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THE CARROLLTON CONDOMINIUM

DECLARATION

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THE CARROLLTON CONDOMINIUM

DECLARATION

THIS DECLARATION, made as of this 30th day of March, 1979, by CARROLLTON APARTMENTS LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland, having an address at 3601 Greenway, Baltimore, Maryland, (hereinafter referred to as "the Developer"),

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

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

NOW, THEREFORE, the Developer hereby declares the Developer's intent to subject, and does hereby subject, to a regime established under the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (1974 edition, as amended), all of that tract of land, situate and lying in the said Baltimore City, which

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is described in Exhibit A hereto, the outlines of which are set forth on one of those certain plats collectively entitled "THE CARROLLTON CONDOMINIUM PLAT", dated March 30, 1979, labeled (and hereby designated) as Sheets 1 through 15 hereto, and intended to be recorded among the Land Records of the said City simultaneously with the recordation thereamong of this Declaration,

TOGETHER WITH all of the improvements thereon, and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which tract, improvements and appurtenances are hereinafter referred to collectively as "the Condominium"),

SUBJECT TO the operation and effect of any and all instruments which have been recorded among the said Land Records prior to the recordation thereamong of this Declaration,

UPON THE TERMS and subject to the conditions which are hereinafter set forth:

Section 1. Definitions.

1.1. As used in the provisions of this Declaration, each of the following terms shall be deemed to have the meaning which is hereinafter in this Section ascribed to it:

(1) "the Act" shall mean the statutes codified as Title 11 of the Real Property Article of the Code.

(2) "Assessment" shall mean an amount assessed by the Council against a Unit Owner with respect to a Unit, pursuant to the provisions of Section 5.5.

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(3) "the Board of Directors" shall mean the board of directors of the Council.

(4) "the By-Laws" shall mean those by-laws, the initial form of which is referred to in the provisions of Section 5.1, as from time to time amended.

(5) "the Code" shall mean the Annotated Code of Maryland as presently enacted.

(6) "Commercial Unit" shall have the meaning ascribed to it by Section 3.

(7) "the Common Elements" shall mean all of the Condominium except the Units.

(8) "Common Expenses" shall mean the aggregate of any and all expenses which are incurred by the Council in the exercise of the rights and powers, and in the discharge of the duties, which are vested in, exercisable by or imposed upon the Council under the Act, the Declaration or the By-Laws.

(9) "Common Profits" shall mean all profits realized by the Council.

(10) "the Condominium" shall mean, collectively, all of the property subjected to a condominium regime by the recordation of this Declaration, the By-Laws and the Condominium Plat.

(11) "the Condominium Plat" shall mean, collectively, those plats which are designated as Sheets 1 through 15 and are hereby incorporated as Exhibit B hereto, as aforesaid, together with any amendatory plat thereto.

(12) "Contract Purchaser" shall mean any person who enters into a contract which, at the time with respect to which reference is made, entitles such person to purchase a Unit from the Developer or any other Unit Owner, but who does not hold the legal title of record to such Unit.

(13) "the Council" shall mean the Council of Unit Owners, the entity described in the provisions of Section 5.2 hereof.

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(14) "this Declaration" shall mean this instrument, as from time to time amended.

(15) "the Developer" shall mean Carrollton Apartments Limited Partnership and each person to whom such named person or any other person who is the Developer expressly assigns his rights as the Developer hereunder in the manner set forth in the provisions of Section 8.1 hereof.

(16) "the Development Period" shall have the the meaning ascribed to it by the provisions of Section 5.

(17) "Garage Unit" shall have the meaning ascribed to it by the provisions of Section 3.

(18) "the General Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.

(19) "the Limited Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.

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

(21) "Mortgagee" shall mean the party secured by a Mortgage.

(22) "Mortgagee in Possession" shall mean any person who is either (a) Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such person, or (b) the Unit Owner of a Unit as the result of the conveyance to such person of the Mortga-

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gor's equity of redemption therein either as the result of a foreclosure proceeding under a Mortgage, or in lieu of such foreclosure proceeding.

