English Country Manor II

Important Information



PREPARED EXCLUSIVELY FOR:

294E Canterbury Rd Bel Air, MD 21014

English Country Manor II

Disclosure Documents



PREPARED EXCLUSIVELY FOR:

294E Canterbury Rd Bel Air, MD 21014



Memorandum

August 7, 2025

TO: shannon@ajbillig.com

FR: Resale and Lender Processing Department

RE: Important Information Regarding Transfer of Title to New Owners

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

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

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

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

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

21 Christopher Way Eatontown, NJ 07724

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

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

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

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

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

Thank you in advance for your cooperation!

FirstService Residential



Resale Certificate

WW-B39704

English Country Manor II
This certificate has been prepared on August 7, 2025
on behalf of Ethel Hipley, owner(s) of
294E Canterbury Rd, Bel Air, MD 21014
Purchaser is Auction - Tbd

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

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

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

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

See enclosed documents.

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

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

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

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

Fees payable to English Country Manor II. Separate checks are required for each line item - must be certified funds.

Balance for account 2779-E2CANT-294E-01 through 08/06/2025

\$0.00

Balance includes August 2025 dues.

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

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

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



Resale Certificate (continued)

WW-B39704

English Country Manor II
This certificate has been prepared on August 7, 2025
on behalf of Ethel Hipley, owner(s) of
294E Canterbury Rd, Bel Air, MD 21014
Purchaser is Auction - Tbd

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

Fees due from Buyer

Fees payable to English Country Manor II. Separate checks are required for each line item - must be certified funds.

Prepayment of 2 months Assessments:

\$740.00

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

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

21 Christopher Way Eatontown, NJ 07724

Assessment Information

Assessment: \$370.00 due Monthly on the 1st day of the payment period

Additional Fee: \$0.00 due Monthly on the 1st day of the payment period

(Parking (when applicable))

Late Charge: \$50.00 and/or 15%% will be attached to any assessment received 15 day(s) after due date

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

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

Listed are the capital expenditures anticipated within the current fiscal year: None

Listed are the capital expenditures anticipated within the two next succeeding fiscal years: None

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

See enclosed Financial Statements.



Resale Certificate (continued)

WW-B39704

English Country Manor II
This certificate has been prepared on August 7, 2025
on behalf of Ethel Hipley, owner(s) of
294E Canterbury Rd, Bel Air, MD 21014
Purchaser is Auction - Tbd

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

The amount of the association's reserve fund as of the beginning of the current quarter is: \$305,991

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

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

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

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

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

Insurance Company: Schoenfeld Insurance Associates, Inc.
Agent: Schoenfeld Insurance Associates, Inc.

Phone: (410) 602-2000 Fax: (410) 602-1160

MEMBERS SHALL OBTAIN THEIR OWN INSURANCE COVERAGE ON THEIR UNITS.

The terms of the policies prevail over the above description.



Created: 08/07/2025

Created: 08/07/2025

Resale Certificate (continued)

WW-B39704

English Country Manor II
This certificate has been prepared on August 7, 2025
on behalf of Ethel Hipley, owner(s) of
294E Canterbury Rd, Bel Air, MD 21014
Purchaser is Auction - Tbd

(ix) The following is a statement as to whether the council of unit owners has knowledge that any alteration or improvement to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, bylaws, or rules or regulations:

Common Area: Items Not Permitted in Common Area

(Please remove the windchime and flowerpot from the common area outside of condo unit E. Unless specific portions of the Common Element are designated by the Board of Directors (Board) for such purpose, no portion of the Common Element shall be used for the storage or placement of furniture or any other article, including but not limited to, boxes, shopping carts, and the like.)

Please be advised that if the unit is sold and is not in compliance with the association's governing documents, the buyer assumes the responsibility for an existing violation(s) known or unknown to the association.

Common Area: Items Not Permitted in Common Area

(Please remove the letter "E" that was installed on the common area wall outside of the entry door. Unless specific portions of the Common Element are designated by the Board of Directors (Board) for such purpose, no portion of the Common Element shall be used for the storage or placement of furniture or any other article, including but not limited to, boxes, shopping carts, and the like.)

Please be advised that if the unit is sold and is not in compliance with the association's governing documents, the buyer assumes the responsibility for an existing violation(s) known or unknown to the association.

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

There are none known to the association.

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

Clubhouse(s): 1 - 600 Squire Ln Swimming Pool(s): 1 - 600 Squire Ln

Tennis Court(s):

Playground(s): clubhouse pool outdoor seating areas

Other Amenities: Pool, clubhouse, car wash area, common seating areas



Resale Certificate (continued)

WW-B39704

English Country Manor II

This certificate has been prepared on August 7, 2025
on behalf of Ethel Hipley, owner(s) of
294E Canterbury Rd, Bel Air, MD 21014
Purchaser is Auction - Tbd

In addition to the information contained herein and attached hereto, to fulfill the requirements of the resale contract, you will need a statement by the unit owner(s) as to knowledge of the following:

- (i) That any alteration to the unit or the limited common elements assigned to the unit violate any provisions of the declaration, by-laws or rules and regulations;
- (ii) Of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit; and
- (iii) That the unit is subject to an extended lease under § 11-137 of this title or under local law, and if so, a copy of the lease must be provided; and
- (iv) Of the presence of asbestos in the unit, including a description of the location of the asbestos, and whether abatement has been performed in the unit during the occupancy of the owner; and
- (v) A written notice of the unit owner's responsibility for the council of unit owners' property insurance deductible and the amount of the deductible.

Additional Information

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

This disclosure packet was prepared by the Association on 08/07/2025. This Certificate is valid for sixty days from the date of issuance.

FirstService Residential



Seller's Signature:

FirstService Residential (732) 728-9690



Resale Certificate

WW-B39704

English Country Manor II
This certificate has been prepared on August 7, 2025
on behalf of Ethel Hipley, owner(s) of
294E Canterbury Rd, Bel Air, MD 21014
Purchaser is Auction - Tbd

Buyer(s) Name(s): Buyer Phone:	
Buyer Email Address:	
Buyer, please provide the following inform	ation regarding insurance policy.
Insurance Agent:	Agent Phone Number:
Policy Number:	Renew Date:
If your address is different from the purch	ase address above, please note below.
Address:	
City, State Zip:	
Declarations/Mater Deed, Bylaws, Rules a please contact the community manager to directly with regard to new or proposed re Purchaser understands and agrees that th monthly/quarterly/semiannually/annually ownership and common area property ma Purchaser acknowledges the need to undeclosing and the prudence of seeking advice. The Unit is/is not subject to an extended le Maryland or under local law, and if so, a cowithout penalty, at any time within 7 day of	ertake final verification with the Title Company and Association just prior to the e of independent legal counsel. ease under section 11-137 of the real Property Article of the Annotated Code of opy of the lease must be provided. You will have the right to cancel this contract of following delivery to you of all of this information. However, once the sale is closed
your right to cancel the contract is termina	
Purchaser's Signature:	Settlement Date:
	of refund):

Settlement Date:



Resale Certificate (continued)

WW-B39704

English Country Manor II
This certificate has been prepared on August 7, 2025
on behalf of Ethel Hipley, owner(s) of
294E Canterbury Rd, Bel Air, MD 21014
Purchaser is Auction - Tbd

The following items are required to be returned to the address noted below within two (2) business days of the closing: **21 Christopher Way Eatontown, NJ 07724**

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

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

English Country Manor II

Governing Documents



REC FE 136.00

SURCHG 2,00

HARF. CO. 139.00

#777550 COO2 ROL T14:54

10/21/93

DECLARATION

OF

ENGLISH COUNTRY MANOR II CONDOMINIUM

LIBER 2 0 2 5 FOLIO 1 0 4 9 i

197 197 19

TABLE OF CONTENTS

DECLARATION

ENGLISH COUNTRY MANOR II CONDOMINIUM

Section		Page
1.	Definitions	2
2.	The Name of the Condominium	4
3.	Units and Common Elements	4
4.	Percentage Interests	В
5.	The By-Laws; The Council of Unit Owners; Votes; Council Property; Assessments	9
6.	Control of, and Rights in, Common Elements and Units	11
7.	Option to Expand the Condominium	16
8.	Rights of Mortgagees,	19
9.	General Provisions	21

LIST OF EXHIBITS

"A"	-	Description	of Real Pro	perty
"В"	-	Condominium	Plats	
"C"	-	Schedule of	Percentage	Interests
"D"	_	Property for	Expansion	

LIBER2025 FOLIDIO50

DECLARATION

OF

VENGLISH COUNTRY MANOR II CONDOMINIUM

THIS DECLARATION, made this 21 th day of October, 1993 by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as "the Developer"),

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

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

WHEREAS, the Developer herein reserves the right, to be exercised in the Developer's sole discretion, to expand the condominium by subjecting additional land, improvements, and appurtenances to the condominium regime in accordance with Section 11-120 of the Act (as hereinafter defined);

NOW, THEREFORE, the Developer hereby declares its intent to 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 (1988 Repl. Vol., as amended from time to time), all of that tract of land, situate and lying in Harford County, Maryland which is described in **Exhibit A** hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase I'English County Manor II Condominium", and hereby designated as **Exhibit B**, and intended to be recorded among the Land Records of Harford County, Maryland, simultaneously with the recordation of this Declaration.

TOGETHER WITH the improvements thereon identified in the Condominium Plats recorded simultaneously herewith, and all of the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining to such land and/or the improvements erected thereon (all of which tract, improvements and appurtenances are hereinafter referred to collectively as "the Condominium").

LIBER2025 FOLID1051

SUBJECT TO the operation and effect of any and all instruments which have been recorded among the aforesaid Land Records prior to the recordation of this Declaration, and to this Declaration, the By-Laws and the Condominium Plats.

 $\ensuremath{\text{UPON}}$ THE TERMS and subject to the conditions which are hereinafter set forth:

Section 1. <u>Definitions</u>.

- 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 Annotated Code of Maryland, as from time to time amended.
- (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.
- (3) "the Board of Directors" shall mean the board of directors of the Council.
- (4) "the Buildings" shall mean those structures which are part of the Condominium, as they may exist from time to time.
- (5) "the By-Laws" shall mean those by-laws, the form of which is referred to in the provisions of Section 5.1., as from time to time amended.
- (6) "the Common Elements" shall mean all of the Condominium except the Units, which term shall include both the General Common Elements and the Limited Common Elements.
- (7) "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.
- (8) "Common Profits" shall mean all profits realized by the Council.
- (9) "the Condominium" shall mean, collectively, all of the initial property designated as Section I-Building 14 on the Condominium Plats subjected to the condominium regime by the recordation of this Declaration, the By-Laws and the

-2-

8544/BLURE

LIBER2025 FOLD1052

Condominium Plat, and such Additional Sections (as hereinafter defined) as may be added to the Condominium from time to time as provided in Section 7 hereof (but as to such Additional Sections not unless and until so subjected).

. 31

- (10) "the Condominium Plat" or "the Condominium Plats" shall mean, collectively, those plats which are designated as <u>Exhibit B</u>, aforesaid, as from time to time amended.
- (11) "the Council" shall mean the Council of Unit Owners, the entity described in the provisions of Section 5.2. hereof.
- $\mbox{(12)}$ "this Declaration" shall mean this instrument, as from time to time amended.
- (13) "the Developer" shall mean Harford Land Development Limited Partnership, its successors 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 9.1. hereof; provided, that no Unit Owner or Mortgagee shall, merely by virtue of its status as such, be deemed to be the Developer.
- (14) "General Common Elements" shall mean all of the common elements of the Condominium except the limited common elements.
- (15) "Limited Common Elements" shall mean those common elements identified in this Declaration or on the Condominium Plats as reserved for the exclusive use of one or more but less than all of the Unit Owners.
- (16) "Mortgage" shall mean any mortgage or deed of trust encumbering any Unit, provided that such mortgage or deed of trust has been recorded among the aforesaid Land Records.
- (17) "Mortgagee" shall mean the party secured by a Mortgage. For purposes of Sections 8.4.1, and 8.4.2 and 8.4.4 of this Declaration only, the term "Mortgagee" shall be deemed also to include insurers and guarantors of a Mortgage.
- (18) "Mortgagee in Possession" shall mean any person who is either (a) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such person, or (b) the Unit Owner of a Unit as the result of the conveyance to such person of the Mortgagor's equity of

-3-

8544/BLURE

LIBER2025 FOLIDI 053

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

- (19) "Mortgagor" shall mean the Unit Owner of a Unit, the title to which is encumbered by a Mortgage.
- (20) "person" shall mean any natural person, trustee, corporation, partnership or other legal entity.
- (21) "Unit" shall have the meaning ascribed to it by the provisions of Section $\bf 3$.
- (22) "Unit Owner" or "Owner" shall mean any person or combination of persons (including the Developer), who holds the legal title to a Unit under a deed; 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; (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; and (c) no owner of any redeemable ground rent reversion issuing out of any Unit shall be deemed a Unit Owner.
- 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/or 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 "ENGLISH COUNTRY MANOR II CONDOMINIUM".

Section 3. Units and Common Elements.

- 3.1. The Condominium shall be comprised of Units and Common Elements.
 - 3.2. <u>Units</u>.

3.2.1. The Condominium shall initially contain twenty-nine (29) Units.

8544/BLURE

-4-

LIBER2025 FOLIDI 054

- 3.2.2. The location within the Condominium, and the dimensions, of each Unit hereby established is shown on the Condominium Plat and are more particularly defined by the provisions of Sections 3.2.4 and 3.5.
- 3.2.3. Each Unit shall have and be known by a number and/or letter corresponding to the number shown with respect to it on the Condominium Plat.
- 3.2.4. Except as may be otherwise provided herein, each Unit shall consist of all of the following:
 - (a) The space bounded by and contained

within:

- (i) the following portions of the vertical perimetrical walls enclosing such Unit:
- (A) the exterior, or unfinished stud side, of the dry wall portion of any perimeter wall, including any wall or vertical barrier of balconies or porches; and
- (B) with respect to any window opening or doorway opening to the outside surface of any of the such walls or vertical barriers, the exterior surface (in the closed position) of the outermost window, storm window or screen, or the outermost door, storm door or screen door, set within such opening;
- (ii) the lower unfinished surface of the wood ceiling joist portion of the ceiling of such Unit, including any such surface covering a balcony or porch; and
- (iii) the upper unfinished surface of the concrete portion of the subfloor of all ground floor Units or upper unfinished surface of the wood subfloor of middle and upper level Units, including any such surface forming the subfloor of a balcony or porch.
- (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 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 Unit, and all of its controls and control wiring.

-5-

8544/BLURE

LHER2025 FOLID1055

(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, 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.
- (h) All interior stairways leading to, and only to, a Unit.
- (i) λ 11 fireplaces including the flue stacks from each Unit to the roof.
- 3.2.5. Anything contained in the foregoing provisions of this Section 3.2 to the contrary notwithstanding, a Unit shall not be deemed to include any of the following: (a) any loadbearing or structural wall, partition or column, or (b) any main, duct, stack, wire, conduit, line drain, pipe, meter or other similar thing or device which is used in providing any utility or other service to any portion of the Condominium other than, or in addition to, such Unit.
- 3.2.6. Each Unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon (a) any Unit Owner, by virtue of 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. Description of Common Elements.

(1) All areas and facilities which are not part of a Unit, as described in Section 3.2.4., and are not

--6-

8544/BLURE

[IBER2025 FOLIDI 056

identified in this Declaration or on the Condominium Plats as Limited Common Elements, shall comprise the General Common Elements, some of which are graphically represented on the Condominium Plats, including, but not limited to: all streets, curbs, sidewalks, entrance walks, every foundation wall, exterior wall, portion of a party wall, roof, column, girder, beam, support, stairways other than those leading to, and only to, a unit, floor, partition, entrance and exits, front steps, parking areas, lawn areas, trees, shrubbery, conduits, sewers, water mains, storm drains and other lines, exterior lighting, mail box clusters and all other devices rationally of common use and necessary to the upkeep, use and safety of the Building, and all other conduits, wire outlets and utility lines regardless of location and all other parts of the Condominium and all apparatus and installations existing in the Buildings or for common use or necessity or convenience to the existence, maintenance or safety of the Condominium.

or replacement relating to the Common Elements and structural maintenance, repair or replacement of the Common Elements, shall be treated and paid for as a part of the Common Expense of the Council unless (a) the same shall be caused by the negligence or deliberate act of an individual Unit Owner or other persons residing in a unit with the Unit Owner's actual or implied consent or permission, in which case expenses of maintenance, repair or replacement relating to such Common Elements referred to in this Section shall be borne by and assessed against the Unit Owner, less the amount of any insurance benefits received by the Council on account thereof or (b) the Bylaws expressly provide that a Unit Owner shall be solely responsible for any expense of maintenance, repair or replacement of enumerated Limited Common Elements.

3.3.2. <u>Description of Limited Common</u>
<u>Elements</u>. This Condominium has the following Limited Common
Elements:

(1) All garages shown on the Condominium Plats. The garages are separate and apart from the parking areas shown on the Condominium Plat which are General Common Elements. All such garages are initially allocated to the unit known as Unit H of 292 Canterbury Road. It is the intention of the Developer to grant by deed the exclusive use of one or more garage Limited Common Elements to Unit Owners desiring to purchase such an amenity pursuant to Section 11-108(b) of the Act.

(2) All the equipment, machinery and concrete pads located in Common Elements adjacent to or contiguous to each Unit which serves or functions for the benefit of that Unit exclusively.

-7-

8544/BLURE

LHEER2 0 2 5 FOLED 1 0 5 7

Patio Level Units and any surface area adjacent to Entry Level Units depicted on the Condominium Plats as Limited Common Elements.

(4) Stairways serving Patio Level Units and attic areas adjacent to certain Second Level Units depicted on the Condominium Plats as Limited Common Elements.

3.3.3. 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 Condominium 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.

10

-8-

8544/BLURE

LIBER2025 FOLIO 1058

- 4.2. Each Unit Owner's undivided percentage interest in the Common Elements is based upon a fraction, the numerator of which is one, and the denominator of which is the number of Units included within the Condominium at the time of the calculation. The undivided percentage interest currently appurtenant with respect to each Unit included within the Condominium is set forth 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 is based upon a fraction, the numerator of which is one, and the denominator of which is the number of Units included within the Condominium at the time of the calculation. The percentage interest currently appurtenant with respect to each Unit included within the Condominium is set forth in Exhibit C.
- 4.4. Subject to the expansion of the Condominium pursuant to Section 7 hereof, 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;
 - 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 of Harford County.
- 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 is to be recorded among the Land Records of

-9-

8544/8LURE

LIBER2025 FOLIDI 059

Harford County immediately following the recordation 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.

- $\ensuremath{5.2.1}$. The affairs of the Condominium shall be governed by The Council of Unit Owners.
- \$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.

5.3. <u>Votes</u>.

- 5.3.1. Subject to the operation and effect of the provisions of the By-Laws or applicable law, each Unit Owner shall be entitled to cast at meetings of the Council one (1) vote ("Vote") in the affairs thereof.
- 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, the By-Laws, and the Act, 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.
- 5.4. 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.

-10-

8544/8LURE

[BER2025 FALID | 060

5.5. Assessments. The Council shall 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. The Assessments shall commence on the first day of the first full calendar month following the conveyance of the first Unit; all Assessments shall be made 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, and in the manner set forth in the By-Laws. Assessments for expenses related to maintenance, repair and replacement of garages, limited common elements, shall be proportionately charged only to the Unit Owner(s) who have the right to their exclusive use.

BEST CHARLES

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 any easement, leasehold or other right of use or enjoyment in, any of the General Common Elements, with and only with the approval of Unit Owners holding in the aggregate at least sixty-six and two-thirds percent (66-2/3%) of the number of Votes held by all of the Unit Owners, and with the express written consent of the Mortgagees holding an interest in those Units as to which Unit Owners vote affirmatively. Any such grant shall state that it was approved by Unit Owners having at least 66-2/3% of the votes, and by the corresponding Mortgagees.
- 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 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

-11-

8544/BLURE

INFR2025 FAIDLO61

and replacement of any and all sanitary, sediment control or storm sewer lines, drains, culverts, 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 County 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 enjoyment 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) and represent the Unit Owners in any proceedings, negotiations, settlements or agreements in connection therewith. In the event of a conveyance of any or all of the Common Elements to any governmental authority by reason of condemnation or eminent domain, the condemnation award or proceeds of settlement therefrom shall be payable to the Council for the use and benefit of the Unit Owners and the Mortgagees, as their interests may appear.

(c) execute, 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, 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.

6.1.3. Anything herein to the contrary notwithstanding, the Council shall join with the Developer in complying with those provisions of that certain Public Works and Developer Agreement dated August 19, 1992 by and between the Town of Bel Air and the Developer that require the conveyance to the Town of property forming a part of the Condominium.

-12-

8544/BLURE

LUBER2025 FOLIDIO62

6.2. Easements benefiting Units.

- 6.2.1. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other Units or in the Common Elements and serving its Unit. Each Unit and the Common Elements shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, utility lines, sewer lines and other facilities serving other Units or the Common Elements and located in each such Unit. In addition, each Unit shall be subject to and shall have such easements of support and shelter from and over such other Units and the Common Elements as may be necessary for the quiet enjoyment of such Unit. The Board of Directors shall have the right of reasonable access to each Unit to inspect, repair or replace the foregoing fixtures.
- 6.2.2. Each Unit shall have the benefit of a non-exclusive license for the use of the remainder of the General Common Elements, provided that
- (a) such use is in accordance with applicable law and the provisions of this Declaration and the By-Laws;
- (b) any admission or other fee which the Council then charges for such use is paid;
- (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 theretokin 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.

-13-

8544/BLURE

LINER2025 FOLID 1063

6.3. Easements benefiting Developer.

- 6.3.1. Developer hereby reserves unto itself, its successors and assigns, an easement in, upon, through and over the Common Elements, for as long as the said Developer, its successors and assigns and Mortgagees, shall be engaged in the construction, development and sale of Units, which easement shall be (i) for the purpose of construction, installation, maintenance and repair of the existing buildings and appurtenances thereto, (ii) for ingress and egress to all Units and all Common Elements, (iii) for use of all sidewalks, walkways, roadways and parking areas, (iv) for the maintenance of model units for sales promotion and exhibition and (v) for structural support for model units to the extent they are not a part of the Condominium. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for a period of seven (7) years after the date of delivery of a deed to a Unit for such purposes as may be reasonably necessary for the Developer or its agents to complete the Condominium or service any Unit thereof, upon the giving of reasonable notice to the Unit Owner.
- 6.3.2. Developer reserves unto itself, its successors, assigns and agents, an easement in, upon, through and over the land comprising the Common Elements for the purposes of access to the clock tower park and installation, maintenance, repair, and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Condominium.
- condominium regimes or homeowners associations or rental apartment projects are established upon the land now owned by the Developer adjacent to the Condominium, and/or any additional phases of this Condominium, as the same may be constituted from time to time, all of which land is described in Exhibit_D, the Developer, for itself, its successors and assigns and Mortagagees, hereby declares that each Unit Owner in such regime(s) or member in such association(s) or owner and tenant in such rental apartment project(s) shall have a perpetual easement in certain common elements of this Condominium, hereinafter set forth and the Unit Owners in this Condominium shall have a perpetual easement in the common elements of such other regime(s) or in the common areas of such other association(s) or rental apartment project(s) for the following purposes:

(a) to maintain, use, repair and replace all existing storm sewage, sanitary sewage and water distribution systems and roadways used by Unit Owners, members or owners and tenants in the regimes or associations or rental apartments to serve this Condominium and/or as ingress or egress to their property;

-14-

8544/8LURE

LIBER2 0 2 5 FOLDI 0 6 4

(b) for the subterranean installation, maintenance, repair and replacement of any pipe, cable, wire, fiber optics or other conduit of gases, liquids or energy supplying water, sewage, telephone, radio, television, electricity, natural gas, heat or other similar services to the regime or association or members of the regime or association subject, however, to the provisions that where the work to be done is not a repair or replacement of any then existing facility it shall be done only with the written permission of this Condominium or the members or the directors of the condominium regimes or homeowners association or owner of the rental apartment project(s) involved, which permission shall not be unreasonably withheld; and

(c) In the event such work is done, the regime or the members or the directors of the regime or homeowners association or owner of the rental apartment project(s) may require that the work be done at the expense of the regime or the members of the association or the owner of the rental apartment project seeking to exercise the rights granted hereunder and subject to such other terms and conditions as are just and reasonable.

association(s) or rental apartment project(s) is/are created, the Developer, for itself, its successors and assigns and its Mortgagees, hereby declares that the unit owners or members in such additional regime(s) or association(s) or owners and tenants in such rental apartment project(s) shall have the right to use and enjoy, subject to this Declaration, the By-Laws and all rules of this Condominium, in common with each Unit Owner in this Condominium, the following common elements of this Condominium; the utilities and their associated distribution systems; the roadways and sidewalks; and maintenance shed, if any, (herein the "Items of Common Use"); and shall be obligated to pay an assessment therefor, levied on an annual basis as further provided herein. The assessment for Items of Common Use shall be made a mandatory lien upon each unit or home or the rental apartment project by an appropriate document recorded among the Land Records of Harford County, Maryland, said document to be recorded, not later than contemporaneously with the recordation of the declaration establishing the additional regime or association or the issuance of an occupancy permit for the first building to be occupied in the rental apartment project; said document shall provide not only for the assessment and the lien thereof but also for a method of collection and disbursement to this Condominium and shall include a provision for reserves for replacement of the Items of Common Use aforementioned. The amount of the assessments for Items of Common Use shall be determined annually by the owner of the rental apartment

-15-

8544/BLURE

LIBER2025 FOLID 1065

 $\mathbb{R}^{2} = \mathbb{R}^{2}$

project, and the presidents of the additional regime(s) or association(s) and the President of the Council at a meeting duly called for that purpose. The assessment so levied and collected shall be apportioned between this Condominum and any addition regime(s) or association(s) based upon the proportion of residential units, dwellings or rental apartments within each regime, association or rental apartment project (the numerator) to the total number of residential units, dwellings and rental apartments within the boundaries of the entire tract of land shown on the Plats aforesaid (the denominator). The proportionate amount per regime, association or rental apartment project arrived at in the previous sentence shall be multiplied by the Common Expenses of this Condominum for those Items of Common Use specified above (and any other Items of Common Use as may later be agreed upon) for each full fiscal year of common use or any fraction thereof, commencing upon the recordation of the appropriate document creating such additional regime or association.

Section 7. Option to Expand the Condominium.

7.1. General.

The Developer hereby expressly reserves, for a period of seven (7) years from and after the date upon which the Condominium is created, the right and privilege, exercised in its sole and absolute discretion, to expand and add to the Condominium by subjecting to the condominium regime all or any portion of the real property and improvements described in Exhibit_D.

7.2. Right to Reserve Easements.

The Developer shall have the right to reserve, at or prior to the time each additional section (an "Additional Section") is added to the Condominium, such easements and rights of way on, over, under and across such Additional Sections as are deemed appropriate by the Developer including but not limited to (a) vehicular and pedestrian access between (i) the remaining property of the Developer, whether or not included within any Additional Section, and (ii) any public road or other property which borders upon the Condominium, and (b) the installation, operation, inspection, maintenance, repair and replacement of electric, telephone, TV cable, water, sanitary sewer and storm drainage lines, pipes, mains, drains and related facilities deemed appropriate by the Developer to serve any remaining property of the Developer; whether or not included within the Additional Section. Each, such easement and right of way shall run with and bind the common elements and each unit contained in the Condominium, and all owners and occupants of such units, and their respective heirs, personal

-16-

8544/BLURE

LIBER2025 FOLIDIO66

representatives, successors and assigns, forever, unless the recorded document establishing such easement or right of way specifically provides otherwise.

٠, ١٠,

7.3. Effect On Unit Owners.

The Additional Sections may be added to the Condominium in any sequence, but no Additional Section may be added to the Condominium without the prior written consent, if such prior written consent is so required, of the U.S. Department of Housing and Urban Development ("HUD"), the U.S. Veterans Administration ("VA"), and the Federal National Mortgage Association ("FNMA") to the extent that each of said bodies holds, insures or guarantees any mortgage of any unit in the Condominium at the time of such expansion. As any Additional Section is added to the Condominium, (i) the percentage interests in the Common Elements and in the Common Profits and Common Expenses of the Unit Owners in the Condominium immediately prior to such expansion shall be reduced in accordance with the formulas set forth in Section 4 hereof to reflect the increase in the aggregate number of the Units contained within the Condominium, and (ii) percentage interests in the Common Elements and in the Common Profits and Common Expenses, as determined in accordance with the formulas set forth in Section 4 hereof, shall vest in the owners of Units in the Additional Section added to the Condominium. Each record owner holding title to one or more units in the Additional Section added to the Condominium shall be a member of the Council and shall have the voting rights set forth in Section 5.3 hereof.

7.4. Maximum Number of Units.

The maximum number of Units which may be a part of the Condominium is two hundred sixty-one (261).

7.5. Method and Results of Expansion.

7.5.1. Subject to the foregoing, expansion of the Condominium shall be effected by the Developer by recording among the Land Records of Harford County the following: (i) an amendment to the Declaration showing the property added to the Condominium, the new percentage interests of the Unit Owners and the number of votes which each Unit Owner may cast in the Condominium as expanded; and (ii) an amendment to the Condominium Plat which includes such detail and information concerning the Additional Section as required in the original Condominium Plat. On recordation of said amendments to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall forthwith have the percentage interest in the Common Elements, and in the Common Profits and Common Expenses,

-17-

8544/BLURE

LIBER 2025 FOLIN 1067

and the number of votes, set forth in said amendments to the Declaration and Condominium Plat. Further, following any expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it is a lien.

15

- 7.5.2. Except to the extent that the form and contents of any amendatory instrument or plat referred to in Section 7.5(1) shall be dictated by applicable law, such form and contents shall be determined by the Developer in the exercise of its sole discretion, and neither the effectiveness of any such expansion nor the effectiveness of the execution, delivery or recordation of any such amendatory instrument or plat shall be conditioned upon there having been given any consent thereto, or upon there having occurred any joinder therein or execution thereof, by any person or entity (including, by way of example rather than of limitation, any Unit Owner) other than the Developer.
- 7.5.3. Each and every purchaser, his heir, assignee or other transferee of the legal or beneficial title to, or of any other interest in, any of the units (including each Unit Owner) shall be conclusively presumed, by his or its acceptance thereof,
- (a) to have consented to the reservation by the Developer of the right to expand the Condominium which is set forth in this Section 7, to the exercise of such right by the Developer at its sole discretion, and to the adjustment of the respective percentage interests and votes resulting therefrom, in accordance with the provisions of this Declaration, and
- (b) irrevocably to have appointed the Developer to be the attorney-in-fact of such purchaser, his heir, assignee or other transferee, with full power and authority (which shall be deemed to be irrevocable and to be coupled with an interest) to execute, deliver and record, on behalf of and in the name of such purchaser, his heir, assignee or other transferee, any and all amendatory instruments and plats of the types which are referred to in this Section 7, the execution, delivery and recordation of which on behalf of and in the name of such purchaser, his heir, assignee or other transferee shall be deemed necessary or desirable by the Developer in order to effectuate the provisions of this Section 7.
- 7.5.4. Upon any such expansion of the Condominium as aforesaid, any Additional Sections which are thereby subjected to the Condominium Regime and incorporated within the Condominium shall be and thereafter remain subject

-18-

8544/BLURE

LIBER2025 FOLID 1068

to the operation and effect of the provisions of this Declaration, to the same extent as if it had been so subjected and incorporated at this time.

Section 8. Rights of Mortgagees.

8.1. General.

- 8.1.1. 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 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.
- 8.1.2. 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 8.1.2. 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.
- 8.2. <u>Priority over Assessment</u>. The interest in a Unit held by a Mortgagee thereof under its Mortgage shall be:
- 8.2.1. 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
- 8.2.2. free of any such claim or lien for any assessment arising after such recordation of such Mortgage, and before such Mortgagee is a Mortgagee in Possession of such Unit

-19-

8544/BLURE

LIBER 2025 FOLD 1069

- 8.3. 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:
- $\textbf{8.3.1.} \quad \text{partition or subdivide, or seek to} \\ \text{partition or subdivide, any such Unit;} \\$
- 8.3.2. 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
- 8.3.3. 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.
 - 8.4. 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

- \$.4.1. inspect the Council's books and records during normal business hours;
- 8.4.2. require, by a written request therefore, the preparation of and (if such preparation is required) receive at Mortgagee's cost (or in the event the Condominium at any time contains 50 or more Units, at the Council's cost) an annual audited financial statement of the Council within ninety (90) days following the end of any fiscal year of the Council;
- $8.4.3.\,$ be given timely written notice of all meetings of the Unit Owners, and to designate a representative to attend all such meetings; and
- 8.4.4. be given timely written notice by the Council of:

-20-

8544/0LURE

LIBER2025 FOLIDI070

(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) except for expansion of the Condominium pursuant to Section 7, 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;

- $\mbox{(b)} \quad \mbox{any proposed termination of the Condominium} \\ \mbox{Regime;} \quad \mbox{}$
- (c) any condemnation, eminent domain proceeding or casualty loss materially affecting any or all of the Condominium (including, without limitation, any Unit encumbered by the lien of a Mortgage);
- (d) any delinquency in the payment of Assessments or other charges owed by the Unit Owner of a Unit subject to a Mortgage which remains uncured for a period of sixty (60) days;
- (e) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Council; and
- (f) any other proposed action that, pursuant to the Act, this Declaration or the By-Laws, requires the consent of each Mortgagee or a specified percentage of eligible Mortgagees.

Section 9. General Provisions.

9.1. Assignment.

- 9.1.1. 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 of Harford County, Maryland.
- 9.1.2. 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.

-21-

8544/BLURE

LIBER2025 FOLIO 1071

9.2. Amendment and Termination.

- 9.2.1. This Declaration and the Condominium Plat may be amended with and only with the prior, express written consent thereto of Unit Owners comprising eighty percent (80%) of the total votes of the Condominium and eighty percent (80%) of all Mortgagees, acting in accordance with the provisions of the Act.
- 9.2.2. Anything contained in any of the provisions of this Declaration to the contrary notwithstanding,
- (a) the Developer may, without obtaining the consent thereto of any Unit Owner or Mortgagee, amend this Declaration, the By-Laws or the Condominium Plat if and only if such amendment is, in the Developer's reasonable opinion, necessary to correct obvious typographical, mathematical or similar errors therein; and
- (b) nothing in the foregoing provisions of this subsection shall be deemed in any way to require the consent of each Unit Owner and each Mortgagee to any action taken by one or more Unit Owners pursuant to the provisions of Section 11-107(d) of the Act, so long as the amendment to the Declaration which effectuates the same pursuant to such provisions is executed by the Unit Owners and Mortgagees, if any, of the Units involved in such action.
- 9.2.3. Any such amendment shall become effective upon and only upon the recordation of an appropriate amendatory instrument or plat among the Land Records of Harford County, Maryland.
- 9.2.4. Except in the event of a taking by condemnation or eminent domain of all of the Units, which event shall be governed by the provisions of Section 11-112 of the Act, the Condominium Regime may be terminated with and only with the prior express written consent thereto of each Unit Owner and each Mortgagee.
- 9.3. <u>Maintenance</u>. The provisions of the By-Laws relating to the obligations of Unit Owners to maintain the Units are hereby incorporated in this Declaration.
- 9.4. Applicable law. This Declaration shall be given effect and construed by application of the laws of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.
- 9.5. $\underline{\underline{Headings}}$. The headings of the sections and subsections hereof are provided herein for and only for

-22-

8544/0LURE

LIBER 2025 FOLD 1072

convenience of reference, and shall not be considered in construing the contents thereof.

- 9.6. 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 shall result in the unenforceability of (a) any other provision hereof or thereof, or (b) such provision to the extent which it is not affected 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. consistent with applicable law.
- 9.7. <u>Construction</u>. 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 deemed, unless otherwise expressly indicated, to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.
- 9.8. 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 identical coverage. be joint and several.
 - 9.9. 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 Act if applicable to the Condominium, have been fulfilled.

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

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED

PARTNERSHIP

By: Harford Land Development, Inc.,

General Partner 45.

Standard Stagerald

David M. Tolmié, President

-23-

8544/BLURE

LIBER2025 FORM 1073

I HEREBY CERTIFY that on this day of October 1993, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared David M. Tolmie, President of Harford Land Development, Inc., the General Partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, 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 said instrument in the capacity as described therein.

AS WITNESS, my hand and Notarial Seal.

OHENG STORY

Notary Public

My Commission expires:

-- 24--

8544/BLURE

LIBER2025 FOLIO 1074

CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

Raymond E. Schlissler, Trustees, and Provident Bank of Maryland, a banking institution organized and existing under the law of Maryland, who are, respectively, a trustee and the beneficiary under a Deed of Trust (the "Deed of Trust") dated June 18, 1992, and recorded among the Land Records of Harford County, Maryland, in Liber 183 at folios 11 et seq., hereby (a) join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the Deed of Trust, in and to the real property comprising the Condominium (as that term is defined therein), to a condominium regime pursuant to the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (1988 Replacement Volume, as amended); and (b) agree that, by such recordation, their interest in and to the said real property under the provisions of the 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 (i) each unit of the condominium created by such recordation, and (ii) 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 joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the said trustee and beneficiary have executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 20 day of October, 1993.

WITNESS:

Jones y Dyn

Raymond E. Schlissler, Trustee

PROVIDENT BANK OF MARYLAND

Jenes of Dyen

By: Hey School (SEAL)
George D. Decker, Vice President

-25-

8544/BLURE

LIBER2025 FOLIO 1075

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20 day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Raymond E. Schlissler, 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 it as trustee for the purposes therein set forth, and that it is his act and deed.

