Assessment (or any installment thereof, if payable in installments and if the Council elects to make such statement of lien applicable to such installment rather than to such Assessment in full), (a) within one hundred twenty (120) days after giving the Notice of Lien, if the Unit Owner fails to file a complaint in the Circuit Court of Howard County in accordance with the provisions of section 14-203 of the Contract Lien Act within thirty (30) days after the Council gives the Notice of Lien, or (b) within thirty (30) days after the Circuit Court of Howard County orders the imposition of a lien pursuant to such provisions. The form of any such statement of lien shall be determined by the Council in the exercise and recorded among Land Records, it constitutes a "statement of lien" for purposes of the provisions of section 14-203 of the Contract Lien Act.

3.3.3. Effectiveness of Assessment Lien. Each Assessment (or each installment thereof, if payable in installments) levied against a Unit shall constitute a lien (hereinafter referred to as an "Assessment Lien") upon the title to such Unit, from the time when a statement of lien for such Assessment or installment is recorded among the Land records pursuant to the provisions of section 11-110 of the Condominium Act, the provisions of section 14-203 of the Contract Lien Act and the provisions of subsection 3.3.1, until each such Assessment or installment is paid.

3.3.4. Priority of Assessment Lien. An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Unit against which such Assessment is levied, if and only if such Mortgage is recorded among the Land Records before the recordation thereamong of a statement of condominium lien creating such Assessment Lien.

3.3.5. Enforcement of Assessment Lien.

(a) An Assessment Lien may be enforced and foreclosed by the Council in the same manner and subject to the same requirements as are specified by the laws of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and covering real property situate and lying in Howard County.

(b) (i) The Council shall be entitled (A) to protect the Council's right to collect any unpaid Assessment by purchasing the Unit against which it is levied, at any judicial or other sale involving the enforcement of any Assessment Lien or other lien against the Unit, provided that such action is authorized by the Membership; (B) to hold, lease, sublet, sell, convey and mortgage any such Unit so purchased; and (C) if authorized by the Board of Directors, to borrow any or all of the purchase money therefor.

(ii) The payment of the purchase price for such Unit and of any interests charged for any such purchase money so borrowed shall be a Common Expense, and any income from any resale, mortgage or lease of such Unit shall be part of the Council Receipts.

Section 3.4. Interest on Unpaid Assessment.

Each Assessment (or each installment thereof, if payable in installments) shall bear interest on the unpaid balance thereof from the thirtieth (30<sup>th</sup>) day after the date on which it first becomes due, until paid, at the lesser of (a) four (4) percentage points above the fluctuating prime rate of interest per annum declared from time to time by Maryland National Bank or its successors while such Assessment remains or (b) the highest rate of interest from time to time permitted by applicable law to be charged with respect to the same. In addition, the Council may impose a late charge for each such Assessment not paid within such period, in accordance with the provisions of the Condominium Act.

Section 3.5. Recovery of Unpaid Assessments.

3.5.1. Right of Action. The Council shall be entitled to recover in an action at law or in equity, from any person who is liable for payment of any or all of an Assessment, both (a) a money judgement for such Assessment (including, by way of example rather than of limitation, the amount of any deficiency which results from any foreclosure of the assessment Lien therefor), without waiving such Assessment Lien, and (b) any and all interest accrued thereon through the date of such recovery, and costs incurred by the Council in obtaining such recovery (including, by way of example rather than of limitation, that reasonable attorneys' fees).

3.5.2. Limitation on Action. Anything contained in the forgoing provisions of this Section to the contrary notwithstanding, no such action or proceeding may be brought to foreclose such Assessment, unless it is brought by the third (3<sup>rd</sup>) anniversary of the date on which a statement of lien is recorded among the said Land Records in accordance with the provisions of subsection 3.3.2.

3.6. Certificate as to Payment.

The Council shall, upon written request at any time by any person who is liable for payment of any Assessment or installment thereof, or who holds any interest in a Unit against which an Assessment has been levied, deliver to such person a certificate signed by an Officer, setting forth whether such Assessment or installment has been paid. Any such certificate so delivered shall be conclusive evidence of payment of each Assessment or installment therein stated to have been paid.

ARTICLE IV. INSURANCE; DAMAGE TO AND  
DESTRUCTION OF THE CONDOMINIUM..

Section 4.1. Insurance Maintained by Council.

4.1.1. Duty to Procure and Maintain. The Council shall procure and maintain, to the extent available, insurance coverage of the types listed in the provisions of Section 4.3 hereof, upon the Condominium (including all of the Units and the Common Elements), all personal property located within the Common Elements, and all Council Property, and shall pay the premiums therefor as Common Expenses.

4.1.2. Insureds. The policies of such insurance shall name as insureds thereunder the Council (both for itself and as trustee for the Unit Owners), each Unit

Owner and each Mortgagee, as their interests may appear.

4.1.3. Insurers. Such insurance shall be purchased from one or more recognized insurance companies duly licensed to operate and do business in Maryland.

4.1.4. Exclusions from Coverage. Nothing in the foregoing provisions of this Section shall be deemed in any way to impose upon the Council any obligation to procure or maintain any insurance upon the person or personal property of any Unit Owner or any Lessee or other occupant of any Unit. Any Unit Owner who desires to obtain any such insurance shall do so at its own initiative and expense, and in accordance with the provisions of Section 4.4.

4.1.5. Review. The Board of Directors shall review the Councils insurance requirements and limits thereof once during each fiscal year.

#### Section 4.2. Master Policies of Insurance.

The Council shall obtain master policies of insurance, which shall provide for the proceeds thereunder to be paid to and be held by the Council for disposition in accordance with the provisions of these Bylaws. Under such master policies, certificates of insurance shall be issued which indicate on their face that they are a part of such master policies, and that such master policies cover each Unit and the Common Elements. A certificate of insurance with proper mortgagee endorsements to such policy shall be issued to the Council, each Unit Owner, and each Mortgagee. Such certificate shall show the relative amount of insurance covering each Unit and the undivided percentage by such Unit Owner, and shall provide that any improvements made to a Unit by any Unit Owner shall not affect the valuation of other improvements forming part of the Condominium for purposes of such insurance. Such master policies and certificates shall, to the extent obtainable by the Council using its best efforts, contain those provisions which are required by the Act, including, by way of example rather than of limitation, provisions (a) that the insurer waives its right to subrogation as to any claim against the Council, any Officer, Director, agent or employee of the Council, each Unit Owner their respective servants, agents and guests, and to any defense based on invalidity arising from the acts of the insured, (b) that the insurer shall not be entitled to contribution from the issuer of any insurance purchased by any Unit in accordance with the provisions of Section 4.4., (c) that an act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Council, will not void the policy and is not a condition to recovery under the policy, and (d) that each Unit Owner is an insured person under such policy with respect to liability arising out of an undivided percentage interest in the Common Elements or membership in the Council. The originals of such master policies



shall be deposited with the Council and a memorandum thereof shall be deposited with each first Mortgagee who requests it. The Council shall pay the premiums for such insurance by not later than thirty (30) days before the term of each such policy expires, and shall notify each Mortgagee who requests such notification of such payment within ten (10) days after having made the same.