(23) "Mortgagor" shall mean the Unit Owner of a Unit, the title to which is encumbered by a Mortgage.

(24) "Person" shall mean any natural person, trustee, corporation, partnership or other legal entity.

(25) "Residential Unit" shall have the meaning ascribed to it by the provisions of Section 3.

(26) "Unit" shall mean respectively, a Commercial Unit, Garage Unit or Residential Unit.

(27) "Unit Owner" shall mean any person or combination of persons (including, by way of example rather than of limitation, the Developer) who holds the legal title to a Unit under a deed or other instrument; provided, that (a) no lessee or Contract Purchaser shall, merely by virtue of such person's status as such, be deemed to be a Unit Owner; and (b) no Mortgagee shall be deemed to be the Unit Owner of a Unit unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption therein.

1.2. Any other term to which meaning is specifically ascribed by any provision of this Declaration shall for purposes of this Declaration and the By-Laws be deemed to have such meaning.

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

Section 2. Name.

The Condominium shall be known as "THE CARROLLTON CONDOMINIUM".

Section 3. Units and Common Elements.

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3.1. The Condominium shall be comprised of Units and Common Elements.

3.2. Units.

3.2.1. The Condominium shall contain ninety-five (95) Residential Units, seven (7) Commercial Units and ninety-eight (98) Garage Units.

3.2.2. The location within the Condominium, and the dimensions, of each Unit are shown on the Condominium Plat and are more particularly defined by the provisions of this Section 3. The designation of each Unit as either a Commercial Unit, Garage Unit or Residential Unit, respectively, is shown on the Condominium Plat.

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

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

(a) The space bounded by and contained within:

(i) the following portions of the vertical perimetrical walls enclosing such Unit:

(A) the exterior, or unfinished side, of the plaster portion of any wall; and

(B) with respect to any window opening or doorway opening to the outside surface of any of the said walls, the exterior surface (in the closed position) of the outermost window, or the outermost door, set within such opening;

(ii) the lower unfinished surface of the concrete portion of the ceiling of such Unit; and

(iii) the upper unfinished surface of the concrete portion of the subfloor of such Unit.

(b) Any circuit breaker panel and any and all electrical installations and fixtures (including, by way of example rather than of limitation, any and all

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outlets, switches, lampholders or other electrical service terminals, wherever located) which exist for the exclusive use of such Unit, and all wiring and conduit running from any such circuit breaker panel to any such installation or fixture.

(c) All of the equipment for the heating and air conditioning unit located within the mechanical room of such Unit, and all of its controls and control wiring.

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

(e) All range hood or bath fans for such Unit, and all duct work connecting the same to any common exhaust duct serving such Unit as well as other Units.

(f) All bathroom and kitchen plumbing fixtures and connections thereto for such Unit, including, by way of example rather than of limitation, all sinks, faucets, commodes, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such Unit as well as other Units.

(g) All improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of such Unit as hereinabove set forth, as well as all improvements, fixtures and installations specifically designated by the provisions hereof as being part of such Unit, but not located within such boundaries; all screen doors and window screens, if any, attached to the Unit.

3.2.5. Except as may be otherwise provided herein, each Garage Unit shall consist of the space bounded by and contained within (i) four vertical planes extended from the boundaries of such Unit as shown on the Condominium Plat, (ii) the unfinished concrete floor of such Unit, and (iii) a plane parallel with and located eight feet (8') above such floor.

3.2.6. Anything contained in the foregoing provisions of this Section 3.2 to the contrary notwithstanding, as described hereinabove, no Unit shall include (a) any loadbearing or structural wall, partition or

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column, or (b) any main, duct, stack, raceway, wire, conduit, line drain, pipe, meter or other similar thing or device which is used in providing any utility or service to any portion of the Condominium other than, or in addition to, such Unit.

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

3.3. The Common Elements.

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

3.3.2. The Limited Common Elements.

(a) The Limited Common Elements shall consist of those Common Elements which are designated on the Condominium Plat, as such.

(b) The right to use each of the Limited Common Elements shall be, and is hereby, reserved and restricted to the Unit Owner of the Unit adjacent to each of the Limited Common Elements.