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

Notary Rublic

SHELL OF

NOTARY

CONFE J. DVE

NOTARY PUBLIC

PUBLIC

Rene's J. Dyst

My commission expires on Honry Public State of Maryland

My commission Expires June 17, 1907

Guidly
STATE OF MARYLAND, CHTY OF BALTIMORE TO WIT:

satisfactorily proven to be the person whose name is subscribe to the foregoing instrument, who acknowledged that he is the Vice President of Provident Bank of Maryland, a banking institution organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that it is his act and deed.

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

My commission expires on _

Honey Public State of Manyland My Convinission Expires June 17, 1997

Notary Public

-26-

8544/BLURE

LIBER2025 FOLDI 076

THIS IS TO CERTIFY that this instrument was prepared by or under the supervision of Daniel O'C. Tracy, an attorney duly admitted to practice before the Court of Appeals in Maryland.

i Ji

Daniel O'C Tracy, Jr.

tel tel

MR. CLERK:

Upon its recordation, please return this instrument to Daniel O'C Tracy, Jr. Esquire, Venable, Baetjer and Howard, 1800 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Batlimore, Maryland 21201.

-27-

8544/BLURE

LIDER2025 FOLDS 077

"EXHIBIT A"

Phase 1, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the same at a point on the northeast outline or South 54° 02' 19" East 1099.62 foot line of a plat entitled "Revised Final Plat, Section II, English Country Manor", recorded among the Land Records of Harford County, Maryland in Liber CGH 80, Folio 21, said point of beginning being distant South 54° 02' 19" East 167.11 feet from the southeast side of the Bel Air By-Pass (Relocated U.S. Route 1), thence binding on the said northeast outline,

- South 54° 02' 19" East 303.41 feet, thence leaving said outline and running for new lines of division, eight courses, viz:
- 2. South 15° 39' 03" West 370.87 feet,
- 3. South 73° 21' 53" West 59.00 feet,
- By a curve to the right with a radius of 113.00 feet and an arc length of 25.28 feet, said curve being subtended by a chord bearing South 79° 42' 48" West 25.23 feet,
- 5. North 74° 20' 57" West 158.34 feet,
- 6. North 14° 37' 08" East 38.51 feet,
- 7. North 74° 20' 57" West 24.90 feet,
- 8. North 15° 39' 03" East 27.00 feet, and
- 9. North 12° 06' 35" East 454.10 feet to the place of beginning.

CONTAINING 2.801 acres of land, more or less,

BEING Phase 1, English Country Manor II Condominium, Third Election District, Harford County, Maryland; BEING ALSO part of Parcel "A-1" shown on a plat entitled "Revised Final Plat, Section II, English Country Manor", recorded among the aforesaid Land Records of Harford County, Maryland in Liber CGH 80, Folio 21.

LIBER2025 FOLD 1078

EXHIBIT B

See Condominium Plats Entitled
"Phase I English Country Manor II Condominium"
recorded among the
Land Records of Harford County
contemporaneously herewith

LIBER2 0 2 5 FOLD 1 0 7 9

EXHIBIT C

1,31

SCHEDULE OF PERCENTAGE INTERESTS IN COMMON ELEMENTS/COMMON EXPENSES/COMMON PROFITS

Each of the twenty-nine (29) Units in Section I shall have a 3.448% interest in Common Elements, Common Expenses and Common Profits

LIBER2025 FOLIO 1080

333

EXHIBIT D

All of that parcel known and designated as "Parcel A-1" containing 17.781 acres as shown on a subdivision plat entitled "Revised Final Plat - Section II English Country Manor" which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. 80, at folio 21 but SAVING and EXCEPTING THEREFROM: (i) all that property constituting Phase 1 of English Country Manor Condominium II as described on EXHIBIT A of the within Declaration, and (ii) that certain parcel of land containing 0.486 of an acre identified as "Open Space Parcel" on the aforesaid subdivision plat.

-31-

11 1

8544/BLURE

LIBER2 0 2 5 FULDI 0 8 1

REC FE 30.00

FIRST AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR 11 CONDOMINIUM ✓

SURCHE 2.00

HARF.ED. 32.00

#331150 COO3 RO2 T14:43

12/20/93

THIS FIRST AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 20 day of December, 1993, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

WITNESSETU:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford Country, Maryland in Liber CGH No. 2025 at Folio 349, the Developer established a condominium regime pursuant to the laws of Maryland; and

WHEREAS, pursuant to said Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements; and $\,$

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in said Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all improvements thereon situate and lying in Harford County, Maryland which is described on Exhibit A-1 attached hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase 2, English Country Manor II Condominium" intended to be recorded among the land records of Harford County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this First Amendment to Declaration, such amendment being as follows:

7.6 - An Additional Section is hereby added to the Condominium, known as "Phase 2", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 2 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the

LIBER 2056 FOLDO 775

30/

Condominium shall be entitled to the percentage interest as shown on the attached Amended Exhibit C.

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

THE HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc.,

General Partner

(SEAL)
David M. Tolmie, President

STATE OF MARYLAND

COUNTY OF BALTIMORE, to wit:

AS WITNESS, my hand and Notarial Seal.

NOTARY SUBUL

Notary Public (ad)

My Commission Expires:

-2-

64287BLUBNP

LIBER2056 FOLIDO 776

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.

Danjel O. Tracy, Jr.

 $\mbox{Mr. Clerk: Upon its recordation, please return this instrument to:$

Daniel O. Tracy, Jr., Esquire Venable, Baetjer and Howard 1800 Mercantile Bank & Trust Building 2 Hopkins Plaza Baltimore, Maryland 21201

6428/BLUBNP

-3-

LIBER2056 FOLIO0777

Exhibit A-1

Phase 2, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the same at a point at the northeast corner of Phase 1 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 6, Folios 81 through 85, said point being in the northeasterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point being distant 629.10 feet from the southeast corner of said Parcel, thence binding on the northeasterly outline of said Parcel A-1,

- South 54° 02' 19" East 629.40 feet, thence continuing to bind on the outline of the said Parcel A-1 and binding on Phases 1 through 9 of English Country Manor Condominium, seven courses, viz.
- 2. North 88° 45' 07" West 287.86 feet,
- 3. South 04° 26' 58" West 60.98 feet,
- 4. North 87° 05' 52" West 184.71 feet to a point of curvature,
- By a curve to the left with a radius of 335.00 feet and an arc length of 132.38 feet, said curve being subtended by a chord bearing South 81° 34′ 55″ West 131.52 feet, to a point of tangency.
- South 70° 15' 42" West 60.00 feet to a point of curvature,
- By a curve to the right with a radius of 173.00 feet and an arc length of 88.60 feet, said curve being subtended by a chord bearing South 84° 56' 00" West 87.64 feet, and
- 8. By a curve to the left with a radius of 217.00 feet and an arc length of 33.62 feet, said curve being subtended by a chord bearing South 00° 07′ 08° West 33.59 feet, thence leaving the said Phases 1 through 9 of English Country Manor Condominium and binding on the division line between the aforesaid Parcel A 1 and the Open Space Parcel as shown on the secondly mentioned plat, two courses, viz:

LINER2 0 5 6 FOLIO 7 7 8

Exhibit A-1
Phase 2, English Country Manor II Condominium
Page 2

- By a curve to the right with a radius of 113.00 feet and an arc length of 81.57 feet, said curve being subtended by a chord bearing North 27° 20' 15" West 79.81 feet, and
- North 74° 20' 57" West 105.46 feet, thence running through and across the aforesaid Parcel A-1, three courses, viz:
- 11. North 00° 37' 40" West 73,44 feet,
- 12. North 12" 19' 26" East 36.96 feet, and
- 13. By a curve to the right with a radius of 462.00 feet and an arc length of 22.81 feet, said curve being subtended by a chord bearing South 78° 22' 56" East 22.79 feet to a point and to intersect the outline of the existing Phase 1 of English Country Manor II Condominium, thence binding on the southerly and southeasterly outline of the existing Phase 1, six courses, viz:
- 14. South 74° 20' 57" East 27.40 feet,
- 15. South 14° 37' 08" West 38.51 feet,
- 16. South 74° 20' 57" East 158.34 feet,
- 17. By a curve to the left with a radius of 113.00 feet and an arc length of 25.28 feet, said curve being subtended by a chord bearing North 79° 42' 48" East 25.23 feet, to a point of tangency,
- 18. North 73° 21' 53" East 59.00 feet, and
- 19. North 15° 39' 03" East 370.87 feet to the place of beginning.

CONTAINING 3.534 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21.

LIDER 2056 FOLD 0779

AMENDED EXHIBIT "C"

Percentage Interests Currently Appurtenant to Each Unit

Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits
1.639% 1.639%
1.639%
F.639% F.639%
1.639%

LIBER2 0 5 6 FOLIDO 7 8 0

Phase 2

204A	1.639%
204B	1.639%
204C	1.639%
2041)	1.639%
20413	1.639%
204 F	1.639%
204G	1.639%
20411	1.639%
204I	1.639%
204J	1.639%
204K	1.639%
204L	1.639%
204M	1.639%
204N	1.639%
204O	1.639%
204P	1,639%
206A	1.639%
206B	1.639%
206C	1.639%
206D	1.639%
206E	1.639%
206F	1.639%
206G	1.639%
2061	1.639%
2061	1.639%
206J	1.639%
206K	1.639%
206L	L639%
206M	1.639%
206N	1.639%
206O	1,639%
206P	1,639%

LIBER2 0 5 6 FOLIDO 7 8 1

SECOND AMENDMENT TO DECLARATION OF RNGLISH COUNTRY MANOR II CONDOMINIUM

REC FE 12.00 SURCHI 2.00 HARF.IS. 14.00

THIS AMENDMENT TO DECLARATION is made on this and the second of December, 1993 by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland Limited Partnership (hereinafter teferred to as "the Developer").

WITNESSETH, THAT WHEREAS, the Developer has heretofore created a condominium regime pursuant to the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland, known as "English County Manor II Condominium," by the filing of a Declaration dated October 21, 1993 among the Land Records of Harford County, Maryland, in Liber CGH No. 2025 at Folio 349 (the "Declaration"); and

whereas, Section 9.2.2(a) of the Declaration provides that the Developer may amend the Declaration, and the bylaws for the said condominium regime recorded among the said Land Records immediately following the Declaration in Liber CGH No. 2025 at Folio 1082 (the "Bylaws"), if such amendment is necessary to correct obvious typographical or similar errors therein; and

WHEREAS, the Developer desires to correct certain typographical errors in the Declaration, and to correct an inconsistency between the Declaration and the Bylaws, as hereinafter set forth.

NOW, THEREFORE, the Declaration and the Bylaws are hereby amended in the following respects, which amendments are intended to be retroactively effective upon the date of the original recording of the Declaration and the Bylaws among the Land Records of Harford County, Maryland:

- 1. The title of the Condominium Plats designated as Exhibit B in the Declaration is hereby changed to read, "Phase i, English Country Manor II Condominium".
- 2. The phrase "Section I Building 14" used in the definition of "the Condominium" set forth in item (9) of Section 1.1 of the Declaration is hereby deleted and replaced with the following: "Phase 1".
- 3. The term "Section I" used in $\underline{\textbf{Exhibit C}}$ of the Declaration is hereby deleted and replaced with the following: "Phase 1".
- 4. The last sentence of Section 5(b) of Article VII of the Bylaws is hereby deleted and replaced with the following: "The exclusive right to use the garage may be

IRFR2 0 7 6 FOLIO 3 8 0

.

conveyed (other than by said revocable licenses) apart from conveyance of the Unit to which it is appurtenant by deed pursuant to Section 11-108(b) of the Act."

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

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc.

General Partner

David M. Tolmie, President

STATE OF MARYLAND, COUNTY OF Caltimore: TO WIT:

I HEREBY CERTIFY that on this day of December 1993, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared David M. Tolmie, President of Harford Land Development, Inc., the General Partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, 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 said instrument in the capacity as described therein.

AS WITNESS, my hand and Notarial Seal.

•

Notary Public

My Commission expires:

PLEASE RETURN TO:

Daniel O'C. Tracy, Jr., Esquire Venable, Baetjer and Howard 2 Hopkins Plaza, Suite 1800 Baltimore, Maryland 21201

PU

6389/BLUBNP

-2-

18F82076 FOLIO 381

34.00 SURCKS 2.00 HARF.CO. 36.00 SECOND AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM #974250 COOR ROI 114:45

03/21/94

REC FE

THIS SECOND AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 2/ day of March, 1994, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 349 (the "Declaration"), the Developer established a condominium regime pursuant to the laws of Maryland; and

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all such condominium that certain parcel or land and all improvements thereon situate and lying in Harford County, Maryland which is described on Exhibit A-2 attached hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase 3, English Country Manor II Condominium" intended to be recorded among the land records of Harford Country Maryland similar country with recordation of their County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this Second Amendment to Declaration, such amendment being as follows:

- The Declaration is hereby amended by the addition of the following new section:
 - 7.7 An Additional Section is hereby added to the Condominium, known as "Phase 3", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 3 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the

LIBER2 1 0 5 FOLIO 0 5 1 3

Condominium shall be entitled to the percentage interest as shown on the attached **Amended Exhibit C**.

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

THE HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc., General Partner

Ulmer C. Detak &

By: Cina X 1234 (SEAL)
Linda G. Veach, Vice-President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this <u>21</u> day of March, 1994, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared LINDA G. VEACH, Vice-President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

Uma C. Gelth 3 Notary Public

My Commission Expires

My Comm. Exps Nov. 1, 1995

MA C. BETTLE

NOTARY PUBLIC

6693/BLU8NP

LIBER2 1 0 5 FILLDO 5 1 4

-2-

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.

Paniel O'C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O'C. Tracy, Jr., Esquire Venable, Baetjer and Howard 1800 Mercantile Bank & Trust Building 2 Hopkins Plaza Baltimore, Maryland 21201

-3-

6693/BLUBNP

LIBER2 1 0 5 FOLIDO 5 1 5

EXHIBIT A-2

Phase 3, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the same at a point at the northernmost corner of Phase 1 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 6, Folios 81 through 85, said point being in the northeasterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point being distant 167.11 feet from the northernmost corner of said Parcel A-1, thence leaving the outline of said parcel and binding on the outline of the said Phase 1 of English Country Manor II Condominium, six courses, viz:

- 1. South 12° 06' 35" West 454.10 feet,
- 2. South 15° 39' 03" West 27.00 feet.
- 3. North 74° 20' 57" West 2.50 feet to a point of curvature.
- By a curve to the left with a radius of 162.00 feet and an arc length of 22.81 feet, said curve being subtended by a chord bearing North 78° 22' 56" West 22.79 feet,
- 5. South 12° 19' 26" West 36.96 feet, and
- South 00° 37' 40" East 73.44 feet to a point and to intersect the Open Space Parcel as shown on the last mentioned plat, thence binding thereon,
- 7. By a curve to the left with a radius of 53.00 feet and an arc length of 52.97 feet, said curve being subtended by a chord bearing South 77° 01' 17" West 50.79 feet, thence leaving said Open Space Parcel and running through and across the aforesaid Parcel A-1, three courses, viz:
- 8. North 41° 36' 30" West 109.00 feet,
- By a curve to the right with a radius of 162.00 feet and an arc length of 23.56 feet, said curve being subtended by a chord bearing North 52° 33' 27" East 23.54 feet, and

LIBER2 1 0 5 FOLTO 5 1 6

>

-

- 10. North 33° 16' 36" West 251.52 feet to a point and to intersect the southeasterly right-of-way line of the Bel Air Bypass (Relocated U.S. Route 1) and to intersect the outline of the aforesaid Parcel A-1, thence binding on the said right-of-way line and on the outline of said Parcel A-1, two courses, viz:
- 11. North 30° 49' 25" East 78.32 feet, and
 - 12. North 32° 48' 33" East 369.40 feet, thence leaving the said Bypass and continuing to bind on the outline of the said Parcel A-1,
 - 13. South 54° 02' 19" East 167.11 feet to the place of beginning.

CONTAINING 3.133 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21.

LIBER2 105 FOLDO 517

.

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits
1.075% 1.075%
1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
1.075% 1.075% 1.075% 1.075% 1.075% 1.075%

LIBER2 1 0 5 FOLDO 5 1 8

> -

. .

	1.075%
204H	1,075%
204I 204J	1.075%
204K	1.075%
204L	1.075%
204M	1.075%
204N	1.075%
2040	1.075%
204P	1.075%
206A	1.075%
206B	1.075% 1.075%
206C	1.075%
206D	1.075%
206E 206F	1.075%
206G	1.075%
206H	1.075%
2061	1.075%
206J	1.075%
206K	1.075%
206L	1.075%
206M	1.075% 1.075%
206N	1.075%
2060 2068	1.075%
206P	1.075
Phase 3	
296A	1.075%
296B	1.075%
296B 296C	1.075% 1.075%
296B 296C 296D	1.075% 1.075% 1.075%
296B 296C 296D 296E	1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F	1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G	1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H	1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 2961	1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H	1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 2961	1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296I 296J 296K 296L	1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296J 296J 296K 296K 296M	1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296J 296J 296K 296L 296M 296M	1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296J 296K 296L 296M 296M 296N 296O 296P	1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296J 296K 296K 296M 296M 296M 296O 296O	1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296J 296K 296K 296M 296M 296M 296O 296P 298A	1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296J 296K 296K 296M 296M 296M 296O 296P 298A 298B	1.075% 1.075%
296B 296C 296D 296F 296F 296G 296H 296J 296K 296K 296M 296M 296M 2960 296P 298A 298B 298B	1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296J 296K 296K 296M 296M 296M 296N 296P 298A 298B 298B 298C 298D	1.075% 1.075%
296B 296C 296D 296F 296F 296G 296H 296J 296K 296K 296M 296M 296M 2960 296P 298A 298B 298B	1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296J 296K 296L 296M 296M 296M 296O 296P 298A 298B 298C 298B 298C 298E	1.075% 1.075%
296B 296C 296D 296E 296F 296G 296H 296J 296K 296K 296M 296M 296M 296O 296P 298A 298B 298B 298C 298B 298E 298E	1.075% 1.075%

6693/BLUBNP

LIBER2 1 0 5 FOLIO 5 1 9

-2-

l				
l				
		6693/BLUBNP		
	2025	6693/BLUBNP		
-				
-				
-				
	2011 10 20 20 20 20 20 20 20 20 20 20 20 20 20			

298J 298K 298L 298M 298N 298O 298P

• •

-<

LINER2 1 0 5 FOLIO 5 2 0

-3-

1.075%
1.075%
1.075%
1.075%
1.075%
1.075%

FOURTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM

REC FE 34.00

THIS FOURTH AMENDMENT TO DECLARATION OF ENGLISH
COUNTRY MANOR II CONDOMINIUM, made this 24 day of May, 1994,
by HARFORD LAND DEVELOPMENT LIMITED PARTMERSHIP, a Maryland
limited partnership (hereinafter referred to as the
"Developer"),

Summer of the summ

SURCHE 2.00

WITNESSETH:

HARF.CO.

36.00

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 349 (the "Declaration"), the Developer established a condominium regime pursuant to the laws of Maryland; and #053260 C002 R01 T14:51

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in the Declaration; and

05/24/94

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all improvements thereon situate and lying in Harford County, Maryland which is described on Exhibit A-3 attached hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase 4, English Country Manor II Condominium" intended to be recorded among the land records of Harford County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this Second Amendment to Declaration, such amendment being as follows:

 The Declaration is hereby amended by the addition of the following new section:

7.8 - An Additional Section is hereby added to the Condominium, known as "Phase 4", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 4 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the Condominium shall be

LBER2 135 FRENO 250

ر 203/2022. من من المناطقة ال

entitled to the percentage interest as shown on the attached $\underline{\textbf{Amended Exhibit C}}.$

All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

THE HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc., General Partner

Hant M & a

By: Linda HVeal (SEAL)
Linda G. Veach, Vice-President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this day of May, 1994, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared LINDA G. VEACH, Vice-President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

Notary Public

My Commission Expires:

- 2 -

15310/BLURE

LEER2 135 FOLIO 251

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.

Danie O'C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O'C. Tracy, Jr., Esquire Venable, Baetjer and Howard 1800 Mercantile Bank & Trust Building 2 Hopkins Plaza Baltimore, Maryland 21201

- 3 -

15310/BLURE

LINER2135 FOLIO 252

ORS,



EXHIBIT A-3

May 24, 1994

Phase 4, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the same at a point at the westernmost corner of Phase 3 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 7, Folios 21 through 25, said point being in the northwesterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point also being on the southeast right-of-way line of the Bel Air Bypass (Relocated U.S. Route 1), thence leaving the said Bel Air Bypass and binding on the southwesterly side of the said Phase 3 of English Country Manor II Condominium, three courses, viz:

- South 33° 16' 36" East 251.52 feet,
- By a curve to the left with a radius of 162.00 feet and an arc length of 23.56 feet, said curve being subtended by a chord bearing South 52° 33' 27" West 23.54 feet, and
- South 41° 36' 30" East 109.00 feet to a point and to intersect the
 outline of the Open Space Parcel as shown on the last mentioned
 plat, thence binding thereon,
- 4. By a curve to the left with a radius of 53.00 feet and an arc length of 49.58 feet, said curve being subtended by a chord bearing South 21° 35' 24" West 47.80 feet, thence leaving said Open Space Parcel and running for new lines of division through the aforesaid Parcel A-1, three courses, viz:
- 5. South 84° 47' 17" West 109.00 feet,
- By a curve to the right with a radius of 162.00 feet and an arc length of 35.35 feet, said curve being subtended by a chord bearing North 01° 02' 21" East 35.28 feet, and

X 139 N MAIN STREET, SUITE 200 BEL AIR, MARYLAND 21014 (410) 879-1690 (410) 836-7560 FAX (410) 879-1820

G06-D BOSLEY AVENUE TOWSON, MARYLAND 21204 (410) 821-1690 FAX (410) 821-1748 9090 JUNCTION DRIVE, SUITE 9 ANNAPOLIS JUNCTION, MARYLAND 20701 (410) 792-9445 (301) 470-4470 FAX (410) 792-7995

LIBER 2 1 3 5 FOLIO 2 5 3

- North 82° 42' 34" West 243.73 feet to intersect the aforesaid outline of Parcel A-1 and the southeast right-of-way line of the Bel Air Bypass, thence binding thereon,
- 8. North 30° 49' 25" East 342.62 feet to the place of beginning.

CONTAINING 1.455 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21.

LINER 2135 FILID 254

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

	Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits
<u>Unit Number</u>	Expenses and Common Pictics
Phase 1	
292A	0.80%
292B	0.80%
292C	0.80%
292D	0.80%
292E	0.80%
292F	0.80%
292Н	0.80%
2921	0.80%
292L	0.80%
292M	0.80%
292N	0.80% 0.80%
2920	0.80%
292P	0.80%
294A	0.80%
294B	0.80%
294C	0.80%
294D 294E	0.80%
294E 294F	0.80%
294F 294G	0.80%
294G 294H	0.80%
2941	0.80%
2941 294J	0.80%
2945 294K	0.80%
294L	0.80%
294M	0.80%
294N	0.80%
2940	0.80%
294P	0.80%
Phase 2	
204A	0.80%
204B	0.80%
204C	0.80%
204D	0.80%
204E	0.80%
204F	0.80%
204G	0.80%
204H	0.80%
2041	0.80%

LBER2 135 FOLDO 255

2 04 J	0.80%
204K	0.80%
204L	0.80%
204M	0.80%
204N	0.80%
2040	0.80%
204P	0.80%
206A	0.80%
206B	0.80%
206C	0.80%
206D	0.80%
206E	0.80%
206F	0.80%
206G	0.80%
206H	0.80%
2061	0.80%
206Ј	0.80%
206K	0.80%
206L	0.80%
206M	0.80%
206N	0.80%
2060	0.80%
206P	0.80%
Phase 3	
296A	0.80%
296B	0.80%
296C	0.80%
296D	0.80%
296E	0.80%
296F	0.80%
296G	0.80%
296H	0.80%
2961	0.80%
296J	0.80%
296K	0.80%
296L	0.80%
296M	0.80%
296N	0.80%
2960	0.80%
296P	0.80%
298A	0.80%
298B	0.80%
298C	0.80%
298D	0.80%
298E	0.80%
298F	0.80%
298G	0.80%
298H	0.80%
2 98 I	0.80%
298J	0.80%
298K	0.80%
2 98L	0.80%

15310/BLURE

LIBER 2135 FILID 256

- 2 -

2 98M	0.80%
298N	0.80%
2980	0.80%
298P	0.80%
2701	
Phase 4	
Flidat 4	
300A	0.80%
300B	0.80%
	0.80%
300C	
300D	0.80%
300E	0.80%
300F	0.80%
300G	0.80%
300H	0.8 0 %
3001	0.80%
300J	0.80%
300K	0.80%
300L	0.80%
300M	0.80%
300N	0.80%
3000	0.80%
300P	0.80%
302A	0.80%
302B	0.80%
302C	0.80%
	0.80%
302D	0.80%
302E	
302F	0.80%
302G	0.80%
302H	0.80%
3021	0.80%
302J	0.80%
302K	0.80%
302L	0.80%
302M	0.80%
302N	0.80%
3020	0.80%
302P	0.80%
3421	2.000

MORRIS & RITCHIE ASSOCIATES, INC. 139 NORTH MAIN STREET SUITE 200 BEL AIR, MARYLAND 21014 879-1690

15310/BLURE

- 3 -

LINE 135 FILIO 257

2.00 HARF.CO. 77.00

#991960 COOJ ROZ T14:28

09/03/94

FIFTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM



p. 0660, MSA CE54 2050. Date available 08/27/2013. Printed 02/03/2022

CGH 2163,

CIRCUIT COURT (Land Records)

COUNTY

THIS FIFTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 2 day of http:// 1994, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 1049 (the "Declaration"), the Developer established a condominium regime pursuant to the laws of Maryland; and

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all improvements thereon situate and lying in Harford County, Maryland which is described on Exhibit A-4 attached hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase 5, English Country Manor II Condominium" intended to be recorded among the Land Records of Harford County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this Fifth Amendment to Declaration, such amendment being as follows:

 The Declaration is hereby amended by the addition of the following new section:

> 7.9 - An Additional Section is hereby added to the Condominium, known as "Phase 5", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 5 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the Condominium shall be

> > IRFR2 163 FOLIO 660

entitled to the percentage interest as shown on the attached Amended Exhibit C.

All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

Harford Land Development, Inc.,

General Partner

Schrand & Kelly

(SEAL) David M. Tolmie, President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

Notary Public

Commission Expires:

June 24, 1998

- 2 -

16059/BLURE

LIBER2 163 FOLIDO 661

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.

Daniel O'C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O'C. Tracy, Jr., Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201
(Tlarmi 879-1690)

- 3 -

16059/BLURE

LIBER2 1 6 3 FOLIDO 6 6 2



EXHIBIT A-4

August 1, 1994

Phase 5, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the first at a point at the westernmost corner of Phase 4 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 7, Folios 38 through 42, said point being in the northwesterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point also being on the southeast right-of-way line of the Bel Air Bypass (Relocated U.S. Route 1), thence leaving the said Bel Air Bypass and binding on the southwesterly side of the said Phase 4 of English Country Manor II Condominium, three courses, viz:

- 1. South 82° 42' 34" East 243.73 feet,
- By a curve to the left with a radius of 162.00 feet and an arc length of 35.35 feet, said curve being subtended by a chord bearing South 01° 02' 21" West 35.28 feet, and
- North 84° 47' 17" East 109.00 feet to a point and to intersect the outline of the Open Space Parcel as shown on the last mentioned plat, thence binding thereon, four courses, viz:
- By a curve to the left with a radius of 53.00 feet and an arc length of 63.95 feet, said curve being subtended by a chord bearing South 39° 46' 50" East 60.14 feet, to a point of tangency,
- 5. South 74° 20' 57" East 79.44 feet to a point of curvature,
- By a curve to the right with a radius of 185.18 feet and an arc length of 108.94 feet, said curve being subtended by a chord bearing South 57° 29' 42" East 107.38 feet, and
- 7. By a curve to the right with a radius of 164.00 feet and an arc length of 18.18 feet, said curve being subtended by a chord bearing North 62° 23' 51" East 18.17 feet, to a point and to intersect the outline of Parcel A-1, thence binding thereon,

I39 N MAIN STREET. SUITE 200 BEL AIR. MARYLAND 21014 (410) 879-1690 (410) 836-7560 FAX (410) 879-1820 110 WEST ROAD, SUITE 105 TOWSON, MARYLAND 21204 (410) 821-1690 FAX (410) 821-1748 9090 JUNCTION DRIVE, SUITE 9 ANNAPOLIS JUNCTION MARYLAND 20701 (410) 792-9446 (301) 470-4470 FAX (410) 792-7395

LIBER2 163 FOLIO 663

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2163, p. 0664, MSA CE54 2050. Date available 08/27/2013. Printed 02/03/2022.

- 8. By a curve to the right with a radius of 95.00 feet and an arc length of 62.55 feet, said curve being subtended by a chord bearing South 01° 17' 34" West 42.19 feet, to a point, said point being at the northernmost corner of Parcel 6-1 as shown on the first mentioned plat, thence binding on the northwesterly side of said Parcel 6-1,
- South 34° 24' 33" West 65.87 feet to a point and to intersect the aforesaid outline of Parcel A-1, thence binding thereon,
- 10. By a curve to the right with a radius of 95.00 feet and an arc length of 6.83 feet, said curve being subtended by a chord bearing South 56° 45' 21" West 6.83 feet, to a point, said point being at the easternmost corner of Parcel 8-1 as shown on the aforesaid plat, thence binding on the outline of said Parcel 8-1, three courses, viz:
- 11. North 32° 46' 04" West 60.89 feet,
- 12. South 57° 13' 56" West 28.40 feet, and
- South 32° 46' 03" East 4.89 feet to a point and to intersect the aforesaid outline of the said Parcel A-1, thence binding thereon, nine courses, viz:
- 14. South 44° 04' 19" West 10.17 feet
- 15. By a curve to the left with a radius of 74.00 feet and an arc length of 45.38 feet, said curve being subtended by a chord bearing North 63° 29' 48" West 44.67 feet, to a point of tangency,
- 16. North 81° 03' 55" West 2.70 feet to a point of curvature,
- 17. By a curve to the right with a radius of 233.00 feet and an arc length of 100.50 feet, said curve being subtended by a chord bearing North 68° 42' 30" West 99.72 feet, to a point of tangency,
- 18. North 56° 21' 06" West 45.00 feet to a point of curvature,

LIBER2 1 6 3 FOLIDO 6 6 4

Phase 5, English Country Manor II Condominium August 1, 1994 Page 3

- By a curve to the right with a radius of 50.00 feet and an arc length of 32.29 feet, said curve being subtended by a chord bearing North 37° 51' 06" West 31.73 feet,
- 20. South 70° 38' 58" West 30.00 feet,
- 21. South 32° 10' 45" West 78.18 feet, and
- South 09° 37' 27" East 19.77 feet, thence running for a new line of division through the aforesaid Parcel A-1,
- North 85° 10' 20" West 333.57 feet to a point and to intersect the
 aforesaid outline of Parcel A-1 and to intersect the aforesaid
 right-of-way of the Bel Air Bypass, thence binding thereon,
- 24. North 30° 49' 25" East 244.63 feet to the place of beginning.

CONTAINING 2.279 acres of land, more or less.

BEGINNING for the second at a point in and distant 33.00 feet from the beginning of the South 58° 41' 22" East 206.96 foot line on the outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21, thence binding on the said outline of Parcel A-1, two courses, viz:

- 1. South 58° 41' 22" East 173.96 feet, and
- South 57° 23' 00" East 14.66 feet, thence running for new lines of division through the aforesaid Parcel A-1, four courses, viz:
- 3. South 67° 39' 10" West 186.46 feet,
- 4. North 22° 20' 50" West 36.28 feet to a point of curvature,
- By a curve to the right with a radius of 120.00 feet and an arc length of 112.38 feet, said curve being subtended by a chord bearing North 04° 28' 54" East 108.32 feet, to a point of tangency, and
- North 31° 18' 38" East 32.37 feet to the place of beginning.

LIBER2 163 FOLIDO 665

Phase 5, English Country Manor II Condominium August 1, 1994 Page 4

CONTAINING 0.397 acres of land, more or less.

Both Parcels 1 and 2 being part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 80, Folio 21.

LIBER2 1 6 3 FOLIO 0 6 6 6

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

Wait Washes	Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits
Unit Number	Expenses and Common Floring
P	HASE 1
292A	0.637%
292B	0.637%
292C	0.637%
292D	0.637%
292E	0.637%
292F	0.637%
292H	0.637%
2921	0.637%
292L	0.637% 0.637%
292M	0.637%
292N	0.637%
2920	0.637%
292P	0.637%
294A	0.637%
294B	0.637%
294C	0.637%
294D	0.637%
294E 294F	0.637%
294F 294G	0.637%
294G 294H	0.637%
2941	0.637%
294J	0.637%
294K	0.637%
294L	0.637%
294M	0.637%
294N	0.637%
2940	0.637%
294P	0.637%
I	PHASE 2
204A	0.637%
204B	0.637%
204C	0.637%
204D	0.637%
204E	0.637%
204F	0.637%
204G	0.637%
204H	0.637%
2041	0.637%

LIBER2 1 6 3 FOLIO 0 6 6 7

204J		0.637%
204K		0.637%
204L		0.637%
204M		0.637%
204N		0.637%
2040		0.637%
		0.637%
204P		0.637%
206A		0.637%
206B		
206C		0.637%
206D		0.637%
206E		0.637%
206F		0.637%
206G		0.637%
206H		0.637%
2061		0.637%
206J		0.637%
206K		0.637%
206L		0.637%
206M		0.637%
206N		0.637%
2060		0.637%
206P		0.637%
2001		0100.0
	PHASE 3	
2063		0.637%
296A		0.637%
296B		0.637%
296C		0.637%
296D		0.637%
296E		0.637%
296F		
296G		0.637%
296H		0.637%
2961		0.637%
296J		0.637%
296K		0.637%
296L		0.637%
296M		0.637%
296N		0.637%
2960		0.637%
296P		0.637%
298A		0.637%
298B		0.637%
298C		0.637%
298D		0.637%
298E		0.637%
298F		0.637%
298G		0.637%
		0.637%
298H		0.637%
2981		0.637%
298J		0.637%
298K		
298L		0.637%

16059/BLURE

LIBER2 1 6 3 FOLIO 6 6 8

- 2 -

298M		0.637%
298N		0.637%
2980		0.637%
		0.637%
298P		0.03/8
	PHASE 4	
300A		0.637%
300B		0.637%
300C		0.637%
300D		0.637%
300E		0.637%
300F		0.637%
300G		0.637%
300H		0.637%
300H		0.637%
		0.637%
300J		0.637%
300K		0.637%
300L		
300M		0.637%
300N		0.637%
3000		0.637%
300P		0.637%
302A		0.637%
302B		0.637%
302C		0.637%
302D		0.637%
302E		0.637%
302F		0.637%
302G		0.637%
302H		0.637%
302I		0.637%
302J		0.637%
302K		0.637%
302L		0.637%
302M		0.637%
302N		0.637%
3020		0.637%
302P		0.637%
	PHASE 5	
304A		0.637%
304B		0.637%
304C		0.637%
304D		0.637%
304E		0.637%
304F		0.637%
304G		0.637%
304H		0.637%
3041		0.637%
304J		0.637%

16059/BLURE

LIBER2 1 6 3 FOLIO 0 6 6 9

16059/BLU	RE

304K	0.637%
304L	0.637%
304M	0.637%
304N	0.637%
3040	0.637%
304P	0.637%
306A	0.637%
306B	0.637%
	0.637%
306C	0.637%
306D	0.637%
306E	0.637%
306F	
306G	0.637%
306H	0.637%
3061	0.637%
306J	0.637%
306K	0.637%
306L	0.637%
306M	0.637%
306N	0.637%
3060	0.637%
306P	0.637%

LIBER2 1 6 3 FOLDO 6 7 O

SIXTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM

THIS SIXTH AMENDMENT TO DECLARATION OF ENCLISH COUNTRY MANOR II CONDOMINIUM, made this day of October, 1994, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 1049 (the "Declaration"), the Developer established a condominium regime pursuant to the laws

Of Maryland; and

Oct 12: 1394 02:92 mg

TOTAL == Res#HABS Rort#2953

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to the condom:nium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium those certain three (3) condominium units known as the units 292G, 292K and 292J, the outlines of which are set forth on the Condominium Plats entitled "Prase 1A, English County Manor II Condominium" intended to be recorded among the Land Records of Harford County, Maryland, simultaneously with the recording of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this Sixth Amendment to Declaration, such amendment being as follows:

1. The Declaration is hereby amended by the addition of the following new section:

> 7.10 - An Additional Section is hereby added to the Condominium, known as "Phase IA", which shall contain 3 Units. Each Unit Owner in Phase 1A is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the Condominium shall be entitled to the percentage interest as shown on the attached Amended Exhibit C.

> > LINER2 186 FILIDO 947

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2186, p. 0947, MSA_CE54_2073. Date available 06/22/2005. Printed 02/03/2022

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land
Development, Inc.,
General Partner

By: (SEAL)

David M. Tolmie, President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 12 day of October, 1994, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared DAVID M. TOLMIE, President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal

THE THE PARTY OF T

Notary Public

My Commission Expires:

16783/BLURE

LIBER2 186 FOLDO 948

- 2 -

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.