Section 4.3. Types of Insurance.

The types of insurance coverage which the Council shall procure and maintain pursuant to the provisions of Section 4.1. are as follows:

4.3.1. Casualty or Physical Damage Insurance. Casualty or physical damage insurance in an amount equalling one hundred percent (100%) of the full replacement value of all insurable improvements within the Condominium (including, by way of example rather than of limitation, those within each Unit) and all Council Property, as such value is determined annually by the Board of Directors with the assistance of the issuer of such insurance; provided, that at the option of the Board of Directors such policy or policies may contain a "deductible" provision in an amount determined by the Board of Directors, but not exceeding \$5,000 (in which event, the Unit Owner of any Unit damaged by a casualty covered by such insurance shall bear the initial portion of the loss thereby sustained, equalling such "deductible" amount).

(a) Such coverage shall afford protection against (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of Assessments made with respect to damaged Units during the period of reconstruction; and (ii) such other risks as from time to time customarily are covered for improvements similar in construction, location and use as those to be insured under the foregoing provisions of this subsection (including, by way of example rather than of limitation, the risks of vandalism, malicious mischief, windstorm and, at the election of the Board of Directors, flood) or as the Board of Directors from time to time believes to warrant insurance.

(b) The policies affording such coverage shall provide that, notwithstanding any provisions thereof which permit the carrier to elect to restore damage in lieu of making a cash settlement, such right shall not be exercisable without the approval of the Board of Directors, or, where such restoration would not be permitted under the provisions of the Declaration or of the Condominium Act, without the approval of those Unit Owners whose approval thereof is required by such provisions.

(c) The policies affording such coverage shall provide that, notwithstanding any provisions thereof which permit the carrier to elect to restore damage in lieu of making a cash settlement, such right shall not be exercisable without the approval of the Board of Directors, or, where such restoration would not be permitted under the provisions of the Declaration or of the Condominium Act, without the approval of those Unit Owners whose approval thereof is required by such provisions.

4.3.2. Public Liability Insurance. Public liability insurance, insuring the Council, each Officer, Director, employee or agent thereof, each Unit Owner and the Manager against liability for bodily injury, death or property damage arising out of the use of the Common Elements by any person or out of any of their activities on behalf of the Council. Such insurance shall have limits of coverage in respect of bodily injury or death of not less than One Million Dollars (\$1,000,000) for any one person and of not less than Two Million Dollars (\$2,000,000) for any one occurrence, and in respect of property damage of not less than One Hundred Thousand Dollars (\$100,000) for any one occurrence, and may have such higher limits of coverage, and may be in such form, as is from time to time determined by the Board of Directors. Such insurance shall include coverage of claims of one insured against another insured.

4.3.3. Workman's Compensation Insurance. Workman's compensation insurance affording at least such coverage of the Council and its Directors, Officers, employees and agents as is required by applicable law.

4.3.4. Fidelity Insurance. Fidelity insurance covering the Manager and those Officers, Directors, employees and agents of the Council who handle Council Receipts or Council Property, upon such terms and in such amounts as are from time to time determined by the Board of Directors.

4.3.5. Officers' and Directors' Liability Insurance. Officers' and Directors' liability insurance upon such terms and in such amounts as are from time to time determined by the Board of Directors, with a legal expense indemnity endorsement or its equivalent according protection for the Officers and Directors for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such Officer or Director is made a party by reason of their services as such.

4.3.6. Other Insurance. Such other coverage as the Board of Directors may deem advisable, or as is required by the provisions of the Condominium Act.

Section 4.4. Insurance Maintained by Unit Owners.

4.4.1. Coverage. Each Unit Owner may obtain insurance at his own expense affording coverage against (a) damage to or destruction of his Unit or any of his personal property located anywhere on the land or in the improvements constituting the Condominium, and (b) personal liability incurred by such Unit Owner and arising out of the use of his Unit by any person, but each policy which affords such coverage shall contain (as to the Council) the same waiver of subrogation by the insurer as that referred to in the provisions of Section 4.2., and either shall provide that the insurer has no right of contribution against any casualty insurance affording coverage against such risk held by the Council pursuant to the provisions of this Article (notwithstanding that such Unit Owner may be an insured thereunder) or shall be written by the same carrier as that of such insurance held by the Council.

4.4.2. Copy of Policy to be Filed with Council. A copy of each such policy shall be filed with the Council by such Unit Owner within ten (10) days after his purchase thereof.

4.4.3. Relationship to Insurance Held by Council. If a loss is sustained and the amount of the proceeds which would otherwise be payable under any policy of insurance then held by the Council pursuant to the provisions of Section 4.3. is reduced because of proration of, or right of contribution from, any insurance against the same risk held by any Unit Owner under the provisions of this Section, such Unit Owner shall assign to the Council any proceeds of his insurance which are payable on account of such loss, to the extent of the amount of such reduction, and the amount so assigned shall be distributed by the Council in the same manner as that prescribed by these Bylaws for distribution of the proceeds payable under the said policy held by the Council, as aforesaid.

Section 4.5. Proceeds of Insurance.

4.5.1. Receipt and Distribution of Proceeds. The Council shall receive any proceeds payable under any policy of insurance held by it pursuant to the provisions of this Article, and shall hold and distribute them in trust for the purposes set forth in these Bylaws, for the benefit of the Unit Owners, their respective insured Mortgagees, the Council and any other insured thereunder. The Council shall not make any distribution of any such proceeds directly to a Unit Owner where a mortgagee endorsement is noted on the certificate of insurance covering his Unit, but shall make any such distribution only to such Unit Owner and his Mortgagee jointly.

4.5.2. Adjustment of Losses. Each Unit Owner shall be deemed to have delegated to the Council his right to adjust with the insurer all losses payable under policies purchased by the Council.