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

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

3.4. Presumption as to existing physical boundaries of Units and Common Elements.

The existing physical boundaries of any Unit (as defined by the provisions of Section 3.2) or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries therefor as shown on the Condo-

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minium Plat shall conclusively be presumed to be the boundaries of such Unit or Common Element, regardless of whether (a) there has occurred any shifting, settlement or lateral movement of the building or other portion of the Condominium within or upon which such Unit or Common Element is located, or (b) there exists any minor variation between the boundaries therefor as are shown on the Condominium Plat and such existing physical boundaries.

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

Section 4. Percentage Interests.

4.1. Each Unit Owner, by virtue of his ownership of a Unit, shall own (a) an undivided percentage interest in the Common Elements, and (b) a percentage interest in the Common Expenses and Common Profits, each of which shall be determined in accordance with the provisions of this Section.

4.2. Each Unit Owner's undivided percentage interest in the Common Elements shall be as set forth with respect to his Unit in the schedule which is attached hereto as Exhibit C.

4.3. Each Unit Owner's percentage interest in the Common Expenses and Common Profits shall be as set forth in respect to his Unit in Exhibit C.

4.4. The percentage interests which are created by the foregoing provisions of this Section

4.4.1. may not be separated from the respective Units to which they are appurtenant;

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4.4.2. shall have a permanent character; and

4.4.3. shall not be changed unless and until

(a) each Unit Owner and each Mortgagee has consented thereto in writing (except where such change is made pursuant to the provisions of Section 11-107(d) of the Act), and

(b) this Declaration has been amended to effect such change through the recordation of an appropriate amendatory instrument among the Land Records.

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

Section 5. The By-Laws; the Council of Unit Owners; Votes; Council property; Assessments.

5.1. The By-Laws. The affairs of the Condominium shall be governed in accordance with the By-laws, the initial form of which has been labeled (and is hereby designated) as Exhibit D hereto, is to be recorded among the Land Records immediately following the recordation thereamong of this Declaration, and may be amended from time to time in accordance with the provisions thereof and of the Act and this Declaration.

5.2. The Council of Unit Owners.

5.2.1. The affairs of the Condominium shall be governed by The Council of Unit Owners of The Carrollton Condominium, which shall not be incorporated.

5.2.2. The membership of the Council shall be comprised of and limited to all of the Unit Owners.

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

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5.3. Votes.

5.3.1. Subject to the operation and effect of the provisions of Section 5.3.3, the By-Laws or applicable law, each Unit Owner shall be entitled to cast at meetings of the Membership the number of Votes shown on Exhibit C.

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

5.3.3. The Development Period.

(a) Anything contained in the foregoing provisions of this subsection 5.3 to the contrary notwithstanding, the Developer hereby reserves during the Development Period all of the rights and powers which, under the provisions of this Declaration, the By-Laws or applicable law, are held by (i) the Council (including those exercisable on behalf of the Council by the Board of Directors).

(b) Each person who, alone or with any other person, becomes a Unit Owner shall conclusively be presumed, by his having accepted the conveyance of the legal title to his Unit,

(i) to have given to the Developer an irrevocable and exclusive proxy entitling the Developer, at each meeting of the Unit Owners held during the Development Period, to cast the Votes which are appurtenant to such Unit on each question which comes before such meeting;

(ii) to have agreed with the Developer to renew such proxy whenever during the Development Period such proxy expires or becomes ineffective under applicable law as construed by the Developer's legal counsel; and

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(iii) to have agreed with the Developer that such proxy and any such renewal or agreement to renew are given to or made with, and relied upon by, the Developer in connection with its development, construction, marketing, sale and leasing of any or all of the Condominium which at any time is owned by the Developer, and are coupled with an interest.

(c) Anything contained in the foregoing provisions of this paragraph 5.3.3 to the contrary notwithstanding, the Developer shall not be entitled, by virtue of the rights, powers or proxy reserved by or granted to the Developer under the foregoing provisions of this paragraph 5.3.3, to amend this Declaration, the By-Laws or the Condominium Plat without first obtaining the written consent thereto of each Unit Owner and (in the case of this Declaration or the Condominium Plat) Mortgagee.