Daniel O'C havy, In by YJK Daniel O'C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O'C. Tracy, Jr., Esquire Venable, Baetjer and Howard 1800 Mercantile Bank & Trust Building 2 Hopkins Plaza Baltimore, Maryland 21201

- 3 -

16783/BLURE

LIBER2 186 FOLDO 949

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

<u>Unit Number</u>	Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits PHASE 1
292A	0.625%
292B	0.625%
292C	0.625%
292D	0.625%
292E	0.625%
292F	0.625%
292H	0.625%
2921	0.625%
292L	0.625%
292M	0.625%
292N	0.625%
2920	0.625%
292P	0.625%
294A	0.625%
294B	0.625%
294C	0.625%
294D	0.625%
294E	0.625%
294F	0.625%
294G	0.625%
294H	0.625%
2941	0.625%
294J	0.625%
294K	0.625%
294L	0.625%
294M	0.625%
294N	0.625%
2940	0.625%
294P	0.625%
	PHASE 1A
292G	0.625%
292K	0.625%
292J	0.625
2. / 2.0	* * = = =

LIBER2 186 FOLIDO 950

PHASE	2
-------	---

204A	0.625 %
204B	0.625 %
204C	0.625 %
204D	0.625%
204E	0.625%
204F	0.625%
204G	0.625%
204H	0.625%
20 4 I	0.625%
204J	0.625%
204K	0.625%
204L	0.625%
204M	0.625%
204N	0.625%
2040	0.625%
204P	0.625%
206A	0.625%
206B	0.625%
206C	0.625%
206D	0.625%
206E	0.625%
206F	0.625%
206G	0.625%
206H	0.625%
206I	0.625%
206J	0.625%
206K	0.6258
206L	0.625%
206M	0.625%
206N	0.625%
2060	0.625%
206P	0.625%
	PHASE 3
	I HADD 3
296A	0.625%
296B	0.625%
296C	0.623%
20.60	0.625%

296A	0.625%
296B	0.625%
296C	0.62 %
296D	0.625%
296E	0.625%
296F	0.625%
296G	0.625%
296H	0.625%
2961	0.625%
296J	0.625%
296K	0.625%
296L	0.625%
296M	0.625%
296N	0.625%
2960	0.625%
296P	0.625%
298A	0.625%

-

16783/BLURE

[BER2 | 8 6 FOLDO 9 5 |

298B 298C 298D 298E 298F 298G 298H 298J 298J 298K 298L 298M 298M 298N 298O 298P	0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625% 0.625%
	PHASE 4
300A 300B 300C 300D 300E 300F 300H 300J 300J 300N 300N 300N 300O 300P 302A 302B 302C 302D 302E 302C 302D 302E 302C 302J 302L 302J 302L 302L 302D 302L 302D 302L 302D 302L 302D 302L 302D 302L 302D 302L 302D 302L 302D 302L 302D 302L 302D 302L 302D 302L 302D 302L 302L 302L 302L 302L 302L 302L 302L	0.625% 0.625%

16783/BLURE

- 3 -

LIBER2 186 FOLIO 952

304A	0.625%
304B	0.625%
304C	0.625%
304D	0.625 ខ
304E	0.625 ខ
304F	0.625 ខ
304G	0.625 ኔ
304H	0.625%
3041	0.625%
304J	0.625%
304K	0.625%
304L	0.625%
304M	0.625%
304N	0.625%
3040	0.625%
304P	0.625%
306A	0.625%
306B	0.625%
306C	0.625%
306D	0.625%
306E	0.625%
306F	0.625%
306G	0.625%
306H	0.625%
306I	0.625%
306J	0.625%
306K	0.625%
306L	0.625%
306M	0.625%
306N	0.625%
3060	0.625%
306P	0.625%

MORRIS & RITCHIE ASSOCIATES, INC. 139 NORTH MAIN STREET SUITE 200 BEL AIR. MARYLAND 21014 879-1690

16783/BLURE

UBER2 186 FOLIO 953

and the second s

1

IMP FD SURE 3 2.80
RECORDING FEE 75.00
RESHARD ROCK 27.90
RESHARD ROCK 278
DEC 87, 1994 82:54 FE

SEVENTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM

THIS SEVENTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this
the day of December, 1994, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 1049 (the "Declaration"), the Developer established a condominium regime pursuant to the laws of Maryland; and

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all improvements thereon situate and lying in Harford County, Maryland which is described on **Exhibit A-5** attached hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase 6, English Country Manor II Condominium" intended to be recorded among the Land Records of Harford County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this Seventh Amendment to Declaration, such amendment being as follows:

- The Declaration is hereby amended by the addition of the following new section:
- 7.11 An Additional Section is hereby added to the Condominium, known as "Phase 6", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 6 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the Condominium shall be entitled to the percentage interest as shown on the attached **Amended Exhibit C**.

LEDER2 2 0 3 FOLIDO 8 5 8

All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc., General Partner

Steple a Rofil:

By: (SEAL David M. Tolmie, President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this day of December, 1994, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared DAVID M. TOLMIE, President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the fc regoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partners up, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

Notary Public Onuffordy

My Commission Expires:

- 2 -

BA3DOCS1/0004255.01

LINER2203 FOLIO 859

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.

Daniel O'C. Trucy, fr by Edward F. Kelly Daniel O'C. Tracy, Jr.

Mr. Clerk: Upon its recordation, please return this instrument to:

Daniel O'C. Tracy, Jr., Esquire Venable, Baetjer and Howard 1800 Mercantile Bank & Trust Building 2 Hopkins Plaza Baltimore, Maryland 21201

BA3DOCS1/0004255.01

LEER2 2 0 3 FOLIO 8 6 0

MORRIS & RITCHIE ASSOCIATES, INC 139 NORTH MAIN STREET SUITE 200 BEL AIR, MARYLAND 21014 (410) 879 - 1690 ENGINEERS, PLANNERS, SURVEYORS, AND LANDSCAPE ARCHITECTS



EXHIBIT A-5

December 5, 1994

Phase 6, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the same at a point at the westernmost corner of Phase 5 (Parcel 1) of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 7, Folios 58 through 62, said point being in the northwesterly outline of Parcel A-1 as shown on a plat entitled 'Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point also being on the southeast right-of-way line of the Bel Air Bypass (Relocated U.S. Route 1), thence leaving the said Bel Air Bypass and binding on the southerly side of the said Phase 5 (Parcel 1) of English Country Manor II Condominium,

- South 85° 10' 20" East 333.57 feet to a point and to intersect the outline of the said Parcel A-1, thence binding thereon, two courses, viz:
- 2. South 09° 37' 27" East 92.22 feet, and
- South 58° 41' 22" East 33.00 feet to the northwest corner of Phase 5 (Parcel 2) as shown on the first mentioned plat, thence leaving the aforesaid outline of Parcel A-1 and binding on the outline of said Phase 5 (Parcel 2), two courses, viz:
- 4. South 31° 18' 38" West 32.37 feet to a point of curvature, and
- 5. By a curve to the left with a radius of 120.00 feet and an arc length of 67.48 feet, said curve being subtended by a chord bearing South 15° 12' 04" West 66.59 feet to a point, thence leaving said Phase 5 (Parcel 2) and running for new lines of division through the aforesaid Parcel A-1, two courses, viz:
- 6. South 89° 05' 29" West 225.82 feet to a bend, and
- South 57° 35' 30" West 111.87 feet to a point and to intersect the aforesaid outline of Parcel A-1 and also to intersect the northeast right-of-way line of Tollgate Road, thence binding thereon,

	139 N. MAIN STREET, SUITE 200 BEL AIR MARYLAND 21014
_	BEL AIR MARYLAND 21014
	(410) 879-1690 (410) 836-7560
	EAV / 110 P70 1900

110 WEST ROAD SUITE 105 TOWSON MARYLAND 21204 (410) 821-1690 FAX (410) 821-1748 9090 JUNCTION DRIVE SUITE 9
ANNI-POLIS JUNCTI CO MARYLAND 20701
(410) 792-9446 - 301 JUNGTIO-4410
FAX (410) 792-7306

LIBER 2203 FOLIO 861

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2203, p. 0861, MSA_CE54_2090. Date available 06/22/2005. Printed 02/03/2022

Phase 6
English Country Manor II Condominium
December 5, 1994
Page 2

- 8. North 32° 24' 30" West 188.00 feet to a corner of the aforesaid outline of Parcel A-1 and to intersect the aforesaid southeast right-of-way line of the Bel Air Bypass, thence leaving said Tollgate Road and binding on said outline of Parcel A-1 and also binding on the said right-of-way line of the Bel Air Bypass,
- 9. North 30° 49' 25" East 154.74 feet to the place of beginning.

CONTAINING 2.045 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 80, Folio 21.

LIBER2 2 0 3 FOLIDO 8 6 2

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Ut it

Unit Number		Undivided Percentage Interest In Common Elements, Common Expenses and Common Profits
	PHASE 1	
292A		0.52083%
292B		0,52083%
292C		0.52083%
292D		0.52383%
292E		0.52383%
292F		0.52383%
2 92 H		0.52)83%
292I		0.52)83%
292L		0.52)83%
29 2M		0.52083%
292N		0.52083%
2920		0.52083%
292P		0.52083%
294A		0.52083%
294B		0.52083%
294C		0.52083%
294D		0.52083%
294E		0.52083%
294F		0.52(183%
294G		0.52(83%
294H		0.52(83%
2941		0.52(83%
294J		0.52083%
294K		0.52083%
294L		0.52083%
294M		0.52083%
294N		0.52083%
294O		0.52083%
294P		0.52083%

LIBER2 2 0 3 FOLIO 8 6 3

	PHASE 1A	
292G		0.52083%
292J		0.52083%
292K		0.52083%
	PHASE 2	
204A		0.52083%
204B		0.52083%
204C		0.52083%
204D		0.52083%
204E		0.52083%
204F		0.52083%
204G		0.52083%
204H		0.52083%
204I	•	0.52083%
204J		0.52083%
204K		0.52083%
204L		0.52083%
204M		0.52083%
204N		0.52083%
2040		0.52083%
204P		0.52083%
206A		0.52083%
206B		0.52083%
206C		0.52083%
206D		0.52083%
206E		0.52083%
206F		0.52083%
206G		0.52083%
206H		0.52083%
2061		0.52083%
206J		0.52083%
206K		0.52083%
206L		0.52083%
206M		0.52083%
206N		0.52083%
206O		0.52083%
206P		0.52083%
	PHASE 3	
296A		0.52083%
296B		0.52083%
296C		0.52083%
296D		0.52083%
296E		0.52083%
	-2-	
.01/3		

BA3DXXCS1/0004255.01/3

LIBER 203 FOLIO 864

296F	0.52:083%
296G	0.52.083%
296Н	0.54.083%
2961	0.52 083%
296J	0.52083%
296K	0.52083%
296L	0.52083%
296М	0.52083%
296N	0.52083%
296O	0.52083%
296P	0.52083%
298A	0,52083%
298B	0.52083%
298C	0.52383%
298D	0.52)83%
298E	0.52)83%
29 8 F	0.52)83%
298G	0.52)83%
298H	0.52()83%
298I	0.52()83%
`298ֈ	0.52()83%
298K	0.52083%
298L	0.52083%
298M	0.52083%
298N	0.52()83%
298O	0.52()83%
298P	0.52()83%

PHASE 4

0,52(83%
0.52(83%
0.52083%
0.52083%
0.52083%
0.52083%
0.52083%
0.52083%
0.52083%
0.52083%
0.52083%
0.52083%
0.52083%
0.52033%
0.52033%

BA3DOCS1/0004255.01/3

-3-

LHEER2 2 0 3 FOLIDO 8 6 5

300P		0.52083%
302A		0.52083%
302B		0.52083%
302C		0.52083%
302D		0.52083%
302E		0.52083%
302F		0.52083%
302G		0.52083%
302H		0.52083%
302I	•	0.52083%
302J		0.52083%
302K		0.52083%
302L		0.52083%
302M		0.52083%
302N		0.52083%
302O		0.52083%
302P		0.52083%
	PHASE 5	
304A		0.52083%
304B		0.52083%
304C		0.52083%
304D		0.52083%
304E		0.52083%
304F		0.52083%
304G		0.52083%

304H 0.52083% 304I 0.52083% 304J 0.52083% 304K 0.52083% 304L 0.52083% 304M 0.52083% 304N 0.52083% 3040 0.52083% 304P 0.52083% 306A 0.52083% 306B 0.52083% 306C 0.52083% 0.52083% 306D 306E 0.52083% 306F 0.52083% 306G 0.52083% 306H 0.52083% 0.52083% 306I

BA3EXXCS1/0004255.01/3

LIBER2203 FOLIO 866

-4-

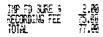
306J	0.52:083%
306K	0.52.083%
306L	0.52.083%
306M	0.52,083%
306N	0.52 083%
306O	0.52 083%
306P	0.52083%
	PILLOR
602A	PHASE 6
602B	0.52083%
602C	0.52083%
	0.52083%
602D	0.52083%
602E	. 0.52083%
602F	0.52083%
602G	0.52083%
602H	0.52083%
602I	0.52083%
602J 602K	0.52083%
	0.52083%
602L	0.52383%
602M	0.52)83%
602N	0.52)83%
602O	0.52)83%
602P	0.52)83%
604A	0.52)83%
604B	0.52)83%
604C	0.52083%
604D	0.52()83%
604E	0.52()83%
604F	0.52()83%
604G	0.52083%
604H	0.52083%
6041	0.52083%
604J	0.52083%
604K	0.52083%
604L	0.52083%
604M	0.52083%
604N	0.52083%
6040	0.52083%
604P	0.52083%

BA3DOCS1/0004255.01/3

LDER 2203 FOLDO 867

-5-

EIGHTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM



THIS EIGHTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 25 day of January, 1995, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland ResHHA23 Ropt#6735 CSH FR Bik#1827 Jan 25: 1995 93:38 en limited partnership (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, by Declaration entitled "Declaration of English Country Manor II Condominium," dated October 21, 1993, recorded among the Land Records of Harford County, Maryland in Liber CGH No. 2025 at Folio 1049 (the "Declaration"), the Developer established a condominium regime pursuant to the laws of Maryland; and

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to 'he condominium regime certain real property and improvements; and

WHEREAS, all legal requirements and prerequisites for such expansion have been satisfied, including those set forth in the Declaration; and

WHEREAS, Developer hereby desires to expand and add to such condominium that certain parcel of land and all improvements thereon situate and lying in Harford County, Maryland which is described on Exhibit A-6 attached hereto and the outlines of which are set forth on the Condominium Plats entitled "Phase 7, English Country Manor II Condominium" intended to be recorded among the Land Records of Harford County, Maryland, simultaneously with recordation of this instrument.

NOW, THEREFORE, the Developer, pursuant to Section 7 of the Declaration, does hereby execute this Eighth Amendment to Declaration, such amendment being as follows:

- 1. The Declaration is hereby amended by the addition of the following new section:
- 7.12 An Additional Section is hereby added to the Condominium, known as "Phase 7", which shall contain 32 Units and certain Common Elements. Each Unit Owner in Phase 7 is entitled to one (1) vote as established in Section 5.3 of the Declaration, and each Unit Owner of the Condominium shall be entitled to the percentage interest as shown on the attached Amended Exhibit C.

IMFR2217 FOLIDO 847.

2. All other terms of the Declaration not herein amended shall remain in full force and effect.

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

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc.,

General Partner

By: William J. Fleischer, President

STATE OF MARYLAND

COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this __ day of January, 1995, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared William J. Fleischer, President of Harford Land Development. Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

Notary Public

My Commission Expires: 414/98

BA3DOCS1/0007649.01

- 2 -

LIBER2217 FOLIO 848

The undersigned, an attorney duly admitted to practice before the Maryland Court of Appeals, certifies that this instrument was prepared by an attorney or under an attorney's supervision.

Daniel O'C. Tracy, Jr.

Mr. Clerk: Upon i s recordation, please return this instrument to:

Daniel O'C. Tracy, Jr., Esquire Venable, Baetjer and Howard. LLP 1800 Mercantile Bank & Trust Building 2 Hopkins Plaza Baltimore, Maryland 21201

BA3DOCS1/0007649.01

- 3 -

LIBER 2217 FOLIO 849

MRA

EXHIBIT A-6

January 24, 1995

Phase 7, English Country Manor II Condominium, Town of Bel Air, Third Election District, Harford County, Maryland.

BEGINNING for the same at a point at the southernmost corner of Phase 6 of English Country Manor II Condominium, as recorded among the Land Records of Harford County, Maryland in Condominium Plat Book 7, Folios 78 through 82, said point being in the southwesterly outline of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the aforesaid Land Records in Plat Book 80, Folio 21, said point also being on the northeast right-of-way line of Tollgate Road, thence leaving the said Tollgate Road and binding on the southerly side of the said Phase 6 of English Country Manor II Condominium, two courses, viz:

- 1. North 57° 35' 30" East 111.87 feet, and
- 2. North 89° 05' 29" East 225.82 feet to the western outline of Phase 5 (Parcel 2) of English Country Manor II Condominium, as recorded among the aforesaid Land Records in Condominium Plat Book 7, Folios 58 through 62, thence leaving the aforesaid outline of Phase 6 and binding on the outline of said Phase 5 (Parcel 2), three courses, viz:
- By a curve to the left with a radius of 120.00 feet and an arc length of 44.90 feet, said curve being subtended by a chord bearing South 11° 37' 40" East 44.64 feet, to a point of tangency,
- 4. South 22° 20' 50" East 36.28 feet, and
- 5. North 67° 39′ 10″ East 186.46 feet to a point and to intersect the aforesaid outline of Parcel A-1, thence leaving the aforesaid outline of Phase 5 (Parcel 2) and binding on the said outline of Parcel A-1, two courses, viz:
- 6. South 57° 23' 00" East 28.00 feet, and

39 N MAIN STREET, SUITE 200 BEL AIR, MARYLAND 21014 (410) 879-1690 (410) 836-7560 FAX (410) 879-1820 110 WEST ROAD SUITE 105 TOWSON MARYLAND 21204 (410) 821-1690 FAX (410) 821-1748

LIBER2217 FOLIO 850

9090 JUNCTION DRIVE SUITE 9
ANNAPOLIS JUNCTION MARYLAND 2070*
(410) 792-9446 (301) 470-4470
FAX (410) 792-7395

Phase 7
English Country Manor II Condominium
January 24, 1995
Page 2

- South 13° 54' 30" East 139.68 feet to a point and to intersect the
 afcresaid north right-of-way line of Tollgate Road, thence binding
 on the said right-of-way line and binding on the aforesaid outline
 of Parcel A-1, three courses, viz
- 8. South 76° 05' 30" West 262.59 feet to a point of curvature,
- By a curve to the right with a radius of 270.00 feet and an arc length of 336.93 feet, said curve being subtended by a chord bearing North 68° 09' 30" West 315.49 feet, to a point of tangency, and
- 10. North 32° 24' 30" West 46.51 feet to the place of beginning.

CONTAINING 2.139 acres of land, more or less.

BEING part of Parcel A-1 as shown on a plat entitled "Revised Final Plat, Section II, English Country Manor" and recorded among the Land Records of Harford County, Maryland in Plat Book 80, Folio 21.

LIBER2217 FOLIDO851

AMENDED EXHIBIT C

Percentage Interests Currently Appurtenant to Each Unit

Undivided Percentage Interest In Common Elements, Common

	In Common Elements, Common	
Unit Number	Expenses and Common Profits	
	PHASE 1	
292A	0.44643%	
292B	0.44643%	
292C	0.44643%	
292D	0.44643%	
292E	0.44643%	
292F	0.44643%	
292H	0.44643%	
2921	0.44643%	
292L	0.44643%	
292M	0.44643%	
292N	0.44643%	
292O	0.44643%	
292P	0.44643%	
294A	0.44643%	
294B	0.44643%	
294C	0.44643%	
294D	0.44643%	
294E	0.44643%	
294F	0.44643%	
294G	0.44643%	
294H	0.44643%	
2941	0.44643%	
294Ј	0.44643%	
294K	0.44643%	
294L	0.44643%	
294M	0.44643%	
294N	0.44643%	
294O	0.44643%	
294P	0.44643%	

LIBER2 2 1 7 FOLDO 8 5 2

292J 0.44643% 292K 0.44643% PHASE 2 204A 0.44643% 204B 0.44643% 204C 0.44643% 204D 0.44643% 204E 0.44643% 204F 0.44643% 204G 0.44643% 204H 0.44643% 204H 0.44643% 204J 0.44643% 204J 0.44643% 204J 0.44643% 204L 0.44643% 204L 0.44643% 204L 0.44643% 204N 0.44643% 204N 0.44643% 204P 0.44643% 206A 0.44643% 206B 0.44643% 206C 0.44643%		PHASE 1A	
2!'2K PHASE 2 2(4A 2(4B 2(4C) 2(4D) 2(4E 2(4E) 2(4F) 2(4G) 2(4H) 2(4G) 2(4H) 2(4H) 2(4H) 2(4H) 2(4J) 2(4J) 2(4J) 2(4L) 2(4L) 2(4M) 2(4C) 2(4M) 2(4C) 2(4C) 3(4C) 4(4C) 4(44) 4(4	292G		0.44643%
PHASE 2 2(4A	292J		0.44643%
2(4A	292K		0.44643%
2(4A		DILLOD A	
2(4B) 0.44643% 2(4C) 0.44643% 2(4D) 0.44643% 2(4E) 0.44643% 2(4F) 0.44643% 2(4G) 0.44643% 2(4H) 0.44643% 2(4J) 0.44643% 2(4J) 0.44643% 2(4L) 0.44643% 2(4M) 0.44643% 2(4N) 0.44643% 2(4O) 0.44643% 2(4P) 0.44643% 2(6A) 0.44643% 2(6B) 0.44643% 2(6C) 0.44643% 2(6E) 0.44643% 2(6F) 0.44643% 2(6G) 0.44643% 2(6I) 0.44643% </td <td>2014.4</td> <td>PHASE 2</td> <td>0.446430/</td>	2014.4	PHASE 2	0.446430/
2(4C			
2(4D) 0.44643% 2(4E) 0.44643% 2(4F) 0.44643% 2(4H) 0.44643% 2(4H) 0.44643% 2(4J) 0.44643% 2(4J) 0.44643% 2(4L) 0.44643% 2(4L) 0.44643% 2(4N) 0.44643% 2(4N) 0.44643% 2(4P) 0.44643% 2(6B) 0.44643% 2(6C) 0.44643%			
2(4E			
2(4F 2(4G 2(4G 2(4H 2(4H 2(4H 2(4H 2(4I) 2(4I) 2(4J 2(4J 2(4K 2(4K 2(4K 2(4K 2(4K 2(4K 2(4K 2(4K			
2(4G 2(4H 2(4H 2(4I) 2(4I) 2(4J 2(4J 2(4J 2(4K 2(4K 2(4K 2(4K 2(4K 2(4K 2(4K 2(4K			
2(4H			
2(4I			
2(4J			
2(4K			
2(4L			
2(4M 0.44643% 0.44643% 2(4N 0.44643% 0.44643% 0.44643% 2(4P 0.44643% 2(6A 0.44643% 2(6B 0.44643% 2(6C 0.44643% 2(6E 0.44643% 2(6			
2(4N 0.44643% 0.44643% 2(4O 0.44643% 2(4P 0.44643% 2(6A 0.44643% 2(6B 0.44643% 2(6C 0.44643% 2(6C 0.44643% 2(6E 0.44643% 2(6E 0.44643% 2(6F 0.44643% 2(6G 0.			
2(4O 0.44643% 2(4P 0.44643% 2(6A 0.44643% 2(6B 0.44643% 2(6C 0.44643% 2(6C 0.44643% 2(6E 0.44643% 2(6E 0.44643% 2(6F 0.44643% 2(6G 0.44643% 2(6G 0.44643% 2(6I 0.44643% 2(6I 0.44643% 2(6I 0.44643% 2(6I 0.44643% 2(6K 0.44643% 2(6K 0.44643% 2(6C 0.44643% 2(
2(6A 0.44643% 2(6B 0.44643% 2(6C 0.44643% 2(6C 0.44643% 2(6E 0.44643% 2(6E 0.44643% 2(6F 0.44643% 2(6G 0.44643% 2(6G 0.44643% 2(6I 0.44643% 2(6I 0.44643% 2(6L 0.44643% 2(6N 0.44643% 2(6P 0.44643%		•	0.44643%
2(6B	204P		0.44643%
2(6C 0.44643% 2(6D 0.44643% 2(6E 0.44643% 2(6F 0.44643% 2(6G 0.44643% 2(6H 0.44643% 2(6I 0.44643% 2(6J 0.44643% 2(6J 0.44643% 2(6L 0.44643% 2(6K 0.44643% 2(6C 0.44643% 2(6C 0.44643% 2(6C 0.44643% 2(6C 0.44643% 2(6C 0.44643% 2(6C 0.44643% 2(6C 0.44643% 2(6C 0.44643%	206A		0.44643%
2(6D 0.44643% 2(6E 0.44643% 2(6F 0.44643% 2(6G 0.44643% 2(6H 0.44643% 2(6I 0.44643% 2(6J 0.44643% 2(6J 0.44643% 2(6L 0.44643% 2(6L 0.44643% 2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643%	206B		0.44643%
2(6E 0.44643% 2(6F 0.44643% 2(6G 0.44643% 2(6H 0.44643% 2(6I 0.44643% 2(6J 0.44643% 2(6K 0.44643% 2(6K 0.44643% 2(6K 0.44643% 2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643%	206C		0.44643%
2(6F 0.44643% 2(6G 0.44643% 2(6H 0.44643% 2(6I 0.44643% 2(6J 0.44643% 2(6K 0.44643% 2(6K 0.44643% 2(6K 0.44643% 2(6M 0.44643% 2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643%	2(6D		0.44643%
2(6G 0.44643% 2(6H 0.44643% 2(6I 0.44643% 2(6J 0.44643% 2(6K 0.44643% 2(6K 0.44643% 2(6L 0.44643% 2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643%	2(6E		0.44643%
2(6H 0.44643% 2(6I 0.44643% 2(6J 0.44643% 2(6K 0.44643% 2(6L 0.44643% 2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643%	206F		0.44643%
2(6I 0.44643% 2(6J 0.44643% 2(6K 0.44643% 2(6L 0.44643% 2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643%	2(6G		0.44643%
2(6J 0.44643% 2(6K 0.44643% 2(6L 0.44643% 2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643%	2(6H		0.44643%
2(6K 0.44643% 2(6L 0.44643% 2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643%	206I		0.44643%
2(6L 0.44643% 2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643% PHASE 3	2(6J		0.44643%
2(6M 0.44643% 2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643% PHASE 3			0.44643%
2(6N 0.44643% 2(6O 0.44643% 2(6P 0.44643% PHASE 3	2(6L		0.44643%
2(6O 0.44643% 2(6P 0.44643% PHASE 3			0.44643%
2(6P 0.44643% PHASE 3			
PHASE 3			
	206P		0.44643%
266A 0.446420/.		PHASE 3	
#/ VA V.4404376	296A		0.44643%
296B 0.44643%	296B		0.44643%
256C 0.44643%	296C		0.44643%
			0.44643%
296E 0.44643%	296E		0.44643%

BA3DOCS1/0007649.01/3

-2-

LIBER2217 FOLIO0853

296F	0.44643%
296G	0.44643%
296H	0.44643%
2961	0.44643%
296J	0.44643%
296K	0.44643%
296L	0.44643%
296M	0.44643%
296N	0.44643%
296O	0.44643%
296P	0.44643%
298A	0.41643%
298B	0.44643%
298C	0.44643%
298D	0.44643%
298E	0.44643%
298F	0.44643%
298G	0.44643%
298H	0.44643%
2981	0.44643%
298J	0.44643%
298K	0.44643%
298L	0.44643%
298M	0.44643%
298N	0.44643%
298O	0.44643%
298P	0.44643%
pu	ASE 4
300A	0.44643%
300A	0.4464394

2004	0.44643%
300A	• • • • • • • • • • • • • • • • • • • •
300B	0.44643%
300C	0.44643%
300D	0.44643%
300E	0.44643%
300F	0.44643%
300G	0.44643%
300H	0.44643%
3001	0.44643%
300J	0.44643%
300K	0.44643%
300L	0.44643%
• • • •	0.44643%
300M	******
300N	0.44643%
300O	0.44643%

- 3 -

BA3DOCS1/0007649.01/3

LIBER2217 FOLIDO 854

300P		0.44643%
302A		0.44643%
302B		0.44643%
302C		0.44643%
302D		0.44643%
302E		0.44643%
302F		0.44643%
302G		0.44643%
302H		0.44643%
302I		0.44643%
302J		0.44643%
302K		0.44643%
302L		0.44643%
302M		0.44643%
302N		0.44643%
302O		0.44643%
302P		0.44643%
	Part 07 6	
	PHASE 5	0.445400
31)4 A		0.44643%
3·)4B		0.44643%
3:)4C		0.44643%
3-)4D		0.44643%
3)4E		0.44643%
3)4F		0.44643%
3)4G		0.44643%

0.44643% 0.44643% 0.44643% 0.44643% 0.44643% 0.44643% 0.44643% 0.44643% 0.44643% 0.44643% 0.44643% 3)4G 3)4H 3)4I 3 **)4**J 3)4K 3)4L 334M 334N 304O 304P 306A 306B 306C 306D 0.44643% 0.44643% 30**6**E 0.44643% 306F 0.44643% 306G 306H 0.44643% 306I 0.44643%

BA3DOCS1/0007649.01/3

LIDER2217 FOLIDO 855

-4-

		
306K		0.44643%
306L		0.44643%
306M		0.44643%
306N		0.44643%
306O		0.44643%
306P		0.44643%
	PHASE 6	
602A		0.44643%
602B		0.44643%
602C		0.44643%
602D		0.44643%
602E		0.44643%
602F		0.44643%
602G		0.44643%
602H		0.44643%
602I		0.44643%
602J		0.44643%
602K		0.44643%
602L		0.44643%
602M		0.44643%
602N		0.44643%
602O		0.44643%
602P		0.44643%
604A		0.44643%
604B		0.44643%
604C		0.44643%
604D		0.44643%
604E		0.44643%
604F		0.44643%
604G		0.44643%
604H		0.44643%
604I		0.44643%
604J		0.44643%
604K		0.44643%
604L		0.446439
		0.44643%
604M 604N		0.44643%
		0.44643%
604O		0.446439
604P		V. 44 0437

0.44643%

BA3DOCS1/0007649.01/3

306J

LIBER2 2 1 7 FOLIO 8 5 6

- 5 -

PHASE 7 0.44643% 606A 0.44643% 606B 0.44643% 606C 0.44643% 606D 0.44643% 606E 0.44643% 606F 0.44643% 60€G 0.44643% 60€H 0.44643% 60t I 0.44643% 60€J 0.44643% 60€K 0.44643% 60GL 0.44643% 606M 0.44643% 606N 0.44643% 606O 0.44643% 606P 0.44643% 608A 0.44643% 608B 0.44643% 608C 0.44643% 608D 0.44643% 603E 0.44643% 603F 0.44643% 603G 603H 0.44643% 0.44643% 603I 0.44643% 603J 0.44643% 603K 0.44643% 603L 0.44643% 608M 0.44643% 608N 0.44643% **608O** 0.44643%

MORRIS & RITCHIE ASSOCIATES, INC. 139 NORTH MAIN STREET SUITE 200 BEL AIR, MARYLAND 21014

BA3DOCS1/0007649.01/3

608P

LIBER2217 FOLDO857

-6-

(410) 879-1690

English Country Manor II

Bylaws



REC FE 142.00 SURCHG 2.00 HRRF. CQ. 144.00

#777870 COOZ ROL 114155

BY-LAWS

10/21/93

OF

ENGLISH COUNTRY MANOR II CONDOMINIUM

LDER2 0 2 5 FOLD 1 0 8 2

Parameter States

TABLE OF CONTENTS

BY-LAWS

ENGLISH COUNTRY MANOR II CONDOMINIUM

		Page
ARTICLE I	PLAN OF UNIT OWNERSHIP	
Section 1.	Unit Ownership	1
2.	By-Laws Applicability	1
3.	Personal Application	1
4.	Incorporation	1.
ARTICLE II	THE COUNCIL OF UNIT OWNERS	
Section 1.	Unit Owners	1
2.	Voting Rights	2
3.	Powers	2
4.	Annual Meetings	2
5.	Special Meetings	2
6.	Place of Meetings	2
7.	Notice of Meetings	3
8.	Quorum	3
9.	Votes Required	3
10.	Proxies	3
11.	Voting	4
12.	Informal Action by Unit Owners	4
ARTICLE III	BOARD OF DIRECTORS	
Section 1.	Powers	4
2.	Number of Directors	5
3.	Election of Directors	5
4.	Regular Meetings	5
5.	Special Meetings	6
6.	Notice of Meetings	6
7.	Quorum	6
8.	Compensation	6
9.	Informal Action by Directors	7
10.	Committees	7
11.	Vacancies	7
12.	Removal of Director	7
13.	Management Agent	7
14.	Fidelity Bonds	8
15.	Budget	8
ARTICLE IV	OFFICERS	
Section 1.	Executive Officers	8
2.	President	8

-i-

LIBER2025 FOLIO 1083

3.	Vice President
4.	Secretary
5.	Treasurer
6.	Assistant Officers
7.	Compensation
8.	Removal
ARTICLE V	LIABILITY AND INDEMNIFICATION
MKIICBE V	OF DIRECTORS AND OFFICERS
	OF DIRECTORS AND OFFICERS
Section 1.	
	Officers' Liability
2,	Common or Interested Directors
ARTICLE VI	OBLIGATIONS OF THE OWNERS
Section 1.	Annual Condominium Fees/Assessments 12
2.	Annual Condominium Fees/Assessments 12
3.	Special Assessments
4.	General Operating Reserve Fund
5.	Working Capital Fund
	Non-Payment of Assessment
6.	Assessment Certificate
7.	Acceleration of Installments 16
8.	Enforcement
9. 10.	Maintenance and Repair
10.	Destruction of Buildings
11.	Internal Alterations to Units 18
12.	Right of Entry 18
ARTICLE VII	USE RESTRICTIONS
Section 1.	Residential Use
2.	Leases 19
3.	Occupancy, Etc 19
4.	Common Elements
5.	Limited Common Elements
6.	Rules of Conduct
ARTICLE VIII	HEARING PROCEDURES
Section 1.	Statement of Purpose 24
2.	
3.	Effect of Rules and Regulations 24
ARTICLE IX	INSURANCE
Section 1.	Insurance
2.	
3.	
4.	Dispursements of Insurance Proceeds 27 Applications for Insurance 27

٠,

-**ii**-

LIDER2025 FOLD1084

ARTICLE X	FINANCE
Section 1. 2. 3. 4. 5.	Fiscal Year 27 Books and Accounts 28 Auditing 28 Inspection of Books 28 Checks, Drafts, etc 28
ARTICLE XI	AMENDMENTS
Section 1. 2. ARTICLE XII	Amendments
Section 1. 2. 3. 4. 5. 6. 7.	Compliance 29 Conflict 29 Resident Agent 30 Severability 30 Waiver 30 Captions and Table of Contents 30 Gender, Etc. 30

-iii-

LIDER2025 FOLIN 1085

le) | |f

■ BY-LAWS OF ENGLISH COUNTRY MANOR II CONDOMINIUM

ARTICLE I. PLAN OF UNIT OWNERSHIP

SECTION 1. <u>Unit Ownership</u>. The Condominium located in Harford County, Maryland known as "ENGLISH COUNTRY MANOR II CONDOMINIUM" is submitted to the provisions of Sections 11-101, <u>et seq</u>., of the Real Property Article of the Annotated Code of Maryland as amended from time to time. The administration thereof shall be by the Board of Directors herein described, subject to the powers of the owners as herein specified.

SECTION 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. As used in these By-Laws, any term defined in the Declaration shall be deemed to have the meaning ascribed to it therein. In construing these By-Laws, and the government of the Condominium pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland pertaining to the government of non-stock business corporations shall be considered as governing to the extent not inconsistent with the provisions of Sections 11-101, et seq., of the Real Property Article, the Declaration and these By-Laws, the Council of Unit Owners being considered as if it were a non-stock corporation and the Unit Owners being considered as if they were the owners of such non-stock corporation.

SECTION 3. <u>Personal Application</u>. All present and future Owners, Mortgagees, 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 regulations set forth in these By-Laws and to the declarations set forth in the Declaration to which these By-Laws are attached.

The acquisition or rental of any of the Units or the mere act of occupancy of any of the Units will signify that these By-Laws, as amended from time to time, are accepted, ratified, and will be complied with.

SECTION 4. <u>Incorporation</u>. The Council of Unit Owners is an unincorporated association.

ARTICLE II. THE COUNCIL OF UNIT OWNERS

SECTION 1. <u>Unit Owners</u>. The Condominium is owned by the Unit Owners, who shall collectively comprise the Council of

LIBER2025 FOLID 1086

Unit Owners (the "Council"). No lessee, lien holder, mortgagee, pledgee or contract purchaser as such shall have any voting rights with respect to the affairs of the Condominium except as provided by these By-Laws, the Declaration or the Act. The mailing address of the Council shall be 600 Squire Lane, Bel Air, Maryland.

SECTION 2. <u>Voting Rights</u>. The Council shall have the total votes set forth in the Declaration. Voting shall be on a Unit basis and the number of votes that a Unit is entitled to cast shall be one vote for each Unit owned as provided in the Declaration.

SECTION 3. <u>Powers</u>. Subject only to limitations, if any, contained in the Act, the Declaration or these By-Laws, the Council shall have all of the rights and powers which are vested in a council of unit owners by the provisions of the Act and in a nonstock corporation by the provisions of the Corporations and Associations Article of the Annotated Code of Maryland.

SECTION 4. Annual Meetings. The Council shall hold each year, an annual meeting of the Unit Owners for the election of Directors and the transaction of any business within the powers of the Condominium, at 10:00 o'clock a.m. on the first Monday in March in each year, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Sunday or a legal holiday. The initial meeting of the Council shall be held within 60 days from the date that Units representing fifty percent (50%) of the votes in the Condominium have been conveyed by the Developer to the initial purchasers of Units. Any business of the Condominium may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by the Act, by the Declaration or these By-Laws to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the Condominium's existence or affect the otherwise valid acts of the Council.