4.5.3. Repair or Reconstruction After a Casualty.

(a) Except as is otherwise provided by the Condominium Act, the Declaration or these Bylaws, if any of the improvements to be insured by the Council pursuant to the provisions of subsection 4.3.1. are damaged or destroyed, they shall be fully and promptly repaired and restored by the Council using any proceeds of insurance which are payable on account thereof and are held by the Council or any insurance trustee, and the Unit Owners shall be liable to the Council for the amount by which the cost thereof exceeds the amount of such proceeds and for the amount of the deductible, if any, contained in such policy or policies pursuant to the provisions of paragraph 4.3.1., in proportion to their respective undivided percentage interests in the Common Elements, except to the extent that such excess is declared a Common Expense by the Council.

(b) Subject to the operation and effect of the provisions of subsection 4.4.3., if as a result of any such damage or destruction any Unit Owner is paid any proceeds under any policy of insurance held by him pursuant to the provisions of Section 4.4., he may apply such proceeds in payment of the share of any such excess for which he is liable, and/or of any Assessment levied against his Unit as a result of any such declaration by the Council.

(c) The Council shall (except as is provided in subsection 4.6.2.) be responsible for restoring such improvements to and only to substantially the same condition as they were in immediately before they were damaged or destroyed. If, as a result of such repair or reconstruction, any change is made in the location of the improvements within any Unit or the Common Elements, the Council shall record among the Land Records an amendment to the Condominium Plat which relocates the boundaries of such Unit or the Common Elements so as to conform to the location of such improvements as so changed, and shall hold a power of attorney from each Unit Owner and Mortgagee for such purpose.

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

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

(a) If the amount of the estimated cost of reconstruction and repair of the damaged or destroyed portion of the Condominium is less than One Hundred Thousand Dollars (\$100,000), such construction fund shall be disbursed by the Council in payment of such cost upon authorization by the Board of Directors; provided, that at the written request of any Mortgagee which is a beneficiary of any such fund, such fund shall be disbursed in the manner set forth in the provisions of paragraph (b) of this subsection.

(b) If such amount is not less than One Hundred Thousand Dollars (\$100,000), such construction fund shall be disbursed in payment of such cost upon the approval of such disbursement by an architect licensed to practice in Maryland and employed by the Council to supervise such reconstruction and repair, from time to time as such reconstruction and repair progress. Such architect shall be required to furnish to the Council a certificate giving a brief description of the services and materials supplied by each contractor, subcontractor, materialman, architect or other person who has rendered services or furnished materials in connection with such reconstruction and repair, and stating (1) that the same requested by each such person in payment therefor is justly due and owing, and does not exceed the value of the services and materials furnished; (2) that there is, to the best of such architect's knowledge, information and belief, no other outstanding debt incurred for such services and materials as so described; and (3) that the cost, as reasonably estimated by such architect, for so much of such repair and reconstruction as remains to be done after the date of such certificate does not exceed the amount which will remain in such construction fund after the payment therefrom of the sum so requested.

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

#### Section 4.6. Substantial or Total Destruction.

4.6.1. Grounds for not Reconstructing. Any portion of the Condominium which is damaged or destroyed shall be repaired and reconstructed unless (a) the

Condominium is terminated pursuant to the provisions of the Condominium Act, the Declaration, and these Bylaws, (b) the reconstruction and repair of such portion in accordance with the provisions of subsection 4.5.3. would be illegal under any applicable Maryland or local health or safety statute or ordinance, or (c) at least eighty percent (80%) of the Unit Owners (including every Unit Owner of a Unit which would not be reconstructed) vote at a Membership Meeting not to reconstruct such portion.

4.6.2. Distribution of Proceeds. If, pursuant to the provisions of subsection 4.6.1., any of such damage or destruction is not to be repaired or reconstructed, the net proceeds of any insurance which are payable to the Council as a result of such damage or destruction shall be held in one fund, which shall be used or distributed by the Council as follows:

(a) the net proceeds attributable to damaged Common Elements shall be used to restore such damaged Common Elements to a condition compatible with the remainder of the Condominium;

(b) the net proceeds attributable to Units and Limited Common Elements which are not to be rebuilt shall be distributed to the Unit Owners of such Units in accordance with the provisions of the Condominium Act or, if there are no such provisions governing the same, in accordance with the provisions of subsection 4.6.2.(c); and

(c) the remainder of such net proceeds shall be distributed to all of the Unit Owners in proportion to their respective undivided percentage interests in the Common Elements, after first applying each Unit Owner's share to the payment of any unpaid amount for which a lien then exists upon its Unit, in the order of priority of such liens.

#### Section 4.7. Improvements Made by Unit Owner.

4.7.1. Notice to Council. Each Unit Owner shall, promptly upon its completion thereof, notify the Council of any improvements made to its Unit after the construction of the Building if their value exceeds Five Thousand Dollars (\$5,000), and shall be liable to the Council for any increase in the premium for any policy of insurance held by its pursuant to the provisions of subsection 4.3.1. resulting from the making of such improvements.

4.7.2. Failure to Notify and Pay Additional Premium. Unless such Unit Owner has notified the Council of any such improvements in accordance with the

foregoing provisions of this Section, and has paid to the Council the amount of any such increase in the premium for any such policy of insurance held by it, as aforesaid, after the Council has made written demand therefor of such Unit Owner (if such demand is made before such damage or destruction occurs), such Unit Owner shall be entitled neither (a) to receive, on account of any damage to or destruction of such improvements, any distribution of any proceeds payable under any such policy held by the Council, nor (b) to have such improvements repaired or restored by the Council pursuant to the provisions of subsection 4.5.3.

#### Section 4.8. Conflicts.

Except to the extent otherwise required by the Condominium Act, the provisions of this Article IV shall govern in lieu of any provisions of the Condominium Act concerning maintenance of insurance, restoration and repair, and the use of insurance proceeds.

### ARTICLE V. CONDEMNATION.

#### Section 5.1. Condemnation Proceedings.

5.1.1. Council's Right to Prosecute and Defend. The Council shall be entitled to prosecute and defend all proceedings with respect to the Condemnation of any or all of the Common Elements or any Council Property, but shall not settle or compromise any claim made in any such proceeding without the approval of Unit Owners having a Majority of the outstanding votes.

5.1.2. Notice to Unit Owners. The Council shall notify each Unit Owner of any such proceeding, and each Unit Owner shall be entitled to participate therein on his behalf.