(d) The Development Period shall consist of the period commencing on the date hereof and terminating on the first to occur of (i) the Developer's termination thereof by recording among the Land Records an instrument expressly providing for such termination and making specific reference to this subparagraph, (ii) the third (3rd) anniversary of the date hereof, and (iii) the acquisition by a person other than the Developer of the legal title to all Units of the Condominium.

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

5.5. Assessments. The Council may obtain funds for the payment of Common Expenses from time to time by levying assessments (each of which is hereinafter referred to as an "Assessment") against the Unit Owners and their respective Units in proportion to their respective percentage interests in the Common Expenses and Common Profits, all upon the terms, for the purposes and subject to the conditions which are set forth in the provisions of the Act, this Declaration and the By-Laws.

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Section 6. Control of, and rights in, Common Elements and Units.

6.1. Conveyance or dedication by Council of easements or other rights in the Common Elements.

6.1.1. Subject to the operation and effect of the provisions of Sections 6.1.2 and 6.3, the Council may convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Common Elements, with and only with the approval of Unit Owners holding in the aggregate at least seventy-five percent (75%) of the number of Votes held by all of the Unit Owners.

6.1.2. Each Unit Owner, purchaser, heir, assignee or other transferee of or to the legal or beneficial title to, or any other interest in, any Unit shall be conclusively presumed, by his acceptance thereof, irrevocably to have appointed the Council to be his attorney-in-fact, with full and irrevocable power and authority (which shall be deemed and to be coupled with an interest), in the name of and on behalf of the Condominium, the Council and/or such Unit Owner, purchaser, heir, assignee or other transferee, to take any of the following actions:

(a) grant, convey or dedicate (i) to any one or more public or quasi-public governmental authorities or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds or pumping stations, water lines, mains, or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Council considers appropriate for the provision of any utility or utility service to the Condominium and (ii) to the said City or any other governmental body, any land then forming part of the Common Elements which is improved or to be improved by a roadway or sidewalk; provided, that no such grant, conveyance or dedication shall be made unless the entity to which it is to be made has agreed with, or provided reasonable assurances to, the Council, in a bona fide manner, that thereafter it will operate and maintain the same for the use and enjoy-

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ment of the Unit Owners and any other members of the general public who are thereafter entitled to use and enjoy the same.

(b) convey the legal title to, or any interest in, any or all of the Common Elements to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (ii) under threat of such condemnation or exercise and in lieu thereof (after which grant, conveyance or dedication that portion of the Common Elements which is the subject of the same shall not form part of the Common Elements).

(c) grant a leasehold interest in or a license with respect to any or all of the Common Elements to any person, for a period which terminates not later than the third (3rd) anniversary of the date of such grant.

(d) execute, enseal, acknowledge, deliver and record on behalf of and in the name of the Condominium, the Council and/or such Unit Owner, purchaser, heir, personal representative, successor, assign or other transferee, any and all documents, the execution, ensealing, acknowledgment, delivery or recordation of which in the name of and on behalf of the same is deemed appropriate by the Council in order to effectuate the provisions of this Section or to exercise any of such rights and powers.

6.2. Easements benefiting Units.

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

6.2.2. Each Unit shall have the benefit of a non-exclusive easement for the use of the General Common Elements; provided that:

(a) such use is in accordance with applicable law and the provisions of this Declaration, the By-Laws and the Rules and Regulations;

(b) any admission or other fee which the Council then charges for such use is paid;

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(c) no person other than the Council may construct, reconstruct, alter or maintain any structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the Common Elements; and

(d) no person shall without first obtaining the Council's consent do anything within the Common Elements which will cause an increase in any premium paid by the Council for liability or other insurance with respect to the Common Elements, or the cancellation of any such insurance.