SECTION 5. <u>Special Meetings</u>. At any time in the interval between annual meetings, special meetings of the Council may be called by the President or by a majority of the Board of Directors by voting at a meeting or in writing with or without a meeting, or upon a petition signed by Unit Owners representing at least twenty-five percent (25%) of the total votes of the Condominium, as then constituted, having been presented to the Secretary.

SECTION 6. <u>Place of Meetings</u>. All meetings of the Council shall be held at the principal office of the

-2-

8002/BLURE

LIBER2025 FOLD 1087

Condominium in Harford County, Maryland, except in cases in which the notice thereof designates some other place.

SECTION 7. Notice of Meetings. Not less than ten (10) days nor more than ninety (90) days before the date of every meeting of the Council, the Secretary shall give to each Unit Owner entitled to vote at such meeting and to each Mortgagee entitled to such notice, written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the owner at his post office address as it appears on the records of the Condominium, with postage thereon prepaid. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person or by valid proxy, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of the Council, annual or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement at the meeting.

SECTION 8. Quorum. At any meeting of the Council, a quorum is deemed present throughout the meeting if persons entitled to cast twenty-five percent (25%) of the total number of votes appurtenant to all the Units are present, in person or by proxy, at the commencement of the meeting. In the absence of a quorum, the Unit Owners present in person or by proxy, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 9. <u>Votes Required</u>. A majority of the votes cast at a meeting of the Council, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by the Act, the Declaration or by these By-Laws.

SECTION 10. <u>Proxies</u>. A Unit Owner may vote either in person or by proxy executed in writing by the Owner or by his duly authorized attorney-in-fact. No proxy shall be valid after 180 days from its date, unless granted to a lessee or to a mortgagee, if allowed by applicable law, in which event it shall be valid as provided therein. It may be revoked sooner

-3-

8002/BLURE

LIBER2025 FOLDIO88

- A-Watt

by a written notice of revocation filed with the Secretary and shall be revoked by the death of the Unit Owner. Every proxy shall be in writing, subscribed by the owner or his duly authorized attorney, and dated, but need not be sealed, witnessed or acknowledged, and shall be filed with the Secretary before the appointed time of each meeting. No individual may hold and vote a total of more than five (5) proxies.

MARKET STATES

SECTION 11. Voting. In all meetings of the Council, every Unit Owner shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected. Cumulative voting, by which a Unit Owner may cast a total number of votes equal to the total number of directors to be elected for one or more persons, shall be permitted. At all meetings of Unit Owners, the proxies and ballots shall be received, and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairperson of the meeting. The President of the Council or such other person designated by him to act as chairperson of the meeting shall also count the votes cast on any matter coming before the Council. Unless demanded or ordered by a majority of Unit Owners present, no vote need be by ballot, and voting need not be conducted by inspectors. No Unit Owner may vote, however, if the Council has recorded a statement of condominium lien on his Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

SECTION 12. <u>Informal Action by Unit Owners</u>. 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 the Unit Owners entitled to vote on the subject matter thereof, and such consent is filed with the records of the Council.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. <u>Powers</u>. The business and affairs of the Condominium shall be managed by its Board of Directors. The Board of Directors may exercise all the powers of the Condominium and of the Council except such as are by the Act or the Declaration or these By-Laws conferred upon or reserved to the Unit Owners. In particular, but not by way of limitation, the Board of Directors shall be responsible for, and have all necessary powers in connection with, the maintenance, repair and replacement of the Common Elements, designation, hiring and dismissal of the personnel necessary for the good working order of the Condominium and for the proper care of the Common

8002/BLURE

LINER2025 FOID 1089

Elements and to provide services for the Condominium. The Board of Directors may delegate any of such responsibilities and powers to the officers of the Condominium, to a manager or managing organization engaged by contract to undertake any of such responsibilities, or both. The Board of Directors, or any officer or officers to whom such power may be delegated, shall have power to take any action necessary or appropriate to enforce payment of all sums, including assessments against Unit Owners, due the Condominium, including the power to enforce any lien for the same.

SECTION 2. <u>Number of Directors</u>. The number of directors of the Condominium shall be an odd number and shall be not less than three (3) nor more than seven (7).

SECTION 3. <u>Election of Directors</u>. Until the initial meeting of the Council and thereafter until successors are duly elected and qualify, the Board shall consist of David M. Tolmie, William Wogatske, and William Fleischer or any successors appointed by the Developer. At each annual meeting of the Council, the Unit Owners shall elect directors, for one-year terms or until their successors are elected (or for a shorter term to fill a vacancy arising for an uncompleted term). At any meeting of the Council after its initial meeting, duly called and at which a quorum is present, the Unit Owners may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

SECTION 4. Regular Meetings. After each meeting of the Council at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be designated by the Unit Owners at such meeting; and in the event that no other time is designated by the Unit Owners, the Board of Directors shall meet at 12:00 o'clock noon on the day of such meeting, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Saturday, Sunday or a legal holiday. Such first meeting shall be held at such place as may be designated by the Unit Owners, or in default of such designation at the place designated by the Board of Directors for such first regular meeting, or in default of such designation at the office of the Condominium in Harford County, Maryland. No notice of such first meeting shall be necessary if held as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places as may be designated from time to time by the Board of Directors.

-5-

8002/BLURE

LIBER2025 FOLD1090

SECTION 5. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by the Board of Directors by vote at a meeting, or by a majority of the directors in writing with or without a meeting. Such special meetings shall be held at such place or places as may be designated from time to time by the Board of Directors. In the absence of such designation, such meetings shall be held at such places as may be designated in the calls.

. j.j.

3

SECTION 6. Notice of Meetings. Except as provided in Section 4 of this Article, notice of the place, day and hour of every regular and special meeting shall be given to each director at least two (2) days before the meeting, by delivering the same to him personally, or by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice at least four days before the meeting, postage prepaid, and addressed to him at his last known post office address, according to the records of the Condominium. Unless required by these By-Laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement. Except as provided in Section 11-109.1 of the Act, a meeting of the Board of Directors shall be open. Notice of meetings of the Board of Directors shall be sent to each Unit Owner at least annually.

SECTION 7. Quorum. At all meetings of the Board of Directors, fifty percent (50%) of the entire Board of Directors, but in no case less than two directors, shall constitute a quorum for the transaction of business. Except in cases in which it is by the Act, by the Declaration or by these By-Laws otherwise provided, the vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the directors present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 8. <u>Compensation</u>. Directors shall not receive any compensation for their services except such as may be authorized or permitted by vote of the Unit Owners.

-(

8002/BLURE

LINER2025 FOLKO 1091

SECTION 9. <u>Informal Action by Directors</u>. Except for the adoption of an annual budget, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

SECTION 10. <u>Committees</u>. The Board of Directors may, by resolution, provide for such standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

SECTION 11. <u>Vacancies</u>. Vacancies on the Board of Directors 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; and each person so elected shall be a Director until a successor is elected by the Council at the next annual meeting.

SECTION 12. Removal of Director. 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 then and there be elected by the Council of Unit Owners to fill the vacancy thus 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 any Director who has an unreleased Statement of Lien recorded against him shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 11 of this Article.

SECTION 13. Management Agent. The Board of Directors shall employ for the Condominium a professional Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties set out in Section 1 above; provided, however, that such delegation may be terminated by either party without cause or payment of a termination fee on a maximum of ninety (90) days written notice (or such other period as may be 'provided in Section 11-133 of the Act) and any such contract shall have a maximum term of two (2) years. The Council shall not undertake "self-management" or otherwise fail to employ a professional management agent. The professional management company so employed must have and maintain fidelity bond coverage in an

-7-

8002/BLURE

LIBER2025 FOLID 1092

amount equal to or greater than one-and-one-half (1-1/2) times the estimated annual operating expenses and reserves of the Condominium.

SECTION 14. <u>Fidelity Bonds</u>. The Board of Directors shall require that all officers and employees of the Council handling or responsible for Council or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

SECTION 15. <u>Budget</u>. The annual budget prepared in accordance with the Act shall be submitted to the Unit Owners at least 30 days before its adoption.

ARTICLE IV. OFFICERS

SECTION 1. Executive Officers. The Board of Directors shall choose a President from among the Directors, and a Secretary and a Treasurer who need not be Directors. The Board of Directors may also choose a Vice President, an Assistant Secretary and an Assistant Treasurer, none of whom need be a Director. Any two of the above mentioned officers, except those of President and Vice President, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by the Act, the Declaration, by the By-Laws or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of owners' next succeeding his election, and until his successor shall have been duly chosen and qualified, or until he shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

SECTION 2. <u>President</u>. The President shall preside at all meetings of the Council and of the Board of Directors at which he shall be present; he shall have general charge and supervision of the business of the Condominium; he may sign and execute, in the name of the Condominium or of the Council, all authorized deeds, mortgages, bonds, contracts by other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Condominium; and, in general, he shall perform all duties incident to the office of president, and such other duties as, from time to time, may be assigned to him by the Board of Directors.

-8-

8002/BLURE

LMER2025 FOLID 1093

SECTION 3. <u>Vice President</u>. The Vice President, at the request of the President, or in his absence or during his inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. The Vice President shall have such other powers and perform such other duties as may be assigned to him by the Board of Directors or the President.

SECTION 4. <u>Secretary</u>. The Secretary shall keep the minutes of the meetings of the Council and of the Board of Directors in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law; he shall be custodian of the records of the Condominium and of the Council; he shall count and record the votes at general and specific meetings of the Council; and in general, he shall perform all duties incident to the office of secretary, and such other duties as, from time to time, may be assigned to him by the Board of Directors or the President.

SECTION 5. <u>Treasurer</u>. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Condominium, and shall deposit, or cause to be deposited, in the name of the Council, all moneys or other value effects in such banks, trust companies or other depositaries as shall, from time to time, be selected by the Board of Directors; he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Condominium, and, in general, he shall perform all the duties incident to the office of treasurer, and such other duties as may be assigned to him by the Board of Directors or the President.

SECTION 6. <u>Assistant Officers</u>. The Assistant Secretary shall have such other duties as may from time to time be assigned to him by the Board of Directors or the Secretary. The Assistant Treasurer shall have such duties as may from time to time be assigned to him by the Board of Directors or the Treasurer.

SECTION 7. <u>Compensation</u>. The Board of Directors shall have power to fix the compensation of all officers of the Council.

SECTION 8. Removal. Any officer or agent of the Council may be removed by the Board of Directors whenever, in its judgment, the best interest of the Condominium will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

-9-

8002/BLURE

LRER2 0 2 5 FOID 1 0 9 4

ARTICLE V. LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. Limitation of Directors' and Officers' Liability. No Director or Officer, in his capacity as such, shall, except in the event of his own individual willful misconduct or gross negligence in the performance of his duties, be liable (i) for any failure by the Council to obtain or pay for any service which is to be obtained hereunder, or for any injury or damage to persons or property caused by the elements or any Unit Owner or other person, or resulting from the leakage or flow of electricity, gas, water, rain or dust from the outside of the Building, from any Unit, from any pipe, drain, conduit, appliance, equipment or other place; (ii) to any Unit Owner or other person under any agreement, deed, lease, mortgage, other instrument or transaction entered into by him on behalf of the Council or the Unit Owners in the performance of his duties; (iii) in tort or otherwise, directly or indirectly, to any Unit Owner or any person by virtue of his good faith act or failure to act; or (iv) arising out of the use, misuse or condition of the Common Elements, or in any other way as a result or by virtue of his performance of his duties.

Each Director and Officer, in his capacity as such, and his heirs and personal representatives shall be indemnified by the Council against all liability and expense (including, by way of example rather than of limitation, that of reasonable attorneys fees), which are reasonably imposed upon or incurred by him in connection with any proceeding in which he is involved by reason of his being or having been a Director or Officer, or in connection with any settlement thereof, and (with respect to such expense) whether or not he is a Director or Officer at the time such expense is incurred, except for any such liability imposed or expense incurred in connection with any such proceeding in which the Director or Officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duties; provided, that the foregoing provisions of this paragraph shall not be applicable to any such liability or expense assumed or incurred as the result of a settlement of such proceeding unless the Board of Directors (with such Director abstaining), acting upon the advice of its legal counsel, approves such settlement and reimbursement as being in the Council's best interests. Any amount paid by the Council pursuant to the foregoing provisions of this paragraph shall be deemed to alter or impair any right to indemnification to which such Director or Officer is entitled under applicable law, by authorization of the Council or the Board of Directors, or otherwise.

-10-

8002/BLURE

LHER2025 FOLD 1095

SECTION 2. Common or Interested Directors.

- (a) The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Council.
- (b) For so long as the Developer elects one or more Directors to the Board of Directors, no contract or other transaction between the Council and one or more of its Directors, or between the Council and any corporation1 firm or association, including the Developer, in which one or more of the Directors are directors or officers, or are pecuniarily or otherwise interested, 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 exist:
- (1) 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
- (2) 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
- (3) The contract or other transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed.
- (c) For so long as the Developer elects one or more directors to the Board of Directors, common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board, or committee thereof, which authorizes, approves or ratifies any contract or other transaction, and may vote thereafter 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 or not so interested.

-11-

8002/BLURE

LIBER2025 FOLID 1096

ARTICLE VI. OBLIGATIONS OF THE OWNERS

. H.

SECTION 1. Annual Condominium Fees/Assessments.

- (a) Each Unit Owner shall pay to the Council, monthly, in advance, a sum equal to one-twelfth (1/12) of the Unit Owner's proportionate share of the sum required by the Council pursuant to the Percentage Interests in Common Expenses and Common Profits as set forth in the Declaration (hereinafter called "Assessments"), to meet its annual expenses, including but in no way limited to the following:
- (1) The cost of all operating expenses of the Condominium as the same may be constituted from time to time, and services furnished, including charges by the Council for facilities and services furnished by it;
- (2) The cost of necessary management and administration, including fees paid to any Management Agent;
- (3) The amount of all taxes and assessments levied against the Council or upon any property which it is otherwise required to pay, if any;
- (4) 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 of Directors may effect;
- (5) The cost of furnishing water, electricity, heat, gas, oil, garbage and trash collection and/or utilities, to the extent furnished by the Council;
- (6) The cost of funding all reserves established by the Council, including when appropriate, a general operating reserve and/or reserve for replacements;
- (7) The estimated cost of repairs, maintenance and replacements of the Condominium including General and Limited Common Elements (except those Limited Common Elements described in Article VII, Section 5 of these By-Laws), to be made by the Council;
- (8) The cost of all operating expenses, repairs, maintenance and replacements for public walkways, trash and utility closets, if any; and
- (9) The Condominium's proportionate share of the cost of operating, maintaining and repairing the swimming pool and the manor house (the "Adjacent Facilities"),

-12-

8002/BLURE

LIBER2025 FOLIDI 097

which are common elements in the adjacent condominium known as English Country Manor Condominium (the "Phase I Condominium") created by recordation of a Declaration dated August 7, 1990 and recorded among the Land Records of Harford County in Liber 1650, folio 79, as amended, and accompanying plats, including, without limitation, insurance and reserves relating thereto (the "Adjacent Facility Costs").

- (b) In addition, each Unit Owner shall pay to the Council, monthly, the amount of any fine levied against him pursuant to any rules and regulations for fining promulgated by the Board of Directors in accordance with the procedures in these By-Laws and such fine shall be a lien in the same manner as if it were a Common Expense.
- (c) The Board of Directors shall determine the amount of the Assessment annually, but may do so at more frequent intervals should circumstances so require.
- (d) The Board shall make reasonable efforts to fix the amount of the Assessment against each Unit Owner for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Council and Assessments applicable thereto which shall be kept in the office of the Council or in the possession of the Secretary and shall be open to inspection by any Unit Owner upon reasonable notice to the Council or the Secretary. Written notice of the Assessment shall thereupon be sent to each Unit Owner. The omission of the Board of Directors, before the expiration of any assessment period, to fix the Assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Unit Owner from the obligation to pay the Assessment, or any installment thereof, for that or any subsequent assessment period, but the Assessment fixed for the preceding period shall continue until a new Assessment is fixed. No Unit Owner may exempt himself from liability for Assessments by a waiver of the use or enjoyment of any of the Common Elements, or by abandonment of any Unit belonging to him.
- (e) The portion of Assessments attributable to Adjacent Facility Costs shall be paid monthly, within ten (10) days of the start of the month, to the council/of unit owners of the Phase I Condominium. In the event that Assessments are not all timely paid or are not all paid in full) the full sum of Adjacent Facility Costs then due the Phase I Condominium shall nonetheless be paid in full; provided, however, the Council shall advise the council of unit owners of the Phase I Condominium of the names of Unit Owners whose Assessments are delinquent and the Phase I Condominium shall have the right to

-13-

8002/8LURE

[IBER2025 FOLID 1098

prohibit such Units Owners from using the Adjacent Facilities until they pay to the Council all unpaid Assessments, or portions thereof, together with interest, late charges and actual costs of collection, including reasonable attorney's fees.

SECTION 2. Special Assessments. In addition to the regular Assessments authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair 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 of Directors may consider appropriate. The Developer shall not be required to pay any such special assessment levied against Units which it owns subsequent to the recordation of the Declaration and these By-Laws. Any expenditure made other than those made because of conditions which, if not corrected, could result in a threat to the health or safety of the Unit Owners or a significant risk of damage to the condominium, that would result in an increase in the amount of Assessments for the current fiscal year of the Condominium in excess of fifteen percent (15%) of the budgeted amount previously adopted, shall be approved by an amendment to the budget adopted at a special meeting, upon not less than ten (10) days written notice to the Council of Unit Owners.

SECTION 3. General Operating Reserve Fund. The Council shall establish and maintain a general operating reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors and which shall not be less than five percent (5%) of the aggregate monthly installments levied pursuant to the provisions of this Article. Such fund shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in the obligations of, or fully guaranteed as to principal by, the United States of America, states, municipalities, or counties thereof. The reserve for replacements 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 amounts required to be allocated to the general operating reserve fund may be reduced, by appropriate resolution of the Board of Directors, upon the accumulation in such reserve fund of a sum equal to twenty percent (20%) of the full replacement value of the

-14-

8002/BLURE

LIBER2025 FOLD 1099

Condominium as full replacement value is annually determined by the Board of Directors for fire insurance purposes. The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Unit to which it appertains, and shall be deemed to be transferred with such Unit.

SECTION 4. Working Capital Fund. A working capital fund shall be established in a separate account within sixty (60) days after the date of the conveyance of the first Unit to meet the initial operating expenses of the Condominium. Such fund shall be in an amount equal to two-twelfths (2/12) of the total projected Common Expenses as set forth in the Declaration. The funds shall be deposited in a special account in the same manner as provided in Section 3 above. The funds deposited in the working capital fund may be transferred to the general account of the Council, by appropriate resolution of the Board of Directors, upon the sale of at least fifty percent (50%) of the Units comprising the Condominium.

SECTION 5. Non-Payment of Assessment.

- (a) Any Assessments levied upon the Unit Owner, together with interest, late charges and actual costs of collection, including reasonable attorney's fees, shall become a lien on said Unit upon the recording in the Land Records of Harford County, Maryland of a "Statement of Lien" in accordance with the provisions of Sections 14-201, et seq., of the Real Property Article (hereinafter the "Maryland Contract Lien Act"), as incorporated by Section 11-110 of the Act, or upon compliance with such other requirements as may be imposed by the Act, from time to time. Any individual obligations incurred by Unit Owners to the Condominium shall be paid promptly as billed, subject to late charges for delinquency as determined by the Board of Directors.
- (b) Each Unit Owner shall be personally liable for the payment of each Assessment (or each installment thereof, if payable in installments) which becomes due with respect to a Unit either (i) while he is the Unit Owner thereof, or (ii) prior to his having become the Unit Owner thereof if either (1) a statement of lien with respect to such Assessment is recorded among the Land Records prior to his having become the Unit Owner thereof, or (2) he became the Unit Owner thereof other than by a "grant for value", as that term is used in the Act. A Unit Owner may not avoid such liability by (i) waiving any right to the use of the Common Elements or the Adjacent Facilities or otherwise which he holds under the provisions of the Act, the Declaration, these By-Laws or otherwise, (ii) abandoning or otherwise terminating his use of such Unit, or (iii) conveying the title to such Unit after the same becomes due.

-15-

8002/BLURE

LIBER2025 FOLIO I I O O

- (c) Any Assessment, special 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) The Council shall, upon demand, notify the holder of the first Mortgage on any Unit for which any assessment levied pursuant to these By-Laws 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.
- (e) The Board of Directors shall have the authority to impose such late charges and/or fines as it deems appropriate.

SECTION 6. Assessment Certificates. The Council shall, upon demand, furnish to any Unit Owner liable for an Assessment, special assessment, fine, or other charge levied pursuant to these By-Laws (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 the 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 exceeding twenty-five dollars (\$25.00) may be levied in advance by the Council for each certificate so delivered.

SECTION 7. Acceleration of Installments. Upon any Unit Owner's default in the payment of a monthly installment of any Assessment, special assessment, fine, or other charge levied and due pursuant to these By-Laws, the entire balance of said Assessment, or special assessment still due for that fiscal year and/or any said fine or charge may be accelerated at the option of the Board of Directors, and be declared due and payable in full. Notwithstanding the preceding sentence, such declaration by the Board of Directors may not be enforceable unless the Board of Directors, acting in accordance with Section 11-110 of the Act, notifies said Unit Owner within fifteen (15) days of his default that failure to pay the then due monthly installment within fifteen (15) days of the notice shall result in an acceleration of the remaining balance and shall constitute a lien on the Unit as provided in Section 5 of this Article.

SECTION 8. <u>Enforcement</u>. The lien for any unpaid Assessment, special assessment, fines, or other charges may be enforced and foreclosed by the Council or any other person specified in the By-laws, in the same manner, and subject to

-16-

8002/**BL**URE

LIBER 2025 FOLIO 1 101

the same requirements, as the foreclosure of the mortgages or deeds of trust on real property in the State of Maryland. Suit 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. No action may be brought to foreclose the lien unless brought within three (3) years following the recordation of the Statement of Lien. No action may be brought to foreclose the lien except after ten (10) days' written notice to the Unit Owner given by registered mail, return receipt requested, to the address of the Unit Owner shown on the books of the Council of Unit Owners.

SECTION 9. Maintenance and Repair.

- (a) Every Unit Owner shall perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Common Elements, or any other Unit, such owner being expressly responsible for the damages and liabilities his failure to do so may engender.
- (b) All the repairs of internal installations of the Unit such as plumbing, wire, pipes or conduits for water, light, power, telephones, doors, windows, lamps and all other accessories belonging to the Unit areas shall be at the Unit Owner's expense.
- (c) A Unit Owner shall reimburse the Council for any expenditures over and above any amounts received under any policy of insurance incurred by the Council in repairing or replacing any Common Element damaged through the Unit Owner's fault.
- (d) Every Unit Owner shall be responsible for maintenance, repair and replacement of the improvements, machinery and equipment appurtenant to his Unit which are designated Limited Common Elements in the Declaration and Article VII, Section 5 of these By-Laws. No such maintenance, repair or replacement costs shall be considered Common Expenses, as that term is defined in the Declaration.

SECTION 10. Destruction of Buildings.

(a) In the event of the destruction of any part or all of the Building, such destroyed part or parts shall be rebuilt unless such destruction amounts to more than two-thirds in value of the total value of the Building. In such rebuilding the proceeds of any casualty insurance shall be used to the extent available, being allocated by the Board to the Units, and Common Elements, damaged or destroyed, in proportion to the cost of restoring each such improvement or facility. Costs in excess of such Proceeds shall be paid as to each Unit by the Unit Owner thereof and as to the Common Elements by assessment as for repairs to such elements.

-17-

8002/BLURE

LIBER 2025 FOLD 1102

(b) In the event of the destruction of any part or all of the Building amounting to more than two-thirds in value of the total value of the Building, the damage and destruction shall not be restored if every Unit Owner and every first Mortgagee does not agree thereto at any Council meeting called to consider the question of such restoration. Upon such restoration, the costs shall be paid as provided in (a) above. If the Building is not restored following such destruction, the Condominium shall be subject to an action for partition at the suit of any Unit Owner as if owned in common. In the event of such suit, the net proceeds of sale, together with the net proceeds of any fire or other insurance payable as a result of such destruction shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Expenses, and shall be distributed in accordance with the priority of interests in each Unit.

r e andre

SECTION 11. Internal Alterations to Units. A Unit Owner shall not make structural modifications or alterations in his Unit or installations located therein unless he has previously fully informed the Council in writing through the President of the Board of Directors and received no objection thereto. The Council shall have the obligation to answer within thirty (30) days, and failure to do so within that time shall mean that there is no objection to the proposed modification or alteration.

SECTION 12. Right of Entry. The Council and the Management Agent, if any, and their agents and employees, shall have an irrevocable right and easement to enter Units to make repairs to that Unit, at the cost of the Unit Owner of that Unit, when repairs reasonably appear to be necessary for public safety, to prevent damage to property other than that Unit or to prevent a state of disrepair from destroying the visual unity of the Condominium, and to restore any part of the Condominium. Such entry to a Unit shall only be made after twenty-four (24) hours notice given to the Unit Owner, except in the event of an emergency in which event entry may be made without prior notice, whether or not the Unit Owner is present at the time of such entry.

ARTICLE VII. USE RESTRICTIONS

SECTION 1. Residential Use. All Units shall be used for residential purposes exclusively except for such temporary non-residential uses as may be permitted from time to time by the Board of Directors and by State and Local Laws. Nothing in these By-Laws shall be construed to prohibit the Developer from

-18-

8002/BLURE

LIBER2025 FOLDI 103

either using Units which the Developer owns or leases from others for (i) promotional or display purposes as 'Models," or (ii) from leasing any Unit or Units which Developer owns, or (iii) as a rental or management office.

SECTION 2. Leases. If any Unit Owner shall lease his Unit, such lease shall be in writing, shall first be submitted to the Board of Directors for its approval and shall be for a term of not less than one (1) year. The Board of Directors shall approve or disapprove of any lease solely on the basis of whether such lease contains covenants obligating the Unit Owner's tenant to observe all rules and regulations of the Board of Directors and all restrictions and conditions imposed by the Declaration, By-Laws, Rules and Regulations in force at the time of signing said lease. If the Unit Owner fails to provide these documents to Unit Owner's tenant, the Board of Directors may do so, billing the reasonable cost of same to the Unit Owner. The Board of Directors shall have no right to disapprove a lease except as above provided. If the Unit Owner fails to comply with this Section, such failure to comply shall be a violation of these By-Laws and enforceable at law or equity by the Board of Directors. The Board of Directors may adopt a "form" lease for the use of the Unit Owners.

SECTION 3. Occupancy, Etc. The right to use or occupy any Unit within the Condominium, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any 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 By-Laws. No such restriction shall be based upon age, race, religion, family composition, sex or place of national origin. The provisions of this Section 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.

SECTION 4. Use of Common Elements.

(a) A Unit Owner shall not place or cause to be placed any furniture, packages or objects of any kind in the hallways, lobbies, driveways, stairways, walks or open spaces, nor shall any Unit Owner use any part of the Common Elements so as to interfere with their use for the purposes hereinabove and hereafter permitted, nor shall any part of the Common Elements be used for storage purposes (except as incidental to one of such permitted uses, or for storage of maintenance equipment used exclusively to maintain the Common Elements), nor in any manner which shall increase the rate for which insurance against loss by fire, or other casualty, or bodily injury, or

-19-

8002/BLURE

LINGER 2025 FOLIO 1104

property damage liability insurance covering the Common Elements and improvements situated thereon may be obtained, or cause such Common Elements to be uninsurable against such risks or any policy or policies representing such insurance to be cancel led or suspended or the company issuing the same to refuse renewal thereof. All rooms and other space reflected on the Plat as common area and/or Common Element, and needed or appropriate for the maintenance or operation of the Building, shall be reserved for such use. The remaining Common Elements shall be used for no other purpose than for normal transit through them, or for such other restricted uses as may be designated by the Board of Directors.

(b) Areas designated for parking motor vehicles, including garages, are Common Elements of the Condominium and shall be used solely for parking and storage of motor vehicles. The Council may make such rules, regulations and restrictions for use of the parking areas, including garages, as it considers appropriate, and may designate assigned parking areas for each Unit.

SECTION 5. Limited Common Elements.

- (a) Limited Common Elements are reserved for the exclusive use of the Unit Owner (or his tenants or licensees) of the Unit to which the Limited Common Elements are appurtenant. No other persons shall be allowed to enjoy the use thereof, nor shall any other Unit or any part of the Common Elements be used so as to interfere with the Unit Owner's exclusive use of the Limited Common Elements.
- assigned to the Units by deed or the Declaration shall be exercisable only by the Unit Owners of such Units, their tenants or licensees. Conveyance of a Unit shall effect conveyance of the right to exclusive use of the garage to the new Unit Owner. Any license thereto shall be terminated upon such conveyance. The exclusive right to use the garage shall not be conveyed (other than by said revocable licenses) apart from conveyance of the Unit to which it is appurtenant.
- (c) The improvements (including concrete pads), machinery and equipment located in the General Common Element areas appurtenant to or contiguous to each Unit which serve that Unit exclusively are designated Limited Common Elements. Costs of maintenance, repair and replacement of such improvements, machinery and equipment shall be borne by the Unit Owner of the Unit to which such improvements, machinery and equipment are appurtenant, in accordance with Article VI, Section 9 of these By-Laws.

-20-

8002/BLURE

LIBER2025 FILIPLE 105

SECTION 6. Rules of Conduct.

- (a) No noxious or offensive trade or activity shall be carried on within the Condominium or within any Unit situate thereon, 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 no obstruction of any General or Limited Common Elements, except as herein provided. Nothing shall be stored upon any General or Limited Common Elements, except as herein provided without the approval of the Board of Directors.
- (c) Nothing shall be done or maintained in any Unit, or upon any General or Limited Common Elements, which will increase the rate of insurance on any Unit or General or Limited Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Unit or upon General or Limited Common Elements which would be in violation of any law. No waste shall be committed upon any General or Limited Common Elements.
- (d) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit, and upon any Common Elements; except that this shall not prohibit the keeping of two dogs weighing twenty pounds or less or two cats weighing twenty pounds or less or one caged bird as a domestic pet, provided that they are not kept, bred or maintained for commercial purposes, and provided further that the keeping of such dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in Section 4(a) of this Article. All dogs and cats must be kept inside their respective Owner's Unit or upon the Unit's Limited Common Elements and may be walked on a leash on the portions of the General Common Elements designated for dogwalking by the Board of Directors.
- (e) Except for signs of a directional nature and such signs as may be posted by the Developer for promotional purposes and to designate or restrict parking spaces, no signs of any character (temporary or permanent) shall be erected, posted or displayed upon, in or from or about dny Unit or the General or Limited Common Elements, except with prior written consent of the Board of Directors.
- (f) Except as herein elsewhere provided, no junk vehicle or other vehicle, on which current registration plates are not displayed, trailer, truck, camper, camp truck, house

-21-

8002/BLURE

LIBER2025 FOLIO 106

trailer, or the like shall be kept upon any Common Elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles, be carried out thereon.

- (g) Each Unit Owner shall have the following rights with regard to an entryway, patio or balcony which is a part of his Unit: (i) to place furniture, and potted plants upon said area; (ii) with the Board of Directors' approval to plant flowers and shrubs. Except as provided in this Section 4, no Unit Owner shall have the right to paint, decorate, remodel or alter any entryway, patio or balcony area without the prior written consent of the Board of Directors.
- (h) No part of the General or Limited Common Elements shall be used for commercial activities of any character. This subsection shall not apply to the use of Units or Common Elements by the Developer for display, promotional 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 of any other kind shall be permitted within any Unit or upon any General or Limited Common Elements. Firewood shall be stored only in the storage space assigned to a Unit by the Declaration and shall not be otherwise stored within a Unit or in any General or Limited Common Elements. Trash and garbage containers shall not be permitted to remain in public view, except within locations designated by the Board of Directors. This subsection shall not apply to the Developer during the period of construction or when the Developer is actively engaged in the repair of any Unit.
- (j) No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be maintained upon any of the General or Limited Common Elements at any time except as permitted by written rule of the Board of Directors.
- (k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit or upon any General or Limited Common Elements without the prior written consent of the Board of Directors. No exterior clothes lines shall be created or maintained, and there shall be no outside drying or laundering of clothes.
- (1) No items or material shall be hung nor any rugs or other materials shaken over any exterior railing, or on the outer side of any exterior window without the written approval of the Board of Directors.

-22-

8002/BLURE

LIBER2025 FOLIO 1 1 0 7

- (m) Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises; musical instruments, radios, televisions, record players, phonographs, Hi-Fi sets, and amplifiers shall be used in such manner as not to disturb other Unit Owners.
- (n) Outdoor cooking is strictly prohibited on any of the General or Limited Common Elements except such areas as may be designated for this purpose by the Board of Directors.
- (o) No power equipment, hobbying shops or carpenter shops shall be maintained on the General or Limited Common Elements or in any Unit, without the prior written consent of the Board of Directors.
- $\mbox{\ensuremath{(p)}}$ No water beds or other water furniture shall be permitted or maintained in any Unit.
- (q) There must be opaque coverings over all exterior windows in the Units. No window treatments shall be installed in any Unit that do not have a white backing facing outside of the Unit.
- $\mbox{(r)}$ All garages shall be used solely for the purpose of parking and storing motor vehicles. No other use of these spaces is permitted.
- (s) Family day care homes are expressly prohibited in the Condominium. Pursuant to Section 11-111.1(d)(4) of the Real Property Article of the Annotated Code of Maryland, the foregoing prohibition against the use of a Unit as a family day care home may be eliminated and family day care homes in the Condominium may be approved by a simple majority of the total eligible Unit Owners pursuant to the voting procedures provided for in these By-Laws at a special or annual meeting of the Council, the notice of which specifically designates the proposed elimination of this prohibition as an agenda item for such meeting.
- (t) There shall be no violation of any rules and regulations whether for the use of the General or Limited Common Elements or for the governance of the Condominium which may from time to time be adopted by the Board of Directors and promulgated among the Unit Owners by said Board of Directors in writing; and the Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules and regulations.
- (u) In the event of breach of any of the provisions of the Declaration, these By-Laws or rules adopted by the Board of Directors pursuant hereto by any Unit Owner or tenant, the Council, through its officers, managers or other agents, or any other aggrieved Unit Owner shall take such action as it shall deem appropriate, including legal action

-23-

8002/BLURE

LIBER2025 FOLIDI I 08

through court proceedings, to cure such breach and cause an abatement thereof. All costs of taking such action, including the time of employees of the Council in connection therewith, counsel fees, and all other costs and expenses incurred in connection therewith, shall be a charge against the Unit Owner who, or whose tenant, causes such breach, payable to the Council on an individual assessment basis, and shall become a lien upon the unit involved in the same manner as in the case of unpaid Assessment.

- (v) The Board of Directors shall have the power to levy fines against Unit Owners for violation of these By-Laws or of the Rules and Regulations promulgated by the Board of Directors hereunder. Said power to levy fines is specifically subject to Article VIII of these By-Laws.
- (w) The Board of Directors may, in its sole discretion, grant variances to these Rules of Conduct upon such terms and conditions as it may deem appropriate under the circumstances. Any such variance shall be strictly limited to its terms and shall not be construed to constitute a waiver of the full applicability of the restriction subject to the variance in all other circumstances.

ARTICLE VIII. HEARING PROCEDURES

SECTION 1. Statement of Purpose. It is the declared intention of the Council that rules and regulations shall be adopted freely by the Board of Directors, and without the requirement of a 66-2/3% or greater vote of the Council as a requisite to their adoption. All rules and regulations are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these By-Laws. Should any adopted rules or regulations contradict any provisions of these By-Laws, as amended, said provisions of these By-Laws shall take precedence.

SECTION 2. Rules and Regulations. All rules and regulations proposed by the Board of Directors or by any committee appointed by the Board of Directors to act on its behalf shall be adopted in accordance with Section 11-111 of the Act.

SECTION 3. <u>Effect of Rules and Regulations</u>. Any rules and regulations, when adopted in accordance in accordance with Section 11-111 of the Act, shall have the same effect as if they were incorporated in these By-Laws by direct reference. Said rules and regulations, upon proper adoption under the above procedures, shall be enforced in the same manner as all other provisions of the By-Laws.

