

680248 CARROLL CO

JOHN STREET CONDOMINIUMS
CONDOMINIUM REGIME DECLARATION

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IMP FD SURE	20.00
RECORDING FEE	75.00
TOTAL	95.00
Res# CR01	Rcpt # 64129
LWS LTS	Blk # 8448
May 19, 2005	03:21 PM

CARROLL COUNTY CIRCUIT COURT (Land Records) LWS 4433, p. 0072, MSA_CE56_4420. Date available 06/07/2005. Printed 08/05/2024.

**JOHN STREET CONDOMINIUMS
CONDOMINIUM REGIME DECLARATION**

THIS CONDOMINIUM REGIME DECLARATION (the "Declaration") is made on this 19th day of May, 2005, in Carroll County, Maryland, by THE JOHN STREET FAMILY LIMITED PARTNERSHIP (the "Owner Developer"), a Maryland limited partnership.

Recitals

A. Owner Developer is the owner in fee simple of all that parcel of ground in Carroll County, Maryland, comprising 0.3474 of an acre of land, more or less (the "Land"), more particularly described in Exhibit A attached hereto and made a part hereof.

B. Seven (7) historic dwelling units (the "Units") are located on the Land. The Units have been continuously used as individual residential apartment dwellings since approximately 1984, and as single-family residences prior to said year.

C. Laurell E. Taylor, City Clerk for the City of Westminster, a municipality in Carroll County, Maryland, sent a letter to the Owner Developer, dated March 5, 2004, certifying to the Owner Developer that the Land and the Units lie within the corporate limits of the City of Westminster and can be converted into condominium units in compliance with the zoning regulations of the City of Westminster. (The letter is attached hereto as Exhibit B.)

D. Owner Developer wants to subject the Land and the Units (collectively the "Property") to a condominium regime.

E. Owner Developer retained the engineering services of Leon A. Podolak and Associates, L.L.C. to complete plats entitled "JOHN STREET CONDOMINIUMS" (collectively the "Condominium Plat"), dated January 18, 2005 and consisting of 5 sheet(s). The Condominium Plat was recorded among the Land Records of Carroll County, Maryland in Plat Book 49, Page 28, on May 19, 2005, and hereby is incorporated by reference and made a part of this Declaration.

NOW, THEREFORE, as set forth in the above recitals, which are deemed to be a substantive part hereof, WITNESSETH this Declaration:

**ARTICLE ONE
Declaration of Condominium**

1.1 Owner Developer hereby declares its intent and subjects the Property to a condominium regime solely for residential purposes, pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland (2003), as amended, (the "Maryland Condominium Act").

1.2 The Condominium Plat fully shows the Property. The Condominium Plat is recorded simultaneously herewith among the Condominium Plat Books of the Land Records of Carroll County, Maryland.

ARTICLE TWO**Name**

The name of the Condominium is **John Street Condominiums** (referred to as the "Condominium" or sometimes the "Condominium Regime").

ARTICLE THREE**Description of Condominium**

3.1 The Condominium consists of the Land and Units. (The Units hereafter referred to as the "Condominium Units" or singularly as a "Condominium Unit".)

3.2 The Condominium is divided into the Condominium Units, the Limited Common Elements, and the General Common Elements (defined below), all as more particularly shown, described and detailed on the Condominium Plat and in the individual descriptions that are attached hereto as Exhibit C. (The Limited Common Elements and the General Common Elements sometimes are collectively referred to herein as the "Common Elements".)

3.3 For purposes of identification, each Condominium Unit is identified by the address given to the Land on, and building in, which it is located.

3.4 Each Condominium Unit may be sold to one or more owners (the "Unit Owner"), each Unit Owner obtaining a particular exclusive property right thereto, and also an undivided fractional interest in the Common Elements of the Condominium. The dimensions, area and locations of each Condominium Unit and the Common Elements are shown and as noted on the Condominium Plat; provided, however, that the physical boundaries of any Condominium Unit and/or the Common Elements constructed or reconstructed in substantial conformity to the Condominium Plat shall be conclusively presumed to be the correct boundaries, regardless of minor variations between the physical boundaries as described herein or shown on the Condominium Plat and the existing physical boundaries.

ARTICLE FOUR**Description of Units**

4.1 Each Condominium Unit is basically conceived as a cube, *i.e.*, a three-dimensional enclosure of space having a top, bottom, front, rear and two (2) sides. However, because of breaks, jogs, ells, porches, cornices, windows, irregularities, and the like, a Condominium Unit is not a true cube and such designation is used as a matter of convenience only.

4.2 Except as otherwise herein provided, each Condominium Unit shall include the space bounded by and contained within the Condominium Unit from (i) the division line between that Condominium Unit and any adjoining Condominium Unit, as shown on the Condominium Plat, (ii) the division line between that Condominium Unit and any interior Common Elements, as shown on the Condominium Plat, and (iii) the lower surface of the floor or the basement, if any, or the unfinished structural floor of a Condominium Unit and the roof structure and/or ceiling above the Condominium Unit. Each Condominium Unit is intended to include both the portions of the building as so described and the air space so encompassed, including window glass, the paneling, sheetrock, plaster or drywall portion of the perimeter walls of the Condominium Unit,

to the stud or masonry side thereof, and doors to the outside surfaces thereof. Each such Condominium Unit shall contain all built-in kitchen appliances installed therein and all electrical installations and fixtures for the use of such Condominium Unit, except that the wiring and conduits running from the Condominium Unit and/or from and to the Condominium Unit circuit breaker panel and other electrical service terminals to all such installations and fixtures shall be deemed to be General Common Elements. Notwithstanding the foregoing, each Condominium Unit shall include all outlets, switches, and lamp holders for the exclusive use of said Condominium Unit. Each Condominium Unit shall include all of the heating, ventilating and air conditioning machinery, apparatus, and/or equipment, excluding chimneys, plumbing and electrical service lines and structural supports, located within and serving exclusively said Condominium Unit, and all of the related controls and control wiring, and all supply, return and drain pipes to the point of their connection at the division line of the Condominium Unit. Each Condominium Unit shall contain the range hood fan, if any, and the bath fan, if any, and the connecting ductwork. Each Condominium Unit also shall include all bathroom and kitchen plumbing fixtures and connections therefor, including all sinks, built-in dishwashers, faucets, commodes, bathtubs and shower stalls, if any, and including hot and cold water pipes to, and drain pipes from, the point of connection with each such fixture to the division line between that Condominium Unit and any adjoining Condominium Unit or Common Element. Unless specifically excluded by the terms of this Article, each Condominium Unit shall include all improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of said Condominium Unit as set forth herein, as well as the improvements, fixtures and installations specifically included by the terms hereof, whether or not said improvements, fixtures and installations are located within said boundaries; provided, however, that whenever load-bearing walls, partitions or columns are located within said boundaries, said Condominium Unit shall be deemed to include only the non-load bearing or nonstructural portions of said walls, partitions or columns respectively.

4.3 In interpreting deeds, declarations and plans, the existing physical boundaries of a Condominium Unit constructed or reconstructed in substantial accordance with the plans therefor shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in a deed, plat or this Declaration, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the plat or in the deed and those of the building.

ARTICLE FIVE

Description of Common Elements

5.1 The Common Elements include all of the Condominium, except what is described as the Condominium Units. The Common Elements are divided into Limited Common Elements and General Common Elements.

5.2 The Limited Common Elements are Common Elements designated for the exclusive use of a particular Condominium Unit, more particularly described as follows.

5.2.1 The land under the basement or crawl space of each Condominium Unit, along with the land shown as a backyard extending from the rear wall of the Condominium Unit, is a Limited Common Element and reserved exclusively for the use of that Condominium Unit. Condominium Unit entrance doors and frames, porch fronts, attics, decks, privacy and/or property-line fences, oil burners and/or furnaces, window frames and glass, patios, private walkways, backyards and driveways, if any, designated to a Condominium Unit as shown and

described in the Condominium Plat are Limited Common Elements, limited to the use of the Condominium Unit which they serve. There are some common walkways, as depicted on the Condominium Plat, that are designated as and shall be Limited Common Elements shared by the two adjacent Unit Owners so identified on the Condominium Plat.

5.2.2 All Limited Common Elements are reserved for the exclusive use of the Condominium Unit they adjoin, or to which they are attached, or to which they are assigned as shown on the Condominium Plat. Provided, however, the Limited Common Elements shall be subject to the easements provided for in Article Fifteen of this Declaration, titled "Easements", and such other easements as may be established by law. All costs and expenses of maintenance, replacement or repair relating to such Limited Common Elements, including, but not limited to, doors, windows, glass, porches, decks, patios, steps, fences and yards, shall not be the responsibility of the Council of Unit Owners (the "Council"), but shall be the responsibility of and paid for by the Unit Owner. All repairs and replacement relating to such Limited Common Elements shall be undertaken and completed in a manner that is substantially similar to the original construction and in accordance with the applicable historical preservation guidelines and any of the terms and conditions of the applicable easements. The installation shall be of first class quality, but may be done with contemporary building materials and equipment. If a Unit Owner is required to make repairs to and/or replacements of the Limited Common Elements, then all such repairs and/or replacements shall be completed to the satisfaction of the Council.

5.3. The General Common Elements of the Condominium shall consist of all other common elements not described above, or shown on the Condominium Plat, as a part of the Limited Common Elements, which General Common Elements include, without limitation, (i) connections for utilities, sewer, water, gas and electric, and the like, leading from main lines and designated to serve a single Condominium Unit, but being located outside the Condominium Unit's boundaries, and (ii) the chimneys of the Condominium Units.

ARTICLE SIX **Interest Acquired**

6.1 Each Condominium Unit has all of the incidents of real property and the Unit Owner shall have such estate therein as may be acquired in real property, including an estate in fee simple absolute and the same estate as to an undivided fractional interest in the General Common Elements in the Condominium equal to that set forth in Exhibit D attached hereto.

6.2 The fractional interest of each Unit Owner in the common expenses and common profits of the Condominium shall be that set forth in Exhibit D.

6.3 The fractional interest shall have a permanent character and, except as provided herein, may not be changed without the written consent of all of the Unit Owners and their mortgagees.

ARTICLE SEVEN **Administration**

The Council shall administer the operations of the Condominium, as established by the Bylaws, and the Council shall be bound to act in accordance with the laws of the State of Maryland and with the provisions of this Declaration and the Bylaws. As provided in the Bylaws, the Unit Owners shall elect a Board of Directors of the Council (the "Board").

ARTICLE EIGHT
Council Membership and Votes

Each Unit Owner is a member of the Council. At meetings of the Council, each Condominium Unit shall have one vote appurtenant to it so that the Unit Owner or Unit Owners of a Condominium Unit shall be entitled to cast only one representative vote for each question or matter considered by the Council.

ARTICLE NINE
Compliance

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

ARTICLE TEN
Lien for Assessments

10.1 Subject to the limitation upon the lien for assessments imposed by Article Fourteen hereof, sums assessed by the Council to meet the Condominium budget, as adopted by the Council pursuant to the Bylaws to pay common expenses and any other sums properly assessed by the Council, shall be a lien against the Condominium Unit to which the assessment applied. Upon any default in the payment of the assessment that continues for more than thirty (30) days after written notice of such default to the Unit Owner, sent to the address of the Unit Owner shown on the Roster of Members maintained by the Council, in addition to all other remedies provided by law to the Council, the Unit Owner hereby declares his assent to the passage of a decree for the sale of the Condominium Unit to which the lien applies and hereby authorizes the Council or its duly designated attorney-in-fact to sell such unit. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be made in the same manner and subject to the same requirements as the foreclosure of mortgages or deeds of trust on real property in this State containing a power of sale or assent to a decree. Suit against the Unit Owner for any deficiency following foreclosure may be maintained in the same proceeding, and suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The terms of any foreclosure sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

10.2 Upon such foreclosure, the condominium assessment lien shall have preference over any other assessment, lien, judgment or charge of any nature whatsoever upon the Condominium Unit, except for (i) general and special assessments for real estate taxes on the Condominium Unit, and (ii) the lien of any deed of trust, mortgage instrument or encumbrance duly recorded on the Condominium Unit prior to the time that a Statement of Condominium Lien is recorded among the Land Records of Carroll County, Maryland.

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

10.3.1 First, to the repayment of all expenses incident to the sale, including a counsel fee of \$2,500.00 for conducting the proceedings if without contest, but if legal services shall be rendered to the Council or the party selling under the power of sale in connection with any contested matter in the proceedings, then such additional reasonable counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper.

10.3.2 Second, to the payment of all claims of the Council hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit.

10.3.3 Third, the balance, if any, to the Unit Owner, or to whomever may be entitled to the same.

10.4 In the event the assessment shall be paid after advertisement of the Condominium Unit, but before the sale thereof, the Unit Owner hereby covenants also to pay all expenses incident to said advertisements or notice, all court costs and all expenses incident to the sale of the Condominium Unit.

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

10.6 Payment of assessments, together with interest, late charges, if any, costs of collection and reasonable attorney's fees may also be enforced by the imposition of a lien on a Condominium Unit in accordance with the provisions of the Maryland Contract Lien Act.

ARTICLE ELEVEN **Common Expenses**

All expenses of maintenance of the General Common Elements and Limited Common Elements, if applicable, and for the operation of the Condominium shall be assessed to all Condominium Units in proportion to the fractional interest in the common expenses for that Condominium Unit as set forth in Exhibit D attached hereto. All charges for expenses of maintenance of the Common Elements and for the operation of the Condominium against any Condominium Unit and all charges applicable to a Condominium Unit for repairs or other corrections made pursuant to Section VII.2 of the Bylaws shall be levied and assessed as a lien at the beginning of each fiscal year and shall become due and payable in installments, subject to acceleration on default, as the Bylaws provide.

ARTICLE TWELVE **Compliance with Condominium Regime**

All present and future Unit Owners and tenants and other occupants of Condominium Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations, as might be amended from time to time. The acceptance of a deed or entering into a lease for, or in any way occupying, any Condominium Unit shall constitute an agreement between such Unit Owner, tenant or occupant and the Council that the provisions of this Declaration, the Bylaws, and the Rules and Regulations, as might be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant. All such provisions shall be deemed to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in a Condominium Unit, as though such provisions were recited and stipulated at length in each and every deed or lease thereof or agreement

relating thereto. A copy of the current Bylaws is filed herewith as Exhibit E and made a part hereof.

ARTICLE THIRTEEN
No Exemption from Liability

No Unit Owner may exempt himself from liability for his contribution toward the common expense by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Condominium Unit.

ARTICLE FOURTEEN
Grantor/Grantee Liability

Upon conveyance of a Condominium Unit, a voluntary grantee of the Condominium Unit shall be jointly and severally liable with the grantor for all unpaid assessments made by the Council against the grantor for his share of the common expenses up to the time of the voluntary grant, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any such contract purchaser shall be entitled, upon written request, to a written statement from the Council setting forth the amount of any unpaid assessments against the grantor due the Council, and such purchaser shall neither be liable, nor shall the Condominium Unit conveyed be subject to a lien, for any unpaid assessments made by the Council against the grantor or the Condominium Unit in excess of the amount set forth therein.

ARTICLE FIFTEEN
Easements

15.1 The Council, Owner Developer, and Management Agent, if any, and their agents or employees, shall have an irrevocable right and easement to enter Condominium Units to make repairs to the Condominium Units or Common Elements when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than the Condominium Units, and to restore any part of the Condominium. Such entry to a Condominium Unit shall be made only after 24-hours' prior notice given to the Unit Owner or occupant of the Condominium Unit, except in the event of an emergency, in which event entry may be made without prior notice.

15.2 In addition to any easement established by law, each Condominium Unit shall have, appurtenant thereto, an easement in the Common Elements for the purposes of providing maintenance, support, repair or service for such unit and to and for the ducts, pipes, including the water main service and the sanitary sewer line, conduits, vents, plumbing, wiring and other utility services to the Condominium Unit. This easement, whether included in said boundaries or otherwise, is a Common Element.

15.3 If any part of the Common Elements encroaches upon any Condominium Unit, or if any Condominium Unit or any part thereof encroaches upon a Common Element, whether such encroachment is attributable to design, construction, settlement or shifting of the Condominium, or any other reasons whatsoever beyond the control of the Owner Developer or Unit Owner, then the Council and/or any Unit Owner shall have a valid easement for such encroachment and the maintenance thereof, so long as it continues. Further, such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment where necessary.