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

6.3. Development easements.

6.3.1. The Developer shall have, and the Developer hereby reserves, an easement for ingress and egress in, over and through the Common Elements, to and from each public roadway which at the time of the exercise thereof abuts the Condominium, from and to each Unit for access by (a) the Developer, (b) any contractor, subcontractor, real estate agent or broker being utilized by the Developer, and (c) their respective agents, officers, employees, invitees and licensees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of the Condominium.

6.3.2. The benefit of such easement shall terminate upon the expiration of the Development Period.

Section 7 Rights of Mortgagees.

7.1. General.

7.1.1. Regardless of whether a Mortgagee in Possession of a Unit is the Unit Owner thereof, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit

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Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Council and any other Unit Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Unit Owner thereof.

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

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

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

7.3.1. free of any claim or lien for any Assessment which is levied against such Unit prior to the recordation of such Mortgage (unless prior to such recordation a statement of condominium lien [as that term is defined by the provisions of Section 11-110 of the Act, and sufficient for the purposes thereof] covering such Assessment is recorded), other than any claim for a pro rata share of the amount represented by such Assessment which results from any pro rata reallocation of such Assessment among all of the Units, including such Unit; and

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

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

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

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

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

7.5. Right to inspect, and to receive audited statement and notice.

A Mortgagee shall, upon request of the Council, and provided that such Mortgagee has furnished the Council with the information which it is required by the By-Laws to furnish the Council, all in the manner set forth therein, be entitled to

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

7.5.2. require the preparation of and (if such preparation is required) receive an annual audited financial statement of the Council within ninety (90) days following the end of any fiscal year of the Council;

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

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7.5.4. be given timely written notice by the Council of

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

(b) any proposed termination of the Condominium Regime; and

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

(d) any default in the performance by the Unit Owner of the Unit on which such Mortgagee holds a Mortgage of any obligations under the Declaration or By-Laws which is not cured within sixty (60) days.

Section 8 General

8.1. Assignment.

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

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

8.1.3. The Developer does hereby assign to Robert J. Carson and Joseph M. Roulhac, Trustees under the Deed of Trust dated September 21, 1978 and recorded among the Land Records of Baltimore City in Liber 3664, folio 699 et. seq. through 709, all of the Developer's right, title and interest (but not the obligations) hereunder (includ-

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ing, by way of example rather than of limitation, the Developer's rights (and any proxy) under or held pursuant to, the provisions of Sections 5 and 6) as additional security to be held as part of the trust property in accordance with the terms of the Deed of Trust.

8.2. Amendment and termination. This Declaration and the Condominium Plat may be amended (or the Condominium Regime may be terminated) with and only with the prior, express written consent thereto of each Unit Owner and each Mortgagee, acting in accordance with the provisions of the Act. Any such amendment shall become effective upon and only upon the recordation of an appropriate amendatory instrument or plat among the Land Records.

8.3. Waiver. The Developer shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. Without limiting the generality of the foregoing, no delay or omission by the Developer in exercising any such right shall be deemed to be a waiver of the exercise thereof. No such waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise thereof, or with respect to any other such right.

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

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

8.6. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the By-Laws, the Condominium Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b)

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such provision in any instance which is not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by law, and shall be construed wherever possible as being consistent with applicable law.

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

8.8. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration or the By-Laws shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any contract purchaser or lessee of a Unit, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder therein of the Unit Owner of such Unit.

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

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8.10. Liability of Unit Owners. The liability of each person who, together with one or more other persons, is a Unit Owner or a Lessee for the adherence to the terms and the satisfaction of the conditions hereof and of the By-Laws shall be joint and several.

8.11. Developer's affirmation pursuant to section 11-102.1 of the Act.

The Developer hereby affirms under penalty of perjury that the notice requirements of section 11-102.1 of the Real Property Article of the Annotated Code of Maryland, if applicable to this Declaration or to the Condominium, have been fulfilled.

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

WITNESS:

CARROLLTON APARTMENTS LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland,



by [Signature] (SEAL)
General Partner
by [Signature] (SEAL)
General Partner

The Developer

STATE OF New York: COUNTY OF New York: TO WIT:

I HEREBY CERTIFY that on this 13th day of March, 1972, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Robert S. Lyons, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a General Partner of CARROLLTON APARTMENTS LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland and the entity named in the foregoing instrument as "the Developer", that he has been duly

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authorized to execute, and has executed, the said instrument on behalf of the said is its act and deed.