-24-

8002/BLURE

LIBER2025 FOLIO 109

ARTICLE IX. INSURANCE

SECTION 1. <u>Insurance</u>. The Board of Directors, as authorized representative of the Council, shall procure and maintain as a Common Expense, in the Council's name as agent or trustee for the benefit of the Unit Owners and each such Unit Owner's Mortgagee, if applicable, a policy or policies of insurance in insurance companies licensed to do business in the State of Maryland. Each Unit Owner hereby appoints the Board of Directors as attorney-in-fact for the purpose of purchasing and maintaining such insurance as may be required by the Act, and any other insurance the Board of Directors deems appropriate, including, by way of example and not by limitation: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. Losses payable under any such policies of insurance shall be payable in favor of the Council as trustee for each Unit Owner and each such Unit Owner's Mortgagee, if any, to receive, hold or otherwise properly dispose of any proceeds of insurance on behalf of the Unit Owners and their first Mortgagees as their interests may appear. Evidence of insurance shall be issued to each Unit Owner and Mortgagee upon request. The following policies of insurance shall, to the extent obtainable, be acquired:

(a) A policy or policies insuring the Building, including fixtures and building service equipment to the extent they are part of the Common Elements of the Condominum, as well as common personal property and supplies, and other common personal property belonging to the Council, against loss, damage or destruction by fire or other casualty, including flood, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicle, falling objects, smoke, malicious mischief, vandalism, collapse through weight of snow, ice or sleet, water, and other similar casualty, in an aggregate amount equal to the full insurable replacement value of the building, including Units, without regard to depreciation, with a deductible not to exceed the lesser of \$10,000 or 1% of the policy face amount (which deductible shall be funded as and paid for from an operating reserve account). The policy or policies, unless otherwise insuring the Condominium Units against loss, damage or destruction, shall have a contingent or conditional endorsement, with limits equal to the replacement value of the Units, providing for payment by the insurer of a sum sufficient for restoration of each Unit to a tenantable condition, in the event that the Unit Owner thereof shall fail or refuse to restore his Unit within a reasonable time after loss, damage or destruction of such Unit, by fire or other

-25-

8002/BLURE

LIBER2025 FOLIO 110

casualty insured against. In addition, the policy or policies shall, if obtainable, include an inflation guard endorsement and a special condominium endorsement. In lieu of the foregoing insurance, the Board of Directors may procure and maintain such other insurance against loss, damage or destruction of the Common Elements, and the Units, as shall give substantially equal or greater protection to the Unit Owners, as their interest may appear.

i

- (b) Such insurance as will protect the Unit Owners, and each of them, from claims under workmen's compensation acts and other employee benefit acts.
- (c) Such insurance as will protect any manager, the Board of Directors, the Unit Owners, and each of them, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to property, any or all of which may arise out of or result from ownership of any interest in the Condominium or the management or operation of the Condominium, or because of any injury or damage sustained on or attributable to the Condominium, including the ownership, maintenance and use of the walkways and driveways outside the Building. It is intended that the insurance described in this subsection be a comprehensive general liability policy endorsed to protect each Unit Owner against all liability arising out of or otherwise attributable to the Condominium, including operation of the premises, products liability, liability attributable to work or other act of an independent contractor, or let or sublet work, landlords-tenants liability, and contractual liability. Further, the insurance shall cover the liability of one of more Unit Owners, as parties insured, to one or more of the remaining Unit Owners, though also parties insured. Such public liability insurance shall be in the limits of at least \$1,000,000.00 for injuries to persons (including death) and property damage in any one accident. The public liability insurance against liability imposed or assumed by any contract.
- (d) If any part of the improvements of the Condominium are in a special flood hazard area, a master or blanket policy of flood insurance.
- (e) Each Unit Owner shall procure and maintain in his own right a policy or policies insuring his Unit, including fixtures, equipment and all other constituent elements of that Unit as described in Section 3.2.4 of the Declaration, against loss, damage or destruction by fire or other casualties enumerated in paragraph (a) of Section 1 of this Article VI, in an aggregate amount equal to the full insurable replacement value of the Unit.

-26-

8002/BLURE

LIDER2025 FOLIOI I I I

(f) In all events, each policy of insurance procured under this Section shall contain a waiver of the insurer's subrogation rights against each Unit Owner, and a waiver of any defense maintainable by the insurer by reason of any co-insurance provision of any policy or by reason of any act or neglect of any Unit Owner, whether before or after the loss, damage or destruction may occur. Further, each policy of insurance shall provide that the insurance procured by each Unit Owner in his own right covering losses from fire, casualty, liability or otherwise shall not serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer. Each such policy, together with any required fidelity bond, shall also require the insurer to notify in writing the Council and each named mortgagee at least ten (10) days before it cancels or substantially changes coverage. Each such policy shall contain a standard mortgagee policy. Each policy of insurance procured under paragraphs (a), (b) or (c) of this Section shall state that the exclusive right and authority to adjust losses under the policy shall be vested in the Council.

SECTION 2. Repairs and Replacements. Unless more than two-thirds (2/3rds) of the Building is destroyed, the proceeds of any insurance policy procured under the provisions of paragraph (a) of Section 1 of this Article 18 shall be applied to repair, restore and reconstruct the Units and Common Elements as provided in Article VI, Section 10(a). If the proceeds of insurances are insufficient to cover the cost of any necessary repair, replacement or restoration of the Common Elements, such excess cost shall be paid by the Unit Owners as a Common Expense, upon special assessment therefor and levy thereof by the Board of Directors against each Unit Owner in accordance with his percentage interest in the Common Elements.

SECTION 3. <u>Disbursement of Insurance Proceeds</u>. If more than two-thirds (2/3rds) of the Building is destroyed, then the disbursement of the proceeds of all insurance policies shall be paid in accordance with and governed by the provisions of Article VI, Section 10.

SECTION 4. <u>Applications for Insurance</u>. Each Unit Owner shall furnish such information and sign such application forms or other documents, if any, as may be required to obtain insurance as provided in this Article IX.

ARTICLE X. FINANCE

4. 1

1,"

SECTION 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year and

-27-

8002/BLURE

LIBER 2025 FOLD 112

end on the 31st day of December 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 of Directors in its discretion. Ì

SECTION 2. Books and Records. Books and records of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed account, in chronological order, of the receipts and expenditures affecting the Condominium and its administration and shall specify the maintenance and repair expenses of the General and Limited Common Elements and services and any other expenses incurred. That amount of any assessment required for payment on any capital expenditures of the Council shall be credited upon the books of the Council to the "Paid-in-Surplus" account as a capital contribution by the Unit Owners.

year, the books and records of the Condominium shall be compiled (unless audited pursuant to the provisions of Section 8.4.2 of the Declaration) and if an audit is by an independent Certified Public Accountant, his report shall be prepared, and may be certified, in accordance with generally accepted auditing standards. Based upon such compilation, audit or report, the Council shall furnish the Unit Owners with an annual financial statement, including the income and disbursements of the Council.

SECTION 4. Inspection of Books. The books and records of the Council, and vouchers accrediting the entries made thereupon, shall be available for examination and copying by any Unit Owner, his mortgagee, and/or their respective duly authorized agents or attorneys, during normal business hours, for purposes reasonably related to their interests in a Unit and after written request stating their names, addresses and the Unit number or address of the Unit in which they have an interest.

SECTION 5. <u>Checks, Drafts, etc.</u> All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Condominium or the Council, shall be signed by officers or agents of the condominium, as determined by the Board of Directors.

ARTICLE XI.

In !

SECTION 1. <u>Amendments</u>. Except as provided in Section 2 of this Article, these By-Laws may be amended by the

-28-

8002/BLURE

LIBER2025 FOLIO 113

affirmative vote of Unit Owners representing seventy-five percent (75%) of the total votes of the Condominium. Amendments may be proposed by the Board of Directors or by a petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Condominium. 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 holders of all Mortgages in the Condominium. Any amendment adopted by the Council shall be effective only upon recordation among the Land Records of Harford County, Maryland. The recorded amendment shall set out the Sections of these By-Laws being amended and the applicable provisions of the "Act".

10

SECTION 2. <u>Material Amendments</u>. Material amendments to these By-Laws, including, but not by way of limitation, changes with respect to voting rights, assessment liens, reserves and responsibilities for maintenance, repair and replacement of Common Elements, insurance, and fidelity bonds, may be amended only by the affirmative vote of fifty-one percent (51%) of holders of Mortgages which have, by written notice, reserved the right to vote on such amendments, in addition to compliance with the provisions of Section 1 of this Article.

ARTICLE XII. COMPLIANCE_INTERPRETATION-MISCELLANEOUS

SECTION I. <u>Compliance</u>. These By-Laws are set forth in compliance with the requirements of the "Act" and all applicable State, County and local laws and ordinances notwithstanding anything in these By-Laws to the contrary, whether expressed or implied. It is the further intent of the Developer that the Declaration and these By-Laws and the Condominium in general meet all requirements necessary to purchase, guarantee and insure or subsidize any Mortgage of any Unit by the Federal Home Loan Mortgage Corporation ("FHLMC"), Veterans Administration (VA) or the Federal National Mortgage Association ("FNMA").

SECTION 2. <u>Conflict</u>. These By-Laws are subordinate and subject to all provisions of the Declaration, Articles of Incorporation, and to the provisions of the "Act". All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the "Act". In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; in the event of any conflict between the By-Laws or Articles of Incorporation and the applicable Sections of the "Act", the provisions of the "Act" shall control.

-29-

8002/BLURE

200

LIBER2025 FOLIDI 114

SECTION 3. Resident Agent. Trenton Property
Services, Inc., a Maryland corporation, is designated as the entity authorized to accept service of process relating to the Condominium or to the General or Limited Common Elements, as authorized under the "Act". The Board of Directors 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 Department of Assessments and Taxation. Following the first annual meeting of the Condominium, the Council of Unit Owners shall register with the Department of Assessments and Taxation. The Council of Unit Owners shall provide the Department with the names and mailing addresses of the Condominium's officers and directors. An updated list, including the name and address of the Resident Agent and managing agent, if any, shall be provided to the Department of Assessments and Taxation on the following April 15 and each April 15 thereafter.

SECTION 4. Severability. In the event any provision or provisions of these By-Laws 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.

SECTION 5. <u>Waiver</u>. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

SECTION 6. Captions and Table of Contents. The captions and table of contents in these By-Laws are for convenience and ease of use only, and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

SECTION 7. Gender, Etc. Whenever in these By-Laws the context so required, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS:

2.10

HARFORD LAND DEVELOPMENT
LIMITED PARTNERSHIP
By: Harford Land Development,

/Inc., General Partner

Standa & Sitzgrald

David M. Tolmie, President

-30-

8002/BLURE

[IBER2025 FOLDIII5

I HEREBY CERTIFY that on this AND day of October, 1992, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared David M. Tolmie, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is President of Harford Land Development, Inc., General Partner of Harford Land Development Limited Partnership, 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 body corporate in its capacity as general partner of the Developer and is its act and deed.

AS WITNESS, my hand and Notarial Seal.

Deson Grufflady Notary Public

My Commission expires: 1/1/5

THIS IS TO CERTIFY that this instrument was prepared under the supervision of Daniel O'C. Tracy, Jr., an attorney duly admitted to practice before the Court of Appeals in Maryland.

NOTARY PUJLIC

Daniel O'C. Tracy, Jr.

 $\{e_i\}$

MR. CLERK:

Upon its recordation, please return this instrument to Daniel O'C. Tracy, Jr., Esquire, Venable, Baetjer and Howard, 1800 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201.

8002/BLURE

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2025, p. 1116, MSA_CE54_1912. Date available 06/22/2005. Printed 02/03/2022

-31-

LIBER 2025 FOLDI 116

AMENDMENT TO BYLAWS OF ENGLISH COUNTRY MANOR II CONDOMINIUM

THIS AMENDMENT TO BYLAWS OF ENGLISH COUNTRY MANOR II CONDOMINIUM, made this 2.7mm day of DECEMBER 1996, by the Council of Unit Owners of English Country Manor II Condominium (hereinafter referred to as the "Council").

WHEREAS the Declaration and By-Laws of English Country Manor Condominium where recorded among the Land Records of Harford County, Maryland in Liber 2025, Foliogi 050 382 394, creating English Country Manor II Condominium;

2.89 89.89 22.89

22:36 PM

Whereas, the Council on November 5, 1996, by the requisite vote of the Unit Owners resolved to and did amend the By-Laws of Condominium;

Rest 1920 Rept 1 CSH FR 81k 1

NOW, THEREFORE, WITNESSETH, that the aforementioned By-Laws be in they are hereby amended to provide as follows:

(1) That Article II, Section 4 is amended by deletion of the first sentence, and the following provision is enacted in lieu thereof:

The Council shall hold each year, an annual meeting of the Unit Owners for the election of Directors and the transaction of any business within the powers of the Condominium, at 7:00 PM on the first Tuesday in March in each year, if not a legal holiday, and if a legal holiday, then on the first day following which is not a Sunday or legal holiday.

(2) That Article II, Section 11 is amended by deletion of first (2) sentences and the following provision is enacted in lieu thereof:

In all meetings of the Council, every Unit Owner shall have the right to vote. If more than one person is the owner of a Unit, or if a corporation is the owner of a Unit, the vote for each Unit shall be exercised as those persons themselves determine and shall advise the Secretary prior to the meeting. In the absence of such advise, the Unit's vote will be suspended in the event more than one person seeks to exercise it. In no event shall more than one vote be cast per Unit. All elections to the Board shall be by written ballot, and candidates receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted. Each Unit Owner(s) may cast one vote for each of the directors to be elected.

(3) That Article III, Section (3) is amended by deletion of its second sentence, and the following provision enacted in lieu thereof:

At the samual meeting of the Council to be held in March, 1997, the Unit Owners shall elect seven (7) directors. The term of office shall be two (2) years for the four (4) elected directors receiving the highest cumulative number of votes and the remaining three (3) elected directors shall be elected for a one (1) year term. At each annual meeting thereafter, beginning in 1998, the term of office for all directors shall be two (2) years.

DEC-S2-1896 II:S2 ERON SISKIND BUCH GERM BOSER INTERIOR

14102787652 F.83

· ·

(4) That Article III, Section 7 is amended by deletion of its first sentence, and the following provision is enacted in lieu thereof:

At all meetings of the Board of Directors, fifty percent (50%) of the entire Board of Directors, but in no case less than four (4) directors, shall constitute a quorum for the transaction of business.

(5) That Article IV, Section 1 is amended by deletion by its first sentence, and the following provision is enacted in lieu thereof:

The Board of Directors shall choose a President from among the Directors who has served a minimum of one (1) year on the preceding Board, and a Secretary and Treasurer who need not be directors.

(6) That Article VII, Section 2 is amended by deletion of its first and second sentences, and the following provision is enacted in lieu thereof:

If any Unit Owner shall lease his/her Unit, such lease shall be in writing, shall be first be submitted to the Board of Directors for its approval, shall be for a term of not less than one (1) year, must clearly identify the full names of all tenants/occupants and must comply with the limitation on number of occupants described in Section 3 of this Article, as amended. The Board of Directors shall approve or disapprove any lease based on failure to comply with the limitation on number of occupants and/or on the basis whether such lease contains covenants obligating the Unit Owner's tenant to observe all rules and regulations of the Board of Directors and all restrictions and conditions imposed by the Declaration, By-Laws, Rules and Regulations enforced at the time of signing said lease.

(7) Article VII, Section 3 is amended by deletion of its second sentence and the following provision is enacted in lieu thereof:

No such restriction shall be based upon age, race, religion, family composition, sex or place of national origin; however, the number of occupants per Unit is limited as follows: owners of (1) one bedroom Units with a den or sun toom are permitted no more than 3 occupants; (2) two bedroom Units shall have no more than 4 occupants. Enclosure of a screened porch shall not permit the right to increase the number of additional occupants for the tenant or owner. Unit Owners exceeding the prescribed limitation on number of occupants at the time of enactment of this Amendment will be permitted to continue the present occupancy of the Unit. However, upon sale or lease of the Unit by a Unit Owner presently exceeding the limitation on number of occupants, this Section must be complied by the new tenant(s) or Unit Owner.

IN WITNESSETH WHEREOF, the Secretary of the Board of Directors of the Council of Unit Owners certified that he/she is the officer designated in the aforementioned By-Laws to count

2

LIBER2 480 FOLICO 810

DEC-S3-1889 11:52 EBOW SIZKIND BUSCH GBBDARGDZEN 10

the votes at a meeting of the Council and that the foregoing By-Law Amendment was approved by unit owners having the required percentage of votes of the Council.	
WITNESS:	COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR II CONDOMINIUM

AS WITNESSETH, I have hereunto set my hand and Notarial Seal.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 4/1/00

BY: Libert Mich SECRETARY

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

BRUCE D. BROWN

RETURN TO:

BRUCE D. BROWN, ESQUIRE Siskind, Grady, Rosen & Hoover, P.A. 2 E. Fayette Street Baltimore, Maryland 21202

Zna Winskowski PRESIDENT

00860.01/amend.eng

3

UHER2 480 FOLDO 811

AMENDMENT TO BY-LAWS OF

ENGLISH COUNTRY MANOR II CONDOMINIUM

CONDOMINIUM, made this Thursday day of January 9, 20023 by the Council of Unit Owners of English Country Manor II Condominium, hereinafter referred to as "Council".

WHEREAS, the Declaration and By-Laws of English Country Manor II Condominium were recorded among the Land Records of Harford County, Manor II Condominium; and

WHEREAS, the Council on the gth day of January, 2003, by the requisite vote of the Unit Owners resolved to and did amend the By-Laws

NOW, THEREFORE, WITNESSETH:

That the aforementioned By-Laws be and they hereby are amended, by adding the following and renumbering former Sections 2, 3, and 4 as new Sections 3, 4, and 5:

Article IX Section 2

- (A) (i) The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.
- (ii) A property insurance deductible is not a cost of repair or replacement in excess of insurance proceeds.
- (B) If the cause of any damage to or destruction of any portion of the condominium originates from the Common Elements, the common expense.
- (C)(i) If the cause of any damage to or destruction of any portion of the condominium originates from a unit, the council expense.
- (ii) These Bylaws specifically provide that the owner of the unit where the cause of the damage or destruction originated is responsible for the council of unit owners property insurance deductible; however, the unit owners responsibility may not exceed \$1,000.
- (iii) The council of unit owners property insurance deductible amount exceeding the \$1,000 responsibility of the unit owner is a common expense.
- (D) In the same manner as provided under ' 11-110 of the Act, the council of unit owners may make an annual assessment

against the unit owner responsible under subparagraph (C) of this Section.

IN WITNESS WHEREOF, the Secretary of the Board of Directors of English Country Manor II Condominium, the unincorporated Council of Unit Owners of English Country Manor II Condominium, certified that he/she is the Officer designated in the aforementioned By-Laws to count the votes at a meeting of the Council of Unit Owners and that the foregoing By-Laws Amendment was approved by unit owners having the required percentage of the votes of the Council of Unit Owners.

WITNESS:

STATE OF MARYLAND) to wit) County of HARFORD)

9th day of January, 2003. I HEREBY CERTIFY, that on this personally appeared R. Whyne White , who acknowledged that he/she is the Secretary of the Board of Directors of English Country Maror I Condominium and that he/she, as Secretary, being authorized so to do, executed the foregoing instrument herein contained by signing for the Condominium by himself/nersolf as Secretary.

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

[NOTARY SEAL]

y Commission Expires: 5-06 Samound.

> I Rereby Cortify that this instrument was prepared by or under the supervision of a Maryland attorney.

> > chael H. Mannes, Esq.

MAIL TO:

Michael H. Mannes

Michael H. Mannes, P.A. 108 Water Street - Suite 200

Baltimore, Maryland 21202-1001

IN FO SIRE \$ RECORDING FEE	
TOTAL	40.06
Rest Habs	Rort # 35474
JJR JK	Blk # 3919
May 22, 2887	10142 am

THIRD AMENDMENT TO BY-LAWS

OF

ENGLISH COUNTRY MANOR II CONDOMINIUM

This Third Amendment to the By-Laws of ENGLISH COUNTRY MANOR II CONDOMINIUM, having its principal office at 2741-C Fallston Road, Fallston, Maryland 21047, is made by the Council of Unit Owners of English Country Manor II Condominium, an unincorporated association (the "Condominium"), on this 6 day of May, 2007.

20-

WITNESSETH:

Pursuant to the By Laws of English Country Manor II Condominium, an unincorporated association, dated October 21, 1993, and recorded among the Land Records for Harford County, Maryland, in Liber No. 2025, page 1082, and as amended by Amendment to By Laws dated December 27, 1996, recorded in Liber No. 2480, page 809, and as amended by Amendment to By-Laws dated January 9, 2003 and recorded in Liber No. 4364, page 752 (collectively, the "By Laws"), and in accordance with the provisions of Article XI thereof, with the affirmative vote of Unit Owners representing seventy-five percent (75%) of the total votes of the Condominium, at a Special Meeting of the Unit Owners held on May 16, 2007 for such purpose, and notice thereof duly given, Article VII, Section 2 of the By Laws is hereby amended to instead and to now provide as follows:

ARTICLE VII. USE RESTRICTIONS.

Section 2. Leases.

- A. (1) At no time shall there be more than Twenty-two (22) units in the condominium that are Rental Units, as defined in sub-paragraph (2) below.
- (2) For purposes of this Article, a "Rental Unit" shall be defined as follows: A condominium unit that is occupied by someone other than the Unit Owner of record and/or their immediate family members, as their principal residence, whether or not there is an agreement for monetary consideration or payment of rent.
- (e.g., parent(s) or child(ren), spouses of parents, spouses of children, and grandchildren), whether or not there is an agreement for monetary consideration or payment of rent, and provided all occupants of the Unit are at all times only members of the Unit Owner's immediate family, such lease shall not be subject to the limitations of this Section 2, nor shall such lease or occupancy constitute a violation of this Article.
- If any Unit Owner shall lease a Rental Unit, such lease shall be in writing, shall be B. first submitted to the Board of Directors for its prior approval, shall be for a term of not less than one (1) year, must clearly identify the full names of all tenants and occupants in the Rental Unit, and must comply with the limitation on number of occupants described in Section 3 of this Article, as amended. All Unit Owners, and all leases and all tenants or occupants of all units shall be subject to the terms, covenants and conditions of the Declaration, these By Laws, and any other Rules promulgated by the Condominium (collectively, the "Condominium Documents"). The Board of Directors shall approve or disapprove a lease of a Rental Unit based on failure to comply with the limitations on number or relationship of occupants and/or on the basis whether such lease contains covenants obligating the Unit Owner's tenant and all occupants to observe all restrictions and conditions imposed by the Condominium Documents. Any breach or violation of any provision of the Condominium Documents by any tenant or occupant shall constitute a default of the lease. The Unit Owner, and any tenant in default, jointly and severally, shall be directly liable to, and subject to enforcement actions by the Condominium for any violation by any tenant or occupant of any provisions in any of the Condominium Documents. The lease shall recite that copies of the Condominium Documents have been received by the tenant.
- C. The lease shall recite that copies of the Condominium Documents have been received by the tenant, and if not, or if a Unit Owner fails to provide these documents to the tenant, the Board of Directors may do so, billing the reasonable cost of same to the Unit Owner. The Board of Directors shall have no right to disapprove a lease except as above provided. If the Unit Owner fails to comply with this Section, such failure to comply shall be a violation of these By-Laws and enforceable at law or in equity by the Board of Directors.

- D. Prior to a Unit Owner entering into a lease for a Rental Unit, a written request must be made to the Board of Directors, or to the management company of the condominium, inquiring as to the status of the numbers of Rental Units in the Condominium under lease at that time, and the availability of rental of that Unit. The Board, or its management company, will respond in writing within thirty (30) days upon receipt of such inquiry. If at the time of the Unit Owner's inquiry and reply, there are then the maximum number of Twenty-two (22) Rental Units under lease, the Unit Owner shall not be permitted to lease or rent the unit, and will be placed on a waiting list, on a "first come first served" basis.
- Any unit that is currently leased at the time of the enactment of this Section, and any E. unit that will hereafter be leased with prior approval, will have ninety (90) days from the date on which their tenant vacates the premises to secure another lease. If after ninety (90) days a new lease is not submitted to the Board or its management company for approval, or if a submitted lease has not been approved, the right of that Unit Owner to re-lease the subject Rental Unit will have expired, and the right to re-lease the subject Rental Unit shall be prohibited, except as provided in this Article, and that Unit Owner will be moved to the bottom of the waiting list. The Unit Owner first listed on the waiting list will be advised in writing that they may proceed to offer their unit for lease as a Rental Unit. That Unit Owner will have ninety (90) days from the date of such notice in which to secure a written lease and submit the lease for prior approval. If after ninety (90) days a lease is not submitted, or has not been approved, that Unit Owner's right to lease the Unit will have expired, and that Unit Owner will be moved to the bottom of the waiting list, and the next Unit Owner on the waiting list will be advised in writing that they may proceed, and so forth. Once a ninety (90) day period has expired without a tenant occupying a Rental Unit under an approved lease, or if a lease has not been approved, that Unit Owner will be moved to the bottom of the waiting list. Notwithstanding the aforegoing, if a Unit Owner is unable to secure an approved lease and tenant within the ninety (90) day period mentioned, despite diligent, good faith and commercially reasonable efforts, the Unit Owner may file with the Board, or its property manager a written request for an extension of time. The written request must be received by the Board or its property manager prior to the expiration of the ninety (90) day period. The written request must describe the efforts made to secure a tenant, why the additional time is needed, what further or additional efforts are intended to be undertaken, what additional time period is requested, and may provide any reasons for the prior failure to secure one. The Board may grant an extension of time, which shall not exceed an additional ninety (90) days from the expiration of the initial ninety (90) day period.
- F. Provided that the maximum number of permitted Rental Units has not been met, the Unit Owner of a unit being leased in violation of any provision in this Article will have thirty (30) days from the date of notification of violation by the Board, or its management company, to submit a lease conforming to the requirements in this Section 2, and if the Unit Owner fails to do so, that Unit Owner will be subject to a fine of \$30.00 per day, which shall be a personal obligation of the Unit Owner in default, and which shall also be collected in the same manner as assessments. The Condominium will pursue all legal and/or equitable remedies in accordance with the Declaration and these By Laws, and the Unit Owner shall be liable to the condominium for all costs and

expenses of enforcement and/or collection, including all court costs and the Condominium's attorney's fees incurred.

- G. In the event that the maximum number of permitted Rental Units has been met and a Unit is thereafter leased in violation of this Article, the offending Unit Owner will have thirty (30) days from the date of notification by the management company to terminate the lease and cease rental of the Rental Unit and have the tenants/occupants removed from the Unit. If the Unit Owner fails to comply with such request, that Unit Owner will be subject to a fine of \$30.00 per day, which shall be a personal obligation of the Unit Owner in default, and which shall also be collected in the same manner as assessments, and the Condominium will proceed with all legal and equitable remedies for the enforcement of this Section and the Condominium Documents, including the right to file an action against the tenant for holding over, and for the eviction of the tenant from the leased Unit. In such event the Unit Owner in default shall be liable to the Condominium for all costs and expenses of enforcement, including all court costs, and all of the Condominium's attorney's fees incurred.
- H. Upon any breach or violation by any tenant or occupant of any unit of any provisions of the Condominium Documents, the Condominium, after written notice to the Unit Owner and to the tenant of such violation, and the failure of the Unit Owner or the tenant to correct the same within fourteen (14) days after such notice, or within any extension granted by the Condominium, provided a written request for extension is made within the same fourteen (14) day period, the lease shall be deemed terminated, and the Condominium shall be entitled to exercise the default remedies of any Unit Owner, as the landlord under any such lease, or under law, and shall be entitled to file action against the tenant, for breach of lease, and for the eviction of the tenant from the unit, or under any other cause of action, and the Unit Owner and the tenant shall be jointly and severally liable to the Condominium for all costs and expenses incurred, including court costs and the Condominium's attorney's fees.
- I. Notwithstanding the foregoing provisions of this Section 2, upon the written request made to the Condominium by a resident Unit Owner who (1) has listed the Unit for sale and has vacated or will vacate the Unit prior to settlement on the sale of the unit, or (2) has been or will be transferred by his employer or is moving as a result of his employment, and has vacated or will vacate the Unit, or (3) has been or will be hospitalized or institutionalized for an indefinite term, or (4) for other good cause shown, the Condominium may grant the Unit Owner a period of up to six (6) months to lease the Unit in anticipation of a sale or other transfer of the Unit. If the Unit is not sold or transferred within the time granted by the Condominium, then the Unit shall then immediately be considered a Rental Unit, and must be vacated by any tenant or other occupants, and all other provisions of this Section 2 shall immediately apply.
- J. Any damage caused to the general common elements or to the limited common elements as a result of a tenant or other occupants moving in and/or out of a Rental Unit or any other unit shall be the liability of the Unit Owner, and shall be repaired by the Association, at the cost and expense of the Unit Owner, who shall promptly reimburse the Condominium for such,

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I HEREBY CERTIEV that 1/ 4-	
Notary Public of May	_, 2007, before me
tubic, of the State of	
JOHN & MESUS	rsonally appeared
will acknowledged him h	If to be it a
of THE COUNCIL OF UNIT OWNERS	n to be the President
of THE COUNCIL OF UNIT OWNERS OF ENGLISH COUN	TRY MANOR II
an unincorporated association of the State of Maniles	, ,
CONDOMINIUM, an unincorporated association of the State of Marylan satisfactorily proven) to be the	d, known to me (or
proven) to be the person whose name is subscribed to the form	roima :
acknowledged that he/she executed the same for the purposes therein contained of the Condominium by him.	o — amont and
of the Condensity of the purposes therein contained	by signing the name
of the Condominium by him/herself as President	
WITNESS my hand and Notarial Seal.	JAMES
- A fa [8]	EG B

My Commission Expires: 8-1-2109

This is to certify that the foregoing Amendment to the By Laws of the English Country Manor II Condominium was prepared by the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Lames B. Larrimore, Attorney

AFTER RECORDING, RETURN TO:

James B. Larrimore, Esq. SERIO & HIGDON, P.A. 1300 York Road, Suite 110 Lutherville, Maryland 21093 410-828-1946

English Country Manor II

Rules and Regulations



IMPORTANT NUMBERS

Medical and Fire Emergency	911
Bel Air Police Non-Emergency	410-638-4500
BGE Emergency	877-778-2222
Harford County Animal Control	410-638-3505 410-638-3120
Elderly & Handicapped Bus	410-612-1620
Town Go-Round	410-612-1621



December 1, 2015

ENGLISH COUNTRY MANOR II

MEMORANDUM

To: All Unit Owners

From: English Country Manor II

Board of Directors

Subject: Rules and Regulations

Date: December 1, 2015

Please replace all previous versions and updates of the Rules and Regulations with this booklet as approved by the Board of Directors at their regularly scheduled meeting on October 21, 2015.

All previous changes to the Rules and Regulations have been consolidated into this document for ease of use. An advance copy was mailed to all owners for review prior to the meeting with notice that input was invited both before and during the meeting.

Please keep this information with your official condo documents.

I. GENERAL RULES

- 1. The sidewalks, paths, driveways, and other areas for ingress and egress to parking spaces, Units, and/or Common Elements shall not be obstructed or used for any purpose other than for ingress and egress from the parking spaces, Units, and/or Common Elements.
- 2. Unless specific portions of the Common Element are designated by the Board of Directors (Board) for such purpose, no portion of the Common Element shall be used for the storage or placement of furniture or any other article, including but not limited to, boxes, shopping carts, and the like.
- 3. No Unit Owner or occupant shall make or permit to be made any disturbing noise on the Common Elements or in any Unit by themselves, family, friends, tenants, employees, servants, or invitees; nor interfere with the rights, comfort, and convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play or allow to be played musical instruments, radio, TV, VCR, hi-fi, tape recorder, loud speaker, or the like if the same shall unreasonably disturb or annoy any other Unit Owner or occupant.
- 4. Unit Owners and occupants shall not be allowed to put their names in any entry or passageway, or other General Common Element except in the place designated for the same by the Board, or on the mailbox provided for the use of the Unit occupied by them. No hall shall be decorated or furnished by any Unit Owner or occupant that will obstruct access to units or in any manner which causes offense to other Unit Owners.
- 5. No rugs shall be beaten on the Common Elements, nor dust, rubbish, or litter be swept from the Unit onto any of the Common Elements. Unit Owners and occupants must deposit all rubbish or litter in the designated areas and receptacles provided for such purposes. Use of power washing equipment is prohibited on upper level units.
- 6. The outside closets shall not be used for any purpose other than that for which they were constructed. No Unit Owner is allowed to place anything in any common area closets without permission from the Board. No sweepings, rubbish, rags, newspapers, ashes or other substances shall be placed into the same. Any damage to the property of others, including the Common Elements, resulting from the misuse or neglect of such facilities, shall be paid for by the Owner of the Unit who caused the damage.

- 7. The repair of all damage to the Common Elements and the property of the Council of Unit Owners resulting from the moving and/or carrying of furniture and/or other articles therein, shall be paid for by the Unit Owner or the person responsible for said damage.
- 8. Nothing shall be thrown or emptied out of the windows, decks, balconies, patios, or doors of any Unit, or thrown from or emptied on the Common Elements, nor shall anything be hung from the outside of windows, balconies, or patios or placed outside of window sills of any Unit. Nothing shall be placed on the railings of upper level open balconies. Hanging of a wreath, seasonal decoration/flag or patriotic decoration/flag on a Unit door or deck is permitted.
- 9. No colored lights or light bulbs are to be displayed in any windows, on rear decks, on front or rear porches, or outside front door entrances, except during holiday seasons, in order to maintain consistency at all times.
- 10. No awning or windows guards shall be used and only window treatments with a white backing are permitted. No signs of any kind shall be placed on windows or the doors or other exterior surfaces or on patios, decks, or balconies, or on Common Elements.
- 11. The Unit Owners and/or occupants of the Units shall in general not act in a manner which unreasonably interferes with the rights, comfort, and convenience of the other Unit Owners or occupants. Household appliances such as washers, dryers, and vacuum cleaners shall not be operated between the hours of 11:00 pm and 8:00 am.
- 12. Unit Owners will observe the procedures established from time to time by the Board with respect to the disposal of garbage, rubbish, or refuse. Bulk trash items must be placed in the bulk trash depository on Chaucer Lane. The dumpsters and the bulk trash area are for use by residents only; contractors must haul away and dispose of refuse and construction materials.
- 13. No Unit Owner or any of their agents, servants, employees, licensees, or visitors shall at any time place into or keep in his or her furnace or outside storage rooms any flammable, volatile, combustible, or explosive fluid, material, chemicals or substances, even when for household use. In the interest of safety, nothing should be stored in the furnace room. It is not for storage.

- 14. No radio, TV antenna, or connection shall be installed or shall extend on the exterior of the Units. A satellite dish is allowed on decks and inside screened porches.
- 15. No Unit Owner or other occupant shall send any employee of the Property Management Company inside or outside of the property on any private business during the employee's scheduled hours. Note: Unit Owners are allowed to hire the maintenance person to do work for them outside of his regular scheduled hours.
- 16. No waterbeds, water furniture or hot tubs shall be allowed in the Units.
- 17. No part of the general or limited Common Elements shall be used for commercial activities of any kind, unless approved by the Board. This includes the operation of day-care centers or facilities, or private business from a garage, which is a limited Common Element.
- 18. No Unit shall be used as a temporary housing facility such as a motel, timesharing, transient housing facility, or as a day-care facility or for commercial activities of any kind.
- 19. No smoking is allowed in hallways of buildings.
- 20. Unit Owners who rent their Unit(s) must have their tenant(s) read and sign a copy of the Rules and Regulations. A copy of the signed Rules and Regulations must be submitted to the Board of Directors with the lease. The tenant(s) must be given a copy of the Rules and Regulations with their lease. Unit Owners must be in accordance with the Bylaws, Article VII, Section 2.

II. CLOCKTOWER PARK

The Clocktower Park represents a sizeable investment by the ECM II Condominium. Its main purpose is to provide a place where friends meet to socialize or to take in its beauty and serenity. The pond is a 40,000 gallon pond that is two feet deep. The pond has a liner to hold the water. This liner is a single sheet of thin vinyl which can be easily punctured by objects thrown into the pond, such as rocks or chairs and is very expensive to repair or replace.

- 1. No person shall at any time, for any reason, enter the pond at the Clocktower Park, except by the express permission from the Board for maintenance purposes.
- 2. No person shall at any time, for any reason, throw anything into the pond at the Clocktower Park.
- 3. No person shall at any time, for any reason, walk or sit on the bluestones which edge the pond or place their feet or hands into the water.
- 4. No person shall at any time, for any reason, tamper with any electrical or mechanical device at the Clocktower Park, except by express permission from the Board for maintenance purposes.
- 5. No person shall perform any act tending to alter, deface, damage, or destroy the structure or landscaping at the Clocktower Park. This includes tables, umbrellas, chairs, flower beds, shrubbery, trees, water lilies, and bog plants.
- 6. No animal shall be allowed to swim in the pond.
- 7. Any expense incurred for repair due to violation of the Rules and Regulations by a Unit Owner or his/her guest will be the responsibility of that Unit Owner.
- 8. General use of the Clocktower Park shall extend to Unit Owners in good standing and their guests. For purpose of these general rules, anyone occupying a Unit other than the Owner shall be considered a guest of the Owner.
- 9. Unit Owners are responsible for their guests conduct. This includes the proper conduct of children while at the Park.
- 10. No loud or unusual noise, musical instruments, amplifiers, etc. that may disrupt others using the Park are allowed.

- 11. Unit Owners and guests are requested to keep facility clean. All refuse must be removed by the user.
- 12. No barbeque or other open fire is permitted at the Clocktower Park unless using the gas grill provided by the Board of Directors.
- 13. Requests for any "special activity" must be submitted in writing to and approved by the Board prior to use. Requests for any "special activity" must be made by a Unit Owner. Requests by guests or on behalf of guests will not be considered.
- 14. The deposit required for the Clocktower Park is determined by the Board of Directors on an annual basis. Unit Owners are responsible for cleanup immediately after the event. Unit Owners who request use of the Clocktower Park for a special activity must sign a written contract before using the facility.

III. MANOR HOUSE

The Manor House is shared by ECM I and ECM II Unit Owners. ECM I has a Manor House Committee, and has published their own set of rules which we generally follow here, except for several differences that apply to ECM II Unit Owners when a request for "special activities" has been made.

- 1. General use of the Manor House shall extend to ECM II Unit Owners in good standing and their guests. For the purpose of these rules, anyone occupying a Unit other than the Owner shall be considered a guest of the Owner.
- 2. ECM II Unit Owners are responsible for the actions and conduct of their guests and for any damage that occurs. Should a disturbance, misconduct, or other major problem occur which goes beyond control of the ECM II Unit Owner, the Unit Owner will contact the ECM I Property Management Company. Appropriate action will be taken to resolve the problem.
- 3. It is the responsibility of the Unit Owner to report any property damage to the ECM I Management Company within the same day.
- 4. When an ECM II Unit Owner desires to rent one or more area of the Manor House, they should contact the designated ECM I representative and follow established rental rules and rates.
- 5. No pets are allowed in the Manor House.
- 6. No smoking is permitted in any common areas of the Manor House., which includes the great room, media room, kitchen, bathrooms, exercise room, and hallways, per ECM I.
- 7. Excessively loud music or noise that would disturb Manor House Unit Owners is prohibited. No bands are permitted, and no music amplifiers are permitted without approval of ECM I.
- 8. When using the exercise room, ECM II Unit Owners shall comply with all posted rules.