#### Section 5.2. Repair and Reconstruction.

Subject to the operation and effect of the provisions of Section 5.3., if there is a Condemnation of part of the Condominium the Council shall arrange for and supervise the prompt repair and restoration of the remainder of the Condominium in the same manner as that set forth in the provisions of Article IV in the case of damage by fire or other casualty, and the provisions of Article IV shall apply to the repair and restoration of the Condominium in the same manner as if it had been so damaged. The award made for the Condemnation shall be payable to the Council and shall be held and disbursed in the same manner as the proceeds of insurance received by the Council are required by the

provisions of Article IV to be held and disbursed by the Council upon the occurrence of any such casualty.

Section 5.3. Substantial or Total Condemnation.

5.3.1. Right of Partition. Unless otherwise required by the provisions of the Condominium Act, if (i) (a) more than two-thirds (2/3) in number, but fewer than all, of the Units are rendered untenable by a Condemnation, and (b) more than two-thirds (2/3) of the Unit Owners fail to vote in favor of the alteration and reconstruction thereof at a Membership Meeting called for such purpose for a date within sixty (60) days after the date of such Condemnation, or (ii) (a) all of the Units are rendered untenable by a Condemnation, and (b) more than two-thirds (2/3) of the Unit Owners fail to vote in favor of the alteration and reconstruction thereof as aforesaid, then, with the written approval of one or more Mortgagees having first Mortgages on at least two-thirds (2/3) of all those Units which are then encumbered by a Mortgage, the Condominium shall be subject to an action for partition at the suit of any Unit Owner or Mortgagee, as if the Condominium were owned by the Unit Owners as tenants in common.

5.3.2. Distribution of Proceeds. Upon the completion of any such partition and of any sale of the Condominium made pursuant thereto, the net proceeds of such sale, together with the total award for such Condemnation, shall be held by the Council on one fund, which shall be distributed by the Council among all of the Unit Owners in proportion to their respective undivided percentage interests in the Common Elements, after first applying the share of each Unit Owner to the payment of any unpaid amount for which a lien then exists upon his Unit, in the order of priority of such liens.

Section 5.4. Effect of Condemnation on Percentage Interests.

5.4.1. Adjustment of Percentage Interests. If there is a Condemnation of any or all of the Condominium and if, as a result of such Condemnation, any or all of any Unit so taken is no longer subject to the operation and effect of the Declaration, the Condominium Plat and these Bylaws, and if the Condominium is not partitioned pursuant to the provisions of subsection 5.3.1., then the respective undivided percentage interests in the Common Elements and percentage interests in the Common Expenses and Common Profits of all Units or portions thereof which were not so taken shall be adjusted as of the date of such Condemnation in the following manner:

(a) If such Condemnation is of all of one or more Units, the respective undivided percentage interests in the Common Elements and percentage interests in the Common Expenses and Common Profits of such Units shall be reallocated among



all of the other Units, in that proportion which, immediately before such Condemnation, the respective such percentage interests of each of the other Units bears to the aggregate of the respective percentage interests of all of the other Units.

(b) If such Condemnation is of part, but not all, of one or more units, (i) the percentage interests of each such Unit shall be reduced to a percentage which bears the same ratio to the percentage interest of such Unit immediately before such Condemnation as the ratio which the floor area of the Unit immediately after such Condemnation bears to the floor area of the Unit as shown on the Condominium Plat, immediately before such Condemnation, and (ii) the aggregate of such reduction in the percentage interests of all such Units shall be reallocated among all of the Units remaining after such Condemnation (including each Unit with respect to which such reduction is made) in proportion to the respective percentage interests of such Units immediately before such Condemnation, except that in the case of each Unit with respect to which such reduction is made, the percentage interests used in such computation shall be the percentage interests of such Unit as so reduced.

5.4.2. Amendment of the Declaration. Promptly after any Condemnation as a result of which any adjustment of the respective undivided percentage interests in the Common Elements or percentage interests in the Common Expenses and Common Profits is made pursuant to the foregoing provisions of this Section, a amendment of the Declaration setting forth such adjustment shall be executed and acknowledged by each Unit Owner and Mortgagee, and recorded among the Land Records by the Council. The Council shall hold a power of attorney from each Unit Owner and Mortgagee for such purpose.

## ARTICLE VI. ARCHITECTURAL COMMITTEE AND CONTROL; USE AND MAINTENANCE OF UNITS

### Section 6.1. Architectural Committee.

6.1.1. Composition. The Board of Directors shall from time to time designate three or more individuals to constitute a committee to be known as "the Architectural Committee," which shall have the powers and duties conferred upon it by the provisions of this Article.

6.1.2. Voting. The affirmative vote of a Majority of the membership of the Architectural Committee shall be required for it to (a) recommend to the Board of Directors the adoption or promulgation of any of the Rules and Regulations which are hereinafter in this Article referred to; (b) make any finding, determination, ruling or order;

or (c) issue any permit, authorization or approval pursuant to the provisions of this Section.

6.1.3. Finality. Unless such decision is reversed or modified by the Board of Directors upon the written application of any Unit Owner made to the Board of Directors within ten (10) days after the date on which the Architectural Committee makes a decision on any matter referred to in the provisions of paragraphs (b) and (c) of the preceding subsection, such decision shall be final.

Section 6.2. Architectural Control.

6.2.1. Approval by Architectural Committee. No Structure may be commenced, constructed, erected, placed, maintained or permitted to remain within a Unit, and no Structure existing within a Unit may be altered in any way (including (a) exterior painting, but excluding (b) interior painting or other interior non-structural modifications) unless prior thereto plans and specifications therefor (herein referred to collectively as "Plans"), have been submitted to and approved in writing by the Architectural Committee.

6.2.2. Plans. Such Plans shall (a) designate by reference to the Condominium Plat each Unit for which such Plans are submitted; (b) include a plan for each Unit showing the nature, exterior color scheme, kind, shape, height, materials and location (with respect both to each such Unit and to Structures located upon or within adjoining portions of the Condominium) of all Structures then existing or proposed by such Plans to be placed thereon, any existing or proposed front, rear and side setbacks from such Structures; and (c) be in such form and contain such other information as are required by the Architectural Committee.

Section 6.3. Certain Rules and Regulations and Statements of Policy.

6.3.1. Proposal. The Architectural Committee may propose to the Board of Directors, and the Board of Directors may adopt (pursuant to the provisions of subsection 2.4.11(m) of these Bylaws), (a) certain Rules and Regulations governing the form and content of any Plans to be submitted to the Architectural Committee for its consideration, and (b) statements of policy as to its approval or disapproval of the architectural styles or details, or other matters, to be reflected in such Plans.