AS WITNESS my hand and Notarial Seal.



Anne Henze
Notary Public

My commission expires on 3/30/81

ANNE HENZE
Notary Public, State of New York
No. 116,075
District of Columbia
Commission Expires March 30, 1981

STATE OF New York: COUNTY OF New York: TO WIT:

I HEREBY CERTIFY that on this 13th day of March, 1979, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Stanley Wronowski, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a General Partner of CARROLLTON APARTMENTS LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland and the entity named in the foregoing instrument as "the Developer", that he has been duly authorized to execute, and has executed, the said instrument on behalf of the said is its act and deed.

AS WITNESS my hand and Notarial Seal.

Anne Henze
Notary Public

My commission expires on 3/30/81

ANNE HENZE
Notary Public, State of New York
No. 116,075
District of Columbia
Commission Expires March 30, 1981



BALTIMORE CITY SUPERIOR COURT (Land Records) WA 3742, p. 0082, MSA_CE168_14062 Date available 11/30/2004 Printed 02/07/2025

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CONSENT AND AGREEMENT OF
TRUSTEES AND BENEFICIARY

Joseph M. Roulhac and Robert J. Carson, Trustees, and Mellon Bank N.A., a banking association organized and existing under the law of Pennsylvania, who are, respectively, the trustees and the beneficiary under a deed of trust dated September 21, 1978, and recorded among the Land Records of Baltimore City, Maryland, in Liber 3664 at folios 699 et seq., hereby

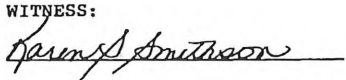
(a) consent to the execution, ensealing, acknowledgment and recordation among the said Land Records of the foregoing Declaration by the person named therein as "the Developer", and to the resulting subjection of the real property which is described in Exhibit A thereto to a condominium regime pursuant to the provisions of title 11 of the Real Property Article of the Annotated Code of Maryland (1974 edition, as amended); and

(b) agree that, by such recordation, their interest in and to the said real property under the provisions of such deed of trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in and to (1) each unit of the condominium created by such recordation, and (2) the respective undivided percentage interest in the common elements of such condominium which is attendant to each such unit, all as set forth in the provisions of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or of joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary, or has caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:



 (SEAL)
Joseph M. Roulhac, Trustee

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WITNESS:

Karen S. Smithson

Robert J. Carson (SEAL)
Robert J. Carson, Trustee

ATTEST:

Mellon Bank N.A.,
a bank organized and
existing under the law of
Pennsylvania,

Richard T. McCarter

by James R. Starnon (SEAL)

STATE OF MARYLAND : ~~COUNTY~~ CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 4th day of April,
1979, before me, a Notary Public for the state and county
aforesaid, personally appeared Robert J. Carson, trustee,
known to me or satisfactorily proven to be the person
whose name is subscribed to the foregoing instrument, who
acknowledged that he has executed the same as trustee for
the purposes therein set forth, and that the same is his
act and deed.



IN WITNESS WHEREOF, I have set my hand and
Notarial Seal, the day and year first above written.

Karen S. Smithson
Notary Public
Karen S. Smithson

commission expires on 7/1/82

STATE OF MARYLAND : ~~COUNTY~~ CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 4th day of April,
1979, before me, a Notary Public for the state and county
aforesaid, personally appeared Joseph M. Roulhac,
trustee, known to me or satisfactorily proven to be the
person whose name is subscribed to the foregoing
instrument, who acknowledged that he has executed the same
as trustee for the purposes therein set forth, and that
the same is his act and deed.

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IN WITNESS WHEREOF, I have set my hand and
Notarial Seal, the day and year first above written.