15.4 Each Condominium Unit shall have and enjoy, appurtenant to it, an easement from the division line between that Condominium Unit and any adjoining Condominium Unit or General Common Elements for the distance to the exterior of the wall of such adjoining Condominium Unit or General Common Elements, in, on, over and across the adjoining Condominium Unit or General Common Elements, for the entire length of the division line, as shown on the Condominium Plat. The easement is for the sole purpose of maintaining, repairing, restoring, supporting and servicing, as reasonably necessary, any existing dividing wall, which may be a joint or party dividing wall, between the adjoining Condominium Units or a Condominium Unit and the adjoining General Common Elements. The easement granted hereby is irrevocable, and gives the Unit Owner of the dominant Condominium Unit or the Council, and their respective agents, servants, employees and Contractors, the right to enter the easement area and attach studding and otherwise use the easement area in such manner as is reasonably necessary to maintain, repair, restore, support and service the dividing wall and the improvements to be attached to it or to which it is to be attached. No window or opening shall be permitted in the wall in the easement area to look directly into an adjoining Condominium Unit or provide access to the adjoining Condominium Unit, unless the adjoining Unit Owners shall agree. Further, no window or opening shall be permitted in the wall in the easement area to look directly into a Condominium Unit or the adjoining General Common Elements unless the Unit Owner and the Council agree otherwise.

15.5 The Condominium is subject to all easements and encumbrances of public record, including without limitation utility, construction and/or public way easements and the Deed of Easement granted to the Maryland Historical Trust on December 23, 1983, said deed of easement recorded among the Land Records of Carroll County, Maryland in Liber 852, folio 830.

ARTICLE SIXTEEN
Severability

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

ARTICLE SEVENTEEN
Waiver

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

ARTICLE EIGHTEEN
Number and Gender

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

ARTICLE NINETEEN
Benefit

This Condominium Declaration shall be binding upon and inure to the benefit of the Owner Developer named herein, the Council and all Unit Owners, and their successors and assigns.

ARTICLE TWENTY
Easements in General Common Elements

The Council or Owner Developer may grant from time to time specific easements, rights of way, licenses, leases in excess of one (1) year, and similar interests affecting the General Common Elements of the Condominium if the grant is approved by the affirmative vote of Unit Owners having 66.66% or more of the votes assigned to the Condominium Units by this Declaration and the express written consent of the mortgagees holding an interest in those Condominium Units as to which Unit Owners vote affirmatively. Any easement, right of way, license or similar interest granted by the Council hereunder shall state that the grant was approved by the Unit Owners having at least 66.66% of the votes and by the corresponding mortgagees.

ARTICLE TWENTY-ONE
Expansion of Condominium

The Condominium Regime is fully expanded and there will be no more Condominium Units annexed into the Condominium.

ARTICLE TWENTY-TWO
Amendment of Declaration

Except as provided in Article Twenty-Four, this Declaration may be amended as permitted by the Maryland Condominium Act and as herein permitted, subject to the requirements of Article XIV of the Bylaws.

ARTICLE TWENTY-THREE
Owner Developer

As used herein "Owner Developer" shall mean The John Street Limited Partnership, a Maryland limited partnership, and its successors or assigns, and any other party to which it, or any subsequent owner, shall expressly assign its rights as Owner Developer by an instrument in writing recorded among the Land Records of Carroll County, State of Maryland. No Unit Owner, mortgagee, lessee or contract purchaser, merely by virtue of its status as such, shall be deemed to be the Owner Developer.

ARTICLE TWENTY-FOUR
Alteration And Repairs Of Condominium Units

With the exception of restorative work and minor improvements which the Owner Developer may make, no Unit Owner may make any changes in any Condominium Unit or the area included in any Condominium Unit or in any Limited Common Element if such change results in a change in the exterior appearance or historical character of the Condominium Unit or the Limited Common Elements; provided, however, that changes may be made after the proposed changes have been submitted in advance to, and approved by, the appropriate County

agencies, the Maryland Historical Trust, and the Council. Notwithstanding the foregoing restrictions regarding changes to the Condominium Units, changes may not be in contravention of the City of Westminster Zoning Regulations regarding nonconforming uses, as amended from time to time. Neither the Owner Developer nor a Unit Owner shall amend this Article Twenty-Four.

ARTICLE TWENTY-FIVE
Eminent Domain

25.1 In this paragraph, the term "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding.

25.2 This Declaration provides for an allocation of any award for a taking under the power of eminent domain of all or a part of the Condominium. This Declaration also provides for (1) reapportionment or other change of the Percentage Interests appurtenant to each Condominium Unit remaining after taking, (2) the rebuilding, relocation or restoration of any improvements so taken in whole or in part, and (3) the termination of the Condominium Regime following any taking.

25.3 The Council shall represent the Unit Owners in any condemnation proceeding to the extent said condemnation pertains to all or any part of the General Common Elements, except that each Unit Owner shall be entitled to assert a separate claim for the consequential damages to his Condominium Unit resulting from said condemnation.

25.4 Unless otherwise provided in this Declaration, any damages for a taking of all or part of a Condominium Unit or the Common Elements shall be awarded as follows:

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

25.4.2 Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Condominium Units to which the use of those Limited Common Elements is restricted in proportion to their respective percentage interests in the Limited Common Elements.

25.4.3 Any award for the taking of General Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

25.5 Unless otherwise provided in this Declaration, following the taking of a part of the Condominium, the Council shall not be obligated to replace improvements taken but promptly shall undertake to restore the remaining improvements of the Condominium to a safe and habitable condition. Any costs of such restoration shall be a Common Expense.

25.6 Unless otherwise provided in this Declaration, following the taking of all or a part of any Condominium Unit, the Percentage Interests appurtenant to the Condominium Unit shall be adjusted in proportion as the amount of floor area of the Condominium Unit so taken bears to the floor area of the Condominium Unit prior to the taking. Those Condominium Units not subject to the taking shall have their respective Percentage Interests adjusted accordingly, by computing the revised Percentage Interest of each such Condominium Unit as the percentage of square feet for each such Condominium Unit after the taking to the total square footage of all Condominium Units after the taking, thereby assuring that the total Percentage Interest for all

Condominium Units will always equal one hundred percent (100%). The Council promptly shall prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Condominium Units. Subject to Section 25.8 below, (1) following the taking of part of a Condominium Unit the votes appurtenant to that Condominium Unit shall be appurtenant to the remainder of that Condominium Unit, and (2) following the taking of all of a Condominium Unit the right to vote appurtenant to the Condominium Unit shall terminate.

25.7 All damages for each Condominium Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Condominium Unit.

25.8 Except to the extent specifically described in the Condemnation Declaration or grant in lieu thereof, a taking of all or part of a Condominium Unit may not include any of the Percentage Interests or votes appurtenant to the Condominium Unit.

25.9 Any Mortgagee (as defined in the Bylaws) shall, upon written request to the Council, be entitled to timely written notice of a taking under the power of eminent domain.

25.10 Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications, unless the approval of the Mortgagees, to which at least 51% of the votes of Condominium Units are allocated, is obtained.

ARTICLE TWENTY-SIX
Termination

Each Unit Owner in John Street Condominiums covenants and agrees that abandonment or termination of the Condominium Regime is subject solely to and shall be accomplished in strict accordance with the Maryland Condominium Act. A Mortgagee or insurer of a first lien mortgage or deed of trust secured by a Condominium Unit, upon written request to the Council, shall be entitled to timely written notice of the proposed termination of the Condominium Regime. The consent of Unit Owners to which at least 67% of the votes are allocated and the approval of the Mortgagees to which at least 67% of the votes of the Condominium Units subject to a mortgage appertain, shall be required to terminate the Condominium Regime.

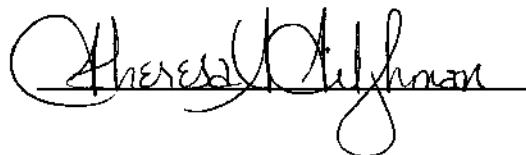
ARTICLE TWENTY-SEVEN
Exhibits


All exhibits attached to this Declaration are deemed to be a part of this Declaration.

WITNESS the hand and seal of the Owner Developer, The John Street Family Limited Partnership, a Maryland limited partnership, the day and year first above written.

WITNESS/ATTEST:

**The John Street Family Limited Partnership,
a Maryland limited partnership
By: Robyn Properties, Inc. General Partner**



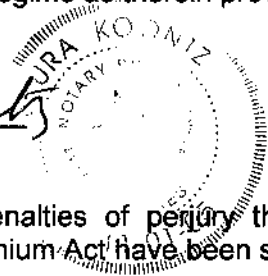
By: 
Nicholas M. Pirone III, General Managing Partner

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 19th day of May, 2005, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nicholas M. Pirone III, who acknowledged himself to be the President of the General Partner of The John Street Family Limited Partnership, and that he, as such Partner of the General Partner, being authorized so to do, acknowledged the foregoing Declaration to be the act and deed of said partnership, and that he executed the foregoing Declaration for the purposes therein contained, by signing the name of the partnership by himself as the President of the General Partner, and that the said Declaration was executed and is to be recorded solely for the purposes of establishing a Condominium Regime as therein provided.

AS WITNESS my hand and Notarial Seal.

Notary Public: *Diana Probst*
My Commission Expires: 11/1/05



I HEREBY AFFIRM under the penalties of perjury that the notice requirements of Section 11.102.1 of the Maryland Condominium Act have been satisfied.

WITNESS/ATTEST:

The John Street Family Limited Partnership,
a Maryland limited partnership

By: Robyn Properties, Inc., General Partner

Asherel Dickman

By: *[Signature]*
Nicholas M. Pirone III, President

AFTER RECORDING, PLEASE RETURN TO:

Tracey E. Skinner, Esquire
2 N. Charles Street, Suite 500
Baltimore, Maryland 21201

JUL 2005

JOHN STREET CONDOMINIUMS**EXHIBIT A**
Legal Description

All of that property shown as Lot #1A on a record plat entitled "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County, Maryland in Plat Book 48, Page 273 on March 7, 2005.

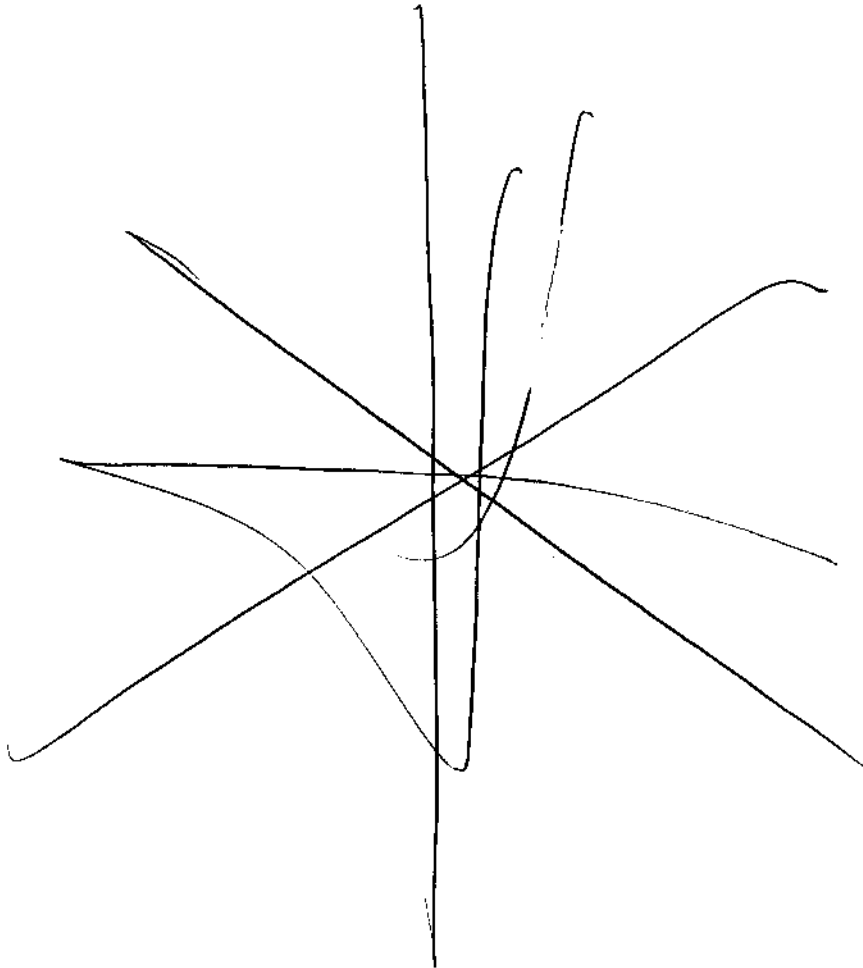
Together with and subject to a Deed of Easement granted to the Maryland Historical Trust, dated December 23, 1983, and recorded among the Land Records of Carroll County, Maryland in Liber 852, Folio 830 on December 29, 1983.

Being part of the same leasehold property granted and conveyed to the John Street Limited Partnership by Renovation Limited Partnership-I, a Maryland limited partnership, by a Deed of Assignment dated February 2, 1996 and recorded among the Land Records of Carroll County, Maryland in Liber 1774, Folio 752 on March 7, 1996.

Also intended to be the same, or part of the same, fee property granted and conveyed to the John Street Limited Partnership by a Deed in Redemption of Ground Rent, dated August 18, 2004, made by Cardinal William H. Keeler, for the Time Being and his Successors in the Archiepiscopal See of Baltimore According to the Discipline in Government of the Roman Catholic Church, a Corporation Sole, and recorded among the aforesaid Land Records in Liber 4120, folio 130, on August 27, 2004, said deed merging the fee and leasehold interests held by the John Street Limited Partnership.

JOHN STREET CONDOMINIUMS

EXHIBIT B
Zoning Compliance Letter





City of Westminster

KEVIN E. DAYHOFF
Mayor

CITY COUNCIL
Danzon L. Halstad
President

Suzanne P. Albert
Roy L. Chiavacci
Thomas K. Ferguson
Robert P. Wack

P.O. BOX 710
WESTMINSTER, MARYLAND 21158
TELEPHONE:
Local (410) 848-9000
Baltimore Line (410) 876-1313
TTY: (410) 857-8290
FAX: (410) 876-0299

Thomas B. Beyard
Director of Planning & Public Works
Roger G. Jonekus
Chief of Police
Laurell E. Taylor
City Clerk
Joseph D. Urban, MBA, CPA
Director of Finance

March 5, 2004

Mr. Nick Pirone
c/o John Street Family Limited Partnership
5820 Johnnycake Road, Suite 301
Baltimore, Maryland 21207

Re: 46, 48, 50, 52, 54, 56, and 56 1/2 John St., Westminster, Maryland

Dear Mr. Pirone:

This certifies that the above properties lie within the corporate limits of the City of Westminster and that the properties can be converted into condominiums in compliance with the zoning regulations of Westminster. Please feel free to contact me if you need any further information.