6.3.2. Amendment or Revocation. Such Rules and Regulations and statements of policy may be amended or revoked by the Board of Directors at any time.

6.3.3. Effect. The inclusion or omission of any matter in or from, or the amendment of, any of such Rules and Regulations or statement of policy shall not be deemed to bind the Architectural Committee to approve or disapprove any Plans or to be a waiver of the exercise of the Architectural Committee's discretion as to any such matter; provided, that no such amendment for revocation shall affect the finality of any such approval granted before such amendment or revocation.

Section 6.4. Disapproval of Plans.

6.4.1. Basis. The Architectural Committee may disapprove any Plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(a) such Plans, or any Structure or Use covered by such Plans, are not in accordance with the provisions of the Declaration or these Bylaws;

(b) such Plans do not contain information which the Architectural Committee may reasonably require to be contained therein;

(c) any Structure covered by such Plans is incompatible with any Structure or Use upon, within or of any Unit, due to the former's exterior design, height, bulk, shape, color scheme, finish, style of architecture, configuration, appearance, materials, location or relative cost;

(d) the construction or existence of any Structure called for by such Plans would threaten the structural integrity of the Building or impair the degree or availability of any utility service being provided to any other Unit; or

(e) any other set of circumstances which, in the Architectural Committee's reasonable judgment, would render any Structure or Use covered by such Plans inharmonious with the general plan of improvement of the Condominium.

6.4.2. Notice of Approval or Disapproval. If the Architectural Committee disapproves any Plans or approves them only upon the satisfaction of any specified condition requiring their modification or the taking of any other action, it shall immediately notify the applicant of such action in writing and furnish with such notice a statement of the grounds on which it was based. If the Architectural Committee approves any Plans without conditioning such approval upon the satisfaction of any such condition, it shall immediately notify the applicant thereof in writing. Unless the Architectural Committee, by written notice to the applicant, disapproves any Plans submitted to it or approves them only upon the satisfaction of any specified condition, as aforesaid, within

thirty (30) days after such Plans are submitted to it, it shall conclusively be deemed for all purposes of the Declaration and these Bylaws to have approved such Plans unconditionally for each Unit for which they were so submitted.

Section 6.5. Effect of Approval.

The Architectural Committee's approval of Plans for any Unit for which they are submitted to it shall not constitute a waiver of its right, in its sole discretion, to disapprove such Plans or any of the features or elements included therein if they are subsequently submitted to it for any other Unit; but (subject to the operation and effect of the provisions of subsection 6.1.3.), as to any Unit for which such Plans are so approved such approval shall be final and irrevocable.

Section 6.6. Inspection of Units.

Any agent of the Council may at any reasonable time (but only after having given written notice thereof to the Unit Owner thereof by no later than five (5) days prior thereto) enter upon and inspect any Unit and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Unit or Structure, and any Use thereof, are in accordance with the provisions hereof, and neither the Council nor such agent shall be deemed to have committed any trespass or other wrongful act by reason of such entry or inspection.

Section 6.7. Certificate of Compliance.

6.7.1. Issuance. After the completion within a Unit of the construction or alteration of any Structure, or the commencement of any Use thereon done in accordance with the provisions of this Article, the Council (or the Developer, as to Plans approved by the Developer pursuant to the provisions of subsection 6.9) shall, upon written request by the Unit Owner or any Mortgagee thereof, issue a certificate in a form suitable for recordation among the Land Records, (a) identifying such Unit, Structure or Use; and (b) stating that the Architectural Committee (or the Developer, as the case may be) has approved Plans covering such Structure or Use in the manner set forth in the provisions of this Section, and believes that such Structure or Use complies therewith.

6.7.2. Fee. The Council may charge such Unit Owner a reasonable fee for issuing such certificate, payment of which, when such certificate is requested, shall be a condition to its obligation hereunder to issue the same.

6.7.3. Cost of Recordation. The recipient Unit Owner shall bear the cost of recording such certificate among the Land Records.

Section 6.8. Removal.

6.8.1. Violation. If in violation of the provisions of the Declaration or these Bylaws, any Structure is altered, erected, placed or maintained, or any new Use commenced upon or within any Unit, other than in accordance with Plans approved for such Unit by the Architectural Committee pursuant to the foregoing provisions of this Article, such action shall be deemed to be a violation of the provisions of this Article and, promptly after the Council has given written notice thereof to the Unit Owner thereof, such Structure shall be removed or restored to its condition before such action, and such Use shall cease, so as to terminate such violation.

6.8.2. Right of Entry. If within fifteen (15) days after having been given such notice such Unit Owner has not taken reasonable steps to terminate such violation, any agent of the Council may enter upon such Unit and take such steps as are reasonably necessary to terminate such violation. Such Unit Owner shall be personally liable to the Council for the cost thereof, to the same extent as he is liable for an Assessment levied against such Unit, and the Council shall have a lien therefor which is enforceable in the same manner as an Assessment Lien imposed upon such Unit.

Section 6.9. Developers' Plans.

Nothing in the foregoing provisions of this Article shall be deemed in any way to require that the developer submit to the Architectural Committee, or obtain its approval of, Plans for any Structure to be constructed upon or within a Unit (or any Use thereof) before the initial conveyance of record of the title to such Unit to a person other than the Developer, if and only if Plans therefor have been approved in writing by the Developer, it being the Developer's intention that, where the Developer has approved such Plans, the provisions of this Article which require approval of such Plans by the Architectural Committee shall not be applicable to a Unit until the title thereto is hereafter first acquired of record by a person other than the Developer.

Section 6.10. Structural Changes.

No Unit Owner shall, without obtaining the Council's prior written consent thereto, (a) make any structural modification or alteration within his Unit, or contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements (including, by way of example rather than of limitation, any of the

Common Elements lying within any Unit), or (b) take any action which (i) impairs the existence of, or the ability to enjoy, any easement, right or hereditament appurtenant to any Unit or the Common Elements; or (ii) adversely affects the Common Elements or any Unit Owner's or other person's ability to exercise its right to use and enjoy the same.

Section 6.11. Use and Maintenance of Unit.