IV. PETS

- 1. No dogs, cats, birds, reptiles, or other animals shall be permitted, kept, or harbored in the building, except as permitted in the By-Laws. In no event shall any dog, cat, bird, reptile, or other animal be permitted on any of the Common Elements of the building unless carried or on a leash. Notwithstanding the forgoing, any Unit Owner who is handicapped shall be permitted to maintain a service animal within his or her Unit and in any other Common Elements of the building and surround facilities.
- 2. This shall not prohibit the keeping of caged birds, dogs or cats, provided that they are not kept, bred, or maintained for commercial purposes, and provided that their keeping will not constitute such type of noxious or offensive activity as covered in Section 6(a) of Article VII in the By-Laws. Dogs may only be exercised in the areas designated by the Board. No animal shall be "tied up" outside of any Unit or on any Common Element or allowed to be unattended.
- 3. Any person walking or exercising a dog must carry and use such equipment that may be necessary to clean up any and all mess created by the animal(s). All dogs must be exercised on a standard leash and may not be allowed to relieve themselves on sidewalks, pavements, or streets. Pet owners are to do all that is possible to see that their pets do not relieve themselves on plants, flowers, shrubbery, trees, or courtyard areas.
- 4. Pets are not allowed to "run free" at any time. Pet owners are not to allow their pets to cause a nuisance by creating excessive noise (barking or otherwise) inside, outside, or on porches or solariums of any Unit.
- 5. Unit Owners with dogs or cats owe a special consideration to their neighbors and should practice due diligence to their neighbors' sensitivities.

V. PLANTS / SHRUBS / BUSHES / TREES

- 1. Unit Owners may place furniture and potted plants on patios, balconies and decks which are part of their Unit.
- 2. The planting of flowers, shrubs, bushes or trees in any of the Common Areas requires approval by the ECM II Board. Requests for plantings should be in writing and submitted to the Landscape Committee for approval because of in-ground cabling systems, etc. This is for your safety. Landscaping provided by Unit Owners around their own decks is permitted as long as it does not encroach on the outdoor space of their neighbors.
- 3. If a majority of the Unit Owners in a building agrees, hanging baskets or flowers may be hung on a trellis. This cost of these handing baskets and other flower planting permitted beyond those planted by the Association landscaper will be borne by those Unit Owners desiring flowers. No more than three (3) baskets shall be hung on a trellis.
- 4. Under no circumstances will the Association landscaper be directed by a Unit Owner or group of Unit Owners.

VI. VEHICLES AND PARKING

- The speed limit while on English Country Manor property is 15 MPH. There
 are no exceptions to this rule. All traffic signs are to be observed throughout
 the condominium complex at all times. One-way directions around the circle
 in front of the Manor House and on the Churchhill Road loop are there for
 safety and must be obeyed.
- 2. Unit Owners, their employees, vendors, agents, visitors, licensees, and guests shall obey the parking rules posted at the parking areas and other traffic rules promulgated in the future for the safety, comfort, and convenience of the Unit Owners. Double parking shall not be permitted, except in case of an emergency.
- Parking spaces will be reserved for the handicapped pursuant to applicable law. Handicapped spaces will be properly marked by handicapped signs and will contain the handicap symbol.
- 4. Double parking, parking in front of garages, parking parallel to curbs and parking in front of dumpsters is prohibited.
- 5. Unit Owners shall not cause or permit the blowing of any horn from any vehicle in which their guests, family, tenants, invitees, or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the condominium, except as may be necessary for the safe operation of such vehicle. No vehicle belonging to a Unit Owner or other person shall be parked in any such manner as to impede or prevent ready access to any entrance or exit from the building by any other vehicle. Automobiles shall not be washed except in designated areas.
- 6. No junk vehicle, improperly licensed or any other vehicle on which current license plates are not displayed, trailers, commercial trucks/cars, motor homes, mobile homes, or boats shall be parked upon any Common Elements. All vehicles shall be properly licensed and insured. For purposes of this rule, commercial vehicles include those which carry ladders, logos, visible commercial grade tools, and/or construction materials and which are not larger than a van or pickup truck. Those may be parked in spaces designated by the Board for that purpose. Anything larger than a pickup truck or van shall not be parked on ECM II property outside of normal business hours.

- 7. Vehicles shall not be parked on the access roadway maintained for Harford County use between 304/306 and 300/302 Canterbury Road.
- 8. Repair or extraordinary maintenance of automobiles or other vehicles is not permitted upon any Common Elements.
- 9. Parking at the immediate front of each building is unassigned for Unit Owner parking, on a first-come first-serve basis. Also, Unit Owners with more than one (1) non-handicapped vehicle must park the additional vehicles(s) away from the front of the buildings in consideration of neighbors. Unit Owners shall notify their guests to park at other locations in consideration of their neighbors.
- 10. Parking spaces at the immediate front of each building are head-in parking only. No back-in parking.

VII. INFRACTION OF RULES/HEARINGS

Section 11-113 of the Annotated Code of Maryland provides a dispute settlement mechanism for the alleged violation of a rule set forth within these Rules and Regulations. The procedures that will be followed by the Board are given below for your information. The REC (Rules Enforcement Committee) consists of the Board as a whole.

- 1. Upon notice of a rule infraction of the Declaration, By-Laws or Rules, the Property Manager will notify the resident in writing that they are in violation of a rule. The REC (Rules Enforcement Committee) will be copied on all letters. The Board of Directors will permit the resident ten (10) days to abate the violation. The REC will monitor the violation to see if the violation is abated within ten (10) days.
- If the resident fails to abate the violation within ten (10) days, the REC will
 direct the Property Manager to notify the resident by certified mail of a
 scheduled hearing where it will be determined if fines or sanctions should be
 imposed. The Property Management Company will assess the fines and
 sanctions as adopted by the Board.
- 3. A hearing shall be held by the Board in Executive Session, pursuant to the hearing notice given and shall afford the alleged violator a reasonable opportunity to be heard. The alleged violator has the right to present evidence and to present and cross-examine witnesses. Prior to any sanction becoming effective, proof of notice and the invitation to be heard as described above shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Director or Officers who delivered the notice. This proof of notice requirement shall be deemed satisfied if the alleged violator appears at the hearing meeting. The minutes of the hearing meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- 4. Any sanction imposed will be determined by a majority vote of the Board in Executive Session.
- 5. A decision by the Board to impose a sanction pursuant to this procedure may be appealed to the Courts of the State of Maryland.

ENGLISH COUNTRY MANOR CONDOMINIUM BOARD OF DIRECTORS

Administrative Resolution No. 18-01
Furnace and Air Conditioner Maintenance and Inspection Resolution

WHEREAS Article III, Section 1, of the By-Laws of English Country Manor Condominium II, (ECM II) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article III, Section 1, of the By-Laws of English Country Manor Condominium II, (ECM II) grants the Board of Directors hereinafter referred to as the Board, the authority to regulate the maintenance of the common areas; and

WHEREAS Section 11-108.1 of the Maryland Condominium Act (Md. Real Property Code Ann., Title 11) states each unit owner is responsible for maintenance, repair, and replacement of his/her unit.

WHEREAS Liber No. 2015, folio 1051, et seq., and as thereafter amended ("Declaration"):

Section 3.2.4: A Unit consists of:

(c): "All of the equipment for the heating and air conditioning unit located within the 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."

Section 3.3.2 This Condominium has the following Limited Common Elements:

(2): "All the equipment, machinery and concrete pads located in Common Elements adjacent to or contiguous to each Unit which serves or functions for the benefit of that Unit exclusively."

WHEREAS Article VI, Section 9 provides:

- (a) Every Unit Owner shall perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Common Elements, or any other Unit, such owner being expressly responsible for the damages and liabilities his failure to do so may engender.
- (d) Every Unit Owner shall be responsible for maintenance, repair and replacement of the improvements, machinery and equipment appurtenant to his Unit which are designated Limited Common Elements in the Declaration and Article VII, Section 5 of these By-Laws. No such maintenance, repair or replacement costs shall be considered Common Expenses, as that term is defined in the Declaration.

WHEREAS Article VI, Section 12 of the By-laws provides as follows:

The Council and the Management Agent, if any, and their agents and employees, shall have an irrevocable right and easement to enter Units to make repairs to that Unit, at the cost of the Unit Owner of that Unit, when repairs reasonable appear to be necessary for public safety, to prevent damage to property other than that Unit or to prevent a state of disrepair from destroying the visual unit of the Condominium, and to restore any part of the Condominium. Such entry to a Unit shall only be made after twenty-four (24) hours' notice given to the Unit Owner, except in the event of an emergency in which event entry may be made without prior notice, whether or not the Unit Owner is present at the time of such entry.

NOW, THEREFORE, BE IT RESOLVED THAT:

All units must have their furnace and air conditioning systems inspected each year. The unit owner must provide an inspection certificate from a licensed HVAC professional proving that they have been inspected. If the unit owner does not provide either this proof, then the condominium can have the furnace and air conditioning systems inspected at the unit owners expense with an administrative fee added to the expense. The condominium is under no obligation to inspect the furnace and air conditioning systems, but has the right to do so to ensure the safety of the residents and minimize community expenses from potential water damage.

ATTEST:

4/20/2018

President's Signature

ENGLISH COUNTRY MANOR CONDOMINIUM BOARD OF DIRECTORS

Administrative Resolution No. 17-01
Fireplace/Chimney and Dryer Vent Maintenance and Inspection Resolution

WHEREAS Article III, Section 1, of the By-Laws of English Country Manor Condominium II, (ECM II) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article III, Section 1, of the By-Laws of English Country Manor Condominium II, (ECM II) grants the Board of Directors hereinafter referred to as the Board, the authority to regulate the maintenance of the common areas; and

WHEREAS Section 11-108.1 of the Maryland Condominium Act (Md. Real Property Code Ann., Title 11) states each unit owner is responsible for maintenance, repair, and replacement of his/her unit.

WHEREAS Liber No. 2015, folio 1051, et seq., and as thereafter amended ("Declaration"):

Section 3.2.4: A Unit consists of:

(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, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same within any common water or drain pipes serving such Unit as well as other Units."

(i): "All fireplaces including the flue stacks from each unit to the roof

WHEREAS Article VI, Section 9 provides:

- (a) Every Unit Owner shall perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Common Elements, or any other Unit, such owner being expressly responsible for the damages and liabilities his failure to do so may engender.
- (b) All repairs of internal installations of the Unit such as plumbing, wire, pipes or conduits for water, light power, telephones, doors, windows, lamps and all other accessories belong to the Unit areas shall be at the Unit Owner's expense.

WHEREAS Article VI, Section 12 of the By-laws provides as follows:

The Council and the Management Agent, if any, and their agents and employees, shall have an irrevocable right and easement to enter Units to make repairs to that Unit, at the cost of the Unit Owner of that Unit, when repairs reasonable appear to be necessary for public safety, to prevent damage to property other than that Unit or to prevent a state of disrepair from destroying the visual unit of the Condominium, and to restore any part of the Condominium. Such entry to a Unit shall only be made after

twenty-four (24) hours' notice given to the Unit Owner, except in the event of an emergency in which event entry may be made without prior notice, whether or not the Unit Owner is present at the time of such entry.

NOW, THEREFORE, BE IT RESOLVED THAT:

All units must have their fireplaces/chimneys inspected each year. The unit owner must provide an inspection certificate from a license chimney sweeper proving that it has been inspected and/or cleaned. If the unit owner does not provide either this proof or a signed statement certifying that the fireplace is not used, then the condominium can have the chimney cleaned at the unit owners expense with an administrative fee added to the expense. The condominium is under no obligation to clean the chimneys, but has the right to do so to ensure the safety of the residents.

All units must have their dryer vents cleaned every two years, whether they have been used or not. The unit owner must provide a certificate from a licensed contractor, proving that it has been cleaned. If the unit owner does not provide this proof, then the condominium can have the dryer vent cleaned at the unit owner's expense with an administrative fee added to the expense. The condominium is under no obligation to clean the dryer vents but has the right to do so to ensure the safety of the residents.

ATTEST:

9-19-2017

Date

President's Signature

ENGLISH COUNTRY MANOR II CONDOMINIUM

Rules and Regulations Effective on June 1, 2024

CHANGE #1

II. Clock Tower Park

12. No barbeque or other open fire is permitted at the Clocktower Park unless using the gas grill provided by the Board of Directors.

Change to:

12. No barbeque or gas grills, open fires or cooking of food are permitted in the Clocktower Park.

CHANGE #3

VI. Vehicles and Parking

10. Parking spaces at the immediate front of each building are head-in parking only. No back-in parking.

Change to:

10. Parking spaces at the immediate front of each building are head-in parking only. No back-in parking is permitted in these spaces, except for those 4 parking spaces located on Churchhill Road that will be designated by sign(s).

CHANGE #4

VI. Vehicles and Parking

9.(b) Each unit owner will be provided one white hang tag and one green hang tag. Handicap parking will also require a white hang tag for identification. Additional handicap (white tag) or vehicle (green tag) hangers may be requested from the management company for additional residential parking needs.

Note: Due to increasing numbers of resident vehicles, but with limited available parking spaces in the community, the following Rule change is proposed.

Change to:

- 9.(b) (1) Each unit shall be permitted only two (2) vehicles to be parked in the Condominium, except for units with vehicles lawfully identified as handicap. Each unit owner will be provided one white hang tag and one green hang tag. Hang tags will be issued only to those unit residents with vehicles with current registration and which are regularly used by resident. Handicap parking will also require a white hang tag for identification. Additional handicap (white tag) hangers may be requested from the management company for additional residential parking needs of the resident.
- (2) After June 1, 2024 only one (1) green hang tag will be issued to each unit. Any unit owner or resident already having more than 1 green hang tag on June 1, 2024 will not be affected by this provision, and may continue to have more than 1 vehicle with green hang tags.
- (3) After June 1, 2024 all previously issued "additional" green hang tags (that is, more than one per unit) will be voided when (A) the resident no longer regularly uses that vehicle, or (B) if the assigned vehicle is no longer regularly kept in the Condominium, or (C) if the resident who used the vehicle no longer resides in the Condominium, or (D) when the tag is no longer needed on an assigned vehicle.

CHANGE #5

VI. Vehicles and Parking

Note: Due to increasing numbers of resident vehicles, but with limited available parking spaces in the community, the following Rule change is proposed.

Add a new #11: 11. Vehicles shall not remain parked in the same parking space for more than 90 consecutive days. Any vehicle that remains parked in the same parking space for more than 90 consecutive days will have its registration and hang tag revoked, will be presumed to be abandoned, and the vehicle may be towed from the Condominium at the vehicle owner's cost and expense.

CHANGE #6

VII. Infraction of Rules/Hearings

Note: The current Rules in Article VII require that the Board hold a hearing on all violations. Amendments in 2022 to the Maryland Condominium Act, Section 11-113, have changed this to require a hearing only upon the request of the person to be in violation, and other changes. This Article is being amended to conform to Section 11-113.

- 1. The Board of Directors or the property manager shall give a written notice to the unit owner and the resident, if applicable, to cease and desist from an alleged violation of any Rule, or any provision of the By-Laws or the Declaration, which notice shall specify:
 - (a) The alleged violation;
 - (b) The action required to abate the violation; and
- (c) if the violation is a continuing violation, a time period of not less than 15 days by which the violation may be abated without further sanction; or
- (d) if the violation is not a continuing violation, that any further violation of the same rule may result in the imposition of sanction after notice and opportunity.
- 2. (a) If, within 12 months of the demand notice, the violation continues past the period allowed for abatement without penalty, or, if the same rule is violated again, the Board or the property manager shall provide to the unit owner at the unit owner's address of record, or to the unit owner's email address of record, and to the resident, if applicable, with a written notice of the right to request a hearing to be held by the Board in executive session.
 - (b) The notice shall contain:
 - (i) The nature of the alleged violation;
- (ii) notice that the request for a hearing must be in writing, and must be delivered to the property manager, by mail or by email, to the address provided in the notice;
 - (iii) notice that unit owner may produce at the hearing any statement, evidence, or witnesses on their behalf;
- (iv) notice that the written request for a hearing must be delivered to the property manager within 10 days from the giving of the notice; and
 - (v) The proposed sanction to be imposed or other requirements.
- 3. If a hearing is timely requested, the Board shall provide the unit owner, and resident if applicable, with written notice of the date, time and place of the hearing, which will be held not be less than 10 days after the date the request for a hearing was delivered.
- 4. The hearing shall be held in executive session of the Board and shall afford the unit owner and resident, if applicable, a reasonable opportunity to be heard. The unit owner, and resident, if applicable, has the right to present evidence and present and cross-examine witnesses.
- 5. Prior to the taking effect of any sanction hereunder, proof of notice shall be entered in the minutes of the meeting. The proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of providing the notice, is entered in the minutes by the officer or director who provided the notice. The notice requirement shall be deemed satisfied if the unit owner, or resident if applicable, appears at the hearing.
- 6. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction imposed, if any, or any other requirements imposed.

- 7. If no request for a hearing is delivered within the period of time specified in the notice, the Board, at its next meeting, shall deliberate as to whether the violation occurred and decide whether a sanction is appropriate for the violation, and if so, impose a sanction, or impose other requirements.
- 8. The unit owner is responsible for all acts and conduct of the residents and guests of their unit. The Board shall sanction the unit owner, or impose other requirements upon the unit owner, for any violation found to have been committed by any resident of the unit owner's unit, or their guests.
- 9. The decision of the Board shall be in writing, and a copy shall be delivered to the unit owner. A decision in accordance with these procedures shall be appealable to the courts of Maryland.
- 10. In addition to imposition of sanctions, if any unit owner or resident of their unit fails to comply with the declaration, the By-Laws, these Rules, or a decision of the Board as above provided, the unit owner may be sued for damages caused by the failure to comply, or for injunctive relief compelling the unit to comply, or both, by the council of unit owners or by any other unit owner. The prevailing party in any such proceeding is entitled to an award for counsel fees as determined by court.



English Country Manor II

Re. Clubhouse / Gym Access Information + Parking Passes

The seller is responsible for providing to the buyer all clubhouse access key cards at settlement. The buyer is responsible for notifying management of possession of fobs.

The seller is responsible for handing over 1 green hanging tag and 1white hanging tag to the buyer. The buyer is responsible for notifying management of possession of 2 hanging tags. Buyer must provide color, make, model, and license plate information of vehicles.

Contact Information:
Alicia Menefee
Alicia.menefee@fsresidential.com
443-371-9377

English Country Manor II

Operating Budget



English Country Manor II Condominium

2025 Approved Budget

2020 Approved budget	
	Approved
	2025
Income	
Dues	994,560.00
Garage Assessment	20,520.00
Dues Allocated to Reserve	-226,752.00
Total Association Dues	788,328.00
Insurance Claim Income	0.00
NSF Fee	0.00
Late Fee	1,000.00
Misc Income	0.00
Fines	1,000.00
Interest Income	3,000.00
Clubhouse Income	0.00
Parking Tag Income	0.00
Reimbursement to the Association	20,000.00
Cost Share Income	18,000.00
Total Operating Income	831,328.00
Expense	
Contracted Services	
Fire Prevention Systems & Protection	4,000.00
Landscaping & Grounds Contract	45,000.00
Snow & Ice Removal	30,000.00
Cleaning Services	22,276.00
Trash & Recycling	1,000.00
Pest Control	4,000.00
Internet	1,250.00
Total Contracted Services	107,526.00
Repairs & Maintenance	
Painting	2,500.00
Tree Maintenance	7,000.00
Pond Maintenance	8,000.00
Gutters/Downspouts	15,000.00
Self Insured Contingency	0.00
Plumbing Repairs & Maintenance	25,000.00
Electrical Repairs & Maintenance	15,000.00
Cost Share Billed to Others	18,000.00
Cost Share Billed by Others	87,264.00
Unit Repairs & Maintenance	20,000.00

General Repairs & Maintenance Roof Repairs & Maintenance Siding Repairs & Maintenance Garage Repairs & Maintenance Total Repairs & Maintenance	80,000.00 15,000.00 25,000.00 8,000.00 325,764.00
Utilities Gas & Electricity Water & Sewer Total Utilities	18,000.00 150,000.00 168,000.00
Professional Services Management Fee Legal Fees Audit & Tax Fees Total Professional Services	96,188.00 10,000.00 2,750.00 108,938.00
Staffing & Related Expenses Working Comp Insurance Total Staffing & Related Expenses	300.00 300.00
Administration Property & Liability Insurance Bank Fees Misc Expense Community Events Office Administrative Expenses Interest Expense - Operating Total Administrative	105,800.00 0.00 0.00 2,500.00 6,000.00 0.00 114,300.00
Tax Expense Income Tax Federal Income Tax State Total Tax Expense Total Operating Expense	5,000.00 1,500.00 6,500.00 831,328.00
Total Operating Income Total Operating Expense Net Operating Income	831,328.00 831,328.00 0.00
Other Income Reserve Dues Reserve Dues - Roads Reserve Dues - Retaining Walls	214,232.00 0.00 0.00

Reserve Dues - Roof	0.00
Reserve Dues - Clocktower	0.00
Reserve Dues - Garage	12,520.00
Reserve Dues - Interest Income	3,000.00
Reserve Realized Gain/Loss	0.00
<u>Total Other Income</u>	229,752.00
Other Expense	
Reserve Expense	
General Repairs/maintenance Reserve	0.00

Reserv	e'	Exp	ens	е

General Repairs/maintenance Reserve	0.00
Garage	0.00
Security	0.00
Roadway Repairs - Reserve	0.00
Chimney Repairs	0.00
Retaining Wall	0.00
Clocktower	0.00
Bank Fees - Reserve	0.00
Total Reserve Expense	0.00
Total Other Expense	0.00

Total Income	1,061,080.00
Total Expense	831,328.00
Net Income	<u>229,752.00</u>

Garage 2025 Approved Budget

Operating Budget	
Vinyl Cleaning	2000
Gutters/Downspouts	2000
Wood Trim Repair/Painting	4000
Total Operating	8000
Reserve Contribution	<u>12520</u>
Total Budget	<u>20520</u>

38

45

Total Garages

Total per month

English Country Manor II

Reserve Study or Summary





Reserve Study for

English Country Manor II 2022 Update

Bel Air, MD

July 26, 2021



Table of Contents

<u>Subject</u>	<u>Page</u>
Reserve Study Summary	3
Community Photos	10
Reserve Item Categories	11
Reserve Item Listing	18
Cash Flow Analysis	22
Cash Flow by Calendar Year	23
Annual Expenses	25
Projected Reserve Contributions	24

Tip: The table of contents is interactive. If viewing electronically, click to jump to each section.

July 26, 2021

Banoo Zeinali Community Association Manager WPM Real Estate Management 11433 Cronridge Drive Owings Mills, MD 21117

Dear Banoo Zeinali,

Global Solution Partners is pleased to present to you and English Country Manor II the requested Reserve Study Update. We believe that you will find this reserve funding study to be thorough and complete. After you have had an opportunity to review the report, please do not hesitate to contact us. We are always happy to answer any questions you may have.

Property Description

English Country Manor II is a condominium community located at Canterbury Road, Chaucer Lane and Churchill Road, Bel Air, MD. The community is comprised of 224 units and is approximately 27 years old. The community appeared to be in good condition for its age.

REPORT UPDATE 7/23/21

A level 2 Reserve Study Update has been performed. This is an update with a site visit. The component list, remaining life, expected life, interest rate, costs, and community changes provided by the client were reviewed and adjustments were made accordingly.

Executive Financial Summary

Based on the information collected during the Reserve Study process, the recommended reserve fund contribution for 2022 is \$275,550. The annual contribution recommendations have been set to meet future expenses while avoiding special assessments and minimizing dues increases. The recommended contributions increase annually by 2.85% in an effort to have today's homeowners and future homeowners share a fair and equitable portion of the financial obligations to maintain the community.

Most association board members find the <u>Cash Flow Analysis</u> table and the <u>Projected Reserve Contributions</u> table to be helpful overviews of the study. The cash flow table shows the recommended annual reserve payments by year for the entire 30 year study period. The Projected Reserve Contributions table breaks down the annual contribution based on the number of unit owners in the community and shows how much they will individually be contributing to the reserves on a monthly and annual basis.

It is important to realize that this study is a snapshot based on current conditions and circumstances which no doubt will change. With this in mind, it is essential to have the study updated periodically to maintain its relevance.

COVID-19 Labor and Materials Costs

Due to the COVID-19 global pandemic, labor and material costs have increased significantly since the beginning of the pandemic; projections made in this report reflect the best information available for today's costs. Labor and material costs will continue to be evaluated by Global Solution Partners and will be reviewed in future updates.

Date of Site Visit

The site visit for English Country Manor II was conducted by Dean Duncan of Global Solution Partners on June 14, 2021. Dean Duncan was met on site by Chris Newcomb, who provided pertinent information used in this report.

Fire Sprinkler System

- According to the client, the fire sprinkler system within the condominium units, including the sprinkler heads and piping, is maintained by the unit owners.
- According to the client, the fire sprinkler system elements contained in the common area corridors
 and the unit access stair areas, including the sprinkler heads and piping, is maintained by the
 association. A line item for the upgrade and repair of these common area sprinkler systems has been
 added to this report.

Depth of Study

A site visit was made to verify the existing condition as it relates to the average life expectancies of the various reserve study components and to verify component quantities. In-place testing, laboratory testing, and non-destructive testing of the reserve study components were not performed. Field measurements of component quantities were made to either verify improvement plan take-offs or determine directly the quantities of various components. Photographs were taken of the site improvements.

Summary of Financial Assumptions

The below table contains a partial summary of information including desired study start date, number of dues-paying members, and beginning reserve fund balance, provided by the client or client's representative for the English Country Manor II reserve funding study.

Reserve Study by Calendar Year Starting	January 1, 2022
Reserve Funding Study Length	30 years
Number of Dues Paying Members	224
Reserve Balance as of January 1, 2022	\$582,000.00
Annual Inflation Rate	2.50%

Interest Rate on Reserve Funds	0.50%
Dues Change Period	1 year

Recommended Payment Schedule

The below table contains Global Solution Partners' recommended schedule of reserve fund contribution payments for the next five years. See the <u>Projected Reserve Contributions</u> table later in this report for the full 30 years. Failure to follow the proposed schedule of payments may result in inadequate reserve funds and require the use of Special Assessments in the future. The recommended reserve fund contributions have been set to meet future capital expenses while avoiding special assessments and minimizing dues increases.

Calendar Year	Member Monthly Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment	Proposed Reserve Balance
2022	\$102.51	\$22,963	\$275,550	\$822,649
2023	\$105.43	\$23,617	\$283,403	\$659,291
2024	\$108.44	\$24,290	\$291,480	\$951,948
2025	\$111.53	\$24,982	\$299,787	\$1,042,308
2026	\$114.71	\$25,694	\$308,331	\$1,354,287
2027	\$117.98	\$26,427	\$317,119	\$1,459,607

Reserve Study Assumptions

The below-listed assumptions are implicit in this reserve study:

- Cost estimates and financial information are accurate and current
- No unforeseen circumstances will cause a significant reduction of reserves
- Sufficient comprehensive property insurance exists to protect from insurable risks
- The association plans to continue to maintain the existing common areas and amenities
- Reserve payments occur at the end of every calendar month
- Expenses occur at the end of the expense year

Impact of Component Life

The projected life expectancy of the major components and the reserve funding needs of the Association are closely tied. Performing the appropriate routine maintenance for each major component generally increases the component useful life, effectively moving the component expense into the future which reduces the reserve funding payments of the Association. Failure to perform such maintenance can shorten the remaining useful life of the major components, bringing the replacement expense closer to the present which increases the reserve funding payments of the Association.

Inflation Estimate

Inflation for the last year has been reviewed. An inflation multiplier of 2.50% per year has been applied to all future expenses.

Initial Reserves

Initial reserves for this Reserve Study were projected by the client to be \$582,000.00 on January 1, 2022. An interest rate of 0.50% per year has been factored into this Reserve Study. The implicit assumption has been made that the reserve accounts were not drawn down between the date of the known reserve balance and the study start date.

Financial Condition of Association

It is recommended that the association adjust its reserve fund contributions to align with the <u>Cash Flow Analysis</u> and <u>Projected Reserve Contributions</u> tables contained in this study.

Special Assessments

Special Assessments have not been factored into this Reserve Study.

Reserve Funding Goal

The reserve fund goal is to maintain a reserve account balance that meets or exceeds the annual cash flow requirement for the maintenance or replacement of all community reserve items.

Study Method

Every reserve item has been given an estimated remaining useful life, an estimated useful life when new, a present cost, and an estimated future cost based on inflation. The present costs of the reserve items in this report have been estimated using a variety of sources including professional cost estimating resources, actual costs provided by the client, our proprietary database, and the knowledge and experience of our Reserve Analysts. Equal annual payments are calculated for each reserve item based upon a payment starting year and a payment ending year using the end-of-period payment method. Interest earned, if applicable, on accumulated reserve funds and taxes on the reserve interest are also calculated. As you review this report, you may find the specifics e.g. quantities, costs, life expectancies, etc. of each reserve item in the Reserve Study Expense Item Listing table. We hope that you will appreciate the level of detail that is used in developing your customized funding plan.

Global Solution Partners has estimated future projected expenses for English Country Manor II based upon the preservation of existing components within the community that the association is responsible for maintaining. The reserve study is limited in scope to those expense items listed in the Reserve Study Expense Item Listing table. Expense items that have an expected life of more than 30 years may not be included in this reserve study unless payment for these items overlaps the 30-year reserve study envelope.

Of primary concern is the preservation of a positive funding balance with funds sufficient to meet projected expenses throughout the study life. Based upon the included reserve funding study, it is our professional opinion that the annual reserve fund contributions recommended in the Annual Reserve Payment column of the <u>Cash Flow Analysis</u> table and subsequent breakdown of those contributions as member monthly fees shown in the <u>Projected Reserve Contributions</u> table will realize this goal.

In the process of developing the study, Global Solution Partners gathered specific information about the property by conducting a site visit and performing research through various sources. Additionally, information e.g. current reserve fund balances, number of dues-paying members, desired start date, pertinent maintenance history, etc. were obtained directly from the client and/or the client's representative. Global Solution Partners relies on such information provided by the client and assumes it to be complete and accurate. Where the age of a particular Reserve Item (as listed in the Reserve Study) is unknown, the client or client's representative provided to Global Solution Partners the client's best-estimate age of that item. If the client or client's representative was unable to provide an estimate of a Reserve Item's age, Global Solution Partners made its own estimate of the age of the Reserve Item based on visual observation. The Reserve Study is created for the association's use and is a reflection of information gathered by and provided to Global Solution Partners.

This information is not for the purpose of performing an audit, historical records, quality, or forensic analyses. Any on-site evaluation is not considered to be a project audit, quality inspection, or engineering study.

Keeping Your Reserve Study Current

Global Solution Partners believes that funding studies are an essential part of property management. People and property are constantly changing and evolving. As a result, the useful life of a funding study is at best a few years.

This reserve study should be updated when any of the following occur:

- At least once a year
- At changes in interest rates
- At changes in inflation rates
- At changes in the number of dues-paying members
- Before starting new improvements
- Before making changes to the property
- After a flood or fire
- After the change of ownership or management
- After Annexation or Incorporation

Items Beyond the Scope of This Report

- Building or land appraisals for any purpose
- State or local zoning ordinance violations
- Building code violations
- Soils conditions, soils contamination or geological stability of site Engineering analysis or structural stability of the site

- Air quality, asbestos, electromagnetic radiation, formaldehyde, lead, mercury, or radon Water quality or other environmental hazards
- Invasions by termites and any or all other destroying organisms or insects
- Damage or destruction due to birds, bats, or animals to buildings or site
- This study is not a pest inspection
- Adequacy or efficiency of any system or component on site
- Specifically excluded reserve items
- Septic systems and septic tanks
- Buried or concealed portions of swimming pools, pool liners, Jacuzzis and spas or similar items
- Items concealed by signs, carpets, or other things
- Missing or omitted information not supplied by the client for purposes of reserve study preparation
- Hidden improvements such as sewer, water, and electrical lines, or other buried or concealed items
- A Property Condition Assessment or other specialty or comprehensive inspection
- A Roof Inspection

Governing Documents

The CCRs (conditions, covenants, and restrictions) governing documents were provided and reviewed as part of this study to assist in determining what parties are responsible for various assets within the community.

Items Considered to be Long-Lived

Items considered to be long-lived are intentionally not included in this study. Long-lived items are typically those items that have a useful life expectancy beyond the current study period. The following items have been identified as long-lived and therefore are not included in this study:

- Building structures
- Clock tower structures
- Common area interior concrete entrance walkways
- Pond perimeter slate border
- Steel storm drain grates

Although the concrete surfaces could be considered to be Long-Lived, a repair and maintenance allowance has been factored into this analysis. Routine maintenance of these items will not only enhance the look of the community but may also extend the design life of these items.

Items Considered to be Operational

Items considered to be typically included in the operational budget are intentionally not included in this study. Operational budget items typically include routine maintenance and lower-cost items. The following items have been identified as operational budget items and therefore are not included in this study:

- General landscaping
- Parking stops
- Common area steel stair railing painting

Items Maintained by Others

Items maintained by other entities or individuals i.e. municipalities, individual dwelling unit owners, other associations, utility companies, etc... are intentionally not included in this study. The following items have been identified as being maintained by others and therefore are not included in this study:

- Condominium interiors
- Condominium unit doors
- Condominium unit windows
- Condominium unit decks
- Condominium unit fire sprinkler heads
- Condominium unit fire sprinkler piping
- Garage buildings
- Transformers
- Fire hydrants
- Water supply system
- Sewer system
- Lift station

Statement of Qualifications

Global Solution Partners is a professional firm in the business of preparing Reserve Studies and other related property services for resorts, hotels, and community associations. We are familiar with construction practices, construction costs, and contracting practices. Our staff members have vast experience in property due diligence and hold many certifications and licenses including but not limited to; contracting, engineering, roofing, code inspection, real estate, project management, home inspection, and pest control.

Conflict of Interest

As the preparer of this reserve study, Global Solution Partners certifies that we do not have any vested interests, financial interests, or other interests that would cause a conflict of interest in the preparation of this reserve study.

Global Solution Partners would like to thank English Country Manor II for the opportunity to be of service in the preparation of this Reserve Study. If you have any questions, please don't hesitate to contact us.