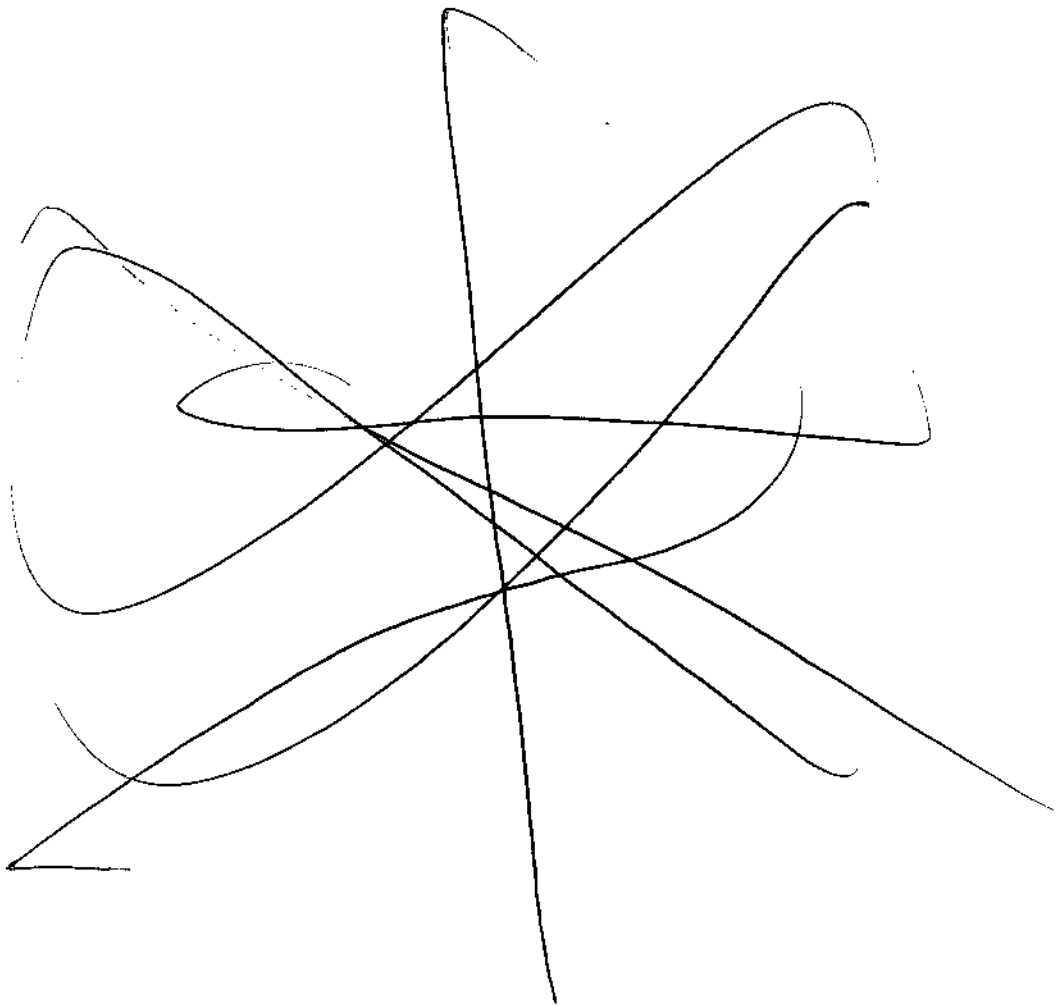
Very truly yours,

Laurell E. Taylor

JOHN STREET CONDOMINIUMS

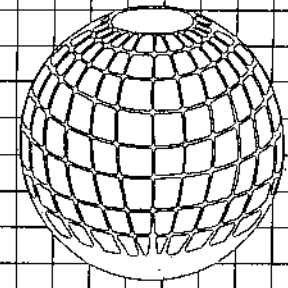
EXHIBIT C

Description of Units and Common Elements



BOOK 4433 PAGE 008911
LEON A. PODOLAK AND ASSOCIATES, L.L.C.
SURVEYING AND CIVIL ENGINEERING

63 EAST MAIN STREET, P.O. BOX 266
WESTMINSTER, MARYLAND 21157
TELEPHONES: 410-848-2229 410-876-1226



DESCRIPTION OF UNIT #46 OF THE JOHN STREET CONDOMINIUM REGIME

The structural dimensions and three dimensional space that define the boundaries of Unit #46 are graphically depicted on a Condominium Plat entitled "*John Street Condominiums*," prepared by Leon A. Podolak and Associates L.L.C. and recorded among the Land Records of Carroll County in Plat Book 49 Pages 29.

COMMON ELEMENTS

The Limited Common Element (LCE) reserved for the exclusive use of Unit #46 is as follows:

The land under the basement of the unit together with a backyard, being more particularly described as follows: Beginning for the same at the beginning of the first or North 40 degree East 8.0 perch line of Lot No. 25, as laid out and shown on a plat recorded among the Land Records of Carroll County in Liber GEW 29 Folio 224, and which by deed dated August 26, 1953, and recorded among said Land Records in Liber EAS 224 Folio 174, was conveyed by the Safe Deposit and Trust Company of Baltimore, Executor under the last will and testament of David Snider Babylon, to Thomas Cover Babylon and Safe Deposit and Trust Company of Baltimore, Trustees under the last will and testament of David Snider Babylon; said point also being designated as point number 101 on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book 48 Page 273, thence leaving said place of beginning and running with and binding on a portion of said first line, as now surveyed and referring all bearings of this description to the Maryland Coordinate System (NAD 27),

- 1.) North 37 degrees 25 minutes 45 seconds East 15.35 feet to a point at the beginning of the LCE reserved for the exclusive use of Unit #48 (land under the basement and a backyard), thence running with and binding reversely on the 6th line of said LCE,
- 2.) South 52 degrees 34 minutes 17 seconds East 114.62 feet to a point and to intersect the South 37 degrees 25 minutes 45 seconds West 132.00 feet line between points 103 and 102 on said Amended Plat at the distance of 15.35 feet from its end, thence running with and binding on the remaining portion of said line
- 3.) South 37 degrees 25 minutes 45 seconds West 15.35 feet to an iron pin on the fourth line of the aforementioned deed at a distance of 236.83 feet from its beginning, thence running with and binding on the remaining portion of the said fourth line

4.) North 52 degrees 34 minutes 17 seconds West 114.62 feet to the place of beginning.

Containing 1759.4 Square Feet, or 0.0404 Acres of Land, more or less.

The Unit and the Limited Common Element as described are part of Lot #1A, as depicted on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book 48 Page 273.

Together with and subject to a deed of easement granted to the Maryland Historical Trust, dated December 23, 1983, and recorded among the Land Records of Carroll County in Liber 852 Page 830.

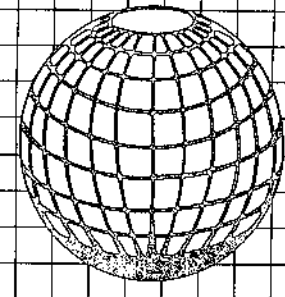


Cynthia B. Bowden
12-10-04

CARROLL COUNTY CIRCUIT COURT (Land Records) LWS 4433, p. 0090, MSA_CE56_4420. Date available 06/07/2005. Printed 08/05/2024.

BOOK 11 33 PAGE 0091
LEON A. PODOLAK AND ASSOCIATES, L.L.C.
SURVEYING AND CIVIL ENGINEERING

63 EAST MAIN STREET, P.O. BOX 266
WESTMINSTER, MARYLAND 21157
TELEPHONES: 410-848-2229 410-876-1226



DESCRIPTION OF UNIT #48 OF THE JOHN STREET CONDOMINIUM REGIME

The structural dimensions and three dimensional space that define the boundaries of Unit #48 are graphically depicted on a Condominium Plat entitled "John Street Condominiums," prepared by Leon A. Podolak and Associates L.L.C. and recorded among the Land Records of Carroll County in Plat Book 49 Pages 29.

COMMON ELEMENTS

The Limited Common Element (LCE) reserved for the exclusive use of Unit #48 is as follows:

The land under the basement of the unit together with a backyard, being more particularly described as follows: Beginning for the same at a point 15.35 feet from the beginning of the North 40 degree East 8.0 perch line of Lot No. 25, as laid out and shown on a plat recorded among the Land Records of Carroll County in Liber GEW 29, Folio 224, said point being also 15.35 feet from the beginning of the land which by deed dated August 26, 1953, and recorded among said Land Records in Liber EAS 224, Folio 174, was conveyed by the Safe Deposit and Trust Company of Baltimore, Executor under the last will and testament of David Snider Babylon, to Thomas Cover Babylon and Safe Deposit and Trust Company of Baltimore, Trustees under the last will and testament of David Snider Babylon; said point also being North 37 degrees 25 minutes 45 seconds East 15.35 feet from point number 101 on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004 and recorded among the Land Records of Carroll County in Plat Book 48 Page 273, thence leaving said place of beginning and running with and binding on a portion of the said first line, as now surveyed and referring all bearings of this description to the Maryland Coordinate System (NAD 27),

- 1.) North 37 degrees 25 minutes 45 seconds East 15.15 feet to a point at the beginning of an LCE reserved for the exclusive use of Units #48 and #50, over an existing concrete walkway, said LCE more particularly described below, thence running with and binding reversely on said LCE two courses, viz:
- 2.) South 52 degrees 34 minutes 17 seconds East 50.00 feet to a point, and thence
- 3.) North 37 degrees 25 minutes 45 seconds East 1.85 feet to a point and to meet the LCE reserved for the exclusive use of Unit #50 (backyard), thence running with and binding on said LCE
- 4.) South 52 degrees 34 minutes 17 seconds East 64.62 feet to a point and to intersect the South 37 degrees 25 minutes 45 seconds West 132.00 feet line between points 103 and 102 on said

CARROLL COUNTY CIRCUIT COURT (Land Records) LWS 4433, p. 0091, MSA_CE56_4420. Date available 06/07/2005. Printed 08/05/2024.

Amended Plat at the distance of 32.35 feet from its end, thence running with and binding on a portion of said line

5.) South 37 degrees 25 minutes 45 seconds West 17.00 feet to a point and to meet the LCE reserved exclusively for Unit #46 (backyard and land under the basement), thence running with and binding on said LCE

6.) North 52 degrees 34 minutes 17 seconds West 114.62 feet to the place of beginning.

Containing 1856.0 Square Feet, or 0.0426 Acres of Land, more or less.

The Limited Common Element (LCE) reserved exclusively for Units #48 and #50 is as follows:

An existing concrete walkway between Units #48 and #50, being more particularly described as follows: Beginning for the same at the end of the first line of the LCE reserved for the exclusive use of Condominium Unit #48, as previously described, thence running with and binding on the second line of said LCE,

1.) South 52 degrees 34 minutes 17 seconds East 50.00 feet to a point, thence running with and binding in part on the 3rd line of said LCE for Unit 48, and in part reversely with the 5th line of the LCE for #50, in all

2.) North 37 degrees 25 minutes 45 seconds East 3.7 feet to a point, thence running with and binding on the LCE reserved exclusively for Unit #50 (backyard and land under the basement)

3.) North 52 degrees 34 minutes 17 seconds West 50.00 feet to a point, thence

4.) South 37 degrees 25 minutes 45 seconds West 3.7 feet to the point of beginning.

Containing 185.0 Square Feet, or 0.0042 Acres, of Land, more or less.

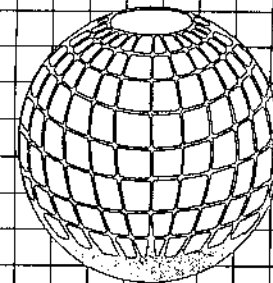
The Unit and the Limited Common Elements as described are part of Lot #1A, as depicted on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004 and recorded among the Land Records of Carroll County in Plat Book 48 Page 273.

Together with and subject to a deed of easement granted to the Maryland Historical Trust, dated December 23, 1983, and recorded among the Land Records of Carroll County in Liber 852 Folio 830.


Cynthia Baxter Bunn
12-10-04

BOOK 11 11 3 3 PAGE 010 9 31
LEON A. PODOLAK AND ASSOCIATES, L.L.C.
SURVEYING AND CIVIL ENGINEERING

63 EAST MAIN STREET, P.O. BOX 266
WESTMINSTER, MARYLAND 21157
TELEPHONES: 410-848-2229 410-876-1226



DESCRIPTION OF UNIT #50 OF THE JOHN STREET CONDOMINIUM REGIME

The structural dimensions and three dimensional space that define the boundaries of Unit #50 are graphically depicted on a Condominium Plat entitled "*John Street Condominiums*," prepared by Leon A. Podolak and Associates L.L.C. and recorded among the Land Records of Carroll County in Plat Book 49 Pages 30.

COMMON ELEMENTS

The Limited Common Element (LCE) reserved for the exclusive use of Unit #50 is as follows:

The land under the basement of the unit together with a backyard, being more particularly described as follows: Beginning for the same at the distance of 32.35 feet from the beginning of the first or North 40 degree East 8.0 perch line of Lot No. 25, as laid out and shown on a plat recorded among the Land Records of Carroll County in Liber GEW 29 Folio 224, and which by deed dated August 26, 1953, and recorded among said Land Records in Liber EAS 224 Folio 174, was conveyed by the Safe Deposit and Trust Company of Baltimore, Executor under the last will and testament of David Snider Babylon, to Thomas Cover Babylon and Safe Deposit and Trust Company of Baltimore, Trustees under the last will and testament of David Snider Babylon; said point also being North 37 degrees 25 minutes 45 seconds East 32.35 feet from point number 101 on a record plat entitled, "Amended Plat of the Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book 48 Page 273, thence leaving said place of beginning and running with and binding on a portion of the said first line, as now surveyed and referring all bearings of this description to the Maryland Coordinate System (NAD 27),

- 1.) North 37 degrees 25 minutes 45 seconds East 15.25 feet to a point at the beginning of an LCE reserved exclusively for the use of Unit #52 (land under the basement and a backyard), thence running with and binding reversely on the 6th line of said LCE
- 2.) South 52 degrees 34 minutes 17 seconds East 114.62 feet to a point and to intersect the South 37 degrees 25 minutes 45 seconds West 132.00 feet line between points 103 and 102 on said Amended Plat at the distance of 49.45 feet from its end, thence running with and binding on a portion of said line
- 3.) South 37 degrees 25 minutes 45 seconds West 17.10 feet to a point and to meet the LCE reserved exclusively for the use of Unit #48 (backyard), thence running with and binding on said LCE

4.) North 52 degrees 34 minutes 17 seconds West 64.62 feet to a point at the second line of an LCE reserved exclusively for the use of Units #48 and 50, over an existing concrete walkway, said LCE being more particularly described below, thence running with and binding reversely on said LCE two courses, viz:

5.) North 37 degrees 25 minutes 45 seconds East 1.85 feet to a point, and thence

6.) North 52 degrees 34 minutes 17 seconds West 50.00 feet to the place of beginning.

Containing 1867.5 Square Feet, or 0.0429 Acres, of Land, more or less.

The Limited Common Element (LCE) reserved exclusively for Units #48 and #50 is as follows:

An existing concrete walkway between Units #48 and #50, being more particularly described as follows: Beginning for the same at the end of the first line of the LCE reserved for the exclusive use of Condominium Unit #48, as previously described, thence running with and binding on the second line of said LCE,

1.) South 52 degrees 34 minutes 17 seconds East 50.00 feet to a point, thence running with and binding in part on the 3rd line of said LCE for Unit 48, and in part reversely with the 5th line of the LCE for #50, in all

2.) North 37 degrees 25 minutes 45 seconds East 3.7 feet to a point, thence running with and binding on the LCE reserved exclusively for Unit #50 (backyard and land under the basement)


3.) North 52 degrees 34 minutes 17 seconds West 50.00 feet to a point, thence

4.) South 37 degrees 25 minutes 45 seconds West 3.7 feet to the point of beginning.

Containing 185.0 Square Feet, or 0.0042 Acres, of Land, more or less.

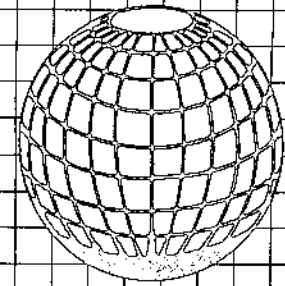
The Unit and the Limited Common Elements as described are part of Lot #1A, as depicted on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book 48 Page 273.

Together with and subject to a deed of easement granted to the Maryland Historical Trust, dated December 23, 1983, and recorded among the Land Records of Carroll County in Liber 852 Folio 830.


Cynthia L. Boudier
12-10-04

LEON A. PODOLAK AND ASSOCIATES, L.L.C.
SURVEYING AND CIVIL ENGINEERING

63 EAST MAIN STREET, P.O. BOX 266
 WESTMINSTER, MARYLAND 21157
 TELEPHONES: 410-848-2229 410-876-1226



DESCRIPTION OF UNIT #52 OF THE JOHN STREET CONDOMINIUM REGIME

The structural dimensions and three dimensional space that define the boundaries of Unit #52 are graphically depicted on a Condominium Plat entitled "*John Street Condominiums*," prepared by Leon A. Podolak and Associates L.L.C. and recorded among the Land Records of Carroll County in Plat Book 49 Page 30.