Each Unit Owner shall:

6.11.1. maintain, repair or replace at its own expense any portion of its Unit which may cause injury or damage to any other unit or the Common Elements;

6.11.2. paint and/or otherwise maintain the exposed surfaces of all portions of its Unit (including, by way of example rather than of limitation, all interior and exterior walls, ceilings, doors, door frames, windows, window glass, window frames, vents, shutters, meter covers, and floors if and to the extent that any of the same are part of its Unit);

6.11.3. pay any expense duly incurred by the Council in making any repair to or replacement of the Common Elements which results from the willful or negligent act or failure to act of such Unit Owner or any tenant, Contract Purchaser, or other occupant or user of its Unit;

6.11.4. exercise its rights and perform its duties under the provisions of the Condominium Act, the Declaration and Bylaws in such manner and at such hours as will not unreasonably disturb any other Unit Owners; and

6.11.5. comply in every respect with the Rules and Regulations, as from time to time promulgated by the Council.

ARTICLE VII. MISCELLANEOUS PROVISIONS.

Section 7.1. Roster of Unit Owners, Mortgagees, Proxy Holders and Voting Representatives.

7.7.1. Duty to Furnish Information. Immediately after a person becomes a Unit Owner, Mortgagee or Proxy Holder, it shall, in writing, both notify the Council of its status as such and supply the following information to the Secretary:

- (a) its full and correct name;
- (b) the number of the Unit of which it is a Unit Owner or Mortgagee, or as to which it is a Proxy Holder;
- (c) if such Unit Owner, Mortgagee or Proxy Holder consists of more than one person, the full and correct name of each such person;
- (d) if such Unit Owner, Mortgagee or Proxy Holder, or any such person of which it consist, is not a natural person, (i) the type of legal entity of which it consists, and (ii) the state or other jurisdiction under which it is organized and exists;
- (e) an address for such Unit Owner, Mortgagee or Proxy Holder in the united States of America, which shall constitute its Notice Address for purposes of the provisions of Section 7.2;
- (f) unless such Unit Owner and any such Proxy Holder consists of one natural person (or of two or more natural persons who do not desire to designate any Voting Representative), the name of each natural person who is to be a Voting Representative for such Unit Owner or Proxy Holder; and
- (g) upon request by the Secretary, such evidence of such Unit Owner's, Mortgagee's or Proxy Holder's status as such as the Secretary may reasonably demand.

7.1.2. Failure to Furnish Information. Unless a Unit Owner, Mortgagee or Proxy Holder has notified the Council of its status as such and supplied the Secretary with the information required to be supplied by the foregoing provisions of this Section, such person shall have no right under the provisions of the Condominium Act, the Declaration or the Bylaws (a) to be given any notice, demand, consent, approval, request or other communication or document by the Council or any Director or Officer, (b) unless permitted by the President, to participate in the consideration of any Vote upon any question voted upon by the Council Membership, or (c) otherwise to be recognized as such by the Council, any Director or Officer, employee or agent thereof, or any Unit Owner. The Council shall, however, cause (a) any notice being given to the Unit Owners generally to be delivered to each Unit, and (b) any notice being given with respect to any Unit to be delivered to that Unit.

7.1.3. Maintenance of and Reliance on Roster. The Secretary shall maintain on a current basis a roster showing, for each Unit, any and all information pertaining to

its Unit Owner, any Mortgagee thereof, and any Proxy Holder or Voting Representative with respect thereto, which is supplied to the Secretary pursuant to the foregoing provisions of this Section. Unless the Council has received express, written notice to the contrary, the Council, its Directors, Officers, employees and agents, and each Unit Owner shall be entitled to rely upon the accuracy of such roster as reflecting the existence, current identity, composition, legal standing, and Notice of Address of the Unit Owner and any Mortgagee or Proxy Holder of a Unit, and the designation and identity of any Voting Representative for any such Unit Owner or Proxy Holder, all in making any determination for purposes of this provisions of the Condominium Act, the Declaration or these Bylaws as to whom any notice, demand, consent, approval, request or other communication or document is to be given by the Council or any Director or Officer, or by whom or on whose behalf any Vote may be cast at any Meeting, or in connection with any other action to be taken by the Council or any Director or Officer.

#### Section 7.2. Notices.

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder by the Council or any Director, Officer or other person, to any person (a) shall be in writing, and (b) shall be deemed to have been provided (i) forty-eight (48) hours after having been deposited as first class mail (or, if required by the provisions of the Declaration or these Bylaws, by registered or certified mail, return receipt requested) in the United States mails, postage prepaid, and addressed (A) if the addressee is a Unit Owner, Proxy Holder, Voting Representative or mortgagee who (in accordance with the provisions of Section 7.1) has notified the Council of its status as such and furnished the Secretary with the information referred to therein, to such person's address (herein referred to as such person's "Notice Address") as set forth in the notice referred to herein and (B) if the addressee is the Council or the Architectural Committee, to the address of the Council's resident agent, or to such other address in the United States of America as the Council may designate from time to time by notice to the Unit Owners; and (C) if the addressee either (1) has not so notified the Council and furnished the Secretary with such information, 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 his Unit, or (ii) by actual hand or other delivery to such person.

#### Section 7.3. Severability.

No determination by any court, governmental or administrative body or agency or otherwise that any provision of these Bylaws or any amendment hereto is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other



such provision 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.

Section 7.4. Amendment.

These Bylaws may be amended in and only in the manner set forth in the provisions of the Declaration and the Condominium Act.

Section 7.5. Applicable Law.

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

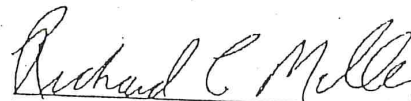
Section 7.6. Headings.

The headings of the Articles, Sections and subsections hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

Section 7.7. 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 Article, Section or subsection shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Article, Section or subsection of these Bylaws.

THIS IS TO CERTIFY that these Bylaws were prepared under the supervision of Richard L. Miller, an attorney duly admitted to practice before the Court of Appeals of Maryland.



Richard L. Miller

# Linden Professional Center Condominium, Inc.

CC&Rs/Declaration



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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.

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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

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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

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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

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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, enseat, 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, enseat, 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

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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.



0017540 064

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 L. Mills

By:

[Signature]  
Managing Member (SEAL)

C:\MMM\rlm\Documents\3597.000.declaration1.execution.original.wpd

Reviewed for compliance with  
Baltimore County Code § 26-214(B)

Susan Davis  
Asst.-Co. Atty

0017510 065

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



0017510 066

**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]**

0017510 067

WITNESS:

*Alra Heyman*

*Bernard Dackman*  
Bernard Dackman, Trustee (SEAL)

Date: 3/12/02, 2002

*Alra Heyman*

*Gordon B. Heyman*  
Gordon B. Heyman, Trustee (SEAL)

Date: 3/18, 2002

ATTEST:

KEY BANK AND TRUST

*Katelyn Duff*

By: *[Signature]*  
(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.