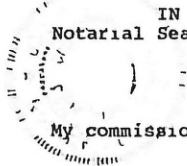
Karen S. Smithson
Notary Public
Karen S. Smithson

My commission expires on 7/1/82

STATE OF PENNSYLVANIA COUNTY OF ALLEGHENY TO WIT:

I HEREBY CERTIFY that on this 2nd day of April,
1979, before me, a Notary Public for the state and county
aforesaid, personally appeared James R. Starman,
known to me or satisfactorily proven to be the person
whose name is subscribed to the foregoing instrument, who
acknowledged that he is the Assistant Vice President
of Mellon Bank N.A., a duly
organized and existing under the law of Pennsylvania that
he has been duly authorized to execute, and has executed,
the foregoing instrument on behalf of the said entity for
the purposes therein set forth, and that the same is its
act and deed.

IN WITNESS WHEREOF, I have set my hand and
Notarial Seal, the day and year first above written.



Joyce Anderson
Notary Public

My commission expires on March 15, 1982.

JOYCE ANDERSON, Notary Public
Philadelphia County, PA
My Commission Expires March 15, 1982

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THE CARROLLTON CONDOMINIUM

DECLARATION

EXHIBIT A

Description of Condominiumum

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BEGINNING for the same at a pipe now planted at the corner formed by the intersection of the northeast side of University Parkway and the southeast side of Greenway said pipe also being at the westernmost corner of lot numbered 1 in the block numbered 24 as shown on the Plat of Guilford Sheet No. 1 filed among the Land Records of Baltimore City in Plat Tube No. 2 running thence as now surveyed and referring the courses of this description to the true meridian as established by the Baltimore Topographical Survey Commission and binding on the northeast side of University Parkway south 50 degrees 48 minutes east 323.41 feet to a pipe planted at the corner formed by the intersection of the said northeast side of University Parkway with the northwest side of Calvert Street running thence and binding on the northwest side of Calvert Street north 26 degrees 22 minutes 48 seconds east 279.90 feet to a pipe thence leaving Calvert Street and binding on the northeasternmost outline of the lot designated A on a plat marked No. 2 attached to a Deed from the Roland Park Company to Associated Professors of Loyola College in the City of Baltimore, dated November 7th, 1914 and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 2938, folio 341, etc. north 49 degrees 14 minutes 55 seconds west 105.14 feet thence continuing the same course and binding on the northeasternmost outline of lot No. 3 Block 24 as shown on the aforementioned Plat of Guilford, north 49 degrees 14 minutes 55 seconds west 152 feet to the southeast side of Greenway thence binding on the southeast side of Greenway south 40 degrees 45 minutes 18 seconds west 245.89 feet thence still binding on the southeast side of Greenway by a line curving toward the left or the south (having a radius of 174.82 feet and a chord bearing south 35 degrees 07 minutes 36 seconds west 34.19 feet) a distance of 34.26 feet to the place of beginning.

Containing 1.849 acres of land more or less.

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THE CARROLLTON CONDOMINIUM
DECLARATION
EXHIBIT C

Percentage Interests and Votes

<u>Unit Number</u>	<u>Percentage Interest</u>	<u>Votes</u>
1	.7891%	10
2	.7797%	10
101	1.0931%	10
201	1.0931%	10
301	1.0931%	10
401	1.0931%	10
501	1.0931%	10
601	1.0931%	10
701	1.0931%	10
801	1.3866%	10
901	1.4065%	10
102	.9916%	10
202	.9916%	10
302	.9916%	10
402	.9916%	10
502	.9916%	10
602	.9916%	10
702	.9916%	10
103	.4391%	10
203	.5701%	10
303	.5701%	10

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403	.5701%	10
503	.3428%	10
603	.3428%	10
703	.3428%	10
803	.3428%	10
104	.7246%	10
204	.7246%	10
304	.7246%	10
404	.7246%	10
504	.7246%	10
604	.7246%	10
704	.7246%	10
904	1.0600%	10
105	1.0600%	10
205	1.0600%	10
305	1.0600%	10
405	1.0600%	10
505	1.0600%	10
605	1.0600%	10
705	1.0600%	10
805	1.3234%	10
106	.8636%	10
206	.5274%	10
306	.9629%	10
406	.9629%	10
506	.9629%	10