COMMON ELEMENTS

The Limited Common Element (LCE) reserved for the exclusive use of Unit #52 is as follows:

The land under the basement of the unit together with a backyard, being more particularly described as follows: Beginning for the same at a point 49.45 feet from the beginning of the first or North 40 degree East 8.0 perch line of Lot No. 25, as laid out and shown on a plat recorded among the Land Records of Carroll County in Liber GEW 29 Folio 224 and which by deed dated August 26, 1953, and recorded among said Land Records in Liber EAS 224 Folio 174, was conveyed by the Safe Deposit and Trust Company of Baltimore, Executor under the last will and testament of David Snider Babylon, to Thomas Cover Babylon and Safe Deposit and Trust Company of Baltimore; said point being also North 37 degrees 25 minutes 45 seconds East 49.45 feet from point number 101 on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book ___ Page ___, thence leaving said place of beginning and running with and binding on a portion of the said first line, as now surveyed and referring all bearings of this description to the Maryland Coordinate System (NAD 27),

- 1.) North 37 degrees 25 minutes 45 seconds East 15.15 feet to a point at the beginning of an LCE reserved for the exclusive use of Units #52 and #54, over an existing concrete walkway, said LCE being more particularly described below, thence running with and binding reversely on said LCE, the two following courses, viz:
- 2.) South 52 degrees 34 minutes 17 seconds East 50.00 feet to a point, thence
- 3.) North 37 degrees 25 minutes 45 seconds East 1.85 feet to a point and to intersect the LCE reserved for the exclusive use of Unit #54 (backyard), thence running with and binding on said LCE,
- 4.) South 52 degrees 34 minutes 17 seconds East 64.62 feet to a point and to intersect the South 37 degrees 25 minutes 45 seconds West 132.00 feet line between points 103 and 102 on said

Amended Plat at the distance of 66.45 from its end, thence running with and binding on a portion of said line,

5.) South 37 degrees 25 minutes 45 seconds West 17.00 feet to a point and to meet the LCE reserved exclusively for Unit #50 (backyard), thence running with and binding on said LCE

6.) North 52 degrees 34 minutes 17 seconds West 114.62 feet to the place of beginning.

Containing 1856.0 Square Feet, or 0.0426 Acres, of Land, more or less.

The Limited Common Element (LCE) reserved exclusively for Units #52 and #54 is as follows:

An existing concrete walkway between Units #52 and #54, being more particularly described as follows: Beginning for the same at the end of the first line of the LCE reserved exclusively for Unit #52, thence running with and binding on the second line of said LCE,

1.) South 52 degrees 34 minutes 17 seconds East 50.00 feet to a point, thence running with and binding in part with the LCE for Unit #52, and in part with the LCE for Unit #54, in all

2.) North 37 degrees 25 minutes 45 seconds East 3.70 feet to a point, thence running with and binding on the LCE reserved exclusively for Unit #54 (backyard and land under the basement),

3.) North 52 degrees 34 minutes 17 seconds West 50.00 feet to a point, thence

4.) South 37 degrees 25 minutes 45 seconds West 3.70 feet to the point of beginning.

Containing 185.0 Square Feet, or 0.0042 Acres, of Land, more or less.

The Unit and the Limited Common Elements as described are part of Lot #1A, as depicted on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book 48 Page 273.

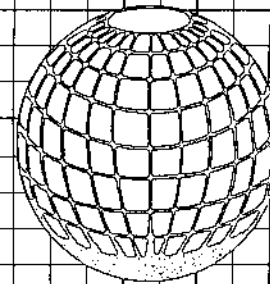
Together with and subject to a deed of easement granted to the Maryland Historical Trust, dated December 23, 1983, and recorded among the Land Records of Carroll County in Liber 852 Folio 830.


Cynthia A. Bolder
12-10-04

BOOK 44 P 3 PAGE 0097
LEON A. PODOLAK AND ASSOCIATES, L.L.C.

SURVEYING AND CIVIL ENGINEERING

63 EAST MAIN STREET, P.O. BOX 266
WESTMINSTER, MARYLAND 21157
TELEPHONES: 410-848-2229 410-876-1226



DESCRIPTION OF UNIT #54 OF THE JOHN STREET CONDOMINIUM REGIME

The structural dimensions and three dimensional space that define the boundaries of Unit #54 are graphically depicted on a Condominium Plat entitled "*John Street Condominiums*," prepared by Leon A. Podolak and Associates L.L.C. and recorded among the Land Records of Carroll County in Plat Book 49 Page 31.

COMMON ELEMENTS

The Limited Common Element (LCE) reserved for the exclusive use of Unit #54 is as follows:

The land under the basement of the unit, together with a backyard, being more particularly described as follows: Beginning for the same at a the distance of 68.30 feet from the beginning of the first or North 40 degree East 8.0 perch line of Lot No. 25, as laid out and shown on a plat recorded among the Land Records of Carroll County in Liber GEW 29 Folio 224, and which by deed dated August 26, 1953, and recorded among said Land Records in Liber EAS 224 Folio 174, was conveyed by the Safe Deposit and Trust Company of Baltimore, Executor under the last will and testament of David Snyder Babylon, to Thomas Cover Babylon and Safe Deposit and Trust Company of Baltimore, Trustees under the last will and testament of David Snider Babylon; said point being also North 37 degrees 25 minutes 45 seconds East 68.30 feet from point number 101 on a record plat entitled, "Amended Plat of the Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book 48 Page 273, thence leaving said place of beginning and running with and binding on a portion of the said first line, as now surveyed and referring all bearings of this description to the Maryland Coordinate System (NAD 27),

- 1.) North 37 degrees 25 minutes 45 seconds East 15.35 feet to a point at the beginning of an LCE reserved for the exclusive use of Unit #56 (land under the basement and backyard), thence running with and binding reversely on the 4th line of said LCE
- 2.) South 52 degrees 34 minutes 17 seconds East 114.62 feet to a point and to interscet the South 37 degrees 25 minutes 45 seconds West 132.00 feet line between points 103 and 102 of said Amended Plat at the distance of 66.45 feet from its end, thence running with and binding on a portion of said line,
- 3.) South 37 degrees 25 minutes 45 seconds West 17.20 feet to a point and to meet the LCE reserved exclusively for the use of Unit #52 (backyard), thence running with and binding on said LCE,

4.) North 52 degrees 34 minutes 17 seconds West 64.62 feet to a point at the end of 1.85 feet from the beginning of the second line of an LCE reserved exclusively for the use of Units #52 and #54, over an existing concrete walkway, said LCE being more particularly described below, thence running with and binding reversely on said LCE two courses, viz:

5.) North 37 degrees 25 minutes 45 seconds East 1.85 feet to a point, and thence

6.) North 52 degrees 34 minutes 17 seconds West 50.00 feet to the place of beginning.

Containing 1879.0 Square Feet, or 0.0431 Acres, of Land, more or less.

The Limited Common Element (LCE) reserved exclusively for Units 52 and #54 is as follows:

An existing concrete walkway between Units #52 and #54, being more particularly described as follows: Beginning for the same at the end of the first line of the LCE reserved exclusively for Unit #52, thence running with and binding on the second line of said LCE,

1.) South 52 degrees 34 minutes 17 seconds East 50.00 feet to a point, thence running with and binding in part with the LCE for Unit #52, and in part with the LCE for Unit #54, in all

2.) North 37 degrees 25 minutes 45 seconds East 3.70 feet to a point, thence running with and binding on the LCE reserved exclusively for Unit #54 (backyard and land under the basement),

3.) North 52 degrees 34 minutes 17 seconds West 50.00 feet to a point, thence

4.) South 37 degrees 25 minutes 45 seconds West 3.70 feet to the point of beginning.

Containing 185.0 Square Feet, or 0.0042 Acres, of Land, more or less.

The Unit and the Limited Common Elements as described are part of Lot #1A, as depicted on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004 and recorded among the Land Records of Carroll County in Plat Book 48 Page 273.

Together with and subject to a deed of easement granted to the Maryland Historical Trust, dated December 23, 1983, and recorded among the Land Records of Carroll County in Liber 852 Folio 830.

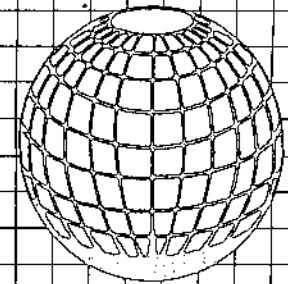


Cynthia B. Bowden
12-10-04

CARROLL COUNTY CIRCUIT COURT (Land Records) LWS 4433, p. 0098, MSA_CE56_4420. Date available 06/07/2005. Printed 08/05/2024.

LEON A. PODOLAK AND ASSOCIATES, L.L.C.
SURVEYING AND CIVIL ENGINEERING

63 EAST MAIN STREET, P.O. BOX 266
 WESTMINSTER, MARYLAND 21157
 TELEPHONES: 410-848-2229 410-876-1226



DESCRIPTION OF UNIT #56 OF THE JOHN STREET CONDOMINIUM REGIME

The structural dimensions and three dimensional space that define the boundaries of Unit #56 are graphically depicted on a Condominium Plat entitled "*John Street Condominiums*," prepared by Leon A. Podolak and Associates L.L.C. and recorded among the Land Records of Carroll County in Plat Book 49 Page 31.

COMMON ELEMENTS

The Limited Common Element reserved for the exclusive use of Unit #56 is as follows:

The land under the basement of the unit together with a backyard, being more particularly described as follows: Beginning for the same at the distance of 83.65 feet from the beginning of the first or North 40 degree East 8.0 perch line of Lot No. 25, as laid out and shown on a plat recorded among the Land Records of Carroll County in Liber GEW 29 Folio 224 and which by deed dated August 26, 1953, and recorded among said Land Records in Liber EAS 224 Folio 174, was conveyed by the Safe Deposit and Trust Company of Baltimore, Executor under the last will and testament of David Snider Babylon, to Thomas Cover Babylon and Safe Deposit and Trust Company of Baltimore, Trustees under the last will and testament of David Snider Babylon; said point being also 83.65 feet from point number 101 on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book 48 Page 273, thence leaving said place of beginning and running with and binding on a portion of the said first line, as now surveyed and referring all bearings of this description to the Maryland Coordinate System (NAD 27)

- 1.) North 37 degrees 25 minutes 45 seconds East 20.65 feet to a point at the end of an LCE reserved exclusively for the use of Unit #56 $\frac{1}{2}$, thence running with and binding reversely on the 4th line of said LCE,
- 2.) South 52 degrees 34 minutes 17 seconds East 114.62 feet to a point and to intersect the South 37 degrees 25 minutes 45 seconds West 132.00 feet line between points 103 and 102 on said Amended Plat at the distance of 27.7 feet from its beginning, thence running with and binding on a portion of said line,
- 3.) South 37 degrees 25 minutes 45 seconds West 20.65 feet to a point and to meet the LCE reserved exclusively for Unit #54 (backyard and land under the basement), thence running with and binding on said LCE
- 4.) North 52 degrees 34 minutes 17 seconds West 114.62 feet to the place of beginning.

Containing 2366.90 Square Feet, or 0.05444 Acres, of Land, more or less.

The Unit and Limited Common Elements as described are part of Lot #1A as depicted on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004 and recorded among the Land Records of Carroll County in Plat Book 48 Page 273.

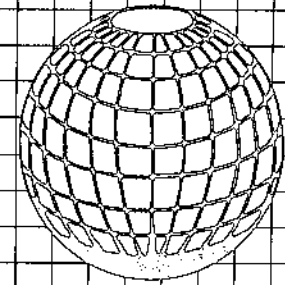
Together with and subject to a deed of easement granted to the Maryland Historical Trust, dated December 23, 1983, and recorded among the Land Records of Carroll County in Liber 852 Page 830.



Cynthia B. Bowden
12-10-04

BOOK 4433 PAGE 01011
LEON A. PODOLAK AND ASSOCIATES, L.L.C.
SURVEYING AND CIVIL ENGINEERING

63 EAST MAIN STREET, P.O. BOX 266
WESTMINSTER, MARYLAND 21157
TELEPHONES: 410-848-2229 410-876-1226



DESCRIPTION OF UNIT #56 1/2 OF THE JOHN STREET CONDOMINIUM REGIME

The structural dimensions and three dimensional space that define the boundaries of Unit #56 1/2 are graphically depicted on a Condominium Plat entitled "*John Street Condominiums*," prepared by Leon A. Podolak and Associates L.L.C. and recorded among the Land Records of Carroll County in Plat Book 49 Page 32.

COMMON ELEMENTS

The Limited Common Element (LCE) reserved exclusively for the use of Unit #56 1/2 is as follows

The land under the basement and crawl space of the unit together with a backyard, more particularly described as follows: Beginning for the same at a point 104.30 feet from the beginning of the first or North 40 degree East 8.0 perch line of Lot No. 25, as laid out and shown on a plat recorded among the Land Records of Carroll County in Liber GEW 29 Folio 224 and which by deed dated August 26, 1953 and recorded among said Land Records in Liber EAS 224 Folio 174, was conveyed by the Safe Deposit and Trust Company of Baltimore, Executor under the last will and testament of David Snider Babylon, to Thomas Cover Babylon and Safe Deposit and Trust Company of Baltimore, Trustees under the last will and testament of David Snider Babylon; said point also being 104.30 feet from point number 101 on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book 48 Page 273, thence leaving said place of beginning and running with and binding on the remainder of said first line, as now surveyed and referring all bearings of this description to the Maryland Coordinate System (NAD 27)


- 1.) North 37 degrees 25 minutes 45 seconds East 27.70 feet to point 104 on said Amended Plat, thence running with and binding on a portion of the second line of the aforementioned deed, and also running with and binding on said Amended Plat
- 2.) South 52 degrees 34 minutes 17 seconds East 114.62 feet to an iron pin, point 103 on said Amended Plat, thence running with and binding on a portion of the South 37 degrees 25 minutes 45 seconds West 132.00 feet line between points 103 and 102 on said Amended Plat, thence running with and binding on a portion of said line
- 3.) South 37 degrees 25 minutes 45 seconds West 27.70 feet to a point and to meet the LCE reserved exclusively for Unit #56 (backyard and land under the basement), thence running with and binding on said LCE

4.) North 52 degrees 34 minutes 17 seconds West 114.62 feet to the place of beginning.

Containing 3175.0 Square Feet, or 0.0729 Acres, of Land, more or less.

The Unit and the Limited Common Element as described are part of Lot #1A as depicted on a record plat entitled, "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County in Plat Book 48 Page 273.

Together with and subject to a deed of easement granted to the Maryland Historical Trust, dated December 23, 1983, and recorded among the Land Records of Carroll County in Liber 852 Folio 830.

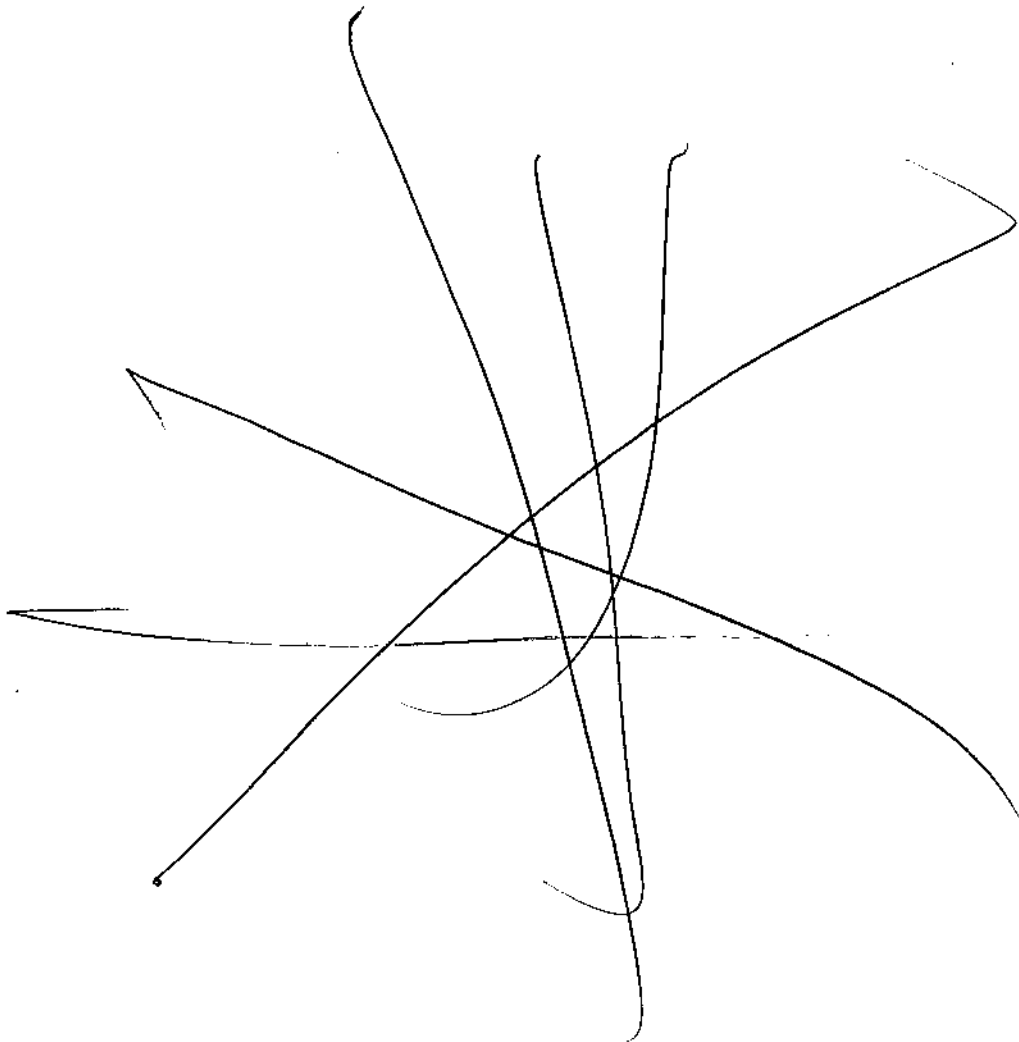


Cynthia B. Bowden
12.10.04

JOHN STREET CONDOMINIUMS

EXHIBIT D

Percentage Interests, Common Expenses & Common Profits



The attached projected annual operating budget is based on estimates of costs and expenses, at present value, for one full year of operation of the Condominium. The budget is not intended to be and it should not be construed as a representation, guaranty or warranty of actual annual operating budgets of the Condominium. Actual costs and expenses are likely to increase in subsequent years due to inflationary factors and/or changes made by the Condominium's Council of Unit Owners and/or the Council's Board of Directors. The projected budget was developed to serve as an initial estimate of operating costs and expenses and should be not considered as an assurance that any subsequent year of operations will match these estimates.