[Signature]  
Notary Public (SEAL)

My Commission Expires: 9/1/05

STATE 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.

[Signature]  
Notary Public (SEAL)

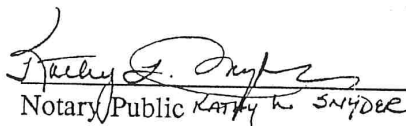
My Commission Expires: 9/1/05

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.

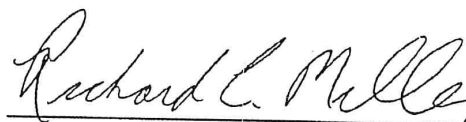
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 (SEAL)  
Notary Public Kathy W. Snyder

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.

Correct  
SCHEDULE 1

0018955 462

<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	12.09%
1B	1,749	11.46%
2A	1,084	7.10%
2B	799	5.23%
2C	1,670	10.94%
2D	890	5.83%
2E	957	6.27%
2F	957	6.27%
2G	1,240	8.12%
2H	714	4.68%
2I	839	5.49%
2J	645 ✓	4.22%
2K	1,299 ✓	8.51%
2L	578 ✓	3.79%
<u>TOTALS</u>	15,267 sq. ft.	100%

0017510 070

*revised*  
0018955 462

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%



0017510 071

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.

0019540 072

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.

0017540 073

DECLARATION

EXHIBIT C

Initial Form of Bylaws

0017510 074

**State of Maryland Land Instrument Intake Sheet**

Baltimore City  County: Baltimore

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

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

Space Reserved for Recording Validation

FD SURE \$ 5.00  
 RECORDING FEE 75.00  
 TOTAL 80.00  
 Recpt # 17485  
 Blk # 1207  
 03:18 PM

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.			
		Deed	Mortgage	<input checked="" type="checkbox"/> Other Declaration	Other
2	Conveyance Type Check Box	Improved Sale	Unimproved Sale	<input checked="" type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale [9]
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	
3	Tax Exemptions (if Applicable)	Recordation			
		State Transfer			
		County Transfer			
Cite or Explain Authority					

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
				Transfer and Recordation Tax Consideration	
	Purchase Price/Consideration	\$		Transfer Tax Consideration	\$
	Any New Mortgage	\$		X ( ) % =	\$
	Balance of Existing Mortgage	\$		Less Exemption Amount -	\$
	Other:	\$		Total Transfer Tax =	\$
	Other:	\$		Recordation Tax Consideration	\$
	Full Cash Value	\$		X ( ) per \$500 =	\$
				TOTAL DUE	\$

5	Amount of Fees		Doc. 1		Doc. 2		Agent: <i>JMB</i>
<i>DEC</i> Fees  <i>rev'd by county atty.</i>	Recording Charge	\$	80.00	\$	80.00		Tax Bill:
	Surcharge	\$		\$			C.B. Credit:
	State Recordation Tax	\$		\$			Ag. Tax/Other:
	State Transfer Tax	\$		\$			
	County Transfer Tax	\$		\$			
	Other	\$		\$			
	Other	\$		\$			

6	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
	<u>04</u>	<u>19-00-01970</u>				<input type="checkbox"/> (5)	
	Subdivision Name			Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
	<u>Linden Prof. Center Condo</u>						SqFt/Acreage (4)
	Location/Address of Property Being Conveyed (2)						
	<u>365 Main St. Reisterstown MD 2130</u>						
Other Property Identifiers (if applicable)					Water Meter Account No.		
Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Grant Rent <input type="checkbox"/> Amount: <u>          </u>							

# Linden Professional Center Condominium, Inc.

Insurance Dec Page



# SENECA INSURANCE COMPANY, INC.

199 WATER STREET, 29th FL.  
NEW YORK, NY 10038

## COMMON POLICY DECLARATIONS

POLICY NUMBER: CMP 4504966

PREVIOUS POLICY NUMBER: New

<b>COMPANY NAME</b> SENECA INSURANCE COMPANY, INC. 199 WATER STREET, 29th FL. NEW YORK, NY 10038	7105	<b>PRODUCER NAME</b> Associated Ins. Management 1300 Spring Street Suite 300 Silver Spring, MD 20910	45061
<b>NAMED INSURED:</b> Council Of Unit Owners Of Linden Professional Center, Inc. and As Per Named Insured Extension Schedule			
<b>MAILING ADDRESS:</b> 3600 Crondall Ln. Ste. 100 Owings Mills, MD 21117			
<b>POLICY PERIOD: FROM</b> <u>11/01/2021</u> <b>TO</b> <u>11/01/2022</u> <b>AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.</b>			

**BUSINESS DESCRIPTION** | Bldg. Owner

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

<b>THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</b>	
	<b>PREMIUM</b>
COMMERCIAL CRIME COVERAGE PART	\$164.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$552.00
COMMERCIAL PROPERTY COVERAGE PART	\$3,940.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	\$4.00
TERRORISM - CERTIFIED ACTS (PROPERTY)	\$232.00
COMMERCIAL AUTOMOBILE COVERAGE PART	\$210.00
<b>TOTAL:</b>	<b>\$5,102.00</b>



**POLICY NUMBER:** CMP 4504966

<b>FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):</b>
See Schedule of Forms and Endorsements.

<b>Countersigned</b>	<b>By:</b>
(Date)	(Authorized Representative)

## NAMED INSURED EXTENSION SCHEDULE

<b>POLICY NUMBER:</b> CMP 4504966	<b>EFFECTIVE DATE:</b> 11/01/2021
--------------------------------------	--------------------------------------

Council Of Unit Owners Of Linden Professional Center, Inc. and Tidewater Property Management, Inc.