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606	.9629%	10
706	.9629%	10
806	.9629%	10
906	1.1364%	10
107	.7407%	10
207	.7407%	10
307	.7407%	10
407	.7407%	10
✓ 507	.7341%	10
607	.7341%	10
707	.9658%	10
807	.9658%	10
907	.9982%	10
108	.4994%	10
208	.6864%	10
308	.6864%	10
408	.6864%	10
508	.6864%	10
608	.6864%	10
708	.6864%	10
808	.6864%	10
908	.6864%	10
109	.7150%	10
209	.7106%	10
309	.9629%	10

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409	.9629%	10
509	.9629%	10
609	.9629%	10
709	.9629%	10
809	.9629%	10
909	1.1364%	10
110	1.2505%	10
210	1.1100%	10
310	1.1100%	10
410	1.1100%	10
510	1.1100%	10
610	1.1100%	10
710	1.1100%	10
810	.7532%	10
910	.7282%	10
111	.7276%	10
211	.7276%	10
311	.7276%	10
411	.7276%	10
511	.7276%	10
611	.7276%	10
711	.7276%	10
811	1.0806%	10
112	.5987%	10
212	.6820%	10

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312	.6820%	10
412	.6820%	10
512	.6820%	10
612	.6820%	10
712	.6820%	10

PARKING UNITS % INTEREST

1001	.1265%	1
1002	.1265%	1
1003	.1265%	1
1004	.1265%	1
1005	.1265%	1
1006	.1265%	1
1007	.1265%	1
1008	.1265%	1
1009	.1265%	1
1010	.1265%	1
1011	.1265%	1
1012	.1265%	1
1013	.1265%	1
1014	.1265%	1
1015	.1265%	1
1016	.1265%	1
1017	.1265%	1
1018	.1265%	1

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1019	.1265%	1
1020	.1265%	1
1021	.1265%	1
1022	.1265%	1
1023	.1265%	1
1024	.1265%	1
1025	.1265%	1
1026	.1265%	1
1027	.1265%	1
1028	.1265%	1
1029	.1265%	1
1030	.1265%	1
1031	.1265%	1
1032	.1265%	1
1033	.1265%	1
1034	.1265%	1
1035	.1265%	1
1036	.1265%	1
1037	.1265%	1
1038	.1265%	1
1039	.1265%	1
1040	.1265%	1
1041	.1265%	1
1042	.1265%	1
1043	.1265%	1

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1044	.1265%	1
1045	.1265%	1
1046	.1265%	1
1047	.1265%	1
1048	.1265%	1
1049	.1265%	1
1050	.1265%	1
1051	.1265%	1
1052	.1265%	1
1053	.1265%	1
1054	.1265%	1
1055	.1265%	1
1056	.1265%	1
1057	.1265%	1
1058	.1265%	1
1059	.1265%	1
1060	.1265%	1
1061	.1265%	1
1062	.1265%	1
1063	.1265%	1
1064	.1265%	1
1065	.1265%	1
1066	.1265%	1
1067	.1265%	1
1068	.1265%	1

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1069	.1265%	1
1070	.1265%	1
1071	.1265%	1
1072	.1265%	1
1073	.1265%	1
1074	.1265%	1
1075	.1265%	1
1076	.1265%	1
1077	.1265%	1
1078	.1265%	1
1079	.1265%	1
1080	.1265%	1
1081	.1265%	1
1082	.1265%	1
1083	.1265%	1
1084	.1265%	1
1085	.1265%	1
1086	.1265%	1
1087	.1265%	1
1088	.1265%	1
1089	.1265%	1
1090	.1265%	1
1091	.1265%	1
1092	.1265%	1
1093	.1265%	1



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1094	.1265%	1
1095	.1265%	1
1096	.1265%	1
1097	.1265%	1
1098	.1265%	1

REC'D FOR RECORD APR 4 1979 ^{2 1/2}
 BALTIMORE CITY, LIBER W.A. 3742 M. R. RECORDED IN THE LAND RECORDS OF
 PAGE 59 WILLIAM ALLEN, CLERK