The paid-in-surplus or working capital contribution (the "Initial Contribution to Working Capital") raised by collecting two times the estimated monthly assessment per Condominium Unit will be used for working capital. This working capital fund is a fund of the Council of Unit Owners of the Condominium, and the Initial Contribution to Working Capital shall not be refunded to any Unit Owner upon the sale of the Unit Owner's Condominium Unit.

<u>John Street Condo Budget</u>	<u>Unit</u>	<u>Sq. Ft.</u>	<u>% of Condo</u>	<u>Monthly Condo Fee</u>
Roof	46	1065	14.07%	\$86.76
Sidewalk	48	1065	14.07%	\$86.76
Painting	50	570	7.53%	\$46.43
Insurance	52	1560	20.61%	\$127.08
Management	54	570	7.53%	\$46.43
Maintenance	56	1560	20.61%	\$127.08
Accounting	56 1/2	1180	15.59%	\$96.13
Total		7570 sq. ft.	100.00%	

Total \$7,400

	<u>Cost</u>	<u>Life</u>	<u>Replaced</u>
Roof Replacement	\$10,000	12 years	2001
Sidewalk	\$3,000	10 years	2001
Painting	\$4,000	10 years	2001 * developer will paint this year

John Street Condo Budget

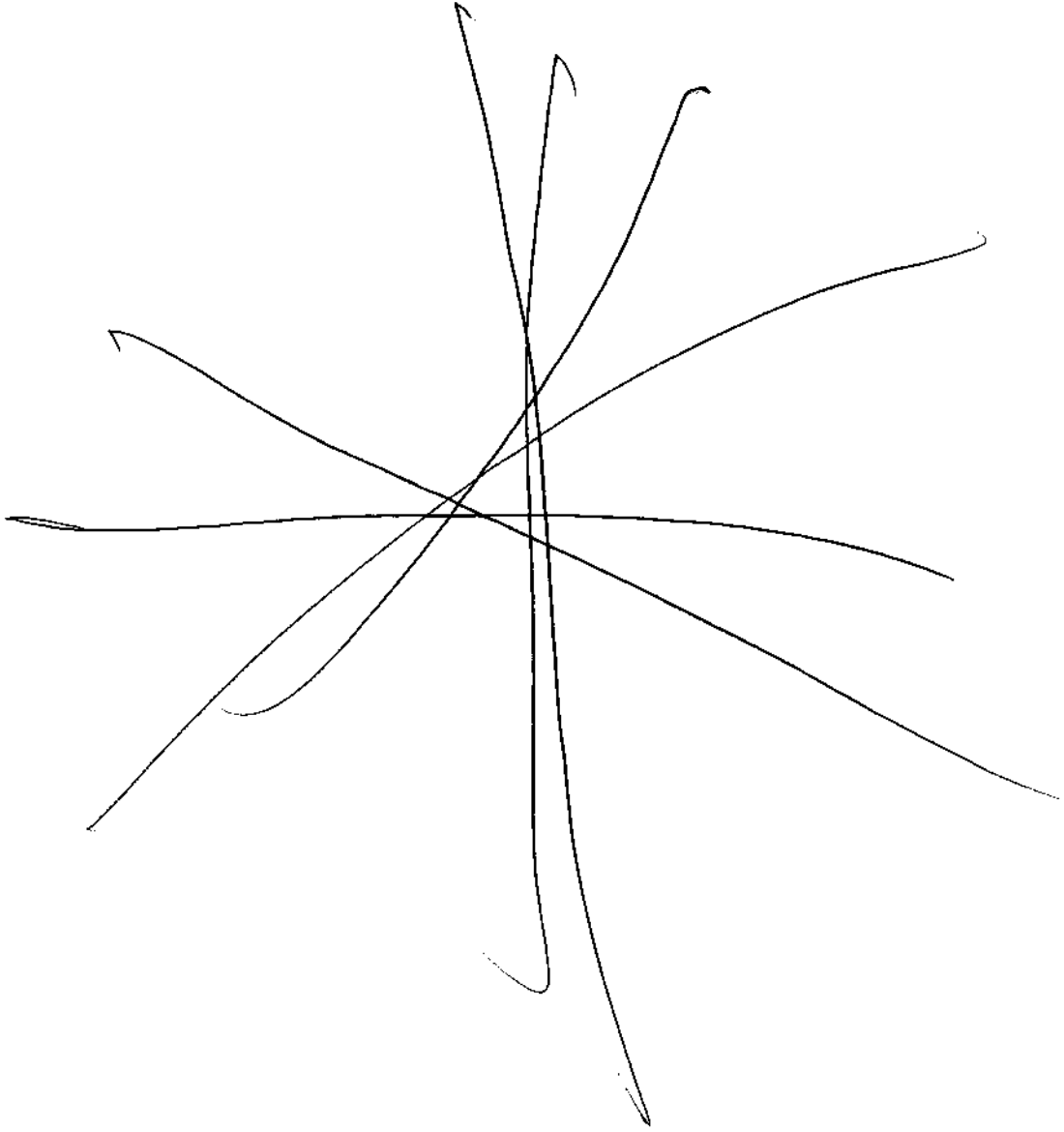
Units	<u>Income</u>
46	\$1,041
48	\$1,041
50	\$557
52	\$1,525
54	\$557
56	\$1,525
56 1/2	\$1,154
Total Income	\$7,400

Expenses

Accounting/Legal	\$500
Insurance	\$2,300
Management	\$2,400
Misc.	\$500
Reserve	
Roof	\$500
Sidewalk	\$300
Exterior Painting	\$900
Total Expenses	\$7,400

JOHN STREET CONDOMINIUMS

EXHIBIT E
Bylaws



**BY-LAWS
OF
JOHN STREET CONDOMINIUMS**

Article I – General Provisions

1. The Condominium
2. Name and Location
3. Applicability
4. Litigation

Article II – Council of Unit Owners

1. Council
2. Place of Meetings
3. Annual Meetings
4. Special Meetings
5. Notice of Meetings
6. Quorum
7. Adjourned Meetings
8. Voting
9. Proxies
10. Order of Business
11. Informal Action by Unit Owners
12. Roster of Members

Article III – Directors

1. Number and Qualifications
2. Initial Directors
3. Powers and Duties
4. Management Agent
5. Elections and Terms of Office
6. Vacancies
7. Removal of Directors
8. Compensation
9. Organizational Meeting
10. Regular Meetings
11. Special Meetings
12. Waiver of Notice
13. Quorum
14. Action without Meeting
15. Fidelity Bonds

Article IV – Officers

1. Designation
2. Election of Officers
3. Removal of Officers
4. President
5. Vice President
6. Secretary
7. Treasurer
8. Compensation

Article V – Liability and Indemnification of Officers and Directors

1. Liability and Indemnification of Officers and Directors
2. Common or Interested Directors

Article VI – Management

1. Management and Common Expenses
2. Management Agent
3. Duty to Maintain
4. Right of Entry
5. Easements/Rights of Way
6. Limitation of Liability

Article VII – Condominium Fees/Assessments

1. Annual Condominium Fees/Assessments
2. Special Assessments
3. Reserve for Replacements
4. Surplus Receipts
5. Non-Payment of Assessments
6. Assessment Certificates
7. Acceleration of Installments
8. Subordination and Mortgagee Protection

Article VIII – Use Restrictions

1. Residential Use
2. Occupancy/Conveyance
3. Prohibited Uses and Nuisances

Article IX – Architectural Standards

1. Architectural Standards Committee
2. Committee Review and Approval

Article X – Hearing Procedures

1. Statement of Purpose
2. Rules
3. Hearing and Comment
4. Right of Appeal
5. Effect of Rules
6. Dispute Settlement Mechanism

Article XI – Insurance

1. Master Insurance Policy
2. Unit Owner's Insurance Policy

Article XII – Casualty Damages

1. Use of Insurance Proceeds
2. Reallocation

Article XIII – Fiscal Management

1. Fiscal year
2. Books and Accounts
3. Auditing
4. Inspection of Books

Article XIV – Amendments

Article XV – Mortgagees

1. Mortgagee
2. Change in Fractional Interest in Common Elements
3. Right to Inspect Books
4. Notice of Meetings
5. Rental by Mortgagee
6. Notice of Loss or Taking

Article XVI – Compliance – Interpretation – Miscellaneous

1. Compliance
2. Conflict
3. Resident Agent
4. Severability
5. Waiver
6. Captions and Table of Contents
7. Gender/Plural/Defined Term

Exhibits

Exhibit A – Description of the Land

**BYLAWS
OF
JOHN STREET CONDOMINIUMS**

**ARTICLE I
General Provisions**

1. The Condominium. The John Street Family Limited Partnership (the "Owner Developer"), a Maryland limited partnership, owns, in fee simple, all that parcel of ground in Carroll County, Maryland, comprising 0.3474 of an acre of land, more or less (the "Land"), more particularly described in Exhibit A attached hereto and made a part hereof. Seven (7) historic dwelling units (the "Units") are located on the Land. The Land and the Units (collectively the "Property") have been converted to a Condominium Regime pursuant to the provisions of the Maryland Condominium Act, Title 11, Section 11-101, *et. seq.* of the Real Property Article of the Annotated Code of Maryland (2003, as amended) (the "Maryland Condominium Act"). The Condominium Regime is subject to and governed by (i) the Condominium Regime Declaration for John Street Condominiums (the "Declaration") (made by the Owner Developer on even date herewith and recorded or intended to be recorded among the Land Records of Carroll County, Maryland immediately prior hereto), (ii) the Condominium Plats referred to in the recitals and Section 1 of the Declaration (collectively the "Condominium Plat"), (iii) these Bylaws, (iv) the Maryland Condominium Act, and (iv) Section 5-201 *et seq.* of the Corporations and Associations Article of the Annotated Code of Maryland as those sections apply to a nonstock corporation and the Maryland General Corporation Law as addressed under said sections (collectively referred to herein as "Maryland Corporate Law").

2. Name and Location. The name of the Condominium Regime is John Street Condominiums (the "Condominium"). The Council of Condominium Unit Owners (the "Council") and its Board of Directors (the "Board", described below) shall be responsible for the administration of the Condominium. The principal office and mailing address of the Council is 5621 Old Frederick Road, Baltimore, Maryland 21228, provided that the Board may designate another mailing address upon majority vote.

3. Applicability. The provisions of these Bylaws shall apply to the Condominium, as more particularly described in Article Three of the Declaration, and to all property and improvements hereafter purchased by the Council or added to the Condominium. Notwithstanding the foregoing, the Condominium is fully expanded. All present and future Unit Owners (defined below), tenants and future tenants, and their employees and any other person that may at any time use the facilities of the Condominium in any manner are subject to the provisions of these Bylaws and the Declaration. The mere acquisition of title or rental of any Unit, now referred to as a "Condominium Unit" or the act of occupancy of any Condominium Unit shall evidence the acceptance and ratification of these Bylaws and the agreement to comply with the same by the person or persons acquiring title or renting the Condominium Unit.

In construing these Bylaws, and the government of the Condominium pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland (1999), as amended, pertaining to the government of non-stock corporations shall be considered as governing to the extent not inconsistent with the provisions of the Maryland Condominium Act, the Declaration and these Bylaws. The Council shall operate as if it was a corporation and the owners of the Condominium Units (the "Unit Owners") shall be considered its members. Notwithstanding the foregoing, the Council shall not be incorporated.

4. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Council unless approved by a vote of greater than fifty percent (50%) of the total votes present and voting appurtenant to all Condominium Units. This section shall apply to (a) actions brought by the Council to enforce the provisions of these Bylaws and the Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in the Declaration, and (c) counterclaims brought by the Council in proceedings instituted against it.

ARTICLE II

Council of Unit Owners

1. Council. As more particularly set forth in the Declaration, the Condominium is owned by all of the Unit Owners, who or which shall collectively comprise the Council; provided, however, that any person or entity which holds interest in any Condominium Unit solely as security for the performance of an obligation shall not be deemed a Unit Owner and thus not a member of the Council. The Council shall have all of the powers provided by law to promote the interests of the Condominium and those of the Unit Owners in relation to the Condominium. Unless expressly provided otherwise, the enumeration in these Bylaws of any particular powers shall not be to the exclusion of any other powers provided by law. The Council may delegate any of its powers or responsibilities to the Board, as set forth herein. The Board may delegate those powers or responsibilities to the officers of the Council and/or to a manager or property management company (the "Management Agent") engaged by contract to undertake any such responsibilities. Each Unit Owner shall be entitled to the number of votes designated for its Condominium Unit in the Declaration. No lessee, lien holder, mortgagee, pledgee or contract purchaser shall have any voting rights with respect to the affairs of the Condominium, except by such written proxies as may be permitted by law.

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

3. Annual Meetings. The Organizational Meeting of the Council shall be held within sixty (60) days from the date on which the number of Condominium Units equaling fifty percent (50%) of the votes in the Condominium has been conveyed to purchasers for value. Thereafter, annual meetings of the Council shall be held on the second Wednesday in January of each succeeding year. At such meeting, the Unit Owners shall elect by ballot the Board in accordance with the requirements of Section 5 of Article III of these Bylaws. The Council may also transact such other business as may properly come before it. All meetings of the Council shall be open except as provided by the Maryland Condominium Act.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board or upon a petition signed by the Unit Owners representing at least twenty-five percent (25%) of the total votes of the Council, as then constituted, that has been delivered to the Secretary. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

5. Notice of Meetings. It shall be the duty of the Secretary of the Council, or his agent, to deliver, by first-class mail, a notice of each annual or special meeting, stating the purpose thereof as well as the date, time and place where it is to be held, to each Unit Owner of record,

at said owner's address as it appears on the Ownership Book (defined below) of the Condominium on the date of the Notice, or if no such address appears, at the last known address, not less than ten (10) nor more than ninety (90) days prior to such meeting, unless the Maryland Condominium Act provides for a shorter time in which case, the Maryland Condominium Act will control. Service also may be accomplished by the delivery of any such notice to the Unit Owner at his Condominium Unit. Notice by either method shall be considered as served. Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by him of the date, time, place and purpose thereof.

6. Quorum. The presence, either in person or by proxy, of Unit Owners representing at least twenty-five percent (25%) of the total votes of the Council, as then constituted, shall be required for and constitute a quorum for the transaction of business at all meetings of the Council. If the number of votes at a meeting drops below the quorum and the question of a lack of a quorum is raised, and there is found not to be a quorum, then no further business may be transacted.

7. Adjourned Meetings. If any meetings of the Council cannot be conducted because a quorum has not attended, either in person or by proxy, the persons who are present, either in person or by proxy, may adjourn the meeting and reconvene at a later date and time as provided for by Maryland Corporate Law.