Prepared by

Dean Duncan, RS Project Manager Global Solution Partners

Community Photos



Clock Tower



Pond and Fountain



Retaining Walls and Perimeter Fencing



Detention Pond



Street Lights



Storm Drains

Reserve Item Categories

Paving



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Asphalt paved parking areas mill and overlay	\$63,138.57	1 Yrs	25 Yrs	2023	\$64,717.04	Y
Asphalt paved parking areas patch and seal and stripe	\$14,632.97	6 Yrs	5 Yrs	2028	\$16,969.76	Y
Asphalt paved streets mill and overlay	\$324,436.86	1 Yrs	25 Yrs	2023	\$332,547.78	Υ
Asphalt paved streets patch and seal	\$60,516.72	6 Yrs	5 Yrs	2028	\$70,180.84	Υ
Concrete (chattahoochee) walkways repair allowance (10% every 10 years) - pond and clock tower areas	\$26,485.27	5 Yrs	10 Yrs	2027	\$29,965.65	Y
Concrete curb repair allowance (10% every 10 years)	\$18,443.43	5 Yrs	10 Yrs	2027	\$20,867.05	Y
Concrete sidewalks repair allowance (10% every 10 years)	\$41,128.96	5 Yrs	10 Yrs	2027	\$46,533.64	Y
Condominium access walkways repair allowance (20% every 10 years)	\$25,961.58	5 Yrs	10 Yrs	2027	\$29,373.14	Y

Building Exteriors



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Aluminum rain gutters replacement	\$60,673.91	6 Yrs	30 Yrs	2028	\$70,363.14	Υ
Asphalt shingle roofing replacement	\$686,236.05	14 Yrs	20 Yrs	2036	\$969,633.57	Y
Brick tuckpointing and refurbishment - 10% every 10 years	\$75,254.89	10 Yrs	10 Yrs	2032	\$96,332.62	Υ
Carpet replacement - 1st floor basement entrance hallways	\$22,616.50	5 Yrs	10 Yrs	2027	\$25,588.49	Υ
Clock tower deck substructure replacement	\$25,589.97	13 Yrs	25 Yrs	2035	\$35,276.06	Υ
Clock tower gazebo brick tuckpointing and refurbishment	\$5,704.45	13 Yrs	40 Yrs	2035	\$7,863.65	Υ
Clock tower gazebo metal roofing replacement	\$34,449.41	44 Yrs	45 Yrs	2066	\$102,101.43	Υ
Clock tower soffits and fascia replacement	\$3,862.80	3 Yrs	30 Yrs	2025	\$4,159.81	Υ
Clock tower wood balcony railings replacement	\$6,216.77	13 Yrs	25 Yrs	2035	\$8,569.88	Υ
Clock tower wood decking boards replacement	\$43,868.52	13 Yrs	20 Yrs	2035	\$60,473.24	Υ
Condominium exterior utility enclosures replacement (gas and electric)	\$22,982.40	16 Yrs	20 Yrs	2038	\$34,117.50	Υ

Condominium vinyl siding replacement - stair columns	\$1,866,573.07	11 Yrs	25 Yrs	2033	\$2,449,105.62	Y
Condominium wood deck and railings replacement - stair columns	\$199,874.30	16 Yrs	20 Yrs	2038	\$296,714.53	Y
Exterior utility doors replacement	\$13,318.20	15 Yrs	30 Yrs	2037	\$19,288.72	Υ
Fire alarm system upgrade	\$163,800.00	3 Yrs	30 Yrs	2025	\$176,394.68	Y
Fire rated access door - crawl spaces	\$5,974.16	15 Yrs	30 Yrs	2037	\$8,652.37	Y

Fencing



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Dumpster enclosure wood fencing	\$1,076.33	2 Yrs	16 Yrs	2024	\$1,130.82	Y
Split rail perimeter fencing replacement - detention pond	\$6,225.73	5 Yrs	8 Yrs	2027	\$7,043.84	Y
Wood perimeter fencing replacement (allowance 20% every 5 years)	\$36,937.62	0 Yrs	5 Yrs	2022	\$36,937.62	Y
Wood retaining wall replacement - perimeter near detention pond access road	\$54,917.28	18 Yrs	28 Yrs	2040	\$85,652.21	Y

Site Elements



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Clock tower, pond, and common area pergola replacement	\$29,112.26	16 Yrs	30 Yrs	2038	\$43,217.32	Y
Common area lights replacement - pond area and pergola	\$5,436.00	1 Yrs	28 Yrs	2023	\$5,571.90	Y
Concrete drainage catch basin - detention pond	\$1,630.80	13 Yrs	40 Yrs	2035	\$2,248.08	Υ
Concrete retaining wall repair and refurbishment allowance (10% every 10 years) - southwest perimeter	\$48,767.67	10 Yrs	10 Yrs	2032	\$62,426.74	Y
Condominium pergolas replacement	\$44,377.89	10 Yrs	30 Yrs	2032	\$56,807.45	Υ
Detention pond maintenance and repair allowance	\$9,482.33	12 Yrs	20 Yrs	2034	\$12,752.68	Υ
Interlocking pavers retaining wall replacement - condominiums	\$9,303.84	40 Yrs	40 Yrs	2062	\$24,981.40	Υ
Interlocking pavers retaining wall replacement - perimeter walls	\$343,219.68	32 Yrs	40 Yrs	2054	\$756,372.75	Y
Interlocking pavers retaining wall replacement of wood tie walls - condominiums	\$29,905.20	3 Yrs	40 Yrs	2025	\$32,204.63	Y
Mailbox kiosk insert replacement	\$66,591.00	18 Yrs	25 Yrs	2040	\$103,859.23	Y

Pond membrane replacement	\$15,295.43	34 Yrs	35 Yrs	2056	\$35,413.84	Y
Storage building repairs allowance	\$13,590.00	5 Yrs	15 Yrs	2027	\$15,375.84	Y
Stormwater drainage system repair allowance	\$29,898.00	6 Yrs	15 Yrs	2028	\$34,672.51	Y
Street lighting replacement	\$45,662.40	1 Yrs	28 Yrs	2023	\$46,803.96	Y
Wood clock tower furniture replacement	\$7,134.75	9 Yrs	14 Yrs	2031	\$8,910.33	Υ
Wood picnic table replacement	\$1,834.65	9 Yrs	15 Yrs	2031	\$2,291.23	Y

Mechanical Equipment



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Emergency lighting replacement (battery pack and lights)	\$16,828.00	12 Yrs	16 Yrs	2034	\$22,631.79	Υ
Fire sprinkler repair and upgrade allowance	\$55,440.00	22 Yrs	40 Yrs	2044	\$95,443.92	Y
Pond pumps and fountains replacement allowance	\$7,066.80	7 Yrs	7 Yrs	2029	\$8,400.20	Y
Security system upgrade allowance	\$4,500.00	6 Yrs	10 Yrs	2028	\$5,218.62	Y
Sump pump system replacement	\$4,756.50	8 Yrs	8 Yrs	2030	\$5,795.33	Y

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remainin g Life When New	Year	Estimated Future Cost	Straight Line Payment
Paving	Asphalt paved streets mill and overlay	\$1.74 sqft	186,780 sqft	\$324,437	1 Yrs	25 Yrs	2023 2048 2073	\$332,548 \$616,525 \$1,143,003	\$166,274 \$24,661 \$45,720
Paving	Asphalt paved streets patch and seal	\$0.32 sqft	186,780 sqft	\$60,517	6 Yrs	5 Yrs	2028 2033 2038	\$70,181 \$79,403 \$89,837	\$10,026 \$15,881 \$17,967
Paving	Asphalt paved parking areas mill and overlay	\$2.10 sqft	30,109 sqft	\$63,139	1 Yrs	25 Yrs	2023 2048 2073	\$64,717 \$119,982 \$222,439	\$32,359 \$4,799 \$8,898
Paving	Asphalt paved parking areas patch and seal and stripe	\$0.49 sqft	30,109 sqft	\$14,633	6 Yrs	5 Yrs	2028 2033 2038	\$16,970 \$19,200 \$21,723	\$2,424 \$3,840 \$4,345
Paving	Concrete curb repair allowance (10% every 10 years)	\$14.81 Inft	1,245 Inft	\$18,443	5 Yrs	10 Yrs	2027 2037 2047	\$20,867 \$26,712 \$34,193	\$3,478 \$2,671 \$3,419
Paving	Concrete sidewalks repair allowance (10% every 10 years)	\$13.21 sqft	3,113 sqft	\$41,129	5 Yrs	10 Yrs	2027 2037 2047	\$46,534 \$59,567 \$76,251	\$7,756 \$5,957 \$7,625
Paving	Concrete (chattahoochee) walkways repair allowance (10% every 10 years) - pond and clock tower areas	\$16.96 sqft	1,562 sqft	\$26,485	5 Yrs	10 Yrs	2027 2037 2047	\$29,966 \$38,359 \$49,102	\$4,994 \$3,836 \$4,910
Paving	Condominium access walkways repair allowance (20% every 10 years)	\$13.21 sqft	1,965 sqft	\$25,962	5 Yrs	10 Yrs	2027 2037 2047	\$29,373 \$37,600 \$48,131	\$4,896 \$3,760 \$4,813
Building Exteriors	Asphalt shingle roofing replacement	\$5.18 sqft	132,606 sqft	\$686,236	14 Yrs	20 Yrs	2036 2056 2076	\$969,634 \$1,588,858 \$2,603,528	\$64,642 \$79,443 \$130,176
Building Exteriors	Brick tuckpointing and refurbishment - 10% every 10 years	\$6.45 sqft	11,662 sqft	\$75,255	10 Yrs	10 Yrs	2032 2042 2052	\$96,333 \$123,314 \$157,852	\$8,758 \$12,331 \$15,785
Building Exteriors	Aluminum rain gutters replacement	\$8.15 Inft	7,441 Inft	\$60,674	6 Yrs	30 Yrs	2028 2058 2088	\$70,363 \$147,591 \$309,583	\$10,052 \$4,920 \$10,319
Building Exteriors	Condominium vinyl siding replacement - stair columns	\$8.42 sqft	221,578 sqft	\$1,866,573	11 Yrs	25 Yrs	2033 2058 2083	\$2,449,106 \$4,540,505 \$8,417,842	\$204,092 \$181,620 \$336,714

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remainin g Life When New	Year	Estimated Future Cost	Straight Line Payment
Building Exteriors	Condominium wood deck and railings replacement - stair columns	\$33.05 sqft	6,048 sqft	\$199,874	16 Yrs	20 Yrs	2038 2058 2078	\$296,715 \$486,201 \$796,697	\$17,454 \$24,310 \$39,835
Building Exteriors	Condominium exterior utility enclosures replacement (gas and electric)	\$820.80 ea	28 ea	\$22,982	16 Yrs	20 Yrs	2038 2058 2078	\$34,118 \$55,905 \$91,608	\$2,007 \$2,795 \$4,580
Building Exteriors	Carpet replacement - 1st floor basement entrance hallways	\$7.48 sqft	3,024 sqft	\$22,616	5 Yrs	10 Yrs	2027 2037 2047	\$25,588 \$32,755 \$41,930	\$4,265 \$3,276 \$4,193
Building Exteriors	Exterior utility doors replacement	\$475.65 ea	28 ea	\$13,318	15 Yrs	30 Yrs	2037 2067 2097	\$19,289 \$40,459 \$84,866	\$1,206 \$1,349 \$2,829
Building Exteriors	Fire rated access door - crawl spaces	\$426.73 ea	14 ea	\$5,974	15 Yrs	30 Yrs	2037 2067 2097	\$8,652 \$18,149 \$38,069	\$541 \$605 \$1,269
Building Exteriors	Fire alarm system upgrade	\$23400.00 ea	7 ea	\$163,800	3 Yrs	30 Yrs	2025 2055 2085	\$176,395 \$370,000 \$776,100	\$44,099 \$12,333 \$25,870
Building Exteriors	Clock tower gazebo metal roofing replacement	\$22.43 sqft	1,536 sqft	\$34,449	44 Yrs	45 Yrs	2066 2111 2156	\$102,101 \$310,174 \$942,279	\$2,269 \$6,893 \$20,940
Building Exteriors	Clock tower soffits and fascia replacement	\$26.10 Inft	148 Inft	\$3,863	3 Yrs	30 Yrs	2025 2055 2085	\$4,160 \$8,725 \$18,302	\$1,040 \$291 \$610
Building Exteriors	Clock tower gazebo brick tuckpointing and refurbishment	\$6.45 sqft	884 sqft	\$5,704	13 Yrs	40 Yrs	2035 2075 2115	\$7,864 \$21,114 \$56,694	\$562 \$528 \$1,417
Building Exteriors	Clock tower wood balcony railings replacement	\$18.07 Inft	344 Inft	\$6,217	13 Yrs	25 Yrs	2035 2060 2085	\$8,570 \$15,888 \$29,456	\$612 \$636 \$1,178
Building Exteriors	Clock tower wood decking boards replacement	\$16.31 sqft	2,690 sqft	\$43,869	13 Yrs	20 Yrs	2035 2055 2075	\$60,473 \$99,092 \$162,375	\$4,320 \$4,955 \$8,119
Building Exteriors	Clock tower deck substructure replacement	\$9.51 sqft	2,690 sqft	\$25,590	13 Yrs	25 Yrs	2035 2060 2085	\$35,276 \$65,400 \$121,248	\$2,520 \$2,616 \$4,850
Fencing	Wood perimeter fencing replacement (allowance 20% every 5 years)	\$81.54 Inft	453 Inft	\$36,938	0 Yrs	5 Yrs	2022 2027 2032	\$36,938 \$41,792 \$47,283	\$36,938 \$8,358 \$9,457

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remainin g Life When New	Year	Estimated Future Cost	Straight Line Payment
Fencing	Split rail perimeter fencing replacement - detention pond	\$10.57 Inft	589 Inft	\$6,226	5 Yrs	8 Yrs	2027 2035 2043	\$7,044 \$8,582 \$10,457	\$1,174 \$1,073 \$1,307
Fencing	Wood retaining wall replacement - perimeter near detention pond access road	\$31.20 sqft	1,760 sqft	\$54,917	18 Yrs	28 Yrs	2040 2068 2096	\$85,652 \$171,004 \$341,409	\$4,508 \$6,107 \$12,193
Fencing	Dumpster enclosure wood fencing	\$32.62 Inft	33 Inft	\$1,076	2 Yrs	16 Yrs	2024 2040 2056	\$1,131 \$1,679 \$2,492	\$377 \$105 \$156
Site Elements	Concrete retaining wall repair and refurbishment allowance (10% every 10 years) - southwest perimeter	\$57.11 sqft	854 sqft	\$48,768	10 Yrs	10 Yrs	2032 2042 2052	\$62,427 \$79,912 \$102,293	\$5,675 \$7,991 \$10,229
Site Elements	Interlocking pavers retaining wall replacement of wood tie walls - condominiums	\$51.12 sqft	585 sqft	\$29,905	3 Yrs	40 Yrs	2025 2065 2105	\$32,205 \$86,471 \$232,181	\$8,051 \$2,162 \$5,805
Site Elements	Interlocking pavers retaining wall replacement - condominiums	\$51.12 sqft	182 sqft	\$9,304	40 Yrs	40 Yrs	2062 2102 2142	\$24,981 \$67,077 \$180,105	\$609 \$1,677 \$4,503
Site Elements	Interlocking pavers retaining wall replacement - perimeter walls	\$51.12 sqft	6,714 sqft	\$343,220	32 Yrs	40 Yrs	2054 2094 2134	\$756,373 \$2,030,909 \$5,453,121	\$22,920 \$50,773 \$136,328
Site Elements	Stormwater drainage system repair allowance	\$2718.00 ea	11 ea	\$29,898	6 Yrs	15 Yrs	2028 2043 2058	\$34,673 \$50,216 \$72,728	\$4,953 \$3,348 \$4,849
Site Elements	Street lighting replacement	\$2174.40 ea	21 ea	\$45,662	1 Yrs	28 Yrs	2023 2051 2079	\$46,804 \$93,444 \$186,560	\$23,402 \$3,337 \$6,663
Site Elements	Common area lights replacement - pond area and pergola	\$543.60 ea	10 ea	\$5,436	1 Yrs	28 Yrs	2023 2051 2079	\$5,572 \$11,124 \$22,210	\$2,786 \$397 \$793
Site Elements	Clock tower, pond, and common area pergola replacement	\$22.89 sqft	1,272 sqft	\$29,112	16 Yrs	30 Yrs	2038 2068 2098	\$43,217 \$90,651 \$190,147	\$2,542 \$3,022 \$6,338
Site Elements	Condominium pergolas replacement	\$22.89 sqft	1,939 sqft	\$44,378	10 Yrs	30 Yrs	2032 2062 2092	\$56,807 \$119,157 \$249,941	\$5,164 \$3,972 \$8,331

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remainin g Life When New	Year	Estimated Future Cost	Straight Line Payment
Site Elements	Mailbox kiosk insert replacement	\$1189.13 ea	56 ea	\$66,591	18 Yrs	25 Yrs	2040 2065 2090	\$103,859 \$192,549 \$356,975	\$5,466 \$7,702 \$14,279
Site Elements	Wood picnic table replacement	\$611.55 ea	3 ea	\$1,835	9 Yrs	15 Yrs	2031 2046 2061	\$2,291 \$3,318 \$4,806	\$229 \$221 \$320
Site Elements	Wood clock tower furniture replacement	\$475.65 ea	15 ea	\$7,135	9 Yrs	14 Yrs	2031 2045 2059	\$8,910 \$12,590 \$17,789	\$891 \$899 \$1,271
Site Elements	Pond membrane replacement	\$4.31 sqft	3,548 sqft	\$15,295	34 Yrs	35 Yrs	2056 2091 2126	\$35,414 \$84,044 \$199,454	\$1,012 \$2,401 \$5,699
Site Elements	Detention pond maintenance and repair allowance	\$0.61 sqft	15,494 sqft	\$9,482	12 Yrs	20 Yrs	2034 2054 2074	\$12,753 \$20,897 \$34,242	\$981 \$1,045 \$1,712
Site Elements	Concrete drainage catch basin - detention pond	\$1630.80 ea	1 ea	\$1,631	13 Yrs	40 Yrs	2035 2075 2115	\$2,248 \$6,036 \$16,208	\$161 \$151 \$405
Site Elements	Storage building repairs allowance	\$6795.00 ea	2 ea	\$13,590	5 Yrs	15 Yrs	2027 2042 2057	\$15,376 \$22,269 \$32,252	\$2,563 \$1,485 \$2,150
Mechanical Equipment	Sump pump system replacement	\$4756.50 ea	1 ea	\$4,757	8 Yrs	8 Yrs	2030 2038 2046	\$5,795 \$7,061 \$8,603	\$644 \$883 \$1,075
Mechanical Equipment	Security system upgrade allowance	\$4500.00 ea	1 ea	\$4,500	6 Yrs	10 Yrs	2028 2038 2048	\$5,219 \$6,680 \$8,551	\$746 \$668 \$855
Mechanical Equipment	Pond pumps and fountains replacement allowance	\$7066.80 ea	1 ea	\$7,067	7 Yrs	7 Yrs	2029 2036 2043	\$8,400 \$9,985 \$11,869	\$1,050 \$1,426 \$1,696
Mechanical Equipment	Emergency lighting replacement (battery pack and lights)	\$2404.00 ea	7 ea	\$16,828	12 Yrs	16 Yrs	2034 2050 2066	\$22,632 \$33,597 \$49,875	\$1,741 \$2,100 \$3,117
Mechanical Equipment	Fire sprinkler repair and upgrade allowance	\$1.25 sqft	44,352 sqft	\$55,440	22 Yrs	40 Yrs	2044 2084 2124	\$95,444 \$256,273 \$688,109	\$4,150 \$6,407 \$17,203

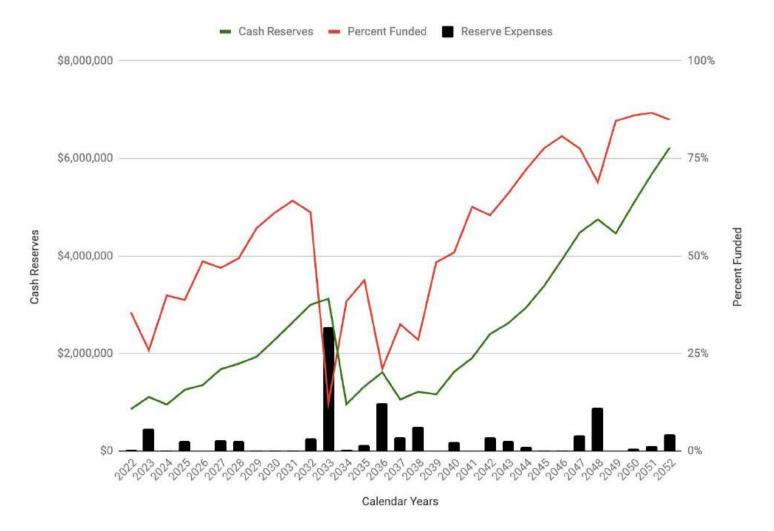
Note for communities using straight line funding: Straight Line Annual Payments do not include earned interest, tax adjustments, or payments made with initial reserves.

Cash Flow Analysis

Calendar Year	Annual Reserve Payment	Annual Interest	Annual Expenses	Annual Income Tax on Interest	Net Reserve Funds
2022	\$275,550	\$2,910	\$36,938	\$873	\$822,649
2023	\$283,403	\$4,113	\$449,641	\$1,234	\$659,291
2024	\$291,480	\$3,296	\$1,131	\$989	\$951,948
2025	\$299,787	\$4,760	\$212,759	\$1,428	\$1,042,308
2026	\$308,331	\$5,212		\$1,563	\$1,354,287
2027	\$317,119	\$6,771	\$216,539	\$2,031	\$1,459,607
2028	\$326,157	\$7,298	\$197,405	\$2,189	\$1,593,467
2029	\$335,452	\$7,967	\$8,400	\$2,390	\$1,926,096
2030	\$345,012	\$9,630	\$5,795	\$2,889	\$2,272,055
2031	\$354,845	\$11,360	\$11,202	\$3,408	\$2,623,651
2032	\$364,958	\$13,118	\$262,850	\$3,935	\$2,734,942
2033	\$375,360	\$13,675	\$2,547,709	\$4,102	\$572,165
2034	\$386,057	\$2,861	\$35,384	\$858	\$924,841
2035	\$397,060	\$4,624	\$123,013	\$1,387	\$1,202,125
2036	\$408,376	\$6,011	\$979,619	\$1,803	\$635,090
2037	\$420,015	\$3,175	\$276,430	\$953	\$780,897
2038	\$431,985	\$3,904	\$499,351	\$1,171	\$716,265
2039	\$444,297	\$3,581		\$1,074	\$1,163,069
2040	\$456,960	\$5,815	\$191,190	\$1,745	\$1,432,909
2041	\$469,983	\$7,165		\$2,149	\$1,907,907
2042	\$483,377	\$9,540	\$286,021	\$2,862	\$2,111,942
2043	\$497,154	\$10,560	\$198,762	\$3,168	\$2,417,725
2044	\$511,323	\$12,089	\$95,444	\$3,627	\$2,842,066
2045	\$525,895	\$14,210	\$12,590	\$4,263	\$3,365,318
2046	\$540,883	\$16,827	\$11,922	\$5,048	\$3,906,058
2047	\$556,298	\$19,530	\$318,087	\$5,859	\$4,157,940
2048	\$572,153	\$20,790	\$887,864	\$6,237	\$3,856,782
2049	\$588,459	\$19,284		\$5,785	\$4,458,740
2050	\$605,230	\$22,294	\$47,706	\$6,688	\$5,031,870
2051	\$622,479	\$25,159	\$117,309	\$7,548	\$5,554,652
2052	\$640,220	\$27,773	\$337,625	\$8,332	\$5,876,689
Totals	\$13,435,662	\$325,303	\$8,368,685	\$97,591	

Cash Flow by Calendar Year

The following chart shows that the reserve account balance meets or exceeds the annual cash flow requirement for the maintenance or replacement of all community reserve items.



Projected Reserve Contributions

Calendar Year	Member Monthly Reserve Payment	Member Annual Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment
2022	\$103	\$1,230	\$22,963	\$275,550
2023	\$105	\$1,265	\$23,617	\$283,403
2024	\$108	\$1,301	\$24,290	\$291,480
2025	\$112	\$1,338	\$24,982	\$299,787
2026	\$115	\$1,376	\$25,694	\$308,331
2027	\$118	\$1,416	\$26,427	\$317,119
2028	\$121	\$1,456	\$27,180	\$326,157
2029	\$125	\$1,498	\$27,954	\$335,452
2030	\$128	\$1,540	\$28,751	\$345,012
2031	\$132	\$1,584	\$29,570	\$354,845
2032	\$136	\$1,629	\$30,413	\$364,958
2033	\$140	\$1,676	\$31,280	\$375,360
2034	\$144	\$1,723	\$32,171	\$386,057
2035	\$148	\$1,773	\$33,088	\$397,060
2036	\$152	\$1,823	\$34,031	\$408,376
2037	\$156	\$1,875	\$35,001	\$420,015
2038	\$161	\$1,929	\$35,999	\$431,985
2039	\$165	\$1,983	\$37,025	\$444,297
2040	\$170	\$2,040	\$38,080	\$456,960
2041	\$175	\$2,098	\$39,165	\$469,983
2042	\$180	\$2,158	\$40,281	\$483,377
2043	\$185	\$2,219	\$41,429	\$497,154
2044	\$190	\$2,283	\$42,610	\$511,323
2045	\$196	\$2,348	\$43,825	\$525,895
2046	\$201	\$2,415	\$45,074	\$540,883
2047	\$207	\$2,483	\$46,358	\$556,298
2048	\$213	\$2,554	\$47,679	\$572,153
2049	\$219	\$2,627	\$49,038	\$588,459
2050	\$225	\$2,702	\$50,436	\$605,230
2051	\$232	\$2,779	\$51,873	\$622,479
2052	\$238	\$2,858	\$53,352	\$640,220

Annual Expenses Reserve Ite

Year	Category	Reserve Item	Cost
2022	Fencing	Wood perimeter fencing replacement (allowance 20% every 5 years)	\$36,938
Total for 2022:			\$36,938
2023	Paving	Asphalt paved streets mill and overlay	\$332,548
2023	Paving	Asphalt paved parking areas mill and overlay	\$64,717
2023	Site Elements	Street lighting replacement	\$46,804
2023	Site Elements	Common area lights replacement - pond area and pergola	\$5,572
Total for 2023:			\$449,641
2024	Fencing	Dumpster enclosure wood fencing	\$1,131
Total for 2024:			\$1,131
2025	Building Exteriors	Fire alarm system upgrade	\$176,395
2025	Building Exteriors	Clock tower soffits and fascia replacement	\$4,160
2025	Site Elements	Interlocking pavers retaining wall replacement of wood tie walls - condominiums	\$32,205
Total for 2025:			\$212,759
2026		No reserve items for this year.	\$0
Total for 2026:			\$0
2027	Paving	Concrete curb repair allowance (10% every 10 years)	\$20,867
2027	Paving	Concrete sidewalks repair allowance (10% every 10 years)	\$46,534
2027	Paving	Concrete (chattahoochee) walkways repair allowance (10% every 10 years) - pond and clock tower areas	\$29,966
2027	Paving	Condominium access walkways repair allowance (20% every 10 years)	\$29,373
2027	Building Exteriors	Carpet replacement - 1st floor basement entrance hallways	\$25,588
2027	Fencing	Wood perimeter fencing replacement (allowance 20% every 5 years)	\$41,792
2027	Fencing	Split rail perimeter fencing replacement - detention pond	\$7,044
2027	Site Elements	Storage building repairs allowance	\$15,376
Total for 2027:			\$216,539
2028	Paving	Asphalt paved streets patch and seal	\$70,181
2028	Paving	Asphalt paved parking areas patch and seal and stripe	\$16,970
2028	Building Exteriors	Aluminum rain gutters replacement	\$70,363
2028	Site Elements	Stormwater drainage system repair allowance	\$34,673
2028	Mechanical Equipment	Security system upgrade allowance	\$5,219
Total for 2028:			\$197,405
2029	Mechanical Equipment	Pond pumps and fountains replacement allowance	\$8,400
Total for 2029:			\$8,400
2030	Mechanical Equipment	Sump pump system replacement	\$5,795

Annual Expenses

Year	Category	Reserve Item	Cost
Total for 2030:			\$5,795
2031	Site Elements	Wood picnic table replacement	\$2,291
2031	Site Elements	Wood clock tower furniture replacement	\$8,910
Total for 2031:			\$11,202
2032	Building Exteriors	Brick tuckpointing and refurbishment - 10% every 10 years	\$96,333
2032	Fencing	Wood perimeter fencing replacement (allowance 20% every 5 years)	\$47,283
2032	Site Elements	Concrete retaining wall repair and refurbishment allowance (10% every 10 years) - southwest perimeter	\$62,427
2032	Site Elements	Condominium pergolas replacement	\$56,807
Total for 2032:			\$262,850
2033	Paving	Asphalt paved streets patch and seal	\$79,403
2033	Paving	Asphalt paved parking areas patch and seal and stripe	\$19,200
2033	Building Exteriors	Condominium vinyl siding replacement - stair columns	\$2,449,106
Total for 2033:			\$2,547,709
2034	Site Elements	Detention pond maintenance and repair allowance	\$12,753
2034	Mechanical Equipment	Emergency lighting replacement (battery pack and lights)	\$22,632
Total for 2034:			\$35,384
2035	Building Exteriors	Clock tower gazebo brick tuckpointing and refurbishment	\$7,864
2035	Building Exteriors	Clock tower wood balcony railings replacement	\$8,570
2035	Building Exteriors	Clock tower wood decking boards replacement	\$60,473
2035	Building Exteriors	Clock tower deck substructure replacement	\$35,276
2035	Fencing	Split rail perimeter fencing replacement - detention pond	\$8,582
2035	Site Elements	Concrete drainage catch basin - detention pond	\$2,248
Total for 2035:			\$123,013
2036	Building Exteriors	Asphalt shingle roofing replacement	\$969,634
2036	Mechanical Equipment	Pond pumps and fountains replacement allowance	\$9,985
Total for 2036:			\$979,619
2037	Paving	Concrete curb repair allowance (10% every 10 years)	\$26,712
2037	Paving	Concrete sidewalks repair allowance (10% every 10 years)	\$59,567
2037	Paving	Concrete (chattahoochee) walkways repair allowance (10% every 10 years) - pond and clock tower areas	\$38,359
2037	Paving	Condominium access walkways repair allowance (20% every 10 years)	\$37,600
2037	Building Exteriors	Carpet replacement - 1st floor basement entrance hallways	\$32,755
2037	Building Exteriors	Exterior utility doors replacement	\$19,289
2037	Building Exteriors	Fire rated access door - crawl spaces	\$8,652

Annual Expenses

Year	Category	Reserve Item	Cost
2037	Fencing	Wood perimeter fencing replacement (allowance 20% every 5 years)	\$53,497
Total for 2037:			\$276,430
2038	Paving	Asphalt paved streets patch and seal	\$89,837
2038	Paving	Asphalt paved parking areas patch and seal and stripe	\$21,723
2038	Building Exteriors	Condominium wood deck and railings replacement - stair columns	\$296,715
2038	Building Exteriors	Condominium exterior utility enclosures replacement (gas and electric)	\$34,118
2038	Site Elements	Clock tower, pond, and common area pergola replacement	\$43,217
2038	Mechanical Equipment	Sump pump system replacement	\$7,061
2038	Mechanical Equipment	Security system upgrade allowance	\$6,680
Total for 2038:			\$499,351
2039		No reserve items for this year.	\$0
Total for 2039:			\$0
2040	Fencing	Wood retaining wall replacement - perimeter near detention pond access road	\$85,652
2040	Fencing	Dumpster enclosure wood fencing	\$1,679
2040	Site Elements	Mailbox kiosk insert replacement	\$103,859
Total for 2040:			\$191,190
2041		No reserve items for this year.	\$0
Total for 2041:			\$0
2042	Building Exteriors	Brick tuckpointing and refurbishment - 10% every 10 years	\$123,314
2042	Fencing	Wood perimeter fencing replacement (allowance 20% every 5 years)	\$60,527
2042	Site Elements	Concrete retaining wall repair and refurbishment allowance (10% every 10 years) - southwest perimeter	\$79,912
2042	Site Elements	Storage building repairs allowance	\$22,269
Total for 2042:			\$286,021
2043	Paving	Asphalt paved streets patch and seal	\$101,643
2043	Paving	Asphalt paved parking areas patch and seal and stripe	\$24,577
2043	Fencing	Split rail perimeter fencing replacement - detention pond	\$10,457
2043	Site Elements	Stormwater drainage system repair allowance	\$50,216
2043	Mechanical Equipment	Pond pumps and fountains replacement allowance	\$11,869
Total for 2043:			\$198,762
2044	Mechanical Equipment	Fire sprinkler repair and upgrade allowance	\$95,444
Total for 2044:			\$95,444
2045	Site Elements	Wood clock tower furniture replacement	\$12,590

Annual Expenses

Year	Category	Reserve Item	Cost
Total for 2045:			\$12,590
2046	Site Elements	Wood picnic table replacement	\$3,318
2046	Mechanical Equipment	Sump pump system replacement	\$8,603
Total for 2046:			\$11,922
2047	Paving	Concrete curb repair allowance (10% every 10 years)	\$34,193
2047	Paving	Concrete sidewalks repair allowance (10% every 10 years)	\$76,251
2047	Paving	Concrete (chattahoochee) walkways repair allowance (10% every 10 years) - pond and clock tower areas	\$49,102
2047	Paving	Condominium access walkways repair allowance (20% every 10 years)	\$48,131
2047	Building Exteriors	Carpet replacement - 1st floor basement entrance hallways	\$41,930
2047	Fencing	Wood perimeter fencing replacement (allowance 20% every 5 years)	\$68,480
Total for 2047:			\$318,087
2048	Paving	Asphalt paved streets mill and overlay	\$616,525
2048	Paving	Asphalt paved streets patch and seal	\$114,999
2048	Paving	Asphalt paved parking areas mill and overlay	\$119,982
2048	Paving	Asphalt paved parking areas patch and seal and stripe	\$27,807
2048	Mechanical Equipment	Security system upgrade allowance	\$8,551
Total for 2048:			\$887,864
2049		No reserve items for this year.	\$0
Total for 2049:			\$0
2050	Mechanical Equipment	Pond pumps and fountains replacement allowance	\$14,109
2050	Mechanical Equipment	Emergency lighting replacement (battery pack and lights)	\$33,597
Total for 2050:			\$47,706
2051	Fencing	Split rail perimeter fencing replacement - detention pond	\$12,740
2051	Site Elements	Street lighting replacement	\$93,444
2051	Site Elements	Common area lights replacement - pond area and pergola	\$11,124
Total for 2051:			\$117,309
2052	Building Exteriors	Brick tuckpointing and refurbishment - 10% every 10 years	\$157,852
2052	Fencing	Wood perimeter fencing replacement (allowance 20% every 5 years)	\$77,479
2052	Site Elements	Concrete retaining wall repair and refurbishment allowance (10% every 10 years) - southwest perimeter	\$102,293
Total for 2052:			\$337,625



English Country Manor II - Clock Tower

Bel Air, MD

Report #: **47433-0**

of Units: 1

Level of Service: Update "With-Site-Visit"

January 1, 2024 through December 31, 2024

Findings & Recommendations

as of January	1,	2024
---------------	----	------

Projected Starting Reserve Balance	\$69,211
Currently Fully Funding Reserve Balance	\$160,162
Average Reserve Deficit (Surplus) Per Unit	\$90,951
Percent Funded	43.2 %
Recommended 2024 Fully Funding Contributions	\$9,600
Recommended 2024 Special Assessments for Reserves	\$0
Most Recent Reserve Contribution Rate	\$9,132

Reserve Fund Strength: 43.2%

Weak

Fair

Strong

< 30%

The strong

Strong

Strong

A strong

A

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	
Annual Inflation Rate	

This report is an "Update, With-Site-Visit" Reserve Study based on a prior study prepared for your 2021 Fiscal Year. We performed the site inspection on 6/27/2023

This Reserve Study was prepared or overseen by a credentialed Reserve Specialist (RS). As of the start of the initial fiscal year shown in this study, your Reserve fund is determined to be 43.2 % Funded. Based on this figure, the Client's risk of special assessments & deferred maintenance is currently Medium. The objective of your multi-year Funding Plan is to Fully Fund your Reserves, where clients enjoy a low risk of such Reserve cash flow problems.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions to \$9,600 in the upcoming fiscal year. Going forward, the contribution rate recommended here should be increased as illustrated on the 30-yr Summary Table.



# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Clock Tower			
2107 Concrete Sidewalks - Repair	7	4	\$3,300
2148 Pergola - Repaint/Repair	5	0	\$4,650
2149 Pergola - Replace	40	18	\$25,150
2181 Clock Tower Furniture - Replace	10	5	\$11,450
2185 Landscaping - Refurbish	25	12	\$18,500
2317 Wood Decks - Rebuild	50	29	\$168,500
2318 Wood Decking Boards - Replace	25	9	\$65,000
2345 Exterior Surfaces - Repaint/Repair	8	6	\$7,150
2384 Gazebo Roof (Metal) - Replace	40	37	\$37,250
2585 Pond Pump and Fountain - Replace	8	5	\$10,050
2798 Pond Membrane - Replace/Refurbish	30	25	\$25,200

11 Total Funded Components

Note 1: Yellow highlighted line items are expected to require attention in this initial year, light blue highlighted items are expected to occur within the first-five years.

English Country Manor II

Insurance Documents





VBOSTON



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER	CONTACT NAME:		
Schoenfeld Insurance Associates, Inc.	PHONE (A/C, No, Ext): (410) 602-2000 FAX (A/C, No): (410) 602-11		
25 Hooks Lane, Suite 316 Pikesville, MD 21208	E-MAIL ADDRESS: condo@schoenfeldins.com		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Insurance Company of Greater New York	22195	
INSURED	INSURER B : SiriusPoint Specialty Ins Co		
English Country Manor II c/o FirstService Residential	INSURER C:		
2211 Commerce Road, Suite 1A	INSURER D:		
Forest Hill, MD 21050	INSURER E:		
	INSURER F:		
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			

ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS Α 1,000,000 X **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE | X | OCCUR 6/1/2025 6/1/2026 6119M38264 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT Included LOC PRODUCTS - COMP/OP AGG \$ OTHER: Directors & Officers D&O 1,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$ ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY 5,000,000 В X X **UMBRELLA LIAB** OCCUR **EACH OCCURRENCE** XUMB24-103515 6/1/2025 6/1/2026 5,000,000 **EXCESS LIAB CLAIMS-MADE** AGGREGATE \$ 0 DED | X | RETENTION \$ OTH-ER WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 6119M38264 6/1/2025 6/1/2026 44,152,732 **Property Section** Blanket Building 6119M38264 6/1/2025 6/1/2026 **Deductible** 10,000 Extended Repl. Cost

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROOF OF INSURANCE
PROOF OF INSURANCE

PROOF OF INSURANCE

CERTIFICATE HOLDER	CANCELLATION
PROOF OF INSURANCE PROOF OF INSURANCE PROOF OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
PROOF OF INSURANCE	AUTHORIZED REPRESENTATIVE
	Shornian

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED English Country Manor II c/o FirstService Residential 2211 Commerce Road, Suite 1A Forest Hill, MD 21050	
Schoenfeld Insurance Associates, Inc.			
POLICY NUMBER			
SEE PAGE 1			
CARRIER NAIC CODE			
SEE PAGE 1 SEE P 1		EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Certificate of Liability Remarks

Additional Insurance:

Fidelity Bond (\$840,000 Limit) Policy# 30BDDHO8167 Eff. 3/1/25-3/1/26 Issued by The Hartford Insurance

Additional Coverage Notes:

The Master Policy for English Country Manor II Condominium is written in accordance with the Maryland Condominium Act, Section 11-114, to include revisions implemented in October 2009, updated/posted in January 2011. Property Section/Replacement Cost of the Master Policy is written on an All Risk/SPECIAL Form basis, excluding ANY Betterments & Improvements installed by Unit owner's, other than the Developer. Homeowners are recommended to purchase a Homeowners Policy designed for Condominium Owners, commonly known as a HO6 Policy.

Fidelity Bond is included, as per the Maryland Condominium Act, Section 11-114, to include the Management Company as an Employee at Full Limit scheduled on the Fidelity Bond Policy.

224 Residential Units

Wind/Hail Coverage - Included (no separate deductible)

Equipment Breakdown Coverage - Included for Common Areas and Association Responsibility (please refer to Association By Laws)
Ordinance Coverage - Included

English Country Manor II

Approved Minutes of Meetings of the Board



English Country Manor II

BOD Meeting

Wednesday, April 16, 2025 - Manor House

ATTENDEES

Joyce Covert – President Richard Okrasinski – Vice President Carla Sparrow – Treasurer Shirley Macneal – Secretary Mina Castellano – Member at Large Leonard Stielper – Member at Large

Quorum of the Board determined.