## SCHEDULE OF FORMS AND ENDORSEMENTS

<b>POLICY NUMBER:</b> CMP 4504966	<b>EFFECTIVE DATE:</b> 11/01/2021
--------------------------------------	--------------------------------------

**NUMBER**

**TITLE**

**COMMON**

IL DS 00 (09-08)	Common Policy Declarations
40-075 (10-20)	Claims Notification
IL 00 17 (11-98)	Common Policy Conditions
IL 00 21 (09-08)	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 07 (12-17)	Maryland Changes
IL 09 35 (07-02)	Exclusion Of Certain Computer-Related Losses
IL 09 52 (01-15)	Cap on Losses from Certified Acts of Terrorism
IL 09 85 (12-20)	Disclosure Pursuant To Terrorism Risk Insurance Act
IL P 001 (01-04)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders

**PROPERTY**

CP DS 00 (10-00)	Commercial Property Coverage Part Declarations
CP 00 18 (10-12)	Condominium Commercial Unit-Owners Coverage Form
CP 00 90 (07-88)	Commercial Property Conditions
CP 01 40 (07-06)	Exclusion Of Loss Due To Virus Or Bacteria
CP 10 30 (09-17)	Causes of Loss - Special Form
CP 10 75 (12-20)	Cyber Incident Exclusion
17-222 (05-13)	Equipment Breakdown Coverage
17-250 (05-10)	Property Plus Enhancement Endorsement
17-274 (07-17)	Business Income (And Extra Expense) Coverage Form - Actual Loss Sustained

**GENERAL LIABILITY**

CG DS 01 (10-01)	Commercial General Liability Declarations
CG 00 01 (04-13)	Commercial General Liability Coverage Form
CG 02 01 (12-17)	Maryland Changes
CG 20 04 (11-85)	Additional Insured - Condominium Unit Owners
CG 21 06 (05-14)	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 32 (05-09)	Communicable Disease Exclusion
CG 21 44 (04-17)	Limitation Of Coverage To Designated Premises, Project Or Operation
CG 21 47 (12-07)	Employment-Related Practices Exclusion
CG 21 65 (12-04)	Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception
CG 21 67 (12-04)	Fungi or Bacteria Exclusion
CG 21 70 (01-15)	Cap on Losses From Certified Acts of Terrorism
CG 21 76 (01-15)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 26 73 (12-04)	Maryland Changes - Premium Audit Condition
17-261 (03-14)	General Liability Plus Endorsement
17-283 (07-15)	Absolute Asbestos Exclusion

**CRIME**

CR DS 01 (08-13)	Crime And Fidelity Coverage Part Declarations (Commercial Entities)
CR 00 21 (11-15)	Commercial Crime Coverage Form (Loss Sustained Form)
CR 01 03 (12-17)	Maryland Changes
CR 25 47 (09-17)	U.S. Department Of Labor - ERISA Plan Coverage Amendments

# Linden Professional Center Condominium, Inc.

Rules and Regulations



# LINDEN TREE VILLAGE

## RULES AND REGULATIONS

1. Unit Owner shall not obstruct or permit its agents, employees, guests or invitees to obstruct, in any way, the sidewalks, entry passages, corridors, halls, stairways or elevators of the Building, or use the same in any other way than as a means of passage to and from the offices of Unit Owner; bring in, store, test or use any materials in the Building which could cause a fire or an explosion or produce any fumes or vapor; make or permit any improper noises in the Building; smoke in the elevators; throw substances of any kind out of the window or doors; or down the passages of the Building, or in the halls or passageways; sit on or place anything upon the window sills; or clean the exterior windows.
2. Water closets, urinals and lavatories shall not be used for any purpose other than those for which they were constructed; and no towels, sweepings, rubbish, ashes, newspaper or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.
3. Unit Owner shall not (i) obstruct the windows, doors, partitions and lights that reflect or admit light into the halls or other places in the Building, or (ii) inscribe, paint, affix, or otherwise display signs, advertisements or notices in, on, upon or behind any windows or on any door, partition or other part of the interior or exterior of the Building without the prior written consent of Developer. If such consent is given by Developer, any such sign, advertisement, or notice shall be inscribed, painted or affixed by Developer, or a company approved by Developer, but the cost of the same shall be charged to and be paid by Unit Owner, and Unit Owner agrees to pay the same promptly, on demand.
4. No contract of any kind for removal of waste paper, rubbish or garbage, or other like service shall be entered into by Unit Owner, nor shall any vending machine, including coffee maker, of any kind be installed in the Building, without the prior written consent of Developer.
5. When electric wiring of any kind is introduced, it must be connected as directed by Developer, and no stringing or cutting of wires will be allowed, except with the prior written consent of Developer, and shall be done only by contractors approved by Developer.

## EXHIBIT D

6. Unit Owner shall be responsible to employ professional cleaners or janitors for the purpose of cleaning the Unit.

7. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Unit.

8. Unit Owner shall not conduct, or permit any other person to conduct, any auction upon the Unit; manufacture or store goods, ware or merchandise upon the Unit, without the prior written approval of Developer, except the storage of usual supplies and inventory to be used by Unit Owner in the conduct of its business; permit the Unit to be used for gambling; make any unusual noises in the Building; permit to be played any musical instrument in the Unit; permit to be played any radio, television, recorded or wired music in such a loud manner as to disturb or annoy other Unit Owners; or permit any unusual odors to be produced upon the Unit. Unit Owner shall not occupy or permit any portion of the Unit to be occupied for the storage, manufacture of sale of intoxicating beverages, narcotics, tobacco in any form, or utilized in violation of applicable zoning restrictions.

9. No awnings or other projections shall be attached to the outside walls of the Building.

10. Canvassing, soliciting and peddling in the Building are prohibited, and Unit Owner shall cooperate to prevent the same.

11. Unit Owner, before closing and leaving the Unit, shall ensure that all windows are closed and all entrance doors locked.

12. A reasonable number of "Visitors Parking" spaces shall be available for the benefit of Unit Owner's invitees or callers to be used in common with other Unit Owners of the Building. Under no circumstances are "Visitor Parking" spaces or other "assigned" spaces to be used by the Unit Owner or any of its employees.

13. As used herein, the term "Unit" shall mean and refer to the condominium unit or units owned by each Unit Owner.

14. As used herein, the term "Developer" shall mean BRK, LLC, its successors or assigns.

Owner hereunder, including, but not limited to, the following rights which are reserved to Developer for its purposes in operating the Building:

- (a) the exclusive right to the use of the name of the Building for all purposes, except that Unit Owner may use the name as its business address and for no other purpose;
- (b) the right to change the name or address of the Building, without incurring any liability to Unit Owner for so doing;
- (c) the right to install and maintain a sign or signs on the exterior of the Building;
- (d) the exclusive right to use or dispose of the use of the roof of the Building;
- (e) the right to limit the space on the directory of the Building to be allotted to Unit Owner;
- (f) the right to grant to anyone the right to conduct any particular business or undertaking in the Building;
- (g) the right to assign parking spaces and establish vehicle and personnel traffic flow patterns and regulations.