8. Voting. Each Condominium Unit shall have only one vote appurtenant to it. At every meeting of the Council, the Unit Owners shall cast only one representative vote on each question or matter then being considered by the Council. The votes established in Article Eight of the Declaration shall be applicable to voting rights. The majority vote of the Unit Owners present and voting that represents a simple majority of the votes at that meeting shall decide the question presented, unless the question is one that by an express provision of the Maryland Condominium Act, the Declaration or these Bylaws requires a different vote, in which case the express provision shall govern and control. A Unit Owner against whom the Council has recorded a Statement of Lien or Statement of Condominium Lien on his Condominium Unit and who has not paid the amount necessary to release the lien and all related costs by the time of a meeting shall be ineligible to vote at any annual or special meeting of the Council, and shall be ineligible to be elected to an office or to the Board. If the Secretary of the Council is present at the meeting, he shall count the votes, and if he is not present, the President of the Council (or other presiding officer) shall designate some member of the Council or the Board present to count the votes at the meeting.

9. Proxies. A Unit Owner may appoint any other Unit Owner, the Owner Developer, Management Agent, Mortgagee, Attorney or Lessee, as his proxy. Any proxy must be in writing and filed with the Secretary of the Council and is revocable at any time prior to voting by the Unit Owner granting it. A proxy not appointed to vote as directed may only be appointed and used for purposes of meeting quorums and for voting on matters of business before the Council, and not for purpose of election of officers and members of the Board of Directors. Only proxies containing a designation of candidates to be voted for may be used during an election of officers or members of the Board.

10. Order of Business. Unless otherwise provided in these Bylaws, the order of business at all meetings of the Council shall be as follows:

- a. Roll call or sign in by Unit Owners.
- b. Proof of notice of meeting or waiver of notice.

- c. Reading or approval of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election of directors, if any.
- g. Unfinished business, if any.
- h. New business.

11. Informal Action by Unit Owners. Any action required or permitted to be taken at any meeting of the Council may be taken without a meeting, if a consent in writing setting forth such action is signed by all of the Unit Owners entitled to vote on the subject matter, and such consent is filed with the records of the Council.

12. Roster of Members. For purposes of notice by the Council, the address of a Unit Owner shall be in care of his or their Condominium Unit. If any Unit Owner shall desire to change his or their mailing address, then the Unit Owner may change the designated address by written notice to the Secretary of the Council. The Secretary of the Council shall maintain the address of each Condominium Unit and from the information provided by the Unit Owners a current roster of the names and addresses of the Unit Owners, which roster shall be known as the "Ownership Book". No Unit Owner may vote at any meetings of the Council if such Unit Owner fails to advise the Secretary of the Council by written notice of any change of the Unit Owner's current mailing address.

ARTICLE III **Directors**

1. Number and Qualifications. The affairs of the Council shall be governed by the Board composed of three (3) persons, a majority of whom, after the Organizational Meeting of the Council, shall be Unit Owners. The Council shall have the right to expand the number of directors not to exceed five, but in any event, such expanded number must be an odd number.

2. Initial Directors. The Initial Directors shall be selected by the Owner Developer and need not be Unit Owners. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records of Carroll County, Maryland until such time as their successors are duly chosen and qualified are: Nicholas M. Pirone III, Robyn D. Pirone, and Theresa M. Pirone. These Directors shall serve until the Organizational Meeting of the Council, at which time the Unit Owners shall elect a Board, all as prescribed herein and/or in accordance with Maryland Corporate Law. Initial Directors may be removed and their successors appointed by the Owner Developer, its successors and/or assigns, or any Trustees or Beneficiaries, under Deeds of Trust, in possession.

3. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Council and of the Condominium and may do all such acts and things not otherwise directed to be exercised and done by the Council by law or by these Bylaws. The powers and duties of the Board shall include, but not be limited to, the following:

- a. To provide for the care and upkeep of the Condominium, including the General and Limited Common Elements (defined in the Declaration), as they all may be constituted from time to time, and to provide services and maintenance of the Condominium Unit exteriors in a manner consistent with law and the provisions of these Bylaws and the Declaration.

b. To establish and provide for the collection of assessments and fines, if levied, from the Unit Owners and for the establishment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these Bylaws and the Declaration.

c. Designation, hiring and/or dismissal of the personnel necessary for the good working order and proper care of the Condominium, including the General and Limited Common Elements (collectively the "Common Elements"), and to provide services for the Condominium in a manner consistent with all applicable State and County laws, the Declaration and these Bylaws.

d. To promulgate and enforce such rules, and such restrictions or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the Condominium and the Common Elements, as they are designated, to prevent unreasonable interference with the use and occupancy of the Condominium and/or the Common Elements by the Unit Owners, all of which shall be consistent with all applicable State and County laws, the Declaration and these Bylaws.

4. Management Agent. The Board may employ for the Condominium, at a rate of compensation established by the Board, a Management Agent to perform such duties and services as the Board shall authorize, including, but not limited to, the duties set forth in Section 3 of this Article. The Council may undertake "self-management", if so decided by the Board.

5. Elections and Terms of Office. The terms of the Directors named herein shall expire when their successors have been elected at the Organizational Meeting of the Council and are duly qualified. At the Organizational Meeting of the Council the terms of office of the Director receiving the greatest number of votes shall be fixed for three (3) years and the Director receiving the second greatest number of votes shall be fixed at two (2) years. The term of office of the third Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, the successor shall be elected to serve a term of three (3) years. Each Director shall hold office until the successor has been elected. If the number of Directors is expanded by vote of the Council as provided in Section 1 of this Article, then the Council shall determine at that time the term of the office to be served by each new Director.

6. Vacancies. Vacancies on the Board, caused by any reason other than the removal of a Director by a vote of the Council, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until the Council elects a successor at the next annual meeting.

7. Removal of Directors. At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire Council and a successor may be elected to fill the vacancy created. Any Director whose removal has been proposed by the Council shall be given an opportunity to be heard at the meeting. The term of a Director who has an unreleased Statement of Lien or Statement of Condominium Lien recorded against him or his Condominium Unit shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

8. Compensation. Except for those Directors named as such in Section 2 of this Article, and any of their successors elected prior to the Organizational Meeting of the Council, no remuneration shall be paid to any Director who is a Unit Owner for services performed by him

for the Council or Condominium in any capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board before the services are undertaken.

9. Organizational Meeting. The first meeting of the Board with any number of newly elected Directors shall be held within twenty (20) days of election at a place and time fixed by the Directors at the meeting at which such elections were held.

10. Regular Meetings. As provided by the Maryland Condominium Act, the Board shall send each Unit Owner notice of the Council meetings. All meetings of the Board shall be open to all Unit Owners and their mortgagees, except as provided in the Maryland Condominium Act. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least ten (10) days prior to the day named for such meeting.

11. Special Meetings. The President of the Council may call special meetings of the Board by giving three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the date, time, place and the purpose of the meeting. The President or Secretary of the Council shall call for Special meetings of the Board in a like manner and by similar notice on the written request of at least two (2) Directors.

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

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

14. Action Without Meeting. Except as required by the Maryland Condominium Act, any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

15. Fidelity Bonds. The Board may require that all officers and employees of the Council handling or responsible for Council or trust funds may furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council, except that the Council may elect not to pay for any bond required for the Management Agent retained.

ARTICLE IV
Officers

1. **Designation.** The principal Officers of the Council shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. Officers elected by the initial Directors need not be Unit Owners. After the Organizational Meeting of the Council, the Board shall elect Officers who shall be Unit Owners. The Directors may appoint an Assistant Secretary and an Assistant Treasurer and such other Officers as in their judgment may be necessary. The same person may serve as Secretary and Treasurer.
2. **Election of Officers.** The Board shall elect the Officers of the Council at each annual meeting.
3. **Removal of Officers.** Upon an affirmative vote of a majority of the Directors, any Officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any Director who misses three consecutive meetings shall be removed from the Board and his successor named at the next meeting of the Board.
4. **President.** The President shall be the Chief Executive Officer of the Council and a member of the Board. He shall preside at all meetings of the Council and the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from among the Unit Owners or other persons whom he thinks are qualified to assist in the conduct of the affairs of the Council and the Condominium.
5. **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Director to do so on an interim basis. The Vice President also shall perform such other duties as shall, from time to time, be assigned by the Board.
6. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the Council and shall maintain the Ownership Book and a list of the "Mortgagees of Units", and such other books and papers as the Board may direct. The Secretary shall perform all duties incidental to the office of Secretary, including counting the votes at meetings of the Council. In the Secretary's absence, the President shall designate some other person to count votes.
7. **Treasurer.** The Treasurer shall have responsibility for Council funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council in such depositories as may from time to time be designated by the Board. The Board may delegate any or all of these duties to a Management Agent or banking institution that is either bonded or insured in performing such duties.
8. **Compensation.** The Board shall have the power to fix the compensation for all officers of the Council who are not Unit Owners, and may fix the compensation for all officers of the Council who are Unit Owners only with the approval of the Council.

ARTICLE V

Liability and Indemnification of Officers and Directors

1. **Liability and Indemnification of Officers and Directors.** Subject to the terms and conditions herein, the Council shall indemnify every Officer and Director of the Council against all reasonable expenses, including reasonable counsel fees, incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board, to which he may be made a party by reason of being or having been an Officer or Director of the Council, whether or not such person is an Officer or Director at the time such expenses are incurred. Notwithstanding the foregoing indemnity, the Officers and Directors of the Council shall be liable to the Council and the Unit Owners for any negligence, including their own individual willful misconduct or bad faith, but shall not be liable for mistakes of judgment or otherwise if made in good faith. The Officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council, except to the extent that such Officers or Directors may also be Unit Owners, and the Council shall indemnify and forever hold each such Officer and Director free and harmless against all liability to others on account of any such contract or commitment made in good faith. Any right to indemnification provided for herein shall be not exclusive of any other rights to which any Officer or Director of the Council, or former Officer or Director of the Council, may be entitled.

2. **Common or Interested Directors.**

a. The Directors shall exercise their powers and duties in good faith and in the best interests of the Council.

b. As long as the Owner Developer elects one or more Directors to the Board, no contract or other transaction between the Council and one or more of its Directors, or between the Council and any corporation, firm or association, including the Owner Developer, in which one or more of the Directors or Officers have pecuniary or other interest, is either void or voidable because such Director or Directors are present at the meeting of the Board, or any committee thereof, which authorizes or approves the contract or other transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

i. The fact of the common directorate, office or interest is disclosed or known to the Board, or a majority thereof, or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or other transaction in good faith by a vote sufficient for the purpose; or

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

iii. The contract or other transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed.

c. As long as the Owner Developer elects one or more Directors to the Board, common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board, or any committee thereof, which authorizes, approves or ratifies any

contract or other transaction, and any vote to authorize any contract or other transaction with like force and effect as if he were not such Director or Officer of such other corporation.

ARTICLE VI **Management**

1. **Management and Common Expenses.** The Board shall manage, operate and maintain the Condominium for the benefit of the Condominium Units and the Unit Owners and shall enforce the provisions of the Declaration, the Bylaws and all other related documents, and the Maryland Condominium Act. The Board, as part of its management duties, may pay as "Common Expenses" the following, which itemization shall not be construed as limiting the Board:

a. The cost, if any, of providing water, sewer, garbage and trash collection, electricity (including street lighting), gas, common television antenna service and other necessary utility services for the Common Elements, and, to the extent that the same are not separately metered or billed to each Condominium Unit, for the Condominium Units.

b. The cost of fire and extended liability insurance for the Condominium and the Common Elements and the cost of such other insurance as the Board or the Council may elect.

c. The cost of the services of a property manager to manage the Condominium to the extent deemed advisable by the Council, together with the services of such other personnel as the Board or the Council shall consider necessary for the operation of the Condominium.

d. The cost of providing such legal and accounting services as may be considered necessary to the operation of the Condominium.

e. The cost of painting, maintaining, replacing, and repairing exterior elements, cleaning the snow from and landscaping the General Common Elements, if any, including such furnishings and equipment for the General Common Elements as the Board shall determine are necessary and proper; provided, however, that nothing herein contained requires the Council to paint, repair, or otherwise maintain the interior of any Condominium Unit or any fixtures or equipment located therein.

f. The cost of all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council is required to secure, to pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the Common Elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Unit Owner, the cost thereof shall be specially assessed to the Unit Owner in the manner provided in Section 1(g) of this Article.

g. The cost of maintenance or repair of any Condominium Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements, or to preserve the appearance or value of the Condominium, or is otherwise in the interest of the general welfare of all Unit Owners. Notwithstanding the foregoing, no such maintenance or repair shall be undertaken (i) without a resolution by the Board, (ii) without reasonable written notice to the Unit Owner, and (iii) without the cost thereof being assessed against the Unit Owner and the Condominium Unit on which such maintenance or repair is performed. When the cost of maintenance and/or repair are so assessed, a written statement

for the amount thereof shall be rendered promptly to the Unit Owner at which time the assessment shall become due and payable and subject to becoming a lien and obligation against the Condominium Unit and the Unit Owner in all respects as provided in Article VII of these Bylaws.

h. Any amount necessary to discharge any assessment, lien or encumbrance levied against the Condominium or any portion thereof, which may, in the opinion of the Board, constitute a lien against any of the Common Elements rather than the interest of any Unit Owner.

i. The cost of maintaining, replacing and repairing any storage building erected by the Owner Developer or the Council on the Common Elements.

2. Management Agent. The Board may delegate such of its duties, powers or functions to the Management Agent, as the Board authorizes, provided that such delegation may be terminated by either party without cause or payment of a termination fee on a maximum of thirty (30) days written notice and any such contract shall have a maximum term of one (1) years.

3. Duty to Maintain. Except for maintenance requirements imposed upon the Council, if any, the Unit Owner, at its own expense, shall maintain the interior of his Condominium Unit and all equipment, appliances or fixtures located within the Condominium Unit and all of the Condominium Unit's appurtenances, including without limitation the Limited Common Areas appurtenant to the Condominium Unit, in good order, condition and repair, and in a clean and sanitary condition. Further, the Unit Owner is responsible for all decorating, interior painting and the like which may at any time be necessary to maintain the good appearance of the Condominium Unit and its appurtenances. Except for maintenance requirements imposed upon the Council, the Unit Owner, at its own expense, shall maintain, repair or replace all plumbing, fixtures, heating and air conditioning equipment, lighting fixtures, dishwashers, disposals, trash compactors, ranges and/or other equipment that may be in, or appurtenant to such Unit.

4. Right of Entry. Each Unit Owner hereby grants a right of entry to any person authorized by the Board in case of any emergency originating in, or threatening the Unit Owner's Condominium Unit, whether the Unit Owner is present at the time or not.

5. Easements/Rights of Way. The Council shall have the authority to grant easements, rights-of-way, licenses, leases in excess of one year, or similar interests affecting the Common Elements of the Condominium if the grant is approved by the affirmative vote of the Unit Owners having sixty-six & two-thirds percent (66.66%) or more of the vote, and of the express written consent of the mortgagees holding an interest in those Condominium Units owned by the Unit Owners who vote affirmatively. Any easement, right-of-way, license, or similar interest granted by the Council shall state that the grant was approved by Unit Owners having at least sixty-six & two-thirds percent (66.66%) of the votes and by the corresponding mortgagees.

6. Limitation of Liability. The Council shall not be liable for any failure of water supply or other utilities or services to be obtained or maintained by the Council or paid for from the Common Expenses, or for injury or damage to persons or property caused by the elements of nature or man-made forces or by any Unit Owner or any other person, or resulting from electricity, or water, snow, or ice that may leak or flow from any portion of the Common Elements or from any pipe, rain conduit, appliance or equipment. The Council shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles that may be stored upon any of the Common Elements. No diminution or abatement of Common Expenses assessments

as provided herein shall be claimed or allowed for inconvenience or discomfort arising from (i) the making of repairs or improvements to the Common Elements, (ii) separately contracted maintenance to a Condominium Unit, or (iii) any action taken by the Council to comply with any law, ordinance, or with the order or directive of any municipal or other governmental agency or authority.