Meeting called to order at 6:10 PM.

ABSENTEES

Eugene Miller – Member at Large

Secretary's Report

Minutes for the BOD Meeting on February 19, 2025, were emailed to the BOD, reviewed, and corrected. There being no further additions or corrections, a motion to accept the minutes was made, seconded, and approved.

Minutes for the BOD Closed Meeting on April 10, 2025, were emailed to the BOD, reviewed, and corrected. There being no further additions or corrections, a motion to accept the minutes was made, seconded, and approved.

Motion was made at the April 10 Closed Meeting to sign a waiver to have Attorney- Law Offices of Serio and Higdon, PA added as a vendor without registering with VIVE. Motion was seconded and approved. Waiver signed.

Motion was made at the April 10 Closed Meeting to accept a Neptune proposal for \$4605.13 for drain line repairs at 304 Canterbury. Motion was seconded and approved.

Motion was made at the April 10 Closed Meeting to accept a Neptune proposal for \$4646.30 for drain line repairs at 606 Churchill. Motion was seconded and approved.

Treasurer's Report

Balance Sheet as of February 28, 2025

Total Operating Cash252,804.00Total Reserve Cash771,836.00Total Cash on Hand1,024,639.00

Total Assets <u>1,066,933.00</u>

Total Liabilities43,569.00Total Reserves697,063.00Total Equity326,301.00

Total Liabilities

& Equity <u>1,066,933.00</u>

Income Statement as of February 28, 2025

Total Income 97,702.00 Total Expenses 77,484.00 Net Income/Loss 20,218.00

Cost Share billed from ECM1 for January 31, 2025 \$9,662.17 Cost Share billed from ECM1 for February 28, 2025 \$4,674.95

Cost Share billed to ECM1 for January 31, 2025 \$1,793.78 Cost Share billed to ECM1 for February 28, 2025 \$734.46

Close attention will be given to general ledger accounts 65905 shared income, 76652 shared expenses, and 21000 accounts receivable. (Shared expenses are with ECMI.)

Motion to accept the Treasurer's Report was made, seconded, and approved.

Treasurer noted that there was a delay in the collection of late fees and lease assessments by FSR.

Manager's Report

Sixteen work orders were opened and addressed and 22 calls were taken by FRS Customer Service between January 1 and March 16.

Note: Importance of checking plumbing fixtures and turnoffs to prevent water damage was stressed. Next month HVAC and plumbing contractors will be available to answer resident questions.

Pool Committee Report

The pool is open May 24 through Labor Day.

The hours are the same as last year. Monday - Friday: 12:00 pm – 7:45 pm

Saturday - Sunday and Holidays: 10:00 am - 7:45 pm

The procedure for obtaining pool passes is still being worked out. It will probably be like last year. Last year the pool passes were processed through an email link. Upon approval, an epass was emailed to you to place on your mobile phone. There was an option to receive a hard copy pass instead for \$6. There was also an option to apply for a pass using a paper application. That option costs an additional \$10.

The following rules have changed since last year:

No ball playing, running, pushing, wrestling, dunking, or climbing the fence is allowed. The lifeguard no longer has discretion to allow exceptions.

Each unit will have 20 free guest passes for the season. Only 2 can be used on a given day. An additional two guest passes per day can be purchased for \$10 per pass. Details on how this will be done are still being worked out. No guests are allowed on the Memorial Day, Fourth of July, and Labor Day holidays.

No adult-only or children-only swims this year.

The pool will be resurfaced and new pool furniture purchased before the pool opens. Laura thought the cost would come out of the reserve fund.

Facilities and Grounds

The following work continues to resolve and eliminate leaks and moisture issues.

Tree roots have clogged underground drains at 304 and 206. Trees will be removed on April 23 then underground repairs will be made. This will require removal of a portion of 304 walkway that will be replaced.

Motion was made to remove trees 296, 298, 300 and 302 that are very near the buildings and have high root balls. Motion was seconded and approved.

606 pipe under walkway and courtyard drain collapsed and needs repair.

Concrete walkways at entrances to all buildings and first few steps will be seal coated.

Crawl spaces to be cleaned, new plastic and insulation installed, and effervescence removed. Then further repairs will be made as necessary.

Reviewed guidelines that comply with the by-laws regarding personal items, decorations, and plantings to be effective May 1.

- Only personal area is concrete porch
- No new plantings by owners
- Cost of hanging plants at trellises will be reimburse
- No hose watering of any kind hand watering only
- No personal decorations on the buildings
- No new hooks or hangers
- Seasonal decorations at the trellises
- Seasonal decorations may stay in place for four weeks (2 weeks before and 2 weeks after the holiday). This also applies to rear areas.
- Rear area plantings need to be reduced to 3' maximum and plantings around HVAC units need to be removed
- Car wash hoses will be available next week

Parking lot seal coating and striping will be touched up week of 4/21.

Open Discussion

Motion made, seconded and approved to adjourn the meeting at 7:16.

English Country Manor II

BOD Meeting

Wednesday, February 19, 2025, Manor House

ATTENDEES

Joyce Covert - President
Richard Okrasinski - Vice President
Carla Sparrow - Treasurer
Shirley Macneal - Secretary
Eugene Miller - Member at Large
Lyda Niemiec - FSR Portfolio Manager

Meeting called to Order at 6:02 PM by Joyce Covert.

NOTE: WIFI NOT AVAILABLE IN MANOR HOUSE MEETING ROOM

Secretary's Report

Minutes for the BOD Meeting on January 15, 2025, were emailed to the BOD, reviewed, and corrected. There being no further additions or corrections, a motion to accept the minutes was made, seconded, and approved.

Minutes for the BOD Closed Meeting on February 17, 2025, were emailed to the BOD, reviewed, and corrected. There being no further additions or corrections, a motion to accept the minutes was made, seconded, and approved.

At the February 17 Closed Meeting, the following proposals were approved:

- Fire suppression system repairs -proposal for \$2,203
- Vinyl capping of brick at 300 and 302 and flashing for 7 buildings S&K proposal for \$18,870
- Paint chimney caps on 7 buildings S&K proposal for \$13,700
- Walkway sealing at all buildings Authentic proposal for \$5,250
- Mulch reduction SBC proposal for \$4,500
- Add downspouts and gutters to Clock Tower S&K proposal for \$2,348
- Power wash garage and paint soffits Authentic proposal for \$8,500

Treasurer's Report

Balance Sheet as of December 31, 2024

Total Operating Cash 218,161.00
Total Reserve Cash 731,296.00
Total Cash on Hand 949,458.00

Total Assets 994,411.00

 Total Liabilities
 25,840.00

 Total Reserves
 655,124.00

 Total Equity
 313.447.00

Total Liabilities

& Equity 994,411.00

Income Statement as of December 31, 2024

Total Income 79,474.00
Total Expenses 33,601.00
Net Income/Loss 45,873.00

Cost Share billed to ECM1 for December 31, 2024 \$2,785.34 Cost Share billed to ECM2 for December 31, 2024 \$7,058.43

Motion to accept the Treasurer's Report for December was made, seconded, and approved.

Balance Sheet as of January 31, 2025

Total Operating Cash 216,848.00 Total Reserve Cash 750,765.00 Total Cash on Hand 967,613.00

Total Assets <u>1,0C6,333.00</u>

 Total Liabilities
 24,257.00

 Total Reserves
 675,993.00

 Total Equity
 306,083.00

Total Liabilities

& Equity <u>1,006,333.00</u>

Income Statement as of January 31, 2025

Total Income 85,251.00 Total Expenses 72,069.00 Net Income/Loss 13,182.00

Cost Share billed to ECM1 for January 31, 2025 Not yet received Cost Share billed to ECM2 for January 31, 2025 Not yet prepared

Motion to accept the Treasurer's Report for January was made, seconded, and approved.

All residents paid January assessments.

Management Report

In January, six work orders were opened and closed. 19 calls were addressed and closed. This does not include calls to the 800 line.

Two units had significant leaks that were the unit owners' responsibility. They were resolved. Contractor error contributed to the leak problem.

Owners must have personal insurance in place. Condominium insurance requirements may change and increase in the near future.

ECM1 continues to not cooperate with the 2015 arbitration agreement. ECM2 is trying to have a dialogue with ECM1.

Parking issues continue with ECM1 parking in ECM2 spaces. Parking passes for ECM1 may be needed. Parking lot survey to be done.

The following motions were made to reconfirm existing policies:

- Late Fees: Late fees are assessed if HOA assessment is 15 days late and applied to account after 30 days late. A motion to reconfirm this policy was made, seconded, and approved.
- Collections Policy: All costs associated with collections are assessed to the unit owner. A motion to reconfirm this policy was made, seconded, and approved.
- Violations: Violations of the rules and regulations, if not resolved, may result in fines to unit owners. A motion to reconfirm this policy was made, seconded and approved.

Fireplaces: 11 of the 29 fireplaces are currently not being used. All fireplaces and chimneys need to be inspected to determine if they are safe to use, need repair, or should not be used.

Nominees for the Board of Directors (Joyce Covert, Shirley Macneal, Eugene Miller, and Leonard Stielper), were present, introduced, and spoke. Mina Castellano was not present, and her written introduction was read aloud.

The Annual Meeting of owners will be held on Wednesday, March 19, 2025, at 7:00pm, at the Manor House. A quorum will be needed to proceed with Board of Directors' elections.

Meeting was adjourned at 7:25pm.

English Country Manor II

Association Documents



AGREEMENT FOR COMMON COST SHARING

This Agreement for Common Cost Sharing ("Agreement") is entered into between the COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR CONDOMINIUM, an unincorporated association ("ECM") and the COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR II CONDOMINIUM, an unincorporated association ("ECM II") on this 13 day of February, 2015.

WHEREAS, ECM is an unincorporated condominium association, created pursuant to Declaration of Covenants dated August 7, 1990 and recorded among the Land Records of Harford County in Liber 1650, folio 79, et seq., and By Laws recorded among the Land Records of Harford County in Liber 1650, folio 104, et seq., and as they may each thereafter have been amended; and

WHEREAS, ECM II is an unincorporated condominium association, created pursuant to Declaration of Covenants dated October 21, 1993 and recorded among the Land Records of Harford County in Liber 2025, folio 1049, et seq., and By Laws recorded among the Land Records of Harford County in Liber 2025, folio 1082, et seq., and as they may each thereafter have been amended; and

WHEREAS, the parties hereto, and all unit owners in each ECM and ECM II are subject to a certain Declaration dated November 25, 1992 and recorded among the Land Records of Harford County in Liber 2025, folio 1035, et seq., (the "Declaration"), made by and between ECM and Harford Land Development Limited Partnership; and

WHEREAS, ECM II is the successor in interest to the "Parcel 2 Owner" identified in the Declaration; and

Mert

WHEREAS, the Declaration grants ECM II an easement and right to use the Recreational Amenities in common with ECM, and it requires ECM to maintain and repair the Recreational Amenities and to pay the costs thereof ("Expenses"), subject to reimbursement from ECM II for the shared portions thereof ("Shared Expenses");

WHEREAS, the "Recreational Amenities" made subject to the Declaration are defined therein as being those areas located within ECM being limited to (i) the swimming pool; (ii) the first floor of the Manor House, being the building now known as 600 Squire Lane formerly #1 English Manor Lane (and which expressly includes the Terrace Room, the Activity Room and the Gymnasium therein); and (iii) portions of the ECM common elements identified on Exhibit B of the Declaration (which the parties hereto find Exhibit B to the Declaration to be without any such identification or limitation, and is vague and not ascertainable); and

WHEREAS, the Declaration grants to ECM an easement and right to use the Clock Tower Park, and requires ECM II to maintain and repair and to pay the costs thereof, subject to reimbursement from ECM; and

WHEREAS, other lands and areas of ECM II are shared with and used by ECM, and for which costs and expenses of repair and maintenance the parties agree to allocate and share; and

WHEREAS, ECM and ECM II have determined that the formulae in the Declaration for allocating the Expenses among them are vague, ambiguous or inaccurate, and do not accurately reflect the realities of usage, access, custom and practice, and they have each agreed to clarify and set forth herein the formulae and allocations among them of the Shared Expenses and of other reimbursable expenses.

NOW, THEREFORE, the Board of Directors of ECM and the Board of Directors of ECM II, in furtherance of the covenants set forth in the Declaration, do hereby mutually covenant and agree as follows:

- The recitals hereinabove are incorporated herein as material and substantive terms and provisions of this Agreement.
- 2. This Agreement shall be effective and binding only for those Expenses and Shared Expenses that have been incurred but not yet reimbursed as of the date hereof, and for those Expenses and Shared Expenses to be incurred hereafter.
- 3. This Agreement shall not apply to any prior Expense or Shared Expense that has already been incurred and reimbursed, and the parties expressly waive and release any claims for refunds, overpayments, or credits relating thereto.

PART I

IDENTIFICATION AND ALLOCATION OF SHARED EXPENSES OF ECM

- 4. The parties have determined and hereby covenant and agree that ECM and ECM II share the use of only Twenty Percent (20%) of the ECM common areas, and as such, only 20% of all ECM Expenses shall be shared and subject to further allocation among them (the "Shared Expenses"), unless otherwise hereinafter differently provided.
- 5. The parties have determined and hereby agree that ECM constitutes Forty-Four Percent (44%) and ECM II constitutes Fifty-Six Percent (56%) of the entire combined unit owners in both condominiums.

NUM

- ECM will pay the Expenses, and ECM II will reimburse ECM an amount that is equal to 56% of 20% of the Expenses ("ECM II Share"), unless otherwise hereinafter differently provided.
- 7. Insurance Premiums. ECM maintains a policy of insurance that includes coverages for property and casualty insurance on the Recreational Amenities, liability insurance and fidelity bond, and pays a combined premium. ECM II shall reimburse ECM an amount that is equal to 56% of 20% of the premium for this policy.
- 8. Electric service billed to ECM for both 200 Thames Way and 202 Thames Way includes electricity for the small pond, guardhouse and lights on English Country Lane, and other common areas. ECM II shall reimburse ECM an amount that is equal to the sum of (A) the invoice for 200 Thames Way, less (B) the invoice for 202 Thames Way, multiplied by (C) 56%.
- 9. Electric service billed by BGE to ECM for the Manor House (k/a 600 Squire La*Bldg1 as referenced on the BGE invoice) shall be paid by ECM. The parties have determined that ECM II has the use in common of only 76% of the areas serviced by this electric bill (which bill includes electric service for hallways of ECM unit owners only). ECM II will reimburse ECM an amount that is equal to 56% of 76% of each such BGE invoice.
- 10. Cleaning Services for the Manor House. ECM provides cleaning and janitorial services for all of the common areas of the Manor House, including the common areas. ECM II will reimburse ECM an amount that is equal to 56% of charges for cleaning services and plant care in the shared common areas only, PROVIDED such charges are billed separately, or conspicuously segregated from all other charges for cleaning other areas of the Manor House.

- 11. Cable Television. ECM provides basic cable television service to the TV Room in the Manor House. ECM II will reimburse ECM an amount that is equal to 56% of such basic cable television charges.
- 12. Gate/Pond/Manor House/Pool Grounds. (A) For the cost of twice-yearly purchase and planting of exterior seasonal flowers only in the front of the Manor House, Entrance Island and Pool, ECM II will reimburse ECM an amount equal to 56% of these charges, including maintenance of the entrance fountain, PROVIDED the invoices indicate the area where such flowers are planted.
- (B) For Landscaping/Mowing including fertilizing, shrubs and lawn work performed by ECM entirely throughout ECM shared common areas, ECM II will reimburse ECM an amount equal to 56% of 20% of these charges, PROVIDED that all invoices submitted to ECM II for reimbursement shall provide details and description of the services performed or materials provided, and a description of the location thereof. However, for exterior landscaping work performed by ECM only on the Manor House grounds, ECM II will reimburse ECM an amount equal to 56% of these charges, PROVIDED that all invoices submitted to ECM II for reimbursement shall provide details and description of the services performed or materials provided, and a description of the location thereof.
- Swimming Pool maintenance, supplies and services will be reimbursed by ECM
 II an amount equal to 56% of these charges.
 - 14. Water and Sewer bills for consumption in the community for ECM and ECM II, will be reimbursed by ECM II an amount equal to 56% of the charges.
- 15. Security System and Phone service. ECM provides a security system, equipment, and monitoring services, presently provided by contract with Town Security. The security system is serviced by a single dedicated telephone line with Verizon. Charges for the security

system, repairs, replacements and monitoring services, and for the dedicated telephone line, will be reimbursed by ECM II an amount equal to 56% of 20% of the charges.

- Fire Safety & Sprinklers. (A) Expenses for Fire Extinguisher inspections, 16. services, recharges and replacements only for those existing fire extinguishers located in the shared common areas of the Manor House will be reimbursed by ECM II an amount equal to 56% of 4 % of the charges.
- (B) Invoices for fire sprinkler services (presently Hauf Fire Protection) will be reimbursed by ECM II an amount equal to 56% of 48% of the charges.
- Exterminator services performed in the shared common areas only of the Manor 17. House shall be reimbursed by ECM II an amount equal to 56% of the charges.
- 18. Maintenance of the Gymnasium in the Manor House, including equipment repair and replacement, will be reimbursed by ECM II an amount equal to 56% of the charges.
- HVAC systems in the Manor House. There are ten (10) condenser units that 19. service the Manor House HVAC, of which only six (6) have been agreed and identified as providing heating and air conditioning to the shared common areas of the Manor House. For service and repair invoices, parts and labor for these six (6) identified units, ECM II will reimburse ECM an amount equal to 56%. In the event that all ten (10) units are under a single maintenance contract, the cost of the contract will be reimbursed by ECM II an amount equal to 56% of 76% of the contract invoice.
- 20. Roads and Sidewalks. ECM II will reimburse ECM an amount equal to 56% for expenses incurred by ECM for repair and maintenance of roadways, parking areas, curbs, gutters and adjacent parallel sidewalks in the areas identified in Orange on the Exhibit A attached hereto My and incorporated herein.

20-A. ECM annually budgets for Capital Improvement Shared and ECM II will reimburse ECM for 56% of the budgeted amount. ECM and ECM II will meet annually before August 31st to discuss the budget and capital improvement for the upcoming fiscal year.

PART II

IDENTIFICATION AND ALLOCATION OF SHARED EXPENSES OF ECM II

- 21. Clock Tower Park and Reflecting Pool. The Clock Tower Park and Reflecting Pool are property and obligation of ECM II, and constitute 12% of the land area of ECMII (collectively the "Park").
- 22. For all costs and expenses of grounds maintenance in and on the Park, ECM shall reimburse ECM II an amount that is equal to 44% of 12% of the charges.
- 23. Electric service for the Park is billed by BGE to ECM II for 294 Canterbury Road and 292 Canterbury Road. ECM shall reimburse ECM II an amount that is equal to the sum of (A) the invoice for 294 Canterbury Road, less (B) the invoice for 292 Canterbury Road, (C) multiplied by 44%.
- 24. ECM II maintains a policy of insurance that includes coverages for property and casualty insurance on the Park. ECM will reimburse ECM II an amount that is equal to 44% of 2% of the insurance premium.
- 25. For repair and maintenance of the Park and the improvements thereon, for property taxes on the Park, and for landscaping in and on the Park, ECM will reimburse ECM II an amount equal to 44% of the charges.
- 26. ECM II annually budgets an amount for capital reserves for the Park, and ECM will reimburse ECM II an amount equal to the 44% of the amount so budgeted by ECM II. ECM and ECM II will meet annually before August 31st to discuss the budget and capital reserve for the Park for the upcoming year.

- 27. ECM will reimburse ECM II an amount equal to 44% for expenses incurred by ECM II for each of the following:
 - maintenance and repair of the dog walk area;
 - B. maintenance and repair of the storm water basin;
 - C. maintenance and repair of the car wash area;
 - D. maintenance and repair of the Clock Tower Park;
- E. any maintenance and repair of the those portions of the roadways, parking areas, curbs, gutters and adjacent parallel sidewalks identified in Red on the Exhibit A attached hereto and incorporated herein.

PART III - SNOW REMOVAL

- 28. The parties have determined and agreed that snow and ice removal costs shall be paid either exclusively by one of them without reimbursement, or shared and cross-reimbursed by each of them to the other, for different portions of roadways, parking areas and sidewalks in accordance with the color-coded diagram and area calculations which are attached hereto as Exhibit B, as follows:
- (A) For those areas identified in Blue, ECM shall bear 100% of the obligation and costs without reimbursement from ECM II.
- (B) For those areas identified in Yellow, ECM II shall bear 100% of the obligation and costs without reimbursement from ECM.
- (C) For those areas identified in Orange, ECM shall bear the obligation and costs, and shall be reimbursed by ECM II an amount equal to 56% of 61% of the invoices.

Je Mut

(D) For those areas identified in Red, ECM II shall bear the obligation and costs, and shall be reimbursed by ECM an amount equal to 44% of 14% of the invoices.

The parties further agree that all contractors engaged by either of them for snow removal services will be provided with a color copy of the diagram ExhibitA, and that the contractors shall agree to either issue 4 different invoices, one invoice for each of the different areas, or to conspicuously segregate its services and charges for each area within a single invoice.

PART IV - GENERAL MATTERS

- 29. For the allocation of any other Shared Expense not hereinabove expressly provided, the parties agree to continue with their past agreement for allocation and reimbursement, which shall be binding on them as if expressly provided herein, or as provided in the Declaration.
- 30. All invoices or other documentation for reimbursable Expenses or Shared Expenses shall be submitted monthly, and paid within 30 days. Shared expense templates are attached as Exhibit C for ECM to ECM II, and Exhibit D for ECM II to ECM.
- 31. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the covenants or agreements contained in this Agreement shall not be construed as a waiver or a relinquishment for the future of such covenant or agreement, and the same shall continue and remain in full force and effect. No waiver by a party of any breach by the other party of any covenant, condition or agreement herein construed shall operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof.
- 32. This Agreement is intended to clarify and implement some of the provisions of the Declaration, and this Agreement shall be enforceable to the same extent and in the same manner as provided in the Declaration.

33. Any Expense, Shared Expense, allocation or reimbursement thereof not clarified, mentioned or provided for herein shall be determined as provided in the Declaration.

PART V - MISCELLANEOUS

- 34. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective unit owners, and their respective heirs, personal representatives, successors and assigns.
 - 35. This Agreement shall be construed according to the laws of the State of Maryland.
- 36. This writing is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of its terms, and all negotiations, considerations and representations between the parties are incorporated herein. No course of prior dealings between the parties or their agents shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence to, a course of performance rendered under this Agreement or any prior agreement the parties or their agents shall not be relevant or admissible to determine the meaning of any of the terms or covenants of this Agreement. Other than as specifically set forth in this Agreement, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement.
 - 37. This Agreement can be modified only by a writing signed by the parties hereto.
- 38. To the extent that such waiver is permitted by law, the parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in connection with this Agreement.

Mut

- 39. This Agreement will be deemed to have been drafted jointly by the parties and in the event of any ambiguity in this Agreement, the same will not be construed against any party hereto.
 - 40. This Agreement is intended to be an Instrument Under Seal.

WITNESS the hands and seals of the parties hereto by their duly authorized directors and officers, on the date above written.

ATTEST:	COUNCIL OF UNIT OWNERS OF
	ENGLISH COUNTRY MANOR CONDOMINIUM
Mal	BY ITS BOARD OF DIRECTORS:
alles	Lmoed to Ca
Allison Robinson, Secretary	Ronald R. Robinson, Jr., President
00	1, -//
	Brigan Novigran a Man Dravidant
	Brian Narizzano Ace President
	ladthe Galdonith
	Edith Goldsmith, Treasurer
	Batherine Ruch
	Catherine Ruck
ATTEST:	COUNCIL OF UNIT OWNERS OF
	ENGLISH COUNTRY MANOR II CONDOMINIUM
	BY ITS BOARD OF DIRECTORS:
1 2011.	111 () Q 1/
Auxun Cyoung	1 Ichar Con
SUSAN E. YOUNG Secretary	Michael Young, President
	Will the
	Denny Stain, Vice President
	Quality france
	Judy/Haupin, Treasurer
	Jame Hinte
	Jane Hinte

Philip Einhorn

Patricia Rebbert

Christopher Newcomb

Jbl/ ECM II / Cost Sharing / Agreement for Common Cost Sharing 1-2-2015

p.1

Michael Young

- 39. This Agreement will be deemed to have been drafted jointly by the parties and in the event of any ambiguity in this Agreement, the same will not be construed against any party hereto.
 - 40. This Agreement is intended to be an Instrument Under Scal.

WITNESS the hands and seals of the parties hereto by their duly authorized directors and officers, on the date above written.

AT	T	F.	Q1	۲.
LW I		841	91	. 4

COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR CONDOMINIUM

Edith Goldsmith, Treasurer

ATTEST:

COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR II CONDOMINIUM

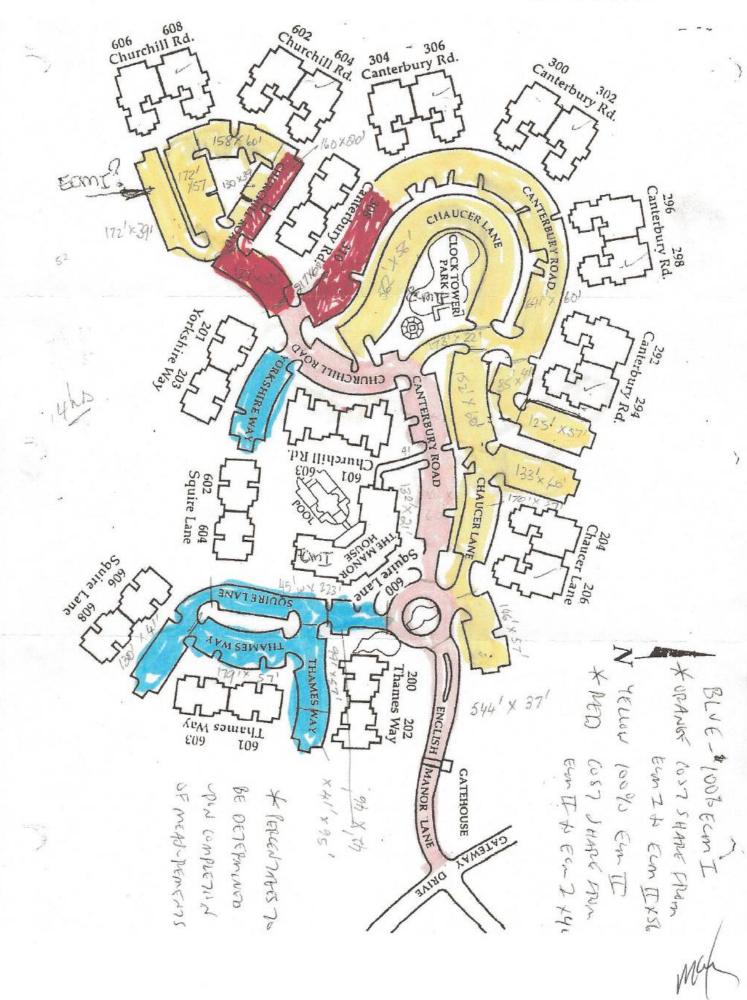


Exhibit B ATTN: Jm. CENWAY

English Country Manor

Area Measurements:	Length	Width		rea	Total Areas	Percent
Orango Highlightod Avenue	(feet)	(feet)	(5	Square Feet)	(Square Feet)	
Orange Highlighted Areas: Entry Way			-			
Circle	544		37	20,128		
	325		24	7,800		
Squire Lane	132		21	2,772		
Canterbury Rd	313		57	17,841		
Churchill Rd	248		57	14,136		
Yellow Highlighted Areas:			To	otal	62,677	22.6%
Chaucer Garages	146		57	0 222		
Chaucer Rd	170		57	8,322		
Parking Lot 1	133		60	9,690		
Parking Lot 2	125		57	7,980		
Parking Lot 3	152		60	7,125		
Connection	85		41	9,120		
Canterbury (Outer)	641			3,485		
Canterbury (Inner)	562		60	38,460		
Exit Road	173		56	31,472		
Churchill Entry			22	3,806		
Churchill Parking 1	172		55	6,985		
Churchill Parking 2	172		39	6,708		
Churchill Parking 3	158		57	9,804		
Churchill Parking 4	14E		60	9,480		
one of the carrier	130		39 To:	5,070	457 507	
			10	cai	157,507	56.8%
Blue Highlighted Areas:					120,25	
Entrance	46	313	42	1,932		
Squire Lane 1	223		45	10,035		
Squire Lane 2	130		41	5,330		8.
Thames 1	179		57	10,203		
Thames 2	99		57	5,643		
Thames 3	95		41	3,895		
Yorkshire	68		57	3,876		
			Tot		40,914	14.8%
Red Highlighted Areas	and the same of th					
Canterbury	217		-0	1202112000		
Churchill	217		50	13,020		
enarciiii	160	2	20	3,200		
	<a>™		Tota	3 I	16,220	5.8%
					23,65	
			Gra	nd Total	277,318	100.0%

May

8	ENGLISH C	OUNTRY M	ANOR		Consume movement	
	ECM II Tem	plate Cost S	Share 2015			
	-					
edger#	Description	Invoice Am	Engtor	Factor	Cost Share	
Leager #	Description	IIIVOICE AIII	ractor	ractor	Cost Share	
6120	Insurance		20.% X	56.00%		
0120	modranec		20.70 X	30.0076		
			-			
7110	Pool Contra	ct/Mat		56.00%		
7120	Pool Supplie	es		56.00%		
7130	Pool Repairs	S		56.00%		
7150	Gym Supplie	es/Repairs		56.00%		
	Maintenance	Э		56.00%		
8100	BGE MH		76% X	56.00%		
8140	BGE 200 Th	ames				
	202 Thames			56.00%		
0450						
8150	Comcast			56.00%		
9460	Alexen Dhave	. \	000/ V	- 50 000/		
	Alarm Phone Town Secu		20% X 20% X	56.00% .56.00%		
0.00	Town occu	tity wormen	20707	.00.0070		
8170	Water	Streamlined		56.00%		
8180	Sewer	Streamlined		56.00%		
8505	Repair/Maint	t,. MH		56.00%		
8510	HVAC Repai	ir/Maint MH	76% X	56.00%		
0545	0 1 2			E0 000/		
8515	Supplies & E	:quip MH		56.00%		
	Dago 1 of 2					
	Page 1 of 2					

Mul

							1
edger#	Description	Invoice Am	Factor	Factor	Cost Share		
8520	Sprinkler MI	H	48% x	56.00%		7	
8530	Gate/Pond/0	Grounds MH		56.00%			
8535	Mowing/Lan	dscaping	20% X	56.00%			
8535	Seasonal F	Flowers		56.00%			
8540	Cleaning M	1 H		56.00%			
8550	Snow Remo	oval	61% x	.56.00%			
8560	Fire Safety	# of Extingu 2 in MH	x 4%	56.00%			
8570	Exterminat	or MH		56.00%			
9240	Reserve Ph	Streamlined		56.00%			
	Total for the	Month					
	This templa	ate was upd	ated 01/15/2	2015			
	Page 2 of 2	2					

May

Exhibit C-3

Cost Share: ECM II TO ECM I -								
	Invoice Amount	Factor %	Amount Due					
		44						
		44						
		44						
		44						
		44						
14%		44						
		44						
		44	-					
		44	-					
		44						
		44	_					
		44	-					
		44	-					
		44						
		44						
		44						
		44						
		Invoice Amount	Invoice Amount	Amount				

may

ECM I MANOR HOUSE AREA THAT IS HEATED/COOLED	LOCATION OUNIT	LOCATION OF HEATING/COOLING UNITS AND THERMOSTATS NUMBER LOCATION OF THERMOSTAT	STATS LOCATION OF UNIT
		On the far Right Wall as you enter the Manor	Outside unit is in Front of the Building, outside the Gym
1st Floor - Foyer Area	۲	House Mail Elitialice Doors.	Outside unit is in Front of the Building, outside the Gym
1st Floor - Gym Area	2	In the Gym Closet	Windows. Inside Unit is in the Gym closet.
,			Outside Unit is on the pool area patio near the Pool Chemical Room. Inside unit is in the Pool Chemical room,
1st Floor - Great Room	4	On column near Piano/Left of Fireplace	which is outside the kitchen door.
			Outside Unit is on the pool area patio near the Pool
1st Floor - TV Room	G	On the wall by the mailbox/bulletin boards	which is outside the kitchen door.
1 1 1 2 4 3 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8			Outside Unit is on left side of pool patio when exiting the
1st Floor Hall - East			Great Room doors to pool area. Inside unit is located in the
Wing	9	East Wing Hallway	East Wing Hallway.
2nd Floor - Board			Outside Unit is in front of the Gym Windows. Inside Unit is
Rooms	ω	Behind the door in the Security Room	in the Phase I Board Room Closet.
			Outside Unit is on left side of pool patio when exiting the
Wing	6	East Wing Hallway	Floor East Wing Hallway.
2nd Floor Hall - West	ı		Outside Unit is near the Pool Chemical Room. Inside Unit is
00 VV	,	ANGEL ANTIR HOUNAGA	
3rd Floor Hall - West			Outside Unit is near the Pool Chemical Room. Inside Unit is
Wing	00	3rd Floor near Exit Door.	in the ceiling above the Thermostat (by Exit Door).
3rd Floor Hall - East			Outside Unit is on left side of pool patio when exiting the Great Room doors to pool area. <u>Inside</u> unit is located in the
Wing	10	Middle of the Hallway	ceiling above the thermostat; middle of hallway.

Muy

Date Prepared: 08/31/12 Last Update: PLEASE NOTE This package contains the most recent documents on file with the Resale and Lender Processing Department on the date requested, and may not include all relevant legal and financial information available for this Association. No representation is made by FirstService Residential, WelcomeLink, or their affiliates with respect to the accuracy and completeness of this information. Before taking any action in reliance upon the information contained herein, please consult qualified legal counsel and/or the legal instruments of the Association as recorded and filed with the appropriate governmental authority or jurisdiction.



FirstService Residential (732) 728-9690



Dear Homeowner,

On behalf of FirstService Residential, I would like to welcome you to your new home and community! FirstService is the nation's leading property management firm specializing in the management of community associations like yours.

We have been engaged by your Board to oversee the daily operations of English Country Manor II and assist them in maintaining the character, quality, value and financial integrity of your association. With many years of experience in planning, community development and operations management the **FirstService Residential Difference** is our full-service innovative approach to managing your community.

We strive for excellence; best serving our clients by recognizing the individuality of each community and working to build a mutually beneficial long-term relationship.

Enclosed in this package is detailed information regarding your community, which includes:.

- Management Team Information
- Contact Information
- Hours of Operation
- Customer Care Center
- 24-hr Emergency Service
- Connect Community Website
- Payment Information
- Census Form
- Association Governing Documents

Please review the enclosed documents carefully and feel free to reach out to your Community Manager with any questions you may have. For more information regarding FirstService Residential, please visit our website at http://www.fsresidential.com

Once again, welcome to your new home!

Sincerely,

Michael A. Mendillo President

FirstService Residential | East

English Country Manor II

Welcome Information



Enhancing Service Through Convenient Access and Communication

At FirstService Residential, our highest priority is to provide friendly and responsive service to each of our residents and homeowner association Board members at every opportunity. One of the many ways we deliver world-class service is through our **Customer Care Center** – a service-focused resource providing answers and information to your homeowners and residents.

Here's how it works

When you call, our highly trained, service-focused customer care specialists spring into action, utilizing FSRConnect™, our proprietary community management software program, to access a comprehensive database of information specific to your community. Our goal is to answer your questions, provide information and resolve issues and inquiries – and that's exactly what we do. We are very proud that our **Customer Care Center** continues to earn very high scores from satisfied residents after the first call, which far exceeds the industry average for initial customer satisfaction.

Customer Care Center Phone Number

800.870.0010

Give us a call...we are here for you!



English Country Manor II

Forms



English Country Manor II Community Association REQUEST FORM FOR ARCHITECTURAL MODIFICATIONS

NAME:				
ADDRESS:			·····	
TELEPHONE:	(HOME)	(WORK)		
E-Mail Address:				
Hours you may be rea	ached at the above numbers:_			
	E A FULL DESCRIPTION Coe, height, material, color, typecessary.			Attacł
Signature of	Homeowner		Date	
	Offi	ce Use Only Below		
Approved	Approved w/ modification	Disapproved	Date	_
Architectural Commi	ttee Comments:			
Board Signature:				

Return to: English Country Manor II box located in the meeting room on the first floor of the Manor House(600 Squire Lane, Bel Air, MD 21014)

Or submit to FirstService Residential via email Email: sarah.roy@fsresidential.com





FSRConnect™ Census Form

Section A - Association	n Inform	ation:							
Today's Date:									
Community Name:									
Community Address (Street, City, State, Zip):									
Section B - Resident In	formatio	on:							
Owner Name:				E-mail:					
Unit Address (Unit, Street, City, State, Zip):									
Billing Address (Unit, Street, City, State, (Fill in only if it is different from commun									
Home Phone #:		Work Pho	one #:			Cell Pi	none #	:	
Section C - Occupant Information (List all occupants and indicate if child):									
<u>Name</u>	Home F	Phone #	Work	C Phone #	Cell	Phone #		E-mail:	
Section D - Vehicle Info	rmation	l (if you do no	t own a d	car, please indic	ate "no c	ar"):		_	
Make & Model		Color		License #		State		Parking Spot (If applicable)	

Rev. 05/25/17 FSR_ConnCen_V001





Section E - Tenant Information (if applicable):									
Lease Begin Date:		Lease End Date:							
Tenant Name	Tenant Home #	Tena	nt Work#	Tenant	Cell #	Tenant E-mail:			
Section F - Signature:									
Submitted By:	-		Date:	·					

Rev. 05/25/17 FSR_ConnCen_V001