ARTICLE VII
Condominium Fees/Assessments

1. **Annual Condominium Fees/Assessments.**

a. Upon the recordation of the Declaration and these Bylaws, all charges for expenses of maintenance of the Common Elements and for operating the Condominium shall be levied and assessed against each Condominium Unit at the beginning of each fiscal year (collectively the "Assessments"). The Assessments shall become due and payable in 12-equal installments. Each Unit Owner shall pay to the Council, in advance, on the first day of each month, a sum equal to one-twelfth (1/12) of the Unit Owner's proportionate share of the Assessments pursuant to the fractional interests of the Unit Owner in Common Expenses as set forth in the Declaration. The Assessments may include, but in no way are limited to, the following:

- i. The cost of all operating expenses of the Condominium, as the same may be constituted from time to time, and services furnished to the Condominium, including charges by the Council for facilities and services furnished by the Council.
- ii. The cost of necessary management and administration, including fees paid to any Management Agent.
- iii. The amount of all taxes and assessments levied against the Council or upon any property that the Council is obligated to pay, if any.
- iv. The cost of public liability, fire and extended coverage insurance on the Condominium and the cost of such other insurance as the Council or the Board may deem to be necessary.
- v. The cost, if any, of furnishing water, electricity, heat, gas, garbage and trash collection and/or utilities, to the extent furnished by the Council.
- vi. The cost of funding all reserves established by the Council, including, when appropriate, a general operating reserve and/or reserve for replacements.
- vii. The estimated cost of repairs, maintenance and replacements of the Condominium, including the Common Elements, exterior walls and roofs, to be made by the Council.
- viii. The cost of all operating expenses, repairs, maintenance and replacements for streets, sidewalks, open space, and storage buildings, if any.

Additionally, each Unit Owner shall pay to the Council, immediately, the full amount of any fine levied against the Unit Owner pursuant to any Rules (defined below in Article VIII,

Section 3.n) for fining promulgated by the Board in accordance with the procedures in these Bylaws and the Maryland Condominium Act. Such fine shall become a lien, in accordance with applicable laws, and be enforced in the same manner as if it was a Common Expense.

b. The Board shall determine the amount of the Assessments annually by preparation and adoption of an annual proposed budget as provided in the Maryland Condominium Act. The budget shall be amended only in accordance with the Maryland Condominium Act.

c. At the time of the settlement of the acquisition of a Condominium Unit, or within thirty (30) days after a Condominium Unit is first occupied (whichever is sooner), the then Unit Owner shall pay to the Council (in addition to the regular monthly payment of the Assessments) a working capital contribution which sum shall equal two times the regular monthly payment of the Assessments then applicable to that Condominium Unit. This sum shall be retained by the Council and is not returnable to the Unit Owner upon the sale of the Condominium Unit.

d. The omission of the Board, before the expiration of any budget period, to adopt a budget for that or the next period shall not be deemed a waiver or modification in any respect of the provisions of this Article or the Maryland Condominium Act. Neither shall such omission be deemed to be a release of the payment of any installment of the Assessments for that or any subsequent budget period. In the event of such an omission, the budget fixed for the preceding period shall continue until a new budget is adopted and approved. No Unit Owner shall be exempt from liability and/or obligations for the Assessments by a waiver of the use or enjoyment of any of the Common Elements, or by abandonment of a Condominium Unit. Expenditures increasing the Assessments in excess of fifteen percent (15%) shall be approved as provided in the Maryland Condominium Act.

2. Special Assessments. In addition to the Assessments authorized by this Article, the Council may levy in any year a special assessment or assessments (collectively the "Special Assessments"), applicable to any twelve month period, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair and/or replacement of a described capital improvement located upon the Condominium, as then constituted, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate. Notwithstanding the foregoing, Special Assessments shall have the assent of the Unit Owners representing a simple majority of the total votes of the Council. A meeting of the Unit Owners shall be duly called for this purpose. Written notice of said meeting shall be sent to all Unit Owners at least ten (10) days, but not more than ninety (90) days, in advance of the meeting, which notice shall set forth the purpose of the meeting.

3. Reserve for Replacements. Unless the Owner Developer has agreed in writing otherwise, the Council shall establish and maintain a reserve fund for replacements by the monthly allocation of payments to the reserve fund of an amount to be designated, from time to time, by the Board as based on an itemized schedule (collectively the "Reserve Fund"). Funds paid into the Reserve Fund shall be deemed to be a Common Expense. The Reserve Fund shall be maintained in a separate escrow account with a lending institution that is federally insured. The Reserve Fund may be expended only for the purpose of effecting the replacement of the Common Elements and equipment of the Condominium and for operating contingencies of a non-recurring nature. The proportionate interest of any Unit Owner in any reserve for replacement shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

4. Surplus Receipts. Any surplus of receipts over expenses of the Council for any fiscal year shall be either applied to reduce the Assessments necessary to meet the budget adopted by the Council for the next fiscal year, or refunded by the Council to each Unit Owner in proportion to such Unit Owner's respective individual fractional interest in the Common Expenses as set forth in the Declaration. The surplus may be prorated among the Unit Owners (and former Unit Owners), including the Owner Developer, based on the portion of the previous fiscal year that each Unit Owner, including the Owner Developer, shall have held record title to the Condominium Unit, as determined by resolution of the Board.

5. Non-Payment of Assessments.

a. A Unit Owner shall be liable for all assessments, or installments thereof, and fines, interest payments, costs of collection and reasonable attorneys' fees and other charges as provided in the Declaration, these Bylaws, the Maryland Condominium Act and/or applicable law that are due and payable while owning a Condominium Unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, including the aforesaid charges, against the grantor for his share of Common Expenses up to the time of the voluntary grant for which a statement of lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for the assessments.

b. Payment of assessments, fines or other charges, together with interest at the maximum rate permitted by law on them, costs of collection, reasonable attorneys' fees and late charges at the maximum rate permitted in the Maryland Condominium Act may be enforced by the Council recording a lien against a Condominium Unit and foreclosing upon the lien in accordance with the provisions of the Maryland Contract Lien Act. Suit for any deficiency following foreclosure may be maintained in the same proceeding, and suit to recover any money judgment for unpaid assessments also may be maintained in the same proceeding, without waiving the right to seek to impose and foreclose a lien under the Maryland Contract Lien Act and/or the Maryland Condominium Act.

c. Any assessment, fine, or other charge, or installment thereof, not paid when due shall bear interest, from the date when due until paid, at the maximum permissible legal rate.

d. Any assessment, fine or other charge, or installment thereof, not paid when due, shall be subject to a late charge of the maximum amount permitted by the Maryland Condominium Act, provided the charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency continues for at least fifteen (15) calendar days.

e. The Council, upon demand, shall notify the first mortgagee on any Condominium Unit (the "Mortgagee") upon which any assessment levied pursuant to these Bylaws becomes delinquent for a period in excess of thirty (30) days, and in any other case, where the Unit Owner is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

6. Assessment Certificates. The Council, upon demand, shall furnish to any Unit Owner liable for any assessment, fine, or other charge levied pursuant to the Bylaws (or to any other party legitimately interested in the same), a certificate in writing signed by an Officer of the Council or its agent, setting forth the status of said assessment, *i.e.*, whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein

stated to have been paid. A charge not to exceed twenty-five dollars (\$25.00) may be levied in advance by the Council for each certificate so delivered.

7. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment, fine, or other charge levied pursuant to these Bylaws and coming due within the fiscal year, the entire balance of said assessment and/or fine may be accelerated upon the demand of the Board, and be declared due and payable in full. Such demand is not enforceable unless the Board, within fifteen (15) days of the Unit Owner's failure to pay an installment, notifies the Unit Owner in writing that the failure to pay the installment, assessment, fine or other charge levied pursuant to these Bylaws within fifteen (15) days of said notice permits the Council to accelerate the full payment of the remaining annual assessment and to record a lien against the Condominium Unit as provided in the Bylaws.

8. Subordination and Mortgagee Protection.

a. Notwithstanding anything to the contrary contained herein, the recorded lien of any assessments levied pursuant to these Bylaws upon any Condominium Unit shall be subordinate to, and shall in no way affect the rights of, the Mortgagee. The Mortgagee shall be deemed to be the holder of any indebtedness secured by a recorded first mortgage, *i.e.*, a mortgage recorded in the Land Records of Carroll County, Maryland with priority over other mortgages, made in good faith and for value received; provided, however, such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Condominium Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Condominium Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment, which lien, if claimed, shall have the same effect, and be enforced in the same manner as provided herein.

b. A Unit Owner who mortgages his Condominium Unit shall notify the Council (through the Management Agent or the President of the Council in the event there is no Management Agent) of the name and address of the Mortgagee, and the Council shall maintain such information in the book entitled "Mortgagees of Units."

c. Except as provided by statute in the event of condemnation or substantial loss to the Condominium Units and/or Common Elements of the Condominium, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) or the Unit Owners (based upon 1 vote per Condominium Unit and not including the Owner Developer) have given their prior written approval, the Council shall not be entitled to:

- i. By act or omission seek to abandon or terminate the Condominium regime.
- ii. Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro rata share of ownership of each Condominium Unit in the Common Elements.
- iii. Partition or subdivide any Condominium Unit.
- iv. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities

or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause.)

v. Use hazard insurance proceeds for losses to any Condominium property (whether to Condominium Units or to Common Elements) for other than the repair, replacement and/or reconstruction of such Condominium property.

d. In addition to the above, no amendment of the Declaration, the Condominium Plat, these Bylaws (including any Rules adopted pursuant to law or these Bylaws or other Condominium Documents) may be made unless approved by at least sixty-seven percent (67%) of the total votes appurtenant to all Condominium Units (unless a greater vote is required by law, in which case the greater vote shall be required) and approval is obtained from eligible Mortgagees representing at least fifty-one percent (51%) of the votes of Condominium Units. To obtain the information that may be voted on, the Mortgagee, insurer or guarantor shall send a written request to the Council, stating both its name and address and the Condominium Unit number or address of the Condominium Unit on which it holds a mortgage. Upon written request, the Council shall provide any holder, insurer or guarantor of any first mortgage with all amendments to be voted on, all notices of termination proposals, and all reports of the financial affairs of the Council prepared by an accountant pursuant to generally accepted accounting principals.

e. The Council may report to a Mortgagee of a Condominium Unit any unpaid assessment due from the Unit Owner and take such other action as the Council may deem reasonable to give notice of the nonpayment of such assessment. Further, upon the request of any Mortgagee, the Council shall give written notification to the Mortgagee of any default by the mortgagor of a Condominium Unit in the performance of such mortgagor's obligations under the Declaration, these Bylaws, and the related Condominium documents, which default is not cured within thirty (30) days.

f. When Unit Owners are considering termination of the legal status of the Condominium for reasons other than substantial destruction or condemnation of the property, the Mortgagees representing at least sixty-seven percent (67%) of the votes of the mortgaged Condominium Units must approve said termination.

g. A Mortgagee's approval of a proposed amendment or termination may be assumed when the Mortgagee fails to submit a response to a written notice of the amendment or the termination within sixty (60) days from the date of such notice.

ARTICLE VIII **Use Restrictions**

1. Residential Use. All Condominium Units shall be used for residential purposes exclusively, except for such temporary nonresidential uses as may be permitted from time to time by the Board and by State and Local Laws and except as provided in this Section or the Declaration. All uses of the Condominium Units shall be consistent with the City of Westminster Zoning Regulations as they pertain to uses of the Property, as may be amended from time to time. Nothing herein shall, however, prevent the Council from petitioning the Zoning Commissioner for the City of Westminster, Maryland to seek rezoning of the Property on which the Condominium is located. Nothing in these Bylaws shall be construed to prohibit the Owner

Developer from either using Condominium Units which Owner Developer owns or leases from others for promotional or display purposes as "models" or from leasing any Condominium Units which Owner Developer owns. Except, however, a real estate sales and/or construction office only may be erected, maintained, and operated on any part of the Condominium and/or in any building or structure permitted to be erected thereon during the period of construction and sale of the Condominium Units.

2. Occupancy/Conveyance. The right to use or occupy any Condominium Unit, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any Condominium Unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in these Bylaws. No such restriction shall be based upon age, race, religion, family composition, sex or national origin. The provisions of this subsection shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a Mortgagee in lieu of foreclosure.

3. Prohibited Uses and Nuisances.

a. No noxious or offensive trade or activity shall be carried on within the Condominium, within any Condominium Unit, or upon the Common Elements, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners.

b. There shall be neither obstructions nor items stored upon any Common Elements, except as herein provided or as otherwise approved by the Board in writing. Among other things, the Board may institute Rules regarding vehicular parking upon the Common Elements.

c. Nothing shall be done or maintained in any Condominium Unit, or upon any Common Elements, which will increase the rate of insurance of any Condominium Unit or any Common Elements, or result in the cancellation thereof, without the prior written approval of the Board. Nothing shall be done or maintained in any Condominium Unit or upon any Common Elements which would be in violation of any law, ordinance or regulation. No waste shall be committed in or upon any Condominium Unit or any Common Elements.

d. No structural alteration, construction, addition or removal of any Condominium Unit or any Common Elements shall be commenced or conducted other than in strict accordance with the provisions of the Declaration, these Bylaws, State and local laws, or the City of Westminster Zoning Regulations regarding nonconforming uses of the Property and/or the Condominium Units.

e. Maintaining, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, is hereby prohibited within a Condominium Unit, and upon any Common Elements, except that, subject to compliance with all Rules adopted by the Council from time to time, this shall not prohibit owning up to either one dog or two cats, or instead of two cats, one dog and one cat. A Unit Owner may keep or maintain no more than two caged domestic pets, such as birds, hamsters or guinea pigs. Animals shall not be kept, bred or maintained for commercial purposes, and it is hereby provided further that the keeping of dogs, cats and/or caged domestic pets shall not be maintained so as to constitute such type of noxious or offensive activity as covered in Section 3(a) of this Article. All dogs must be kept inside their respective owner's Condominium Unit or upon the Condominium Unit's Limited

Common Elements if there is a fenced-in area and only may be walked on the General Common Elements if on a leash. The keeping or maintaining of pets shall at all times be subject to the limitations imposed on pet owners pursuant to all State and local laws, ordinances and regulations.

f. Except for such signs as may be posted by the Owner Developer for promotional purposes and signs of a directional nature, no signs of any character shall be erected, posted or displayed upon, in or from or about any Condominium Unit or any Common Elements, except as permitted by the Board of Directors, such permission to be in writing, or as otherwise permitted by law.

g. Except as provided in these Bylaws, no commercial vehicle, trailer, camper, recreational vehicle, boat or similar equipment shall be permitted to remain upon any portion of the Condominium, including any of the Common Elements, unless placed or maintained within an enclosed garage or carport or in an area, if any, designated by the Board of Directors, in writing, for such purpose. Further, other than as may be utilized by the Council in the care and maintenance of the Common Elements, no motorized or unlicensed vehicle may be used or maintained in the yards or sidewalks within the Common Elements. The Council shall have the right to tow and remove from the Condominium and/or the Common Elements (at the expense of the owner of such vehicle) any vehicle in violation of this subsection.

h. No part of the Common Elements shall be used for commercial activities of any character. This subsection shall not apply to the use of Condominium Units or Common Elements by the Owner Developer for its sole display, promotional and/or sales purposes.

i. No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash or debris of any other kind shall be permitted within any Condominium Unit or upon any Common Elements. Trash and garbage containers shall not be permitted to remain in public view, except within locations designated by the Board. This subsection shall not apply to the Owner Developer during the period of construction of the Condominium.

j. Except for the Owner Developer's use during the construction and original sales of the Condominium Units, no structure of a temporary character, such as a trailer, dog house, dog run, tent, shack, barn or other out-building, shall be maintained upon any of the Common Elements at any time. Outdoor clothes dryers or clotheslines shall not be maintained upon the Common Elements at anytime.

k. No outside television or radio aerial, antenna, or dish or other aerial, antenna or dish, for reception or transmission, or any exterior wiring for the support thereof, shall be maintained upon any Condominium Unit or upon any Common Elements, without the prior written consent of the Board.

l. Balconies, terraces, yard areas, and patios shall be maintained in a neat, safe and orderly manner, and no items or material shall be hung over any railing or fence.

m. There shall be no loud or unusual noises. All musical instruments, radios, televisions, record players, phonographs, CD players and the like, and amplifiers shall be used in such manner as not to disturb other Unit Owners.

n. There shall be no violation of any Rules, whether for the use of any Common Elements or for the governance of the Condominium, which may from time to time be adopted by the Board and promulgated among the Unit Owners. The Board is hereby authorized to adopt such rules and regulations as it deems fit and proper for the operation and maintenance of a upscale residential condominium (the "Rules").

o. The Board shall have the power to levy fines against Unit Owners for violation of these Bylaws or the Rules promulgated by the Board hereunder. Said power to levy fines is specifically subject to Article X hereof.

ARTICLE IX **Architectural Standards**

1. **Architectural Standards Committee.** The Architectural Standards Committee shall be a standing committee of the Council. The Board and two (2) other Council members appointed by the Board shall be the members of said committee.

2. **Committee Review and Approval.**

a. A Unit Owner shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any light, screens, awnings, patio covers, decorations, fences, aerials, antennas, dishes, radio or television broadcasting or receiving devices, slabs, sidewalks, patios, terraces, balconies, platforms, porches, fences, walls or to make any change to or otherwise alter, including any alteration in color, in any manner whatsoever, the exterior of any Condominium Unit or any part of the General or Limited Common Elements, unless the Unit Owner, at its sole cost and expense, presents, for written approval, to the Board and the other entities set forth in Article Twenty-Four of the Declaration plans and specifications, completed by a certified architect or engineer, showing the location, nature, shape, height, material, color, type of construction and/or other proposed form of change, including, without limitation, any other information required by the Board or the other entities.

b. In the event the Board or the other designated entities fail to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted, approval will not be required and the Unit Owner shall be deemed to have fully complied with the requirements in this Article IX. If plans and specifications are not submitted, any and all alterations and/or changes shall be deemed violations of this Article.

ARTICLE X **Hearing Procedures**

1. **Statement of Purpose.** The Council hereby declares that Rules shall be adopted freely by the Board, and without the requirement of a vote of the Council as a requisite to their adoption. All Rules are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these Bylaws. Should any Rules contradict any provisions of these Bylaws, as amended, the provisions of these Bylaws shall take precedence.

2. **Rules.** All Rules proposed by the Board or any committee appointed by the Board to act on its behalf shall be dated as of the date of the meeting at which they were considered, and shall be communicated to the Council in writing within ten (10) days after said meeting date.

Thereafter, the Council shall review such Rules by the process of Hearing and Comment as set forth below.

3. Hearing and Comment.

a. Any notice of hearing shall include a copy of the proposed rule, a statement that the Unit Owners are permitted to submit written comments thereon, its proposed effective date, the date, time, location, and agenda of the hearing, and shall be delivered by the Board to the Council by mail or delivery to the address of each Unit Owner shown in the Ownership Book. The notice must be given to the Council at least fifteen (15) days prior to the meeting date.

b. A quorum of the Board shall be in attendance at all public hearings. If a quorum is not present, a new hearing shall be scheduled within seven (7) days.

c. A member of the Board shall preside over any hearings so convened and shall limit discussions within the parameters of the published agenda. Any Unit Owners or their tenants may appear and speak at these hearing.

d. After comment is held on the proposed rule at the hearing, the Board shall vote on its passage. The rule will be adopted upon a majority vote of the members of the Board present and voting.

e. The rule will be considered enacted unless, within fifteen (15) days after the Board vote, a petition calling for a special meeting of the Council is filed with the Board. The petition must be signed by at least fifteen percent (15%) of the members of the Council. Following the filing of a petition, the Board shall schedule a special meeting of the Council to be held not less than fifteen (15) nor more than thirty (30) days after the filing date. Written notice of the meeting must be given to each Unit Owner at least fifteen (15) days prior to the special meeting date.

f. A quorum of the Council must be in attendance at the special meeting. If a quorum is not present, the rule will be considered final. During the special meeting any Unit Owner, their tenants or mortgagees may comment on the proposed Rules. If a quorum is present, and fifty percent (50%) of the Unit Owners present and voting disapprove the rule, the rule will be considered void, provided, those Unit Owners voting to disapprove equal at least thirty-three percent (33%) of the total vote of the Council.

4. Right of Appeal.

a. Each Unit Owner or their tenant shall have a right to appeal to the Board for an individual exception to any Rules adopted by the Board.

b. The appeal period shall begin on the effective date of the Rules, and shall run for a period of thirty (30) days.

c. No appeals shall be considered, except by permission of the Board, if filed after the expiration of the appeal period.

d. All appeals shall be in writing, shall be signed and dated by the Unit Owner(s), their tenant or tenants making such appeal, and shall be delivered to the Board. The Board shall consider all appeals and shall render a decision at its next regularly scheduled meeting.

Said decision shall be in writing, and shall be addressed to the Unit Owner(s), their tenant or tenants, making the appeal. If the Board shall deny an appeal, there shall be no requirement of publication as to the denial.

e. If the Board shall uphold an appeal, thus granting an individual exception to an adopted rule, the Board shall publish, or communicate in a reasonable manner, to the Council an explanation of the reasons for granting the exception.

5. Effect of Rules. All Rules, when adopted in accordance with the above procedures, shall state that it was adopted in accordance with the Maryland Condominium Act and shall have the same effect as if they were incorporated into these Bylaws by direct reference. The Rules, upon proper adoption under the above procedures, shall be enforced in the same manner as all other provisions of the Bylaws.

6. Dispute Settlement Mechanism. The Board may impose a fine, suspend voting, or infringe any other rights of a Unit Owner or other occupant for violations of the Rules upon following the procedure for dispute settlement set forth in the Maryland Condominium Act.

ARTICLE XI

Insurance

1. Master Insurance Policy.

a. The Board acting on behalf of the Council shall obtain and maintain to the extent reasonably available the following insurance as a "Condominium Master Insurance Policy" which shall be an item of Common Expense:

i. Property insurance on the Common Elements and Condominium Units, exclusive of improvements and betterments installed in Condominium Units and the appurtenant Limited Common Elements by Unit Owners, insuring against those risks of direct physical loss commonly insured against or, in the case of a conversion Condominium, against fire and extended coverage perils. The total amount of insurance shall be for the replacement value of the actual cash value of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

ii. Commercial general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than Three Million Dollars (\$3,000,000.00), covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

iii. Workmen's Compensation insurance to the extent necessary to comply with applicable law.

iv. A "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the Officers and Directors of the Council for expenses incurred by any of them in defending any suit or settling any claim, judgment, or course of action to which any such Officer or Director shall have been made a party by reason of his or her service as such.

b. The Council shall give notice to all Unit Owners of the termination of any insurance policy within ten (10) days of termination. The Council in any event may carry any other insurance it deems appropriate to protect the Council or the Unit Owners.

c. Insurance policies carried pursuant to subsection (a) shall provide that:

i. Each Unit Owner is an insured person under the policy with respect to liability arising out of his/her ownership of an undivided interest in the Common Elements or membership on the Council.

ii. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his/her household.

iii. An act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Council, does not void the policy and is not a condition to recovery under the policy.

iv. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the master policy, the master policy is primary insurance not contributing with the other insurance.

d. Any loss covered by the property policy under subsection (a)(i) shall be adjusted with the Council, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Council, and not to any Mortgagee. The insurance trustee or the Council shall hold any insurance proceeds in trust for Unit Owners and lien holders as their interest may appear. Subject to the provisions of Article XII, Section 1, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Condominium Units, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds, unless there is a surplus of proceeds after the Common Elements and Condominium Units have been completely repaired or restored, or the Condominium is terminated.

e. The Council shall maintain and make available for inspection a copy of all insurance policies maintained by the Council.

f. An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Council and, upon request, to any Unit Owner, Mortgagee, or beneficiary under a Deed of Trust. The insurance may not be cancelled until thirty (30) days after the notice of the proposed cancellation has been mailed to the Council, each Unit Owner and each Mortgagee to whom certificates of insurance have been issued.

2. Unit Owner's Insurance Policy. An insurance policy issued to the Council does not prevent a Unit Owner from obtaining insurance for his own benefit. Each Unit Owner shall obtain an insurance policy or policies on its Condominium Unit and said unit's Limited Common Elements in the form recommended by a reputable insurance agent or insurance company licensed to sell and issue insurance in the State of Maryland. NOTICE HEREBY IS GIVEN BY THE OWNER DEVELOPER THAT THE CONDOMINIUM MASTER POLICY REFERRED TO IN SECTION 1 OF THIS ARTICLE DOES NOT INSURE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, BETTERMENTS OR MODIFICATIONS TO ANY CONDOMINIUM UNIT, INCLUDING THE APPURTENANT LIMITED COMMON ELEMENTS, SOLD BY THE OWNER DEVELOPER AND/OR THE CONTENTS THEREIN OR THEREON.

ARTICLE XII
Casualty Damages

1. Use of Insurance Proceeds.

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

- i. The Condominium is terminated;
- ii. Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or
- iii. Eighty percent (80%) of the Unit Owners, including every Unit Owner of a Condominium Unit and/or appurtenant Limited Common Elements that will not be rebuilt, vote not to rebuild.

b. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

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

- i. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
- ii. The insurance proceeds attributable to Condominium Units and/or Limited Common Elements which are not rebuilt shall be distributed to the Unit Owners of those Condominium Units and/or those Limited Common Elements; and
- iii. The remainder of the proceeds shall be distributed to all Unit Owners in proportion to their Percentage Interest in the Common Elements.

2. Reallocation. If the Unit Owners vote not to rebuild any Condominium Unit, that Condominium Unit's entire Common Element interest, votes in the Council, and Common Expense liability are automatically reallocated upon the vote as if the Condominium Unit had been condemned and the provisions of the Maryland Condominium Act shall govern. Thereafter, the Council promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, the Maryland Condominium Act governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE XIII
Fiscal Management

1. Fiscal Year. The fiscal year of the Council shall begin on the first day of July 1 every year and end on the 30th day of June, except that the first year of the Council shall begin on the date of the recording of the Declaration. The commencement date of the fiscal year herein established shall be subject to change by the Board in its discretion.

2. **Books and Accounts.** Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with generally accepted accounting principles with the assistance of the managing agent or an accountant hired by the Board.

3. **Auditing.** At the close of each fiscal year, the books and records of the Council shall be audited and a review report shall be prepared by an independent certified public accountant. The review report shall be prepared in accordance with generally accepted accounting principles. Based upon such report, the Council shall furnish the Unit Owners with an annual financial statement, including the income and disbursements of the Council.

4. **Inspection of Books.** The books and accounts of the Council and vouchers accrediting the entries made thereon shall be available for examination by the Unit Owners and/or their duly authorized agents, attorneys and Mortgagees, during normal business hours and for purposes reasonably related to their interest as Unit Owners.

ARTICLE XIV Amendments

These Bylaws may be amended by the affirmative vote of Unit Owners representing sixty-six & two-thirds percent (66.66%) of the total votes of the Unit Owners at any meeting of the Council duly called for such purposes in accordance with the provisions of the Maryland Condominium Act and/or these Bylaws. Amendments may be proposed by the Board or by a petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Council. A description of the proposed amendment shall accompany the notice of the regular or special meeting at which such proposed amendment is to be voted upon, and said notice shall also be given to the Mortgagees of Condominium Units. Any amendment adopted by the Council shall be effective only upon recordation among the Land Records of Carroll County, Maryland. The recorded amendment shall set out the Sections of these Bylaws amended and all applicable provisions of the Maryland Condominium Act. The provisions of this Article are subject to the rights of the Owner as set out in Article 23 of the Declaration and the limitation set forth in Article 24 of the Declaration.

ARTICLE XV Mortgagees

1. **Mortgagee.** A Unit Owner who mortgages his Condominium Unit or conveys it by deed of trust shall provide to the Secretary of the Council, in writing, the name and address of the Mortgagee (as first defined in Article VII, Section 5.e), and the Council shall maintain such information in a book entitled "Mortgagees of Units". No Unit Owner may vote at any meetings of the Council if such Unit Owner fails to advise the Secretary of the Council by written notice of such name and address.

2. **Change in Fractional Interest in Common Elements.** The consent of all Mortgagees, obtained in advance in writing, is mandatory if the Council adopts any change in the pro rata interest of the Unit Owners in the Common Elements.

3. **Right to Inspect Books.** All Mortgagees shall have the right to inspect the books of the Council, obtain financial statements, and review budgets.

4. Notice of Meetings. All Mortgagees, upon their written request, shall have the right to notification of and attendance at all general and special meetings of the Council and shall be permitted to express any views at such meetings as they may wish to convey to the Council.

5. Rental by Mortgagee. All mortgagees shall have the right, notwithstanding any provision herein to the contrary, to rent any Condominium Unit that such Mortgagee may own through foreclosure sale or voluntary sale.

6. Notice of Loss or Taking. If a Mortgagee delivers to the Board a written request that the Board notify the Mortgagee, in writing, if any loss or taking of the Common Elements exceeds a certain amount or if damage to a Condominium Unit exceeds a certain amount, then the Board shall comply with such request.

ARTICLE XVI

Compliance – Interpretation - Miscellaneous

1. Compliance. These Bylaws are intended to be in compliance with the requirements of the Maryland Condominium Act and all applicable State and local laws and ordinances, notwithstanding anything in these Bylaws to the contrary, whether expressed or implied. In the event any provision of these Bylaws (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of these Bylaws, but the Bylaws shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had not been contained herein, but only to the extent it is invalid, illegal, or unenforceable.

2. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Maryland Condominium Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the Maryland Condominium Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control. In the event of any conflict between the Bylaws and the Maryland Condominium Act, the provisions of the Maryland Condominium Act shall control.

3. Resident Agent. Nicholas M. Pirone III, c/o Robyn Properties, Inc., 5621 Old Frederick Road, Baltimore, Maryland 21228, a resident of Maryland, is designated as the person authorized to accept service of process in any action relating to the Condominium, as authorized under the Maryland Condominium Act. The Resident Agent shall file its notice and service address with the Maryland State Department of Assessments and Taxation as provided by the Maryland Condominium Act. The Board may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process as set forth above, provided that proper notification of such change be promptly filed with the Maryland State Department of Assessments and Taxation.

4. Severability. In the event any provision of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

5. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed as waived by the failure to enforce the same.

6. Captions and Table of Contents. The captions and table of contents contained in these Bylaws are for convenience and ease of use only and are neither part of these Bylaws, nor intended in any way to limit or broaden the terms, provisions and scope of these Bylaws.

7. Gender/Plural/Defined Term. Wherever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders. Any term used in these Bylaws as a defined term, but not defined herein, shall be given the meaning that the term is given in the Declaration.

WITNESS, the hand and seal of the Owner Developer, this 19 day of May, 2005.

WITNESS/ATTEST:

The John Street Family Limited Partnership,
a Maryland limited partnership

By: Robyn Properties, Inc., General Partner

[Signature]

By: [Signature]
Nicholas M. Pirone III, President

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 19 day of May, 2005, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nicholas M. Pirone III, who acknowledged himself to be the President of the Robyn Properties, Inc., General Partner of The John Street Family Limited Partnership, and that he, as such President of the General Partner, being authorized so to do, acknowledged the foregoing Bylaws to be the act and deed of said partnership, and that he executed the foregoing Bylaws for the purposes therein contained, by signing the name of the partnership by himself as the President of the General Partner, and that the Bylaws were executed and are to be recorded solely for the purposes provided therein.

AS WITNESS my hand and Notarial Seal.

Notary Public: [Signature]
My Commission Expires: 11/01/05



EXHIBIT A
DESCRIPTION OF THE LAND

All of that property shown as Lot #1A on a record plat entitled "Amended Plat of Subdivision of the Arkin Property," dated July 16, 2004, and recorded among the Land Records of Carroll County, Maryland in Plat Book 48, Page 273 on March 7, 2005.

Together with and subject to a Deed of Easement granted to the Maryland Historical Trust, dated December 23, 1983, and recorded among the Land Records of Carroll County, Maryland in Liber 852, Folio 830 on December 29, 1983.

Being part of the same leasehold property granted and conveyed to the John Street Limited Partnership by Renovation Limited Partnership-I, a Maryland limited partnership, by a Deed of Assignment dated February 2, 1996 and recorded among the Land Records of Carroll County, Maryland in Liber 1774, Folio 752 on March 7, 1996.

Also intended to be the same, or part of the same, fee property granted and conveyed to the John Street Limited Partnership by a Deed in Redemption of Ground Rent, dated August 18, 2004, made by Cardinal William H. Keeler, for the Time Being and his Successors in the Archbishopial See of Baltimore According to the Discipline in Government of the Roman Catholic Church, a Corporation Sole, and recorded among the aforesaid Land Records in Liber 4120, folio 130, on August 27, 2004, said deed merging the fee and leasehold interests held by the John Street Limited Partnership.

AFTER RECORDING, PLEASE
RETURN TO:

Tracey E. Skinner, Esquire
2 N. Charles Street, Suite 500
Baltimore, Maryland 21201

RCVD 06 MAY19'05 14:42